

# General Terms and Conditions for Events and Group Bookings

## Hotel La Casa, Tübingen

### **§ 1 Scope**

These terms and conditions apply to the temporary providing of conference, banqueting, and event spaces for events such as conferences, banquets, seminars, conventions and other events, as well as all other related services provided by the hotel, especially room bookings and the entertainment of guests. Food, beverages, and services ordered additionally by the participants on the occasion of an entertained event are the subject of this contract. This does not apply if the guest expressly excludes the providing of additional food, beverages and services at his expense prior to the formation of the contract (see order confirmation). Differing provisions, including those contained in the terms and conditions of the contractual partner, shall not apply, unless they are acknowledged by the hotel expressly and in writing. Basis for the providing of services are the CONTRACT TERMS FOR FOOD AND BEVERAGE SERVICES as well as the binding and timely order confirmation.

### **§ 2 Formation of contract and contracting parties**

The event contract (hereinafter referred to as "contract") is formed by written acceptance of the hotel offer by the customer. If the customer forms the contract on behalf of a third party, not he but the third party will be the contractual partner of the hotel; the customer has to inform the hotel thereof specifically and in good time before the formation of the contract and provide the hotel with name and address of the actual contractual partner including billing address.

If it is apparent that the customer forms the contract on behalf of the third party, or if the third party has commissioned a commercial agent or organizer with the handling of the contract, then customer, agent or organizer, and the third party, which becomes the contractual partner, are jointly and severally liable for all obligations resulting from the contract insofar as the hotel was provided with the appropriate statements by the customer, agent or organizer. The customer is also obliged to pass on all booking-related information to the third party, especially these terms and conditions.

The subletting or re-letting of the rooms, areas, or display cabinets provided, as well as invitations for job interviews, sales events, or similar events on site require the prior written consent of the hotel.

### **§ 3 Services, prices, payment**

The hotel is obligated to render the services ordered and promised in accordance with these terms and conditions.

The contractual partner is obligated to pay the hotel's agreed upon or applicable prices for these services. This also applies to any event-related services or outlays to third parties prompted by the contractual partner, in particular to claims from copyright collection companies.

The hotel reserves the right to a price increase, provided between the formation of the contract and the date of the event lies a period of at least 4 months.

The prices agreed upon include the applicable VAT valid at the time. If the period between contract formation and contract performance exceeds 4 months, and if there

is an increase of the applicable VAT after the formation of the contract, the hotel reserves the right to increase prices by the amount of the VAT increase. In addition, the contractual partner is liable for the payment of all food and beverage items ordered by the event participants as well as for all other costs caused by them. Invoices must be paid within 5 days of the invoice date. Billing complaints have to be communicated to the host without delay. The contractual partner is in default at the latest if he has not paid the invoice within 30 days upon due date and receipt. For every reminder sent after default occurs, the hotel may charge a reminder fee of EUR 25.00.

The hotel shall be entitled to demand from the contractual partner a reasonable advance payment or security deposit in the form of a credit card guarantee, a down payment, or the like upon formation of the contract. The amount of the advance payment and payment dates may be agreed upon in writing in the contract.

In justified cases, e.g. the customer's default in payment or an expansion of the scope of the contract, the hotel shall be entitled, even after formation of the contract and until the beginning of the event, to demand an advance payment or security deposit in the form of a credit card guarantee, a down payment, or the like, or an increase of the advance payment or security deposit agreed upon in the contract up to the total agreed remuneration.

#### **§ 4 Withdrawal of the contractual partner, cancellations of conference and banquet spaces as well as of entertainment services**

The hotel grants the contractual partner the right to withdraw from the contract at any time. For this purpose, the following conditions apply: In case of withdrawal of the contractual partner from the entertainment services previously ordered, the hotel is entitled to compensation. Cancellations of appointments and of entertainment services by the contractual partner regarding food/beverages/room rent require written form and remain free of charge up to 6 weeks prior to the event date.

Thereafter, the contractual partner will be charged a lump-sum compensation fee amounting to 50% of the contract amount for the entire event, in particular for the providing of the agreed event space, as well as for loss of profits for the agreed event. In case of withdrawal up to 3 weeks prior to the event, the compensation fee shall be 80% of the contract amount for the event. In case of withdrawal within 7 days prior to the event, the compensation fee shall be 100% of the contract amount for the event. The amount of compensation is calculated according to the contractually agreed number of participants. Cancellations or modifications of individual components of entertainment services within 7 days prior to the day of the event cannot be considered and will be charged in full (100%). Contractual terms and contractual services are binding. The above provisions on compensation shall apply accordingly if the contractual partner does not use the contractually specified services without notifying the hotel in due time.

#### **§ 5 Withdrawal of hotel**

With the expiration of the option date stated in the hotel offer, the hotel is no longer bound by the contract offer and can provide or offer the premises to other interested parties.

If an agreed advance payment is not paid even after a reasonable grace period set by the hotel has passed, the hotel is also entitled to withdraw from the contract.

Moreover, the hotel is entitled to withdraw from the contract for good cause, especially if

- force majeure or other circumstances beyond the hotel's control make the performance of the contract impossible;
- events are booked by giving misleading or false information regarding material facts, such as the organizer or purpose;
- the hotel has justified cause to believe that the event might jeopardize the smooth operation, security or reputation of the hotel in public without being attributable to the management or organization of the hotel;
- there is evidence of an unauthorized subletting or re-letting;
- the hotel has gained knowledge that the financial circumstances of the contractual partner have considerably worsened after the formation of the contract, especially if the guest does not pay outstanding debts to the hotel or does not provide a sufficient security deposit so that payment claims of the hotel appear to be endangered;
- the contractual partner has filed for the opening of insolvency proceedings over his assets, submitted an affidavit pursuant to § 807 German Code of Civil Procedure (ZPO), initiated an out-of-court process for the settlement of debts or stopped making payments;
- insolvency proceedings over the assets of the contractual party are opened, or if the same is rejected for lack of assets;
- the agreed number of participants is reduced at short notice by at least ¼, the hotel reserves the right to withdraw from the contract. The hotel is obliged to inform the contractual partner immediately and in writing if it exercises its right of withdrawal. In the above cases of withdrawal, the contractual partner shall have no claim to damages.

## **§ 6 Changes in number of participants and time of event**

The contractual partner is obliged to inform the hotel upon ordering of the expected number of participants.

The hotel must be informed in writing of the final number of participants at least 7 days prior to the event to ensure careful preparation. A change in the number of participants by more than 5% requires the notification and consent of the hotel.

In the calculation for services (e.g. food and beverages), which the hotel bases on the number of registered participants, an increase in the registered and contractually agreed number of participants will result in the actual number of participants being charged. In case of a reduction of the contractually agreed number of participants, §4 shall remain in force.

If the number of participants is reduced by more than 10%, the hotel shall be entitled to increase the agreed prices appropriately and to reassign confirmed rooms. Prices can be changed by the hotel even if the contractual partner subsequently requests a change of the number of participants, the hotel's services or the duration of the event, and the hotel agrees to the request. If a delimitable part of a booked event is not used, the hotel may charge a reasonable compensation for the unused part under the provisions of § 4.

If the agreed starting or ending times of the event change without prior written consent of the hotel, the hotel is entitled to charge additional costs for the providing of personnel and equipment, unless the hotel is responsible for the change.

## **§ 7 Night surcharge**

Events going on past 1:00 am are subject to a surcharge of € 32,00 per staff member per started hour (this includes service personnel, kitchen and bar staff, as well as cleaning staff), at least however € 128,00 per started hour. Event spaces are

available for use between 3:00 pm and 3:00 am. After 10:00 pm, all windows and doors need to be closed to observe sleeping hours. An extension of the hours of use past 3.00 am is possible only after prior agreement with the hotel owners. For conference events a core usage time between 8:00 am and 5.00 pm is intended or accordingly contractually agreed upon in advance.

### **§ 8 Bringing of food and beverages**

The contractual partner may bring food and beverages to events only after written agreement with the hotel. In these cases, the hotel may charge a service or corkage fee to cover overhead costs.

### **§ 9 Handling of the event**

If the hotel procures technical and other equipment from third parties for the contractual partner and at his request, it acts in the name, with the authority, and on the account of the contractual partner. The contractual partner is liable for their careful handling and proper return. He shall indemnify the hotel against all third-party claims arising from the providing of this equipment.

Use of the customer's or organizer's own electrical systems and devices using the power supply of the hotel, requires the hotel's prior written consent. Any costs arising from disruptions of or damage to the hotel's technical installations caused by using these systems and devices shall be borne by the contractual partner as long as the hotel is not responsible for their occurrence. Costs arising from the use of electricity may be calculated and charged by the hotel in the form of a flat fee.

The contractual partner shall obtain at his own expense all official permits which may be necessary to carry out the event. It is his responsibility to ensure compliance with these permits and with all other provisions of public law in connection with the event. If the contractual partner transfers to third parties the providing of services within the scope of the event (such as setup and construction work etc.), the contractual partner shall be responsible for compliance with all relevant occupational safety regulations. If there is to be a self-arranged musical or sound performance at the event, the contractual partner shall be responsible for taking care of all necessary formalities and billing issues with the competent institutions (e.g. GEMA).

The contractual partner may use the name and trademark of the hotel for advertising his event only after prior agreement with the hotel.

### **§ 10 Items brought onto premises**

Items brought onto premises for exhibit or display purposes as well as all other items brought on site, including personal belongings, are in the event spaces and in the hotel at the risk of the contractual partner. The hotel assumes no liability for loss, destruction or damage, except in cases of gross negligence or intent of the hotel. This excludes damage from injury to life, body, or health. Also excluded from this exemption from liability are all cases in which safe custody, due to the individual circumstances of a case, represents a contractually typical obligation.

Decoration material brought onto premises has to comply with fire regulations. The hotel is entitled to demand official proof of this compliance. In case this proof is not provided, the hotel shall be entitled to remove materials already set up at the customer's expense. Because of possible damage, the hanging and the attachment of objects shall be coordinated in advance with the hotel.

Exhibit and display items brought onto premises must be removed immediately after conclusion of the event. The hotel is entitled to remove objects left behind or put them in storage at the expense of the contractual partner. If the removal requires a disproportionately extensive effort, the hotel is entitled to let the objects remain in the event spaces and charge the respective room rental for the duration of their stay. The contractual partner is entitled to prove a lower, the hotel to prove a higher amount of damage.

### **§ 11 Cancellation policy for guest rooms as well lodging services and facilities such as breakfast / parking ... for group bookings**

A booking of **more than 3 guest rooms** is a group booking and is subject in all cases to the guaranteed form of booking and the following cancellation policy. Therefore, a reservation of more than 3 guest rooms is not possible. Groups have the possibility to reserve their booking until an **option date**. After this option date, the reservation must be confirmed in writing or else expires at the end of the option date. The booking of 4 up to 9 guest rooms does not require a deposit, and a **cancellation** (cancellations are only valid if they were received in written form) of the booking or parts thereof **up to 7 days prior to the day of arrival remains free of charge**, thereafter and until 72 hours prior to arrival (basis is always 0.00 o'clock of the beginning arrival day), 60% of the total contract value must be paid as a cancellation fee. If the booking or parts thereof are cancelled within 72 hours prior to arrival day (0.00 o'clock), 90% of the total order amount will be charged. In case of no-show or cancellation after 18:00 o'clock on arrival day, 100% of the total order amount will be charged. Bookings of **more than 10 guest rooms** are subject to the guaranteed form of booking as well. Additionally, in this case a deposit corresponding to the number of guest rooms is a prerequisite for a binding booking confirmation. With a minimum of 10 guest rooms the **deposit** is 30%, with a minimum of 15 guest rooms the deposit is 50%, and with a minimum of 20 guest rooms the deposit is 60% of the total contract sum. **Cancellations** of group bookings with these sizes generally remain **free of charge up to 12 weeks prior to arrival**. After that and up to 8 weeks prior to arrival, a cancellation of 30% of the booked room contingent may remain free of charge (in cases of a so-called "mathematical room share", e.g. 2.6 rooms, numbers are always rounded down). Up to 6 weeks prior to arrival, a cancellation of 15 % of the booked room contingent may remain free of charge. For cancellations of booking contingents past the period of 6 weeks prior to arrival, 50 % of the partial or total booking amount will be charged as cancellation fee. Thereafter, and until 2 weeks prior to arrival, free cancellation of 10% of the booked room contingent is possible (in cases of a so-called "mathematical room share", e.g. 2.6 rooms, numbers are always rounded down). For cancellations of further booking contingents within this period, 80% of the partial or total booking amount will be charged as cancellation fee. After that and up to 7 days prior to arrival (0.00 o'clock), for group bookings, free cancellation even of lodging services and facilities (breakfast / parking etc.) is no longer possible. Therefore, 90 % of the total booking amount and, in case of no-show or cancellation past 18:00 o'clock on arrival day, 100% of the total booking amount will be charged respectively. Inability to travel or early termination of stay due to personal circumstances, short-term illness, or force majeure shall not release the guest from his obligation to pay. On this, we would like to point out the possibility of using travel cancellation insurance.

The customer is obligated to pay for the providing of rooms and for other hotel services the applicable or agreed upon prices. This also applies to services and outlays of the hotel rendered to third parties at the prompting of the customer. Prices can be changed by the hotel if the customer subsequently wishes to make changes in the number of reserved rooms / persons, the hotel's services, or the duration of the guests' stay, and the hotel agrees to these changes.

### **§ 12 Liability of the contractual partner**

The contractual partner is liable for all damage to buildings or furnishings caused by event participants, event visitors, employees, other third parties in his area, himself, or his legal representatives and agents.

### **§ 13 Liability of the hotel**

The hotel is liable only for its own intentional or grossly negligent dereliction of duty. The same applies to derelictions of duty of its agents. The liability for damage to life, body, or health shall remain unaffected.

### **§ 14 Final provisions**

Changes or additions to the contract, the application acceptance, or these general terms and conditions for events and group bookings shall be made in writing. Unilateral changes or additions by the contractual party shall be ineffective. To comply with the requirement of written form specified in these terms and conditions, submission of the appropriate statement by fax or email shall suffice. Place of jurisdiction and fulfillment is Tübingen.

Hotel La Casa  
Hechinger Strasse 59  
D- 72072 Tübingen

Tel: (07071) 94 666 – 0  
Fax: (07071) 94 666 – 79  
e-mail: [veranstaltung@lacasa-tuebingen.de](mailto:veranstaltung@lacasa-tuebingen.de)  
Internet: [www.lacasa-tuebingen.de](http://www.lacasa-tuebingen.de)