

Standard Business Terms Geisel Hotels oHG Munich

I. Scope of application

1. These business terms apply to all contracts for the rental of conference, banquet and event rooms at the Hotel Königshof and Hotel Excelsior to hold events such as banquets, seminars, conferences, etc. as well as all further supplies and services of the hotel in connection therewith.
2. The standard business terms of the customer or the event holder are only applicable if this is expressly agreed in writing.
3. If any of the following provisions are invalid for any reason, this does not affect the validity of the contract and the other provisions.

II. Formation of contract and subject matter

1. Offers of the hotel are always subject to change. The contract is concluded through the acceptance (confirmation) by the banquet department.
2. If the customer/person making the booking acts in the name of and on the account of a third party (the event holder), the customer/person making the booking is jointly and severally liable together with the event holder for all obligations arising from the contract as far as the hotel has a corresponding declaration of the customer/person making the booking.
3. The sub-letting and re-letting of the provided rooms as well as use for sales or similar events require the prior written consent of the hotel.

III. Terms of payment

1. The prices in the application confirmation of the hotel apply. The prices include statutory VAT, as far as nothing is agreed to the contrary.
2. If the period between the conclusion of the contract and the fulfilment of the contract exceeds four months and if the price generally charged by the hotel for the agreed services or the statutory VAT increase or if the costs for services of third parties related to the event increase, the hotel is entitled to reasonably increase the agreed price, but at most by 10 %.
3. The hotel can request an advance payment from the customer or the provision of reasonable security (e.g. insurance, deposits).



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- As far as no fixed payment dates are agreed, payments shall be made within 14 days after receipt of the invoice, but at the latest 30 days after departure.

IV. Liability of the hotel

- The hotel is only liable for wilful actions and gross negligence of the hotel, its legal representatives or agents. In the event of breach of material contractual obligations, the hotel is also liable for slight negligence. In this case the liability is limited to the reimbursement of the foreseeable damages which are typical for the contract. The liability of the hotel for damages arising from injury to life, body or health shall remain unaffected. This also applies for the liability for objects brought in by an accommodation guest pursuant to §§ 701 et seq. German Civil Code. The contracting partner shall inform the hotel on a timely basis of the possibility that unusually high damages may arise.

V. Liability of the customer

- The customer is liable for all damages to buildings or stock, caused by himself, the event holder, own employees and employees of the event holder, participants at the event and other third parties from within his sphere.
- As far as we procure technical and other equipment of third parties at the request of the customer, we act exclusively on behalf of, with the authority of and for the account of the customer. The customer is liable to the third party for the careful handling and proper return of the equipment. He shall save and hold harmless the hotel from all claims of third parties arising from the provision of the equipment.

VI. Cancellation, change in number of participants

- If the customer cancels an event for reasons for which we are not responsible up to 3 weeks before the start of the event, we have the right to charge 25 % of the rent. If the cancellation occurs within 2 weeks before the start of the event, we have the right to charge 50 % of the agreed rent. If a cancellation occurs within one week before the start of the event, the agreed rent shall be paid. The customer has the right to prove that the compensation claim did not arise or not in such amount.
- A change in the number of participants by more than 5 % must be communicated to the banquet department at the latest 3 working days before the start of the event. Any change in the number of participants requires the consent of the hotel.



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3. In case of deviations of the number of participants by more than 10 % we are entitled to change the confirmed rooms, unless this cannot reasonably be expected of the customer. If a larger room is required, the rent for the room increases in accordance with our applicable price list.
4. For the calculation of the food sales the last reported number of participants (3 working days before the start of the event) shall be applied. A later reduction of the number of persons shall be taken into account in the invoicing up to at most 10 % as a gesture of good will. In the event of a later increase of the number of participants the actual number on the date of the event shall be applied to the invoice.
5. If the agreed start or closing times of the event are changed without prior written consent of the hotel, the hotel can additionally charge the costs for the availability of services.
6. For services after 24h00 (midnight), the hotel is entitled to charge night work surcharges based on collective bargaining agreements for the availability of employees per commenced hour.

VII. Technical equipment

1. The use of own electrical equipment through use of the electricity network at the hotel requires our written consent. The customer is liable for disturbances or damages of the technical equipment of the hotel arising through the use of such devices. The hotel is entitled to charge a flat amount for the electricity costs arising through the use.
2. With prior written consent of the hotel, the customer has the right to use own phone, fax and data transfer equipment. The hotel can charge a connection fee in this regard and will invoice the call units.
3. Disturbances to technical and other equipment provided by the hotel will be removed immediately as far as possible. Payments cannot be retained or reduced as far as the hotel is not responsible for such disturbances or the claim to reduction or retention is not recognized or determined in a final legal manner.

VIII. Material brought in by customers or event participants

1. Exhibition items or other objects, including personal objects, of the customers or participants at the event which are brought in or sent in remain in the event rooms or in the hotel at the risk of the customer. The hotel is only liable pursuant to section IV.

2. The setting up or affixing of objects must be coordinated in advance with the banquet department.
3. The exhibition items or other objects which are brought in or sent in shall be removed after the end of the event without delay. If this is not possible the customer shall inform the banquet department in a timely manner before the end of the event. If the customer does not remove the objects without delay after the end of the event, the hotel is entitled to remove, store and send back the objects at the expense of the customer.

IX. Final provisions

1. Changes or additions to this agreement or these business terms must be made in writing. This also applies for the change of the written form clause. Unilateral changes or additions by the event holder are invalid.
2. The place of performance and the place of payment is the seat of the hotel.
3. The law of the Federal Republic of Germany is applicable.

The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is the seat of the hotel.



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