



GENERAL TERMS AND CONDITIONS –KAISERHOF EVENTS (AGB – VK)

I. Scope of Application

- These Terms and Conditions apply to:
 - the temporary provision of Kaiserhof rooms for events such as conferences, banquettes, seminars, congresses and other events as well as associated services such as room reservation (event contracts)
 - Hotel accommodation contracts as well as services provided by Kaiserhof arising therefrom where the booking results in a contractual obligation exceeding not more than 10 room units (group bookings).
- Any regulations deviating from these Terms and Conditions especially those contained in the organisers' or orderers' terms and conditions shall not apply.
This does not apply to provisions expressly agreed in writing or recognised by Kaiserhof.

II. Conclusion of Contract

- Contracts subject to the application of the present Terms and Conditions require the written form in order to be effective.
- The precise number of attending persons must be announced to Kaiserhof in writing 10 days prior to the beginning of the event. Subsequent changes regarding the number of participants must be notified to Kaiserhof without delay.
Kaiserhof reserve the right to adjust our prices to reflect significant changes regarding the number of participants.

III. Services and Changes with Regard to Services

- Function rooms are available only within the scope of the written agreement. Any use exceeding the agreed scheduling requires the separate consent by Kaiserhof and is subject to availability.
- To the extent the event includes the serving of joint meals by Kaiserhof, changes concerning the number of participating persons must be notified in advance by derogation from II 2 at least 3 working days in writing.
If such notification is not received within said period of time, Kaiserhof reserves the right to charge at least the number of place settings ordered.
- Any amounts stated in our invoices are inclusive prices. They include the statutory value-added tax applicable at the moment of the service performance (VAT). Should the statutory value-added tax be increased subsequent to the conclusion of the contract, the excess amount shall be borne by the organiser.

IV. Cancellation

- Notifications of cancellation are free of charge if received 42 days prior to the agreed performance date.
- In the case of cancellation after such date the following amounts in percent of the compensation agreed will be charged:
 - 30% if the notification is received at least 30 days prior to the agreed performance date;

- 40% if the notification is received at least 20 days prior to the agreed performance date;
 - 60% if the notification is received at least 15 days prior to the agreed performance date;
 - 70% if the notification is received at least 10 days prior to the agreed performance date
 - 80% if the notification is received at least 7 days prior to the agreed performance date
- if there is no possibility of an alternative lease or leaving.
Kaiserhof will have set off non-incurred operational costs pursuant to § 537 p. 2 BGB.

- In the event of cancellations received less than 7 days prior to the agreed performance date, Kaiserhof will charge the entire agreed compensation where there is no possibility of an alternative lease or leaving.
Kaiserhof will have set off non-incurred operational costs pursuant to § 537 p. 2 BGB.

V. Liability

Kaiserhof shall be liable for damages irrespective of their legal grounds in the case of Kaiserhof's wilful intent and/or gross negligence. In cases of ordinary negligence we only assume liability

- for loss of life, bodily injury or damage to the health of a person;
- for damages arising from the violation of an obligation, the fulfilling of which is indispensable for the proper fulfilment of the contract and on the fulfilment of which the guest regularly relies and may rely; in such cases, however, our liability shall be limited to the reimbursement of the foreseeable, typically occurring damage.

VI. Other

- Kaiserhof will handle messages, postal services and consignments with the utmost care. Storage and forwarding will take place against reimbursement and upon an express wish. Liability for loss, delay or damage are excluded.
- Upon request, forgotten/lost items will be forwarded at the organiser's risk and cost. Kaiserhof undertakes to keep such items for a period of 6 months if possible.
- Where parking spaces for cars, bicycles or motorbikes are provided on Kaiserhof premises, Kaiserhof's liability for the theft or damage of vehicles or objects contained in such vehicles which are parked on Kaiserhof's premises shall be limited to the provisions laid set out under V.

VII. Final Provisions

- Place of fulfilment and payment is Münster/Westphalia.
- German law shall apply. The UN Convention on the International Sale of Goods and on the collision of laws shall be excluded.
- Should any of the provisions of these Terms and Conditions now or in the future turn out to be ineffective or void, the efficiency of the remaining provisions shall be unaffected therefrom.

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