



## GENERAL TERMS AND CONDITIONS OF BUSINESS

1. For the handover of hotel, conference and event rooms, as well as all services of the hotel, these general terms and conditions of business shall apply exclusively. Deviating terms and conditions of business of the contracting partner shall only be recognised with the express written agreement of the hotel.
2. The contract with the customer (ordering party, event host, guest etc) shall come into existence with the written order confirmation of the Hotel. The contracting partner of the hotel is the ordering party. Should the ordering party not be the event host, it must disclose such at the time of the reservation and name the event host as the contracting partner. Subletting or further letting of rooms is not permitted.
3. The current statutory value added tax is included in the contractually agreed prices. Any increase in value added tax after the conclusion of the contract shall be borne by the customer. Should a period of more than 6 months exist between conclusion of the contract and the provision of services, the hotel shall be entitled to carry out price changes. In case of downward deviations of more than 10% of the number of room or number of participants, the hotel shall be entitled to reset the prices. Should minimum sales be agreed and this amount not be reached, the hotel shall be able to request the differential amount as lost profit, unless the customer provides proof of a lower loss of profit or the hotel provides proof of a higher loss of profit.
4. Up to 4 weeks prior to the start of the event, the hotel shall be entitled to request a deposit to the amount of 50% of the booked sales volume. Should the ordering party be in default with the advance payments and should these not be paid also following the fruitless expiry of a reasonable period of grace, the hotel shall be entitled to rescind the contract.
5. The agreed fee must also be paid for booked rooms and facilities if the booking is subsequently cancelled by the customer in full or in part (§552 B of the German Civil Code - BGB) or if the number of rooms or participants is reduced. As a rule, the cancellation by the customer must be made in writing. The customer shall remain free to provide proof that a lower loss was incurred than that which is set out in the fee.
6. Should the food sales not yet have been set in concrete terms, the following shall apply: Minimum set menu x number of persons. The amount of the rent for the rooms is stated in the order confirmation of the hotel. Special services which become redundant due to the cancellation must always be paid for. Services under fixed fee arrangement which are not used will not be refunded.
7. The reserved rooms will be available to the customer on the day of arrival from 3 pm and must be vacated by 11 am on the day of departure. Unless a later arrival time was expressly agreed, the hotel shall have the right to allocate booked rooms elsewhere after 6 pm, without the customer being able to derive any claims in this respect. The customer shall not acquire any claim to the allocation of specific rooms or facilities if this was not expressly agreed.
8. Should the hotel become aware of circumstances following the conclusion of the contract which give rise to justified assumptions that the event threatens the safety, seamless business operation or reputation of the hotel, it shall be able to rescind the contract. The obligation of the guest in respect of payment of the rent shall continue to exist. In cases of force majeure (fire, strike or similar) or other hindrances for which the hotel is not responsible, the hotel shall reserve the right to rescind the contract, without the customer being entitled to any claims, for example for damages.
9. The hotel makes every effort to carry out wake up orders with the greatest level of care. Messages, post and goods deliveries which are intended for the customer will be treated with the same level of care. Items of the customer which are left behind will only be forwarded on following a request by the customer and at the expense and risk of the customer. The hotel will retain the items for six months and will then hand them over to the local lost property office, should these be of a recognisable value. Any liability of the hotel in connection with the points in number 9 shall be excluded.
10. Should the customer be provided with a parking space in the hotel car park (also in consideration of a fee), no safekeeping order shall come into existence as a result. The hotel shall not be subject to a security obligation. The hotel shall only incur liability for direct losses which are due to a defect in the car park at the time of handover of the parking space (up to a maximum of 5,000.00 EUR per vehicle). The damage must be reported to the hotel at the latest on leaving the hotel premises.
11. The customer shall incur liability for losses or damage which are caused by the event host, employees, other assistants, event participants or the customer itself. The customer shall be obliged to take out the relevant insurance in this respect.
12. The bringing of decorative materials or other items is not permitted without the approval of the hotel. The customer hereby provides a guarantee that decorative materials in particular correspond to the fire regulations of the police. The hotel shall only incur liability in case of fault in respect of loss or damage to items which are brought onto the premises. All materials must be collected immediately after the event and disposed of. Otherwise the hotel shall be entitled to charge the customer the costs of removal and transportation, as well as any loss of sales.
13. The customer must obtain any necessary official permits for the event in good time and at its own expense. The customer shall be obliged to comply with constraints and other regulations under public law. Duties to be paid to third parties for the events, in particular GEMA fees, entertainment tax must be paid by the customer to the creditor directly.
14. Should the hotel obtain technical or other facilities for the customer from third parties, it will act in the name of the customer and on its account. The customer shall be responsible for the careful treatment and proper return of the equipment and shall release the hotel from third party claims in connection with the handover of the equipment.
15. As a rule, the customer is not permitted to bring food and drink into the events. In addition, gifts for guests which come under the category of food and drink may only be purchased from the hotel. In special cases (national specialties), a written agreement can be concluded in this respect. In such cases, a service charge and corkage fee will be charged.
16. In case of events which go beyond the opening times of the gastronomy facilities of the hotel, the hotel shall be entitled to charge the customer a night surcharge for additional expenses, which shall be notified in advance.
17. Newspaper advert, other advertising measures or publications which refer to the hotel and/or the events, for example invitations to interviews or sales events shall, as a rule, require the written agreement of the hotel. Should a publication be made without such permission and should significant interests of the hotel be impaired as a result, the hotel shall have the right to cancel the event. In such a case, Number 5 shall apply.
18. Invoices of the hotel shall be paid net following receipt within 14 days without a deduction. Default shall come into force on receipt of the warning. Once default comes into force, interest to the amount of 4% above the discount rate of the German Bundesbank must be paid on the invoice, unless the hotel provides proof of higher default losses or the customer provides proof of lower default losses. For each warning, a fee to the amount of EUR 5.00 will be charged.
19. Should one of the provisions of these general terms and conditions be ineffective, this shall not affect the validity of the remaining clauses. The invalid provision shall be replaced by a valid clause which comes as close to it as possible. Deviating agreements or ancillary undertakings must be set out in writing.
20. The place of performance and place of jurisdiction shall be the place of business of the hotel.



**TERMS AND CONDITIONS GOVERNING  
CANCELLATION  
OF HOTEL MARC AUREL SPA & GOLF RESORT FOR  
MEETINGS, EVENTS AND GROUPS**  
(as an enclosure to the general terms and conditions of  
business)

Cancellations will only be accepted by the hotel in written form. On request, the customer will receive a written return confirmation of the cancellation.

As a rule, the hotel will always endeavour, both in its own interest and in the interests of the customer to resell cancelled rooms, in order to keep the loss of sales and the cancellation fees incurred by the customer as low as possible.

However, should this not be possible, the terms and conditions listed below shall apply:

1. Cancellation of room contingents (also in part) and of complete events

a) in case of events with room reservations

Cancellation up to

8 weeks prior to the start of the event  
< 8 weeks prior to the start of the event  
< 6 weeks prior to the start of the event  
< 4 weeks prior to the start of the event  
< 3 weeks prior to the start of the event  
< 2 weeks prior to the start of the event  
< 1 week prior to the start of the event

**Cancellation fees**

None  
20% of the contractually agreed arrangement,  
30% of the contractually agreed arrangement,  
50% of the contractually agreed arrangement,  
60% of the contractually agreed arrangement,  
70% of the contractually agreed arrangement,  
80% of the contractually agreed arrangement

b) in case of day events without room reservations

Cancellation up to

4 weeks prior to the start of the event  
< 4 weeks prior to the start of the event  
< 2 weeks prior to the start of the event  
< 1 week prior to the start of the event

**Cancellation fees**

none  
Room rent plus 30% of the agreed F&B sales,  
Room rent plus 50% of the agreed F&B sales,  
Room rent plus 60% of the agreed F&B sales

The amount of the room rent and the agreed F&B sales are stated in the reservation confirmation. Should no concrete sales have been set, the minimum set menu price and the standard daily rate will be taken as a calculation basis.

2. Cancellation of individual participant with an overnight stay arrangement.

The number of the contractually agreed rooms can be reduced free of charge up to 7 days prior to the start of the event by up to 10% of the booked contingent.

Should the cancellation be made after this time or should more than 10% of the contractually agreed rooms not be used, the terms stated in Point 1 shall apply should the rooms not be able to be sold elsewhere.

3. Cancellation of individual participants in case of day events without an overnight stay

The definitive number of participants must be notified to the hotel at least 5 days prior to the start of the event. Downward deviations can no longer be accepted once this deadline has expired. The invoicing shall then take place on the basis of the named number of participants.

In case of upward deviations in respect of the number of participants, the actual number of participants will form the basis of the invoicing. Excesses of up to maximum of 5% shall not require prior notification to the hotel. Higher excesses must be agreed with the hotel in advance. The invoicing shall then take place on the basis of the increased number of participants.