

# Terms and conditions of Laurentius Hotel - Restaurant - Wine

## I. Scope

1. These terms apply to hotel contracts and contracts for the rental use of conference and banquet rooms as well as for all the customer (guest / presenter / customer) services and supplies of the above establishments in the Lawrence hotel-restaurant-wine (in the following as "Hotel").
2. Different provisions, including those in general terms and conditions of the customers are, shall not apply unless they are provided by the hotel expressly approved in writing.

## II. contracts, partners

1. On a booking request comes with appropriate oral or written booking confirmation of the hotel contract. Contractor is Lawrence hotel-restaurant-wine and the customer.
2. If the customer is not the organizer / host or organizer, is a commercial agent or organizer on, this jointly and severally liable for all obligations under the contract. This is independent of any purchaser, all Buchungsrelevanten information, especially these terms and conditions, to the clients.
3. Claims and rights with the hotel arrangements may be used only with the consent of the hotels on third parties.
4. The lower and rental of the licensed premises, land, rooms and the invitation for sale and similar events require the prior written consent of the hotel.

## III. Services, prices, payment

1. The hotel is obligated to the ordered and from the hotel to provide promised benefits.
2. The customer is required for these services prices agreed to pay. This also applies in conjunction with the organisation of services and expenses of the hotel to third parties.
3. The prices are inclusive of service and value added tax. If the period between contract and performance 180 days, the hotel retains a reasonable price increase.
4. Invoices are due upon departure and immediately with cash or credit cards to pay at the hotel.
5. If there is a written reimbursement is a possibility of a customer account. These are immediately upon receipt payable without deduction.
6. In the event of payment default, the hotel is entitled to default interest to be calculated.
7. The hotel is also entitled to during the periods when the customer in the hotel accumulating debts by issuing an interim account at any time due to have and to demand immediate payments.

## IV. resignation of the customer, cancellations

1. Room bookings  
until 2 days before arrival  
beyond:  
Night / full board 60%  
Night / Half-board 70%  
Overnight bed and breakfast or no arrival 80%
2. Banquet reservations, conference rates, room charges  
until 30 days before arrival free resignation law  
from 29 days to 16 days before arrival 30%  
from 15 days to 3 days before arrival 50%  
from 2 days before arrival 100%  
The percentage is determined by agreed price.
3. A change in the number of people requires a written confirmation of the hotel. For purposes of calculating the cancellation deadlines will be the day on which the performance is the beginning, not counted. For compliance with the respective period, the resignation statement at the latest clock at 18.00 on the day of the deadline we have received.

## V. resignation of the hotel / termination

1. The hotel is entitled to objectively justifiable reason to rescind the contract, for example if  
-- The customer an advance payment to the hotel enforce a reasonable grace period with warning of rejection does not;  
-- Increased violence or other from the hotel's control circumstances performance of the contract impossible, in this case pays the hotel will prepayments payment delay;  
-- Events under misleading or false information regarding material facts, such of the operator or purpose;  
-- Hotel reasonable grounds to believe, that the event to ensure a smooth business operations, security or the reputation of the hotel in endangering the public, without compromising the management or organization of the hotel concerned;
2. The hotel has the customers of the exercise of the resignation law immediately informed.
3. It does not entitle the customer for damages against the hotel, except for intentional or gross negligence of the hotel.
4. One of the agreement deviating use of the customer provided the hotel rooms entitled to immediate termination of the contract, without precluding the right to the agreed fee will be reduced; the customer remains the evidence of a lower damage.

## VI. Arrival and departure:

1. The reserved rooms are available to the customer on the agreed date of arrival from 15:00 on the clock. The customer has no right to earlier availability of rooms.
2. The customer does not acquire the right to the provision of certain rooms or premises, unless the hotel has confirmed in writing.
3. On the agreed day of departure are the rooms of the hotel at 11:30 at the latest clock cleared available. In late, the hotel has its resulting damage

also for the additional use of the room clock to 18:00 daily room rate into account. From 18:00 clock, the full price to pay.

#### **VII. liability of the hotel, limitation**

1. If the hotel by force majeure or strike in the performance of his performance hindered, it may no damages from this obligation can be derived. However, the hotel equivalent to other procurement services endeavour.
2. The hotel is liable to the customers after the provision of Section 701 BGB. The liability is limited to the 100fache night of the price, up to 3.500,00 €, for money and valuables, however, to a maximum of 800.00 €. To put things (for example, seminar and conference equipment such as video recorders, monitors, cameras, computer equipment, etc.) will not accept liability if they are not against acknowledgement of receipt in the hands of the hotel have been given. This also applies to goods brought in sales exhibitions and product presentations.
3. The hotel is liable to the statutory provisions, unless the customer damage claims, based on a violation of life, body or health. The hotel also liable to the statutory provisions, if the customer other damage claims based on an intentional or grossly negligent injury, including gross negligence of the representatives or agents of the hotel. If the hotel does not bear intentional injury is the liability for damages relating to other damage to the predictable, typical damage. The hotel is liable to the statutory provisions, the hotel where a major fault contractual obligation violated in this case, however, the liability to the predictable, typical damage. In addition, the liability for damages.
4. If the customer has a place in the hotel parking lot, even if a fee will be made available, there is no custody agreement. There is no obligation to monitor the hotel. For loss of or damage to the hotel property or manoeuvred motor vehicles and their contents of the hotel is not liable unless the damage resulted from an intentional or grossly negligent injury, including gross negligence of the representatives or agents of the hotel. In this case the damage before leaving the hotel land opposite the hotel claimed.
5. The hotel is trying to wake up contracts with the utmost care to execute damages claims by the customer, however, are excluded.
6. Post and shipments for the attention of customers are handled with care. The hotel will storage, service and wish the same shipment. The costs borne by the host. A liability for loss, damage or delay is excluded.
7. Lost property on request against reimbursement nachgesandt. The retention period beträgt 6 months.
8. As part of its service over the hotel in certain cases the free movement of persons and luggage. The liability of persons and property is in the legal automobile insurance. For losses and delays will be a liability entirely excluded.

#### **VIII. liability score / organizer for damages**

1. The customer is responsible for the by him or his guests caused damage.
2. The customer is liable for any damage to buildings or equipment, by the event participants and - visitors, employees, others from his area or it itself.
3. The hotel can be the customer to provide adequate collateral (eg insurance, deposits, bonds).

#### **IX. Damage to or loss matters**

1. Mitgeführte exhibit or other personal items also are at risk of customers in the conference rooms or in the hotel. The hotel assumes for loss, destruction or damage to any liability, except in cases of gross negligence or of the hotel, his legal representative or its compliance assistance.
2. Mitgebrachtes decorative material, the fire requirements. Because of possible damage are the establishment and use of goods in advance with the hotel vote.
3. The exhibition brought or other objects after the end of the event be removed immediately. Under If the organizers that the hotel may removal and storage at the expense of the operator. If the objects remain in the meeting room, the hotel for the duration of the fate room rental charge. The customer reserves the right to a lower, the Hotel a higher loss.

#### **X. Technical facilities and connections**

1. As far as the hotel for a customer on whose technical and other facilities from third parties, is in the name, and with power of attorney on behalf of the customer. The customer is responsible for the careful handling and proper restitution. It represents the hotel from all third-party claims from the release of this institution freely.
2. The use of own electrical installations of the customers using the electricity network of the hotel requires the written consent. By using these devices occurring disorders or damage to the technical facilities of the hotel shall be borne by the customer, where the hotel is not at fault. The resulting electricity costs should cover the hotel and calculate lump sum.
3. The customer is with the consent of the hotel entitled to his own telephone, fax and data transmission equipment to use. The hotel may charge a connection fee.
4. Disturbances at the hotel to technical or other equipment will be immediately removed. Payments can not be withheld or reduced as far as the hotel these failures are not responsible.

#### **XI. Final Provisions**

1. changes or additions to the contract, the acceptance of these terms and conditions or be made in writing. This also applies to the repeal / amendment of this writing requirement. Unilateral changes or additions are ineffective. Verbal agreements are only effective when the hotel have been confirmed in writing.
2. Fulfilment and payment is the location of the hotel.
3. Unless the law is approved jurisdiction for all legal relations between the hotel and catering Amtsgericht Bad Mergentheim.
4. It applies the laws of Germany. If individual provisions of these terms and conditions invalid or void, then the validity of the remaining provisions are not affected.