

General terms and conditions for banquets and other events

As of September 1st, 2011

The following conditions apply to the provision of hotel rooms and event rooms of the Restaurant - **** Hotel HÖERHOF (Kogge - Brockmann GmbH), as well as for all related services and deliveries.

1. The contract is concluded by the order confirmation from Kogge-Brockmann GmbH (hereinafter referred to as HÖERHOF) signed by the customer (uniform name for: customer, organizer, guest, etc.). Only these conditions are part of the contract. Verbal agreements are only effective if they have been confirmed in writing by HÖERHOF. If a third party has ordered for a customer, he is liable to HÖERHOF with the customer as joint debtor. Subletting or subletting requires the written approval of HÖERHOF.

2. Option dates are binding for both contractual partners. The hotel reserves the right to assign the reserved event rooms / rooms to other parties after the option dates have expired.

3. The prices are determined according to the price lists for hotel and event rooms of the HÖERHOF that are valid at the time the service is provided, as well as for all other services and deliveries related to this. Price agreements are valid for six months. If this period between the conclusion of the contract and the provision of services is exceeded, HÖERHOF reserves the right to make price changes without prior notice.

4. The awarded prices are inclusive prices and include service charge and statutory value added tax (VAT). If the statutory value added tax rate changes after the contract is concluded, the agreed price changes accordingly.

5. In order to ensure careful preparation, the customer must inform the HÖERHOF of the final number of participants in an event at least five working days before the date of the event. This number is the guaranteed minimum number for which all preparations are made and which will be invoiced in any case. If the number of participants deviates upwards, billing is based on the actual number of participants.

7. For booked services or rooms rented through a hotel accommodation contract, a free cancellation is possible up to 4 weeks before the day of arrival. After that, we charge cancellation / NO SHOW costs of 80 percent of the net room price, insofar as the possibility of renting the room to someone else cannot be proven. For other service provision, i.e. Services booked, in particular room rents, agreed gross sales of food and beverages at an event, etc., the time of cancellation determines the amount of HÖERHOF's entitlement to appropriate remuneration.

Up to 8 weeks before the event:

Calculation of the gross room rent, as follows: Nassauer € 350.00, Oranier € 250.00, restaurant € 350.00, mansard € 300.00, room € 100.00

and Höerkeller € 350.00 -

Up to 6 weeks before the event:

60% of the ordered service

Up to 2 weeks before the event:

80% of the ordered service

13 days to 1 day before the event:

90% of the ordered service

On the day of the event:

100% of the ordered service

Special services that become useless as a result of the cancellation are to be remunerated in any case.

8. Reserved event rooms are only available to the service participant at the time agreed in writing. Any use of the rooms beyond the agreed period requires prior consultation with the hotel. Reserved hotel rooms are available to guests from 3 p.m. on the day of arrival until 11 a.m. on the day of departure. Unless an arrival time has been expressly agreed, the hotel reserves the right to allocate the hotel rooms ordered after 6 p.m.

9. In the event of early departure, the guest is asked to inform the reception by 8:00 p.m. on the day before departure; if you leave before 6:00 p.m. half the room price, after 6:00 p.m. the full room price.

10. HÖERHOF strives to carry out wake-up calls with the greatest care; Messages, mail, faxes and consignments sent to the customer are handled with care. The HÖERHOF takes care of storage, delivery and - if requested and for a fee - forwarding the same. Items left behind by the customer will only be forwarded on request, at the customer's risk and expense.

12. In the event of force majeure (fire, strike or similar) or other reasons for which HÖERHOF is not responsible, in particular those outside the sphere of influence of HÖERHOF, HÖERHOF reserves the right to withdraw from the contract without the customer making a claim, e.g. B. is entitled to compensation.

13. The customer is liable to HÖERHOF for the payment of any meals, drinks and extras additionally ordered by the event participants.

14. The customer is liable for any damage or loss to equipment or inventory caused during assembly and dismantling or during the event without proof of fault. He is also responsible for any loss or damage caused by his guests or other assistants, as well as for loss or damage caused by himself. It is the customer's responsibility to take out appropriate insurance for this.

15. In order to prevent damage to a centuries-old cultural monument, the application of decorative material or other objects must be agreed with the HÖERHOF beforehand. The customer guarantees that, in particular, decoration material meets the fire police requirements. The HÖERHOF is only liable for the loss or damage of items brought along if it is the fault of the statutory provisions.

16. If HÖERHOF procures technical or other equipment from third parties for the customer, it acts in the name and for the account of the customer; the latter is liable for the careful treatment and proper return of the facilities and releases HÖERHOF from all claims.

17. The liability of HÖERHOF to cases of intent or gross negligence in all of the listed cases is limited

18. For events that go beyond midnight, the HÖERHOF charges a service fee as follows:

For events up to 20 people: € 75.00 / hour

For events up to 40 people: € 120.00 / hour

For events with 60 or more people: € 150.00 / hour

19. Musicians and artists' fees are either settled directly by the organizer with the persons concerned or must be made available to us in advance. The organizer bears any GEMA fees.

20. If a political event is carried out without written consent or if there is reasonable reason to suspect that the event threatens the smooth running of the business, the security or the reputation of our house or our guests, as well as in the event of force majeure, we can withdraw from the contract.

21. Our invoices are payable without deduction within 14 days of the invoice date.

22. We reserve the right to correct errors as well as printing and invoice errors.

23. The ineffectiveness of individual provisions of the contract or these conditions does not affect the effectiveness of the other agreements. Deviating agreements or side agreements must be set out in writing.

24. For all disputes arising from this contract and its fulfillment, the jurisdiction of the Idstein District Court is agreed to the extent permitted by law.