



## **General Terms and Conditions for Events**

### **Scope of application**

The following general terms and conditions (GTC) apply for the conclusion of an agreement which comes into being with the hostel haus international (hi) by the booking resp. allocation of conference, banquet and function rooms (incl. discotheque) and deliveries and services (catering etc.) in connection with this for the realisation of events such as banquets, seminars, congresses, festivities etc.

The subletting of the allocated rooms and spaces requires the previous written consent by the hi.

By the booking, the customer accepts the version of the GTC by the hi currently in force.

Individual agreements in derogation from these GTC have to be confirmed to the customer by the hi in writing.

The customer's business conditions only apply if this has been explicitly agreed upon previously with the hi in written form.

### **Contract closing, contracting parties, liability**

The contract comes into being after request by the host of the event through written acceptance of the request (confirmation) by the hi. These are the contracting parties.

In case that a third party concludes the contract on behalf of the host, not the orderer will become contracting party, but the host. The orderer has to inform the hi of this in time before concluding the contract and let the hi know name and address of the contracting party.

If the orderer concludes the contract recognisably on behalf of the host, or if the host has assigned a commercial mediator or organiser, they are liable joint and severally together with the host for all obligations from the contract, as far as the hi has received corresponding declarations by the orderer, mediator or organiser. Notwithstanding the above, these are obliged to forward all relevant information, especially these general terms and conditions to the host.

The liability by the hi, as far as it is no significant contractual obligation (cardinal duty) in the typical field of the service, is limited to damages due to deliberate action or gross negligence by the hi, its legal representatives or auxiliary persons; this does not apply in case of a liability for damages from injury of life, body or health. The host is obliged to draw the attention of the hi to the possible emergence of an excessive damage in time.

### **Services**

The hi is obliged to provide and render the services (rooms, technical equipment, food etc.). There is no claim to the provision of particular rooms or food. In case that services are not available, the hi is obliged to make efforts to find an equivalent substitute in the house or other, similar objects.

Should disturbances or shortcomings occur in the services by the hi, the hi will seek to provide a remedy after immediate complaint by the host. If the host culpably omits to announce a shortcoming to the hi, no claim to a reduction of the contractually agreed payment arises.

### **Rates / payment**

The host is obliged to settle the invoice amounts for the services stipulated with him in written form. This also applies for services and expenses by the hi to third parties in connection with the event. The prices are published in the current price list of the hi or on the Internet under [www.haus-international.de/de/veranstaltung](http://www.haus-international.de/de/veranstaltung). The prices agreed upon include the current legal value added tax, as far as it arises.

Prices may be changed by the hi, if the customer subsequently desires modifications to the number of rooms or persons, the services or the term of lease and the hi agrees to this.

The host is liable for the payment of all food and drinks ordered by the participants of the event, as well as other cost caused by the participants of the event.

Invoices by the hi without due date are payable without deduction within ten days after receipt. Banking fees, which might occur, will always be charged to the customer. The hi has the right to accelerate accumulated claims any time and demand immediate payment.

Moreover, the hi has the right to demand an appropriate deposit of the arising invoice amount as security at any time. The amount of the deposits and payment dates can be stipulated in written form in the contract. Should deposits not have been paid until the stipulated time, the hi has the right to withdraw from the contract.

### **Withdrawal by the host ("Cancellation")**

The hi allows the host a right of withdrawal. Here the following provisions apply:

The host has the right to withdraw from his contract concluded with the hi before performance of the contract. This has to happen in writing in any case and must be confirmed by the hi in writing. If the advice of cancellation does not take place in written form, the stipulated invoice amount is payable in full.

In case of said cancellation of contract, the hi has the right to charge the following graduated cancellation fees for events (if not particularly stipulated in the contract):

#### **From the signing of the contract:**

- up to four weeks before the beginning of the event:  
30 % of the total invoice amount
  
- up to two weeks before the beginning of the event:  
50 % of the total invoice amount
  
- up to two days before the beginning of the event:  
80 % of the total invoice amount
  
- in case of no-show:  
100 % of the total invoice amount

The host is free to prove that no damage has occurred to the hi or that the damage occurred is lower than the compensation flat rate. In case of abandonment of the rooms during the contractual period, the contractual invoice amount is payable in full, this also applies if the customer has not or only partly made use of contractual services.

The cancellation regulations do not apply in case of an impossibility of performance for which the hi is responsible.

### **Withdrawal by the hi**

The hi reserves the right of withdrawal explicitly for the case that significant modifications of the contract conditions should occur between the conclusion of the contract and taking over of services.

Moreover the hi has the right to withdraw from the contract for objectively justified reasons, if, for example:

- force majeure or other circumstances outside the responsibility of the hi render the fulfilment of the contract impossible
- if a release of the rooms is impossible due to regulatory action
- if a stipulated deposit amount is not or has not been paid within the determined deadline
- if receivables from earlier bookings have not been settled
- if the hi is misled about customers, e.g. by misleading or false personal data and / or if reasons for denial exist which lie in the person of the customer
- in case of reservations by customers which represent inhuman, cult-like or radical political tendencies
- if the justified assumption exists that smooth business, security or reputation of the hi and the Internationaler Bund e.V. with its employees are endangered without this being attributable to the domain of the hi.

The hi must inform the host about the exercise of the right of withdrawal immediately and reimburse the consideration of the contractual parties immediately.

There is no claim of the host to compensation for damages against the hi, except in case of deliberate or grossly negligent behaviour of the hi, its legal representatives or auxiliary persons.

The hi and external companies commissioned by the hi have the right to terminate service agreements with immediate effect, i.e. extraordinarily, and banish the customers in the exercise of its domiciliary rights, if these do damage to the security or reputation of the house, are suspect of committing criminal acts or harass, disturb repeatedly or endanger other guests. The additionally posted house rules of the hi, which are a significant contractual part of these GTC, must therefore be observed.

### **Change of the number of participants and time of the event**

A change of the number of participants has to be communicated to the hi three working days before the beginning of the event, at the latest; agreement by the hi is required.

In case of an increase of the number of participants from 99 persons up to a maximum of 175 persons, a higher room rent as well as higher facility fees with final cleaning will be charged.

As for the calculation of services, which the hi performs according to the number of announced guests, in case of an increase of the contractually agreed number of participants, the actual number of persons will be calculated. In case of a reduction of the contractually agreed number of participants by more than 5%, the hi has the right to charge the contractually agreed number of participants minus 5%.

Booked rooms are at the customer's disposal in the period between 8 am and 11 pm at the latest. If the agreed starting and ending time of the event change without previous written consent by the hi, the hi can charge additional costs of performance readiness, unless there is a fault by the hi.

### **Bringing in food and drinks**

The host is principally **not** allowed to bring food and drinks to events. Exceptions require a written agreement with the hi. In these cases, an additional contribution to cover the general costs will be charged ("corkage").

### **Technical equipment and connections**

As far as the hi procures technical and other equipment by third parties for and at the instance of the host, it acts in the name, with the authority and on account of the host.

The host is liable for the careful treatment and the orderly return. He releases the hi from all claims of third parties from the allocation of these facilities.

The use of own electrical devices of the host under utilisation of the power grid of the hi must be announced and requires the written consent of the hi. Disturbances or damages to the technical systems of the hi, caused by the use of these devices, are chargeable to the host, as far as the hi is not responsible for them. For the electricity costs occurring by their use, a flat rate may be set and charged.

With the consent of the hi, the host has the right to use his own telephone, fax and data transfer devices. For this, the hi may charge a connection fee.

The hi has no internal, trained staff (e.g. facility manager, event engineer etc.) available for the mounting and dismounting of technical equipment and systems and their operation during the event. The host has no claim to support by hi employees. Adequate professionals can be requested by the customer on his own account.

As far as the host transfers the performance of services to third parties, he has to ensure the observance of all relevant occupational health and safety regulations.

Disturbances of technical or other equipment made available by the hi will be eliminated immediately if possible. Payments cannot be withheld or reduced as far as hi is not responsible for these disturbances.

### **GEMA / GEZ**

Official approvals required for events must be procured by the customer in time on his own account. The observance of requirements regulated by public law and other directions rests on him.

All music events resp. performances must be previously announced to the GEMA resp. the GEZ, and the hi must be informed about this. The hi is released from possible claims by the GEMA resp. the GEZ which arise from unauthorised use of the rights of the GEMA, GEZ or third parties (e.g. omission of announcement by the host).

The host is only allowed to use name and brand of the hi within the framework of the advertising of his event and after previous agreement with the hi.

### **Loss or damage of brought in items**

Exhibition or other, also personal items brought in are in the function rooms, resp. in the hi at the sole risk of the hosts. The hi is not liable for loss, demise or damage, except in case of gross negligence or deliberate action.

Decoration material brought in must comply with the fire regulations and is not allowed without written approval by the hi. The hi has the right to demand an official prove for this. Because of a possible damage, the setting up and mounting of items has to be arranged with the hi previously. The fire prevention and general security requirements (e.g. keeping clear the escape paths etc.) must always be observed.

Exhibition or other items brought in have to be removed immediately after the end of the event. In case of omission, the hi may carry out the removal and storage at the cost of the host. For items left in the function room, the hi may charge an additional room rent for the duration of retention.

Packing material occurring in connection with the supply of the event by the host or third parties must be disposed of by the host. Should the host leave packing material behind in the hi, the hi has the right to dispose of them on account of the host.

### **Liability**

The hi is not liable for loss or damage of valuables brought in, except in case of gross negligence or deliberate action by the hi, its legal representatives or auxiliary persons.

The host is liable for all damages of the building or inventory caused by participants, resp. visitors of the event, employees or other third parties from his domain or by himself.

The exercise of leisure activities and usage of all furnishings and items at the hi as well as on the premises of the hi are at the own risk of the guests. Parents are liable for their children.

Complaints have to be announced to the management in written form immediately. Any liability claims cease unless they are announced to the hi immediately after discovery.

The hi can demand the provision of appropriate securities (e.g. insurances, deposits, guarantees etc.) by the host.

### **Final clauses**

Place of delivery and payment is the place of business of the hi in Munich/ Germany. German law shall apply. There are no verbal side agreements. Modifications and amendments of the agreement require written form.

Should individual provisions of the contract and / or general terms and conditions be or become invalid, the validity of the other provisions shall remain unaffected by this. In place of the invalid provision, a legally permissible regulation which comes as close as possible shall apply which comes closest to the intended economic or legal aspect.

In addition to these general terms and conditions for events, the hi has separate general terms and conditions which apply additionally.

The separately posted house rules of the hi, which are also a significant contractual part of these GTC, must be observed by all customers and guests.

### **Hostel**

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