



HOTEL ZUR TENNE

BUSINESS CONDITIONS

Hotel Zur Tenne

These general rules and conditions for events (banquets) held at the Hotel Zur Tenne form an integral part of the contract for the order submitted by you. (Hereinafter described as the promoter). Other conditions submitted by the promoter are invalid. The promoter binds himself to these rules as well as to all the appropriate trade and other conditions and by his signature accepts and guarantees the adherence too.

1. **Participant's guarantee**

For events during which food is served, the Hotel requires at least three working days notice with a statement of the exact number of persons that will be participating. This number is deemed to be the guaranteed minimum number and for which the Hotel will make all the preparations. In any event this minimum number will be debited against the promoter. Furthermore, an increase in numbers will result that the Hotel will charge an additional extra for those meals, food, drinks, smokes etc.

2. **Cancellation of events**

A free of charge cancellation of a room or event area is possible in the event of non-use, giving 6 months notice before the event. For a cancellation up to 4 months before the event an amount of 50% will be levied and for 2 months it will be 80%. This percentage will be debited against the deposit paid. In the case of lodging the general cancellation rules of the Austrian Hotel Ordinance apply. (§5).

§5 withdrawal from the lodging contract.

- (1) A lodging contract can be cancelled without payment of a fee by notice from either of the contracting parties by giving three months before the commencement date. The cancellation notice must reach the other party at least three months in advance.
- (2) Any one of the contracting parties giving one-month notice to the other subject to payment of a cancellation fee that equals 3 days room charges is entitled to cancel a lodging contract. Any one of the parties must have received the cancellation notice at least one month before the commencement date.
- (3) In the event of the guest not arriving before 1800 hours on the day booked, the owner of the lodge has the right to withdraw from the contract, unless of course different arrival times were agreed upon.
- (4) If however the guest has paid a deposit the room (rooms) stay reserved up to 1200 noon latest of the following day.
- (5) The guest is obliged to pay the lodge owner the agreed upon monies for the rooms as ordered or for other services even though the guest did not make use of them. However the lodge owner must deduct from any monies due the amount saved by him through the non-use of the facilities or the monies made by letting the reserved rooms. Experience has shown that in most cases the saving is 20% of the room tariff and 30% of the other services.
- (6) It is the lodge owner's duty to endeavour, as far as it is possible, to let the rooms. (§ 1107 ABGB).

3. SERVICE

For the care and well being of our guests we make available the number of employees that comply to the laid down international quality standards. In the event that for special requests additional personnel should be required, same will be made available as stated in the offer for the hourly rate per worker at an extra charge. The Hotel makes available for the promoter's use; it's personnel even after the lapse of the agreed event time. However the promoter must take into account that after 0100 an employee surcharge becomes payable.

4. PRICES

Our prices are inclusive of all taxes, deductions and service money (tip). Valid until further notice.

5. VALUABLES

Valuables and cash money brought by the participants to the event can be kept free of charge in the Hotel safe after space having been made available. For valuables kept elsewhere the Hotel does not accept liability

6. BEVERAGE ACCOUNT

Failing other arrangements, all beverages are accounted for by the actual consumption thereof.

7. FOOD AND DRINK BROUGHT ONTO THE PREMISES BY THE PROMOTER

Without the written permission by the Hotel, no food or drink may be brought to the Hotel for consumption. The Hotel reserves the right to charge an appropriate fee for food and drinks brought onto the premises.

8. MUSIC

In the event of the promoter planing to present some music during the event he is obliged to inform the Hotel about this fact well in time and all fees or levies are to paid by the promoter. All costs in this regard are for the account of the promoter.

9. DECORATION

The promoter is obliged to inform the Hotel regarding the installation of decoration materials or other articles and to obtain the Hotel's permission. The function rooms may not be damaged and the decoration must comply with the style of the Hotel. Trained personnel must carry out the installation and all fire regulations must be adhered too. After the event all decoration supplied by the Hotel remains the property of the Hotel.

10. AVAILABILITY COSTS

The agreed upon availability costs apply exclusively for the availability of the rooms only. The costs for erection and removal of special furniture, like rows of chairs, dance floor, speaker's platform etc will be accounted for in terms of the arrangement.

11. LIABILITY

Damages caused by guests, employees or representatives of the promoter are the responsibility of the latter. In given cases the Hotel can insist on appropriate insurance by the promoter. The Hotel is only liable for damages to goods or their loss, brought onto the property, if by own neglect and is not liable for negligence by third parties.

12. JURISDICTION

The place of jurisdiction is Kitzbühel.

13. NOTICE BY THE HOTEL.

The Hotel is entitled at all times and without having to give reasons to cancel an agreement if.

- A) An event endangers the smooth running of the Hotel.
- B) The reputation and security of the Hotel becomes endangered.
- C) *Vis major*. Act of God is present.

In no event shall the promoter be entitled to claim for damages.