

Terms and conditions

1. SCOPE

These terms and conditions apply to hire of conference and banquet rooms at Hotel Fränkischer Hof for the purpose of holding events, as well as to all other services and deliveries through Hotel Fränkischer Hof in connection with these events. In particular, this includes restaurant and accommodation services.

2. BOOKING

Booking of rooms and areas, reservation of hotel rooms and agreement of other deliveries and services through Hotel Fränkischer Hof become legally valid when the banquet agreement is countersigned by the organiser. The handover of rooms and/or areas, including beyond the scope set down in this agreement, results in the establishment of a rental agreement in every case.

3. SUBLETTING OR RELETTING

The advance written approval of Hotel Fränkischer Hof is required for subletting or reletting of rooms and/or areas.

4. PRICES

All prices given are inclusive of 19 % VAT (as of January 2021), except for accommodation services that are subject to VAT at 7 %. Legislative changes to the VAT rate will be passed on to customers.

5. PAYMENT

Payments due to Hotel Fränkischer Hof must be paid within 8 days of the invoice being sent, without deduction. Hotel Fränkischer Hof can ask the organiser for an appropriate advance payment before providing the services.

6. THE CLIENT'S DUTY TO COOPERATE

(Number of attendees at events with food and/or drinks)

The organiser's duty to cooperate aims to enable Hotel Fränkischer Hof to prepare for the event with care. For that reason, the organiser must bindingly inform Hotel Fränkischer Hof of the number of attendees 3 working days before the date of the event, at the latest. A deviation of up to 5 percent fewer attendees than registered will not result in an extra charge. Greater downward deviations entitle Hotel Fränkischer Hof to claim flat rate compensation amounting to 80 percent of lost turnover from the sale of food and/or drinks and accommodation. If numbers are higher than registered, Hotel Fränkischer Hof will base its fee on the actual number of attendees. Higher deviations must be discussed in sufficient time in advance with Hotel Fränkischer Hof.

7. CONSUMPTION OF FOOD AND DRINKS

The organiser is not permitted to consume their own food and drinks or food and drinks procured externally at the event. A separate written agreement must be concluded in special cases (wedding cakes, national specialities, medical indications, demonstration purposes). Hotel Fränkischer Hof can request a service charge and/or corkage fee.

8. CHANGES TO ROOMS

Hotel Fränkischer Hof reserves the right to allocate the organiser different rooms, provided that this is reasonable for the organiser, taking into consideration the interests of Hotel Fränkischer Hof.

9. THIRD-PARTY ARTICLES

If Hotel Fränkischer Hof procures technical or other equipment or articles from third parties for the organiser, Hotel Fränkischer Hof is acting in the name of and on behalf of the organiser.

The organiser is liable in respect of Hotel Fränkischer Hof for the careful handling and proper return of these pieces of equipment and articles and indemnifies Hotel Fränkischer Hof against all third-party claims resulting from handover of these pieces of equipment and articles.

10. PUBLICATION

Publications or advertisements that refer to Hotel Fränkischer Hof and that contain invitations to sales events or references to other events require the advance written agreement of Hotel Fränkischer Hof in each case. If a publication or advertisement of this kind is made without the consent of Hotel Fränkischer Hof and if this adversely affects the essential interests of Hotel Fränkischer Hof, Hotel Fränkischer Hof has the right to withdraw from the agreement and cancel the event. Hotel Fränkischer Hof is then entitled to claim flat rate compensation pursuant to no. 15 of this agreement.

11. NON-FULFILMENT AND WITHDRAWAL FROM THIS AGREEMENT

11.1 If the organiser does not fulfil the banquet agreement (cancellation of the event, non-appearance, etc.), Hotel Fränkischer Hof is entitled to claim flat rate compensation. The amount of the flat rate compensation can be found in the order confirmation by Hotel Fränkischer Hof and no. 15 of this agreement.

11.2 The organiser must inform Hotel Fränkischer Hof of the non-fulfilment and/or withdrawal from this agreement in writing.

11.3 Hotel Fränkischer Hof is entitled to withdraw from the agreement if there are reasonable grounds to assume that the event will threaten the smooth running of business operations, safety or the reputation of the hotel. Hotel Fränkischer Hof can also cancel the event in cases of force majeure.

12. DAMAGES OR LOSSES

12.1 The organiser is liable for losses or damages that are caused by the organiser, its staff, other assistants, attendees and visitors of the event or vicarious agents. It is the responsibility of the organiser to take out insurance to cover this risk. In particular cases, Hotel Fränkischer Hof can request proof of such insurance.

12.2 In order to avoid damage, putting up decorations or other articles on the walls and doors is not permitted. The organiser is responsible for the compliance of decorations or other articles with fire safety regulations. In case of doubt, Hotel Fränkischer Hof can request presentation of confirmation from the competent fire safety authority.

12.3 Hotel Fränkischer Hof is only liable for loss or damages to items brought by the organiser, its staff, its vicarious agents or its visitors, customers or guests in cases of gross negligence or intention. Liability for ordinary negligence is ruled out.

12.4 Smoking is not permitted in the hotel building. Cleaning costs will be charged in the event of non-compliance.

13. PLACE OF JURISDICTION, PLACE OF PERFORMANCE, APPLICABLE LAW

The place of performance is the headquarters of Hotel Fränkischer Hof with the district of Hof as the place of jurisdiction. The law of the Federal Republic of Germany applies to this contract.

14. FLAT RATE COMPENSATION

In cases where Hotel Fränkischer Hof is entitled to flat rate compensation because of withdrawal from the contract or other reasons for termination, the following rates are considered to have been agreed:

The compensation is reduced according to the extent to which Hotel Fränkischer Hof is able to hire out the rooms to other guests.

15. WITHDRAWAL FROM THE AGREEMENT

up to 150 days before the start of the event - free

up to 120 days before the start of the event 25 % of the menu or buffet price x number of people

90 to 40 days before the start of the event 40 % of the menu or buffet price x number of people

40 to 15 days before the start of the event 55 % of the menu or buffet price x number of people

14 to 5 days before the start of the event 75 % of the menu or buffet price x number of people

4 days or fewer before the start of the event 100% of the menu or buffet price x number of people.

If no menu or buffet has been chosen the cheapest menu price x number of people will apply.

The following applies to room reservations:

up to 40 days before arrival free

up to 20 days before arrival 30 % of the room/stay price

up to 10 days before arrival 50 % of the room/stay price

up to 4 days before arrival 80 % of the room/stay price

up to 1 day before arrival 90 % of the room/stay price.