# KAMEHA GRAND BONN

# Additional terms Kameha Grand Bonn Betriebsgesellschaft mbH for events

#### 1. General information

- All prices listed in the event offer include the currently valid VAT. For a VAT increase, the prices will be adjusted accordingly. The prices and rates listed in the offer are only valid within the framework of the respective event and agreed conditions. Unless a specific room has been expressly agreed in the event contract, the hotel reserves the right to change premises provided that they comply with the requirements in principle.
- II. The possibility of continuous updating of the prices of the hotel (due, among other things, to an adapted occupancy situation) may cause the hotel's prices to deviate from the previously booked prices. For the customer, the final price stated at the end of the booking process / contract signing is decisive.
- III. The city of Bonn charges a 5 percent accommodation tax on the gross accommodation price on all private overnight stays. Exempt from the tax are overnight stays that are in particular connected with the professional and commercial activity, a freelance, educational or other educational activity.
- IV. Booked rooms are available to the customer from 16:00 on the day of arrival. The customer is not entitled to an earlier provision. Guests arriving before 16:00 but not earlier than 11:00 may, subject to availability and upon written confirmation from the hotel, purchase their rooms for a fee of EUR 25.00.
- V. On the agreed departure day, the rooms must be vacated at the latest by 12 noon. Thereafter, the hotel may charge a fee of EUR 25.00 for the additional use of the room up to a maximum of 15:00. If used after 15:00, there will be an additional fee equal to the current room rate of the category used.
- VI. The customer may not bring food and drinks to events. Exceptions require prior written agreement with the hotel.
- VII. If an event requires subsequent special cleaning (such as shampooing carpeting) through the premises rented by the client, the hotel will charge them accordingly and charge the customer. The hotel will provide proof of the necessity in a suitable form (for example through photos).
- VIII. If damage is caused to the building, furnishings or furnishings of the hotel (carpet, chairs, tables, etc.) by the event or participants of the event, the hotel will document these damages (eg through photos) and subsequently bill the organizer for the costs of the replacement or repair of damaged items. The customer is liable for damages caused by the customer himself, his employees, vicarious agents or event participants and visitors. The hotel may require the customer to provide adequate security (such as insurance, deposits or guarantees).

# 2. Exclusivity of the rooms

I. For the sake of form, we would like to point out that only the booked function rooms are exclusively available to you. The following premises are public areas (unless explicitly stated otherwise in the contract), which may be shared with other guests / events: Lobby, Foyers, Hallways, Kameha Dome, Kameha Dome Bar, Conference Bar, Stage Bar, Puregold Bar, Next Level, YUNICO, Zino Lounge, RheinAlm our 3 terraces as well as the spa area

# 3. Advance payment

- I. The advance payment is 100% of the expected total turnover plus VAT and is payable in the following scale:
  - 50% of expected total sales within 4 weeks of signing the contract.
  - 50% of the expected total sales up to 6 weeks before the start of the event.
- II. With contract signing, the completed credit card form is additionally required as a booking guarantee. Advance payments will be credited to the total bill. If a third party makes the booking, he is jointly and severally liable to the hotel as the customer together with the organizer. If participants of an event are to make payments directly to the hotel at the instigation of the organizer, the organizer is jointly and severally liable with the participant.
- III. In case of cancellation of the booking, outside the cancellation policy set out in this contract, the pre-payment may only be refunded if the venue and / or room could otherwise be leased. If the re-letting for a lower turnover for the hotel takes place, as contractually agreed, the difference to the contractually agreed turnover is to be taken over by the organizer.
- IV. If agreed payments are not received in time, the hotel reserves the right to cancel the booking and charge the contractually agreed cancellation fee.

# 4. Cancellation policy

I. Cancellation (in whole or in part) of events and / or room reservations and other agreed contractual services is only possible in accordance with the following cancellation policy.

# 4.1 Reduction of the room when booking via rooming lists

- I. After signing the contract, the following cancellation conditions apply, which can alternatively be used once:
  - Up to 20% of the contractually agreed room units per day of booking: free cancellation possible up to 8 weeks before arrival.
  - Up to 10% of the contractually agreed room units per day of booking: free cancellation possible to 4 weeks before arrival.
  - 2 room units: free cancellation possible until 2 weeks before arrival.
- II. Rooms that are cancelled beyond this number or the specified dates will be charged 90% of the agreed room rate (including VAT and breakfast) for the entire agreed stay. Exception: If rooms could otherwise be rented at a lower rate, the difference to the contractually agreed rate must be borne by the organizer.

SEITE 1 VON 2

#### 4.2 Reduction of participants of the event

- I. After signing the contract, the following cancellation conditions apply to the conference packages, which can alternatively be used once:
  - Up to 20% of the contractual participants per day: free cancellation possible up to 8 weeks before arrival.
  - Up to 10% of the contractual participants per day: free cancellation until 4 weeks before arrival possible.
- II. Reductions of participants exceeding the aforementioned amount and dates are charged to the organizer with 90% of the agreed conference fee.

#### 4.3 Cancellation of individual services

- I. After signing the contract, the following cancellation conditions apply to the cancellation of individual services:
  - Up to 8 weeks before the start of the event, in the event of cancellation, the agreed contractual service is charged at 100% (room rental, individual technical services, personnel services, etc.). In addition, 40% of the contractually agreed food and beverage turnover will be charged if a participant reduction takes place.
  - Up to 4 weeks before the start of the event, the agreed contractual service is charged at 100% (room rental, individual technical services, personnel services, etc.). In addition, 60% of the contractually agreed food and beverage turnover will be charged if a participant reduction takes place.
- II. Any subsequent cancellation will result in the calculation of 100% of the agreed contractual service (room rental, individual technical services, personnel services, etc.). In addition, 80% of the contractually agreed food and beverage turnover will be charged if a participant reduction takes place.
- III. If F & B services have been contracted according to consumption (eg drinks), the hotel reserves the right to charge € 20,00 per participant as a compensation fee. The parties are free to prove higher or lower damages.

# 5. Resignation of the hotel

- I. If the advance payment according to para. 3 of the section "Advance Payment", even after the expiry of a period set by the hotel, the customer is not entitled to withdraw from the contract. The assertion of damages remains expressly reserved.
- II. Furthermore, the hotel is entitled to withdraw from the contract for justifiable cause if
  - force majeure or other circumstances for which the hotel is not responsible make performance of the contract impossible; in this case, the hotel is obligated to inform the customer immediately about the unavailability of the service and to reimburse immediately any compensation of the customer;
  - Hotel services with misleading or false statements of material facts, e.g. the customer or the purpose, and the customer does not correct the misleading or false information within a reasonable time;
  - the hotel has justified cause to believe that the use of the services of the hotel may jeopardize the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to the domain or organization of the hotel:
- III. The withdrawal is carried out by written declaration to the customer.
- IV. In the case of justified cancellation of the hotel, no claim of the customer for damages arises.

# 6. Technical facilities and connections

- Insofar as the hotel procures technical and other equipment from third parties for the customer upon request, it acts on behalf, in power of attorney and, if so agreed, on behalf of the customer. The customer is responsible for the careful treatment and proper return. The customer exempts the hotel from all claims of third parties in connection with the provision of these technical or other facilities, which are based on a fault of the customer.
- II. The use of the customer's own electrical systems using the hotel's electricity network requires the hotel's prior written consent. Disruptions or damage to the hotel's technical equipment caused by the use of these devices are the responsibility of the customer, unless he is not responsible for them.

# 7. Loss or damage of brought objects

- 1. Bringing exhibited or other items are at the risk of the customer in the event rooms. Liability of the hotel for loss, destruction or damage is governed by the provisions of the section "Liability".
- II. The customer's own decorative material must comply with the fire safety requirements. At the request of the hotel, the customer has to provide official proof of this. Due to possible damage, the installation and attachment of items must be agreed in advance with the hotel.
- III. All brought objects are to be removed by the customer immediately after the end of the event. If the customer does not fulfill this obligation, the hotel is entitled to carry out the removal and / or storage of the objects at the expense of the customer.

# 8. Liability of the hotel

The detailed liability of the hotel in accordance with the terms and conditions document Terms and Conditions Accommodation, point. 6, section I.-IX. The "Liability" section serves as the basis for this section and can be viewed at <a href="https://www.kamehabonn.de/de/agbs.html">https://www.kamehabonn.de/de/agbs.html</a>.

# 9. General Terms and Conditions

 The terms and conditions for the Kameha Grand Bonn Betriebsgesellschaft mbH can be found at: https://www.kamehabonn.de/de/agbs.html

SEITE 2 VON 2