

General Terms and Conditions (GTC)

Amedia Hotels

1. Rates

All prices are stated in Euro (or the national currency respectively) and include the corresponding applicable VAT rates. All other statutory fees which are to be charged to the guest severally are shown separately.

2. Arrival and departure times

Check-in time is 15:00, check-out time is 12:00. For early arrivals or late departures the luggage may be lodged. The guest is liable for the property he/she brought and lodged in the hotel.

3. Closing date for contingent and event reservations

To be able to confirm special company contingents, all reservations must be submitted to the hotel no later than 14 days prior to arrival or start of the event. The organizer may thereby submit a list of names or the participants may make individual bookings directly. Bookings received by the hotel after the agreed date can only be considered if there is sufficient availability.

4. Extraordinary termination of contingent and event bookings

Upon conclusion of the contract the hotel holds the agreed room contingent and booked conference rooms for the customer. The hotel shall be entitled to give extraordinary notice of termination under observance of customer interests and a notice period of 1 week if

(a) the reasonable presumption arises that the organizers will endanger and disturb the smooth running of hotel operations due to the event programme which has become known after the conclusion of the contract.

b) the reputation as well as the safety of the hotel will be endangered and these circumstances have only become known after conclusion of the contract.

c) in the case of force majeure (see section 16)

The hotel must exercise the right of termination within a period of one week once the reasons for termination have become known. The organizer is excluded from filing claims for damages.

5. Cancellation policy for group, event, and corporate customer bookings

Upon conclusion of the contract the hotel holds the agreed room contingent (min. 12 rooms) and any conference rooms that may have been booked for the customer. The hotel room and group contingent / the event may be cancelled in writing by both parties at no charge up until (including) the 90th day prior to arrival / start of the event. Cancellations at a later date incur the following charges by the organizer/customer:

- from the 89th – 60th day prior to the arrival date: 10% of the expected total sales according to quotation and calculation

- From the 59th – 31st day prior to the arrival date: 30% of the expected total sales according to quotation and calculation

- From the 30th – 15th day prior to the arrival date: 50% of the expected total sales according to quotation and calculation

- From the 14th – 03rd day prior to the arrival date: 80% of the expected total sales according to quotation and calculation

- from 48 hours prior to arrival: 100% of the expected total sales according to quotation and calculation

Cancellation fees will only be charged at the full rate if the hotel cannot resell the rooms and banqueting halls. If a confirmed booking is cancelled by the organizer, any preparation costs that have already been incurred, particularly from the rental of technical equipment, band bookings etc., shall be borne in full by the organizer.

6. Reduction of the room contingent

From the 89th – 31st day prior to the arrival date 30% of the contingent booked three months prior to arrival may be cancelled free of charge. From the 30th day up to 48 hours prior to the arrival date the hotel will accept a 10% cancellation of the contingent booked one month prior to arrival free of charge. Cancellations placed within 48 hours prior to the arrival date cannot be accepted free of charge. For cancellations outside this scope the room rate shall be charged for the entire length of the stay if the hotel room cannot be re-let.

7. Guaranteed number for conferences and banquets / minimum calculation

The organizer must notify the hotel with regard to the final number (guaranteed number = minimum calculation) of participants of an event no later than five working days prior to the event as a careful execution can otherwise no longer be guaranteed. The invoice will be based on the guaranteed number. Downward deviations of the number of participants in comparison to the guaranteed number cannot be taken into account for invoicing. For upward deviations of the number of participants the invoice shall be based on the actual number of participants. Should the guaranteed number be exceeded by more than 5%, it may not be possible to serve the desired menu. If the hotel is not notified of the guaranteed number up to three business days prior to the event, the agreed minimum calculation stated in the contract will automatically be designated as guaranteed number.

8. Cancellation of individual bookings (withdrawal, cancellation or non-utilization of hotel services)

Cancellations made by a customer/guest require the consent and authorization of the hotel (preferably in writing). If this is not the case, the price agreed in the contract shall be paid even if the customer does not use the services specified in the contract. If a free-of-charge contract cancellation date has been agreed upon in writing between the hotel and customer, the customer may cancel the contract until that date without payment or compensation requests by the hotel. Revenues from the re-letting of rooms not used by the customer, as well as saved expenses are to be credited by the hotel. The hotel is at liberty to charge the contractually agreed fees and to credit saved expenses at a fixed rate. In this case the customer is obliged to pay at least 90% of the contractually agreed price for overnight stays incl. breakfast, 70% for half board (dinner arrangements) and 60% for packages and other arrangements. The guest is at liberty to show that the above stated claim has not arisen or not incurred the amount demanded.

Amedia Hotel GmbH

Registered office of the company: Adlerstrasse 1, A-4600 Wels

Managing Directors: Udo Chisté and Monika Chisté

Commercial Court Wels: FN 362528 f

VAT ID: ATU664257

AMEDIA Hotelbetriebs GmbH
Registered office of the company: Alsterdorferstrasse 575a, 22337 Hamburg
Managing Director: Udo Chisté
Commercial Register Hamburg HRB 130159
VAT ID: DE265457253

Amedia Hotel s.r.o.
Registered office of the company: Türkova 5a/2318, CZ – 14900 Prague
Managing Director: Monika Chisté
Commercial Court Prague: 24212601
VAT ID: CZ24212601

9. Jurisdiction

The court of jurisdiction and place of fulfillment for services rendered to the guest/customer by the hotel owner is the respective location of the hotel the booked hotel rooms / event facilities are located at.

10. Changes

Significant changes to the organizer's programme schedule or the number of participants may require and entail adjustments to the agreed price. Such subsequent changes are to be considered by the hotel only if they were confirmed by the hotel in writing and if an agreement on the adjustment of lodging expenses has been confirmed in writing.

11. Hospitality

The services of the hotel are to be used exclusively for any type of hospitality service hosted in the hotel, including small refreshments such as e.g. coffee, mineral water, fruit juices and similar items. If your own drinks are to be served, the consent of the hotel is required and a so-called "corkage fee" is to be paid which amounts to a standard 50 % of the hotel's sales prices for the same drinks unless agreed otherwise in writing.

12. Organization of events

Pursuant to a separate agreement with the hotel, the organizer is entitled to bring objects to the rooms provided by the hotel for the purpose of exhibition, presentation, offering or for demonstration purposes or for use as media.

The organizer thereby has to exercise the greatest possible consideration for the hotel operation and the protection of the hotel, fixtures and guests. The exhibitor is obliged to treat the building, furnishings, fixtures, facilities and equipment of the hotel with great care. The insertion of wall fixings is not permitted without the express consent of the hotel. The organizer is liable for any infringement, any damage and any unusual wear and tear caused by the use of the hotel or by the installation and dismantling of exhibits and exhibition media, regardless of whether the damage was caused by the organizer himself, his employees, vicarious agents or his visitors. The items brought into the hotel by the organizer for the purpose of his event are considered part of the hospitality arrangement. The same applies if third parties (e.g. employees, staff members, representatives, agents, customers or business partners of the organizer) take such items to the hotel. The hotel's liability regarding damages incurred by the organizer, be it damages to items introduced to the hotel by the organizer or his people or be it due to the non-fulfillment of the hotel's duties, is excluded for cases of minor negligence by the hotel and its people; gross negligence and intent are limited to a maximum amount of € 1,000 for all damages on one event. This also applies in case the hotel has allocated special lockable facilities to the organizer for the temporary storage of goods. The use of our hotel safe is hereby recommend.

13. Vacating the event facilities

The organizer shall vacate the used rooms by the agreed time. If a day but no time was agreed, the facilities shall be vacated by 21:00 of the respective day. If the organizer fails to comply with the vacation date, the hotel is entitled to remove all introduced items at the organizer's cost and risk and/or is entitled to invoice an additional day.

14. Deposits

Deposits of 30% (of the expected total sales) required by the contract hotel are to be made by the 21st day prior to arrival; if this has been agreed in the booking confirmation, the hotel enters a contractual obligation only if the deposit is paid by the agreed date. The agreed deposits are non-refundable and may be offset against the actual invoice amounts. If the hotel is able to re-sell the rooms and event facilities in case of a cancellation (by the customer), the deposit amounts shall be returned after deduction of cancellation fees in accordance with sections 4-6 (see above). The deposits are payable to the respective bank account of the hotel.

15. Payment of invoices

All invoices are due net within 7 days from invoice date. Payment must be effected by bank transfer to the bank account specified in section 14. If the invoice amounts have not been settled after 30 days, the hotel reserves the right to charge 3% of the amount per month plus payment reminder charges and/or the legally permissible maximum interest rate. The debtor shall bear all the costs incurred in the debt collection case.

16. Force majeure

"Force majeure" releases both parties, the customer and the hotel, from their contractual obligations under this agreement. Deemed to be force majeure: war, occupation, riot, strike, full collapse of infrastructure facilities, termination of air traffic with the exception of weather conditions or strikes; however, this only applies if the hotel and its operation is directly affected by any of these conditions.

(GTCs - updated 02/2013)