

General Terms and Conditions

For Conferences, Banquets, Exhibitions and Greater Events

1. The guest accommodation agreement (rental agreement) is deemed concluded as soon as the confirmation of reservation has been signed by both parties herein (organiser / hotel) with legally binding effect. The written consent of the hotel is required for sub-rentals or transferrals of the rental agreement.
2. The conclusion of the guest accommodation agreement (rental agreement) obliges the parties herein to comply with the stipulations of this agreement regardless of the term the agreement was concluded for. The agreement cannot be terminated unilaterally.
3. Agreed option times are binding for both parties herein. The hotel reserves the right to re-rent the rooms and function facilities after the option times have lapsed.
4. Hotel rooms reserved are available to the guests from 3:00 p.m. on the day of arrival to 11:00 a.m. on the day of departure. Unless a specific arrival time was agreed upon, the hotel reserves the right to re-rent the reserved rooms after 6:00 p.m..
5. Reserved congress, banquet or conference rooms shall be available to the service beneficiary during the periods of time agreed upon in writing only. For any additional use of such rooms the prior consent of the event organisation division is required.
6. The service recipient shall not acquire any claim to the provision of specific hotel rooms, conference, banquet or meeting rooms. Should agreed rooms, conference, banquet, or meeting rooms - for whatever reason - not be available, the hotel shall be obliged to provide substitutes, including outside the hotel, insofar as this is reasonable.
7. The following costs shall be payable in the case of changes in reservations / orders and cancellations of reserved hotel rooms, congress, banquet or conference rooms, and arrangements which can be considered in writing only:
 - a) Up to 40 days prior to arrival: no costs
 - b) 39 to 30 days prior to arrival: 30% of the agreed services *
 - c) 29 to 14 days prior to arrival: 45% of the agreed services *
 - d) 13 to 8 days prior to arrival: 60% of the agreed services *
 - e) 7 - 0 days prior to arrival: 80% of the agreed services *

* * The agreed services include accommodation and meals/packages, room hire!

If the agreement includes more than 50 stays overnight on one event day, the above periods will be extended by 30 days each. The hotel will endeavour to make alternate arrangements/re-rentals regarding rooms, congress, banquet or conference rooms and facilities organised which fail to be utilised within the scope of their possibilities in order to avoid losses. Until an alternate re-rental of the agreed rooms, congress, banquet or conference rooms and facilities organised may be effected, the beneficiary of the services must pay the calculated amount for the duration of the agreement, taking into consideration the above costs stipulations.
8. In order to ensure a proper handling of group reservations (12 persons or more), the beneficiary of the services is obliged to submit to the hotel a list of the participants 4 days prior to arrival.
8. a In case of group reservations (12 persons or more), at least 1 meal per day must be taken at the hotel facilities.
9. If the beneficiary (customer) is not identical with the organizer of the event, both parties shall be liable jointly and severally.
10. If after the conclusion of the agreement it is determined that the event contracted with the beneficiary / organizer would jeopardize the smooth conduct of the hotel business or the safety or the reputation of the hotel, the hotel may cancel the agreement. This clause will be applicable particularly if the hotel was not sufficiently informed by the service beneficiary / organizer about the true purpose of the event at the time of the conclusion of the contract.
11. The hotel's invoices are payable within 7 days from the date of the invoice without any deductions.
12. Deposit calculations (100% of the fixed costs on overnight stay + breakfast, lump sum arrangement, dishes) become due with a reservation to 14 days before the event beginning.
13. Should the period of time between the reservation agreement and the rendering of the service exceed 6 months, the hotel reserves the right to make changes in price without prior notice. Changes in the VAT rate shall be in favor of or to the disadvantage of the service beneficiary regardless of the time of conclusion of the agreement.
14. No oral auxiliary agreements are made. All amendments and additions must be effected in writing.
15. A change in the number of participants of a joint meal must be received in writing no later than 3 days prior to the start of the event, otherwise, at least the number of menus ordered will be invoiced.
16. The beneficiary / organizer of the event is liable for the payment for any additional food and beverages ordered by the participants of the event.
17. Bringing food and beverages to the premises of the hotel required the prior consent of the hotel.
18. The hotel will not be liable for the loss of or damage to any objects or exhibits brought to the hotel premises. All decoration material must comply with police and fire safety requirements.
19. The mounting of decoration material or other objects is not allowed without the consent of the hotel. The service beneficiary / organizer of the event will be liable for any damages to the building, furniture or equipment of the hotel which may occur during the event including damages caused by individual participants, without any evidence of individual fault.
20. Defects in technical or other devices made available, shall if at all possible, be remedied immediately. However, payments due may not be retained or reduced.
21. The removal of objects and / or packaging material brought to the event by the organizer of the event will be invoiced by the hotel depending upon the scope of necessary work invoiced.
22. Should a stipulation contained in these terms and conditions be invalid, this shall not impair the validity of other stipulations herein. A closely similar valid stipulation shall replace the invalid one.
23. The place of performance and the place of jurisdiction is the business residence of the hotel.
24. The rates include the legal VAT valid at the time of delivering our services, unless the VAT is separately noticed.

- Effective from February 2015 -

Yachthotel Chiemsee GmbH · Harrasser Straße 49 · D-83209 Prien am Chiemsee

Telephone: +49 (0) 8051 69 6-0 · Fax: +49 (0) 88051 5171 · Internet: www.yachthotel.de · Email: info@yachthotel.de