

# What you should know

– when throwing a party, holding a meeting or conference in the town

## What you should know

– when throwing a party, holding a meeting or conference in the town

HORESTA is the trade association for the hotel, restaurant and tourist industry in Denmark.

Look for the HORESTA logo when choosing a venue. It's your guarantee of a safe choice.

### Peace of mind for guests

Should disagreements arise between the parties with regard to bookings, the holding of an event, etc, the consumer can take the matter to the Danish Complaint Board for Hotel, Restaurant and Tourism, which was set up by HORESTA and the Danish Consumer Council in 1998.

Any complaint up to the value of DKK 150,000 can be dealt with by the Board. This also applies to complaints about businesses that do not belong to HORESTA.

### The HORESTA Guarantee

The HORESTA Guarantee gives guests the security of knowing that they can always get the money owing to them, though only if their complaint about one of HORESTA's members is upheld.

### Code of practice for social events, courses and conferences

This code of practice is intended to help anyone who wishes to throw a party, hold a course or conference at an establishment in the hotel, restaurant and tourist industry.

The code of practice reflects industry usage and includes rules for booking and cancelling social events, courses and conferences where other arrangements have not specifically been agreed.

Industry usage in Denmark coincides completely with the international rules in the area and is typically taken as a basis for decisions by the Complaint Board for Hotel, Restaurant and Tourism and the country's courts.

At some of the hotels and restaurants that belong to HORESTA it is possible to take out cancellation insurance, so it is a good idea to ask whether the establishment offers this service.

## Social event – written confirmation

1.

The written confirmation should contain accurate information on the agreed menu and other services together with the date and time frame for the event.

The total price for the event should also be specified exactly, including whether a set wine menu, unlimited wine or a free bar is included, for example. The same applies to the size of the booking fee and the deposit.

If the event goes on after normal closing time (midnight) or the agreed time, the establishment may make a separate charge to cover the costs incurred.

## Social event – cancellation well in advance

2.

Cancelling a social event for:

- 12 or more people must be made in writing at least 4 weeks before the date on which the booked event is to be held
- fewer than 12 people must be made in writing at least 2 weeks before the date on which the booked event is to be held

## Social event – right to compensation

3.

If the entire social event is cancelled or a reduction of more than 10 per cent is made

- up to and including 6 days before the booked event is to be held, the hotel or restaurant, etc., may demand compensation equivalent to 50 per cent of the price for the cancelled services.
- less than 6 days before the booked event is to be held, the hotel or restaurant, etc., may demand compensation equivalent to 75 per cent of the price for the cancelled services.

4.

In the event of cancellation well in advance the hotel or restaurant, etc., may require the guest to pay for services that cannot be cancelled, e.g. music, office supplies, equipment, etc., according to account rendered.

5.

In the event of a no-show the hotel or restaurant, etc., is entitled to charge the full price for the entire event.

## Courses and conferences – written confirmation

6.

The written confirmation should contain information on the duration of the stay, the scope of the facilities to be provided, the number of meals and other refreshments. Where overnight accommodation is involved, the number of rooms and total price per participant should be specified. The same applies to the size of the booking fee and the deposit.

7.

The agreed price is based on the number of days the course/conference is to last in accordance with the booking. Arrival after the start of the course/conference and departure before it ends does not entitle the guest to a price reduction in relation to the quote.

8.

The guest must supply a list of participants' names – and, where overnight accommodation is involved, the final allocation of the number of rooms booked – at least a week before the course/conference is to take place. The guest must forward the conference programme, specifying meals and other refreshments, at the same time.

## Courses and conferences – cancellation well in advance

9.

The entire course/conference can be cancelled well in advance up to 6 weeks before it is to be held. Any sort of reduction in the course/conference of up to 35 per cent – including the number of participants, duration, etc. – requires notice to be given in writing at least 3 weeks before the course/conference is to be held.

## Courses and conferences – right to compensation

10.

In the event of cancellation less than 6 weeks before the course/conference is to be held, the hotel, etc., may demand compensation equivalent to 65 per cent of the price for the services ordered.

In the case of a reduction of more than 35 per cent in the number of participants or a reduction less than 3 weeks before the course/conference is to be held, the hotel, etc., may opt

- to regard the entire course/conference as cancelled and demand compensation equivalent to 65 per cent of the price for the services originally ordered, or
- to hold the course/conference with payment in full for any reduction for which it did not receive notice in writing well in advance

11.

In the event of cancellation well in advance the hotel, etc., may require the guest to pay for services that cannot be cancelled, e.g. music, office supplies, equipment, etc., according to account rendered.

12.

In the event of a no-show the hotel, etc., is entitled to charge the full price for the entire course/conference.

### General rules for confirmation and cancellation

13.

So that it can be proved that a contract exists, the booking should always be documented in the form of either an order confirmation or a booking agreement that has been confirmed in writing by both parties.

14.

Any cancellation or change to the original booking should be made in writing and well in advance in accordance with the applicable deadlines for the event in question.

### Booking fee and deposit

15.

When the booking has been made, the guest can expect to pay a booking fee to be agreed. The fee will be deducted from the final bill, but will not be refunded in the event of cancellation.

The deposit will be deducted from the final bill and refunded in the event of cancellation well in advance.

### Limitation of loss

16.

The hotel or restaurant, etc., is always entitled to try and limit a potential loss by hiring the booked premises out to another party. If the hotel or restaurant, etc., claims compensation for late cancellation, the guest may ask for proof that the premises were not hired out to another party.

## Cancellation or relocation

17.

In the event of cancellation or relocation on the part of the hotel or restaurant, the guest may demand indemnification for all the documented extra costs incurred as a result.

18.

If the guest wishes to either complain about the event or claim compensation, the hotel, etc., must be informed as soon as possible after the event has or should have taken place.

## Force majeure

19.

In the event of extreme circumstances outside the parties' control (force majeure) cancellation can take place without payment.

## Arbitration

20.

Disagreements regarding interpretation of the contract and application of these provisions will be decided by arbitration, see the Danish Arbitration Act.

The party wishing to submit the matter to arbitration must make a request in this respect to HORESTA, which will appoint an arbitrator to represent the hotel or restaurant, etc., as soon as possible after receiving the request.

The other party must appoint its own arbitrator within 14 days of being informed that the arbitrator in question has been appointed. If this deadline is not complied with, HORESTA is entitled to appoint both arbitrators.

The arbitrators will appoint an impartial umpire, who must be a lawyer.