

Groups & Events COVID-19 CLAUSE:

The “Client” being Party responsible for the contract signing and all payment related to the events. The “Hotel” being the designated hotel Party and chosen Kempinski property.

This clause will be applicable in addition to the force majeure clause, if necessary, due to the very specific situations related to any pandemic crisis, like the COVID-19 in 2020 and being eventually not covered by the force majeure clause. The (Covid-19reason) has to hinder at least 40% of the whole group to attend the event in order for The Client to be able to refer to and initiate the (Covid-19reason) clause.

Neither Party will be deemed in default of this Contracted Agreement to the extent that performance of its obligations are delayed, reduced or prevented by the “Reason” of communicable disease (Covid-19), due to specific instructions from a related government or internationally approved organization, of which the (Covid-19reason) could not be foreseen at the time of contracting and there had been no reasonable cause to take action for preventing or mitigating for the (Covid-19reason). Provided that either Party gives the other Party agreed written notice period and thereof with proof that (Covid-19reason) is directly affecting the event and or attendees, the following options can be mutually agreed. (1)The Client uses their good faith and all efforts to continue as a smaller event without attrition damages. (2)The Client rebooks the event (with the same or greater value) to a future date within 12 months from the cancellation date subject to mutual approval and without liability, with all group/event costs and paid deposits transferred to the rescheduled date. Point (2) can only be applied on one single occasion, requests for future postponements must be approved by the Hotel, and if no such approval is granted then the existing contracted cancellation terms will be honoured by the Client. (3) The event is cancelled by mutual agreement and as direct only result of (Covid-19reason). If Point 3 is applied, then the original signed contract cancellation conditions will be eligible at the discretion of the Hotel.

The Hotel shall only accept proof from public and official sources (e.g. medical certificate, official travel restrictions issued by the competent Ministry or institution in the country concerned, WHO, Travelling Company’s notification of cancelling of flights, trains, etc.) as authentic.