

Framework agreement between
Danmarks Rejsebureau Forening; DRF (Association of Danish Travel Agents and Tour Operators)
and
Hotel-, Restaurant- & Turisterhvervet; HORESTA (Association of the Hotel, Restaurant and
Tourism Industry in Denmark)

§ 1

Validity

The framework agreement shall be valid unless the hotel and travel agency have partially or completely receded from it.

§ 2

Definitions

§ 2.1

A temporary reservation agreement, including allotment, shall be interpreted as an offer which is binding for the hotel and which can be limited time-wise. The agreement shall cease to exist when the deadline expires. If there is no time limitation, it shall expire on the last day when a timely cancellation can take place without any fee(s) being charged.

§ 2.2

The reservation agreement shall be interpreted as the hotel's written confirmation of the agency's written order or as the agency's written acceptance of the hotel's written offer.

Hotel services shall be interpreted as any service which the hotel must produce in accordance with the reservation agreement or the preliminary reservation which must list the time of delivery, number and price.

§ 2.4

A hotel package deal shall be interpreted as a hotel service consisting of a room and one or more additional services as for instance meals, rooms, entertainment and external services which are priced as one.

§ 2.5

The hotel arrangement shall be interpreted as the hotel services covered by a reservation agreement.

§ 2.13

A group shall be interpreted as at least 15 guests who are covered by the same reservation agreement with by and large the same arrival and departure dates and who pay together. The parties shall state in the preliminary reservation and in the reservation agreement which cancellation rules a certain group is covered by, cf. encl. 1. If this is not the case, the group shall be covered by the cancellation rules listed in section 15.

The reservation agreement shall not lose its original designation as a group due to a full or partial cancellation.

§ 2.15

A conference shall be interpreted as individually paying guests covered by the same reservation agreement when the agency has reservation agreements in connection with the event with one or more hotels or in cases where the parties agree to call the event a conference.

The parties shall list the cancellation rules which a conference is covered in the preliminary reservation and in the reservation agreement, cf. encl. 2. If this is not done, the conference shall be covered by the cancellation rules listed in section 16.

The reservation agreement shall not lose its original designation as a conference due to a full or partial cancellation.

§ 4

List of names

A list of names stating the agreed-upon or preferred room types shall be submitted to the hotel no later than 14 days prior to the arrival.

If the agency fails to submit the list of names in time, the hotel shall be able to request this in writing. If the agency does not react to the request no later than two (2) weekdays after having received the said request, this shall constitute a cancellation of all the hotel services covered by the reservation agreement.

It shall be attempted to correct difficulties arising due to a lack of room specifications and lists of names or due to such specifications/lists having been submitted too late, but the hotel shall not be responsible for such difficulties.

§15

Cancellation of groups

Unless other cancellation deadlines have been agreed upon (see enclosure 1), the below cancellation terms apply to all groups.

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

In the case of later cancellations, the hotel shall be entitled to compensation corresponding to $\frac{3}{4}$ of the price of the hotel services covered by the locked-in, booked event which was cancelled too late. However, the minimum charge shall be an amount which corresponds to the full price for the busiest 24-hour period covered by the agreement.

In the case of no shows, late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event.

§ 16

Cancellation of conferences

Unless other cancellation deadlines have been agreed upon (see enclosure 2), the below cancellation terms apply to all conferences:

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 30 days prior to arrival, the agency shall be free to cancel the reservation agreement for conferences.

In the case of late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event, cf. sections 9 and 11.

In the case of no shows, the hotel shall be entitled to compensation corresponding to 50% of the price of the hotel services booked but no less than the price of the hotel services booked for the first 24-hour period. Any possible credit card costs in connection with the payment of the balance by the guest shall be borne by the hotel.

C. - The 60 day rule

Up until and including 60 days prior to arrival, the agency shall be free to cancel the reservation agreement for a group.

In the case of later cancellations, the hotel shall be entitled to compensation corresponding to $\frac{3}{4}$ of the price of the hotel services covered by the locked-in, booked event which was cancelled too late. However, the minimum charge shall be an amount which corresponds to the full price for the busiest 24-hour period covered by the agreement.

In the case of no shows, late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event.

In the case of later cancellations, the hotel shall be entitled to compensation corresponding to $\frac{3}{4}$ of the price of the hotel services covered by the locked-in, booked event which was cancelled too late. However, the minimum charge shall be an amount which corresponds to the full price for the busiest 24-hour period covered by the agreement.

In the case of no shows, late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event.

Enclosure 2 - Conference cancellation stipulations

The parties can choose the following cancellation stipulations instead of the general cancellation stipulations in section 16 of the agreement:

C. - The 60 day rule

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 60 days prior to arrival, the agency shall be free to cancel the reservation agreement for conferences.

After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

In the case of a later cancellation, the hotel shall be entitled to compensation corresponding to the price of the hotel services booked for the first 24 hours.

In the case of late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event, cf. sections 9 and 11.

In the case of no shows, the hotel shall be entitled to compensation corresponding to 50% of the price of the hotel services booked but no less than the price of the hotel services booked for the first 24-hour period. Any possible credit card costs in connection with the payment of the balance by the guest shall be borne by the hotel.

- After 60 days up until 40 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 40 days up until 20 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 20 days up until 10 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 5 days up until 3 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.