

GENERAL TERMS AND CONDITIONS FOR EVENTS
NATURHOTEL WILDEWIESE GMBH

1 SCOPE

- 1.1 These terms and conditions apply to contracts for the rental of conference, banquet and function rooms of the hotel for the organization of events such as banquets, seminars, meetings, exhibitions and presentations etc. as well as for all other services and deliveries provided in this context for the customer the hotel.
- 1.2 The subletting or re-letting of the rooms, areas or showcases as well as the invitation to interviews, sales or similar events requires the prior consent of the hotel in writing, whereby § 540 para. 1 sentence 2 BGB is waived, as far as the customer is not a consumer is.
- 1.3 General terms and conditions of the customer only apply if this has been expressly agreed.

2 CONCLUSION OF CONTRACT, PARTNERS, LIABILITY, LIMITATION

- 2.1 Contractual partners are the hotel and the customer. The contract is concluded by the acceptance of the customer's request by the hotel. The hotel is free to confirm the booking of the event in text form.
- 2.2 The hotel is liable for any damages caused by injury to life, limb or health. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of contractual obligations of the hotel. A breach of duty of the hotel is equal to that of a legal representative or vicarious agent. Further claims for damages, unless otherwise stipulated in clause 9, are excluded. In the event of any disruption or defect in the services provided by the hotel, the hotel will make every effort to remedy the situation, if the customer knows or is promptly notified. The customer is obliged to contribute to reasonable costs in order to remedy the fault and to minimize possible damage. Incidentally, the customer is obliged to inform the hotel in good time about the possibility of causing an exceptionally high damage.
- 2.3 All claims against the hotel expire in principle one year from the statutory limitation period. This does not apply to claims for damages and other claims, provided that the latter is based on an intentional or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, BILLING

- 3.1 The hotel is obliged to provide the services ordered by the customer and promised by the hotel.
- 3.2 The customer is obligated to pay the agreed or applicable prices of the hotel for these and other services. This also applies to services ordered by the customer directly or via the hotel, which are provided by third parties and provided by the hotel. In particular, this also applies to claims of copyright collecting societies.
- 3.3 The agreed prices include the taxes applicable at the time the contract was concluded. In the case of changes in the legal value added tax or the new introduction, modification or abolition of local taxes on the subject matter after conclusion of the contract, the prices will be adjusted accordingly. For contracts with consumers, this only applies if the period between the conclusion of the contract and the performance of the contract exceeds four months.
- 3.4 Invoices of the hotel without a due date are payable within ten days of receipt of the invoice without deduction. The hotel may demand the immediate payment of due claims from the customer at any time. In case of default of the customer the legal regulations apply. The hotel reserves the right to prove higher damages.
- 3.5 The hotel is entitled to demand a reasonable advance payment or security deposit, for example in the form of a credit card guarantee, upon conclusion of the contract by the customer. The amount of the advance payment and the payment dates can be agreed in text form in the contract. In case of default of the customer the legal regulations apply.
- 3.6 In justified cases, for example, payment arrears of the customer or extension of the scope of contract, the hotel is entitled, even after conclusion of the contract up to the beginning of the event, an advance payment or security deposit within the meaning of paragraph 3.5 above or an increase in the contract agreed advance payment or security deposit to full to demand agreed remuneration.
- 3.7 The customer can only offset or charge against a claim of the hotel with an undisputed or legally enforceable claim.

4 CANCELLATION OF THE CUSTOMER (CANCELLATION, CANCELLATION)

- 4.1 A withdrawal of the customer from the contract concluded with the hotel is only possible if a right of withdrawal has been expressly agreed in the contract, another statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible agreement to a contract cancellation should be made in text form.
- 4.2 Insofar as an appointment for a free withdrawal from the contract has been agreed between the hotel and the customer, the customer may by then withdraw from the contract without triggering payment or damage claims of the hotel. The customer's right of withdrawal expires if he does not exercise his right to withdraw from the contract by the agreed date.
- 4.3 If a right of withdrawal has not been agreed or has already expired, there is also no statutory right of withdrawal or termination and if the hotel does not agree to a cancellation of the contract, the hotel reserves the right to the agreed remuneration despite non-use of the service. The hotel has to take into account the income from other rental of the rooms as well as the saved expenses. The expenses saved in each case can be calculated in accordance with sections 4.4, 4.5 and 4.6. The customer is free to prove that the claim was not or not at the required amount. The hotel is free to prove that a higher claim has arisen.

- 4.4 If the customer only back between the 8th and the 4th week before the date of the event, the hotel is entitled to charge in addition to the agreed rental price 35% of the lost food sales, with each subsequent withdrawal 70% of the food turnover.
- 4.5 The calculation of the food turnover follows the formula: agreed menu price x number of participants. If no price has yet been agreed for the menu, the cheapest 3-course menu of the current event offer is used.
- 4.6 If a conference fee per participant has been agreed, the hotel is entitled to charge 60% of the conference fee x agreed number of participants in the event of a cancellation between the 8th and the 4th week before the event date.

5 WITHDRAWAL OF THE HOTEL

- 5.1 If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract in this period, if there are inquiries from other customers to the contractually booked event rooms and the customer on reasonable request Setting a deadline on his right to resign is not waived.
- 5.2 If an advance payment or security deposit agreed or demanded in accordance with clause 3.5 and / or clause 3.6 is not made even after the expiry of a reasonable period of grace set by the hotel, the hotel is also entitled to withdraw from the contract.
- 5.3 Furthermore, the hotel is entitled to withdraw from the contract for a materially justified reason, in particular if
 - Force majeure or other circumstances for which the hotel is not responsible make performance of the contract impossible;
 - events or rooms are culpably booked under misleading or false information or concealment of material facts; In doing so, the identity of the customer, the solvency or the purpose of the stay can be of crucial importance;
 - the hotel has reasonable cause to believe that the event may jeopardize the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to the domain or organization of the hotel;
 - the purpose or the cause of the event is unlawful;
 - there is a violation of section 1.2. 5.4 The justified resignation of the hotel does not constitute a claim of the customer for damages.

6 CHANGES TO THE PARTICIPANT NUMBER AND EVENT TIME

- 6.1 An increase in the number of participants by more than 5% must be communicated to the hotel no later than five working days before the start of the event; it requires the consent of the hotel, which should be in text form. The billing is based on the actual number of participants, but at least 95% of the agreed higher number of participants. If the actual number of participants is lower, the customer has the right to reduce the agreed price by the additional costs saved by the smaller number of participants.
- 6.2 A reduction in the number of participants by more than 5% should be communicated to the hotel early, at the latest up to five working days before the start of the event. The billing is based on the actual number of participants, but at least 95% of the final agreed number of participants. Section 6.1 sentence 3 applies accordingly.
- 6.3 If the number of participants is reduced by more than 10%, the hotel is entitled to exchange the confirmed rooms, taking into account the possibly deviating room rental, unless this is unreasonable for the customer.
- 6.4 If the agreed start or end times of the event are postponed and the hotel agrees to these deviations, the hotel may reasonably charge for the additional willingness to perform, unless the hotel is at fault.

7 BRINGING FOODS AND BEVERAGES

The customer may not bring food and drinks to events. Exceptions require an agreement with the hotel. In these cases, a contribution is made to cover the overheads.

8 TECHNICAL EQUIPMENT AND CONNECTIONS

- 8.1 Insofar as the Hotel procures technical and other equipment from third parties for the Customer at the Provider's request, it acts on behalf of, under the authority of and for the account of the Customer. The customer is responsible for the careful treatment and proper return. He indemnifies the hotel from all claims of third parties arising from the provision of these facilities.
- 8.2 The use of the customer's own electrical systems using the hotel's electricity network requires its approval. Disruptions or damage to the hotel's technical equipment caused by the use of these devices shall be charged to the customer, unless the hotel is responsible for them. The electricity costs arising from the use may be charged and calculated by the hotel.
- 8.3 The customer is entitled with the consent of the hotel to use its own telephone, fax and data transmission facilities. The hotel can charge a connection fee.
- 8.4 If suitable facilities of the hotel remain unused due to the connection of the customer's own facilities, a cancellation fee can be charged.
- 8.5 Faults in technical or other facilities provided by the hotel will be remedied immediately if possible. Payments can not be withheld or reduced, as far as the hotel is not responsible for these disturbances.

9 LOSS OF OR DAMAGE TO COMPLAINTS

- 9.1 Accompanying exhibition or other, even personal items are at the risk of the customer in the event rooms or in the hotel. The hotel assumes no liability for loss, destruction or damage, including property damage, except in case of gross negligence or intent of the hotel. Exceptions to this are damages resulting from injury to life, limb or health. In addition, all cases in which the custody is a contractual obligation due to the circumstances of the individual case are excluded from this indemnification.
- 9.2 Any decorative material brought in must comply with the fire protection requirements. The hotel is entitled to demand official proof for this. If such proof is not provided, then the hotel is entitled to remove already brought in material at the expense of the customer. Due to possible damage, the installation and attachment of items must be agreed in advance with the hotel.
- 9.3 Any exhibits or other objects brought along must be removed immediately after the end of the event. If the customer fails to do so, the hotel may carry out the removal and storage at the expense of the customer. If the items remain in the function room, the hotel may charge a reasonable compensation for the duration of the room's retention.

10 LIABILITY OF THE CUSTOMER FOR DAMAGES

- 10.1 If the customer is an entrepreneur, he is liable for all damage to buildings or inventory caused by event participants or visitors, employees, other third parties from his area or himself.
- 10.2 The hotel may require the customer to provide an adequate security deposit, for example in the form of a credit card guarantee.

11 FINAL PROVISIONS

- 11.1 Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions shall be made in text form. Unilateral changes or additions by the customer are invalid.
- 11.2 Place of performance and place of payment as well as exclusive place of jurisdiction - also for check and bill of exchange disputes - is in commercial traffic Amtsgericht Arnberg. If a contracting party fulfills the requirements of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction is Amtsgericht Arnberg.
- 11.3 German law applies. The application of the UN sales law and conflict of laws is excluded.
- 11.4 If individual provisions of these General Terms and Conditions for Events are or become invalid or void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.
- 11.5 This terms of services have been translated with Google Translator. To view the original german version please visit: <https://www.steinbergs-wildewiese.de/wp-content/uploads/2017/08/AGB-Veranstaltungen.pdf>