



## General Terms and Conditions for Events

### Strandhotel Berg

#### 1. Scope of application

- 1.1. These terms and conditions apply to contracts for the rental of conference, banquet and event rooms of the hotel for the execution of events such as banquets, seminars, meetings, etc. as well as all related other services and deliveries of the hotel.
- 1.2. The re-letting of the rooms, areas and showcases provided as well as the invitation to job interviews, sales or similar events require the prior written consent of the hotel.
- 1.3. Terms and conditions of the organizer shall only apply if this has been expressly agreed in writing.

#### 2. Conclusion of contract, partners, liability

- 2.1. The contract is concluded when the hotel accepts (confirms) the application in writing to the organizer; these are contractual partners.
- 2.2. If the customer/orderer is not the organizer himself or if a commercial intermediary or organizer is engaged by the organizer, they are jointly and severally liable together with the organizer for all obligations arising from the contract.
- 2.3. The hotel is liable for its obligations under the contract. This liability is limited to deficiencies in performance which, except in the typical performance area, can be traced back to willful intent and gross negligence on the part of the hotel. In addition, the organizer is obliged to inform the hotel in good time of the possibility of exceptionally high damage.

#### 3. Services, prices, payments

- 3.1. The hotel is obliged to provide the services ordered by the organizer and promised by the hotel.
- 3.2. The organizer is obliged to pay the prices agreed for these services of the hotel. This also applies to services and expenses of the hotel to third parties in connection with the event.
- 3.3. The agreed prices include the respective statutory value added tax. If the period between conclusion of the contract and fulfilment of the contract exceeds 4 months and the price generally charged by the hotel for such services increases, this may be increased in accordance with the contractually agreed price, but not by more than 10%.
- 3.4. Invoices of the hotel without a due date are payable without deduction within 14 days of receipt of the invoice. In the event of default in payment, the hotel is entitled to charge interest at the rate of 4% above the respective base interest rate or the corresponding successor interest rate of the European Central Bank. The organizer reserves the right to prove a lower damage, the hotel a higher damage.
- 3.5. The hotel is entitled to demand a reasonable advance payment at any time. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
- 3.6. The room rentals are confirmed in the individual correspondence. If the customer withdraws from the contract, the hotel is entitled to the full amount of the room rental as compensation, provided the room could not be rented to someone else.



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### **4. Resignation of the hotel**

4.1. If the advance payment is not made even after expiry of a reasonable grace period set by the hotel with a threat of rejection, the hotel is entitled to withdraw from the contract.

4.2. Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, for example if

- Force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
- events or rooms are culpably booked under misleading or false information or concealment of essential facts; the identity of the customer, the solvency or the purpose of the stay may be essential.
- the hotel has reasonable grounds to believe that the event may jeopardies the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization.
- the purpose or occasion of the event is unlawful.
- there is a violation of section 1.2. The hotel must inform the organizer immediately of the exercise of the right of withdrawal.

4.3. There is no claim of the organizer for damages against the hotel, except in the case of intentional or grossly negligent behavior of the hotel.

### **5. Resignation of the organizer (cancellation) / Change in the number of participants and the time of the event**

5.1. If the organizer withdraws after the contract has been concluded, the hotel is entitled to invoice the agreed room rental, provided that the room could not be rented to someone else.

5.2. If flat rates have been agreed, they will be invoiced as indicated below. The basis for calculation is flat rate x number of persons plus room provision costs.

5.3. The calculation of the food revenue is based on the formula: banquet menu price x number of people. If no price has yet been agreed for the menu, the cheapest 4-course menu of the current event offer will be used as a basis. The basis for the number of people is the last status reported in writing.

5.4. Special or third-party services already booked by the hotel for the respective event, which are not used as a result of the cancellation, are in any case to be remunerated in full.

5.5. Saved expenses after 5.2 are thus compensated. The organizer reserves the right to prove a lower damage, the hotel a higher damage.

5.6. Unless separately agreed in writing, the following cancellation regulations apply for flat rates and lost food revenue (and also if the number of participants is reduced)

Up to 112 days before the start of the event: All services, except the room rental, can be cancelled free of charge.

111 – 57 days before the start of the event: 25% of the agreed flat rates and/or the lost food revenue will be charged in addition to room rent.

56 – 28 days before the start of the event: 35% of the agreed flat rates and/or the lost food revenue will be charged in addition to room rent.

27 – 08 days before the start of the event: 70% of the agreed flat rates and/or the lost food revenue will be charged in addition to room rent.



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07 – 01 days before the start of the event: 90% of the agreed flat rates and/or the lost food revenue will be charged in addition to room rent.

On arrival day: 100% of the agreed flat rates and/or the lost food revenue will be charged in addition to room rent.

The number of participants can only be reduced once. These cancellation fees serve to cover the costs of the general and own costs included in the revenue, personnel costs, calculated profit and VAT.

5.6. In the event of a deviation upwards, the actual number of participants will be charged. An increase in the number of persons requires the written consent of the hotel.

5.7. In the event of deviations in the number of participants by more than 10%, the hotel is entitled to redefine the agreed prices and to exchange the confirmed rooms, unless this is unreasonable for the organizer.

5.8. We recommend, as far as possible, the conclusion of a private party cancellation protection / wedding celebration cancellation protection.

5.9. If the agreed start and end times of the event are postponed without the prior written consent of the hotel, the hotel may charge additional costs of willingness to perform, unless the hotel is at fault.

### **6. Bringing food and drinks**

In principle, the organizer is not allowed to bring food and drinks to events. Exceptions require a written agreement with the hotel. In these cases, the contribution to cover the overhead costs is calculated (plate money).

### **7. Attachment / display of things you have brought with you**

7.1. If the hotel is commissioned by the organizer to attach or display items that you have brought with you (banners, flags, decorative elements, etc.), the hotel is not liable for any damage that may arise from performing these activities.

7.2. The hotel reserves the right to charge a flat fee for the work. The amount depends on the time required.

### **8. Technical equipment and connections**

8.1. If the hotel procures technical and other equipment from third parties for the organizer at the organizer's instigation, it acts in the name of, in power of attorney and for the account of the organizer. The organizer is liable for the careful treatment and the 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 organizer's own electrical systems using the hotel's power grid requires the hotel's written consent. Disturbances or damage to the technical facilities of the hotel occurring due to the use of these devices are at the expense of the organizer, if the hotel is not responsible for them. The hotel may record and charge a flat rate for electricity costs incurred as a result of the use.

8.3. With the consent of the hotel, the organizer is entitled to use its own telephone, fax and data transmission facilities. The hotel may charge a connection fee for this.

8.4. If suitable connections of the hotel remain unused due to the connection of the organizer's own facilities, a revenue loss fee may be charged.

8.5. Malfunctions in technical or other facilities provided by the hotel will be eliminated immediately if possible. Payments cannot be withheld or reduced if the hotel is not responsible for these disruptions.



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### **9. Loss of or damage to items brought along**

9.1. Exhibition or other personal belongings are at the risk of the organizer in the event rooms or in the hotel. The hotel assumes no liability for loss or damage, except in the case of gross negligence or intent on the part of the hotel.

9.2. Decoration material brought along must meet the fire protection requirements. The hotel is entitled to request official proof of this. Because of possible damage, the setting up and attachment of objects must be agreed with the hotel in advance.

9.3. The exhibition objects or other things brought along must be removed immediately after the end of the event. If the organizer fails to do so, the hotel may carry out the removal and storage at the expense of the organizer. If the items remain in the event room, the hotel may charge room rent for the duration of the stay. The organizer reserves the right to prove a lower damage, the hotel a higher damage.

### **10. Parking situation / driveways**

10.1. Parking spaces on the hotel premises are only available in a limited number.

10.2. It is the duty of the organizer to secure the parking and access conditions. The hotel is not subject to its duty to provide information and provision.

### **11. Liability of the organizer for damages and copyright infringements**

11.1. The organizer is liable for all damage to the building or inventory caused by event participants or visitors, employees, other third parties from his side or himself.

11.2. The hotel may demand from the organizer the provision of appropriate securities (e.g. insurance, deposits, guarantees).

11.3. For excessive pollution by the organizer and third parties involved, the hotel reserves the right to charge a cleaning fee. The amount depends on the degree of pollution.

11.4. The organizer shall ensure that statutory noise regulations are complied with. The hotel is not liable for noise disturbances caused by the organizer or third parties involved. Any resulting claims for damages shall be borne by the organizer.

11.5. If the rights of third parties (copyrights, etc.) are affected during events, the organizer is obliged to obtain appropriate approvals at his own expense before holding the event and to pay any fees incurred (GEMA fees, etc.) directly. Should claims for damages nevertheless be asserted against the hotel, the organizer shall indemnify the hotel against the contact person.

11.6. The hotel does not participate in dispute resolution proceedings before consumer arbitration boards.

### **12. Final provisions**

12.1. Changes or additions to the contract, the acceptance of the application or these terms and conditions for events must be made in writing. Unilateral changes or additions by the customer are ineffective.

12.2. The place of performance and payment is the registered office of the hotel.

12.3. Payment shall be made in EURO. Any bill of exchange and bank charges shall be borne by the customer.

12.4. The exclusive place of jurisdiction in commercial transactions, also for check and bill of exchange disputes, is the registered office of the hotel. If a contractual partner fulfils the requirement of § 38 (1) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.



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12.5. German law shall apply.

12.6. Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.