

## **General Terms and Conditions (GTC) for the booking contract between the Schlüßhof Seminar GmbH (short Schlüßhof) with their Contract Partners (CP for short)**

### **§ 1 SCOPE OF APPLICATION**

These terms and conditions apply to the rental of guest rooms and seminar rooms, as well as all others supplies and services of the Schlüßhof, in particular the Sales of food and beverages (catering services).

### **§ 2 ACCOMMODATIONS AND SERVICES**

The Schlüßhof is obliged to keep the arranged room(s) booked by the CP available for use as well as all to provide the agreed upon services in writing. The CP is obliged to submit payment for the agreed/applicable prices. This also applies to the services and expenses of the Schlüßhof to third parties, which are incurred by the CP.

### **§ 3 PRICES**

The prices for the respective services are determined according to the current price list of the Schlüßhof and are inclusive of the statutory value added tax. Public charges such as tourist taxes etc. are not included and remain the sole responsibility of the individual guests.

### **§ 4 PAYMENTS**

At the conclusion of the contract, the Schlüßhof is entitled to receive the agreed upon payment in full. The payment claim of the Schlüßhof is due immediately after receipt of the relevant invoice without deduction. Restitution is due no later than the day of departure in cash, EC or Maestro card unless otherwise agreed upon in the contract. In the event of a delay in payment, the Schlüßhof is entitled to charge the statutory interest on arrears.

### **§ 5 CONTRACT CANCELLATION**

If the CP cancels or reduces the booked accommodations wholly or in part up to three months before the agreed date of service delivery, the CP shall remain liable for payment of 50%. In the case of a later cancellation (under 3 months from the planned service delivery date) the CP is obligated to pay 80% of the agreed upon price. Calculation is based on the agreed single room price or house price. When the CP cancels catering services at least three months before the agreed upon service delivery start date, the CP shall remain liable to pay 80% of the agreed upon prices. Calculation is based on the agreed number of persons, with a minimum of the full catering price per person, per overnight stay, per reserved room. A reduction of the agreed upon number of persons up to 10% is tolerated. For unannounced non-arrival or cancellation up to 24 hours before the agreed upon service delivery date, the full price is payable. The above cancellation rates also apply in the case of an early departure and take into account the deductions for expenses of the Schlüßhof. However, the parties remain at liberty to prove higher or lower savings.

### **§ 6 CANCELLATION OF THE CONTRACT BY THE COURT**

The Schlüßhof may cancel the contract according to the legal regulations of the contract if, after a legal and reasonable deadline the CP has not fulfilled payment obligations; or, the CP gives misleading or false information about the contract circumstances. An authorized cancellation by the Schlüßhof does not provide grounds for any claims by the CP for damages/compensation(s). Small groups can reserve up to 6 rooms without obligation, when a need on the side of the Schlüßhof is present.

### **§ 7 ROOM PREPARATION / RETURN**

Unless otherwise agreed in writing, the booked accommodations rooms and seminar rooms are available on the day of arrival starting at 3:00pm. On the day of departure, the rooms must be vacated by 10:00am and the seminar rooms by 1:00 pm. In case of a late check-out, the Schlüßhof can charge 50% of the list price for all applicable rooms.

### **§ 8 TERMS OF USE**

Should the CP plan an event that includes a musical performance, the details of the event must be provided to the Schlüßhof in advance. The necessary payments for GEMA fees and entertainment tax are the responsibility of the CP. The CP shall submit the confirmation forms to the Schlüßhof at least one week prior to the event. The music must end no later than 10:00pm for the courtesy of the other guests. The same applies to other display-oriented event elements, e.g. fireworks.

If it is necessary to bring food and drinks into the cafe area an express permission from the Schlüßhof is required. Additionally, the Schlüßhof may apply an appropriate fee.

Pets are not allowed.

All rooms of the Schlüßhof are non-smoking areas.

### **§ 9 DATA PROTECTION**

The collection, processing and use of personal data is exclusively used for purposes of data protection law Regulations, e.g. only for the purpose for which the CP or guest has provided data to the Schlüßhof. Transfer of personal data to third parties will not occur under any circumstance.

### **§ 10 FINAL PROVISIONS**

Place of fulfillment and payment for both contracting parties is the legal seat of the Schlüßhof under the law of the Federal Republic of Germany. Exclusive jurisdiction is the legal seat of the Schlüßhof. Changes or additions is required in writing.