

General Terms and Conditions for Events
SCHUMANN, HOTEL RESTAURANTS & SPA - TEMPEL GmbH

I. Conclusion of contract

1. the contract is concluded as soon as the event rooms, areas or other services have been ordered and confirmed by the hotel.
2. the provision of services shall only take place on the basis of these Hotel GTC. These General Terms and Conditions of the hotel shall apply exclusively. Deviating terms and conditions of the organiser shall not become part of the contract, even if they are not expressly contradicted."
3. subletting or re-letting the event rooms, areas, etc. to third parties requires the written consent of the hotel.
4. if a third party has ordered for a customer, he shall be liable to the hotel as joint and several debtor with the customer. The hotel may demand an appropriate advance payment from the organiser or third party.

II. price, service

1. agreed prices and agreed services of the hotel result from the order confirmation. If the banqueting agreement has not been confirmed, the prices in the current price list shall apply. The prices include service charge and statutory VAT. The organiser is obliged to pay for the services ordered and used. This also applies to services and expenses to third parties arranged by the organiser.
2. if the value added tax changes after conclusion of the contract, the agreed prices shall change accordingly.
3. if the period between the conclusion of the contract and the event exceeds 4 months and the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price appropriately, but by no more than 10%. Furthermore, the hotel may also review price adjustments within 4 months in the event of extraordinary cost increases ('hardship clause'). The prices may also be changed by the hotel if the organiser subsequently changes services or the volume of the service and the hotel agrees.

III Events

1. the organiser must inform the hotel of the final number of participants 10 working days before the start of the event in order to ensure careful preparation. Any downward deviations after this deadline can no longer be taken into account. The guarantee is the basis for invoicing; upward deviations in the number of participants compared to the guaranteed number will be accepted by the hotel up to a maximum of 5%, which will ensure that the event runs smoothly. Any further overruns in the number of participants require the prior consent of the hotel. If the number of participants is exceeded, the actual number of participants shall be taken as the basis.
2. the organiser is generally not entitled to bring food and/or drinks to the events. In special cases, however, an agreement can be made with the hotel, which must be in writing. In such cases, a service charge or corkage fee will be charged. In the event of an offence, the hotel is entitled to charge a lump sum of EUR 20.00 per person.
3. the organiser and the customer are liable for the payment of any additional services ordered by the event participants.
4. if waste is generated as a result of the event, this will be disposed of by the hotel to a reasonable extent and insofar as it is normal household waste. Any hazardous waste or waste that cannot be disposed of by means of normal waste disposal in accordance with the applicable waste management regulations of the district of Bautzen must be collected and disposed of by the organiser within 24 hours of the end of the event, otherwise the hotel is entitled to dispose of the waste itself and to charge the organiser separately for the costs incurred.
5. the organiser/orderer is obliged to inform the hotel without being asked if the provision of services and/or the event is likely to cause public interest or to impair or endanger the interests of the hotel due to its content or character. In the event of a breach of this obligation, the hotel is entitled to immediate cancellation." (possibly refer to III.5).
6. newspaper advertisements and other advertising measures or publications, in particular invitations to job interviews, political or religious events, which have a connection to the hotel, always require the prior written consent of the hotel.

7. at events, care must be taken to ensure that the volume of bands, DJs etc. is reduced to an acceptable level after midnight to preserve the peace and quiet of our hotel guests and neighbouring residents. If the volume requirements are exceeded, the hotel reserves the right to switch off the power or end the event prematurely. Any claims for reduction are excluded.

IV. Payment, invoices of the hotel

1. for bookings, the hotel requires a reasonable advance payment of 50% upon conclusion of the contract. The amount of the advance payment and the date of payment shall be agreed in writing in the contract. If the advance payment is not made on time, the hotel is entitled to withdraw from the contract and to demand compensation in the amount of the agreed cancellation fees.
2. invoices shall be issued within 5 working days of the event. Invoices without a due date are due within 10 working days of the invoice date without deduction.
3. in the event of default in payment, the hotel is entitled to charge interest at a rate of 5% above the respective base interest rate in accordance with § 247 BGB, unless the hotel can prove a higher or the organiser a lower damage caused by default.
4. the place of fulfilment for payment obligations is the hotel's registered office, even if, for example, the claims are credited due to special agreements and/or only become due later due to separate invoicing and agreements.
5. refunds or reimbursements for services not utilised are not possible.
6. the organiser may only offset or reduce a claim of the hotel with an undisputed or legally established claim.

V. Withdrawal, Cancellation, Cancellation by the Organizer

1. cancellation by the customer of the contract concluded with the hotel requires the written consent of the hotel. If this is not given, the agreed price from the contract must be paid even if the customer does not utilise contractual services. This shall not apply in the event of a delay in performance by the hotel or an impossibility of performance for which the hotel is responsible.
2. if a date for cancellation of the contract has been agreed in writing between the hotel and the customer, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if he does not exercise his right of cancellation in writing vis-à-vis the hotel by the agreed date, unless there is a case of default on the part of the hotel or an impossibility of performance for which the hotel is responsible.
3. the hotel is free to charge a lump sum for the damages incurred and to be compensated by the customer. The flat rates are based on customary industry experience. The lump sums are based on the lost revenue less saved expenses in accordance with § 649 BGB.

The customer is then obliged to pay the following flat-rate cancellation fees:

- up to 6 months before the event 50 % of the services ordered
- up to 3 months before the event 75 % of the services ordered
- from 1 month before the event 100 % of the services ordered

The customer is at liberty to prove that no damage was incurred or that the damage incurred by the hotel is lower than the lump sum demanded.

VI Cancellation by the hotel

1. the hotel is entitled to withdraw from the contract for objectively justified reasons, in particular if:
 - a) requested advance payments are not received on time.
 - b) Force majeure or other circumstances beyond the hotel's control make fulfilment of the contract impossible.
 - c) There is a breach of Clause III.5. In this case, the hotel is also entitled to cancel the event.
 - d) The hotel has reasonable grounds to believe that the use of the hotel's services, namely the event planned at the hotel, could jeopardise the smooth running of business operations, safety and/or the reputation of the hotel in social media, the press or online reviews. The organiser shall be liable for any behaviour of its guests that damages the reputation of the hotel.

e) Events are booked with misleading or false statements of material facts, e.g. the organiser or purpose.

2. if a written agreement has been made with the organiser regarding the organiser's right of withdrawal up to a certain date, the hotel shall be entitled to withdraw from the contract up to this date, provided that there are enquiries from other organisers regarding the contractually booked event rooms and the organiser does not waive his right of withdrawal upon enquiry by the hotel.
3. the hotel must inform the customer immediately of the exercise of the right of cancellation.
4. in the event of justified cancellation by the hotel, the customer shall have no claim for compensation or any other claim against the hotel. In the event of cancellation, the hotel is entitled to charge the organiser a flat rate of 10% of the lost revenue for all internal expenses associated with the cancellation.

VII Liability

1. the hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions. Any liability claims shall lapse if the customer does not notify the hotel immediately after becoming aware of the loss, destruction or damage (§703 BGB)
2. the organiser/purchaser is obliged to properly insure the items brought along - e.g. exhibits.
3. the organiser/purchaser shall be liable for loss of or damage to hotel property or possessions caused by his employees, assistants or event participants, as well as for loss and damage caused by himself.
4. the hotel's liability is limited to the careful selection of third parties. Liability for their services is excluded. The organiser is jointly and severally liable with third parties commissioned by him for any damage to hotel property.
5. the hotel is not liable for accidents during leisure programmes of any kind, unless the hotel acts with gross negligence or intent.

VIII Miscellaneous

1. information is provided in good faith. Claims for damages are excluded.
2. lost property will only be forwarded on request. They will be kept at the hotel for 6 months. After this period, items of obvious value will be handed over to the local lost property office, otherwise they will be destroyed or disposed of.
3. the hotel handles messages, post and consignments of goods for guests with the greatest possible care. Storage and forwarding will be undertaken against reimbursement of costs and on express request. Liability is excluded unless the hotel acts with gross negligence or wilful intent.

IX. Non-smoking in hotel rooms

1. Our hotel rooms (with the exception of the GENUSS Suite) are all non-smoking rooms. It is therefore expressly forbidden to smoke in the corridors of the hotel as well as in the hotel rooms and the adjoining bathrooms, showers and toilets etc.. In the event of a breach of the smoking ban, the hotel is entitled to charge the customer a cleaning fee equivalent to one night's accommodation. The customer reserves the right to provide evidence of lower damages, the hotel reserves the right to provide evidence of higher damages.

X. Final provisions

1. deviating agreements or verbal collateral agreements must be in text form to be effective. They shall only become effective if they are confirmed in writing by the hotel. The same applies accordingly to a waiver of the written form requirement itself.
2. place of fulfilment is Schirgiswalde-Kirschau and place of jurisdiction is Bautzen.
3. should individual provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the statutory provision that comes closest to the economic purpose shall apply.