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**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 are ordered, confirmed or, if a confirmation is no longer possible because of time constraints, are provided.
2. The provision of services will only occur on the basis of the existing Hotel Terms and Conditions. The Terms and Conditions of the Organiser will not be acknowledged.
3. Subletting of the event rooms, areas, etc. to Third Parties requires the written agreement of the Hotel.
4. If a Third Party orders for a customer, the Third Party and the Customer are jointly liable to the Hotel. The Hotel can demand a suitable down payment from either the Organiser or the Third Party.

**II. Price, Service**

1. Agreed prices and services provided by the Hotel can be found in the Banquet Agreement. If the Banquet Agreement has not been confirmed, the prices from the current price list apply. Prices include the legally-applicable rate of value-added tax and service charge. The Organiser is obliged to pay for the services ordered and used. This also applies to services and expenditures arranged by the Organiser for Third Parties.
2. Should the rate of value-added tax change after the Conclusion of the Contract, the agreed prices will change respectively.
3. Should the period between Conclusion of Contract and the Event exceed 4 months, and should the calculated prices generally charged by the Hotel for similar services be increased, the Hotel retains the right to reasonably increase the contractually agreed price, however not by more than 10%. Furthermore, the prices may be changed by the Hotel, should the Organiser subsequently change the services or the volume of services and this is agreed to by the Hotel.

**III. Events**

1. The Organiser must inform the Hotel of the final number of participants 48 hours before the start of the event, in order to guarantee thorough preparation.
2. A reduction in participants after the 48 hour deadline cannot be taken into consideration. The guarantee is the basis for the invoicing. Exceeding the number of guaranteed participants up to a maximum of 5% will be accepted by the Hotel, provided the smooth process of the event is warranted. Further exceeding the number of participants must be agreed to in advance by the Hotel. In the case of exceedance, the actual number of participants will be the basis.
3. For all events lasting past 01:00, a charge of 22,00 EUR per employee of service and per commenced hour will be charged.
4. The Organiser is not allowed to bring food and / or drinks to the Events. In particular cases, an Agreement may be reached with the Hotel, which must be in writing. In such cases, a service charge or corkage fee will be charged.
5. The Organiser and the Customer are liable for the payment of any services additionally ordered by the Event participants.
6. Insofar as rubbish is produced during the execution of the Event, and provided the amount is reasonable and is normal household rubbish, it will be disposed of by the Hotel. Any special waste (toxic or otherwise) which, according to the Waste Management of the Community Kirschau, may not be disposed of with normal household rubbish, is to be collected and disposed of by the Organiser within 24 hours after the end of the Event. Otherwise, the Hotel is entitled to carry out the disposal themselves and to invoice the resulting costs separately.
7. The Organiser / Customer is obliged to inform the Hotel unbidden, if the provision of the services and / or the Event, due to its content or character, are likely to raise public interest or may impair or endanger the interests of the Hotel.
8. Advertisements in newspapers, as well as other marketing measures or publications, in particular invitations to interviews, political or religious Events, which may reveal references to the Hotel, must always be agreed to in writing in advance by the Hotel.

9. In the case of dinner Events, it must be paid attention to the fact that after 0:00, the sound volume of bands, DJs etc. are to be reduced to an acceptable level, in order to allow our Hotel guests and neighbouring residents to sleep.

#### **IV. Payments, Invoices from the Hotel**

1. The Hotel may demand an acceptable down-payment at the time the Contract is concluded, or afterwards. The amount of the down-payment and the date it is due will be agreed upon in writing in the Contract.
2. Invoices without a due date are to be paid within 14 days of the invoice date without deductions.
3. In cases of late payment, the Hotel is entitled to charge interest to the amount of 5% above the respective base lending rate (in accordance with Article 247 German Civil Law) provided the Hotel does not provide evidence of a higher interest loss, or the Organiser of a lower interest loss.
4. For the first and second dunning letter after delayed payment, 5,00 EUR arrears fee will be charged. After the third dunning letter after delayed payment, arrears fees amounting to 10,00 EUR will be charged.
5. Place of performance for financial obligations is the location of the Hotel even with regard to payments which are credited under a special agreement and / or become due only later because of special invoicing and agreements.
6. Repayments or refunds for services which are not used are not possible.
7. The Organiser can only offset or reduce the Hotel's payment demands by means of an undisputed legal claim.

#### **V. Withdrawal or Rescission by the Organiser**

1. Rescission must be agreed to by the Hotel in writing. Does this not occur, the Organiser is obliged to pay the contractually agreed prices, even if he does not make use of the services. This does not apply if the Hotel fails to meet his obligations or the provision of one of the services proves to be impossible.
2. Provided that a date has been agreed upon in writing, the customer may rescind the contract without being liable for any compensation claims. The right to rescind is forfeited by the customer if he does not exercise this right in writing to the Hotel by the agreed upon date, provided it is not a case where the Hotel fails to meet his obligations or the provision of one of the services proves to be impossible.
3. The Hotel is at liberty to levy a flat rate cancellation fee.  
The customer is obligated to pay the following flat-rate rescission fees:

Up to the 31st day prior to the agreed date of arrival	20% of the booked services
From the 30th day prior to the agreed date of arrival	25% of the booked services
From the 22nd day prior to the agreed date of arrival	35% of the booked services
From the 15th day prior to the agreed date of arrival	50% of the booked services
From the 8th day prior to the agreed date of arrival	65% of the booked services
From the 2nd day prior to the agreed date of arrival	80% of the booked services
24 hours before arrival	100% of the booked services

The customer is at liberty to provide evidence that the Hotel has suffered no loss or that its losses are lower than those claimed through the flat rate compensation fee.

#### **VI. Rescission by the Hotel**

1. The Hotel is entitled to rescind the Contract in exceptional circumstances, if so justified for well-founded reasons, especially in the event that:
  - a) An advance payment as demanded is not paid punctually.
  - b) Force majeure or other circumstances beyond the control of the Hotel make the fulfilment of the Contract impossible,
  - c) There is any breach of paragraph III.9. In this case, the Hotel is entitled to cancel the Event.
  - d) The Hotel has good grounds for supposing that the use of the Hotel services, namely the Events planned to take place in the Hotel, might jeopardise the smooth running of the Hotel's operations, or the safety or the reputation of the Hotel in the public eye.
  - e) Events are booked giving a misleading or false description of essential facts (e.g. in respect of the Organiser or the purpose of the Event).

2. Provided that the customer's right to withdraw without penalty within a particular time period has been agreed in writing, the Hotel is also for its part entitled to withdraw without penalty within this time period if applications from other customers for the even rooms reserved under contract are to hand, and the customer does not waive his right to withdraw.
3. The Hotel must inform the customer immediately before exercising his rescission rights.
4. If the Hotel justifiably rescinds, the Customer is not entitled to make any claims for any type of compensation.

#### **VII. Liability**

1. The Hotel shall be responsible for items brought into the Hotel in accordance with the provisions of the law. Any claims to liability shall be null and void if the customer does not report to the Hotel any loss, destruction or damage immediately after he has become aware of it (Article 703 German Civil Law).
2. The Organiser / Customer is obliged to appropriately insure any objects they bring, such as exhibits.
3. The customer shall be liable for any damage to the building, property or Hotel that may be caused by those participating in the event or his visitors, personnel, other third parties not within his purview or by him himself.
4. To the extent that the Hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer. The customer shall indemnify the Hotel for all third-party claims arising from the provision of the facilities or equipment.
5. The Hotel is not liable for accidents resulting from any leisure activities, unless the Hotel has acted with gross negligence or intent.

#### **VIII. Other**

1. All information will be provided in good faith. Any claims for damages are excluded.
2. Items left by the participants of the event are only forwarded at the request, the risk and costs of the respective participant. The Hotel keeps such items for six months after which time they are, as far as they have any value, handed over to the local lost property office, otherwise, they will be destroyed or disposed of.
3. Messages, Post and the sending of trade samples for Customers shall be treated with great care. The Hotel will undertake to deliver or to keep such items (at the Hotel), or to send them on if desired, for a fee. Indemnity claims, except for gross negligence or intent, are excluded.

#### **IX. No smoking in the Hotel rooms**

1. Our Hotel rooms (with the exception of the Pleasure-Suite) are all non-smoking rooms. It is therefore expressly prohibited to smoke in all hotel rooms, including all bathrooms, showers, toilets etc., as well as in all corridors of the hotel. In the event of non-observance by a hotel guest or his accompaniment, we reserve the right to demand a fee amounting to 150,00 EUR as a flat fee for damages for the additional cleaning costs, including a potential reduction in revenue due to the inability to let the room, from the hotel guest. This flat fee for damages may be higher or lower, if the hotel can prove higher damages (for example, if the revenue lost due to the inability to let the room is the loss of the full overnight price for two people in the booked category) or the guest can prove lesser damages. Therefore the guest will be permitted to provide proof that the damages have not occurred or are considerably lower than the flat rate.

#### **X. Final Provisions**

1. Amendments or supplements to the contract must be made in writing. They only become effective upon the written confirmation of the Hotel. The same applies to any waiver of the requirement for the written form.
2. Place of fulfilment is Kirschau und place of jurisdiction is Bautzen.
3. Should individual provisions of these General Terms & Conditions prove inoperable or become null and void, the effectiveness of the other provisions shall remain unaffected. For the rest, legal regulations shall apply.

