

General Terms and Conditions for Events at Sporthotel & Resort Grafenwald - Daun / Vulkaneifel

I. Scope

1. These Terms and Conditions apply to all contracts concluded between the hotelier and the customer for the provision of conference, banquet and event rooms at the Sporthotel & Resort Grafenwald for the organisation of events such as banquets, seminars, conferences etc. as well as for all other related services and deliveries (hereinafter uniformly referred to as "services").
2. Subletting or subletting of the rooms and areas provided shall require the hotelier's prior consent in text form, whereby § 540 (1) sentence 2 BGB (German Civil Code) shall be waived. Furthermore, the execution of job interviews, political or party-related events as well as sales or similar events require the prior written consent of the hotelier.
3. The Terms and Conditions of the customer will only be applicable if this has previously been expressly agreed in text form.
4. Customers in the sense of these Terms and Conditions are both consumers and entrepreneurs in the sense of §§ 13, 14 BGB. The hotelier is Ferienpark Daun GmbH & Co.KG Vulkaneifel (hereinafter also referred to as the "hotel").

II. Conclusion of contract, statute of limitations

1. The contract comes into effect upon acceptance of the customer's booking request by the hotel. If the hotel makes a binding offer to the customer, the contract is concluded by acceptance of this offer by the customer. In both cases, the hotel is free to confirm the contractual agreement in text form.
2. If the customer is not the guest himself, the customer is nevertheless jointly and severally liable for all claims of the hotel against the guest, even if the guest has used or commissioned services without knowledge of the customer or has violated contractually agreed regulations. If a commercial agent or organiser is engaged by the customer, the above shall apply accordingly to claims of the hotel against the agent or organiser.
3. All claims of the customer or the third party against the hotel shall become statute-barred after one year, unless the statutory period of limitation is shorter.
4. Claims for damages against the hotel are subject to a limitation period of 5 years at the latest, irrespective of knowledge. This reduction in the time of the statute of limitations shall not apply to claims based on an intentional or grossly negligent breach of duty on the part of the hotel as well as to bodily injury and damage to health attributable to the hotel or to loss of life attributable to the hotel.

III. Services, prices, payments, offsetting

1. The hotel is obliged to provide the services ordered by the customer and promised by the hotel.
2. The customer is obliged to pay the agreed price of the hotel or the hotel's usual price for the provision of rooms and for all other services used. This also applies to services provided by the hotel to third parties.
3. The agreed prices include any applicable value added tax. If the period between conclusion of the contract and the event exceeds 4 months and if the price generally charged by the hotel for such services changes, the contractually agreed price will be adjusted, but by a maximum of 5%.
4. Hotel invoices without a due date are payable within 10 days of receipt of the invoice, without deduction. The hotel is entitled to call in accrued claims at any time and to demand immediate payment. In case of default on payment, the hotel is entitled to levy the current legally applicable rate of interest of 8%, or in case of legal transactions in which a consumer is involved, of 5% above the base rate of interest. In addition, the hotel can claim a fee of € 5 per reminder letter in case of default. The hotel reserves the right to prove and assert higher damages.
5. The hotel is entitled to demand an appropriate advance payment at any time. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
6. The customer may only offset a counterclaim which is undisputed or legally recognised against a claim on the part of the hotel. The same applies to the assertion of a right of retention.

IV. Customer withdrawal, cancellation

1. If an appointment for free withdrawal from the contract in text form has been agreed between the hotel and the customer, the customer may withdraw from the contract free of charge up to this date without triggering claims for payment or damages on the part of the hotel. The customer's right of withdrawal expires if the customer does not exert his right of withdrawal with regard to the hotel by the agreed date. Furthermore, the customer may only withdraw from the contract concluded with the hotel in the cases provided for by law.
2. If the customer wishes the hotel to cancel the contract and there is no case of paragraph 1, the customer thereby agrees at the same time to pay the hotel - if it complies with the cancellation request - a lump-sum compensation. Cancellation is only valid with the agreement of the hotel in text form. The amount of the lump-sum compensation shall be at least the agreed room rent under the contract and the services already arranged by the hotel with third parties, possibly plus the amounts stated in paragraphs 3 to 6, even if the customer does not make use of contractual services.
3. If the customer only withdraws between the 8th and the 4th week before the event date, the hotel is entitled to charge 35% of the lost food turnover in addition to the agreed room rental; 70% of the lost food turnover in the event of any later cancellation.
4. Food turnover is calculated according to the formula: Menu price of the event x number of participants. If no price has been agreed for the menu, the cheapest 3-course menu of the valid event offer will be used as a basis.
5. If a conference offer has been agreed per participant, the hotel is entitled, in the event of cancellation, to 60% between the 8th and 4th week before the conference date, in case of a later cancellation, 85% of the conference offer, to invoice x of the agreed number of participants.
6. The deduction of saved expenses is taken into account by the above paragraphs 3 to 5. The customer is free to prove that the above-mentioned damage did not occur or did not occur in the asserted amount.

V. Cancellation by the hotel

1. If the customer has agreed to a free right of withdrawal in text form within a certain period of time, the hotel is entitled to withdraw from the contract free of charge during this period if requests from other customers for the contractually booked rooms are received and the customer does not waive his right of withdrawal upon the hotel's request.
2. If an agreed advance payment or an advance payment requested in accordance with clause 3 paragraph 6 or 7 is not made even after a reasonable period of grace set by the hotel has elapsed, the hotel shall also be entitled to withdraw from the contract.
3. Moreover, the hotel is entitled to cancel the contract extraordinarily for a properly justified reason, particularly
 - i. if force majeure or other circumstances not of the hotel's causing make fulfilment of the contract impossible;
 - ii. rooms can be booked with misleading or false statements of material facts (e.g. in the person of the customer or for the purpose);
 - iii. or the hotel has reason to believe that the event will endanger the smooth running of business operations, security or the public image of the hotel, without this being attributable to the hotel's sphere of control or organisation;

- iv. there is an infringement of paragraph 1 (2) or paragraph 10 (2),
- v. in all cases regulated by law.

4. If the hotel justifiably cancels the contract, no claim for compensation may be made by the customer.

VI. Changes in the number of participants and the duration of the event

1. Any change in the number of participants by more than 5% must be notified to the hotel at least 5 working days before the start of the event; this must be approved by the hotel in text form. The increased number of participants is decisive for the settlement.
2. A reduction of the number of participants by the customer by a maximum of 5% will be accepted by the hotel at the time of invoicing. In the event of deviations exceeding this, the originally agreed number of participants less 5% will be used as a basis. The customer has the right to reduce the agreed price by the expenses saved by him in detail due to the lower number of participants.
3. In the case of an upward change, the actual number of participants will be invoiced.
4. If the number of participants deviates by more than 10% (higher or lower), the hotel is unilaterally entitled to redefine the agreed prices and to exchange the confirmed rooms, unless this is unreasonable for the customer in individual cases.
5. If the agreed starting or finishing times of the event are postponed and the hotel agrees to these deviations, the hotel may reasonably invoice its additional willingness to perform, unless the hotel is at fault in this respect.

VII. Bringing food and beverages

The customer may not bring food and beverages to events. Exceptions require a prior agreement in written form with the hotel. In such cases, an appropriate contribution to cover the overheads shall then be calculated. The customer is obligated to ensure that all participants of the event or -visitors, employees and other third parties in its field must comply with this prohibition.

VIII. Technical equipment and connections

1. Insofar as the hotel procures technical or other facilities / equipment for the customer from third parties at the customer's request, it shall act in the name of, on behalf of and for the account of the customer. The customer is liable for the careful handling and the proper return. He indemnifies the hotel comprehensively against all claims of third parties arising from the provision of these facilities/equipment.
2. The use of the customer's own electrical systems using the hotel's power grid requires the customer's prior written consent. Any malfunctions or damage to the hotel's technical equipment caused by the use of these devices shall be borne by the customer, insofar as the hotel is not responsible for these. The hotel may record and charge the electricity costs incurred as a lump sum.
3. With the prior written consent of the hotels, the customer is entitled to use his own telephone, fax and data transmission facilities. The hotel may charge an appropriate connection fee for this.
4. If suitable facilities/equipment of the hotel remain unused due to the connection of the customer's own systems, an appropriate cancellation fee may be charged in this respect.
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 disturbances.

IX. Loss or damage of items brought along

1. Exhibition or other (including personal) objects carried by the customer are located in the event rooms or in the hotel at the customer's own risk. The hotel accepts no liability for loss, destruction or damage, except in cases of gross negligence or intent on the part of the hotel. Material brought along, especially decorative material, must fully comply with fire protection requirements. The hotel is entitled to demand official proof in advance. If such proof is not provided in time, the hotel is entitled to remove material already brought in at the customer's expense. Due to possible damage, the installation and attachment of objects must be agreed in advance with the hotel in each case in detail.
2. Any exhibition 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 remove and store the goods at the customer's expense. If the objects remain in the event room in a manner contrary to the contract, the hotel may charge an appropriate compensation for use for the duration of the stay. The customer is free to prove that the above-mentioned damage did not occur or did not occur in the asserted amount. In addition, the hotel reserves the right to prove and assert higher damages.

X. Liability

1. The customer is liable for all damage to the building or the hotel caused by the event participants or - visitors, his employees, other third parties within his circle, or himself. If the customer is an entrepreneur, he is liable irrespective of proof of fault by the hotel; a consumer is only liable in the event of fault.
2. The hotel may at any time require the customer to provide adequate securities (e.g. insurance, deposits, guarantees, etc.).
3. The hotel is liable with the diligence of a prudent business for its obligations under the contract. The hotel is basically liable for all legal and contractual claims only for damages caused by its wilful or grossly negligent conduct. Exceptionally, the hotel is liable for slight negligence in the event of damage based on the violation of essential contractual obligations or damage resulting in injury to life, body or health. In the case of damages based on the violation of essential contractual obligations, liability is limited to the foreseeable damage typical for the contract. The hotel shall not be liable for consequential or indirect damages. Exclusions and limitations of liability apply in the same way to a legal representative or vicarious agent. Should disruptions or defects in the performance of the hotel occur, the hotel will endeavour to provide a remedy once it becomes aware of these or if the customer immediately complains to the hotel. The customer is obliged to contribute what is reasonable to remedy the disturbance and to minimise damage, as well as to inform the hotel immediately of all disturbances and/or damage.

XI. Final provisions

1. Amendments or supplements to the contract, the acceptance of the application or these General Terms and Conditions for Hotel Accommodation must be made in written form. Unilateral changes or additions by the customer are invalid.
2. The place of fulfilment and payment is the registered location of the hotel.
3. The exclusive place of jurisdiction for commercial transactions is Cologne. If a Contracting Party fulfils the requirement of § 38 paragraph 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction is that of the registered location of the hotel.
4. German law shall apply exclusively.
5. Should any of these provisions of the General Terms and Conditions for Events be invalid or void for events, so the validity of the remaining provisions shall not be affected. The relevant statutory provisions shall apply in other respects.