

GENERAL TERMS AND CONDITIONS SCHLOSS FRIEDESTROM HOTEL

Date: 01.01.2020

1. General

1.1 These Terms and Conditions apply to the provision of hotel rooms and conference, meeting and banqueting rooms and for all the services associated with them. The content of each contract with the organiser/hotel guest is defined solely by our written reservation confirmation and the content of the following terms and conditions.

2. Completion of Contract

2.1 The Schloss Friedestrom Hotel (below: the Hotel) guarantees the provision of the reserved rooms and/or function rooms and the services ordered only under the condition that the customer confirms the reservation within the period stated in the reservation confirmation from the Hotel.

2.2 Subletting or re-letting of the bedrooms, other rooms or areas, and arranging interviews, sales or similar events require the prior written agreement of the Hotel.

3. Arrival and Departure

3.1 In the absence of any written agreement to the contrary, rooms are not available before 15.00 hrs on the day of arrival and must be vacated by 11.00 hrs on the day of departure.

3.2 Guests must inform reception if they intend to depart after 11.00 hrs. With the Hotel's agreement, departure up to 18.00 hrs will incur a charge of half the room rate and after 18.00 hrs the full room rate.

3.3 Check-in for reserved rooms must be made by 18.00 hrs at the latest on the day of arrival. The Hotel may otherwise re-let the room unless a clear arrangement has been made. This does not apply to reservations guaranteed by making payment in full in advance, a voucher, or leaving the credit card number and expiry date of a credit card company accepted by the Hotel.

4. Services, Prices and Payments

4.1 The Hotel is obliged to supply the services ordered by the organiser/hotel guest and agreed by the Hotel.

4.2 The organiser/hotel guest is obliged to pay the price agreed with the Hotel for these services. This also applies to services and expenses incurred by the Hotel to third parties in connection with the event.

4.3 The agreed prices include the applicable statutory value added tax. If the period between conclusion of the contract and the event exceeds four months and if the price charged by the Hotel for these services has undergone a general increase, then the contractually agreed price can be increased accordingly, but by a maximum of 8%.

4.4 Prices can also be altered by the Hotel if the customer subsequently wishes to make changes to the number of rooms booked, the services of the Hotel or the length of stay by the guests, and the Hotel agrees to this.

4.5 Hotel invoices without a due date are payable in full within 10 days of receipt of the invoice. For late payments the Hotel is entitled to add interest at a rate of 5% or, for business people, 8% above the relevant base rate of the German Central Bank. The organiser/hotel guest reserves the right to prove lower damages, the Hotel the right to prove higher damages.

4.6 The Hotel is entitled to demand an appropriate advance payment at some point. The level of the advance payment and payment dates can be agreed in writing in the contract or schedule. The payment will be viewed by the Hotel as a deposit and credited as such.

4.7 The Hotel requires an advance payment from organisers/hotel guests whose place of residence/company address is outside Germany. The level of advance payment and due date will be agreed in writing. All charges and fees for transfers from abroad shall be payable by the organiser.

4.8 Credit cards are not usually accepted for settling bills for banquets. In exceptional cases the Hotel will charge an additional credit card commission of 3% in addition to the invoice price.

4.9 The customer agrees to the invoice being sent electronically.

5. Withdrawal of the Customer (Cancellation, Annulment) /Failure to use Hotel Services (no show)

5.1 The customer can only withdraw from the contract agreed with the Hotel if a right of withdrawal was expressly agreed in the contract, there is a statutory right of withdrawal, or if the Hotel expressly agrees to cancellation of the contract.

5.2 Insofar as a deadline for free withdrawal from the contract was agreed between the Hotel and the customer, the customer may withdraw from the contract in writing up until this date, without giving rise to a claim for payment or compensation by the Hotel.

5.3 If no cancellation right was agreed or has already expired, if there is no statutory right of withdrawal or termination, and if the Hotel does not agree to contractual termination, the Hotel retains the right to the agreed payment despite non-utilisation of the service. The Hotel must take into account the income from letting the room to another party and the saved expenses. If the rooms are not let to another

party, the Hotel may estimate the deduction for the saved expenses. In this case the customer is obliged to pay 90% of the contractually agreed rate for accommodation with or without breakfast and 80% of the contractually agreed price for conference packages and/or room hire. The customer is free to provide evidence that the aforementioned claim was not incurred in the amount demanded or not at all. In particular, the following policy applies:

5.4 Cancellation of banqueting events (e.g. weddings):

5.4.1 The Hotel is entitled to charge the following cancellation fees (lost revenue), if the facilities could not be rented to another party: Cancellation up to 12 weeks before the start of the event: 30% of the minimum revenue & room rent stated in the contract or the reservation confirmation

Cancellation 12 to 8 weeks before the start of the event: 50% of the minimum revenue & room rent stated in the contract or the reservation confirmation

Cancellation 8 to 4 weeks before the start of the event: 70% of the minimum revenue & room rent stated in the contract or the reservation confirmation

Cancellation 4 weeks before the start of the event, 80% of the minimum revenue & room rent stated in the contract or the reservation confirmation

5.4.2 The organiser/hotel guest reserves the right to prove less damage, the Hotel reserves the right to prove greater damage.

5.4.3 Changes to the number of attendees at conferences or banqueting events.

5.4.4 Upon booking, the contractual partner is obliged to let the Hotel know the probable number of attendees. The Hotel must be informed in writing of the final number of attendees six working days before the event date, in order to ensure thorough preparations. A change of more than 5% requires agreement by the Hotel.

5.4.5 When charging for services that the Hotel undertakes as per the number of persons booked (such as e.g. hotel rooms, meals and drinks), if there is an increase in the number of contractually agreed attendees, the actual number of persons or rooms will be billed. In the case of a reduction of more than 5% in the contractually agreed number of attendees, the Hotel is entitled to charge the contractually agreed number minus 5%.

5.4.6 If the organiser/hotel guest reduces the number of persons originally confirmed by the Hotel by over 10%, the Hotel reserves the right to raise the agreed rates and to change the confirmed rooms, unless this cannot be reasonably required of the contractual partner.

5.4.7 In the case of an increase in the number of attendees, the actual number will be billed.

5.4.8 If the attendee number is given as "from ... to ...", the maximum number stated is binding for the purpose of invoicing.

6. Room Preparation Charges for Events

6.1 The Hotel reserves the right to make a room hire charge if the minimum sum stated in the contract is not reached.

6.2 The Hotel reserves the right to request a room preparation charge for additional rooms reserved, for example for dancing. The same applies to bookings for rooms which are oversized in relation to the number of guests.

7. Withdrawal of the Hotel

7.1 If it has been agreed that the customer can withdraw from the contract without penalty within a specified period, the Hotel is entitled for its part to withdraw from the contract during this period if there are enquiries from other customers about the contractually reserved rooms and, on further enquiry by the Hotel, the customer does not waive his right of withdrawal within a reasonable deadline.

7.2 If the advance payment is not made within the limits of the agreed deadline, then the Hotel is entitled to withdraw from the contract. The entitlement to a cancellation fee (Section 5) on the part of the Hotel remains unaffected.

7.3 Moreover, the Hotel is entitled to withdraw from the contract for materially justified reasons, for example if Force majeure or other circumstances beyond the Hotel's control render the fulfilment of the contract impossible; Events were booked under misleading or false information on essential facts, e.g. of the organiser or the purpose; The Hotel has justified cause to believe that the events can jeopardise the smooth operation of the business, or the security or public reputation of the Hotel, without this being attributable to the ownership or organisational sphere of the Hotel.

7.4 The Hotel must inform the organiser/hotel guest immediately about the exercise of the right to cancel.

7.5 The justified withdrawal by the Hotel does not entitle the customer to claim for damages.

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8. Liability & Special Notices for Events

- 8.1 The organiser/hotel guest is liable for all damage to buildings or fixtures and fittings, and excessive soiling in public areas caused by attendees or visitors, staff and other third parties associated with him/her or by the organiser/guest him/herself.
- 8.2 The Hotel may demand the provision of adequate securities (e.g. insurances, deposits, guarantees) from the organiser/hotel guest.
- 8.3 Necessary official permits for the event must be acquired by the customer in good time at his/her own expense. He/she is liable for compliance with statutory requirements and other provisions (e.g. fireworks, GEMA* fees, Social security contributions for artists)
*Society for musical performing and mechanical reproduction rights. Releasing balloons requires permission from the DFS German Air Traffic Control GmbH at Düsseldorf Airport and must be obtained by the organiser/hotel guest.
- 8.4 Unlimited liability of the Hotel is governed by the statutory provisions.
- 8.5 The event organiser is not permitted to bring their own food or drinks to events. A written agreement may be made for this in special cases (national specialities, etc.): in such cases a service charge or corkage fee will be applied.
- 8.6 Use of decorative materials and similar objects requires the prior written agreement of the Hotel. All decorative materials must comply with fire authority regulations. The organiser must ensure that decorative materials are securely mounted and easy to remove. Except where otherwise agreed with the Hotel, the decorative material provided by the organiser must be cleared away and removed immediately after the end of the event.
- 8.7 For events, an hourly rate of a minimum of € 45.00 per member of staff will be charged after the agreed end of the event and from 01.00 hrs. In addition, the Hotel must point out that events can only take place until 03.00 hrs, unless specifically agreed otherwise in the contract.

9. General Remarks & Final Provision

- 9.1 For banqueting events, the Hotel cannot make any guarantees for leftover cake which is taken away, as this has not been refrigerated for a considerable period. In principal the Hotel must be notified in writing in advance about taking cake away and this can only be done in the guests' own containers. The Hotel does not permit other foods to be taken away.
- 9.2 Guests may only bring animals into the Hotel by prior arrangement and upon payment of an additional fee. Animals may not be taken into the breakfast room or sauna and relaxation area.
- 9.3 The Hotel will attend to wake-up calls with the utmost diligence. However, claims for damages due to failure to fulfil this service are excluded.
- 9.4 Amendments or additions to the contract, the acceptance of offer and these terms and conditions must be made in writing. Unilateral changes or additions by the organiser/hotel guest are invalid.
- 9.5 The place of delivery and payment is the Hotel office.
- 9.6 German law applies.
- 9.7 If individual provisions of these general terms and conditions for events should be invalid or void, this does not affect the validity of the remaining provisions. In all other respects the statutory provisions shall apply.