

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 and confirmed or, if a confirmation is no longer possible due to time constraints, provided.
2. the provision of services shall only take place on the basis of these Hotel GTC. The organizer's general terms and conditions are not recognized.
3. any subletting or re-letting of 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 together with the customer as joint and several debtors. The hotel may demand a reasonable advance payment from the organizer or third party.

**II. price, service**

1. agreed prices and agreed services of the hotel result from the order confirmation. If the banquet agreement has not been confirmed, the prices in the current price list shall apply. The prices include service charge and statutory VAT. The organizer is obliged to pay for the services ordered and used by him. This also applies to services and expenses to third parties arranged by the organizer.
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%. The prices may also be changed by the hotel if the organizer subsequently changes services or the volume of the service and the hotel agrees.

**III Events**

1. the organizer 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.
2. Any downward deviations after this period 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.
3. the organizer 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.
4. the organizer and the customer shall be liable for the payment of any additional services ordered by the event participants.
5. 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 organizer within 24 hours of the end of the event, otherwise the hotel is entitled to dispose of the waste itself and to charge the organizer separately for the costs incurred.
6. the organizer/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.
7. 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.

8. at dinner 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 neighboring residents

#### IV. Payment, invoices of the hotel

1. a reasonable advance payment of 50% is required by the hotel for bookings upon conclusion of the contract. The amount of the advance payment and the date of payment shall be agreed in writing in the contract.
2. 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 organizer a lower damage caused by default.
4. the place of performance for payment obligations is the registered office of the hotel, 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 of unused services are not possible.
6. the organizer 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. a withdrawal by the customer from 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 make use of contractual services. This does 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 withdrawal from the contract has been agreed in writing between the hotel and the customer, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal in writing to the hotel by the agreed date, unless there is a case of default of performance by the hotel or an impossibility of performance for which the hotel is responsible.
3. the hotel is at liberty to charge a lump sum for the damages incurred and to be compensated by the customer. The customer is then obliged to pay the following flat-rate cancellation fees:
  - up to 6 months before the event 25% of the services ordered
  - up to 3 months before the event 35% of the services ordered
  - up to 2 months before the event 50% of the services ordered
  - up to 1 month before the event 75% of the services ordered
  - from the 30th day before the event 80% of the services ordered
  - from the 14th day before the event 90 % of the services ordered
  - from the 3rd day before the event 100% of the services ordered

The customer is at liberty to prove that no damage has been 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 for which the hotel cannot be held responsible make it impossible to fulfill the contract.
  - c) There is a breach of Clause III.9. 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, in particular the event planned at the hotel, may jeopardize the smooth running of business operations, the security and/or the reputation of the hotel.
  - e) events are booked under misleading or false statements of material facts, e.g. the organizer or purpose.

2. if a written agreement has been made with the organizer regarding the organizer'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 inquiries from other organizers regarding the contractually booked event rooms and the organizer does not waive his right of withdrawal upon inquiry by the hotel.
3. the hotel must inform the customer of the exercise of the right of withdrawal without delay.
4. in the event of justified withdrawal by the hotel, the customer shall have no claim for compensation or any other claim against the hotel.

## 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 expire if the customer does not notify the hotel immediately after becoming aware of the loss, destruction or damage (§703 BGB).
2. the organizer/purchaser is obliged to insure the items brought along - e.g. exhibits - appropriately.
3. the organizer/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. insofar as the hotel procures external services, technical and other equipment from third parties for the organizer, it acts in the name and for the account of the organizer. The organizer shall indemnify the hotel against all third-party claims arising from the provision of such equipment.
5. the hotel is not liable for accidents during leisure programs of any kind, unless the hotel acts with gross negligence or intent.

## VIII Miscellaneous

1. information is provided to the best of our knowledge. Claims for damages are excluded.
2. lost property will only be forwarded on request. They will be kept in the hotel for 6 months. After this period, items of obvious value will be handed over to the local lost and found office, otherwise they will be destroyed or disposed of.
3. the hotel handles messages, mail and consignments of goods for guests with the greatest possible care. Storage and forwarding will be undertaken against reimbursement of costs and upon express request. Liability for loss, delay or damage is excluded.

## 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 adjoining bathrooms, showers and toilets, etc. In the event of non-compliance by the booking guest or one of his/her accompanying persons, we have the right to demand an amount of EUR 150.00 from the booking guest as lump-sum compensation for the cleaning costs to be incurred separately, including any loss of revenue from not being able to rent out the room as a result. This lump-sum compensation amount shall be set higher or lower if the hotel proves higher damages (e.g. the full accommodation price in the event of double occupancy in the booked category) or the guest proves lower damages. The guest is therefore expressly permitted to prove that no damage was incurred at all or that the damage was significantly lower than the flat rate.

## X. Final provisions

1. deviating agreements or verbal collateral agreements must be made in writing 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 fulfillment is Kirschau and place of jurisdiction is Bautzen.

3. should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.