



General Terms and Conditions of the Parkhotel Weiskirchen for conferences including room reservations and events

Scope of application:

These General Terms and Conditions apply to Contracts on the lease of conference rooms of the Hotel for the organisation of conferences and events as well as all other related services and supplies rendered by the Hotel.

Conclusion of the Contract:

1. The Contract shall come into force upon the Hotel's acceptance (confirmation) of the Organiser's application; the Hotel and the Organiser are contractual partners.
2. If a third party has made the reservation on behalf of the Organiser, the party shall be liable vis-à-vis the Hotel jointly and severally with the Organiser for all obligations resulting from the Contract.
3. The Hotel's liability is governed by the obligations arising from the Contract. In non-typical performance areas, the Hotel's liability shall be limited to cases of intent and gross negligence on the part of the Hotel. Furthermore, the Organiser is obliged to inform the Hotel in due course about a potentially severe damage.

Services, Prices, Payment:

1. The Hotel is obliged to perform the agreed services.
2. The Organiser is obliged to pay the agreed services. This also applies to services and expenses on the part of the Hotel vis-à-vis third parties incurred for services rendered upon the Organiser's request.
3. Upon receipt, invoices issued by the Hotel shall become payable within 10 days without deduction. In the case of default on payment, the Hotel is entitled to charge 3% interest and € 2.50 fees.
4. The Hotel is entitled to request, at any time, a reasonable advance payment.
5. From midnight onwards the standard rate for staff costs is € 140.00 per hour.
6. The final invoice shall be paid in cash or via bank transfer (no discounts and no credit card payments are possible for banquet events).
7. If the customer wishes to change the invoice or address at a later stage, the Hotel charges a €20.00 fee per document.

Change in the Number of Participants and Date of Event:

1. The banquet department of the Hotel has to be informed of a change in the number of participants of more than 5% five working days prior to the event at the latest; the Hotel's consent is required.
2. In case of an increase in the number of participants, the actual number of participants will be charged.
3. For the calculation of prices, the Hotel shall accept a reduction in the number of participants of no more than 5%. If the number of participants is reduced by more than 5%, the Hotel is entitled to charge for the contractually-agreed number of participants minus 5%.



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Withdrawal of the Hotel:

1. If an agreed advance payment is not made even after a reasonable grace period set by the Hotel with warning of rejection has expired, the Hotel is entitled to withdraw from the Contract.
2. Furthermore, the Hotel is entitled to withdraw from the Contract under objectively justified circumstances, for example in the case of:
 - force majeure, or other circumstances which do not fall under the scope of responsibility of the Hotel and which make it impossible to fulfil the Contract.
3. The Hotel is obliged to notify the Organiser of the exercising of the right to withdraw without delay.
4. The Organiser can derive no right to compensation for damages from the Hotel: except in the event of intentional or grossly negligent breach of obligation by the Hotel.

Withdrawal of the Organiser (cancellation of the entire event):

1. If the Organiser revokes the booking, the Hotel is entitled to demand the agreed price in case the Hotel is not able to rent the room to other parties.

The following applies:

Events with up to 50 participants:

Up to 40 days prior to arrival free of charge.
Between 39 days and 22 days prior to arrival 20%.
21 days to 15 days prior to arrival 40%.
14 days to 8 days prior to arrival 60%.
7 days to 1 day prior to arrival 80%.
No show 100%.

Events with more than 50 participants:

Up to 60 days prior to arrival free of charge.
Between 59 and 30 days prior to arrival 25%.
29 days to 14 days prior to arrival 50%.
13 days to 8 days prior to arrival 60%.
7 days to 1 day prior to arrival 80%.
No show 100%.

The percentages refer to the amount of the total gross turnover calculated!

Banquet events:

Deposits are required for bookings:

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| - Events of no more than 50 participants: | € 500.00 |
| - Events of no more than 80 participants: | € 1000.00 |
| - Events of no more than 120 participants: | € 1500.00 |
| - Events of more than 120 participants: | € 2000.00 |

The following charges apply for cancelling an existing contract:

- Up to 120 days prior to the event the deposit is non-refundable
- 119 – 60 days prior to the event: 40% of turnover calculated
- 59 – 30 days prior to the event: 60% of turnover calculated
- From 29 days prior to the event: 80% of turnover calculated



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Bringing Along of Food and Beverages:

As a general rule, the Organiser may not bring along food and beverages to the events. Exemptions to this rule require a written agreement with the Hotel's banquet department. In these cases the Hotel may charge a service fee in order to cover the overhead costs.

Loss or Damage of Tangibles Brought Along:

Should the Organiser bring along exhibition pieces or other objects, including personal items, to the event rooms or the Hotel, it shall do so at its own risk. The Hotel does not accept liability for loss, destruction or damage.

Liability of the Organiser for Damages:

The Organiser shall be liable for any damages incurred in the building or to the furniture by the participants in or visitors to the event, employees, and by any other third party within the scope of his own responsibility or by his own actions.

Technical Equipment and Connections:

1. If the Hotel obtains technical or other equipment for the event from third parties for and on instructions of the Organiser, it acts in the name of, under the authorisation of and on account of the Organiser. The Organiser is liable for the careful handling and orderly return of such equipment. It shall indemnify the Hotel from any claims asserted by third parties resulting from the use of such equipment.
2. The use of electrical installations owned by the Organiser on the Hotel's electrical system requires written consent. Disturbance or damage incurred to the Hotel's technical installations resulting from the use of such devices shall be borne by the Organiser.
3. The Hotel shall resolve any possible disturbances occurring in technical or other equipment provided by the Hotel at once. Payment may not be withheld or reduced unless the Hotel is responsible for such disturbances.

Final Provisions:

1. Changes or amendments to the Contract, to the acceptance of the offer or to these General Terms and Conditions for event organisation shall be made in writing. Unilateral changes or modifications on the part of the Organiser shall be invalid.
2. The place of performance and payment shall be the registered office of the Hotel.
3. The laws of the Federal Republic of Germany shall apply.
4. The place of performance and payment as well as the exclusive place of jurisdiction in business transactions – also in the case of disputed cheques and bills of exchange – shall be Weiskirchen, Parkhotel Weiskirchen GmbH, Kurparkstraße 4, 66709 Weiskirchen. Place of general jurisdiction is Saarbrücken.
5. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover, the statutory provisions shall apply.