

## Schloss Lautrach

# General terms and conditions

#### 1 General

- 1.1 MCSL-Managementcentrum Schloss Lautrach Betriebs GmbH (Hotel Schloss Lautrach) is a company of the Chamber of Industry and Commerce for Augsburg and Swabia and the Kolping-Bildungswerk des Diözesanverbandes Augsburg e.V..
- 1.2 The contract is concluded by the order/consent of the contractual partner and the written confirmation of Schloss Lautrach.
- 1.3 If the contract partner is a political/ideological association, the contract must also be approved by the management of the hotel in order to be valid. If the organiser conceals from Schloss Lautrach that he is a political/ ideological association, Schloss Lautrach is entitled to terminate the contract without notice and to charge the corresponding provision costs according to clause 5.
- 1.4 The contract partner accepts the Schloss Lautrach house rules as binding in all points.

## 2 Reservation options

2.1 If the contract partner has been granted an option for a certain service, the option conditions are binding for both parties. If no contract is concluded by the end of an option period granted, Schloss Lautrach is entitled to dispose of the rooms and services reserved up to that point.

# 3 Services, prices

- 3.1 If overnight accommodation and meals have been promised to a contract partner in writing, Schloss Lautrach is entitled and obliged to provide equivalent services, if necessary also outside its facilities, if the promised services are not available.
- 3.2 The prices include the statutory value added tax. If the period between conclusion of the contract and the event exceeds four months, the hotel reserves the right to make price changes. The amount of value added tax shall be based on the rate of value added tax applicable on the day on which the services are rendered.

# 4 Change in the number of participants and event time

- 4.1 The Hotel must be notified of any increase in the number of participants by more than 5% no later than five working days prior to the start of the event; such increase shall require the Hotel's consent, which shall be given in text form. Settlement shall be based on the actual number of participants, but at least 95 % of the agreed higher number of participants. If the actual number of participants is lower, the customer shall have the right to reduce the agreed price by the additional expenses saved due to the lower number of participants, which must be proven by the customer.
- 4.2 The hotel should be notified in good time of a reduction in the number of participants by more than 5%, at the latest five working days before the start of the event. The invoice shall be based on the actual number of participants, however, at least
- 95 % of the ultimately agreed number of participants.
- 4.3 If the number of participants is reduced by more than 10%, the hotel shall be entitled to exchange the confirmed rooms, taking into account any deviating room rent, unless this is unreasonable for the customer.

4.4 If the agreed start or end times of the event are postponed and the hotel agrees to these deviations, the hotel may charge appropriately for the additional service provided, unless the hotel is at fault.

# 5 Cancellations for events, seminars, conferences

5.1 Conference packages and event rooms
Cancellation up to 8 weeks before the date: free of charge
Cancellation up to 4 weeks before the date: 50% on agreed services
Cancellation up to 1 week before date: 80% of agreed services
Cancellation 6 - 0 days before the event: 100% of the agreed services.

#### 5.2 Hotel rooms for events

Cancellation up to 4 weeks before the event: free of charge Cancellation up to 1 week before date: 50% of agreed services Cancellation 6 - 0 days before date: 100% on agreed services

#### 5.3 Individual room reservations

Cancellation until 6 pm on the day of arrival: free of charge Cancellation after 6 p.m. on the day of arrival: 100% of the agreed services.

5.4 Individual arrangements | packages Cancellation up to 1 week before date: free of charge Cancellation 6 - 0 days before date: 80% on agreed services

## 5.5 Weddings | Celebrations

Cancellation up to 6 months before date: free of charge Cancellation 6 months or more before date: 30% on agreed services Cancellation 3 months or more before date: 50% of agreed services Cancellation 4 weeks or more before date: 80% of agreed services Cancellation 1 week or more before the date of the event: 100% of the agreed services.

- 5.6 The basis for calculating the cancellation costs is based on the agreed services for the specified number of persons.
- 5.7 The organiser/participant is at liberty to provide evidence of actually higher savings in expenses or benefits of use in individual cases.

### 6 Bringing food and drinks

The customer/organiser may not bring food and drinks to events. Exceptions require an agreement with the hotel. In such cases, a contribution to cover overhead costs shall be charged.

#### 7 Terms of payment

- 7.1 Invoices with a total amount of less than 200.00 euros shall be paid on site directly after the end of the event.
- 7.2 Outstanding invoices are payable within 10 days of the invoice date without deduction.
- 7.3 We accept means of payment other than cash or transfer to accounts specified in the invoice only on account of payment.

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- 7.4 In the event of culpable non-payment after the due date, Schloss Lautrach may, without a reminder, charge interest to merchants at a rate of
- 8 percentage points above the base interest rate, for private individuals
- 5 percentage points above the base interest rate.

## 8 Publication

8.1 Newspaper advertisements as well as other advertising measures and publications which have a reference to Lautrach Castle and/or which contain, for example, invitations to sales events, generally require the written consent of the hotel.

#### 9 Decoration

9.1 Decorative material or other objects may not be attached without the consent of Lautrach Castle. Decorative material must comply with the requirements of the fire police.

## 10 Liability for damages

- 10.1 The hotel accepts no liability for damages except in cases of intent or gross negligence. In particular, the hotel shall not be liable for damage (including theft) caused by third parties to vehicles parked on hotel property. Liability pursuant to §§ 701ff BGB (German Civil Code) for overnight guests shall remain unaffected.
- 10.2 Faults to technical or other equipment provided shall be rectified immediately where possible. They do not entitle to a reduction of the agreed fees.
- 10.3 The organiser/participant is liable for any damage to the facilities or inventory of Lautrach Castle caused during assembly or dismantling or during the event.
- 10.4 The hotel may require the customer to provide appropriate security, for example in the form of a credit card guarantee.

## 11 Cancellation by the hotel

- 11.1 The hotel reserves the right to withdraw from the contract if:
- 11.2 the provision of the service becomes impossible or unreasonable as a result of force majeure;
- 11.3 there is reasonable cause to believe that the smooth operation of the business, the safety or the good reputation of Schloss Lautrach will be impaired.
- 11.4 Claims for damages by the contract partner in the event of withdrawal by the hotel are excluded.

#### 12 Provision of rooms, return of rooms

- 12.1 The customer does not acquire a claim to the provision of specific rooms unless this has been expressly agreed in text form.
- 12.2 Rooms booked shall be available to the customer from 3.00 p.m. on the agreed date of arrival. The customer has no right to earlier availability.
- 12.3 On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. Thereafter, the hotel may charge 50% of the full room rate for late vacating of the room for use in excess of the contract until 6:00 p.m., and 100% from 6:00 p.m. onwards. Contractual claims of the customer are not justified by this. The customer is at liberty to prove that the hotel has not incurred any or a significantly lower claim to a usage fee.

#### 13 Final provisions

- 13.1 The place of jurisdiction shall be Memmingen if the contractual partner is a fully qualified merchant, a legal entity under public law or a special fund under public law. The same applies if the contractual partner has no general place of jurisdiction in Germany.
- 13.2 The place of performance for all contractual obligations is Memmingen.
- 13.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 13.4 Deviating general terms and conditions of the contractual partner are expressly rejected. They only become part of the contract if they are confirmed in writing by Schloss Lautrach for each individual contract.
- 13.5 If individual provisions of these General Terms and Conditions for Events are or become invalid or void, this does not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

MCSL-Managementcentrum Schloss Lautrach Betriebs GmbH Schlossstraße 1, 87763 Lautrach Tel.: 08394/910-0, hotel@schloss-lautrach.de

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# Parkplatzordnung für das Gelände des Hotel Schloss Lautrach

#### 1 General

- 1.1 By using the car park, the user accepts the car park parking regulations.
- 1.2 The parking spaces may be wholly or partially closed for use by the hotel for good cause. This shall also apply to the access to the parking spaces.

## 2 Liability

- 2.1 The use of the parking spaces and the access roads is at the user's own risk.
- 2.2 The car parks are not guarded. The hotel shall not be liable for personal injury, property damage or financial loss, in particular in the event of force majeure (e.g. weather events), damage, burglary or theft of the vehicle or when moving or towing unauthorised and/or incorrectly parked vehicles.
- 2.3 There is no entitlement to sufficient and permanent lighting in the parking spaces and on the access routes.
- 2.4 There is no entitlement to the obligation to ensure traffic safety in the car park, e.g. removal of slippery leaves, snow or ice. There is only a limited winter service. Users must therefore exercise the necessary caution and care.

## 3 Behaviour in the parking areas

- 3.1 Walking speed applies in the parking areas and access roads.
- 3.2 Motor vehicles may only be parked in the designated parking spaces. Reserved parking spaces are reserved for authorised persons.
- 3.3 Parking in the driveways, on fire brigade areas and in front of fire extinguishing equipment and escape doors is generally prohibited. Vehicles parked there will be towed away at the vehicle owner's expense.
- 3.4 Charging of electric vehicles is only permitted in the designated areas and for a fee.

## 4 Behaviour in case of accidents

4.1 In the event of accidents involving damage to property or personal injury, the police and the hotel management must be notified.

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