

General Terms and Conditions

General

- These General Terms and Conditions apply to the hire of conference and group rooms, hotel rooms and to all other related services and facilities provided by the hotel.
- Event rooms and hotel rooms may only be sub-let or re-let with the hotel's written approval.
- Hotel rooms may not be used for commercial purposes.

Contract

- The content of the contract relates exclusively to our written confirmation of reservation and to these General Terms and Conditions. However, reservations are only binding for both parties if the client, as the exclusive organiser, signs and returns to us a copy of our confirmation of reservation within the stipulated period.
- The client holds joint and several liability for all obligations arising from this agreement.
- Additions, amendments and subsidiary agreements of any kind are only legally valid if confirmed by us explicitly in writing.

Prices / Payment modalities

- The agreed prices are generally stated inclusive of value-added tax.
- If there are more than 60 days between the conclusion of the contract and the date of the event, we reserve the right to make and give notice of any changes in price made during this period.
- Invoices must be paid immediately at no discount.
- The hotel is entitled to ask for an advance payment. The amount of the advance payment and the date by which it must be paid may be agreed in writing in the contract.

Withdrawal of the client (cancellation)

- The client's withdrawal from a contract with the hotel must be notified in text form by the client and is subject to the written agreement of the hotel. If no such notification is provided, the agreed price (hotel room) or the agreed hire price for the room as specified in the contract must in any case be paid even if the client does not make use of the contractual services and if it is no longer possible to hire the room otherwise.
- The client may withdraw from the contract up to four weeks prior to the start of the event. In the event of cancellation by this date, the hotel is entitled to charge the hire price for the room.
- The following rules apply if clients withdraw from contracts for major events involving 50 or more people:

- The scale of cancellation options/costs for participants / number of overnight stays are listed on the next page

- If the client withdraws between the fourth and second week prior to start of the event, the hotel is entitled to charge 35% of the lost catering revenue in addition to the hire for the room. If the client withdraws even later, the hotel is entitled to charge 50% of the lost catering revenue.

- The catering revenue is calculated as follows:
$$\text{Set meal price} \times \text{number of people}$$

If a price for the set meal has not yet been agreed, the standard all-in price for conference is applied.

- The hotel must deduct from the price any revenue it obtains from hiring rooms which are not used by the client to other guests as well as from any expenses saved as a result. If the rooms are not hired to other guests, the hotel is entitled to demand the contractually agreed payment and to deduct a lump sum for any expenses saved by the hotel. In this case the client is required to pay a minimum of 90% of the agreed contractual price for overnight accommodation without breakfast.
- If full board is booked, the accommodation element of this lump sum applies.

Change in number of participants

- A change in the number of participants of more than 5% must be notified five days prior to the start of the event at the latest and is subject to the hotel's agreement.
- The hotel will recognise a maximum reduction of 5% in the number of participants in the price charged. If even fewer participants come, the hotel will only make a reduction of 5% based on the original number of participants notified.
- If more participants are added than originally booked, the actual number of participants will be charged for.
- If the number of participants differs by more than 10%, the hotel is entitled to change the agreed prices as well as the confirmed rooms themselves.

Changes in the duration of the event

The agreed end of the event may be extended at short notice if requested by the client. For this purpose the hotel is entitled to charge the client the applicable collectively-agreed hourly rate, night shift bonus and subsequent wage costs plus statutory value-added tax for each employee affected.

Loss of or damage to personal belongings

- The hotel disclaims all liability for the loss of or damage to the client's personal belongings or exhibits.
- Personal belongings or exhibits are placed in the event rooms allocated to the client or in the hotel at the client's own risk and must be removed immediately at the end of the event.
- Any decorative material brought by the client must comply with fire insurance policy requirements.
- If the hotel procures technical and other equipment for the client, it does so in the name of and on the account of the client; the client is liable for treating such equipment with the requisite care and for returning it properly; the client indemnifies the hotel against all and any third-party claims arising from provision of such equipment.

Client's liability for damage

- The client shall be strictly liable (i.e. without proof of fault) for any damage to or loss of property and buildings caused by its agents in performance, by visitors or by other third parties connected with the client.
- Decorative material may only be used or exhibits fixed in written consultation and agreement with those acting on behalf of the hotel management. The hotel is entitled to refuse permission for decorative material to be used or exhibits to be shown if they do not comply with either fire insurance policy requirements or with the building's structural design or if there is a risk of other damage to property.
- The client is responsible for taking out the necessary insurance if the hotel permits decorative material to be used and exhibits to be fixed. The hotel may ask for proof of such insurance cover.

Faults in technical equipment

Faults in technical and other equipment provided by the hotel will be rectified as soon as possible. Payment may not be withheld in full or in part as a result of such faults.

The client's obligations regarding food and drink

The client is also liable to the hotel for the payment of any food and drinks ordered by persons participating at the event in those cases in which the hotel has tried but failed to obtain payment from the participants themselves.

Bringing of own food and drink

The client is not permitted to bring its own food and drink to events. Exceptions to this rule are subject to written agreement with those acting on behalf of the hotel. In such cases, a service fee or corkage will be charged.

Right of hotel to withdraw

The hotel retains the right to withdraw from the contract if it is impossible or unreasonable to provide the service as a result of force majeure, such as fire, illness, industrial disputes, energy shortage or loss or similar reasons.

Liability

The hotel will only be liable for damage to or loss of the client's or participants' personal belongings in the event of gross negligence or of wilful intent on the part of the hotel's agents in performance. Liability for slight negligence, including but not limited to indirect and consequential damages, is excluded unless mandated by law.

Final provisions

- The place of performance and legal venue is Karlsruhe.
- Additions or amendments to these General Terms and Conditions shall only be valid if made in writing.
- The contractual relationship is subject to German law.
- If any of the provisions of these General Terms and Conditions are invalid or unenforceable, this shall not affect the remaining provisions. Invalid provisions shall be replaced by valid provisions which correspond as closely as possible to the original provisions.

Last updated:
30 August 2022

(for bookings from 30 August 2022)

Scale for cancellation conditions

Cancellations must be made in text form.

The client is entitled to withdraw from the entire reservation free of charge prior to a certain point in time before the start of the event. The following amounts for the overall services or the partially cancelled services are payable as a lump sum:

**Events from 1 to 49 persons/day
Overnight accommodation from 3 to 49 persons/night (overnight stays up to 2 persons can be cancelled free of charge until 4 pm on the day of arrival;**

from 3 plus these following scales apply)

- Up to 28 days before the start of the event*
0% of the agreed overall services
- 27 days to 14 days before the start of the event*
35% of the agreed overall services
- 13 days to 6 days before the start of the event*
50% of the agreed overall services
- Less than 5 days before the start of the event*
95% of the agreed overall services

Events/Overnight stays from 50 to 80 persons/day night.

- Up to 56 days before the start of the event*
0% of the agreed overall services
- 55 days to 28 days before the start of the event*
35% of the agreed overall services
- 27 days to 14 days before the start of the event*
50% of the agreed overall services
- 13 days to 6 days before the start of the event*
75% of the agreed overall services
- Less than 5 days before the start of the event*
95% of the agreed overall services

Events/Overnight stays from 81 to 150 persons/day night.

- Up to 84 days before the start of the event*
0% of the agreed overall services
- 83 days to 42 days before the start of the event*
35% of the agreed overall services
- 41 days to 21 days before the start of the event*
50% of the agreed overall services
- 20 days to 6 days before the start of the event*
75% of the agreed overall services
- Less than 5 days before the start of the event*
95% of the agreed overall services

Events/overnight stays of 150 and more persons/day/night

- Up to 112 days before the start of the event*
0% of the agreed overall services
- 111 days to 56 days before the start of the event*
35% of the agreed overall services
- 55 days to 28 days before the start of the event*
50% of the agreed overall services
- 27 days to 6 days before the start of the event*
75% of the agreed overall services
- Less than 5 days before the start of the event*
95% of the agreed overall services

*Identical with the start of the overnight stay