

Schloss Hohenkammer

General Terms and Conditions

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General Terms & Conditions of Business (TCB)

of Schloss Hohenkammer GmbH (hereinafter: "SH")

1. Scope, conclusion of contract, data protection

These General Terms & Conditions of Business apply to all services provided and brokered by SH. These involve letting out rooms together with associated services, and the sale of trade goods.

A contract arises when you accept an offer made by SH. The parties to the contract are the Customer and SH. All amendments to the contract must be made in writing.

Sub-letting or onward letting to other parties requires the express written consent of SH.

By entering into the contract, the Customer confirms his acceptance of the data protection guidelines of SH (www.schlosshoenkammer.de/datenschutz).

2. Liability

The Customer is liable to SH in accordance with statutory provisions.

SH states explicitly that, due to the fire hazard they pose, the use of naked flames, sparklers and fireworks is prohibited.

Any exemptions to this rule require the express written approval of SH.

3. Services, prices, payments

1. All agreed prices are deemed to be net prices, unless gross prices are quoted in the offer.

2. The stated gross prices include the applicable VAT. Changes in VAT rates will affect pricing.

3. Invoices issued by SH must be paid within 10 days of the date of invoice, without deduction.

4. Payment in cash is possible up to a maximum of €10,000, but invoices cannot be sub-divided (money laundering).

5. Amendments to invoices are charged at €50 for the first amendment, and €75 to each subsequent amendment.

4. Withdrawal

In the event of failure to make a requested payment in advance even after a reasonable period of notice set by SH has elapsed, SH is entitled to withdraw from the contract.

SH is also entitled to withdraw from the contract on objectively justified grounds, e.g. force majeure. SH must notify the Customer of this without delay.

Where the Customer is a political or ideological association, the Customer is obliged to notify SH of this before entering into a contract. Should the Customer fail to do so, SH is entitled to terminate the contract with immediate effect.

5. Food & beverages brought in by guests

must not be consumed in areas of the castle campus to which the general public has access, except in cases where a one-off special arrangement has been agreed, for example a charge for corkage or a per-person cover charge. In the *Biergarten*, you may eat food you have brought with you.

6. Room changes

SH reserves the right to make room changes, provided that the Customer can reasonably be expected to agree to them.

7. Arrival, departure, room usage

Guests can access reserved hotel rooms from 3 p.m. on the day of arrival and must vacate them by 11 a.m. on the day of departure.

On the day of the event, conference rooms are made available from 6 a.m. to midnight and event rooms are made available in accordance with prior arrangement.

8. Change in the number of delegates, cancellation terms and related costs

In the case of cancellations of events/ accommodation or other room bookings, the statutory regulations in accordance with Section 537 BGB (German Civil Code) apply.

As we know that something can always happen, SH grants the Customer the scope to cancel up to 10% of the delegates/rooms free of charge up to 7 days before the start of the event/arrival.

For all reductions or cancellations beyond this, the agreed total price is due, less any expenses saved. Calculation of that period is based on time of receipt by SH.

SH service (conference):
70% (30% saved expenses)

Catering service:
70% (30% saved expenses)

Hotel accommodation and room rentals:
90% (10% saved expenses)

Third-party services, i.e. services ordered by SH from an external third party on behalf of the Customer, shall be charged at 100%.

In the case of cancellations at short notice (10 days or less before the start of the event), the goods have already been bought/ordered and the saved expenses are lower.

The following applies here:
90% for all services

If the number of delegates exceeds the agreed number, SH must be consulted. Billing shall be based upon the actual number of delegates.

9. Price adjustments

If the consumer price index for restaurants and hotels of the German Federal Statistical Office increases by more than 5% between conclusion of the contract and arrival/start of the event, SH shall be entitled to adjust the price by the value exceeding 5%.

10. Room contingencies

Any agreed room contingencies revert back to SH after expiry of the contractually agreed period prior to arrival or the start of an event. Daily delegate rates are not adjusted automatically to reflect the number of rooms used.

11. Side-agreements, legal venue

Side-agreements are only binding if they have been confirmed in writing. The registered office of SH is the exclusive legal venue for any current and future claims arising from the commercial relationship with merchants (*Kaufleute*).

Dated January 2024

