

## General Terms and Conditions

### Event service

**We see it as our responsibility to meet customer requirements for quality and performance in the best possible way. The following General Terms and Conditions have been established for successful mutual cooperation in the spirit of partnership.**

1. The contract becomes effective through the hotel's order confirmation with the customer (standard designation for customer, organiser, guest, etc.). Only these Terms and Conditions are part of the contract; Any terms and conditions of the customer shall not be recognised.
2. The General Terms and Conditions apply to all hotel services, including the provision of seminar rooms, reception rooms and other facilities.
3. If a third party has placed an order for a customer, he is liable to the hotel with the customer as the joint and several debtor. The hotel may request reasonable pre-payment from the customer and/or third party. Subletting or re-letting requires the written consent of the hotel.
4. The prices are set according to the price list valid at the time of rendering the service. If fixed prices are stated in the order confirmation and there are more than four months between conclusion of contract and service provision, the hotel is entitled to change prices.
5. If a minimum turnover has been agreed upon and this is not achieved, the hotel may claim 60% of the difference as lost profit, unless the customer proves a lower or the hotel a higher loss of profit.
6. For confirmed orders, the agreed fee shall be payable even if the customer does not cancel the booking in writing at least four weeks before the start of the event or the customer does not appear. The saved expenses of the hotel are 40% for ordered food and drinks, 25% of the agreed price with a lump-sum agreement - accommodation plus meals in one amount.
7. For events beyond the contractually agreed period, otherwise, beyond 7 pm, the hotel may charge additional amounts, in particular for staff.
8. For the best possible fulfilment of services, the customer must notify the hotel of the number of people taking part - within the actual capacity of the hotel - at least two working days (48 hours) before the date on which the service will be provided.
9. The payment for the services provided is based at least on the agreed number of people taking part. If more participants arrive, billing will be made according to the actual number of participants.
10. Insofar as the customer uses hotel parking spaces, this does not constitute a safekeeping contract. The hotel is not obliged to monitor these.
11. Safekeeping for the customer expressly requires a written agreement. Offsetting, reduction or retention are only permissible for the customer in the case of undisputed or legally determined counterclaims. Any liability of the hotel is limited to the amount of the agreed rental price, except for Art. 701 ff. of the German Civil Code.
12. In case of force majeure (fire, strikes, etc.), the hotel reserves the right to withdraw from the contract without the customer having a right to claim damages, for example.
13. For other reasons for which the hotel is not responsible, in particular, those outside the sphere of influence of the hotel, the hotel reserves the right to withdraw from the contract. In these cases, the regulations of the German Civil Code apply.
14. The customer is responsible for treating the facilities with care and for handing them back properly.
15. The setting up of decoration or advertising material and the use of space in the hotel outside the rented rooms, for example, for exhibition purposes, expressly require the written consent of the hotel and can be dependent on the payment of an additional fee.

16. The necessary official permits for an event must be obtained by the customer in good time at his own expense. He is responsible for compliance with public law and other regulations. Taxes to be paid for events to third parties, in particular, GEMA fees, amusement tax, etc., have to be paid directly to the creditor by him.
17. Insofar as the hotel provides technical or other equipment from third parties at the customer's request, it acts on behalf of and for the account of the customer.
18. The hotel shall be liable to exercise the duty of care exercised by a prudent businessman. In the event of any disruptions or shortages in the services of the hotel, it will make every effort to provide assistance upon complaints lodged by the customer.
19. Regardless of Art. 701 ff. of the German Civil Code, the hotel is only liable for intent or gross negligence of the legal representatives of the hotels.
20. The customer undertakes to inform the hotel immediately without being asked to do so, but no later than at the conclusion of the contract, that the event, whether due to its political, religious or other nature, is not likely to stir public interest or to affect the interests of the hotel.
21. Newspaper advertisements, other advertising measures and publications that relate to the hotel and/or contain, for example, invitations to introductory discussions or sales events, fundamentally require the written consent of the hotel. If the customer violates this obligation to disclose information or if publication takes place without such consent, the hotel has the right to cancel the event. In this case, Point 6 of these General Terms and Conditions applies.
22. Invoices without a term of payment shall be payable without deductions within ten days of the invoice date.
23. Default arises with the receipt of the first reminder. From the moment of default, the invoice shall be charged at 5% for private customers and 8% above the base rate for commercial customers, unless the hotel can prove a higher or the customer a lower value of damages for any delay. A reminder fee of € 10.00 is owed for each reminder after default.
24. Place of performance and payment is Rastede for both parties. German law shall apply. Jurisdiction for both parties is Oldenburg.
25. Any other agreements must be in written form to be effective. Should individual provisions of the contract - including these Terms and Conditions - become ineffective, this effectiveness shall not affect the remaining provisions. The parties shall immediately replace the ineffective provisions with those that come as close as possible to the meaning of the ineffective provision.