

General Terms & Conditions of Business of the Sauerland Stern Hotel for Events

- 1) The lodging /rental contract is deemed concluded as soon as the room/function room has been ordered and committed. Conclusion of contract requires the parties to fulfil the agreement regardless of for how long the contract has been concluded. Option dates are binding on both parties. The Hotel reserves the right on expiry of the option periods to let the reserved rooms/function rooms elsewhere. The Hotel also reserves the right to assert further damages in addition.
- 2) Reserved hotel rooms are available to the guest from 3.00 p.m. on the day of arrival until 11.00 a.m. on the day of departure. The service recipient must provide the Hotel with a list of participants 10 days prior to arrival. Reserved function rooms are available to the service recipient only at the times agreed in writing. The service recipient acquires no rights to provision of certain hotel rooms/function rooms. Should agreed rooms/function rooms not be available, for any reason whatsoever, the Hotel shall be required to provide for an equivalent substitute, also outside the Hotel.
- 3) The service recipient will be charged 60% of the agreed services when reserved hotel rooms/function rooms/arrangements are cancelled in full or in part. The service recipient is explicitly granted the right to prove that the Hotel has suffered no losses whatsoever or losses significantly lower than 60% of the agreed services. The Hotel reserves the right to assert further damages in addition.
- 4) The service recipient shall be liable for losses or damage caused by its employees, other help or participants at the event, as well as for losses or damage it has caused itself. To prevent damage to the walls, attachment of décor materials or other items must be agreed with the Hotel beforehand. For packaging materials or other items left behind, the Hotel will raise a flat disposal charge depending on the volume and scope of at least €50.00, resp. the Hotel will charge the costs incurred.
- 5) Faults in the technical systems provided will, wherever possible, be repaired immediately. Payments may not be withheld or reduced. Inasmuch as the Hotel procures technical or other facilities from third parties, it shall be deemed to be acting in the name and for the account of the event organiser; the event organiser is responsible for careful handling and proper return of those facilities and indemnifies the Hotel for all claims by third parties ensuing from the provision of that facility.
- 6) Where the Hotel has reason to assume that the event may put smooth operations, security, safety or the reputation of the Hotel at risk, it may withdraw from the contract and cancel the event. Should the event organiser withhold the fact that it is a political organisation, the Hotel also has the right to withdraw from the contract and cancel the event.
- 7) If the ordering party is not at the same time the event organiser, both shall be liable as joint and several debtors. The Hotel's invoices are payable without deduction within 10 days of invoice date.
- 8) Irrespective of the date of conclusion of contract, changes in the rate of value-added tax shall be in favour of or at the expense of the service recipient. Except where shown separately, all prices are quoted in Euros accordingly and including value-added tax.
- 9) Should one or more provisions of these General Terms & Conditions of Business be ineffective, this shall not affect the validity of the other provisions. Instead of the invalid provision, a valid provision most closely representing it shall be deemed agreed. Agreements to the contrary or side agreements must be established in writing. That shall also apply to any waivers of written form. No verbal side agreements have been made. Place of performance and exclusive place of jurisdiction is Korbach.

Last updated: 05/07

