

Rules of the game & fine print

General terms and conditions for hotel
accommodation contracts and events

*For your
legal safety*

General terms and conditions for hotel accommodation contracts and events

1. Scope of application, provision to third parties

These terms and conditions shall apply for contracts of Lufthansa Seeheim GmbH (hereinafter: "LHSH") provision of hotel rooms for lease for accommodation, conference and other event rooms for performance of events, seminars, meetings, exhibitions, etc. and for any services and deliveries by LHSH connected to this.

General terms and conditions of the customer shall not be applied, even if LHSH does not expressly object to them.

The customer shall not have the right to leave the object of the lease to any third parties.

The invitation to job interviews, sales or similar events shall require the previous consent of LHSH with § 540 para. 1 sentence 1 German Civil Code being waived where the customer is not a consumer.

2. Conclusion of the contract/change requests

The contract shall be entered into by acceptance of the request of customer by LHSH, these shall be the contracting partners.

Written or oral schedule request, priority notice or reservation of rooms for certain dates or submission of an offer or contract not yet signed shall not give rise to any claim for later conclusion of a contract. Oral agreements shall be invalid.

The customer shall inform LHSH in writing without delay of any change, addition, special wishes or of new or additional event specifics, in particular use of technical devices or other event technology in time, but no later than 4 weeks before the event commences, and coordinate on them with LHSH. The customer shall observe that deviations or additional services that have not already been specified in the contract may have to be compensated for separately.

3. Legal situation

The customer designated in the contract shall be the sole organiser of the event to be performed in the leased premises. The contract shall not found any company relationship between the customer and LHSH.

4. Term of the lease

The term of use and thus calculation of the lease and time surcharges shall be subject to the time of provision of the object of the lease to the customer and its return to LHSH. Preparation, setup and removal times shall be included in the term of the lease.

There are very short reconstruction times between the events that take place at LHSH, so that the customer shall ensure that the term of the lease agreed on with LHSH is precisely complied with. If the lease times are exceeded anyway, this shall be indicated to LHSH without delay. Usage compensation and damages claims shall be reserved for LHSH.

5. Invoicing and payment conditions; advance payments and collateral

LHSH shall render the services ordered by the customer and promised by LHSH.

The customer shall pay the prices agreed on or common for LHSH for these and other services utilised. This shall also apply for any services and expenses of LHSH towards third parties initiated by him.

Any services extending the agreed services shall be subject to separate compensation, as well as any required special cleaning at strong contamination. If the presence of safety forces, firstaid forces, fire safety guards or persons responsible for event technology is ordered by authorities or found to be required on the basis of a danger assessment by LHSH, the costs shall also be assumed by the customer (cf. number 7.).

The agreed prices shall include the respective statutory VAT if not indicated differently.

Invoices by LHSH without due date shall be payable without deduction at once upon receipt of the invoice. LHSH shall have the right to declare any claims accumulated due at once and demand payment without delay. In case of payment default, LHSH shall have the right to charge the respective applicable statutory default interest amounting to currently 8 % or, in case of legal transactions in which a consumer is involved, to 5 % above the base interest rate. LHSH shall have the right to prove that a higher damage has been incurred.

The customer must only set off a claim by LHSH or reduce its price because of an undisputed or legally valid claim.

LHSH shall have the right to demand an appropriate advance payment at any time. The amount of the advance payment and the payment dates may be agreed on in writing in the contract.

LHSH shall also have the right to demand an appropriate collateral when the contract is entered into, which shall be paid for by cash deposit. LHSH may also demand collateral or increase of collateral after conclusion of the contract if increased damage risks only become apparent after the contract is entered into.

6. Cancellation, change of number of participations

6A. Events with and without overnight stays and groups without event as of 10 persons

Cancellation free of charge

| | |
|--------------------------|------------------------------|
| Event up to 9 pax | Date of arrival up to 6 p.m. |
| Event up to 49 pax | 4 weeks |
| Event of 50–149 pax | 12 weeks |
| Event of 150 or more pax | 24 weeks |

Ex gratia payment

| | |
|-----------------|---------------|
| 10–19 pax | 1 room/person |
| 20–49 pax | 2 room/person |
| 50–99 pax | 3 room/person |
| 100 or more pax | 6 room/person |

Charge

| | |
|---------------------|--------------------------------------|
| Event up to 49 pax | 4–1 week: 50 % |
| | Up to date of arrival by 6 p.m. 75 % |
| | No-show: 100 % |
| Event up to 149 pax | 12–9 weeks: 50 % |
| | Up to 6 weeks: 75 % |
| | Up to date of arrival by 6 p.m. 90 % |
| | No-show: 100 % |
| Event from 150 pax | 24–21 weeks: 50 % |
| | Up to 16 weeks: 75 % |
| | Up to date of arrival: 90 % |
| | No-show: 100 % |

The basis for calculation of the cancellation fees shall be the agreed meeting flat rate and/or accommodation service x number of participations.

If the contractually booked number of participations for event subsequently deviations from the booked number of rooms by more than 25 %, LSHH shall have the right to increase the prices agreed on for accommodation.

Group rooms that are returned by the customer within 4 weeks before the beginning of the event into free availability of LSHH shall be invoiced at 50 % of the contractually agreed room leases.

For cancellations of separately ordered food and beverage services like menu, buffets, banquets, etc. later than one week before the planned provision time, 50 % of the agreed price x number of participants shall be invoiced. The provision of the required room shall also be subject to a cancellation cost share of 50 %.

6B. Individual overnight stays and groups up to 9 persons

If a room is booked for single persons or groups of up to nine persons without participation in an event, the reserved hotel room may be cancelled free of charge until 6 PM of the arrival day.

7. Rescission or termination by LSHH, cancellation of events

LSHH shall have the right to rescission or termination of the contract if

- An advance payment of collateral is not provided after the end of a period set by LSHH;
- Any circumstances not due to the fault of LSHH, in particular force majeure, make performance of the contract impossible;
- If the order contained incorrect information on essential facts and circumstances, e.g. in the person of the customer or the purpose of the event or if LSHH has reason to assume that use of the service by the customer may endanger smooth operation of business, safety or the reputation of LSHH in public;
- If the authority permits, registrations or approvals required for the event are not present or the customer does not meet his statutory, authority or contractual reporting, information, indication and payment obligations towards LSHH or authorities;
- The customer does not or not sufficiently document event liability insurance in spite of demand by LSHH;
- The customer violated statutory provisions, authority requirements, orders, etc. or safety provisions (in particular technical directives of LSHH, house rules of LSHH) or did not comply with the instructions that were rendered in the scope of protection against danger;
- The usage purpose named in the rent contract is essentially changed.

The right to termination for good cause shall not be affected.

LSHH shall have the right to demand immediate dissolution of the event and immediate clearing and return of the object of the lease if essential contractual obligations of the contract or these provisions or safety-relevant provisions are violated or if there is a specific danger situation. LSHH shall have the right to perform clearance and dissolution at the expense and risk of the customer with the above reasons.

Violation of essential contractual obligations shall particular be present if the customer violates his contractual obligations more than inessentially or if facts become known that give rise to the suspicion that any other than the agreed event is held or that proper and interference-free use of the rooms cannot be warranted.

8. Changes to the object of the lease; handover, return, handover minutes

Changes to the object of the lease and application of decoration, signs and poster shall require the previous written consent of LSHH.

The customer shall inspect the object of the lease on request by LSHH in time before the beginning of the event and together with LSHH or its officers at return. Handover minutes must be drawn up in which all defects or damage to the object of the lease are documented and that must be signed by both parties.

All objects introduced by the customer, installations and attachments, changes, decoration and similar shall be removed completely by him at termination of the lease, if required disposed of according to the applicable waste-law provisions and the original condition shall be recovered. If the customer does not do so, LSHH may perform removal and storage at the expense of the customer.

9. Accessibility of the object of the lease; guarding

In addition to the vent of the customer, other events may take place at LSHH at the same time. The customer is informed that the areas outside of the event rooms are accessible for visitors of other events or third parties. In particular, a public path is running across the property, so third-party traffic must be expected. The customer shall not have any right to omission, reduction or damages claims in this respect.

The customer shall ensure under its own responsibility that the object of the lease is locked during the term of the lease, in particular during setup and removal and in the breaks or that access is controlled by the customer. LSHH shall not be liable for the loss of objects or other valuables that are stolen from the leased rooms or lost otherwise. Valuable or easily movable objects shall be locked away if required.

The customer shall grant LSHH and its officers that are charged with rendering of services in connection with the customer's event access to the object of the lease at any time during the term of the lease.

10. Liability of LSHH

LSHH shall be liable with the diligence of a proper merchant for its obligations from the contract. Claims of the customer for damages shall be excluded. This shall not include any damage from violation of life, body or health if LSHH is responsible for the violation of obligations, for other damage due to wilful or grossly negligent violation of obligations by LSHH and damage that is due to wilful or negligent violation of essential contractual obligations by LSHH. Essential contractual obligations in the above sense shall be such obligations the performance of which only makes proper performance of the contract possible, the compliance with which the contracting partner regularly trusts in and may trust in and that service implementation of such rights of the contracting partner that the contract is to grant him according to its content and purpose. Violation of obligations by LSHH shall be equal to violation by its statutory representatives or servants.

If interferences or defects arise at services of LSHH, LSHH shall strive to remove them when taking notice or upon complaint by the customer without delay. The customer shall contribute within the reasonable to removing the interference and keeping possible damage as low as possible. The customer shall inform LSHH in time of the possibility of an unusually high damage arising.

There shall not be any custody contract regarding exhibition or other, including personal, objects that are brought along and that are no introduced objects in the sense of § 701 para. 2 German Civil Code. LSHH shall not assume any liability for loss, destruction or damage except in case of willful intent or gross negligence. The above 8. sentences 2 to 5 shall apply accordingly.

Where the customer is provided with a parking place in the hotel garage or on the premises of LSHH, this shall not constitute conclusion of a custody contract either. If any parked vehicles or their contents are lost or damaged, LSHH shall only be liable according to the provisions according to the above 8. sentences 2 to 5. The customer is expressly informed that the underground parking garage is not monitored and publicly accessible around the clock for anyone and that it is not locked.

LSHH shall not be liable for timely performance of waking orders, timeliness and accuracy of messages transmitted and delivery of postal and goods shipments. The above 8. sentences 2 to 5 shall apply accordingly.

Liability of LSHH independent of fault for any defects of material present at conclusion of the contract shall be exclude; § 536a para. 1 German Civil Code shall not be applied in this respect.

LSHH shall be liable according to the statutory provisions for any introduced objects, i.e. up to 100 times the room price, no more than €3,500, and for money, securities and valuables at up to €800,00. LSHH recommends that money, securities and valuables be kept in the room safe. The liability claims shall lapse when the customer does not report to LSHH without delay upon taking notice of the loss, destruction or damage (§ 703 German Civil Code). Any further liability of LSHH shall be subject to the above number 1 sentences 2 to 4 accordingly.

11. Interferences

In case of interferences of the technical supply, in particular electrical power, water, compressed air, heating, communication, etc., LSHH shall be informed without delay. LSHH shall not assume any liability for damage resulting from interferences caused by power fluctuations or force majeure or because the power or water supply is interrupted on the order of the authorities or power suppliers.

12. Room provision, handover and return

Booked rooms shall be available to the customer as of 3 p.m. of the agreed arrival date. The customer shall not have any claim to earlier provision.

The customer shall not procure any claim to provision of specific rooms.

On the agreed day of departure, the rooms shall be returned to LSHH cleared at 11 a.m. at the latest. Afterwards, LSHH may charge 25.00€ for use of the room exceeding the contract due to belated clearing of the room until 4 p.m.; as of 4 p.m., 100% of the list price shall be invoiced.

13. Safety provisions

The customer shall be obliged to provide the information truthfully and completely within four weeks of commencement of the event that is required for assessment of possible dangers from the event. They shall be submitted to the corresponding employee in the Convention Sales Department of LSH. If LSH decides to draw up a safety concept for the customer's event, the customer shall provide LSH with all information required for this and contribute to development. The customer shall specifically be obliged to inform LSH in time and no later than four weeks before the event commences of any information relevant for assessment of fire danger, in particular on attachments, equipment and the course of the event and any connected fire hazardous and other actions relevant for fire insurance purposes.

The customer shall comply with the safety provisions of LSH, in particular the technical directives of LSH, and ensure that they are also complied with by visitors, employees and officers of the customer by taking suitable measures. The technical directives shall be required from LSH or can be viewed at www.lufthansa-seeheim.de. Further requirements that result from the type and process of the event or any safety concept drawn up for the event by LSH shall be observed. Safety instructions by LSH and its officers shall be observed.

The customer shall specifically have an obligation to secure any facilities introduced by him.

The customer is noted that there is no snow clearing and spreading service offered for the (hiking) paths on the premises (winter service). If a fire safety guard, first-aid service or guards are required for an event, the scope of the services, and in particular the number of persons to be provided shall depend on the type of event, the number of visitors, the event-specific safety provisions and the authority specifications from case to case. The costs that arise from use of these specialists shall be assumed by the customer – subject to any provision in the lease contract to the contrary.

14. Customer's liability, insurance, liability of third parties

The customer shall be liable towards LSH according to the statutory provisions where nothing deviating is agreed on below. The customer shall be liable for complete and proper return of the object of the rent and the devices, access cards, facilities and other furnishings provided for use.

The customer shall be liable to LSH for damages if there is any personal, property and financial damage that is culpably caused by him, his officers, servants, guests or other third parties in the sense of §§ 278, 831, 89, 31 German Civil Code in connection with the event if they are due to the customer according to the statutory provisions. This shall specifically apply for any damage resulting to the rooms, facilities, devices and access roads provided by LSH. The customer's liability shall also comprise damage caused by riot, fire, panic and similar occurrences caused by the event (event-typical damage).

The customer shall indemnify LSH in the scope of his liability against any damages claims that third parties and in particular employees, members or officers of the customer and visitors may assert against LSH in connection with the event.

LSH shall have the right to demand that the customer take out an event liability insurance according to the following specifications by LSH: The coverage total must be at least 1 million euros for personal injury and property damage and 2.5 million euros for financial damage. Both lease damage to the object of the lease and lease damage to movable assets must be included in the insurance. The corresponding insurance proof shall be submitted to LSH no later than two weeks before commencement of the event.

15. Expiration

Claims of LSH due to change or deterioration of the object of the lease shall lapse after one year. The period of expiration shall commence at the time at which LSH receives the object of the lease back.

All claims against LSH shall generally lapse within one year of commencement of the regular expiration period depending on knowledge according to § 199 para. 1 German Civil Code. Damages claims shall lapse independently of knowledge after five years. The expiration period reductions shall not apply for claims due to wilful or grossly negligent violation of obligations by LSH.

16. Copyright, reporting and approval obligations, responsibility of the customer as event organiser

The designation and advertisement of the event shall be the sole responsibility of the customer. In case of violations of copyright, image and name rights or brand rights, LSH shall be indemnified by the customer against any third-party claims. The customer irrevocably agrees that he is the sole organiser and person responsible in the sense of §§ 81, 97 Copyright Law.

The customer shall bear the sole responsibility for meeting all statutory reporting obligations and collection of any required approvals at his expense. In particular, he shall register the event properly with GEMA. LSH may demand proof of registration, compliance with the above reporting obligations and proof of payment of the GEMA fees in time before the event. The customer, as organiser, shall be responsible for the event program and for a secure, smooth course of the event.

He shall be responsible in his area of action of compliance with the accident prevention provisions and the statutory provisions, in particular the youth protection act, Sunday and holiday act, noise protection and the local curfew.

17. Video monitoring

LSH informs the customer that observation of publicly accessible premises with optically-electronic devices (video monitoring) is performed, e.g. to maintain house rights. (§ 6 b BDSG) The data collected in this manner shall be deleted when they are no longer required to achieve the purpose or if any interests of the affected persons that are subject to protection are contrary to further storage.

18. Image, film and sound recordings

Commercial image, film, video and sound recording of any kind by the customer or a third party charged by him shall require the previous written consent of LSH. The customer shall inform LSH comprehensively on the planned scope and details on the recordings planned in the above sense. LSH shall be informed of planned recordings and reporting at least four weeks before the event commences.

19. Declaration of conformity

By signing this contract, the customer declares that the event will not have any anti-democratic, racist, extreme right or leftwing, xenophobic or anti-Semitic content. In particular, neither freedom nor dignity of human beings – no matter the way in which this happens – must be treated derisively. If participants or visitors of the event violate this, the customer shall prevent this without delay by taking suitable measures and, if required, removing them from this event.

20. Technical facilities and connections

Where LSH procures any technical and other facilities from third parties for the customer according to the contract, it shall act in the name, on the authority and for the account of the customer. The customer shall be liable for careful treatment and proper return and indemnify LSH against any thirdparty claims from provision of such facilities.

Use of own electrical facilities of the customer using the mains grid of LSH shall require its previous written consent. Any interferences or damage caused to the technical plants of LSH caused by use of such devices shall be at the expense of the customer where LSH is not at fault for them. The electricity bill caused by their use may be recorded and invoiced by LSH as a lump sum.

The customer shall only have the right to using his own phone, fax and data transmission devices, as well as WLAN, with the advance consent by LSH. LSH may demand a connection fee for this.

If LSH provides the customer with technical devices, the customer shall be obliged to inspect them for proper condition at provision, confirm it or record any defects found in a log in writing, and forward it to LSH without delay.

21. Persons responsible for event technology

If any stage or lighting-technical facilities are to be set up for the event and persons responsible for event technology or specialists for event technology or a supervisor must be provided for this according to the stipulations of § 40 MVStättV, the costs arising for this shall be assumed by the customer.

The person charged by LSH or its officers with the tasks according to the above paragraph from § 40 MVStättV shall have the right to instruct the customer and his operative staff (e.g. companies setting up and removing facilities or other employees or third parties) where safety or fire protection in the LSH are affected.

22. Bringing along food and drink

The customer generally must not bring along food and drink to events. Exceptions shall require written agreement with LSH. In this case, an appropriate lump sum shall be charged that also includes the fixed costs that arise for LSH.

23. Non-smoker protection

The customer shall be obliged to enforce the present smoking prohibition among his visitors. He shall refer to the smoking prohibition and enforce compliance with smoking in the intended smoking points and take the required measures in case of violations.

Only in coordination and with the approval of LSH shall exceptions from the general smoking prohibitions be permitted. The customer shall request any exception approval no later than four weeks before the event commences.

24. Miscellaneous

Modifications of or amendments to the contract, the booking confirmation or these terms and conditions shall take place in writing. Unilateral changes or amendments by the customer shall be invalid.

If individual provisions of these general terms and conditions are invalid, this shall not affect the validity of the remaining provisions. For the remainder, the statutory provisions shall apply.

German law applies. Application of UN purchasing law and the provisions on conflict of laws shall be excluded. The place of performance and payment shall be the seat of LSH.

The exclusive place of jurisdiction – also for cheque and bill of exchange disputes – in commercial transactions shall be Frankfurt am Main. Apart from this, either party shall have the right in commercial transactions to raise a claim or initiate execution measures at the seat of the other party. This shall also apply if a contracting partner meets the pre-requisites of § 38 para. 2 ZPO and has no general place of jurisdiction in the country.

25. Other provisions

Any amendments or additions to the contract, the booking confirmation, or these terms and conditions shall be made in writing. Unilateral amendments or additions by the customer shall be invalid.

Should individual provisions of these general terms and conditions be invalid, the validity of the remaining provisions shall remain unaffected. In all other respects, statutory provisions shall apply.

German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and private international law is hereby excluded.

The place of performance and payment shall be the seat of LSH.

The exclusive place of jurisdiction – including for check and exchange disputes – in commercial transactions shall be Frankfurt am Main. In addition, in commercial transactions, each party shall be entitled to file a suit or take enforcement measures at the seat of the other party. This shall also apply if one contracting partner fulfills the conditions of § 38 para. 2 of the German code of civil procedure (ZPO) and has no general place of jurisdiction in the Federal Republic of Germany.

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