

I. Field of Application

1. These general terms and conditions shall apply to all contracts concerning the lease of the meeting, banquet and function rooms of the hotel for the purpose of realising events such as banquets, seminars, congresses etc. as well as all further services (e. g. lodgings) and deliveries on the part of the hotel (referred to hereinafter as the 'Hotel') connected therewith.
2. Subleasing the rooms, spaces and display cabinets, or invitations for interviews, sales and similar events, are permitted solely after prior written consent by the Hotel, wherein § 540.1 sentence 2 of the German Civil Code (BGB) is waived insofar as the Customer is not a consumer.
3. General terms and conditions of the Customer apply solely if this is expressly agreed beforehand in written form.

II. Conclusion, Parties and Limitation of Contract

1. A contract becomes effective by the Hotel accepting the application of the customer/orderer (referred to hereinafter as the 'Customer'); these two are the 'Contractual Parties'.
2. If the Customer is not identical with the organiser, or if the organiser subcontracts an agent or a second organiser, then both the organiser and the Customer are joint debtors for any obligations arising from the contract.
3. The Hotel is liable for its obligations arising from the contract with the diligence of a prudent businessman. Claims for damages on the part of the customer are excluded except for such damages which result from injury to life, body or health, if the Hotel is responsible for the breach of duty, and other damages which are caused through intentional or grossly negligent breach of duty by the Hotel. A breach of duty by the Hotel is deemed equivalent to such by a statutory representative or servant. Should disruptions or defects in the performances of the Hotel occur, the Hotel shall, upon knowledge thereof or upon objection by the Customer, find a remedy without undue delay. The Customer undertakes to contribute reasonable actions to eliminate the disruption and to keep any possible damage at a minimum. Moreover, the Customer undertakes to inform the Hotel as soon as possible if an extraordinarily high damage is likely to arise.
4. Any claims against the Hotel shall be limited to one year after the commencement of the knowledge-dependent regular period of limitations in terms of § 199.1 BGB. Damage claims shall be limited to five years, independent of knowledge. Reductions of limitation periods shall not apply to claims based on intentional or grossly negligent breaches of duty by the Hotel.

III. Services, Prices, Payment, Set-Off

1. The Hotel undertakes to perform the services ordered by the Customer and agreed in the contract.
2. The Customer undertakes to pay for this and any further services rendered by the Hotel the applicable or agreed sums. This also applies to services and reimbursements by the Hotel to third parties instigated by the Customer, and in particular to accounts receivable of copyright collecting societies.
3. The agreed prices include the currently applicable VAT. If the period of time between the conclusion of the contract and the event exceeds 4 months and the price usually charged by the Hotel for such services increases, then the Hotel is entitled to adjust the contractually agreed price in a reasonable amount by a maximum of five per cent.
4. Invoices from the Hotel without maturity dates are due in full within 10 days of receipt. The Hotel is entitled at any time to make accumulated receivables due and to demand payment without undue delay. In case of delay, the Hotel is entitled to demand interest in the amount of currently 8 per cent or, with legal transactions involving a consumer, in the amount of 5 per cent above the base rate. The Hotel reserves the right to claim higher damages.
5. The Hotel is entitled to demand a reasonable advance payment. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
6. The Customer may set-off or reduce a claim by the Hotel solely with an undisputed or legally valid claim.

IV. Cancellation of the Contract by the Customer / Non-utilisation of the Hotel's Services

1. A cancellation by the Customer – also in part – of the contract concluded with the Hotel must have written form and is to be confirmed in writing by the Hotel.
2. Cancellations of single reservations are cost-free up to 8 days before arrival. After this date, the Hotel will charge 80 % of the room price. In case of cancellations within 2 before the arranged arrival, the Hotel will charge an additional 80 % of the arranged conference fee.
3. Cancellations of small groups (10 to 19 persons) are cost-free for the whole contingent up to 2 weeks before arrival. After this date, the Hotel will charge 80 % of the room price. In case of cancellations within 4 before the arranged arrival, the Hotel will charge an additional 80 % of the arranged conference fee.
4. Cancellations of groups (from 20 persons onwards) are cost-free for the whole contingent up to 6 weeks before arrival. After this date, the Hotel will charge 80 % of the room price. In case of cancellations within 4 before the arranged arrival, the Hotel will charge an additional 80 % of the arranged conference fee.
5. The aforementioned provisions (paragraphs IV.2, IV.3. and IV.4) also apply to participants who fail to show up for the event without previously having submitted a cancellation which was confirmed by the Hotel.
6. The Hotel is obliged in good faith to lease non-utilised rooms otherwise in order to avoid losses. In case of rooms not used by the Customer, the Hotel has to set off the turnover from ulterior lease against the cancellation fees in terms of IV.2. or IV.3. or IV.4. for these rooms.

7. The deduction of saved expenses is taken into account by paragraphs IV.2, IV.3. and IV.4.

V. Cancellation of the Contract by the Hotel

1. Insofar as a right of cancellation within a set period was contractually arranged for the Customer, the Hotel itself is entitled to cancel the contract within the set period if requests from other customers for the contractually reserved rooms exist, and the Customer, on request by the Hotel, does not waive his right of cancellation.
2. If the Customer fails to make an advance payment which was agreed or requested in terms of III.5, the Hotel is entitled to cancel the contract.
3. Furthermore, the Hotel is entitled to cancel the contract for just cause, e. g. if:
 - force majeure or other circumstances for which the Hotel is not responsible, make fulfilment of the contract impossible;
 - events are booked with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
 - the Hotel has justified cause to believe that the event might jeopardize the trouble-free operation of the Hotel, its security or public reputation, without this being attributable to the Hotel's sphere of control or organization;
 - there is a breach of paragraph I.2.
4. In cases of cancellation of the contract by the Hotel for just cause, the Customer is not entitled to any compensation.

VI. Changes in the Number of Participants or in the Duration of the Event

1. An increase in the number of participants is possible solely in agreement with the Hotel, and is subject to a confirmation in writing on the part of the Hotel. The actual number of participants will be invoiced. In case of a reduction of the number of participants, the cancellation provisions in terms of paragraph IV apply.
2. If the beginning or closing times of the event change and the Hotel agrees with these changes, then the Hotel is entitled to charge the additional stand-by service unless the Hotel itself is responsible for the changes.

VII. Bringing Food and Beverages

1. On principle, the Customer is not allowed to bring food and beverages to the events. Exceptions are subject to an agreement in writing with the Hotel. In such cases, a fee will be charged for covering the general expenses.

VIII. Technical Equipment and Interfaces

1. Insofar as the Hotel procures technical or other equipment for the Customer from third parties at the instigation of the Customer, it acts in the name of, per pro and on behalf of the Customer.
2. The Customer is liable for careful treatment and proper return of the equipment. He shall indemnify the Hotel from all third-party claims arising from the provision of the equipment.
3. Usage of the Customer's own electrical equipment on the Hotel's power supply is subject to written consent by the Hotel. The customer shall be liable for malfunctions of or damage to the Hotel's technical facilities caused by using such equipment, unless the Hotel is to be held responsible. The Hotel may charge a lump sum for electricity costs incurred by such usage.
4. Subject to the Hotel's consent, the Customer may use his own telephone, fax, and data transfer equipment. The Hotel may charge a connection fee.
5. If suitable equipment of the Hotel remains unused due to the Customer's own equipment being connected, a compensation may be charged.
6. Malfunctions of technical or other equipment provided by the Hotel will be remedied immediately whenever possible. Payments may not be withheld or reduced, unless the Hotel is to be held responsible for the malfunctions.

IX. Loss of or Damage to Property brought in

1. Any exhibition or other items, also private ones, are kept in the rooms respectively in the Hotel at the Customer's risk. The Hotel is not liable for loss or destruction of or damage to these items, nor for financial losses except in cases of gross negligence or intent on the part of the Hotel. Excepted hereof are cases of damage caused as a result of injury to life, body or health.
2. Decoration or other materials brought in by the Customer must conform to the fire safety regulations. The Hotel is entitled to demand an official proof therefore. If such a proof is not provided, the Hotel is entitled to remove any material already brought in at the Customer's expense. Because of possible damages, the positioning and installation of items is subject to prior arrangement with the Hotel.
3. Objects, exhibits or other items brought in by the Customer shall be removed immediately after the termination of the event. If the Customer fails to do so, the Hotel may remove and store such items at the Customer's expense. If the objects remain in the rooms used for the event, then the Hotel may charge a reasonable compensation for the corresponding period of time. The Customer is at liberty to prove that the Hotel incurred no claims or considerably lower claims than the abovementioned.

X. Liability of the Customer for Damages

1. The Customer is liable for all damage to the building or fixtures (also such fixtures as were leased by the Hotel from third parties for the event) caused by participants of or visitors to the event, employees, other third parties associated with the Customer, or by the Customer himself.
2. The Hotel may require the Customer to provide reasonable security (e.g., insurance, security deposits).

XI. Final Provisions

1. Amendments and supplements to the contract, to the acceptance of applications or to the General Terms and Conditions for Events shall be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the Hotel's registered office.
3. The exclusive jurisdiction for commercial transactions – also for disputes over checks and bills of exchange – is Annaberg-Buchholz. Insofar as a contracting party fulfils the requirements of § 38.2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the Hotel's registered office shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.