



## General Terms and Conditions

### 1. Scope

The following General Terms and Conditions apply to all contracts between the Customer/Organizer/Contractor (hereafter referred to as Customer) and Schlosshotel Münchhausen (hereafter referred to as the Schlosshotel) concerning the rental of hotel rooms for accommodation, conferences and events as well as all other services rendered by the Schlosshotel.

### 2. Conclusion of Contract

By signing the contract, the customer acknowledges services and conditions in full. Optional dates are binding for both parties.

The Schlosshotel retains the right to rent all reserved rooms and spaces on expiration of the optional date.

### 3. Room Reservation

Reservations made by the customer are binding for both parties.

#### 3.1. Right of Withdrawal

Unless a right of withdrawal has been agreed or has expired and no statutory right of termination exists and if the Schlosshotel does not agree to the continuation of the contract, the Schlosshotel retains the right to claim the agreed terms despite the non-utilization of rooms and services.

#### 3.2. Cancellation or Reduction of agreed Services

Cancellations or reductions of the contractual terms must be made in writing. The cancellation date is determined by the receipt of the written notice in the Schlosshotel.

The customer is obliged to pay the following parts of the contractually agreed total price for overnight accommodation with or without breakfast, when the Schlosshotel receives a written cancellation or change of reservation (contract) as follows:



**3.2.1. Rooms (Reservations up to 5 Rooms)**

**Sunday to Thursday:**

Up to 48 hours before arrival	no charge
Less than 48 hours	80% of agreed rate

**Including Friday or Saturday:**

Up to 7 days before arrival	no charge
Less than 7 days before arrival	80% of agreed rate

**At Trade Fair Periods**

Up to 28 days before arrival	no charge
Less than 28 days	80% of agreed rate

**3.2.2. Rooms (Reservations more than 6 Rooms)**

After signing the contract up to 91 days before arrival	30 %
Between 90 and 31 days before arrival	50 %
Between 30 and 10 days before arrival	70 %
Less than 10 days before arrival	90 %
On the day of arrival or no show	100 %
(Percentages apply to the agreed total rate or package price)	

**3.2.3. Rooms (Reservations more than 6 Rooms) – at Trade Fair Periods**

After signing the contract up to 241 days before arrival	15 %
Between 240 and 150 days before arrival	30 %
Between 149 and 90 days before arrival	50 %
Less than 89 days before arrival	100 %
(Percentages apply to the agreed total rate or package price)	

**3.2.4. Credits in case of Renting the Rooms to Third Parties**

The Schlosshotel may credit income from renting the rooms to other parties as well as any expenses saved. Should the Schlosshotel be able to rebook the cancelled accommodation or services to third parties within the time period, the customer's compensation may be reduced by the income from the resale of services, limited to the total contract amount.

The Schlosshotel reserves the right to make all relevant decisions regarding the reduction of the compensation amount.



### **3.2.5. Credits in case of Not Renting the Rooms to Third Parties**

Should the rooms not be rented to other parties, the Schlosshotel has the right to deduct a lump sum for saved expenses.

### **3.3. Further Terms for all Room Reservations**

For reservations during trade fairs and for groups of 6 persons or more, the Schlosshotel reserves the right to demand an advance payment of 100% on the services specified in the contract as security and guarantee. The customer undertakes to transfer this advance payment to the bank account mentioned under point 4.

## **4. Events / Conferences (with or without rooms)**

### **4.1. Conclusion of Contract and Cancellation Conditions**

For events and conferences, the Schlosshotel can request an advanced payment of 80 % of the services specified in the contract as security. For private events (private occasions or weddings) a deposit of 1.000 Euros is required on signing the contract (this deposit is non-refundable in the event of cancellation). A further prepayment of the anticipated total costs should be made no later than 30 days prior to the event. The customer undertakes to transfer this advanced payment to the Schlosshotel Münchhausen account  
*Sparkasse Hameln-Weserbergland, IBAN: DE06 2545 0110 0000 8014 56*

Reservations of banquet/conference facilities and rooms in connection with an event/meeting become binding on acceptance, in writing, by the Schlosshotel. In the case of a cancellation received thereafter, the Schlosshotel reserves the right to charge the amounts stated in the contract for lost revenues as follows:

After signing the contract up to 91 Tage before arrival/start	30 %
Between 90 and 31 days before arrival/start	50 %
Between 30 and 22 days before arrival/start	60 %
Between 21 and 15 days before arrival/start	70 %
Between 14 and 8 days before arrival/start	80 %
Between 7 and 4 days before arrival/start	85 %
Between 3 and 1 days before arrival/start	90 %
On the day of arrival or no show	100 %
(Percentages apply to the total amount of the invoice according to the offer)	

If the rate for food or beverages has not been specifically determined, the current minimum cover price of 55 Euros x number of persons for food and 35 Euros x number of persons for drinks applies.

#### **4.2. Additional Terms for all Events or Conferences**

The Schlosshotel reserves the right to make all relevant decisions regarding the reduction of the compensation amount.

If the Schlosshotel is able to sell the cancelled service to third parties within the agreed period, the customer's compensation may be reduced by the amount paid by such third parties, however limited to the total contract amount.

Cancellations or reductions of contractual terms must be made in writing. The cancellation date is determined by the receipt of the written notice in the Schlosshotel.

A reduction of the number of participants must be notified in writing to the Schlosshotel's banqueting department at least 7 days prior to the event, otherwise the originally ordered number of place settings will be charged. The maximum reduction of participants stated in the contract, within the cancellation period as set out in point 4 is 10%.

Due to changing market conditions price changes after the conclusion of the contract are not excluded and may result in price adjustments.

If music is part of an event, the organizer must register with GEMA. The Schlosshotel shall be indemnified by the event organizer with regard to all claims arising from unauthorized use of rights of GEMA or third parties.

Should the event/conference room needs to be rearranged at the request of the customer 48 hours or less before the start of the event, a flat rate charge of 250 Euros will be made.

Should additional cleaning of the premises or the park adjacent to the Schlosshotel caused by event participants be necessary, cleaning cost or damage repair will be charged separately to the contracting party. A minimum charge of 350 Euros applies.

Agreements/contracts shall come into effect upon the legally binding signature of the customer and the Schlosshotel.

The Schlosshotel shall specify an option date under which it is bound by the contract offer. Should the contract, signed by the customer, not be received by the specified date, the offer shall be null and void.

## 5. **Further Information**

Insofar as the Schlosshotel procures or has procured technical and/or other services from third parties for the customer, it shall act on behalf and for the account of that customer. The customer shall be liable for the proper handling and return of such equipment and shall indemnify the Schlosshotel against all claims from third parties arising from the provision of such equipment.

If the customer is not, at the same time, the organizer, both shall have joint and several liability.

The customer shall not be entitled to the provision of auxiliary personnel for the transport and assembly of goods and other items supplied by the customer or third parties. The delivery of materials must always be made by the Schlosshotel's goods receiving department during operational hours weekdays from 9 a.m. to 4 p.m.

The Schlosshotel's banqueting department must be informed in good time about the nature and scope of material to be delivered. For goods or objects delivered in advance, the Schlosshotel reserves the right to charge for expenses such as personnel, storage or setup.

Decorative material must comply with the requirements of the current fire protection regulations and the Schlosshotel is entitled to demand official proof. Due to possible damage of premises, the installation and attachment of objects must be coordinated with the Schlosshotel in advance.

All exhibition or other items featured must be removed immediately after the event concludes. If the customer fails to do so, the Schlosshotel may remove and store them at the customer's expense. If the items remain in the event room, the Schlosshotel may charge room rent for the duration of their stay.

The customer reserves the right to claim lower damages, the Schlosshotel higher damages. The Schlosshotel is entitled to charge waste disposal fees for materials left in the Schlosshotel by ordering a party for disposal.

No liability shall be assumed for the loss of or damage to items delivered to the Schlosshotel unless the damage is due to intentional or grossly negligent conduct on the part of the Schlosshotel or its various agents. Limits of liability are defined in the applicable laws.

The customer is liable for the payment of any additional services used by event participants as well as for compensation for losses and damages caused by its employees, assistants or event participants.



All services of the Schlosshotel may only be used for contractually agreed purposes.

Supply of food and beverages require prior approval. The current corkage rate is:

from 45 Euro per bottle White Wine	(0,75l)
from 55 Euro per bottle Red Wine	(0,75l)
from 55 Euro per bottle Sparkling Wine	(0,75l)
from 85 Euro per bottle Champagne	(0,75l)
from 95 Euro per bottle Spirits	(0,70l)

Newspaper advertisements referencing the Schlosshotel always require prior written consent of the Schlosshotel. If a publication is made without the consent and should the interests of the Schlosshotel be affected thereby, the Schlosshotel has the right to cancel the event. Any costs incurred and possible damage claims shall be borne by the customer.

The customer undertakes to use the services ordered and to pay no later than 8 days after the invoice is received, including any extra services provided by the Schlosshotel. This also applies to services and expenses of the Schlosshotel to third parties, in connection with the event. Payment must be made to the account at *Sparkasse Hameln-Weserbergland, IBAN: DE06 2545 0110 0000 8014 56*.

In the case of invoice adjustments made at the request of the customer, which are not due to incorrect booking of the Schlosshotel, the Schlosshotel reserves the right to charge a handling fee of 25 Euro. The original invoice must be returned to the Schlosshotel in any event.

Additions, changes or cancellations of the contract must be made in writing. Verbal agreements are invalid. Partial changes do not impact the validity of the entire contract.



## 6. Withdrawal from Contract

If agreed that the customer may withdraw from the contract, without penalty, within a specified time period, the Schlosshotel also shall be entitled, for its part, to withdraw from the contract during said period.

If an advanced payment or security deposit is agreed in accordance with item 4. and is not deposited, even after a grace period, set by the Schlosshotel, has expired, the Schlosshotel shall be entitled to withdraw from the contract.

Furthermore, the Schlosshotel is entitled to withdraw from the contract, if extraordinarily or factual reasons justify, in particular if:

1. Force Majeure or other circumstances over which the Schlosshotel is not in control or responsible and which make it impossible to fulfill the contract.
2. Event rooms or rooms are deliberately booked with misleading or false information or the concealment of essential facts, such as the identity of the customer, the ability to pay or the purpose of stay.
3. The Schlosshotel has reasonable grounds to believe that the event might jeopardize the smooth operation of the business, the safety and/or reputation of the Schlosshotel.
4. The purpose or occasion of the event is unlawful.

The justified withdrawal of the Schlosshotel does not support a customer's claim for damages.

Should the Schlosshotel have a claim for damages against the customer in the event of withdrawal and in accordance with the above-mentioned points, the Schlosshotel may make a lump sum claim for such damages.

## 7. Additional Conditions

1. Changes or additions to the contract must be made in writing.
2. Animals are not allowed in the Schlosshotel.
3. Place of performance and payment is the seat of the Schlosshotel.
4. The exclusive place of jurisdiction, also for disputes concerning checks and bills of exchange is the Schlosshotel's registered office. If the customer does not have a general seat of jurisdiction in Germany, then the place of jurisdiction shall be the registered office of the Schlosshotel.
5. The contract is subject to the laws of the Federal Republic of Germany.
6. Should individual clauses of these General Terms and Conditions be invalid or void, this shall not affect the validity of the remaining clauses. The same applies in case of contractual gaps.

In all other respects, the statutory provisions shall apply.

*As of: August 2024*