



## General Terms and Conditions off the Hotel Schloss Montabaur for Event-Room Hire

The Hotel Schloss Montabaur is a business operated by the Akademie Deutscher Genossenschaften e. V. (ADG)  
– Last updated: January 2023

### I. Scope

1. The present Terms and Conditions shall apply to agreements regarding the hire of conference, banquet or event rooms and other rooms of the Hotel Schloss Montabaur for the organisation of all kinds of events and for all the other services and deliveries of the Hotel Schloss Montabaur that are provided in this context.
2. The sub-letting or re-letting of the provided rooms, spaces or facilities and public invitations or other advertising measures for job interviews, sales events and similar, and the use of hotel spaces outside the hired rooms for the aforementioned events require the prior consent of the Hotel Schloss Montabaur in text form and can be made dependent on the payment of an additional fee. Section 545 BGB shall not apply if the Customer<sup>1</sup> is not a consumer.
3. Terms and conditions of the Customer shall only apply if this has been expressly agreed in writing in advance. Counter-confirmations of the Customer with reference to their terms and conditions are hereby expressly contradicted.

### II. Conclusion of the Agreement, contractual partners; limitation period

1. The Contract shall come into effect through the acceptance of the Customer's application by the Hotel Schloss Montabaur. The Hotel Schloss Montabaur shall be free to confirm the event in text form.
2. The contractual partners shall be the Hotel Schloss Montabaur and the Customer. If a third party placed the order for the Customer, it shall be liable together with the Customer, jointly and severally, to the Hotel Schloss Montabaur for all the obligations arising from the Agreement, provided that a corresponding declaration from the third party is available to the Hotel Schloss Montabaur.
3. The Customer is obligated to inform the Hotel Schloss Montabaur, unsolicited and no later than the conclusion of the Agreement, if the event could put the smooth operation of the business, the security or the public reputation of the Hotel Schloss Montabaur at risk due to its political, religious or other character.
4. All claims against the Hotel shall lapse one year after the beginning of the standard limitation period subject to knowledge of the claim concerned as set out in Section 199 (1) German Civil Code (BGB). The reduction of the limitation period shall not apply in the event of claims that are based on a deliberate or grossly negligent breach of duty on the part of the Hotel and in the event of claims on account of a loss of life, physical injury or damage to health.

### III. Services, prices, payment, offsetting

1. The Hotel Schloss Montabaur is obligated to have the rooms booked by the Customer ready and to provide the agreed services.
2. The Customer is obligated to pay the Hotel Montabaur's prices that are applicable or agreed for the ordered services and other services used by the Customer. This also applies to third-party services arranged by the Customer directly or through the Hotel Schloss Montabaur, the fee for which shall be disbursed by the Hotel Schloss Montabaur, and to charges payable to copyright collectives.
3. The agreed prices are quoted as gross prices and shall include the respective statutory VAT at the time of the conclusion of the Agreement. If the statutory VAT changes after the conclusion of the Agreement, the prices shall be adjusted accordingly. In the event of agreements with consumers, this shall only apply if the period between the conclusion of the Agreement and the fulfilment of the Agreement exceeds four months.
4. If a minimum revenue has been agreed and if this is not achieved, the Hotel Schloss Montabaur, shall be entitled to demand 60 % of the difference as loss profit, unless the Customer can provide evidence of a lower damage or the Hotel Schloss Montabaur can provide evidence of a higher damage.
5. Invoices from the Hotel Schloss Montabaur shall – unless there is an agreement to the contrary with respect to the due date – be due for payment, without any deductions, upon the receipt of the invoice. In the event of a default of payment, the Hotel shall be entitled to demand the respective applicable default interest. The Hotel reserves the right to prove greater damage.
6. For every reminder after the default sets in, the Customer must refund the Hotel Schloss Montabaur for dunning costs to an amount of € 2.50. The Customer shall be free to prove that no costs, or significantly lower costs, were incurred. In the case of Customers who are not consumers, the Hotel Schloss Montabaur shall also assert the claim arising from Section 288 (5) BGB (5) (additional statutory lump sum).
7. The Hotel Schloss Montabaur shall be entitled to demand an appropriate advance payment or security from the Customer, for example in the form of a credit card guarantee, upon conclusion of the Agreement. The amount of the advance payment and the payment dates can be agreed in the Agreement in text form.
8. During the stay and after the conclusion of the Agreement, the Hotel Schloss Montabaur shall be entitled, in justified cases, for example an outstanding debt on the part of the Customer or the extension of the scope of the Agreement, to demand an advance payment or security in terms of No. 7 above or an increase in the advance payment or security agreed in the Agreement up to the full agreed payment.
9. The Customer may only offset a claim of the Hotel Schloss Montabaur against an undisputed or legally binding claim.

### IV. Withdrawal of the Customer / non-use of the services of the Hotel Schloss Montabaur

1. The Customer may only withdraw from the Agreement concluded with the Hotel Schloss Montabaur if a right to withdraw has been expressly agreed in the Agreement, a statutory right to withdraw exists or the Hotel Schloss Montabaur expressly agrees to the cancellation of the Agreement. The Agreement of a right to withdraw and any consent to a cancellation of the Agreement shall take place in writing.
2. If a deadline has been agreed between the Hotel Schloss Montabaur and the Customer for exercising the right to withdraw free-of-charge, the Customer may withdraw from the Agreement until that date, without triggering claims for payment or compensation from the Hotel Schloss Montabaur. The Customer's right to withdraw shall lapse if the Customer does not exercise this right in text form to the Hotel Schloss Montabaur by the agreed deadline.
3. If a right to withdraw is not agreed or has not already lapsed or if there is no statutory right to withdraw and the Hotel Schloss Montabaur does not agree to a cancellation of the Agreement, the Hotel Schloss Montabaur reserves the right to claim the agreed room rent arising from the Agreement as well as

<sup>1</sup> For reasons of linguistic simplification, the three genders are not mentioned where a gender-neutral formulation was not possible. In these cases, the masculine terms used include the feminine and diverse forms as well.



the cost of any services arranged by third parties in spite of the services not having been used by the Customer. The Hotel Schloss Montabaur must take into account income arising from a hire of the room or the other premises to other parties.

4. If the Customer withdraws from the Agreement between the 8th and the 4th week before the event date, the Hotel Schloss Montabaur shall be entitled to charge 35 % of the lost food or beverage sales in addition to the agreed rental price and the costs for the services of third parties; if they withdraw later, the Hotel shall be entitled to charge 70 % of the lost food and beverage sales.
5. The food and beverage sales shall be calculated according to the formula: agreed menu price of the event plus drinks x number of participants. If no price has yet been agreed for the menu, the lowest price 3-course menu for the respective opportune event offer shall be taken as the basis. Drinks shall be calculated at one third of the menu price.
6. In the event that a conference flat rate has been agreed per participant and the Customer withdraws from the Agreement between the 8th and the 4th week before the event date, the Hotel Schloss Montabaur shall be entitled to charge 60 %, in the event of a later withdrawal 85 % of the daily flat rate multiplied (x) by the agreed number of participants.
7. The deduction of saved expenses is taken into consideration by No. 4 to No. 6. The Customer shall be free to prove that the aforementioned claims did not arise or did not arise to the extent claimed. The Hotel Schloss Montabaur shall be free to provide evidence of a higher damage.

## V. Withdrawal of the Hotel Schloss Montabaur

1. If it has been contractually agreed that the Customer can withdraw from the Agreement free of charge up to a certain date, the Hotel Schloss Montabaur shall be entitled, for its part, to withdraw from the Agreement in full or in part up to this date if other customers have made enquiries about the contractually booked event rooms and the Customer does not waive their right to withdraw from the Agreement when requested to do so by the Hotel Schloss Montabaur with a reasonable deadline. This shall apply accordingly when an option is granted if other enquiries are available and the Customer is not prepared to make a firm booking when requested to do so by the Hotel Schloss Montabaur with a reasonable deadline.
2. The Hotel Schloss Montabaur shall also be entitled to withdraw from the Agreement without notice for an objectively justified reason, especially if
  - force majeure or other circumstances for which the Hotel Schloss Montabaur is not responsible make the fulfilment of the Contract impossible;
  - misleading or false statements of important facts (e.g. about the person/identity of the Customer, the Customer's solvency or the purpose of the Customer's stay) are provided when the Hotel's services are booked;
  - the Hotel Schloss Montabaur has legitimate cause for the assumption that the utilisation of the Hotel's services may put the smooth operation of the business, the security or the public reputation of the Hotel Schloss Montabaur at risk, without this being attributable to the Hotel Schloss Montabaur's management and organisation;
  - the purpose or the reason for the stay is unlawful;
  - an infringement of Section I No. 2 is present.
  - an advance payment that has been agreed or granted in accordance with Section III No. 7 and/or No. 8 above has not been paid even after the expiry of a reasonable deadline set by the Hotel Schloss Montabaur.
3. The Hotel Schloss Montabaur can prevent or cancel unapproved job interviews, sales events and similar. The Hotel Schloss Montabaur shall be entitled to withdraw from the Agreement.
4. The Customer shall not be entitled to compensation in the event of a legitimate withdrawal from the Agreement on the part of the Hotel Schloss Montabaur or in the event of the prevention of an unapproved event in accordance with No. 3 above.
5. If the Hotel has a claim to compensation against the Customer in the event of a withdrawal from the Agreement in accordance with No. 2 or No. 3 above, the Hotel shall consolidate the claim into a lump sum. Section IV No. 3 to 7 shall apply accordingly in this case.

## VI. Change in the number of participants and the event time

1. The Customer must inform the Hotel Schloss Montabaur of an increase in the number of participants by more than 5 % no later than five working days before the start of the event; this requires the consent of the Hotel Schloss Montabaur, which shall be provided in text form. The actual number of participants, but at least 95 % of the agreed higher number of participants, shall be taken as a basis for the billing. If the actual number of participants is lower, the Customer shall have the right to reduce the agreed price by the expenditure saved as a result of the lower number of participants, and must provide evidence of this.
2. The Customer must inform the Hotel Schloss Montabaur of a reduction in the number of the participants by more than 5 % in good time, no later than five working days before the start of the event. The actual number of participants, but at least 95 % of the originally agreed number of participants, shall be taken as a basis for the billing. If the actual number of participants is lower, the Customer shall have the right to reduce the agreed price by the expenditure saved as a result of the lower number of participants, and must provide evidence of this. In the event of an increase, the price calculation shall be based on the actual number of participants.
3. If the number of participants deviates by more than 10 %, the Hotel Schloss Montabaur shall be entitled to change the confirmed rooms if this is reasonable for the Customer. A lower or higher room rent must be factored in.
4. If the agreed start or end times of the event shift and if the Hotel Schloss Montabaur agrees to these deviations, the Hotel Schloss Montabaur can charge an appropriate fee for the additional commitment, unless the Hotel Schloss Montabaur is at fault.

## VII. Bringing food and drinks

The Customer may only bring food and drinks with them to events by agreement with and with the consent of the Hotel Schloss Montabaur. The agreement with the Hotel Schloss Montabaur must take place in writing. The Hotel Schloss Montabaur can make its consent dependent on the calculation of a contribution towards covering the overheads.

## VIII. Technical equipment and connections

The use of the Customer's own electrical systems, using the power supply of the Hotel Schloss Montabaur, requires the express consent of the Hotel Schloss Montabaur. The consent may be made dependent on the provision of a Hotel technician for a fee. If the use of this equipment causes disruptions or damage to technical systems of the Hotel Schloss Montabaur, the Customer shall be liable for these disruptions, unless the Hotel Schloss Montabaur is responsible for them. The Hotel Schloss Montabaur shall be entitled to calculate and charge a lump sum for the electricity costs arising from the use of the equipment as a lump sum.



#### **IX. Liability of the Hotel Schloss Montabaur / loss of or damage to brought items**

1. The Hotel Schloss Montabaur shall be liable for damages caused by it due to the loss of life, physical injury or damage to health. The Hotel Schloss Montabaur shall also be liable for other damages that are based on a deliberate or grossly negligent breach of duty on the part of the Hotel Schloss Montabaur and damages that are based on a deliberate or negligent infringement of obligations of the Hotel Schloss Montabaur that are typical of the Agreement. Obligations that are typical of the Agreement are obligations that make the proper execution of the Agreement possible in the first place and upon whose fulfilment the Customer relies and may rely. A breach of duty by the Hotel shall be equivalent to one by a legal representative or vicarious agent. Further claims to compensation shall be excluded unless otherwise specified in the present Section. If disruptions or deficiencies occur with respect to the services of the Hotel Schloss Montabaur, the Hotel Schloss Montabaur shall endeavour to find a remedy as soon as they become known or are promptly reported by the Customer. The Customer is obligated to do whatever can be reasonably expected to help to remove the disruption and keep the potential damage to a minimum. In other respects, the Customer is obligated to inform the Hotel in good time of any possibility of extraordinarily high damage.
2. Messages, post and consignments of goods for the Customer shall be handled with care. The Hotel Schloss Montabaur shall take on the delivery, storage and – on request for a fee – the forwarding of these. No. 1 Sentences 1 to 5 above shall apply accordingly to the liability of the Hotel Schloss Montabaur.
3. The Hotel Schloss Montabaur shall accept no liability for the loss, destruction or damage for exhibits or other items, including personal items belonging to the Customer, that have been brought into the event rooms or the Hotel Schloss Montabaur, or for financial losses, apart from in cases of wilful intent or gross negligence. These items shall be in the premises at the risk of the Customer. No. 1 Sentences 1 to 5 above shall apply accordingly to any further-reaching liability of the Hotel.
4. Exhibits or other items brought by the Customer must be agreed with the Hotel Schloss Montabaur before they are set up and installed, and must be removed by the Customer immediately after the end of the event. Decorations brought by the Customer must comply with the fire-safety requirements. Items belonging to the Customer that are left behind shall be removed and stored by the Hotel Schloss Montabaur at the expense of the Customer. For items that are left in the event rooms of the Hotel Schloss Montabaur, the Hotel Schloss Montabaur may calculate a reasonable usage fee for the period for which it is deprived of use of the room and invoice the Customer for this.
5. If a parking place in the hotel garage or a hotel car park is placed at the Customer's disposal, including for a fee, no safekeeping contract shall come into effect as a result. The Hotel Schloss Montabaur has no obligation to monitor the car park or garage. In the event of the loss of or damage to vehicles parked or manoeuvred on the hotel property or of their contents, the Hotel Schloss Montabaur shall not be liable, apart from in cases of wilful intent or gross negligence. No. 1 Sentences 1 to 5 above shall apply accordingly to the liability of the Hotel Schloss Montabaur. Any damages must be reported to the hotel immediately.

#### **X. Liability of the Customer for damages**

1. If the Customer is an entrepreneur, they shall be liable for all the damages to buildings or inventory that are caused by event participants or attendees, employees, other third parties within the Customer's sphere or the Customer themselves. This shall apply accordingly if the Customer is a legal entity under private law (e.g. incorporated associations, non-profit registered associations, registered cooperatives, limited liability companies, entrepreneurial companies, public limited companies, partnerships limited by shares, foundations) or a legal entity under public law, a registered partnership (e.g. general partnerships, private limited partnerships, limited liability companies with a limited company as a general partner and partnership companies), a political party or a trade union.
2. The Hotel Schloss Montabaur can demand that the Customer provide appropriate securities (e.g. insurance policies, deposits, guarantees).

#### **XI. Final provisions**

1. Amendments and additions to the Agreement or to the present General Terms and Conditions for Event-Room-Hire must be in text form. Unilateral amendments or additions by the Customer shall be invalid.
2. The place of performance and payment shall be Montabaur as the domicile of the Hotel Schloss Montabaur.
3. The exclusive place of jurisdiction for commercial transactions – including for disputes concerning cheques and bills of exchange – shall be Montabaur as the domicile of the Hotel Schloss Montabaur. The same shall also apply if the Customer meets the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany.
4. German law shall apply. The UN Convention on the International Sale of Goods (CISG) shall not apply.
5. The Hotel Schloss Montabaur shall not take part in dispute resolution proceedings before consumer arbitration boards and is not obligated to do so. The universal arbitration board of the Federal Centre for Arbitration, Strassburger Strasse 8, 77694 Kehl am Rhein, which can be found online at [Zentrum für Schlichtung e.V. \(verbraucher-schlichter.de\)](https://www.zentrum-fur-schlichtung-e.v.verbraucher-schlichter.de), is currently responsible for arbitration.
6. If individual provisions of the present General Terms and Conditions for Event-Room Hire are or become invalid or void, this shall not affect the validity of the remaining provisions. In other respects, the statutory provisions shall apply.