

General Terms and Conditions of Hotel Jagdschloss Kranichstein GmbH

1. Contract conclusion

The contract with the Customer (uniform term for: participants of seminars, ordering parties, organisers, guests etc.) is concluded via the order or booking confirmation issued by Hotel Jagdschloss Kranichstein (hereinafter referred to as JSK). These General Terms and Conditions are part of the contract and apply to all services rendered by JSK, particularly to the provision of hotel, conference or banquet rooms and the attendance of seminars (hereinafter together referred to as "provision of services"). If a third party places the order on behalf of a Customer, the former and the latter shall be jointly and severally liable vis-à-vis JSK. JSK may demand that the Customer and / or third party makes a reasonable advance payment. Any type of sub-agency is subject to the prior written consent of JSK. General terms and conditions of the Customer are not accepted.

2. Arrival and departure

Booked hotel rooms are available to the Customer from 16:00 (check-in time). Hotel rooms must be vacated by no later than 12:00 on the day of departure (check-out time).

The Customer does not acquire a right to be provided with particular hotel rooms or other rooms. If particular hotel rooms or other rooms have been promised with the order confirmation and are then not available, JSK is obliged to endeavour to provide substitute hotel rooms or other rooms of equivalent value within the house or in other properties.

3. Validity of prices

The prices are determined in accordance with the price list that is valid at the time the services are rendered. If fixed prices are stated in the order confirmation and if a period of more than 4 months has passed between contract conclusion and rendering the services, JSK is entitled to change prices.

4. Booking

Bookings that initially bind only JSK (options), including those in favour of a Customer who is a tour organiser, become forfeited, if the Customer fails to convert such an option into a firm booking within the agreed option period.

5. Withdrawal by the Customer (cancellations, service reduction)

The agreed compensation for services booked or ordered have to be paid even if the booking is cancelled by the Customer. Here, receipt of the notice of withdrawal by JSK shall be decisive. The Customer must declare his or her withdrawal in writing. JSK is entitled to calculate the claim to compensation in accordance with the following general structure in a percentage rate of the agreed price.

Booking of events:

No cancellation fee will be charged if the event is cancelled up to 8 weeks prior to arrival. A fee of 20% of the agreed revenue will be charged if the event is cancelled up to 6 weeks prior to arrival.

A fee of 50% of the agreed revenue will be charged if the event is cancelled up to 4 weeks prior to arrival.

A fee of 100% of the agreed revenue will be charged if the event is cancelled less than 4 weeks prior to arrival.

Booking of room allotments:

No cancellation fee will be charged if rooms are cancelled up to 8 weeks prior to arrival.

50 % of all rooms can be cancelled free of charge until 6 weeks prior to arrival.

25 % of all rooms can be cancelled free of charge until 4 weeks prior to arrival.

10 % of all rooms can be cancelled of charge until 2 weeks prior to arrival.

90 % of the agreed room rate will be charged for reservations that are cancelled less than one week before arrival.

6. Withdrawal by JSK

a. If a right to withdraw from the contract within a certain period was granted to the Customer in writing, JSK is also entitled to withdraw from the contract within this period if JSK receives enquiries by other customers for the contractually booked rooms and the Customer does not waive its right of withdrawal upon JSK request.

b. JSK is also entitled to withdraw from the contract if an agreed advance payment is not paid, even after JSK has set a reasonable grace period and threatened to refuse the order.

c. JSK is further entitled to withdraw from the contract for extraordinary reasons that are justified by certain facts, for example if:

- force majeure or any other circumstances for which JSK is not responsible render fulfilment of the contract impossible

- services were booked based on misleading or incorrect representations regarding material facts, e.g., the person of the Customer or the purpose

- JSK has justified reason to believe that the use of the services could endanger smooth operations, the safety or the reputation of JSK in the public without this effect being within the control or the organisational responsibility of JSK.

d. JSK shall inform the Customer of any exercise of its right to withdraw from the contract without undue delay.

e. If JSK has justified reasons to withdraw from the contract, the Customer has no claim to compensation of damage.

7. Prices and payment terms

All prices are gross prices including the currently applicable VAT as prescribed by law.

Invoices that are not due on a certain calendar date, are payable immediately upon receipt of the invoice without any deductions. A collection fee of EUR 5.00 is owed for every reminder that is sent after the Customer is in arrears.

As from a net order value of EUR 5,000.00, JSK is entitled to issue an invoice for an advance payment in the amount of 60 % of the net order amount following confirmation of the order.

As from a net order value of EUR 5,000.00 or more that are paid by the client's credit card, the JSK is entitled to charge 2 % of the open and due amount as a payment fee.

For wedding, a prepayment of 50 % of the confirmed revenue will be due by 4 weeks prior to arrival.

8. Number of participants

The Customer shall inform JSK of the number of guests / participants at least eight working days before the date on which the services are to be rendered. If less participants attend, the Customer shall make its payment in accordance with the number announced. If more participants attend, the invoice will be prepared in accordance with the services rendered.

9. Duration of events

JSK may charge additional expenses for events that exceed the contractually agreed duration, particularly for follow-up events and staff.

10. Consumption

The Customer is, as a rule, prohibited from bringing food and beverages to events. In exceptional cases (e.g., national specialities), the parties may conclude a written agreement in this respect; however, in this case JSK will at least charge a service or corkage fee.

11. Publications

Newspaper advertisements, other advertising measures and publications that refer to JSK and / or contain, for example, invitations to job interviews or sales events are, as a matter of principle, subject to JSK written consent. If such a publication is made without JSK consent and if this impairs material interests of JSK, JSK is entitled to cancel the event. In this case, number 5 of the General Terms and Conditions shall apply.

12. Liability

a. JSK is liable for applying the care of a prudent businessperson. If there are any disturbances or defects with regards to the services of JSK, JSK will endeavour to remedy this. The Customer is obliged to cooperate as far as this is reasonable to put an end to any disturbance or keep possible damage as small as possible. The Customer is only entitled to reduce the agreed compensation in case of material defects.

b. The period of limitation for all Customer claims is 6 months, as from the departure contract (termination of the contract) by the Customer.

c. To the extent that JSK procures technical or other equipment from third parties on behalf of the Customer, JSK acts in the name and on the account of the Customer; the Customer shall be liable for careful treatment and due and proper return of the equipment and shall indemnify JSK against all and any third-party claims arising from such provision of equipment.

d. If the Customer is provided a parking space on the premises, this does not constitute a custody agreement. JSK is not liable for loss or damage of vehicles parked or moved on the premises and their contents, unless in cases of deliberate acts or gross negligence.

e. JSK will treat any messages, mail, and goods deliveries for the attention of the Customer with the care of a prudent businessperson. JSK undertakes to safe-keep, deliver and - for a fee if requested - redirect such messages, mail, or goods deliveries.

f. Forgotten items of the Customer are only sent to the Customer upon the latter's request and at the latter's risk and cost. JSK will keep the items for six months and will charge a reasonable fee for this. After this period, any items that have an obvious value will be handed over to the local lost-and-found office.

g. JSK, its legal representatives or vicarious agents shall be liable to an unlimited extent for any culpable injuries to life, limb, or health and to the extent that deliberate acts or gross negligence on the part of JSK, its legal representatives or its vicarious agents are concerned. JSK is furthermore liable up to the amount of the typically foreseeable damage for damages that were culpably caused by JSK, its legal representatives or its vicarious agents through violation of material contractual duties. In these cases, the liability is limited in the merits and the amount to three times the respective contract volume (prices for hotel accommodation, food, etc.). The liability of JSK as described above shall be conclusive and JSK has no liability beyond this scope. These liability limitations shall apply to all claims for damages irrespective of the legal ground. They do not, however, limit any mandatory statutory liability or liability for any guarantees that were assumed. In cases of force majeure, i.e., circumstances that are beyond the control of JSK, JSK shall be released from its obligation to perform.

h. In the hotel's event area and in the public areas, JSK accepts absolutely no liability for any items brought to the premises by customers and their guests. This applies particularly to wedding gifts and valuable objects brought by customers such as electronic devices of all kinds and purses/wallets.

i. The hotel is located within a building from the 16th century which is protected as a historic monument. The Customer shall consider this when planning the event including set up and AV. The walls may not be laminated with posters, stickers, etc. In case of any damage on floors or walls, JSK reserves the right to claim liability.

13. Final provisions

a. Any deviating agreements or side agreements require written form to be valid. The same applies to any modification or waiver of the written form requirement. The registered office of JSK is the place of performance for both parties.

b. If our Customer is a businessperson, the place of jurisdiction is Darmstadt, Germany. We are, however, also entitled to sue the Customer in the courts at its place of residence or registered office. Exclusively German law is applicable; the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

c. If individual provisions of these General Terms and Conditions for admission to JSK are or become invalid or void, this shall not affect the validity of the remaining provisions. In such cases, the invalid provision shall be reinterpreted or supplemented in such a way that it is as near as possible to the intended economic purpose. Otherwise, the legal provisions shall apply.