

# General Terms & Conditions

## Schloss Steinburg

**Only the following terms & conditions are part of the contractual agreement between the hotel and the client. Terms & conditions of clients will not be accepted.**

### §1

These terms are applicable to all contracts made between Schloss Steinburg and its clients (vendors, guests, organizers or businesses) and apply to all agreements made for accommodations (rooms), dining, conference and eventrooms, and use of any other facilities at Schloss Steinburg. The hotel will send a written confirmation of the reservation to the client unless time does not permit it. Credit card information or prepayment of charges are required for a reservation. If the credit card information or prepayment is not provided to Schloss Steinburg within an appropriate time period, Schloss Steinburg reserves the right to cancel the reservation without further notification to the client. For clients without a reservation ("walk in"), the hotel always requires payment in advance.

If the reservation was a short-term reservation (without written confirmation), the hotel reserves the right to hold the reservation only until 6:00 p.m. on the day of arrival.

### §2

Upon acceptance of the reservation, both the hotel and the client, are obligated to fulfill the agreed upon contract, regardless of the duration of the terms.

Should the client cancel outside the guaranteed cancellation period, the right to withdrawal lapses (please see terms of cancellation in §3). A cancellation has to be submitted in written form.

### §3

All additional services as well as room reservations will be charged to the client, if the cancellation is made outside the terms of cancellation or the client does not appear for the reservation (§535 BGB).

The client is obligated to pay the arranged or customary price for non-usage of the contractual arranged services, less the expenses saved by the hotel.

These savings amount to 20 % of the room rate including breakfast and 30 % of hospitality (food and beverage) costs.

Terms of cancellation for individuals:

up to 6:00 p.m. one day prior to day of arrival	free of charge
after 6:00 p.m. one day prior to day of arrival or no show	80 %

Terms of cancellation for corporate or private groups and tour operators (starting at 4 rooms):

up to 8 weeks prior to day of arrival	free of charge
8 weeks - 15 days	30 %
14 - 4 days	70 %
3 days and no show	80 %

The client has the right to dispute and to provide proof that the claim of the beforementioned charges did not occur or the amount to be charged is incorrect.

The hotel is obligated to rent cancelled rooms as soon as possible. However, until the hotel actually rents the room, the charges shall be paid for by the contractually obligated client.

For cancellations at New Years Eve there are special conditions.

Commission: The hotel will only remit commissions to tour operators and

travel agencies with a previous stated agreement. The maximum amount is between 8 % to 10 % including the legal VAT. Commissions are only paid for the room rate without breakfast.

### §4

The hotel always aims to provide that all reserved rooms are available at 3:00 p.m. on the day of arrival, but cannot guarantee it. On the day of departure, the rooms are available until 11:00 a.m. Changes to arrival and departure times require a previous agreement with the hotel. Regardless, the client has no contractual right to an earlier or prolonged stay in the room.

For a "Late-Checkout" (departure between 12:00 noon to 4:00 p.m.), a surcharge of 50,- € will be assessed. After 4:00 p.m. on the day of departure, the hotel reserves the right to charge the price for another night. A room for day use is calculated by the room rate less breakfast fees.

### §5

All rooms in Schloss Steinburg are strictly non-smoking! If clients disregard the non-smoking policy and the room cannot be rented to another guest because of smoke damage, the hotel reserves the right to charge the client for another night.

The law also prohibits smoking in the restaurant as well as in conference and event rooms.

The consumption of illegal drugs at the hotel is strictly prohibited. The cost of damages to property and extraordinary contaminations of hotel rooms, conference and event rooms or other areas of Schloss Steinburg (including terraces and parking lot) will be added in appropriate extent of damage/cleaning expense to the client's final invoice.

### §6

The use of sparklers and other fireworks is prohibited on the entire terrain of Schloss Steinburg. The client is responsible for any damages caused due to non-compliance of this rule.

### §7

Even after a written agreement, the client still has not acquired a guaranteed claim to a certain meeting area, table or hotel room. If agreed upon accommodations are not available, it is the obligation of the hotelier to make an effort for an equal alternative at the hotel or at another site.

If the client is not the operator or guest himself or if the client orders through a commercial middleman or organizer, both parties are jointly liable for all obligations of the contract.

### §8

Invoices of the hotel without due date have to be paid within 10 days after consignment of the invoice without any discount. In case of a default of payment, Schloss Steinburg provides the right to demand interest of 4 % above the German federal bank rate. The client has to pay a collection charge of 5,- € for every admonition as well as charges for any incurred international conversion costs and any further costs associated with collection efforts (such as insufficient funds etc.). All room rates include accommodation and breakfast. A rate not including breakfast, even if breakfast is not used, is not offered. However, after prior agreement with the hotel, there is the possibility to take breakfast a packed lunch instead.

## § 9

### Liability

1. While the hotel will provide a parking space in its parking garage for a fee, there is no custody agreement with the hotel as well as no duty of inspection of the hotel. The hotel will only assume liability for any direct damage to the vehicle, which shall not exceed an amount higher than 15.000,00 €.
2. Small pets, like dogs, are allowed at the hotel and at the restaurant, but are not allowed in Castle Manor and Refugium rooms, the pool area and the lawn reserved for sunbathing. The hotel charges an additional fee for the housing of pets (as per price sheet). In case of bigger and/or longhaired pets/dogs, the hotel reserves the right to charge an additional cleaning fee. All damages caused by the animal have to be reimbursed by the pet owner.
3. The use of sauna and swimming-pool are at one's own risk. Access for children below the age of 14 is not allowed, unless they are accompanied by an adult. Parents are liable for their own children.
4. The hotel aims to provide wake-up calls as accurately as possible. In case of absence or lateness, the hotel does not assume any liability.
5. Messages, letters and packages for clients are handled with the utmost care. The hotel accepts the storage and on request, for an appropriate fee, the redirection.
6. Remaining items of clients are only forwarded on request, risk and cost to the client.

## § 10

### Internet bookings

1. If the reservation of the room is done via the hotel's homepage [www.steinburg.com](http://www.steinburg.com), the reservation is considered as agreed upon contract. In case the reserved room will not be used or cancelled in time, Schloss Steinburg will charge any applicable fees (see §3). These costs will be charged to the clients' credit card on the following day.
2. Pictures displayed on the website are examples for the respective room category. All rooms are designed differently and can differ from the actual pictures displayed on the website. The client has no claim on a certain room.
3. The hotel will try to accommodate any special requests noted in the comment section.; however, the client does not have a legal demand to those requests.
4. If a room category is not available anymore because of a double booking on the hotel's homepage, the hotel will work diligently to provide an appropriate room for the client.
5. The hotel assumes no liability for electrical or server failures, which may result in online bookings not being transferred or recorded.

## § 11

Gift certificates are exclusively redeemable for goods and services only and have no cash value. Promotional gift certificates are for specific dates and will not be honored after they have expired.

## § 12

The „General terms of use of guest wireless LAN“ can be downloaded from our website under [www.steinburg.com/en/contact/download-2](http://www.steinburg.com/en/contact/download-2)

## § 13

### Severability Clause

Should individual terms of this agreement become ineffective or lose their effectiveness due to later or unforeseen circumstances or should a situation emerge not previously addressed in the agreement, the legal effectiveness of other provisions shall be replaced with effective provisions closest related to fulfill the contract.

## Additional terms and conditions for events at Schlosshotel Steinburg

### § 1

These terms and conditions apply to contracts concerning the rent of conference, banquet and event rooms at the hotel and include the organization of events, conferences, seminars and banquets as well as for attainments and deliveries connected to these. The sub-leasing or leasing to a third party by the event organizer requires a written consent by the hotel.

### § 2

Occasions with preordered food, drinks and/or further services, or at least 8 people, is defined as an event. After the organizer accepts the offer, the hotel creates three kinds of contracts to guarantee the discussed process and the quality of the service:

A preliminary agreement as booking confirmation, which will include the approximate number of attendees as well as the desired room/rooms.

A provisional agreement, which must contain most of the details and will be compiled no earlier than acceptance of the offer and no later than about four weeks prior to the event.

A final agreement, which must contain all of the details and will be compiled 7 days prior to the event.

Any changes from the contract as to the execution of the event will require a written agreement of the hotel.

A contract will also be compiled, if all guests of the organizer pay for themselves. The organizer is responsible for the cancellation of the whole event as well as for any changes made to the contract.

If guests of the event have an overnight stay in the hotel and have to pay the overnight charges themselves, those guests will only be held responsible, if a credit card and a written agreement by the guest has been provided.

### § 3

#### Rooms & room rental

The organizer has no claim on a certain room, at any time. The hotel reserves the right to change and prepare the space of event without agreement from the organizer (e.g. in case of bad weather forecast, less participants, etc.).

#### 3.1 Events

The provisioning cost of a room as part of an event is calculated with an appropriate room rental rate as per hotel tariff ("room rental rate" as per event and wedding brochure). If the number of attendees corresponds to the size of the booked room and a corresponding food and beverage revenue is to be expected, the room rental fee will be waived.

The minimum number of attendees for major rooms like Plenum, Knight's Hall or Castle Vault is 80, 50 or 30 persons. If the minimum number of attendees is lower than the above-mentioned, the room rental fee will be charged.

#### 3.2 Conferences

The provisioning cost of a room as part of a conference is calculated with an appropriate room rental rate as per hotel tariff ("room rental rate" as per conference brochure). If a conference package was booked, which requires a minimum of 10 attendees and is in combination with overnight stays of minimum 90 % of the conference attendees, the room rental fee will be waived. If the hotel expects no food and beverage revenue, an exhibition room rental rate will be charged ("exhibition room rental rate" as per conference brochure).

#### 3.3

The room rental rates and exhibition room rental rates as per conference, event and wedding brochure are based on prior agreed basic seating arrangements (possible arrangements as per seating overview). Any modification will incur additional charges. If a seating arrangement is requested "for trial", an appropriate compensation charge will be assessed.

#### 3.4 Bar and Foyer/Forum

The Castle Bar is accessible to all guests unless it is booked exclusively and the appropriate room rental rate will be charged. The Foyer (Entrance Hall Castle Manor) as well as the Forum (Entrance Hall Refugium) are always accessible to all guests. An exclusive use of the Foyer/Forum will not be possible.

The Foyer (Entrance Hall Castle Manor) as well as the Forum (Entrance Hall Refugium) are always accessible for all guests. An exclusive use of the Foyer and/or Forum is not possible.

#### § 4

The organizer of the event is obligated to inform the hotel as soon as possible, but not later than at agreement of the contract, if the event has a political, religious or other overtone, which possibly could have a negative effect on the reputation of the hotel. Newspaper advertisements, other advertising efforts and announcements, which have a reference to the hotel (e.g. sales events, job interviews etc.) always require an explicit, written agreement by the hotel. If the organizer violates this responsibility of disclosure or if an announcement is carried out without the mentioned consent, the hotel reserves the right to cancel the event.

#### § 5

Furthermore, the hotel is able to rescind from the contract without any compensation payment in case of acts of nature or other circumstances which are not caused by the hotel.

#### § 6

The hotel is liable to fulfill the services, which are booked by the client and confirmed by the hotel.

#### § 7

The organizer is liable to pay the agreed upon price to the hotel. This includes any expenses incurred by the hotel, which are connected with the event (e.g. framework programs, music, floral decoration etc.). Costs or fees for activity programs, artists, music etc. always have to be settled directly between the organizer and the persons/companies providing these services. In this case, the hotel only appears as a mediator and is not liable for the framework programs (like quality, cancellation of a contract, etc.).

#### § 8

1. The presentation of any decoration, the fitting and setup of technical installation or similar items, as well as the use of areas of the hotel, which are beyond the rented or agreed upon space, requires a written consent by the hotel and is the responsibility of the organizer. Furthermore, there may be an additional fee associated with such action (group rooms, exhibition space etc.). It is also strictly prohibited to use any kinds of adhesive material (including masking tape).

Already existing decorations are property of Schlosshotel Steinburg and may not be removed or changed without the hotel's consent.

2. Trash left behind after the event will be disposed of by the hotel. Depending on the amount of the trash, the costs of removal will be charged to the event organizer.

3. The client is committed to take - by himself and without the hotel's order - remaining food (e.g. wedding cake), beverages, flowers etc. which were stored in the cold store or storage room by the hotel as a gesture of goodwill, the next day or departure day at the latest. Otherwise, they have to be disposed due to hygienic reasons. Schlosshotel Steinburg is not liable for forgotten and left-behind things of all sorts.

#### § 9

The client is liable for any losses or damages (to rooms, decorations, appliances etc.), which occur during the term of the contract, as long as it does not fall within the hotel's area of responsibility. Claims regarding the hotel's responsibility will have to be proven by the client.

#### § 10

It is the client's responsibility to obtain any required permits for special events (such as fireworks) at its own cost and in a timely manner. It is not allowed to use items whose usage is officially prohibited (such as sky balloons). It is the client's responsibility to follow the law and any ordinance that exists. Any third party fees, such as GEMA, will have to be paid directly to the creditor by the client.

#### § 11

The organizer is asked to deliver menus, floral decorations, place cards and/or other items, which are needed for the event at least 24 hours before the beginning of the event to ensure a smooth run. If there are deliveries in larger quantities, the organizer has to inform the hotel about form and amount of the delivery.

#### § 12

The fee for an extension of the event after 1:00 a.m. is 180,- € for each started hour. By extending the event past the 1:00 a.m. hour, the organizer automatically agrees with the additional charge for going over the original agreed upon time frame. Events generally cease at 3:00 a.m. (last order at 2:30 p.m.). A prolongation is not possible.

#### § 13

To avoid disturbing other guests during their night time rest, events with musical entertainment will have to turn down the sound to room volume beginning at 11:00 p.m. However, an agreement can be made with the hotel concerning special circumstances (e.g. rooms of event guests above the event room). If the event is outside at one of our terraces (even if the terrace is used exclusively), the quietly played background music will be turned off by 10:00 p.m.

#### § 14

For the distribution of gifts or other items to guest rooms, the hotel charges a service fee.

#### § 15

Bringing food and beverages to events is prohibited due to food regulatory reasons.

#### § 16

"A la carte"-Service at events is not possible. A buffet or an in advance ordered meal is served. At smaller events, up to 20 people, an alternative can be provided, such as a limited list of meals chosen from the general menu (a prior agreement is required).

#### § 17

Cancellation by the organizer:

1. In case of cancellation by the organizer, the hotel is authorized to charge the agreed upon rent of guest and event rooms per terms of cancellation, should the hotel be unable to rent the space to someone else.

up to 8 weeks	free of charge
prior to arrival	
8 weeks - 15 days	30 %
14 - 4 days	70 %
3 days and no show	80 %

2. Due to the required size of the room, there are different terms of cancellation for festivities **starting at 40 people:**

up to 5 months	free of charge
prior to arrival	
5 months - 8 weeks	30 %
8 - 4 weeks	60 %
4 weeks - 4 days	70 %
3 days and no show	80 %

3. Furthermore, the hotel reserves the right to charge the percentage of the lost profits.

4. The calculation for the food and beverage profit is based on the lowest priced 3-course-meal on the current menu, should there have not been a previously agreed menu price (stated number of people x price of menu).

#### § 18

The number of people have to be defined at a minimum of at least 2 weeks prior to the beginning of the event (max. 10 % difference related to the requested quantity of people). The actual number of people attending are to be provided to the hotel no later than 72 hours before the onset of the event (max. 5 % difference related to the previously defined number of people).

A reduction of people after the 72 hour period will not be considered and will be charged to the final invoice.

Should the actual number of people increase, then the hotel will add the additional charges to the final invoice. Should the number of attendees be reduced by at least 50 %, the hotel reserves the right to change an already booked room and/or appropriate costs associated with the reduced amount of attendees.

#### § 19

Should the organizer make spontaneous amendments to the agreed contract on the day of the event, the hotel is not liable and cannot guarantee a high quality of service and/or hospitality provided at the event.

#### § 20

The hotel reserves the right to request an adequate prepayment from the organizer. The amount of the prepayment and the terms of payment will be agreed upon in the written contract. If the prepayment is not received within the time limit given by the hotel, then the hotel reserves the right to rescind from the contract.

#### § 21

Our prices are final and include all legal VAT. For long-term bookings, we reserve the right to post calculate charges depending on season and trade.