

# 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). In case of cancellation by the client, the following cancellation rules apply for the booked room(s):

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 60 days prior to day of arrival	free of charge
59 - 15 days	30 %
14 - 4 days	70 %
3 days and no show	80 %

The percentages refer to the confirmed gross room rate incl. breakfast and service fee. For cancellations at New Years Eve, there are special conditions.

Cancellations within a room contingent of an event or a group reservation are liable to "Terms of cancellation for corporate or private groups and tour operators", even if the cancellation refers to individual rooms.

The customer is free to prove that the claim has not arisen or has not arisen in the required height. The hotel is free to prove that a higher claim has arisen.

Commission: The hotel will only remit commissions to tour operators and travel agencies with a previous stated agreement. The maximum amount is between 5 % to 10 % including the legal VAT. Commissions are only paid for the room rate without breakfast. The hotel does not create a separate overview of intern splittings, only a copy of the guest's invoice.

### §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 2:00 p.m.), a surcharge of 50,- € will be assessed. After 2:00 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 accommodation of dogs or other pets in the hotel rooms is not allowed.

### §7

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.

### §8

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.

### §9

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.).

The hotel has to be informed in advance about the correct invoice address. If the address has to be changed subsequently, the hotel will charge every change with 20,00 €. 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 instead of breakfast a packed lunch.

### §10

#### Liability

- The hotel will not assume liability for any direct damage to the vehicle on the parking space or carport.
- Small pets, like dogs, are allowed at the hotel public area and at the restaurant, but not allowed in hotel 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.
- 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.
- 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.
- 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.
- Remaining items of clients are only forwarded on request, risk and cost to the client.



## § 11

### 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.

## § 12

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

## § 13

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)

## § 14

The charging of e-bike batteries in the hotel rooms is strictly prohibited.

## § 15

### 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. The determination of all sorts of food must be fixed by 14 days prior arrival at the latest (necessary lead time of food order at suppliers), in order to guarantee the requested food selection. 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 minimum turnover per room. This minimum turnover is calculated based on the food and beverage selection of Steinburgs Restaurant or the pre-booked number of wedding packages and is not based on miscellaneous turnover, such as from external agents. If the minimum turnover is not reached by food and beverage or wedding packages, the difference will be booked up as „room rental fee“.

## 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

The hotel charges for the distribution of gifts or material to the hotel rooms a fee per distribution round and room.

## § 9

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). Confetti, fog machine or similar items are also prohibited. Already existing decorations are property of Schlosshotel Steinburg and may not be removed or changed without the hotel's consent.



2. Materials brought in by the clients, such as cardboards, boxes or similar, will be disposed of at the expense of the organizer who left it behind.
3. Remaining food, beverages, flowers etc. have to be disposed due to hygienic reasons. If the client prefers a belated collection of these items, the hotel has to be informed about it at the event day. And the client undertakes to pick up the food, beverages, flowers or similar items which were stored in the cold store or storage room by the hotel as a gesture of goodwill the next day (departure day at the latest), independently and without solicitation of the hotel. Schlosshotel Steinburg is not liable for forgotten and left-behind things of all sorts.

## §10

The client is liable for any losses or damages (to rooms, decorations, appliances etc.), which occurs 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.

## §11

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 or artists' social insurance, will have to be paid directly to the creditor by the client.

## §12

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.

## §13

1. Each event ends at midnight, Fridays and Saturdays at 1 am. On weekends, an exception is possible until maximum 3 am (last order is 30 minutes before the end of the event). After 1 am, night supplements will be charged per every additional started hour. Through the extension of the event, the organizer automatically declares their consent for the payment of the overtime compensation.
2. The duration of use of the conference rooms refers to the agenda, which the organizer of the event will notify the hotel no later than Tuesday in the week prior to the event. For short term extensions of the use of the conference rooms after a goodwill time of an hour, the hotel will charge an overtime compensation for every additional started hour. The organizer automatically declares their consent for the payment of the overtime compensation.

## §14

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.

## §15

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

## §16

A la carte service is not possible for an event. A preordered menu or a buffet will be served, changes to the order at short notice will be charged additionally. For smaller events with up to 20 people there is the possibility to put together a small selection from our current menu (after prior agreement).

## §17

### Cancellation by the organizer:

In case of cancellation by the organizer, the hotel is authorized to charge the agreed upon rent of event rooms and the specified percentage of lost sales from booked hotel rooms (agreed rates, including breakfast, etc.) per following terms of cancellation (based on cancellation of the whole event):

up to 90 days prior to arrival	free of charge
89 - 30 days	50 %
29 - 14 days	70 %
13 days and no show	90 %

Due to the required size of the room, there are different terms of cancellation for festivities **starting at 30 people** (based on cancellation of the whole event):

up to 270 days prior to arrival	free of charge
269 - 180 days	30 %
179 - 90 days	50 %
89 - 30 days	60 %
29 - 14 days	70 %
13 days and no show	90 %

Furthermore, the hotel reserves the right to charge the listed percentage of the lost minimum turnover defined as per contract or the calculated total cost already specified in the contract.

The customer is free to prove that the claim has not arisen or has not arisen in the required high. The hotel is free to prove that a higher claim has arisen.

## §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 quantity of people defined in the first contract). A reduction of people after this 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 % from the first contract to 14 days prior arrival, the hotel reserves the right to change an already booked room.

## §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.

### Final Provisions

1. Changes and additions to the contract, the acceptance of the contract or this general terms and conditions should only be in written form. One sided changes or additions are ineffective.
2. Is the customer a merchant or a legal entity under the public law, exclusive place of jurisdiction is Würzburg. The hotel can choose to either take the customer but also the customers registered office to court. The same applies to customers who do not fall under clause 1, if they do not have their registered office or place of residence in a member state of the EU.
3. German law applies. The application of the UN sales law is excluded
4. In accordance with the legal obligations, the hotel points out, that the European Union established an online platform for out of court settlements for consumer disputes („OS-Plattform“) (<http://ec.europa.eu/consumers/odr/>). However, the hotel does not participate in dispute resolution procedures before consumer arbitration boards.