

# 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 event rooms, 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 fulfil 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 must 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 of day of arrival	free of charge
after 6:00 p.m. one day prior of 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 splittng, only a copy of the guests 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 after 11:00 a.m.), a surcharge will be charged. 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 clients 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 strictly 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 dunning charge 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 must be informed in advance about the correct invoice address. If the address has to be changed subsequently, the hotel will charge the client according to operating expenses. 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 order a packed Lunch instead of breakfast.

### §10

#### Liability

- The hotel assumes no liability for the use of the parking lot or the carport.
- Small pets, like dogs, are allowed at the hotel public area and at the restaurant, but are 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.

1. 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.
2. 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.
3. 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.
4. Remaining items of clients are only forwarded on request, risk and cost to the client

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

## § 11

### Internet bookings

1. If the reservation of the room is done via the hotels 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 hotels homepage, the hotel will work diligently to provide an appropriate room for the client.
5. For technical reasons, the constant availability and error-free functioning of the internet Connections cannot be guaranteed. The hotel assumes no liability for direct or indirect Damage resulting from data transfer, a transmission error, data loss, data insecurity or other reasons. This also applies on the event that damage has occurred due to technical problems.

## § 12

Gift certificates are exclusively redeemable in the original and only for goods and services and have no cash value.

## § 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 unfeasible 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 fulfil 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 all related services and deliveries. 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 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 provision cost of a room as part of an event is calculated with a minimum turnover corresponding to 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 to be offset against other turnover, e.g. by external service providers. If the minimum turnover is not reached by food and beverage or wedding packages, the difference will be booked „room rental fee“.

#### 3.2 Conferences

The provision of a room as part of a conference is assessed with a minimum turn over corresponding to the room and a deposit room rent. The minimum turn over is calculated from the food & drinks offered in Steinburgs restaurant during the conference or from the booked conference packages and is not to be offset against other turnover, e.g. by external service providers. If the minimum turn over is not achieved through food & drinks or conference packages, the difference to the stated minimum turnover will also be booked as room rental fee. Due to dynamic price calculation, changes in the number of people or the selection of services result in corresponding price updates.

#### 3.3

The stated minimum turn over refers to a previously agreed basic seating arrangement (possibilities according to seating overviews). Corresponding expenses are incurred for any modification. If seating is requested “for a test”, a corresponding expense allowance will be incurred

#### 3.4 Bar and Foyer/Forum

The Schlossbar can only be booked exclusively if there is a corresponding minimum turn over guaranteed. Otherwise it is accessible to all guests. The foyer (entrance hall Traumschloss) and the forum (Refugium entrance hall) are open to public at all times and accessible to all guests. Sole use cannot be guaranteed.



## § 4

The organizer of the event is obligated to inform the hotel immediately without being asked and before conclusion of the contract, if the event has a political, religious or character, 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 obliged to provide the services, which are booked by the client and confirmed by the hotel, taking into account §2.

## § 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. supporting programs, music, floral decoration etc.). Costs or fees for supporting 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.). The organizer is liable for paying the bills for his event and is therefore obliged to pay the price agreed with the hotel if the guests do not pay their respective bills (in the event of an agreed "self-pay mode")

## § 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 cardboard, 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. 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 prompting by 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 hotels area of responsibility. Claims regarding the hotels responsibility will have to be proven by the client.

## § 11

It is the clients responsibility to obtain any required permits for special events (such as fireworks) at his 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 clients responsibility to follow the public law requirements and/or any other regulations. Any third party fees, such as GEMA or artists' social insurance, the organizer has to pay directly to the client.

## § 12

The organizer is asked to provide 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, but no more than 3 days in advance, 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 that the organizer announces no later the Tuesday in the week prior to the event. In case of short-term extensions of the length of stay in the conference room, overtime compensation will be charged for each hour started. By extending the event, the organizer automatically agrees to the payment of overtime compensation.
3. Reserved event rooms are only available to the organizer at times agreed in writing; further use beyond this requires the written consent of the hotel.

## § 14

For events with musical entertainment, the music must be kept at room volume from 11:00 p.m. so as not to disturb hotel guests sleep. 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

It is generally not permitted to bring food and drinks to events. In exceptional cases and after consultation with the hotel, it is possible to bring food and drinks with you under certain conditions. In this case, the organizer will be charged a corresponding cork or plate fee.

## § 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.



## §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 entire event):

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

Events with a sales volume of 15.000€ are subjected to separate cancellation deals (based on cancellation of the entire event):

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

Furthermore, if the organizer withdraws, the hotel is entitled to charge the specified percentage. Of lost minimum sales according to the contract of the calculable total cost that have already been specified in the contract. The customer is free to prove that the claim did not arise on the required amount. The hotel is free to prove that a higher claim has arisen. Changes in the number of people, selection of services or total sales volume result in price updates. And, if necessary, adjustment to the cancellation period.

## § 18

1. The number of people have to be defined at a minimum of at least 16 days 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.
2. If the number of people is reduced by more than 10% from the initial contract up to 26 days prior to the event, the hotel is entitled to increase the agreed price appropriately and to exchange the confirmed rooms unless this is not reasonable of the contractual partner. The hotel can also change prices if the contractual partner subsequently requests changes to the number, the participants, the hotel's service or the duration of the event and the management agrees to this. If a definable part of a booked event is not used, the hotel can demand compensation of the part not used, according to §17
3. In order to ensure that events and group reservations run smoothly, the organizer is requested to send the hotel a list of names up to 16 days before arrival

## §19

Should the organizer make spontaneous amendments to the agreed contract on the day of the event, the hotel cannot guarantee a high quality of service and/or hospitality provided at the event. The hotel is in no way liable for this.

## § 20

1. The hotel reserves the right to allocate the reserved rooms and function rooms to someone else after the option dates have expired.
2. The hotel is entitled to demand a reasonable advance payment from the organizer. The amount of the advance payment and the payment dates are agreed in writing in the contract. If the advance payment is not made even after a reasonable period of grace has expired with the threat of rejection, the hotel is entitled to withdraw from the contract.

## § 21

Our prices are final prices and include all legal VAT. Due to partially strong price fluctuations, we reserve the right to recalculate depending on the market situation and season before.

### 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 sue the customer but also sue at the customer's registered office. 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.