

GTC

1. Scope

1.1. These General Terms and Conditions for Events (GTC) of Schramm Hotel Verwaltungs GmbH & Co. KG (hereinafter also referred to as 'River Loft' or 'operator') apply to the provision of conference, banquet and event rooms at the Hotel River Loft and Spa (hereinafter also referred to as 'venue') as well as to all other related services provided by the Hotel River Loft. They also apply to the provision of event-related services and work as well as to the provision of mobile equipment and technology.

1.2. Organisers (hereinafter also referred to as 'customer' or 'purchaser') within the meaning of these GTC are any natural or legal persons or associations of persons under private or public law who make use of the above-mentioned services. These GTC also apply to legal persons or associations of persons for all future contractual relationships, unless they are replaced by a newer version. Additional or conflicting contractual terms and conditions of the organiser shall not apply unless expressly accepted in writing by the operator.

1.3. If agreements deviating from these GTC are made in the contract, such agreements shall always take precedence over the corresponding provisions within these GTC.

1.4. The organiser is not entitled to use the venue to hold events at which ideas that are unconstitutional or unlawful are presented and/or disseminated, whether by the organiser itself, its artists or visitors to the event.

1.5. The organiser acknowledges that the event does not contain any right-wing extremist, racist, anti-Semitic or anti-democratic content. This means, in particular, that neither in word nor in writing may the freedom and dignity of human beings be disparaged, nor may symbols that represent or are associated with organisations that are hostile to or contrary to the constitution be used or disseminated.

1.6. A breach of the aforementioned obligations constitutes a material breach of contract, which entitles River Loft to terminate the contract extraordinarily or to withdraw from the contract. This applies in particular if the organiser concealed the fact that the event contains such content when the contract was concluded.

1.7. If participants in the event violate the aforementioned provisions, the organiser must immediately take steps to prevent the action. If the organiser fails to comply with this obligation, River Loft is entitled to take substitute action within the scope of its domiciliary rights and, as a last resort, to terminate the event.

1.8. River Loft reserves the right to make a statement against discrimination of any kind, in particular anti-Semitism, and in favour of democracy at all events, in the event rooms and areas provided or in any other form.

2. Conclusion of the contractual relationship

2.1. The contract is concluded upon acceptance (confirmation) of the application by the customer/purchaser, who is the contractual partner.

Event contracts must be in writing to be valid. If the operator sends unsigned copies of a contract proposal to the organiser, the contract is only concluded when the organiser signs the copies of the contract sent, returns them to the operator within the return period specified in the contract and receives a countersigned copy of the contract. The written form requirement is also deemed to have been met if copies of the contract are signed using an electronic signature. This formal requirement also applies to contract amendments.

If the organiser is holding the event on behalf of a third party (e.g. as an agency), they must disclose this to the operator and name the third party in writing, at the latest upon conclusion of the contract. A change of contractual partner or the transfer of event rooms or areas, in whole or in part, to a third party, whether free of charge or for a fee, requires the express written consent of the operator. The operator may refuse consent without giving reasons; § 540 (1) sentence 2 BGB is waived.

2.2. The River Loft shall be liable for its obligations under the contract with the diligence of a prudent businessman. Claims for damages by the organiser are excluded. This does not apply to damages resulting from injury to life, limb or health if River Loft is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by River Loft, and damages based on an intentional or negligent breach of typical contractual obligations by River Loft. A breach of duty by a legal representative or vicarious agent of River Loft is equivalent to a breach of duty by River Loft. Should disruptions or defects occur in the services provided by River Loft, River Loft shall endeavour to remedy the situation upon becoming aware of it or upon immediate notification by the organiser. The organiser is obliged to contribute what is reasonable to remedy the disruption and minimise any possible damage. Furthermore, the organiser is obliged to inform River Loft in good time of the possibility of exceptionally high damage occurring.

2.3. All claims against River Loft shall generally become time-barred one year after the start of the statutory limitation period. The reduction of the limitation period does not apply to claims based on an intentional or grossly negligent breach of duty by River Loft.

2.4. In the case of other damages, River Loft's liability is further limited to a maximum amount of €5,000,000.00 for personal injury, property damage and financial loss for each individual case of damage and all cases of damage arising from and in connection with the contractual services. The limitations and exclusions of liability do not apply if the other damages are based on an intentional or grossly negligent breach of duty by River Loft, its legal representatives or executive employees.

2.5. The customer and the event guests are obliged to comply with the house rules applicable at River Loft. In the event of violations of the house rules, River Loft reserves the right to terminate the contract without notice. In the event of termination, River Loft's claim to remuneration shall remain in full force. Any expenses saved shall be offset against the claim for remuneration. The customer has the right to prove that the damage was less than claimed.

2.6. Changes to the rooms or areas provided, changes to escape route and seating plans, as well as installations and fixtures, may only be made with the written consent of the operator and after obtaining any necessary official approvals. The duration, costs and risk of official approval procedures shall be borne in full by the organiser.

2.7. The employees deployed by the operator for event support are entitled to enter the rooms and areas provided at any time during the set-up and dismantling phases and during an event.

3. Services, prices, payment, offsetting

3.1. River Loft is obliged to provide the services ordered by the organiser and confirmed by the resort.

3.2. The organiser is obliged to pay the agreed or customary prices of the River Loft for these and any other services used. This also applies to services and expenses incurred by the River Loft to third parties at the organiser's request, in particular to claims by copy-right collecting societies (Society for musical performing and mechanical reproduction rights...). In addition, the contractual partner is liable for the payment of all food and beverages ordered by the event participants as well as other costs incurred by the event participants. This also applies if guests were booked as 'self-payers'.

3.3. The agreed prices include the respective statutory value added tax. If the period between the conclusion of the contract and the event exceeds four months and the price generally charged by River Loft for such services increases, the contractually agreed price may be increased appropriately. The same applies if River Loft incurs additional costs due to official orders for special protection and hygiene requirements, including for the safety of guests.

3.4. Invoices from River Loft without a due date are payable without deduction within 10 days of receipt of the invoice. River Loft is entitled to demand payment of accrued claims at any time and to demand immediate payment. In the event of late payment, River Loft is entitled to charge the applicable statutory default interest. River Loft reserves the right to prove higher damages.

3.5. River Loft is entitled to demand reasonable advance payment at any time. The amount of the advance payment and the payment dates can be agreed in writing in the contract.

3.6. The organiser may only offset or reduce a claim by River Loft with an undisputed or legally binding claim.

4. Withdrawal by the organiser (cancellation)

4.1. All changes or cancellations must be notified to River Loft in writing. Verbal or telephone notifications are not sufficient.

4.2. A free withdrawal by the organiser from the contract concluded with River Loft requires the written consent of River Loft. If this is not given, the agreed rent/accommodation for event rooms and booked rooms from the contract as well as services arranged with third parties must be paid in any case, even if the organiser does not make use of the contractual services and it is no longer possible to re-let the rooms. This does not apply in the event of a breach of River Loft's obligation to take into account the rights, legal interests and interests of the organiser if the organiser can no longer be reasonably expected to adhere to the contract or is entitled to any other statutory or contractual right of withdrawal.

4.3. If a date for free withdrawal from the contract has been agreed in writing between River Loft and the organiser, the organiser may withdraw from the contract until that date without triggering any payment or damage compensation claims by River Loft. The organiser's right of withdrawal expires if they do not exercise their right of withdrawal in writing to River Loft by the agreed date, unless a case as described in clause 1, sentence 3 applies.

4.4. The lost food and beverage turnover shall be calculated using the following formula: menu price plus beverages × number of participants. If no price has yet been agreed for the menu, the average price for a 3-course menu shall be used as a basis. Beverages shall be charged at one third of the menu price.

4.5. The deduction of saved expenses is taken into account in points 1 to 3. The organiser is free to prove that the above claim did not arise or did not arise in the amount claimed. The organiser reserves the right to prove that the damage was less, while River Loft reserves the right to prove that the damage was greater.

4.6. Unless an individual agreement has been made between River Loft and the organiser, the following agreement applies to the complete cancellation or non-utilisation of the booked services:

River Loft grants the organiser the option of cancelling booked services (including accommodation and event space) in whole or in part free of charge, depending on the number of participants and under certain conditions. Free cancellation is only possible if the following deadlines are met and the respective group size is taken into account. The scope of services agreed upon at the time of conclusion of the contract is decisive for the calculation. The date of written receipt of the cancellation by River Loft is decisive for compliance with the deadline.

For group sizes of 1 to 25 people, the following can be cancelled free of charge:

- up to 6 weeks before arrival/event: 100%
- up to 4 weeks before arrival/event: 50%
- up to 2 weeks before arrival/event: 10%.

For groups of 26 to 50 people, the following booked services can be cancelled free of charge:

- up to 8 weeks before arrival/event: 100%
- up to 4 weeks before arrival/event: 50%
- up to 2 weeks before arrival/event: 10%.

For groups of 51 to 83 people, the following booked services can be cancelled free of charge:

- up to 14 weeks before arrival/event: 100%
- up to 8 weeks before arrival/event: 75%
- up to 6 weeks before arrival/event: 50%
- up to 4 weeks before arrival/event: 25%
- up to 2 weeks before arrival/event: 10%.

Regardless of the group size, cancellations made less than 2 weeks before arrival/event start or in the event of a no-show will be charged 100% of the lost revenue.

5. Increase in the number of participants and change in event time

5.1. In the event of an upward deviation, the actual number of participants will be charged. An increase in the number of participants by more than 5% must be notified to River Loft in writing 7 working days before the start of the event. It requires the written consent of River Loft to be effective.

5.2. In the event of deviations in the number of participants of more than 10%, River Loft is entitled to reset the agreed prices and to change the confirmed rooms, unless this is unreasonable for the organiser. Additional costs incurred as a result of changing the premises shall be borne by the customer.

5.3. If the agreed start or end times of the event are postponed and River Loft agrees to these changes, River Loft may charge a reasonable fee for the additional services provided, unless River Loft is at fault.

5.4. For events that go beyond midnight, River Loft may, unless otherwise agreed, charge for personnel costs from this point onwards on the basis of individual evidence. Furthermore, River Loft may charge for employees' travel expenses on the basis of individual evidence if they have to make their way home after public transport has closed.

5.5. The patio doors must be kept closed after midnight. A limiter will be installed to ensure compliance with the noise limit, whereby a guideline value of 85 decibels must not be exceeded. In the event of noise complaints from hotel guests, the volume must be reduced on the instructions of River Loft staff.

5.6. For events that continue beyond 2:00 a.m., River Loft may charge a fee of EUR 250.00 plus the applicable VAT per hour or part thereof, unless otherwise agreed in writing. The contractual partner is responsible to River Loft for additional services provided to participants and guests in connection with the event.

5.7. Exceeding the specified event time is only permitted with the express consent of River Loft.

6. Right of withdrawal of River Loft

6.1. If a free right of withdrawal for the organiser within a certain period has been agreed in writing, River Loft is entitled to withdraw from the contract during this period if there are enquiries from other organisers regarding the contractually booked event rooms and the organiser does not waive its right of withdrawal upon enquiry by River Loft.

6.2. If an agreed advance payment is not made, River Loft is also entitled to withdraw from the contract.

6.3. Furthermore, River Loft is entitled to withdraw from the contract or parts of the contract for objectively justified reasons, for example if

- force majeure or other circumstances beyond River Loft's control, e.g. official orders to close, make it impossible to fulfil the contract;
- events are booked under misleading or false statements of material facts, e.g. regarding the organiser or purpose;
- River Loft has reasonable grounds to believe that the event may jeopardise the smooth running of the business, safety, including health hazards, or the public reputation of River Loft, without this being attributable to the sphere of control or organisation of River Loft;
- the contractual partner has filed for insolvency proceedings against its assets, made an affidavit in accordance with Section 807 of the German Code of Civil Procedure, initiated out-of-court debt settlement proceedings or suspended payments;
- insolvency proceedings have been opened against the contractual partner's assets or the opening of such proceedings has been rejected due to lack of assets or for other reasons.

6.4. In the event of justified withdrawal by River Loft, the organiser shall not be entitled to claim damages.

7. Bringing food and beverages

7.1. The organiser is generally not permitted to bring food and beverages to events. Exceptions require a written agreement with River Loft. In such cases, a contribution towards overhead costs will be charged. The operator has the exclusive right to provide catering services at the venue.

7.2. For events in the hall, there is a general obligation to use the cloakroom. This applies in particular to coats, anoraks, large bags or rucksacks, umbrellas and bicycle helmets.

7.3 For non-public events, the organiser may request that the visitor cloakroom be staffed in return for covering the operating costs. The River Loft does not assume any duty of care or safekeeping for items left in the generally accessible cloakroom areas. The organiser bears sole liability for lost or damaged items belonging to visitors to their event.

8. Technical equipment and connections/handling of events

The contractual partner is responsible for handling the necessary formalities and settlements with the relevant institutions (e.g. GEMA) in connection with self-arranged music performances and sound systems.

9. Loss or damage to items brought along

9.1. Exhibition items or other items, including personal items, brought to the event premises or the River Loft are at the organiser's risk. The River Loft accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the River Loft. This does not apply to damage resulting from injury to life, limb or health. In addition, all cases in which storage constitutes a contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.

9.2. Any decorative material brought along must comply with fire safety requirements. The River Loft is entitled to request official proof of this. If such proof is not provided, River Loft is entitled to remove any materials already brought in at the organiser's expense. Due to possible damage, the installation and attachment of objects must be agreed with River Loft in advance.

9.3. Exhibition items or other objects brought along must be removed immediately after the end of the event. If the organiser fails to do so, River Loft may remove and store them at the organiser's expense. If the items remain in the event room, River Loft may charge reasonable compensation for use for the duration of their stay. The organiser is free to prove that the above claim has not arisen or has not arisen in the amount claimed.

9.4. Packaging material (cardboard boxes, crates, plastic, etc.) that accumulates in connection with the delivery of the event by the contractual partner or third parties must be disposed of by the contractual partner before or after the event. If the contractual partner leaves packaging material at River Loft, River Loft is entitled to dispose of it at the contractual partner's expense.

10. Liability of the customer for damages

10.1. The organiser is liable for all damage to buildings or inventory caused by event participants or visitors, employees, other third parties from its area or itself.

10.2. River Loft may require the organiser to provide appropriate security (e.g. insurance, deposits, guarantees).

11. Final provisions

11.1. Amendments or additions to the contract, the acceptance of applications or these terms and conditions for events must be made in writing. Unilateral amendments or additions by the organiser are invalid.

11.2. The place of performance and payment is the registered office of Schramm Hotel und Verwaltungs GmbH & Co. KG.

11.3. The exclusive place of jurisdiction – also for disputes relating to cheques and bills of exchange – in commercial transactions is the registered office of Schramm Hotel und Verwaltungs GmbH & Co. KG. If a contractual partner fulfils the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of Schramm Hotel und Verwaltungs GmbH & Co. KG.

11.4. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions is excluded.

11.5. Should individual provisions of these General Terms and Conditions for Events be invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.