

GENERAL TERMS AND CONDITIONS OF DR. LOHBECK PRIVATHOTELS FOR FUNCTION ROOMS

I. SCOPE

1. These General Terms and Conditions shall apply to contracts for the rental of conference, banquet and function rooms of DR. LOHBECK PRIVATHOTELS concluded between the Customer and Privathotels Dr. Lohbeck GmbH & Co KG, or for the Hotel Oversum in Winterberg of Oversum Hotel GmbH, for the purpose of hosting functions including banquets, seminars, conferences, exhibitions and presentations, etc., as well as for all further services and deliveries provided by DR. LOHBECK PRIVATHOTELS.
2. The subletting or reletting of the rooms, areas or showcases provided, as well as the invitation to job interviews, sales events or any other similar functions, requires the prior consent of DR. LOHBECK PRIVATHOTELS in writing. Section 540, Paragraph 1, Sentence 2 of the German Civil Code (BGB) shall be waived insofar as the Customer is not a consumer within the meaning of that provision.
3. Any general terms and conditions of the Customer shall only apply if this has been expressly agreed in writing in advance.
4. "Customer" within the meaning of these General Terms and Conditions are both consumers and entrepreneurs within the meaning of Sections 13 and 14 of the BGB (German Civil Code).

II. CONCLUSION OF CONTRACT, CONTRACTUAL PARTNERS, LIABILITY, LIMITATION PERIOD

1. The contract is concluded upon acceptance of the Customer's request by DR. LOHBECK PRIVATHOTELS (Privathotels Dr. Lohbeck GmbH & Co KG or, for the Hotel Oversum in Winterberg, Oversum Hotel GmbH). These are the Contractual Partners. The booking of the function shall be confirmed in writing.
2. If the Customer themselves is not the organiser, or if a commercial intermediary or agent is engaged by the organiser, the organiser shall be jointly and severally liable with the Customer for all obligations arising from the contract, provided DR. LOHBECK PRIVATHOTELS has received a corresponding declaration from the organiser.
3. All claims against DR. LOHBECK PRIVATHOTELS are subject to a limitation period of one year from the start of the statutory limitation period. Claims for damages against DR. LOHBECK PRIVATHOTELS shall, however, become void at the latest 3 years after a breach of duty, regardless of knowledge, and at the latest 10 years after a breach of duty. These reductions in the limitation period shall not apply to claims resulting from an intentional or grossly negligent breach of duty by DR. LOHBECK PRIVATHOTELS or its representatives, or in the case of negligent damage resulting from injury to life, body or health. In the case of property damage and financial loss caused by negligence, reduced limitation periods shall not apply for breaches of material contractual obligations. Material contractual obligations are those whose fulfilment is essential and upon which the Customer is entitled to rely.

III. SERVICES, PRICES, PAYMENT, OFFSET

1. DR. LOHBECK PRIVATHOTELS is obliged to provide the services the Customer has ordered and which it has confirmed.
2. The Customer is obliged to pay the agreed or applicable prices of DR. LOHBECK PRIVATHOTELS for these and other services. This shall also apply to services and expenses of DR. LOHBECK PRIVATHOTELS to third parties, including for claims of copyright collecting agencies. The agreed prices include the respective statutory value added tax.
3. Invoices from DR. LOHBECK PRIVATHOTELS that do not state a due date shall be payable immediately and without deduction upon their receipt. DR. LOHBECK PRIVATHOTELS may demand immediate payment of due receivables from the Customer at any time. In case of default of payment DR. LOHBECK PRIVATHOTELS shall be entitled to claim the respectively applicable statutory default interest to the current amount of 9% or, in the case of legal transactions involving a consumer, to the amount of 5% above the base interest rate. DR. LOHBECK PRIVATHOTELS reserves the right to prove higher damages.
4. DR. LOHBECK PRIVATHOTELS shall be entitled to demand an appropriate advance payment or security in the form of a credit card guarantee or credit card charge, a deposit or similar from the Customer upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
5. In justified cases, e.g. in the event of payment arrears of the Customer or extension of the scope of the contract, DR. LOHBECK PRIVATHOTELS shall be entitled, even after conclusion of the contract until the beginning of the function, to demand an advance payment or security deposit within the meaning of no. 4 above or an increase of the advance payment or security deposit agreed in the contract up to the fully agreed amount of remuneration.
6. The customer may only offset or compensate against a claim of DR. LOHBECK PRIVATHOTELS with an undisputed or legally binding claim.

IV. WITHDRAWAL BY THE CUSTOMER (CANCELLATION) / NON-UTILISATION OF THE HOTEL'S SERVICES

1. Cancellation by the Customer of the contract concluded with DR. LOHBECK PRIVATHOTELS shall only possible if a right of withdrawal has been expressly agreed in the contract, if another legal right of withdrawal exists or if DR. LOHBECK PRIVATHOTELS expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as any consent to a cancellation of the contract must be made in writing. If this is not the case, the agreed contractual rental of the room, as well as services arranged with third parties, shall be paid regardless, even if the Customer does not make use of the contractual services and subletting is no longer possible.

2. Insofar as a date for penalty-free withdrawal from the contract has been agreed in writing between DR. LOHBECK PRIVATHOTELS and the Customer, the Customer may withdraw from the contract without incurring payment or damage compensation claims by DR. LOHBECK PRIVATHOTELS. The Customer's right of withdrawal shall expire if they do not exercise this right vis-a-vis DR. LOHBECK PRIVATHOTELS in writing by the agreed date.
3. If the Customer withdraws between the 8th and the 4th week before the function, DR. LOHBECK PRIVATHOTELS shall be entitled to charge 35% of lost catering revenue in addition to the agreed rental price, and 70% of catering revenue in the event of any later cancellation.
4. Catering revenue is calculated as follows: agreed menu price x number of participants. If no price has been agreed for the menu, the cheapest 3-course menu of the respective valid offer is to be used as a basis.
5. If a conference or function flat rate per participant has been agreed, DR. LOHBECK PRIVATHOTELS shall be entitled to charge 60% of the conference or function flat rate x agreed number of participants in the event of cancellation between the 8th and 4th week before the function date, and 85 % in the event of later cancellation.
6. The deduction of saved expenses is provided for by No. 3 to 5. The Customer shall be free to prove that the above claim did not arise, or that it did not arise in the amount claimed.

V. WITHDRAWAL BY THE HOTEL

1. If it has been agreed in writing that the Customer can withdraw from the contract, penalty-free, within a certain period of time, DR. LOHBECK PRIVATHOTELS shall be entitled to withdraw from the contract during this period if there are requests from other customers for the contractually booked function rooms and the Customer does not waive their right to withdraw from the contract upon request from DR. LOHBECK PRIVATHOTELS.
2. If an agreed advance payment or security deposit or one requested above in accordance with Clause III, No. 4 and/or No. 5 is not made, even after the expiry of a reasonable grace period set by DR. LOHBECK PRIVATHOTELS, then DR. LOHBECK PRIVATHOTELS shall also be entitled to withdraw from the contract.
3. In addition, DR. LOHBECK PRIVATHOTELS shall be entitled to withdraw from the contract for an extraordinary and objectively justified reason, for example if:
 - force majeure or other circumstances beyond the control of DR. LOHBECK PRIVATHOTELS for which responsibility cannot be assumed make the fulfilment of the contract impossible;
 - functions or rooms are culpably booked with misleading or false information regarding facts essential to the contract, e.g. regarding the person of the customer or the purpose of the function;
 - DR. LOHBECK PRIVATHOTELS has reasonable grounds to believe that the function may jeopardise proper conduct of business, or the safety or the reputation of DR. LOHBECK PRIVATHOTELS without this being under the control or organisation of DR. LOHBECK PRIVATHOTELS;
 - the purpose or motivation behind the function is unlawful;
 - there is a breach of Clause I.2.
4. If DR. LOHBECK PRIVATHOTELS is justified in withdrawing from the contract, the Customer shall have no right to compensation.

VI. CHANGES TO NUMBER OF PARTICIPANTS AND TIME OF FUNCTION or OBLIGATIONS IN THE EVENT OF A PANDEMIC, OR OTHER OFFICIAL REQUIREMENTS

1. A change in the number of participants by more than 5% is to be notified to DR. LOHBECK PRIVATHOTELS at the latest five working days before the start of the function. Any change requires the consent of DR. LOHBECK PRIVATHOTELS in writing.
2. A reduction in the number of participants by the Customer by a maximum of 5% shall be acknowledged by DR. LOHBECK PRIVATHOTELS and reflected in the invoice. For deviations beyond this, the originally agreed number of participants less 5% shall be taken as a basis. The Customer shall have the right to request a reduction of the agreed price through any expenses saved due to the lower number of participants. This is to be proven by the Customer.
3. The actual number of participants shall be charged if this number is higher. DR. LOHBECK PRIVATHOTELS shall be entitled to determine the maximum number of participants based on the capacity of the hotel or numbers permitted under regulatory law.
4. In the event of deviations in the number of participants by more than 10%, DR. LOHBECK PRIVATHOTELS shall be entitled to reset the agreed prices and to change the confirmed rooms, unless this is deemed unreasonable for the Customer.
5. If the agreed start or end times of the function are postponed and DR. LOHBECK PRIVATHOTELS agrees to these changes, DR. LOHBECK PRIVATHOTELS may charge for these additional services, unless DR. LOHBECK PRIVATHOTELS is at fault.
6. If regulations, orders or administrative decrees to combat or prevent the spread of a virus, or other serious instances of force majeure for which DR. LOHBECK PRIVATHOTELS is not responsible, mean that the hotel cannot be operated in whole or in part, preventing the provision of contractually agreed services, this shall not be deemed a breach of duty on the part of DR. LOHBECK PRIVATHOTELS. This shall apply irrespective of whether the regulation, order or administrative decree has been issued. DR. LOHBECK PRIVATHOTELS shall, in this case, be entitled to amend the offer to comply with the respective applicable legal provisions without compensation. If the function is unable to go ahead at all, DR. LOHBECK PRIVATHOTELS shall be entitled to cancel the function free of charge and to offer the guest an alternative date for the function. If the Contractual Partners do not agree on an alternative date, both Parties shall be entitled to withdraw from the contract, free of charge, in writing. In any case, the Contractual Partners agree that the guest shall not derive any rights to reduction or claims for damages from these restrictions. The guest agrees to observe reasonable usage regulations or restrictions of the agreed scope of services when utilising function services and to notify hotel management immediately if symptoms of illness emerge.

VII. BRINGING OF FOOD AND DRINKS

The customer may not bring food and drinks to functions. Exceptions require an agreement in writing with DR. LOHBECK PRIVATHOTELS. In such cases, a fee shall be charged to cover any overhead costs.

VIII. TECHNICAL EQUIPMENT AND CONNECTIONS

1. Insofar as DR. LOHBECK PRIVATHOTELS procures technical and other equipment from third parties for the Customer at the Customer's request, it shall act in the name of, on the authority of and on the account of the Customer. The Customer shall be liable for careful handling and proper return. They shall indemnify DR. LOHBECK PRIVATHOTELS from all claims of third parties arising from the provision of this equipment.
2. The use of the Customer's own electrical systems using power supplied by DR. LOHBECK PRIVATHOTELS requires written consent. Faults or damage to the technical systems of DR. LOHBECK PRIVATHOTELS shall be at the expense of the Customer, provided that DR. LOHBECK PRIVATHOTELS is not responsible for them. DR. LOHBECK PRIVATHOTELS shall be entitled to record and charge the electricity costs incurred by any use as a lump sum.
3. The Customer shall be entitled, with the consent of DR. LOHBECK PRIVATHOTELS, to use their own telephone, fax and data transfer equipment. DR. LOHBECK PRIVATHOTELS may charge a connection fee for this.
4. If suitable systems of DR. LOHBECK PRIVATHOTELS remain unused due to the Customer's use of their own systems, a default fee may be charged.
5. Faults in technical or other equipment provided by DR. LOHBECK PRIVATHOTELS are to be remedied immediately if possible. Payments may not be withheld or reduced insofar as DR. LOHBECK PRIVATHOTELS is not responsible for these faults.

IX. LIABILITY OF THE HOTEL / LOSS OF OR DAMAGE TO OWN PROPERTY

1. DR. LOHBECK PRIVATHOTELS shall be liable for damages in cases of intent and gross negligence, including of its representatives, pursuant to statutory provisions. This also applies to negligent damage resulting from injury to life, limb or health. For negligent damage to property and financial losses, DR. LOHBECK PRIVATHOTELS shall only be liable in the event of a breach of an essential contractual obligation and limited to the amount of the damages foreseeable and typical for the contract at the time of conclusion of the contract. A breach of duty by DR. LOHBECK PRIVATHOTELS is equivalent to a breach of duty by a legal representative or other representative. Material contractual obligations are those whose fulfilment is essential and upon which the Customer is entitled to rely. Should any services of DR. LOHBECK PRIVATHOTELS become faulty or defective, DR. LOHBECK PRIVATHOTELS shall endeavour, without delay, to remedy the situation if it becomes aware of them or if it receives a complaint from the Customer. The Customer shall be obligated to assist in a reasonable manner in order to remedy the fault or damage, or to notify the hotel without delay and to provide notification if there is the possibility of any high-scale damage.
2. Decorative material brought in must comply with fire protection requirements. DR. LOHBECK PRIVATHOTELS shall be entitled to request official proof of this. If such proof is not provided, DR. LOHBECK PRIVATHOTELS shall be entitled to remove any material already brought in at the Customer's expense. Due to possible damage, the installation and mounting of items must be agreed in writing in advance with DR. LOHBECK PRIVATHOTELS.
3. Exhibition or other items brought in are to be removed immediately upon conclusion of the function. If the Customer fails to do so, DR. LOHBECK PRIVATHOTELS may carry out removal and storage at the expense of the Customer without prior notice. If the items remain in the function room, DR. LOHBECK PRIVATHOTELS may charge an appropriate usage compensation fee until they are removed. The Customer shall be free to prove that the above claim did not arise, or that it did not arise in the amount claimed.
4. Photos shown on the website and in brochures are for reference purposes only and serve as illustrations. They do not constitute a guarantee of the quality of the rooms / premises, and surroundings, booked by the Customer. Although every effort has been made to ensure that photographs, graphic representations and any reproduced texts illustrating DR. LOHBECK PRIVATHOTELS convey as accurate an impression as possible of the rooms / premises or surroundings offered, deviations between booked and depicted rooms / premises / surroundings may be possible, in particular due to the large number of rooms / premises or due to changes to surroundings, furnishings or due to any renovations. The guest shall not be entitled to make any complaint in this respect.
5. DR. LOHBECK PRIVATHOTELS cannot be held responsible for non-fulfilment or poor fulfilment of the reservation in the event of force majeure, due to the action of third parties, the guest or their partners, internet unavailability, prevented access to the website, external interference, viruses or unauthorised prepayment by the submitter's bank.

X. LIABILITY OF THE CUSTOMER FOR DAMAGES

1. If the Customer is an entrepreneur, they shall be liable for all damage to the building or property caused by function participants or visitors, employees, other third parties involved in their business or themselves. Such claims also extend to any consequential damages, e.g. from temporary inability to rent spaces and / or function rooms. For consumers, the statutory liability provisions shall apply.
2. If the Customer violates governmental acts relating to the protection of non-smokers, they shall be liable to the hotel for any resulting fines.
3. DR. LOHBECK PRIVATHOTELS shall be entitled to require the Customer to provide adequate securities (e.g. insurances, deposits, guarantees).

XI. FINAL PROVISIONS

1. Amendments and supplements to the contract, the acceptance of the request or these General Terms and Conditions must be made in writing. Unilateral changes or additions by the Customer shall be void.
2. The place of fulfilment and payment is the place of provision of services by DR. LOHBECK PRIVATHOTELS, and therefore the registered office of the event and function hotel.
3. The exclusive place of jurisdiction for commercial transactions - including for cheque and bill of exchange disputes - is Schwelm, Germany. Insofar as a Contractual Partner fulfils the prerequisite of Section 38, Paragraph 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, Schwelm shall be deemed to be the agreed place of jurisdiction.
4. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws are excluded.
5. Should individual provisions of these General Terms and Conditions for functions be invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

As of July 2021.