



## **GENERAL TERMS AND CONDITIONS FOR EVENTS**

(Last amended: December 2018)

### **1. SCOPE OF APPLICATION**

1.1 These General Terms and Conditions apply to contracts for the letting of the Hotel's conference rooms, banquet rooms and event rooms for the staging of events such as banquets, seminars, conferences, exhibitions and presentations, as well as all other associated goods and services provided to the customer by the Hotel.

1.2 Any sub-letting or re-letting of the hire rooms, spaces or display cabinets, and any invitations for interviews, sales events or similar events require the prior consent of the Hotel in text form, whereby the second sentence of Section 540(1) of the German Civil Code (BGB) is waived where the customer is not a consumer.

1.3 The customer's General Terms and Conditions apply only where this has been explicitly agreed in advance in text form.

### **2. CONCLUSION OF CONTRACT, CONTRACTING PARTIES, LIABILITY, LIMITATION PERIODS**

2.1 The contract comes into existence once the Hotel has accepted the customer's request; they are the parties to the contract. The Hotel is at liberty to confirm the event booking in text form.

2.2 If the customer/ordering party is not the event organiser, or if a commercial agent or organiser is being used by the event organiser, then the event organiser and the customer are liable as joint and several debtors for all obligations arising from the contract, provided that the Hotel is in possession of a declaration to that effect from the event organiser.

2.3 The Hotel is liable for its obligations arising from the contract. Damage claims by the customer are excluded, except in the case of damages due to injury to life, limb or health, where the Hotel is responsible for the breach of duty, other damages attributable to an intentional or grossly negligent breach of duty by the Hotel, and damages attributable to an intentional or grossly negligent breach of the Hotel's duties that are typical for this type of contract. A breach of duty by the Hotel is equivalent to a breach of duty by a legal representative or vicarious agent. The Hotel will endeavour to remedy any disruptions to or faults in the services it provides as soon as it becomes aware of them or at the behest of the customer. The customer is required to assist in so far as can reasonably be expected in remedying the disruption and keeping any damage to a minimum. For the rest, the customer is obliged to give an early indication to the Hotel of the possible occurrence of exceptionally significant damage.

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2.4 As a general rule, all claims against the Hotel become statute-barred one year from the beginning of the statutory limitation period. Damage claims become statute-barred after five years, irrespective of knowledge, unless they are attributable to an injury to life, limb, health or liberty. Such damage claims become statute-barred after ten years, irrespective of knowledge. Reductions in the limitation period do not apply to claims attributable to an intentional or grossly negligent breach of duty by the Hotel.

### **3. SERVICES, PRICES, PAYMENT, OFFSETTING**

3.1 The Hotel is required to provide the services ordered by the customer and accepted by the Hotel.

3.2 The customer is required to pay the agreed prices or the Hotel's applicable prices for the above services and any other services used. This also applies to services and expenses to be paid by the Hotel to third parties incurred by the customer, and especially to claims asserted by copyright collectives. Statutory value-added tax is included in the agreed prices.

3.3 Invoices from the Hotel that do not state a due date are due and payable in full within seven days of receipt. The Hotel may, at any time, request the customer to pay amounts due without delay. In the case of delayed payment, the Hotel is entitled to charge a €25.00 administration fee per reminder in each case. The Hotel reserves the right to prove higher damages.

3.4 The Hotel is entitled, at the time of concluding the contract, to request from the customer a reasonable advance payment or security deposit, e.g. in the form of a credit card guarantee or a deposit. The amount and date of advance payments shall be agreed in the contract in text form.

3.5 In justified cases, e.g. where the customer delays payment or where the scope of the contract is extended, the Hotel is entitled, also after conclusion of the contract up until the start of the event, to request an advance payment or a security deposit in terms of No. 3.4 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed amount.

3.6 The customer can only offset undisputed or legally binding claims against a claim of the Hotel.

3.7 Credit cards are accepted for the settlement of invoices for events.

3.8.1 Payment agreements for private celebrations:

An advance lump sum to cover part of the calculated invoice amount will be charged upon confirmation of a celebration. Payment must be received within seven days of receipt of the invoice, and will at the same time be considered as confirmation.

The advance payment arrangements are as follows:

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- a) After completing the booking, an advance lump sum of €1,000.00 will be invoiced.
- b) A further down payment of 50% of the calculated invoice amount minus the advance payment already made (see Point a) will be charged four weeks before the event.
- c) In addition, a final advance payment of 30%, minus the advance payments already made (under Points a and b), shall be made two weeks before the event at the latest.

Up to a calculated invoice amount of €8,000.00, only Points (a and b) shall be considered as advance payments.

#### 3.8.2 Payment agreements for corporate events:

Corporate events are always based on the signing of a special agreement. The negotiated deposit payment is confirmed upon receipt of the agreement. The deposit amount will be charged based on the expected invoice amount. Payment must be received within seven days of receipt of the invoice, and will be offset against the invoice amount.

3.9 If the time between the confirmation and a possible cancellation exceeds three months, the deposit will be forfeited to the Hotel. This is without prejudice to the cancellation terms under Point 4.

3.10 If, after conclusion of the contract, there are changes to the statutory value-added tax, or if new local taxes on the service to be provided are introduced, changed or abolished, prices will be adjusted accordingly.

3.11 Price changes after conclusion of the contract owing to changing market situations cannot be excluded, and will result in price adjustments.

3.12 If music is used during the event, the event organiser shall, where necessary, register the event with GEMA (the German Society for Musical Performing and Mechanical Reproduction Rights). The event organiser indemnifies the Hotel from any claims arising from the unauthorised use of the rights of GEMA or third parties.

3.13 The Hotel reserves the right to charge a minimum amount for food and beverages for the use of an event room. In this case, the minimum amount must be stated in writing in the event contract. If this minimum amount is not reached, the difference will be charged as room hire.

#### **4. RESCISSION BY THE CUSTOMER (CANCELLATION) / NON-USE OF SERVICES (NO-SHOW)**

4.1 Any rescission of the contract concluded with the Hotel by the customer requires the consent of the Hotel in text form. If no consent is given, then the customer shall in any case pay the agreed room hire arising from the contract as well as any services arranged with third parties, even if the customer makes no use of the contractual services and it is no longer possible to re-let the room.

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4.2 Provided that the Hotel and the customer have agreed in text form on a date by which the customer may rescind the contract at no charge, the customer may rescind the contract up until that day without triggering payment or damage claims by the Hotel. The customer's right of rescission expires if he does not exercise his rescission right in text form vis-à-vis the Hotel by the agreed date.

4.3 If the Hotel and the customer did not agree in text form on a date by which the customer may rescind the contract at no charge, the Hotel is entitled to charge the following cancellation fees (lost sales) in addition to the room hire insofar as it was not possible to re-let the room:

Rescission 12-8 weeks before the start of the event	30% of sales
Rescission 8-4 weeks before the start of the event	50% of sales
Rescission 4-2 weeks before the start of the event	80% of sales
Rescission 1 week before and up to the start of the event	90% of sales

4.4 Sales are calculated using the following formula: banquet menu price + 50% of the menu price as a flat rate for loss for beverage sales x the number of people. If no price had been agreed for the menu or if no menu had been set at that point, then the least expensive four-course menu from the current events offered is applied, and 50% of that amount is charged for loss of beverage sales.

4.5 If a conference package rate per participant had been agreed, sales are calculated using the formula: conference package rate x the number of people.

4.6 This is taken to cover expenses that are saved under 4.3 to 4.5 (internal labour and third-party services). The event organiser reserves the right to prove lower actual damages; the Hotel reserves the right to prove higher actual damages.

4.7 Where rooms are booked as part of an event, preferential rates are given, for which the following cancellation fees apply:

Rescission 12-8 weeks before the start of the event	30% of the confirmed room rate
Rescission 8-4 weeks before the start of the event	50% of the confirmed room rate
Rescission 4-2 weeks before the start of the event	80% of the confirmed room rate
Rescission 1 week before and up to the start of the event	90% of the confirmed room rate

Only rooms that cannot be rented/resold shall be taken into account.

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4.8 Cancellations of any kind must be made in writing by the event organiser (guest) and confirmed in writing by the Hotel to be valid.

## **5. RESCISSION BY THE HOTEL**

5.1 If it was agreed in text form that the customer may rescind the contract within a certain period at no charge, then the Hotel is entitled for its part to rescind the contract within this period if the Hotel receives enquiries from other customers regarding the contractually reserved event rooms, and the customer does not renounce his right of rescission after having been duly asked by the Hotel.

5.2 If an advance payment or security deposit that has been agreed or requested under Point 3.4 and/or 3.5 and/or 3.8.1 above is not made even after a reasonable grace period set by the Hotel has expired, then the Hotel is also entitled to rescind the contract.

5.3 Furthermore, the Hotel is entitled to rescind the contract for an exceptional, objectively justified reason, examples being

- If force majeure or other circumstances beyond the Hotel's control render performance of the contract impossible;
- If events or rooms are booked using misleading or false representation of material facts such as the customer's person or the purpose of the event;
- If the Hotel has good reason to assume that the event might jeopardise the Hotel's smooth operations, security, or public reputation, without these being attributable to the Hotel's sphere of control or organisational domain;
- If the purpose or occasion of the event is illegal;
- If there is a breach of Point 1.2.

5.4 In the case of justified rescission by the Hotel, the customer is not entitled to claim damages.

## **6. CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT**

6.1 Our sales department must be notified in writing of the binding number of participants at least ten working days before the event.

6.2 This number of participants is binding for the purpose of invoicing. If the actual number of participants is higher than the agreed number of participants, then the actual number of participants will be used for invoicing purposes.

6.3 If the event organiser reduces the number of participants originally confirmed on the part of the Hotel by more than 10%, then the Hotel reserves the right to change rooms at its sole discretion and to treat this difference in the number of participants like a rescission by the event organiser (see 4.6).

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6.4 If the agreed starting or ending times of the event change without the Hotel's prior consent, then the Hotel may charge a reasonable amount for the added cost of stand-by service.

## **7. BRINGING FOOD AND BEVERAGES**

7.1 The customer may not bring food or beverages to events. Exceptions must be agreed in text form with the Hotel. In such cases, a charge will be made to cover overheads.

## **8. TECHNICAL FACILITIES AND CONNECTIONS**

8.1 Where the Hotel obtains technical and other equipment from third parties for the customer at the customer's request, it does so on behalf of, by authority of, and on account of the customer. The customer is liable for the careful handling and proper return of the equipment. The customer indemnifies the Hotel from any and all claims of third parties arising from the provision of such facilities and equipment.

8.2 The use of the customer's electrical systems on the Hotel's electrical circuit requires the consent of the Hotel in text form. Any disruption or damage to the Hotel's technical equipment caused by the use of the Customer's equipment will be the customer's liability, unless the Hotel is responsible for this. The Hotel may charge a flat rate for electricity costs incurred through such usage.

8.3 The customer is entitled to use his own telephone, fax and data transmission equipment with the consent of the Hotel. The Hotel may charge a connection fee.

8.4 If the Hotel's appropriate facilities go unused on account of the use of the customer's own equipment, a charge may be made for lost revenue.

8.5 Malfunctions of technical or other equipment provided by the Hotel will be remedied immediately, where possible. Payments may not be withheld or reduced, unless the Hotel was responsible for such malfunctions.

## **9. LOSS OF OR DAMAGE TO PROPERTY BROUGHT INTO THE HOTEL**

9.1 Objects for exhibit or other items, including personal belongings, are brought into the Hotel or event rooms at the customer's risk. With the exception of cases of gross negligence or intent on the part of the Hotel, the Hotel assumes no liability for loss of, destruction of or damage to such items, nor for property losses, except in the case of damages due to injury to life, limb or health. Furthermore, all cases where safekeeping constitutes a duty that is typical for this type of contract, owing to the particular circumstances of the case, are excluded from this release from liability.

9.2 Decorations brought into the Hotel must meet fire protection requirements. The Hotel is entitled to request official evidence of compliance. If no such evidence is provided, then the Hotel is entitled to remove decorations already brought into the Hotel at the customer's

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expense. Owing to the possibility of damage, the Hotel must be consulted before items may be set up or installed.

9.3 Objects for exhibit and other items brought into the Hotel must be removed immediately after the end of the event. If the customer fails to do so, the Hotel may remove and store such items at the customer's expense. If items remain in the room used for the event, the Hotel may charge reasonable compensation for use for the period they remain there. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise to the extent claimed.

## **10. CUSTOMER'S LIABILITY FOR DAMAGES**

10.1 The customer and the ordering party are liable for all damage to buildings or fixtures caused by participants in or visitors to the event, employees, other third parties associated with the customer, or the customer himself. It is incumbent upon the customer to be adequately insured against such liability losses.

10.2 The Hotel may request the customer to provide adequate safeguards (e.g. insurance, deposits, sureties).

## **11. FINAL PROVISIONS**

11.1 Any amendments or additions to the contract, the application acceptance, or these General Terms and Conditions should be made in text form. Any unilateral amendments or additions by the customer are invalid.

11.2 The place of performance and payment is the location of the Hotel.

11.3 The exclusive place of jurisdiction in business transactions – including disputes regarding cheques and bills of exchange – is the Hotel's registered office. If a contracting party meets the requirement of Section 38(2) of the Code of Civil Procedure (ZPO) and has no place of general jurisdiction in Germany, then the place of jurisdiction is deemed to be the Hotel's registered office.

11.4 German law shall apply to the exclusion of the UN Sales Convention and conflict of laws. If individual provisions of these General Terms and Conditions for Events are invalid or void, this shall not affect the validity of the remaining provisions. For the rest, statutory provisions apply.

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