

General Terms and Conditions for Events

I. Scope of Application

1. These General Terms and Conditions apply to contracts concerning the hire of conference, banquet and event rooms from Schwielowsee Resort for events such as banquets, seminars, conferences etc. to be held therein as well as to any related additional services and supplies provided by Schwielowsee Resort. (hereinafter named "Resort")
2. The hirer named in the contract is at the same time the owner of the event to be held in the hired rooms. It is assured that the hirer does not act on behalf of another event owner. Any subletting or re-letting of the hired rooms, areas or other spaces used for presentation or other purposes, as well as invitations to job interviews, sales events or similar require the prior written consent by the Resort, whereby the provisions set out under article 540 section 1 subsection 1 of the German Civil Code (BGB) are waived insofar as the customer is not a consumer.
3. The lessor and/or a person authorised by the lessor is entitled to enter and visit the hired contractual object at any time to verify its contractual use and to stop the event in case of violation of this contract or of criminal laws.
4. Terms and Conditions by the customer are only applicable after explicit prior written agreement.

II. Contract Conclusion, Contract Partners, Liability, Limitation

1. The contract is concluded when the Resort has accepted the customer offer; both become the contracting parties.
2. If the customer/buyer is not the event owner, or if the event owner engages a commercial agent or organiser, the event owner together with the customer shall be jointly and severally liable for any contractual obligation, provided that the Resort has received a related declaration from the customer.
3. The Resort is liable with all due diligence for its obligations within the contract. Any compensation claims by the customer are excluded. This does not apply for compensation claims resulting from injury of life, body or health due to a breach of duty the Resort can be held liable for, and for any other damage caused by the Resort with intent or by gross negligence. A breach of duty by a statutory or vicarious agent is equal to a breach of duty by the Resort. The Resort will endeavour to remedy any disruption or deficiency arising in the services provided as soon as it has become aware of them or upon immediate customer complaint. The customer shall be obliged to contribute reasonably to remedy a disruption and to minimize possible damages as far as possible. Moreover the customer shall be obliged to notify the Resort as early as possible of a potential risk of an extraordinarily severe damage.
4. Upon handover of rooms or keys, the lessor shall be entitled to demand from the hirer the names of at least two full-age proxies who will additionally be present and available for the lessor at any time as long as the subject of hire is used.
5. Any claims against the Resort are limited to one year commencing with the beginning of the knowledge-dependant regular limitation period as stipulated under § 199 I BGB (German Civil Code). Independent from knowledge, claims for compensation of damage will lapse after five years. Limitation periods may not be reduced for claims due to an intentional or grossly negligent breach of duty by the Resort.

III. Services, Prices, Payment, Set-Off

1. The Resort is obliged to deliver the services ordered by the customer and acknowledged by the Resort.
2. The customer is obliged to pay the price agreed by contract or the usual Resort prices for the delivered contractual service and any other services used. The same applies to services ordered by the customer from and paid for by the Resort to third parties, in particular as well for payments claimed by copyright collecting agencies.
3. The contract prices include VAT. Should the period between contract conclusion and event exceed four months, and should the usual Resort price for such services increase during that period, the contract price may be appropriately increased as well, but at the most by 5%. Framework agreements covering a contract period are excluded from this regulation.
4. Invoices by the Resort without a due date are payable strictly net within 21 days from receipt. The Resort shall be entitled to declare accrued costs due at any time and to claim an interest of 8% above the current base rate, or for transactions involving a consumer, a 5% interest above the base rate, respectively. Regardless of this, the customer may reserve the right to prove a lower loss whereas the Resort reserves to provide evidence of a higher loss.
5. The Resort is entitled to demand an adequate prepayment at any time. The amount to be prepaid and the due dates can be fixed in writing either in the event contract or in the framework agreement.

IV. Customer Withdrawal (e.g. Counter Order, Cancellation) / No Show

1. A cost-free customer withdrawal from the contract concluded with the Resort requires the Resort's written consent. If the Resort does not agree, the contract room rate as well as services ordered from third parties must be paid in any case, even if the customer does not make use of contract services and if a subletting is not possible any more. This does not apply in case of a breach of duty by the Resort regarding the rights, objects of legal protection and interests of the customer, for which reason the latter cannot be expected to adhere to the contract any longer.
2. If a date has been fixed in writing by which the customer can withdraw from the contract free of charge, the customer may do so without having to expect claims for payment or damage compensation from the Resort. The customer's right to withdraw expires if the customer fails to make use of it by the agreed date, except the regulation under IV section 1 sentence 3 applies.
3. Any other cancellation terms and conditions are subject to individual agreements between the Resort and the contract partner.

V. Withdrawal by the Resort

1. If the customer's right of cost-free withdrawal within a defined period has been agreed in writing, the Resort shall as well have the right to withdraw from the contract within this period if there are other customer requests for the booked event rooms and if the customer does not give up his right of withdrawal.
2. If an agreed prepayment or a prepayment as defined under III, section 5 is not made, the Resort shall also have the right to withdraw from the contract.
3. Moreover the Resort shall have the right to withdraw from the contract for justifiable objective reasons, for example if:
 - force majeure or other circumstances beyond the Resort's responsibility make it impossible to fulfil the contract;
 - events were booked providing misleading or wrong information on important aspects such as the customer or the purpose;
 - the hired rooms are used for events promoting and/or spreading right-wing extremist, racist, anti-Semitic or antidemocratic attitudes by the hirer himself or by event visitors;
 - the Resort has justified reason to assume that the event will violate the Resort's smooth business operation, safety or reputation in the public without this being part of the Resort's domain or organisational area;
 - there is a breach of duty as defined under I section 2.
4. In case of a justified withdrawal by the Resort, the customer is not entitled to claim for damage compensation.

VI. Changes of the Number of Participants and the Event Time

1. The customer must notify the Resort of a change of the number of participants by more or less than 10% two weeks prior to the commencement of the event at the latest. Such change requires the Resort's written consent. 2. The customer must notify the Resort of a reduction of the number of participants by at most 5% one week prior to the commencement of the event. The hotel shall be entitled to charge 80% of the agreed contract prices or the standard menu prices for any service that cannot be cancelled free of charge anymore. From 48 hours prior to the commencement of the event, the Resort is entitled to charge 100% of the contract price.
3. If the agreed number of participants is exceeded, the actual number will be charged. 4. If the actual number of participants deviates by more than 10%, the Resort shall have the right to recalculate the agreed prices and to change the rooms already confirmed unless this is unacceptable for the customer. 5. If agreed times of commencement or end of an event are shifted, and the Resort has agreed to these deviations, the Resort can charge the additional readiness to perform appropriately unless the time shift is the Resort's fault.

VII. Bringing of Food and Drinks

The customer is generally not allowed to bring food and drinks to an event. Exceptions require a written agreement with the Resort. In this case the Resort will charge a fee to cover the overhead costs.

VIII. Technical Equipment and Connections

1. If the Resort obtains technical and other equipment from third parties for the customer and upon the customer's order, the Resort acts in the name, per procuracionem and on account of the customer. The customer is liable for the careful handling and the orderly return of the equipment. The customer releases the Resort from any third-party claims resulting from the equipment hire. 2. Any use of the customer's own equipment utilizing the Resort's power supply network, requires the written consent by the Resort. Any disturbance or damage to the Resort's technical facilities caused by the use of the customer's equipment will be charged to the customer unless they have been the Resort's fault. The Resort has the right to record and charge the electricity costs caused by such use in the form of a lump sum.

3. Upon the Resort's agreement, the customer is entitled to use their own telephone, telefax or data transmission facilities. The Resort may charge a connection fee for such use. 4. If suitable Resort facilities remain unused because of the connection of the customer's own equipment, the Resort may charge a loss compensation fee.

5. If technical or other equipment provided by the Resort fails, the Resort endeavours to resolve the failure immediately if possible. Payments cannot be withheld or reduced if the Resort is not liable for the failure.

IX. Loss or Damage of Brought Items

1. Any exhibits or other items including personal belongings brought by the customer, are in the event rooms or the Resort at the customer's risk. The Resort does not assume liability for their loss, destruction or damage including financial losses except if this has been caused by the Resort's gross negligence or intent. This does not apply for compensation claims resulting from injury of life, body or health.

2. Brought decoration material has to meet the fire protection requirements. The Resort has the right to demand an official document providing evidence that these requirements are fulfilled. If the customer fails to submit such evidence, the Resort is entitled to remove any material brought in already at the customer's expense. Because of the risk of damage, any setup and mounting of materials requires the prior agreement by the Resort.

3. Brought exhibits and other items are to be removed immediately after the event is finished. If the customer fails to do so, the Resort shall be entitled to remove and store the items at the customer's expense. Should the items remain in the event room, the Resort may charge an appropriate utilisation compensation fee. Regardless of this the customer has the right to submit evidence that the before mentioned entitlement does not exist or that it is lower than claimed.

X. The Customer's Liability for Damages

1. If the customer is a businessman, he is liable for any damage to building and inventory caused by event participants or visitors, by co-workers, by other third parties from his domain or by himself. 2. The Resort has the right to require from the customer the provision of adequate guarantees (e.g. insurances, deposits, suretyships).

3. Should it come to criminal deeds as defined under §§ 84, 85, 86a, 125, 127, 130 StGB (German Criminal Code) during the event to which the hirer has culpably contributed in terms of the sort, content or setting of the room use, or where the customer culpably failed to take reasonable protective action although he had been able to foresee this, the hirer commits to pay a contract penalty according to statutory provisions. The contract penalty does not exclude claims for further damage compensation.



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XI. Final Provisions

1. Changes of or amendments to the contract, the contract acknowledgement or the terms and conditions for events always require the written form. Unilateral changes or amendments by the customer are ineffective. 2. The place of fulfilment and payment is the domicile of the respective operating company. 3. The sole place of jurisdiction for commercial dealings – also for disputes related to cheques and bills of exchange – shall be the Local Court (Amtsgericht) Potsdam. If a contract party fulfils the requirements of § 38 Section 2 ZPO (German Code of Civil Procedure) and does not have a general place of jurisdiction in Germany, the legal venue shall be at the operating company's domicile.

4. The contract is subject to German jurisdiction. An application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws is explicitly excluded. 5. If any of the individual provisions of these General Terms and Conditions turn out to be invalid or void, all other stipulations made herein shall remain unaffected. Apart from that, statutory provisions apply.