

# **I. GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT AT LAND GUT HÖHNE**

Dear guests, prospective customers and contractual partners,

These General Terms and Conditions are intended as a basis for a fair balance of interests between the parties involved in your room booking, i.e. between Dipl. Ing. Dirk Reucher Gut Höhne e. K., hereinafter referred to as Land Gut Höhne or Hotel, and you as the contractual partner, customer, hereinafter referred to as the Guest. Contractual partners or customers are referred to as consumers if the purpose of the deliveries and services subject to order cannot be predominantly attributed to a commercial or independent professional activity. Entrepreneurs in the form of a natural or legal person – or a partnership with legal capacity – on the other hand, are those who act in the exercise of their commercial or independent professional activity upon contract conclusion.

## **1. Scope of application**

These terms and conditions apply to contracts for the rental of hotel rooms for accommodation as well as all other services and deliveries provided by Land Gut Höhne for the Guest in this context (hotel accommodation contract).

- 1.1 Subletting or hiring out of the rooms provided as well as their use for purposes other than accommodation require the prior consent of Land Gut Höhne in text form, in which case the right of termination in accordance with § 540 paragraph 1 sentence 2 of the German Civil Code (BGB) is waived.
- 1.2 The terms and conditions of the Guest only apply if this is expressly agreed in writing in advance.

## **2. Conclusion of contract, contractual partners, provision and return, liability**

- 2.1 The contractual partners are Land Gut Höhne and the Guest. The contract is concluded when Land Gut Höhne accepts the Guest's application. When booking on the hotel's own homepage, the contract is concluded by clicking on the button "BOOK WITH OBLIGATION TO PAY".
- 2.2 Land Gut Höhne is liable for any damage it is responsible for arising from injury to life, limb or health and for any other damage resulting from an intentional or grossly negligent breach of duty, and for damage resulting from an intentional or negligent breach of duties typical for the contract. Any further claims for damages are excluded.
- 2.3 Booked hotel rooms are available to the Guest from 3.00 p.m. on the agreed day of arrival. On the agreed day of departure, the rooms are to be vacated and made available to Land Gut Höhne by 11.00 a.m. at the latest. A separate, chargeable agreement can be concluded for further use.
- 2.4 Unless a different arrival time has been expressly agreed, after 6.00 p.m., Land Gut Höhne is entitled to assign hotel rooms that have been ordered and not occupied by that time to another guest.

## **3. Services, prices, payment, set-off**

- 3.1 Land Gut Höhne is obliged to provide the services ordered by the Guest and confirmed by the Hotel and to keep booked hotel rooms available.
- 3.2 The Guest is obliged to pay the agreed or customary prices of Land Gut Höhne for these and other services used. This also applies to any services and outlays of the hotel to third parties that are arranged by the Guest.
- 3.3 The agreed prices include the statutory value added tax applicable at the time of concluding the contract. If this changes after conclusion of the contract, the prices are to be adapted accordingly. In case of contracts with consumers, this only applies if there are more than 4 months between the conclusion of the contract and the provision of the service.
- 3.4 If the period between conclusion and fulfilment of the contract is more than 4 months and the price normally charged by Land Gut Höhne for such services increases, Land Gut Höhne may increase the contractually agreed price by a reasonable amount, but not more than 10%. For each further year between conclusion and fulfilment of the contract in addition to the aforementioned 4 months, Land Gut Höhne may increase the prices by up to a further 5%. Price adjustments in accordance with section 3.3 are not taken into account.
- 3.5 Invoices from Land Gut Höhne without a due date are payable within 14 days of receipt of the invoice without deduction. Land Gut Höhne is entitled to call in accumulated claims at any time and to demand immediate payment. In case of delayed payment, Land Gut Höhne is entitled to charge the respective applicable statutory default interest currently amounting to 8 percentage points or, in case of legal transactions with a consumer, 5 percentage points above the respective base interest rate. Land Gut Höhne reserves the right to demonstrate higher damages.
- 3.6 Land Gut Höhne is entitled to demand a reasonable advance payment. The amount of the advance payment and the payment dates can be agreed in writing in the contract.

- 3.7 In justified cases, for example in case of delayed payment by the Guest or extension of the scope of the contract, Land Gut Hühne is entitled, also after conclusion of the contract until the beginning of the stay, to demand an advance payment or security deposit within the meaning of the above section 3.6. or an increase of the advance payment or security deposit agreed in the contract up to the full amount of the agreed remuneration.
- 3.8 Furthermore, Land Gut Hühne is entitled to demand a reasonable advance payment or security deposit within the meaning of section 3.6. above at the beginning and during the Guest's stay for existing and future claims arising from the contract, insofar as such a payment has not already been made in accordance with section 3.6. and/or section 3.7. above.
- 3.9 If the advance payments requested by Land Gut Hühne are not made by the agreed date, this immediately releases the hotel from the agreement made.
- 3.10 The Guest may only offset an undisputed or legally established claim against a claim of Land Gut Hühne.

#### **4. Withdrawal of the Guest/customer; non-utilisation of the services of Land Gut Hühne by e.g. cancellation, no-show, early departure.**

- 4.1 Withdrawal of the Guest from the contract concluded with Land Gut Hühne without charge requires the written consent of Land Gut Hühne. If no right of withdrawal has been agreed, there is also no statutory right of withdrawal or cancellation, and if Land Gut Hühne does not agree to a revocation of the contract, Land Gut Hühne remains entitled to the agreed remuneration in accordance with the statutory regulations despite the non-utilisation of services. Land Gut Hühne is to deduct the income from renting the rooms to other guests as well as the expenses saved. The Guest is always at liberty to demonstrate that Land Gut Hühne has not incurred any damage at all or that the damage is significantly lower than the flat rate. If rooms with or without breakfast are not otherwise rented out, Land Gut Hühne can make a flat-rate deduction for saved expenses as follows (with the exception of the wellness double rooms and wellness suites, where the cancellation fees shown below apply). In this case, the Guest is obliged to pay at least 90% of the contractually agreed price for overnight accommodation with or without breakfast.

|                                    |                                     |                             |
|------------------------------------|-------------------------------------|-----------------------------|
| <u>Booking of 1 to 3 rooms:</u>    | up to 6 p.m. on the day of arrival: | cancellation free of charge |
| <u>Booking of 4 to 9 rooms:</u>    | up to 14 days before arrival:       | cancellation free of charge |
|                                    | up to 8 days before arrival:        | 70% is charged              |
|                                    | from the 7th day before arrival:    | 90% is charged              |
| <u>Booking of 10 to 20 rooms:</u>  | up to 30 days before arrival:       | cancellation free of charge |
|                                    | up to 15 days before arrival:       | 70% is charged              |
|                                    | from the 14th day before arrival:   | 90% is charged              |
| <u>Booking of 21 rooms or more</u> | up to 90 days before arrival:       | cancellation free of charge |
|                                    | up to 45 days before arrival:       | 30% is charged              |
|                                    | up to 30 days before arrival:       | 50% is charged              |
|                                    | up to 15 days before arrival:       | 70% is charged              |
|                                    | from the 14th day before arrival:   | 90% is charged              |

- 4.2 If rooms with half-board or full-board are not otherwise rented out, Land Gut Hühne can make a flat-rate deduction for saved expenses as follows (with the exception of the wellness double rooms and wellness suites, where the cancellation fees shown below apply):

|                                   |                                   |                             |
|-----------------------------------|-----------------------------------|-----------------------------|
| <u>Booking of 1 to 3 rooms:</u>   | up to 8 days before arrival:      | cancellation free of charge |
|                                   | from the 7th day before arrival:  | 80% is charged              |
| <u>Booking of 4 to 9 rooms:</u>   | up to 14 days before arrival:     | cancellation free of charge |
|                                   | up to 8 days before arrival:      | 70% is charged              |
|                                   | from the 7th day before arrival:  | 80% is charged              |
| <u>Booking of 10 to 20 rooms:</u> | up to 30 days before arrival:     | cancellation free of charge |
|                                   | up to 15 days before arrival:     | 70% is charged              |
|                                   | from the 14th day before arrival: | 80% is charged              |

|                                    |                                   |                             |
|------------------------------------|-----------------------------------|-----------------------------|
| <u>Booking of 21 rooms or more</u> | up to 90 days before arrival:     | cancellation free of charge |
|                                    | up to 45 days before arrival:     | 30% is charged              |
|                                    | up to 30 days before arrival:     | 50% is charged              |
|                                    | up to 15 days before arrival:     | 70% is charged              |
|                                    | from the 14th day before arrival: | 80% is charged              |

- 4.3 Wellness double rooms and wellness suites can be cancelled free of charge up to and including the 8th day before arrival. From the 7th day before arrival, 10% is cancelled free of charge, i.e. 90% of the contractually agreed price is charged. Here, too, the Guest is at liberty to demonstrate that Land Gut Hühne has not incurred any damage at all or that the damage is significantly lower than the flat rate.

If, in addition to hotel rooms, an event/meeting has been booked for the same period, the cancellation options set out below in section 5.3 of these general terms and conditions apply.

## **5. Withdrawal by Land Gut Hühne**

- 5.1 Land Gut Hühne is entitled to withdraw from the contract for good cause, for example if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract, or if rooms are culpably booked on the basis of misleading or false information or withholding material facts; material facts may include the identity of the customer, the capacity to pay or the purpose of the stay, or if Land Gut Hühne has reasonable grounds to assume that the use of the service may compromise the smooth operation of the business, the security or the public image of Land Gut Hühne.
- 5.2 Land Gut Hühne is also entitled to withdraw from the contract for good cause if an agreed or requested advance payment or security deposit is not effected even after a reasonable period of grace set by Land Gut Hühne has expired.
- 5.3 Land Gut Hühne is also entitled to withdraw from the contract for good cause if, together with the booking of the rental of hotel rooms for accommodation as well as all further services and deliveries to be provided by the hotel for the customer in this connection (hotel accommodation contract), the Guest has also made a booking for an event or a conference for the same period and the Guest makes a cancellation of more than 25% of the booked hotel rooms.
- 5.4 The justified withdrawal of Land Gut Hühne does not establish a claim for damages by the Guest.

## **6. Brought-in items**

- 6.1 Land Gut Hühne is liable to the Guest in accordance with the statutory provisions for items brought in. Land Gut Hühne recommends the use of the hotel or room safe. If the Guest wishes to bring in money, securities and valuables with a value of more than 800 Euros or other items with a value of more than 3,500 Euros, a separate safekeeping agreement with Land Gut Hühne is required. If money or valuables are deposited in the hotel safe, the liability limit of the insurance applies.
- 6.2 If the Guest is provided with a parking space in the hotel car park, even for a fee, this does not result in a safekeeping contract. There is no surveillance obligation on the part of Land Gut Hühne. In case of loss of or damage to vehicles parked in the hotel car park and their contents, Land Gut Hühne is not liable, except in case of intent or gross negligence.

## **7. Vouchers**

- 7.1 A voucher does not confer entitlement to availability of the service at a specific time. A reservation or booking is always required.
- 7.2 The voucher can only be redeemed if it is presented for redemption undamaged. Vouchers cannot be returned - notwithstanding legal claims and rights. Vouchers cannot be paid out. Remaining amounts in case of incomplete redemption are credited.
- 7.3 Monetary vouchers or multi-purpose vouchers have a fixed monetary value and a voucher number. These vouchers can be exchanged for any service at Land Gut Hühne in the areas of food and drinks, accommodation, wellness and sport that corresponds to the monetary value.
- 7.4 Vouchers are valid for three years. The period commences at the end of 31.12. of the year in which the voucher was issued.

## **8. Electronic communication and invoicing; data storage**

- 8.1 The contract-related communication can be carried out in electronic form.
- 8.2 Land Gut Höhne is entitled to account for its services electronically, in particular to send invoices by e-mail.
- 8.3 For this purpose, the data required to process the contract is stored electronically. For all data processing procedures (e.g. collection, processing and transmission), Land Gut Höhne complies with the statutory provisions. The data is not passed on to third parties for advertising purposes.
- 8.4 Within the framework of the law and taking into account the respective protection worthy interests of the Guest in excluding transmission or use, Land Gut Höhne may pass on address and creditworthiness data to SCHUFA 65203 Wiesbaden or other credit reference agencies for the purposes of creditworthiness and credit checks and make enquiries.

## **9. Final provisions**

- 9.1 Amendments or additions to the contract, the acceptance of an application or these Terms and Conditions shall be made exclusively via written communication. The contract shall be deemed binding when the guest submits the offer to Land Gut Höhne without changes – the text form shall be sufficient.  
If the guest places a booking as an entrepreneur, the offer must be signed using an advanced electronic signature. Alternatively, entrepreneurs have the option of accepting the offer in text form, or signing it on location at Land Gut Höhne, or submitting the signed offer on location, respectively.  
In cases involving contracts with consumers, it shall be sufficient to submit the offer in text form without any changes if it is clear with regard to who is submitting the declaration by stating their name. If the guest places a booking as a consumer, they are also free to sign using an advanced electronic signature for the purpose of simplification. Alternatively, consumers also have the option of signing the offer on location at Land Gut Höhne, or submitting the signed offer on location, respectively.  
Amendments or additions to the contract, the acceptance of an application or these Terms and Conditions shall be made via written communication.
- 9.2 Unilateral changes or additions by the guest shall be deemed invalid.
- 9.3 The place of performance and payment is Mettmann as the registered office of the hotel.
- 9.4 The exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - for commercial transactions is Mettmann as the registered office of the hotel. If a contractual partner meets the requirements of § 38 para. 2 of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction is Mettmann as the registered office of the hotel.
- 9.5 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
- 9.6 Should individual provisions of these general terms and conditions be invalid or void, this does not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.
- 9.7 In accordance with the legal requirement, Land Gut Höhne points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR plat-form"): <http://ec.europa.eu/consumers/odr/> Land Gut Höhne does not, however, participate in dispute resolution proceedings before consumer arbitration boards.

## **II. GENERAL TERMS AND CONDITIONS FOR MEETINGS AND EVENTS AT LAND GUT HÖHNE**

Dear guests, prospective customers and contractual partners,  
These **General Terms and Conditions** are intended to provide a fair balance of interests between the parties concerned, i.e. between Dipl. Ing. Dirk Reucher Gut Höhne e. K., hereinafter referred to as Land Gut Höhne or Hotel, and you as our contractual partner or customer, hereinafter referred to as the Guest. For reasons of readability we use the male pronoun, but naturally this is intended to include all our guests/customers. The terms meetings and events include business and private gatherings, for example conferences, workshops as well as weddings and other family celebrations, see 1.1. Contractual partners or customers are referred to as consumers if the purpose of the deliveries and services subject to order cannot be predominantly attributed to a commercial or independent professional activity. Entrepreneurs in the form of a natural or legal person – or a partnership with legal capacity – on the other hand, are those who act in the exercise of their commercial or independent professional activity upon contract conclusion.

### **1. Scope of application**

- 1.1 These terms and conditions apply to contracts for the hire of conference, banquet and event rooms at Land Gut Höhne for the holding of events such as banquets, seminars, meetings, exhibitions and presentations, etc., as well as to all further related services and deliveries by Land Gut Höhne (events).
- 1.2 The terms and conditions of the Guest only apply if this is expressly agreed in writing in advance.
- 1.3 Subletting or hiring out of the rooms provided as well as their use for purposes other than accommodation require the prior consent of Land Gut Höhne in text form, in which case the right of termination in accordance with § 540 paragraph 1 sentence 2 of the German Civil Code (BGB) is waived.

### **2. Contract conclusion, contractual partners, liability**

- 2.1 The contract is concluded when Land Gut Höhne accepts the Guest's application; Land Gut Höhne and the Guest are contractual partners.
- 2.2 If the Guest/orderer is not the organiser himself or if a commercial intermediary or agent is engaged by the organiser, the organiser is jointly and severally liable with the Guest for all obligations arising from the contract, provided Land Gut Höhne has received a corresponding declaration from the organiser or booker.
- 2.3 The Guest is obliged to inform Land Gut Höhne unprompted, at the latest upon conclusion of the contract, if, due to its political, religious or other nature, the event is likely to compromise the smooth operation of the business, the security or the public image of Land Gut Höhne.
- 2.4 Land Gut Höhne is liable for any damage it is responsible for arising from injury to life, limb or health and for any other damage resulting from an intentional or grossly negligent breach of duty, and for damage resulting from an intentional or negligent breach of duties typical for the contract. Any further claims for damages are excluded.
- 2.5 If the Guest is provided with a parking space in the hotel car park, even for a fee, this does not result in a safekeeping contract. There is no surveillance obligation on the part of Land Gut Höhne. In case of loss of or damage to vehicles parked in the hotel car park and their contents, Land Gut Höhne is not liable, except in case of intent or gross negligence.

### **3. Services, prices, payment, set-off**

- 3.1 The Guest is obliged to pay the agreed or customary prices of Land Gut Höhne for the services ordered and other services used. This also applies to any services and outlays of Land Gut Höhne to third parties that are arranged by the Guest, in particular also to claims of copyright collecting companies.
- 3.2 The agreed prices include the statutory value added tax applicable at the time of concluding the contract. If this changes after conclusion of the contract, the prices are to be adapted accordingly. In the case of contracts with consumers, this only applies if there are more than 4 months between the conclusion of the contract and the provision of the service.
- 3.3 If the period between conclusion and fulfilment of the contract is more than 4 months and the price normally charged by Land Gut Höhne for such services increases, Land Gut Höhne may increase the contractually agreed price by a reasonable amount, but not more than 10%. For each further year between conclusion and fulfilment of the contract in addition to the aforementioned 4 months, Land Gut Höhne may increase the prices by up to a further 5%. Price adjustments in accordance with section 3.2 are not taken into account.

- 3.4 Invoices from Land Gut Hühne without a due date are payable within 14 days of receipt of the invoice without deduction. Land Gut Hühne is entitled to call in accumulated claims at any time and to demand immediate payment. In case of delayed payment, Land Gut Hühne is entitled to charge the respective applicable statutory default interest currently amounting to 8 percentage points or, in case of legal transactions with a consumer, 5 percentage points above the respective base interest rate. Land Gut Hühne reserves the right to demonstrate higher damages.
- 3.5 Land Gut Hühne is entitled to demand a reasonable advance payment. The amount of the advance payment and the payment dates can be agreed in writing in the contract. If the advance payments requested by Land Gut Hühne are not made by the agreed date, this immediately releases Land Gut Hühne from the agreement made.
- 3.6 In justified cases, for example in case of delayed payment by the Guest or extension of the scope of the contract, Land Gut Hühne is entitled, also after conclusion of the contract until the beginning of the stay, to demand an advance payment or security deposit within the meaning of the above section 3.5. or an increase of the advance payment or security deposit agreed in the contract up to the full amount of the agreed remuneration.
- 3.7 Furthermore, Land Gut Hühne is entitled to demand a reasonable advance payment or security deposit within the meaning of section 3.5. above from the guest at the beginning and during the stay for existing and future claims arising from the contract, insofar as such a payment has not already been made in accordance with section 3.5. and/or section 3.6. above.
- 3.8 The Guest may only offset an undisputed or legally established claim against a claim of Land Gut Hühne.
- 3.9 On completion of the event, the Guest/contractual partner receives the total invoice by e-mail. This includes all contractually booked services plus all services additionally booked after conclusion of the contract as well as any cancellation fees and minus the down payment amounts.
- 3.10 In exceptional cases, as a supplement to the contractual services, so-called self-payment arrangements can be agreed in advance between the contractual partners, i.e. agreements according to which partial services are paid for by the Guest's event participants themselves. The supplementary agreement concerning a self-payment arrangement comes into effect between the Guest and Land Gut Hühne as soon as the Guest notifies Land Gut Hühne in writing that self-payment arrangements are to be made with his event participants for specific services to be named to Land Gut Hühne and Land Gut Hühne, in turn, has confirmed in writing to the Guest that this supplementary agreement is accepted. The Guest as contractual partner as well as his event participants are jointly and severally liable for the agreed self-payment services provided by Land Gut Hühne.

#### **4. Withdrawal of the customer (cancellation, rescission)**

Withdrawal of the Guest from the contract concluded with Land Gut Hühne without charge requires the written consent of Land Gut Hühne. If this is not provided, the price agreed upon in the contract is to be paid in accordance with the legal regulations even if the Guest or customer does not make use of contractual services. Notwithstanding the above, Land Gut Hühne grants the following cancellation options in favour of the Guest:

The event can be cancelled free of charge up to and including the 90th day before the start of the event.

70% can be cancelled free of charge up to and including the 45th day before the start of the event.  
(30% of the booked services are charged)

50% can be cancelled free of charge up to and including the 30th day before the start of the event.  
(50 % of the booked services are charged)

30% can be cancelled free of charge up to and including the 14th day before the start of the event.  
(70 % of the booked services are charged)

10% can be cancelled free of charge up to and including the 2nd day before the start of the event.  
(90 % of the booked services are charged)

One day before the event or on the day of the event it is no longer possible to cancel free of charge.  
(100 % of the booked services are charged).

The booked services include the agreed room rental as well as all other booked services provided by Land Gut Hühne under the contract (such as room rental, conference flat rates, drinks, flat rates for drinks, food, table linen, services, conference and event technology such as projectors, TVs, etc.). The cancellation options for booked hotel rooms can be found in the GTC for the hotel accommodation contract. The Guest is always at liberty to demonstrate that Land Gut Hühne has not incurred any damage at all or that the damage is significantly lower than the flat rate.

## **5. Changes in the number of persons**

- 5.1 A change in the number of participants, i.e. an increase or reduction in the persons participating in the meeting or event, has to be received by Land Gut Hühne at least 14 days before the date of the meeting or event. Changes in the number of participants which are not made in due time, i.e. a change in the number of participants from the 13th day before the date of the meeting or event, do not result in a change in the number of participants.
- 5.2 If the number of participants is changed in due time, this results in a reduction or increase in the agreed prices for the services booked for the meeting or event that are dependent on the number of participants (such as the provision of event equipment dependent on the number of participants, conference and event technology such as projectors, TVs, etc., conference flat rates, flat rates for drinks, snacks and meals, etc.).
- 5.3 If the number of participants is reduced after the deadline, i.e. if the number of participants is changed from the 13th day before the date of the meeting or event, the agreed prices for the services booked for the meeting or event that are dependent on the number of participants (such as the provision of event equipment dependent on the number of participants, conference and event technology such as projectors, TVs, etc., conference flat rates, flat rates for drinks, snacks and meals, etc.) are not reduced.
- 5.4 If the Guest has booked hotel rooms in addition to the meeting or event booked, a change in the number of participants does not automatically result in a change in the number of rooms booked. Rather, for the cancellation options for hotel rooms booked, reference is made to the GTC for the hotel accommodation contract and to paragraph 6 no. 6.4 of the GTC for meetings and events.
- 5.5 A reduction in the number of participants may not exceed 10% of the number originally booked.
- 5.6 In case of a reduction in the number of participants by more than 10%, Land Gut Hühne is entitled to exchange the confirmed rooms, taking any deviating room rent into account, unless this is unreasonable for the client.
- 5.7 If the agreed start or end times of the event change and Land Gut Hühne agrees to these deviations, Land Gut Hühne may invoice the additional service provision appropriately, unless Land Gut Hühne is at fault.

## **6. Withdrawal of the hotel**

- 6.1 Land Gut Hühne is entitled to withdraw from the contract for good cause, for example if force majeure or other circumstances for which Land Gut Hühne is not responsible make it impossible to fulfil the contract, or if events are booked on the basis of misleading or false information or withholding material facts; material facts may include the identity of the Guest, the capacity to pay or the purpose of the event, or if Land Gut Hühne has reasonable grounds to assume that the use of the service may compromise the smooth operation of the business, the security or the public image of Land Gut Hühne.
- 6.2 Land Gut Hühne is also entitled to withdraw from the contract for good cause if the agreed or requested advance payment or security deposit is not effected even after a reasonable period of grace set by Land Gut Hühne has expired.
- 6.3 If it has been agreed that the Guest may withdraw from the contract free of charge within a certain time period, Land Gut Hühne is, for its part, entitled to withdraw from the contract during this period if there are enquiries from other guests/interested parties about the contractually booked event rooms and the Guest does not waive his right to withdraw after Land Gut Hühne has enquired and set a reasonable deadline. This applies accordingly to the granting of an option if other enquiries have been received and the Guest is not prepared to make a firm booking after being asked to do so within a reasonable period of time by Land Gut Hühne.
- 6.4 Land Gut Hühne is also entitled to withdraw for good cause if, together with the booking of an event/meeting for the same period, the Guest has also booked the rental of hotel rooms for accommodation as well as all further services and deliveries to be provided for the Guest in this connection by Land Gut Hühne (hotel accommodation contract) and the Guest makes a cancellation of more than 25% of the hotel rooms booked.
- 6.5 The justified withdrawal of Land Gut Hühne does not establish a claim for damages by the Guest.

## **7. Bringing in or taking out food and drinks**

The Guest and the participants of the event are fundamentally not permitted to bring food and drinks to the event. Exceptions require a written agreement with Land Gut Hühne. In these cases, a fee is charged to cover overhead costs (plate service fee, corkage fee). Due to hygiene regulations, it is not permitted to take away food from buffets, set menus or coffee tables.

## **8. Technical facilities, connections and other equipment**

- 8.1 Insofar as Land Gut Hühne procures technical facilities, connections and/or other equipment from third parties for the Guest at the Guest's request, it acts in the name, on behalf and for the account of the Guest.
- 8.2 The Guest is liable for the careful handling and the proper return. The Guest releases Land Gut Hühne from all claims of third parties arising from the use of these items.
- 8.3 The use of one's own electrical equipment using Land Gut Hühne's electricity supply requires the hotel's consent. Any faults or damage to Land Gut Hühne's technical installations caused by the use of such equipment are to be reimbursed by the Guest, unless Land Gut Hühne is responsible for such faults or damage. Land Gut Hühne is entitled to record the electricity costs arising from the use and charge for them on a flat-rate basis.
- 8.4 The Guest is permitted to use his own telephone, fax and data transmission equipment with the consent of Land Gut Hühne. Land Gut Hühne can charge a connection fee for this.
- 8.5 The Guest is to obtain any official permits required for the event in good time and at his own expense. The Guest is responsible for compliance with public-law requirements and other regulations.
- 8.6 The Guest is responsible for completing the necessary formalities and settlements with the responsible institutions (e.g. GEMA) in the context of copyright-relevant processes (e.g. music performance, film screening, streaming services).
- 8.7 Any faults in technical or other facilities provided by Land Gut Hühne will be remedied straight away if possible. Payments may not be withheld or reduced if Land Gut Hühne is not responsible for these faults.

## **9. Loss or damage of items brought with you**

- 9.1 Any exhibits or other items, including personal items, brought to the event are kept in the event rooms or in the hotel at the risk of the Guest. Land Gut Hühne assumes no liability for loss, destruction or damage, including financial losses, except in cases of gross negligence or intent on the part of Land Gut Hühne. This does not apply to damage resulting from injury to life, limb or health. In addition, this liability exemption does not apply to any cases where safekeeping constitutes a typical contractual obligation based on the circumstances of the individual case.
- 9.2 Any decoration material and other items brought in by the Guest and their use have to comply with fire protection requirements and official regulations. Land Gut Hühne is entitled to demand official proof of this. If this proof is not provided, Land Gut Hühne is entitled to remove any material that has already been brought in at the expense of the Guest. The setting up and attachment of items are to be agreed with Land Gut Hühne in advance due to possible damage.
- 9.3 Any exhibits or other objects brought to the event are to be removed immediately after the end of the event. If the customer fails to remove such items, Land Gut Hühne may arrange for their removal and storage at the Guest's expense. If the items remain in the event room, Land Gut Hühne may charge an appropriate compensation for use of the room for the time it is withheld.
- 9.4 If the Guest is provided with a parking space in the hotel car park, even for a fee, this does not result in a safekeeping contract. There is no surveillance obligation on the part of Land Gut Hühne. In case of loss of or damage to vehicles parked in the hotel car park and their contents, Land Gut Hühne is not liable, except in case of intent or gross negligence.

## **10. Vouchers**

- 10.1 A voucher does not confer entitlement to availability of the service at a specific time. A reservation or booking is always required.
- 10.2 The voucher can only be redeemed if it is presented for redemption undamaged. Vouchers cannot be returned - notwithstanding legal claims and rights. Vouchers cannot be paid out. Remaining amounts in case of incomplete redemption are credited.
- 10.3 Monetary vouchers or multi-purpose vouchers have a fixed monetary value and a voucher number. These vouchers can be exchanged for any service at Land Gut Hühne in the areas of food and drinks, accommodation, wellness and sport that corresponds to the monetary value.
- 10.4 Vouchers are valid for three years. The period commences at the end of 31.12. of the year in which the voucher was issued.



## **11. Electronic communication and accounting; data storage**

- 11.1 The contract-related communication can be carried out in electronic form.  
Land Gut Höhne is entitled to account for its services electronically, in particular to send invoices by e-mail.
- 11.2 For this purpose, the data required to process the contract is stored electronically. For all data processing procedures (e.g. collection, processing and transmission), Land Gut Höhne complies with the statutory provisions. The data is not passed on to third parties for advertising purposes.
- 11.3 Within the framework of the law and taking into account the respective protection worthy interests of the Guest in excluding transmission or use, Land Gut Höhne may pass on address and creditworthiness data to SCHUFA 65203 Wiesbaden or other credit reference agencies for the purposes of creditworthiness and credit checks and make enquiries.

## **12. Final provisions**

- 12.1 Amendments or additions to the contract, the acceptance of an application or these Terms and Conditions shall be made exclusively via written communication. The contract shall be deemed binding when the guest submits the offer to Land Gut Höhne without changes – the text form shall be sufficient.  
If the guest places a booking as an entrepreneur, the offer must be signed using an advanced electronic signature. Alternatively, entrepreneurs have the option of accepting the offer in text form, or signing it on location at Land Gut Höhne, or submitting the signed offer on location, respectively.  
In cases involving contracts with consumers, it shall be sufficient to submit the offer in text form without any changes if it is clear with regard to who is submitting the declaration by stating their name. If the guest places a booking as a consumer, they are also free to sign using an advanced electronic signature for the purpose of simplification. Alternatively, consumers also have the option of signing the offer on location at Land Gut Höhne, or submitting the signed offer on location, respectively.  
Amendments or additions to the contract, the acceptance of an application or these Terms and Conditions shall be made via written communication.
- 12.2 Unilateral changes or additions by the guest shall be deemed invalid.
- 12.3 The place of performance and payment is Mettmann as the registered office of the hotel.
- 12.4 The exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - for commercial transactions is Mettmann as the registered office of the hotel. If a contractual partner meets the requirements of § 38 para. 2 of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction is the registered office of the hotel.
- 12.5 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
- 12.6 Should individual provisions of these general terms and conditions be invalid or void, this does not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.
- 12.7 In accordance with the legal requirement, Land Gut Höhne points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/> Land Gut Höhne does not, however, participate in dispute resolution proceedings before consumer arbitration boards.