General T&C

General Terms and Conditions for Hotel Accommodation Contracts and Events

Valid for all contracts concluded from 1 August 2024.

For your legal safety

General Terms and Conditions for Hotel Accommodation Contracts and Events

1. Area of application, transfer of use to third parties

These General Terms and Conditions apply to contracts with Lufthansa Seeheim GmbH (hereinafter referred to as "LHSH") for the rental of hotel rooms for accommodation purposes and of conference and other function rooms for the holding of events, seminars, conferences, exhibitions, etc. and for all associated services and deliveries provided by LHSH.

The customer's General Terms and Conditions do not apply, even if LHSH does not expressly reject them. The customer is not entitled to transfer the use of the rental object to a third party.

Invitations to job interviews, sales and similar events require the prior written consent of LHSH, whereby Article 540 (1) Clause 1 of the German Civil Code (BGB) is waived provided that the customer is not a consumer.

2. Conclusion of contract, desired changes

The contract is concluded when the customer accepts LHSH's offer on time; these are the contracting parties.

No claim for the subsequent conclusion of a contract may be derived from the written or verbal scheduling of appointments, pre-reservation, or reservation of rooms for specific dates or the dispatch of an unsigned offer or contract. Verbal agreements are invalid.

The customer has an obligation to inform LHSH immediately and in writing about all desired changes, additional and special wishes, and new and additional event specifics, especially the use of technical equipment or other event equipment, and to coordinate these with LHSH in good time but no later than four weeks before the start of the event. With regard to this, the customer must take into account that the differences and additional services not already stipulated in the contract may entail additional charges.

3. Legal relationships

The customer designated in the contract is the sole organiser of the event to be held in the rented rooms. The contract does not create a corporate relationship between the customer and LHSH.

4. Rental period

The time at which the rented object is handed over to the customer and returned to LHSH shall be definitive with respect to the duration of use and thus for the calculation of the rent and time surcharges. The time for preparation, setup and breakdown is included in the rental period. The time between events held at LHSH is very short, which means that the customer must ensure that the rental period agreed with LHSH is adhered to exactly. If the customer nevertheless exceeds the rental period, this must be communicated to LHSH immediately. LHSH reserves the right to charge for additional usage and damages.

5. Invoicing and payment conditions Advance payments and security deposits

LHSH has an obligation to render the services ordered by the customer and agreed to by LHSH.

The customer has an obligation to pay for these services and any other services used at the prices agreed with LHSH or at its standard prices. This also applies to services arranged for the customer and payments made by LHSH to third parties.

Any services rendered in addition to the contracted services are to be charged separately, as are any required special cleaning services due to heavy soiling. If the presence of security staff, First Aid staff, fire safety officers or persons responsible for event systems technology is ordered by the authorities or determined to be necessary on the basis of a risk assessment by LHSH, the costs shall also be borne by the customer (cf. Clause 13).

Invoices issued by LHSH without a due date are payable immediately upon receipt without deduction. LHSH shall be entitled to declare at any time its accrued receivables to be due and to demand immediate payment thereof. In the event of default in payment, LHSH shall be entitled to demand the respectively applicable statutory default interest of currently 8% or, in the case of legal transactions in which a consumer is involved, 5% above the base interest rate. LHSH reserves the right to provide proof that the damages incurred were greater.

The customer may only offset or reduce a claim by LHSH with an undisputed or legally binding claim. LHSH shall be entitled to demand an appropriate advance payment at any time. The level of the advance payment and the dates on which payment is to be made can be agreed in writing in the contract.

Furthermore, LHSH may also demand a security deposit after conclusion of the contract if increased damage risks do not become apparent until after the contract has been concluded.

6. Cancellation, change in the number of attendees

6A. Events with and without overnight accommodation and groups without events

Free cancellation

Once an event contract has been concluded, it can still be cancelled in full without further cost to the customer depending on the size of the group booked and the time of cancellation, and according to the following scale.

Event for between 1 and 25 persons	up to 4 weeks before arrival
Event for between 26 and 50 persons	8 weeks
Event for between 51 and 100 persons	16 weeks
Event for between 101 and 180 persons	24 weeks
Event for 181 or more persons	48 weeks

Goodwill arrangement

If cancellation costs are incurred, LHSH shall grant the customer the option of returning booked services free of charge according to the following scale, depending on the size of the group booked.

Event for between 1 and 25 persons	1 room / person
Event for between 26 and 50 persons	2 rooms / persons
Event for between 51 and 100 persons	3 rooms / persons
Event for between 101 and 180 persons	5 rooms / persons
Event for 181 or more persons	6 rooms / persons

Charging

If booked services are cancelled and cancellation fees are incurred, these will be charged according to the following scale.

Event for between 1 and 25 persons	4-1 week(s) before the start: 50% Less than 1 week until 6 p.m. on day of arrival: 80% no show: 90%
Event for between 26 and 50 persons	8-4 weeks before the start: 50% Less than 4 weeks before 6 p.m. on day of arrival: 80% no show 90%
Event for between 51 and 100 persons	16-8 weeks before the start: 50% Less than 8 weeks before 6 p.m. on day of arrival: 80% no show 90%
Event for between 101 and 180 persons	24-16 weeks before the start: 70% Less than 16 weeks before 6 p.m. on day of arrival: 80% no show 90%
Event for 181 or more persons	48-24 weeks before the start: 50% Less than 24 to 16 weeks before the start: 70% Less than 16 weeks before 6 p.m. on day of arrival: 80% no show 90%

Cancellation conditions are calculated on the basis of the agreed conference flat rate and/or accommodation services x the number of attendees, and the agreed room rentals and turnover guarantees.

Separately ordered food and beverage services such as menus, buffets, banquets etc. cancelled later than one week before the planned provision of said services shall be billed for 50% of the contracted price x the number of attendees. If food and beverage services are canceled on the day of the event, 100% of the agreed price x number of participants will be charged. The provision of the room required for this purpose shall also be subject to a cancellation fee of 50% up to four weeks before the start of the event at the latest.

Adjustments of 5% of the total volume are possible free of charge up to two weeks before the start of the event.

If the customer cancels during a period after the free cancellation option as regulated above, LHSH shall attempt to minimise the damage incurred and to market elsewhere the capacities freed up as a result of the cancellation. If LHSH succeeds in doing so, the resources sold shall be deducted from the cancellation invoice. LHSH shall invoice the remaining cancellation fees incurred after the relevant event date affected by the cancellation.

The customer shall be entitled to provide evidence to the contrary that LHSH has suffered no damage or significantly less damage.

6B. Individual overnight accommodations and groups of 9 or fewer persons

Room bookings made for individual persons or groups of 9 or fewer persons without event participation may be cancelled free of charge up 6 p.m. on the day of arrival.

7. Cancellation or termination by LHSH, discontinuation of events

LHSH shall be entitled to withdraw from the contract or to terminate it on extraordinary grounds if there is an important reason for doing so within the meaning of Article 543 of the German Civil Code (BGB). In particular, but not conclusively, an important reason exists if:

a) Payment of an agreed advance amount has not been made even after a deadline set by LHSH has elapsed;

b) Circumstances beyond the control of LHSH, especially force majeure, make it impossible to render performance of the contract;

c) False statements are made in the order about material facts and circumstances, e.g. the person of the customer or the purpose of the event, or LHSH has justified cause to believe that the utilisation of the service by the customer may jeopardise the smooth running of business operations, safety or the reputation of LHSH in the public eye;

d) The official authorisations, registrations or permits required for the event are not available or the customer has not fulfilled their statutory, official or contractually assumed notification, information, reporting and payment obligations towards LHSH or the authorities;

e) The customer does not provide evidence of any or sufficient event liability insurance despite a request for same by LHSH;

f) The customer violates statutory regulations, official requirements, orders etc. or safety regulations (in particular the LHSH Technical Guidelines and the LHSH House Rules) or has not complied with instructions issued in terms of hazard prevention;

g) Major changes are made to the purpose of use designated in the rental contract.

h) Essential contractual obligations of the contract or these provisions or safety-related regulations have been violated or a particular risk situation exists. LHSH shall be authorised to carry out evacuation and dissolution at the expense and risk of the customer for the aforementioned reasons.

In particular, it shall be deemed a material breach of contractual duties if the customer violates their obligations to a more than significant extent or if facts become known which raise the suspicion that a different event is taking place to the contracted one or if the proper and uninterrupted use of the rooms cannot be guaranteed.

8. Changes to the rented object; Handover, return, handover protocol

Changes to the rented object and the installation of decorations, signs and posters require the prior written consent of LHSH.

The customer has an obligation to inspect the rented object at the request of LHSH - and together with LHSH or its authorised representative - in good time before the start of the event and upon it being returned. A handover protocol must be drawn up in which all defects or damage to the rented object are documented and which must be signed by both parties.

At the end of the rental period, the customer shall remove all items, installations, superstructures, changes, decorations and such like and (if necessary) shall dispose of them in a manner compliant with local law and return the rented object to its original condition. Should the customer fail to comply with this, LHSH may remove and store the items concerned at the customer's expense.

9. Accessibility and guarding of the rented object

Other events may be held at LHSH at the same time as the customer's event. The customer is hereby informed that the area outside the event rooms is accessible to visitors of other events and to third parties. In particular, a public path crosses the property, which means that public traffic must be expected. In this respect, the customer shall not be entitled to any claims for injunctive relief, reduction or damages.

It is the customer's own responsibility to ensure that the rented object is locked and/or that access is monitored by the customer, particularly during setup and dismantling and during breaks. LHSH shall not be liable for the loss of items or other valuables stolen from the rented rooms or which are otherwise lost. Valuable and easily portable items should be locked up if necessary.

The customer shall grant LHSH and its authorised representatives commissioned to provide services relating to the customer's event access to the rented object at any time during the rental period.

10. Liability of LHSH

LHSH shall act with the due diligence of a prudent business entity and is liable as such for the obligations arising from the contract. Claims by the customer for damages are excluded. This does not apply to damages arising from death, injury or health damage if LHSH is responsible for the breach of duty, other damages arising from an intentional or grossly negligent breach of duty by LHSH, and damages arising from an intentional or negligent breach of material contractual obligations by LHSH. Material contractual duties in the sense of the above include those duties whose fulfilment is required for the proper execution of the contract, whose compliance the other contracting party regularly relies on and may rely on, and which serve to fulfil the rights of the other contracting party that the content and purpose of the contract was meant to grant. A breach of duty by a legal representative or vicarious agent of LHSH shall be deemed the same as a breach of duty by LHSH.

Should disruptions or defects occur in the provision of services by LHSH, LHSH shall act to remedy these upon becoming aware of said disruptions or defects, or upon an immediate complaint being lodged by the customer. The customer is obliged to contribute to a reasonable degree to amend the disruption and to minimise the damage.

The customer has an obligation to inform LHSH in good time about the possibility that very significant damage might be caused.

No safekeeping agreement shall be concluded with regard to exhibits or other items, including personal items, which are not items brought onto the premises within the meaning of Article 701 (2) of the German Civil Code (BGB). LHSH assumes no liability for loss, destruction or damage, except in cases of willful intent or gross negligence.

If the customer is provided with a parking space in the hotel garage or on the property of LHSH, this shall not constitute a safekeeping agreement. In the event of loss of or damage to parked vehicles and their contents, LHSH shall only be liable in accordance with the provisions. The customer is hereby expressly informed that the underground garage is not guarded, is accessible to the public 24 hours per day, and is not locked.

LHSH shall not be liable for the timeliness and accuracy of messages and the delivery of mail and goods.

The strict liability of LHSH for material defects existing upon conclusion of the contract is excluded; Article 536 a (1) of the German Civil Code (BGB) shall not apply in this respect.

LHSH shall be liable for items brought into the hotel in accordance with the statutory provisions, i.e. up to 100 times the room rate up to a maximum of €3,500, and for cash, securities and valuables up to €800. LHSH recommends storing cash, securities and valuables in the room safe. Liability claims shall lapse if the customer does not notify LHSH immediately after becoming aware of the loss, destruction or damage (Article 703 of the German Civil Code (BGB)).

11. Malfunctions

LHSH must be informed immediately in the event of utilities malfunctions, in particular those relating to the electronics, water, compressed air, heating, communication etc. LHSH accepts no liability for damage resulting from malfunctions caused by power fluctuations or force majeure, or if the electricity or water supply is interrupted by order of the authorities or the energy supplier.

12. Room provision, handover and return

Rooms shall be available for occupation by the customer from 3 p.m. onwards on the agreed day of arrival. The customer has no right to the earlier provision of rooms.

The customer acquires no right to the provision of specific rooms.

On the agreed day of departure, the rooms shall be vacated and made available to LHSH by 11:00 a.m. at the latest. Thereafter, LHSH may charge €25 for the late vacating of the room for its use beyond the terms of the contract up until 4.00 p.m., 100% of the list price shall be charged after 4.00 p.m.

13. Safety terms and conditions

Within four weeks before the start of the event, the customer has an obligation to provide truthful and complete information that is necessary for an assessment of any risks posed by the event. This information shall be given to the colleague responsible in the Convention Sales Department at LHSH. If LHSH decides to draw up a safety concept for the customer's event, the customer shall have an obligation to provide LHSH with all information required for this and to cooperate in drawing it up. In particular, the customer shall have an obligation to provide LHSH with the information relevant to the assessment of any increased fire risks, particularly regarding structures, equipment and the course of the event and any associated fire hazards and other actions relevant to fire safety. This must be provided in good time, no later than four weeks before the start of the event.

The customer has an obligation to comply with the safety regulations of LHSH, in particular the LHSH Technical Guidelines, and to ensure compliance with these by visitors, employees and authorised representatives of the customer by means of suitable measures. The LHSH Technical Guidelines can be found at www.lh-seeheim.de. Further requirements arising from the type and course of the event or from a safety concept drawn up by LHSH for the event must be observed. The safety-related instructions of LHSH and its agents must be followed.

The customer has a particular obligation to ensure that any installations they bring in pose no risk to public safety.

The customer is hereby expressly informed that the trails and footpaths in the grounds of the property are not cleared during winter, i.e. they are not cleared of snow, salted or sanded.

Should it be necessary to have fire safety guards, medical or security personnel for the event, the scope of this service, particularly the number of persons to be provided, shall depend on the type of event, the number of attendees, the event-specific safety terms and conditions, and the requirements stipulated by public authorities for that event. The customer shall cover the costs incurred from the use of these staff, provided that nothing in the rental contract stipulates otherwise.

14. Liability of the customer, insurance

The customer shall be liable to LHSH in accordance with the statutory provisions, unless otherwise specified below. The customer shall be liable for the complete and proper return of the rented object and the equipment, access cards, systems and other facilities provided for use by the customer.

The customer shall be liable to LHSH for damages in the event of personal injury, property damage and financial loss culpably caused by the customer, the customer's agents, vicarious agents, guests or other third parties within the meaning of Articles 31, 89, 278 and 831 of the German Civil Code (BGB) in connection with the event, insofar as these are attributable to the customer in accordance with the statutory provisions. This particularly applies to damage occurring to the rooms, facilities, equipment and access routes provided by LHSH to the customer for use by the customer. The customer's liability also includes damage arising from rioting, fire, panic or similar occurrences caused by the event (typical event-related damage).

The customer shall indemnify LHSH within the scope of the customer's liability against all claims for damages asserted against LHSH by third parties in connection with the event, particularly staff, members or agents of the customer and visitors. LHSH shall be entitled to require the customer to take out event liability insurance in accordance with the following specifications of LHSH:

The sum insured must be at least € 1 million for personal injury and property damage and € 2.5 million for financial losses, and both rental damage to the rented object and rental damage to movable property must be insured against. LHSH must be provided with proof of the appropriate insurance no later than two weeks before the start of the event.

15. Limitation periods

All claims by LHSH with respect to changes to or deterioration of the rented object shall become time-barred after one year. This year commences on the date on which the rented object is returned to LHSH.

All claims against LHSH shall generally become time-barred one year after the start of the knowledge-dependent regular limitation period under Article 199 (1)of the German Civil Code (BGB), which is dependent on knowledge. Claims for damages shall be subject to a limitation period of five years regardless of knowledge. The shortening of the limitation period shall not apply to claims based on an intentional or grossly negligent breach of duty on the part of LHSH.

16. Copyrights, reporting and authorisation obligations, responsibility of the customer as the event organiser

The event name and advertising are the sole responsibility of the customer. The customer shall indemnify LHSH against all third-party claims in the event of infringements of copyrights, image and name rights or trademark rights. The customer irrevocably recognises that they are the sole organiser of and the party responsible for the event as defined under the provisions of Articles 81 and 97 of the German Copyright Act (Urheberrechtsgesetz).

The customer shall bear sole responsibility for fulfilling all legal registrations and obtaining all required permits at their own expense. In particular, the customer shall have an obligation to properly register the event with GEMA. In due time before the event, LHSH is entitled to demand proof of registration, fulfilment of the aforementioned registration duty and proof that the GEMA fees have been paid. As the event organiser, the customer is responsible for the event programme and for the event running both safely and smoothly.

Within the customer's sphere of influence, the customer is responsible for compliance with the accident prevention regulations and the statutory provisions, in particular the Youth Protection Act (Jugendschutzgesetz), the Sunday and Public Holidays Act (Sonn- und Feiertagsgesetz), noise protection and the local curfew regulations.

17. Video surveillance

LHSH hereby notifies the customer that the publicly accessible rooms are monitored by optical-electronic equipment (video surveillance) in order to, among other things, ensure that the house rules are being observed (Art. 6 Para. 1 letter f of the GDPR). The data collected in this way will be deleted in accordance with the statutory provisions.

18. Photography, filming, video and audio recording

Commercial photography, filming, video recording and audio recording of any kind by the customer or their agent require the prior written consent of LHSH. The customer shall fully inform LHSH about the planned extent and details of said recordings in the aforementioned sense. LHSH must be notified of planned recording and reporting in good time, but at least four weeks before the start of the event.

19. Declaration of Conformity

The customer hereby declares that the event will include no anti-democratic, racist, right-wing extremist, left-wing extremist, xenophobic or antisemitic content. In particular, the event shall not disparage the freedom or dignity of any persons, regardless of what form this might take. Should an event participant or attendee breach this provision, the customer must immediately take appropriate action to stop it, including expelling the offender if necessary.

20. Technical equipment and connections

Insofar as LHSH obtains technical and other equipment from third parties for the customer at the customer's request and in accordance with the contract, LHSH shall act in the name of the customer, on behalf of the customer and for the customer's account. The customer shall be liable for careful handling and proper return and shall indemnify LHSH against all third-party claims arising from the provision of this equipment.

The use of the customer's own electrical systems on LHSH's mains power requires the latter's prior written consent. Any faults or damage to LHSH's technical systems caused by the use of this equipment shall be charged to the customer, insofar as LHSH is not responsible for them. LHSH may record and charge a flat rate for the electricity costs incurred through their use.

The customer shall only be authorised to use their own phone, fax and data transmission equipment and WiFi with the prior consent of LHSH. LHSH may charge a connection fee for this. If LHSH provides the customer with technical equipment, the customer has an obligation to check that it is in proper condition upon handover, to confirm this or to record any defects found in writing in a log and forward this to LHSH without delay.

21. Event technical systems supervisor

Should stage or lighting technology facilities be installed for the event and if a person responsible for event equipment or event equipment specialists or a supervisor be consequently engaged under the provisions of Article 40 of the Ordinance on the Construction and Operation of Places of Public Assembly (MVStättV), the customer shall cover all costs thereby incurred.

22. Bringing food and beverages

As a general rule, the customer is not permitted to bring any food or beverages to the event. Exceptions to this rule require a written agreement with LHSH. In such cases, the customer shall be charged an appropriate flat rate amount that also covers the fixed costs incurred by LHSH.

23. Non-smoker protection

The customer has an obligation to ensure that event attendees observe the smoking ban. The customer must inform attendees that smoking is not allowed, ensure attendees' compliance with these rules, which includes only smoking in designated smoking areas, and take the necessary steps should the rules be broken.

An exception to the general smoking ban will only be granted with the prior consultation and agreement of LHSH.

The customer must request such an exception permit no later than four weeks before the start of the event.

24. Online dispute resolution

The European Commission provides a platform for online dispute resolution (OS), can be found at http://ec.europa.eu/consumers/odr/. Lufthansa Seeheim is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board and therefore does not participate in the alternative dispute resolution procedures offered there.

25. Other provisions

Amendments or additions to the contract, the booking confirmation or these Terms and Conditions should be in writing. Unilateral amendments or additions on the part of the customer are invalid. Should individual provisions set out in these General Terms and Conditions be invalid, this does not affect the validity of the other provisions. The relevant statutory regulations apply otherwise.

German law is deemed to apply. Application of the UN Convention on the International Sale of Goods and of the conflict of laws is excluded.

The place of fulfilment and payment is the location of the registered office of LHSH.

The exclusive place of jurisdiction for commercial transactions is Frankfurt am Main, Germany.

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