

General Terms and Conditions



AUTOGRAPH COLLECTION®
HOTELS

I. Scope

1. These terms and conditions apply to all contracts for the rental use of hotel rooms for accommodation, of conference rooms, banquet rooms and function rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all further related services and products that Schloss Lieser Hotelbetriebs GmbH & CO. KG (hereinafter referred to as Hotel) provided to the customer.
2. The performance takes place solely on the basis of the present Hotel terms and conditions; conflicting or deviating from our terms and conditions will not be accepted, unless we have explicitly recognized their validity.

II. Conclusion of Contract, Contractual Partner

1. Upon the customer's request for reservation, a Hotel accommodation contract comes into existence upon the Hotel's corresponding confirmation of the reservation.
2. Deviates from the content of the reservation confirmation of the contents of the request of the customer, different content of the reservation confirmation to the customer and the Hotel will be binding if the customers does not object in writing within 4 weeks after receive confirmation. The Hotel is obliged to remind customers at the beginning of the period.
3. Contractual partners are the Hotel and the customers. If a third party has made the reservation on behalf of the customer. This party shall be liable to the Hotel jointly and severally together with the customer for all obligations of the contract if the Hotel has an explicit and special declaration from the third party.
4. The subletting or letting of rooms, spaces, areas or cupboards, as well as invitations to interviews, sales or similar events require the prior written consent of the Hotel. § 540 para. 1 sentence 2 of the German Civil Code is expressly waived if the customer is an entrepreneur.

III. Services, prices & payment terms

1. The Hotel is obliged to have the booked Hotel rooms as well as conference rooms, banquet rooms and function rooms available according to the present General Terms and to render the services agreed.
2. The customer is obliged to pay the prices applying to or agreed on for provision of accommodation and additional services he/she has used. This also applies to third-party services and expenses which are incurred to the Hotel by the customer or the Ordering Party, in particular also for claims of copyright management companies. The agreed prices shall be understood inclusive of VAT and local taxes. It does not include local taxes, which are payable by the customer according the relevant municipal law, such as cure tax. When changing the legal sales tax or the introduction, modification or abolition of local taxes, the contract prices will be adjusted accordingly. This applies only if the period between conclusion and fulfillment of the contract exceeds 4 months when contract with consumers.
3. The agreed prices include applicable VAT. If the period between conclusion and fulfillment exceed 4 months and the price generally charged by the Hotel for such services increases in the period, the Hotel reserves the right to raise the contractually agreed price accordingly appropriate, but no more than 5%.
4. Hotel bills without a due date should be paid without deduction within 10 days of receiving the invoice. The Hotel is entitled to make accrued claims due and payable at any time and to demand immediate payment. In the case of default of payment, the Hotel is entitled to charge consumers interest equal to 8 percentage points above the base rate. For consumers, the interest rate for payment default is 5 percentage points above the base rate. The Hotel is reserved the right to prove a higher damage.
5. For each reminder sent after default occurs, the Hotel may charge a reminder fee in the amount of EUR 2.50. The customer is at liberty to show that the claim mentioned above was not created or not created in the amount demanded.
6. The Hotel is entitled to request from the customer, on conclusion of the contract or later, a reasonable advance payment or security when comply with the relevant provisions of the travel law. The amount of the advance and payment dates may be agreed in the contract. The amount of the advance payment and the payment dates may be agreed in the Contract in writing.

Experience
THE ART
OF LIVING 



SCHLOSS LIESER
HOTEL | RESTAURANT | WELLNESS

AUTOGRAPH COLLECTION®
HOTELS

7. The customer may only set-off undisputed, legally validated or towards the Hotel. If the customer is an entrepreneur, he can only reduce rent when the right of reduction undisputed, legally validated or is ready for decision.

8. In the unlikely event that the hotel's bank account details change, the hotel will send you an official communication. If you receive any communication relating to changes to these details, we strongly recommend you contact your sales or event management contact by phone to verify the accuracy of the communication prior to making any payments

IV. Room provision, handing over and return of rooms

1. The customer is not entitled to the provision of specific rooms unless other agreements exist.
2. Booked rooms shall be available to the customers from 15:00 p.m. on the agreed date of arrival. The customer shall not be entitled to earlier provision.
3. Contractual claims of the customer are not justified hereby. Is at liberty to prove that the Hotel incurred no or much lesser claim arose user fees. Rooms must be vacated and made available to the Hotel no later than 12 o'clock on the agreed date of departure. After that time, the Hotel may charge 50% of the full accommodation rate for the non-contractual use of the room until 18 o'clock, and if the room is vacated after 18 o'clock: 100 percent. This does not create any contractual remedies for the customer.
The Guest is free to prove to the Hotel that no damage or a considerably lower damage was incurred to the Hotel.

V. Rescission by the customer, cancellation

1. Rescission by the customer of the contract entered into with the Hotel requires the Hotel's written consent. If this is not given, then the rate agreed in the contract must be paid even if the customer does not avail himself of the contractual services. This does not apply in cases of an infringement by the Hotel of its duty to consider the customer's rights, objects of legal protection or interests in the event that the customer can therefore no longer be expected to abide by the contract or the customer has a legal or contractual right of withdrawal.
2. To the extent the Hotel and customer agreed in writing upon a date for rescinding the contract without the incurring of charges, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the Hotel. The customer's right of rescission expires if he does not exercise his rescission right vis-à-vis the Hotel by the date agreed except in the event of the customer having the right to rescission as stated in point 1 sentence three.
3. The Hotel is at liberty to require that the contractually agreed rate be paid and to state a flat-rate for the expenses saved according to the following point 5 and point 6.
4. In the case of rental use of Hotel rooms, the customer is then obligated to pay 90 percent of the contractually agreed rate for lodging with or without breakfast, 70 percent half-board, and 60 percent for full-board arrangements. The customer is at liberty to show that no damages were incurred or that the damages incurred by the Hotel were lower than the flat-rate amount charged.
5. In the case of rental use of conference rooms, banquet rooms and function rooms for events as well as all related services for the customer and other services provided by the Hotel applies following: When the customer make cancellation between 8 to 4 weeks prior to the event, the Hotel is entitled to charge 90 percentage of rental prices plus 35 percentage of the lost turnover in restaurant proceeds and 70 percentage of the lost turnover in restaurant proceeds for any later cancellation. The calculation of restaurant turnover takes place on the basis of the following formula: menu price of event times number of participants. If no price has been agreed for the meal, then the least expensive three-course meal of the least expensive event package shall be used as the basis for calculation. When where was a standard daily rate per participant agreed, the Hotel is entitled to charge in case of cancellation 8 to 4 weeks before the event 60 percentage of the daily rate, a later cancellation 85 percentage of the daily rate times the agreed number of participants. The customer is at liberty to show that no damages were incurred or that the damages incurred by the Hotel were lower than the flat-rate amount charged.

VI. Rescission by the Hotel

1. To the extent a right of rescission not incurring charges within a certain period was agreed in writing for the customer, the Hotel is entitled for its part to rescind the contract during that period if there are enquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission when asked by the Hotel.
2. If an agreed advance payment or a payment requested in accordance with §III.6 is not made even after a reasonable period of grace set by the Hotel has expired, then the Hotel is likewise entitled to rescind the contract.



SCHLOSS LIESER
HOTEL | RESTAURANT | WELLNESS

AUTOGRAPH COLLECTION®
HOTELS

3. The Hotel is entitled to effect extraordinary rescission of the contract for materially justifiable cause, in the event of - circumstances beyond the control of the Hotel making it impossible for the contract to be fulfilled; - rooms or function rooms with misleading or false information regarding major facts, such as the identity of the customer or the purpose is proffered when the reservation is made; - the Hotel has well-founded cause to believe that use of the Hotel's services might jeopardize the smooth operation of the Hotel, its security or public reputation, without being attributable to the Hotel's sphere of control or organization. - There is a violation of above clause 2 number 4.

4. The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes or civil disorder – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

5. In the event of the Hotel exercising its right of rescission the customer must be notified without delay.

VII. Changes in number of participants and time of event

1. A change in the number of participants by more than 5% must be notified the Hotel at least five working days before the event; it requires the written consent of the Hotel.

2. A reduction in the number of participants by a maximum 5% will be acknowledged by the Hotel in the invoice. In case of deviations beyond this number, the original registered number of participants minus 5% will be used as a basis. The customer has the right to demand reduction of the price if the customer can demonstrate that the Hotel made costs savings due to the smaller number of participants.

3. In case that more participants as agreed will attend the event the real number of participants will be subject of the price calculation.

4. If the number of participants has changed by more than 10 %, the Hotel shall be entitled to reasonably change the prices and the confirmed rooms unless such increase and/or change would be unreasonable for the Contractual Partner.

5. If the agreed times scheduled for the beginning and the end of the event are postponed without the Hotel's prior written consent, the Hotel may invoice additional costs for the provision of personnel and equipment unless the Hotel is responsible for such postponement.

VIII. Food and beverages brought in

The customer may not bring food or beverages to events, exception requires a written agreement with the Hotel. In these cases the Hotel may charge a service fee to cover the overhead costs.

IX. Loss or damage of brought items

1. Should the Contractual Partner bring along exhibition pieces or other items – even personal items – to the event rooms/the Hotel, it shall do so at its own risk. The Hotel accepts no liability for loss, destruction or damage except in cases of gross negligence or intent on the part of the Hotel. This shall not apply to losses arising from injury to life, limb or health. Also excluded from this liability exemption are all cases in which safe custody constitutes a duty typical for the contract in question.

2. Decoration material brought along must comply with the fire prevention regulations for which the Hotel is entitled to request a confirmation issued by the competent authorities. If such confirmation is not furnished, the Hotel shall be entitled to remove material already brought along at the customer's expense. Given the potential damage involved, installation and mounting of items shall require prior consultation and agreement with the Hotel. The customer is at liberty to show that no damages were incurred or that the damages incurred by the Hotel were lower than the flat- rate amount charged.

X. Technical facilities and connections

1. Insofar as the Hotel procures technical and other equipment from third parties for the customer at the request thereof, it shall act on behalf of, with the authority of and for the account of the customer. The customer shall be liable for the careful handling and proper return of the equipment and shall release the Hotel from all third-party claims resulting from the transfer of this equipment.



SCHLOSS LIESER
HOTEL | RESTAURANT | WELLNESS

AUTOGRAPH COLLECTION®
HOTELS

2. The use of the customer's own electrical devices, where such are powered by the Hotel's electricity, shall require the Hotel's written consent. Faults or damage to the Hotel's technical systems caused by the use of these devices shall be borne by the customer, insofar as the Hotel is not responsible. The Hotel may record and charge a flat fee for the electricity costs resulting from this use.

3. The customer may use personal telephone, fax and data transmission equipment with the consent of the Hotel. The use of private mobile phones is free of charge and permitted. If suitable Hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.

4. Faults at technical equipment or other facilities offered by the Hotel will be eliminated immediately, if possible. Payments may not be retained or reduced unless the Hotel is responsible for such faults.

XI. Liability of the customer

1. If the customer is an entrepreneur, he is liable for all damage to buildings or furnishings caused by event participants or visitors, employees, other third parties or himself.

2. The Hotel may request the customer to provide reasonable security to cover any claims for damage (e.g. insurance, guaranty deposits and guarantees).

XII. Liability of the Hotel

1. The Hotel assumes liability for the due care and diligence of a prudent businessman. The customer's rights to reimbursement of damages are precluded except for such which result from injury to life, body or health and the Hotel is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the Hotel which are typical for the contract. A breach of obligation of the Hotel is deemed to be the equivalent to a breach of a statutory representative or employee. Should disruptions or defects occur in the hotel's services, the Hotel will endeavor to act to remedy such as soon as it becomes aware thereof or upon the customer's notification of the defect. The customer undertakes to contribute reasonable assistance to remedy the disruption and minimize any possible damage.

2. For property the customer brought into the Hotel, the Hotel is liable to the customer according to §§ 701 of German civil code most up to € 3500, for cash, securities and valuables up to € 800. Money, securities and other valuables up to a maximum of € 800 may be stored in the hotel safe or room safe. The Hotel recommends that guests utilize this option. Liability claims expire unless the customer notifies the Hotel immediately after gaining knowledge of the loss, destruction, or damage (§ 703 German Civil Code). For any liability assumed by the Hotel above and beyond this, the provisions set out under number 1 sentences 2 to 4 above apply accordingly.

3. Insofar as a parking space is made available to the Customer in the Hotel garage or on a Hotel car park, even against payment of a fee, this shall not signify the conclusion of a contract of safe custody. The Hotel shall not be liable in case parked or moved vehicles or contents of said vehicles are stolen or damaged on the Hotel property, except in case of intent or gross negligence. The provisions set out under number 1 sentences 2 to 4 above apply accordingly. Any possible damage must be reported immediately.

4. Wake-up services shall be performed by the Hotel with the utmost care. Messages, mail and merchandise deliveries for guests are handled with care. The Hotel will deliver, hold and for a certain fee —on request— forward such items. Wake-up calls are carried out with the greatest possible diligence. Previous §VII.1 sentences 2-4 applies accordingly.

5. Any claims against the Hotel shall generally be time-barred one year after the commencement of the general statute of limitations dependent upon knowledge of § 199, I of the German Civil Code. Claims for damages are barred 5 years after they arise without regard to knowledge or grossly negligent lack of knowledge.

XIII. Final provisions

1. Changes or amendments to the Contract, to the acceptance of the offer or to these General Terms must be made in writing. Any unilateral changes or modifications on the part of the customer shall be invalid.

2. Place of performance and payment shall be the registered office of the Hotel. In the event of a dispute, also including such concerning cheques and bills of exchange, the courts at the location where the Hotel is registered shall have exclusive jurisdiction for commercial traffic. In so far as a contracting party fulfills the requirements as laid out in §38.2 of the Civil Code of Procedure but has no legal venue within the country, the courts at the location of the Hotel's registered office shall have jurisdiction.



SCHLOSS LIESER
HOTEL | RESTAURANT | WELLNESS

AUTOGRAPH COLLECTION®
HOTELS

3. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the international sale of goods and the conflict of laws are precluded.

4. Should individual provisions of these General Terms and Conditions be or become null and void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

Schloss Lieser Hotelbetriebs GmbH & CO. KG

Lieser, June 1st 2020