

TERMS AND CONDITIONS OF BUSINESS FOR SERVICES OF THE SEASIDE PARK HOTEL LEIPZIG AND ABITO SUITES

These terms and conditions apply to all services such as lodging, conference or banquet room rentals for event organisation as well as to all services and deliveries related to these. They are equally applicable to letting other rooms, display cabinets and spaces. The following terms and conditions apply exclusively. Terms and conditions of clients (uniform designation for event organiser/purchaser/guest etc.) will not become subject matter of a contract, even if they were not explicitly objected to.

1. CONTRACTUAL RELATIONSHIP

Room and space reservations as well as agreements on further deliveries and services will become binding for both sides with the confirmation by the hotel or, should this no longer be possible for reasons of time, by providing the respective services or allocating rooms or spaces. By reserving rooms, display cabinets and spaces a rental contract is established. Subletting or subleasing or using a hotel room for purposes other than temporary accommodation have to be approved of by the hotel in advance. If a reservation is made by a third party, this will become the contracting party, regardless of a valid authorisation by the actual guest, and this party will be liable for all obligations resulting from the contract, along with the guest as joint debtor.

2. ARRIVAL AND DEPARTURE

Booked rooms will be available to the guest from 3 pm on the day of arrival and until 11 am on the day of departure. The decision about the room that is allocated to the guest on the day of arrival will be taken by the hotel. If a late arrival has not explicitly been agreed upon, the hotel will have the right to let the room to another guest after 6 pm, which will not result in the first guest's being entitled to compensation claims. Guests who wish to vacate their rooms after 11 am on departure day are requested to inform the hotel reception by 10 pm on the day prior to their departure. If on departure day the room continues to be used until 6 pm, an extra half room rate will become due, and if the room is vacated after 6 pm on departure day, an extra full room rate will be charged.

3. PRICES

Prices will be determined by the price level valid at the time of providing the services. Statutory value-added tax will be included in the prices where applicable. If a fixed price had been agreed on, and if the time between concluding the contract and providing the services is more than four months, the hotel reserves the right to adequately adjust prices. An increase of statutory value-added tax after contracting will be at the expense of the guest.

4. PAYMENT

All hotel bills that are based on a contract will be due for payment in full within 14 days starting from the date of the bill. In any case the hotel will be entitled to demand an adequate deposit payment. If the previously stated payment deadline is exceeded, the guest will be in default without additional notice. From the point of time of default, the hotel will be entitled to charge interests on arrears amounting to 3% above the respective ECB key interest rate. Any claims for damages in excess thereof will remain unaffected by this. For every payment reminder that is issued after default, an arrears fee of EUR 20,00 can be charged.

5. WITHDRAWAL FROM CONTRACT / CANCELLATION / NO-SHOW

The hotel reserves the right to withdraw from the contract in cases of force majeure or when events beyond our control make providing the contracted services impossible. If this occurs, we cannot be held responsible, and guests are not entitled to compensation. If a guest does not use a reserved room and does not inform the hotel in time, he will remain obliged to settle payment according to the conditions explained in 5a) to 5e), regardless of the reason for the guest's not using the contracted service. Bookers/guests are required to make cancellations in written form. The following cancellation deadlines apply.

5a) Lodging for up to 10 people:

- Until 6 pm, 1 day prior to arrival cancellation free of charge.
- After this 90% of the agreed total for lodging will be charged.

5b) Lodging for 10 to 100 people:

- Until 6 weeks prior to arrival, free-of-charge cancellation of the room allotment.
- Until 4 weeks prior to arrival, free-of-charge cancellation for 50% of the allotment. For the remaining rooms 90% of the lodging total will be charged.
- Until 2 weeks prior to arrival, free-of-charge cancellation for 25% of the once-only adjusted allotment. For the remaining rooms 90% of the lodging total will be charged.
- Until 3 days prior to arrival, free-of-charge cancellation for 10% of the once-only adjusted allotment. For the remaining rooms 90% of the lodging total will be charged.

5c) Lodging for more than 101 people:

- Until 12 weeks prior to arrival, free-of-charge cancellation of the room allotment.
- Until 8 weeks prior to arrival, free-of-charge cancellation for 75% of the allotment. For the remaining rooms 90% of the lodging total will be charged.
- Until 6 weeks prior to arrival, free-of-charge cancellation for 50% of the once-only adjusted allotment. For the remaining rooms 90% of the lodging total will be charged.
- Until 4 weeks prior to arrival, free-of-charge cancellation for 25% of the once-only adjusted allotment. For the remaining rooms 90% of the lodging total will be charged.
- Until 7 days prior to arrival, free-of-charge cancellation for 10% of the once-only adjusted allotment. For the remaining rooms 90% of the lodging total will be charged.

5e) No-show and departure ahead of schedule:

If a guest does not make use of his reservation on the scheduled day of arrival or departs ahead of schedule, the hotel reserves the right to charge 90% of the lodging total.

Applicable for all cases: The burden of proof for a less substantial damage shall rest with the guest whereas the burden of proof for a more substantial damage shall rest with the hotel.

6. EVENTS

The organiser will be responsible for obtaining all possibly necessary official permits for his event in time and at his own expense. It will be his responsibility to comply with the terms of this permit and with all other regulations governed by public law in connection with the event. Newspaper ads and official invitations as well as sales events have to be confirmed by the hotel in written and in advance. The hotel has the right to cancel the event if by publishing the above essential interests of the hotel are affected, or when the hotel must assume that holding the event may obstruct the normal course of business or endanger the safety or the reputation of the house or its guests. In such a case the organiser will not be entitled to compensation. If the hotel procures technical or other equipment from third parties, it will act in the name and at the expense of the organiser. The organiser will be responsible that this equipment is treated with care and returned duly, and he will indemnify the hotel against third party claims resulting from the provision of the equipment. The organiser may only bring food or drinks after having received the hotel's written consent in advance. He will then be charged a service fee.

The following cancellation deadlines are applicable to events:

- Written cancellation until 8 weeks prior to the date of the event free of charge. After this the hotel may invoice the organiser with the agreed room rental if the rooms cannot be let to another client.
- Until 4 weeks prior to the date of the event, in addition to the room rental, the hotel may invoice the organiser with 40% of the lost turnover in restaurant proceeds. If no meal selection had been made, the 3-course meal with the lowest price will serve as the basis for calculation.

In case of a later withdrawal from the contract the hotel will be entitled to charge 40% of the lost turnover in restaurant proceeds in addition to the room rental. The expected turnover in restaurant proceeds will be calculated with the lowest-price set meal multiplied by the number of guests.

Changing the number of participants:

If the number of participants changes by more than 15%, the banquet department has to be informed about that three workdays prior to the event at the latest. Changing the participants' number requires the consent of the hotel. If the number of participants increases, the invoice will be based on the actual number of participants. If the number decreases by more than 40%, the hotel will be entitled to re-calculate the prices and make changes as to the reserved rooms as long as this can be considered reasonable for the client. Here again: The burden of proof for a less substantial damage shall rest with the organiser of the event whereas the burden of proof for a more substantial damage shall rest with the hotel.

Special services that become obsolete as a consequence of a cancellation have to be paid for in any case. The organiser will be held responsible for loss or damage caused by himself, his staff or guests. It will be the organiser's duty to take out the necessary insurances. The hotel will be entitled to demand proof from the organiser that such an insurance has been effected. In order to prevent damages, decoration material or other objects may only be mounted with the written consent of the hotel. In case third-party rights are concerned during the event (copyrights etc.), the organiser is obliged to pay the respective fees (GEMA etc.) directly and prior to the event. If the hotel is nevertheless confronted with claims of compensation, the organiser will indemnify and keep indemnified the hotel against those who are entitled to claim damages.

7. LIABILITY

The hotel will endeavour to carry out wake-up calls punctually and forward messages and goods deliveries of any kind in time and properly. Lost property will only be forwarded at request and at the risk and expense of the guest. One year after the items have been found, they will become the property of the finder. The above explained does not result in a liability of the hotel. If the guest is provided with a parking site, on hotel-owned ground or in another place, including fee-based places, this will not constitute a safekeeping contract. A duty of surveillance on the part of the hotel does not exist. The hotel can only be held responsible for immediate damages of the vehicle resulting from an already existing deficit of the space that had been known to the hotel when the parking place was provided. The liability will, however, be limited to EUR 15,000.00 per vehicle including accessories. The damage needs to be reported to the hotel when leaving the hotel property at the latest. Spare time facilities will be used by guests at their own risk. Objects that were brought by the organiser (technical devices or personal items) will be held in the event rooms at the risk of the organiser. The liability of the hotel and its staff will be limited to deliberate action and gross negligence.

8. ARBITRATION PROCESS

In accordance with § 36 VSBG the hotel is under an obligation to inform you about the possibility of participating in an arbitration process for settling consumer disputes as specified in the legislation on consumer dispute settlement. The hotel is neither willing nor obliged to participate in dispute settlement processes before a body for settling consumer disputes. In accordance with § 37 VSBG the following applies to legal disputes which have already begun: the body responsible for settling consumer disputes which is responsible for the hotel is the Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V. (General Office for Consumer Dispute Arbitration of the Centre for Arbitration), Straßburger Straße 8 in 77694 Kehl, Tel.: +49 7851 79579 40, Fax: +49 7851 79579 41, Email: mail@verbraucher-schlichter.de. The hotel does not participate in dispute settlement processes as specified in the legislation on settling consumer disputes before the above-mentioned body for consumer dispute settlement.

9. IN GENERAL

Should one regulation of these Terms and Conditions become invalid, this will not affect the validity of the other regulations. Invalid regulations will be replaced by statutory regulations. Place of performance will be the hotel's place of business. The law of the Federal Republic of Germany shall apply. The place of jurisdiction for disputes between merchants arising from the accommodation contract is Leipzig.

Seaside Park Hotel Leipzig · Richard-Wagner-Straße 7 · D-04109 Leipzig · Germany
abito suites · Grimmaische Straße 16 · D-04109 Leipzig · Germany