

****§1 Scope of Application****

1. These General Terms and Conditions (GTC) apply to all services provided by the hotel DAS KEHRS – Hotel auf dem Petersberg and the restaurant PEBERG (hereinafter referred to as "Hotel"), operated by DAS KEHRS Hotel Petersberg GbR, to the guest, the event organizer, and other contractual partners (hereinafter referred to as "Contractual Partner").

The services primarily consist of the rental of hotel rooms and other premises for seminars, meetings, presentations, conferences, celebrations, weddings, and other events, the sale of food and beverages, and the organization of private, cultural, and social events and similar programs, as well as all related additional services and deliveries by the Hotel. The Hotel is entitled to fulfill its services through third parties. For all bookings made in the Hotel, a reference to these GTC will be made at the latest at the time of booking. The text of the GTC is available for review before sending the booking request via our homepage and other provider sites and will be sent with the confirmation for bookings made through other means. The GTC can also be viewed at any time at our reception.

2. These GTC apply to all types of contracts, such as hotel accommodation, contingent, or event contracts, concluded with the Hotel. The GTC also apply to all future business with the Contractual Partner.

3. By booking any of our services, these GTC are acknowledged. The Contractual Partner's terms and conditions will only apply if expressly agreed upon in writing in advance.

****§2 Conclusion of Contract and Statute of Limitations****

1. The respective contract is concluded by the acceptance of the Contractual Partner's application by the Hotel. The Hotel is free to accept the application orally or in writing.

2. If the Contractual Partner makes a group booking, a so-called contingent contract is concluded. The contingent contract primarily and additionally regulates these GTC. Within the framework of this contingent contract, the Contractual Partner is liable for all damages culpably caused by the end-user.

3. A group booking exists when more than five room units are booked in a hotel operation by one Contractual Partner through one or more booking processes that are temporally and/or factually related. A group booking is independent of the way the booking is made. This can be done personally, by phone, email, online, through intermediaries (e.g., online portals, travel agents, event organizers, etc.), or by other means.

4. The subletting or re-letting or free use of the rooms provided to third parties, as well as the use for purposes other than accommodation, is only permitted if the Hotel expressly allows it. The Hotel may, at its discretion, grant an exception upon request.

5. All claims against the Hotel are subject to a limitation period of one year from the statutory limitation start date. This does not apply to claims for damages and other claims, provided that the latter are based on an intentional or grossly negligent breach of duty by the Hotel.

****§3 Room Usage, Room Availability, Departure****

1. The provision of rooms is generally for accommodation purposes.
2. The Contractual Partner is liable to the Hotel for all damages caused by him or by third parties who receive the services of the Hotel at his instigation.
3. The Contractual Partner has no claim to the provision of specific rooms unless this has been expressly agreed in writing.
4. Booked rooms are available to the Contractual Partner from 3:00 p.m. on the day of arrival. Unless otherwise agreed, the Hotel has the right to allocate booked rooms to others after 6:00 p.m. without the Contractual Partner being able to derive any rights or claims from this.
5. The rooms must be vacated by the Contractual Partner by 11:00 a.m. on the day of departure at the latest. After that, the Hotel may charge the daily room rate for additional use of the room until 3:00 p.m. and 90% of the full accommodation price from 3:00 p.m. onwards.

****§4 Events and Catering Services****

1. To allow careful preparation by the Hotel, the Contractual Partner must inform the Hotel of the final number of participants no later than 31 days before the start of the event, unless otherwise specified in the event contract. If the Contractual Partner informs the Hotel of a higher number of participants than agreed, this higher number of participants will only become part of the contract if the Hotel agrees to this in writing. If the Hotel does not agree, the Contractual Partner is not entitled to hold the event with a higher number of participants. If the Hotel agrees, billing will be based on the new agreement (possibly with additional costs). There is no entitlement for the Contractual Partner to the Hotel's agreement. If fewer participants attend the event, the contractually agreed number of participants will be billed.
2. If the agreed start time of an event is postponed, the Hotel is entitled to charge the Contractual Partner for all additional costs incurred as a result.
3. Reserved rooms are only available to the Contractual Partner within the agreed period. Use beyond this period requires the prior consent of the Hotel in writing and will generally

only be granted for an additional fee. Room changes are reserved, as far as this is reasonable for the Contractual Partner, taking into account the interests of the Hotel.

4. For events that go beyond 10:00 p.m., the Hotel may charge EUR 57.00 incl. VAT per booked service employee per hour or part thereof, including VAT. The Contractual Partner is liable to the Hotel for additional services provided to event participants or third parties in connection with the event.

5. All necessary official permits and required licenses must be obtained by the Contractual Partner at their own expense unless expressly agreed otherwise in writing. The Contractual Partner is responsible for complying with all relevant regulatory and legal requirements.

6. The Contractual Partner is liable for the behavior of their participants. The Hotel may require the Contractual Partner to provide appropriate security (e.g., insurance, deposits, guarantees).

7. To prevent damage, the installation and setup of decoration material or other items must be coordinated with the Hotel in advance. Brought-in displays, exhibition, or other items must be removed after the event. If the Contractual Partner does not comply with this regulation, the Hotel has the right to carry out removal and storage at the Contractual Partner's expense. Brought-in transport, repacking, or other packaging materials must be disposed of by the Contractual Partner at their own expense. Disposal can be carried out at the Contractual Partner's expense if the packaging is left behind after the event. All items brought in for the event must comply with all relevant regulatory requirements.

8. The Hotel does not provide insurance coverage for brought-in items. Obtaining the necessary insurance is solely the responsibility of the Contractual Partner.

9. Disturbances or defects in the facilities provided by the Hotel will be remedied by the Hotel as far as possible. The Contractual Partner cannot derive any claims from this.

10. If the Contractual Partner brings their own electrical equipment, it requires the consent of the Hotel management or their representative before connection to the power grid. The Contractual Partner must ensure that only electrical equipment that has been tested and maintained according to the "Accident Prevention Regulations Electrical Systems and Equipment" is connected. The resulting electricity consumption will be charged based on the valid provision and labor prices as charged to the Hotel by the utility company. The Hotel is free to make a flat-rate assessment and calculation. Any disruptions or defects in the technical facilities of the Hotel that occur as a result of the connection are the responsibility of the Contractual Partner, unless the Hotel is responsible for them.

11. If the Hotel procures technical or other equipment from third parties for the Contractual Partner, it acts in the name and on behalf of the Contractual Partner; the Contractual Partner is liable for the proper and careful handling and proper return of these facilities and indemnifies the Hotel from all claims of third parties on first written request. The Hotel is not liable for the timely procurement or defectiveness of the procured equipment.

12. The Contractual Partner is generally not allowed to bring food and beverages to events. Exceptions require an agreement with the Hotel management. In such cases, a contribution to general costs will be charged.

13. The Hotel expressly excludes liability for brought-in food unless it can be proven that the cause of the damage is attributable to the Hotel.

14. When the Contractual Partner takes away food prepared by the Hotel, the time of acceptance is decisive for the transfer of risk to the customer. The Hotel is not liable for improper storage of the delivery item from the time of handover by the customer.

15. Notices that contain invitations to job interviews, political, and/or sales events require the prior consent of the Hotel in writing. If a publication is made without consent, the Hotel has the right to cancel the event. Any form of advertising and information through which a reference to the Hotel, particularly by using the Hotel's name, is established requires the prior consent of the Hotel.

****§5 Provision of Services, Prices, Payments, Offsetting, and Assignment****

1. The prices of the respective services are determined according to the price list of the Hotel valid at the time-of-service provision. All prices include the currently applicable statutory value-added tax. Public charges such as accommodation tax, cultural promotion charges, and similar are not included in the prices. These charges are to be borne additionally by the Contractual Partner. The respective amounts will be invoiced separately. In the event of an increase in value-added tax or the introduction, amendment, or abolition of local charges on the subject of the service after the conclusion of the contract, the prices will be adjusted. If the period between the conclusion of the contract and the first contractual service exceeds 365 days, the Hotel has the right to make reasonable price increases. Subsequent changes to the services may lead to changes in prices. The Hotel is entitled to demand an advance payment or security deposit of up to 100% of the Contractual Partner's total payment obligation upon conclusion of the contract. The amount of the advance payment and the payment dates can be stipulated in the contract.

2. If the Contractual Partner has booked within a period during which a trade fair, major event, or other occurrence takes place and such an event is postponed for reasons not attributable to the Hotel after the conclusion of the contract, the concluded contract remains valid with the assertion of the respective claims.

3. The Hotel's payment claim is due immediately upon receipt of the respective invoice without deduction. An invoice is considered received no later than three days after dispatch, unless earlier receipt can be proven. In the event of payment default, the statutory provisions apply.

4. The issuance of a total invoice does not release the Contractual Partner from the timely payment of individual invoices. A payment default on even a single invoice entitles the Hotel to withhold all further and future services and to condition the fulfillment of services on the provision of a security deposit, the amount of which is based on the full outstanding payments.

5. A reminder fee of EUR 7.50 is due for each reminder. Invoices are generally to be paid immediately in cash or by EC card or credit card. The Hotel is entitled to refuse foreign currency, checks, and credit cards. Vouchers from tour operators are only accepted if there is a credit agreement with the respective company or if corresponding advance payments have been made. Refunds for services not utilized are generally excluded.

6. The Contractual Partner can only offset a claim of the Hotel if their claim is undisputed or legally established. This applies correspondingly to the exercise of a right of retention due to the Contractual Partner's own claims. Claims and other rights may only be assigned with the Hotel's written consent.

7. If the Contractual Partner uses a credit card for the payment of products and services with an advance payment requirement (orders with advance payments, guaranteed bookings, etc.) without physically presenting it (via telephone, fax, internet, etc.), the Contractual Partner is not entitled to revoke this charge with their credit card institution in relation to the Hotel.

****§6 Withdrawal, Cancellation, and Reduction, No Show****

1. Reservations by the Contractual Partner are binding for both contracting parties. If a right of withdrawal is not expressly agreed upon contractually, there is no statutory right of withdrawal or the Hotel does not expressly agree to a contract termination, the Hotel retains the right to the agreed remuneration despite non-utilization of the service.

2. The Hotel must credit the income from renting the rooms to others as well as the saved expenses. If the rooms are not rented to others, the Hotel can charge a lump sum for the saved expenses. In this case, the Contractual Partner is obliged to pay the following portions of the contractually agreed total price for overnight stays with or without breakfast:

a) 90% of the contractually agreed total price if the cancellation or reduction is received by the Hotel 2 days before the start of the service period

b) 90% of the contractually agreed total price if the cancellation or reduction is received by the Hotel 31 days before the start of the service period, if there is a group booking of more than 5 room units.

3. The Contractual Partner is obliged to pay the following portions of the contractually agreed total price for event services:

a) 90% of the contractually agreed total price if the cancellation or reduction is received by the Hotel less than 10 days before the start of the service period

b) 70% of the contractually agreed total price if the cancellation or reduction is received by the Hotel 29 to 10 days before the start of the service period

c) 50% of the contractually agreed total price if the cancellation or reduction is received by the Hotel 59 to 30 days before the start of the service period

d) 30% of the contractually agreed total price if the cancellation or reduction is received by the Hotel 89 to 60 days before the start of the service period

e) 90% of the contractually agreed total price if the cancellation or reduction is received by the Hotel less than 90 days before the start of the service period and there is an exclusive booking of the restaurant or hotel.

The Hotel has no claim if the cancellation is received by the Hotel up to and including 90 days before the start of the service period.

4. Cancellations after 3:00 p.m. on the day of arrival, absence of any cancellation, or non-arrival by the Contractual Partner are considered as a no-show. This obligates the Contractual Partner to pay 100% of the contractually agreed total service.

5. Reserved seats in the restaurant PEBERG must be taken no later than 30 minutes after the reserved time. If this does not happen, the Hotel reserves the right to allocate the seats to others. For a reservation of more than 10 seats, the reservation must be canceled or reduced no later than 7 days before the start of the service period. For cancellations or reductions less than 7 days in advance, the Hotel is entitled to charge a flat-rate compensation of EUR 35.00 for each unused or not timely canceled seat, provided the seats could not be reallocated.

6. All cancellations, reductions, and changes must be received by the Hotel in written form.

7. The Contractual Partner is free to prove that the above-mentioned claim did not arise or did not arise in the required amount.

8. If the Hotel can provide the canceled service to third parties within the agreed period, the Contractual Partner's compensation is reduced by the amount these third parties pay for the canceled service, up to a maximum of the total compensation.

****§7 Termination/Cancellation by the Hotel****

1. If it has been agreed that the Contractual Partner may withdraw from the contract free of charge within a certain period, the Hotel is likewise entitled to withdraw from the contract within this period if there are third-party inquiries for the contractually booked rooms and the Contractual Partner, upon the Hotel's inquiry with an appropriate deadline, does not waive their right of withdrawal. This applies accordingly when an option has been granted, if

other inquiries exist and the customer, upon the Hotel's inquiry with an appropriate deadline, does not make a binding booking.

2. If an agreed or requested advance payment or security deposit is not made even after the Hotel has set a reasonable grace period, the Hotel is also entitled to withdraw from the contract.

3. Furthermore, the Hotel is entitled to withdraw from the contract extraordinarily for justifiable reasons, especially if:

- Force majeure or other circumstances for which the Hotel is not responsible make the fulfillment of the contract impossible;

- Rooms and spaces are booked under misleading or false statements or by concealing essential facts; essential facts can be the identity of the Contractual Partner, their solvency, or the purpose of stay;

- The Hotel has justified cause to believe that the use of the service may endanger the smooth business operation, security, or public reputation of the Hotel, without this being attributable to the Hotel's domain or organization;

- The purpose or reason for the stay is illegal.

4. The justified withdrawal by the Hotel does not entitle the Contractual Partner to claim compensation.

****§8 Liability of the Hotel****

1. The Hotel is liable for damages attributable to it resulting from injury to life, body, or health. Furthermore, it is liable for other damages resulting from an intentional or grossly negligent breach of duty by the Hotel or from an intentional or negligent breach of typical contractual obligations by the Hotel. Typical contractual obligations are those obligations that enable the proper execution of the contract in the first place and on the fulfillment of which the Contractual Partner relies on and may rely. A breach of duty by the Hotel is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise regulated in this §8. Should disruptions or defects in the Hotel's services occur, the Hotel will endeavor to remedy these upon gaining knowledge or upon immediate complaint by the Contractual Partner. The Contractual Partner is obliged to contribute to a reasonable extent to remedy the disruption and to keep any potential damage to a minimum.

2. For items brought in, the Hotel is liable to the guest according to statutory provisions. The Hotel recommends the use of the Hotel and room safes with an insurance value of up to EUR 3,000 for cash, securities, and valuables. Other items with a value of up to EUR 20,000 require a separate storage agreement with the Hotel

3. If the Contractual Partner is provided a parking space in the Hotel parking lot and/or the underground garage (Johanniter-Unfall-Hilfe e.V., Petersberg 26, 99084 Erfurt), even for a fee, this does not constitute a safekeeping agreement. In case of loss or damage to vehicles parked or maneuvered on the Hotel premises or in the aforementioned underground garage and their contents, the Hotel is only liable according to the provisions of the preceding clause 8.1, sentences 1 to 4.

4. Wake-up calls are executed by the Hotel with the utmost care. The Hotel is only liable according to the provisions of the preceding clause 8.1. The Hotel considers its task fulfilled after two wake-up calls and assumes no liability or responsibility for any resulting consequences.

5. Messages, mail, and goods deliveries for guests are handled with care. The Hotel, after agreement, undertakes the delivery, storage, and – upon request – forwarding of the same for a fee. The Hotel is only liable according to the provisions of the preceding clause 8.1, sentences 1 to 4.

****§9 Final Provisions****

1. Changes and amendments to the contract, the acceptance of the application, or these General Terms and Conditions should be made in text form. Unilateral changes or additions by the Contractual Partner are invalid.

2. The place of fulfillment and payment as well as the exclusive jurisdiction – including for check and bill of exchange disputes – is Erfurt in commercial transactions. If a Contractual Partner meets the requirements of § 38 paragraph 2 ZPO and has no general jurisdiction in Germany, Erfurt is agreed on as the place of jurisdiction.

3. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and Conflict of Laws is excluded.

4. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall not be affected thereby; otherwise, the statutory provisions apply.

As of: 20.07.2024