



## General Terms and Conditions

### General Terms and Conditions for Accommodation in the "Kirchlicher Eigenbetrieb Tagungs- und Begegnungsstätten" of the "Evangelische Kirche in Mitteldeutschland"

The "Kirchlicher Eigenbetrieb Tagungs- und Begegnungsstätten" (hereinafter referred to as "TuB") is an economically independent institution and is not a legal entity in its own right. It is legally part of the Protestant Church in Central Germany ("Evangelische Kirche in Mitteldeutschland") as a public corporation. The TuB includes the following locations:

- „Augustinerkloster zu Erfurt“, Augustinerstraße 10 in 99084 Erfurt,
- „Familienbildungs- und Erholungsstätte Burg Bodenstein“, Burgstraße 1 in 37339 Leinefelde-Worbis,
- „Jugendbildungsstätte Junker Jörg“, Hainweg 33 in 99817 Eisenach,
- „Kloster Drübeck“, Klostergarten 6 in 38871 Ilsenburg OT Drübeck und
- „Zinzendorfhaus Neudietendorf“, Zinzendorfplatz 3 in 99192 Neudietendorf.

#### 1. Scope of Application, formal requirement for deviating regulations

The Terms and Conditions of the TuB in shall form an integral part of all contracts for the provision of guest rooms for accommodation purposes against payment (main service), including all ancillary services provided by the respective TuB in this context (e.g. meals, snacks, drinks, other services). The full or partial exclusion of these terms and conditions and the agreement of deviating provisions require text form. The English version of these terms and conditions are only for information purpose; only the German version is legally binding.

#### 2. Conclusion of contract, contract on behalf of or in favour of third parties

**2.1.** The contract for the provision of accommodation services is concluded by means of an application made by the customer. Application and acceptance are free of form. No written booking confirmation is required for the conclusion of the contract.

**2.2.** Orders placed on behalf of third parties must be evidenced upon request by submission of a cost assumption declaration by the Principal securing TuB's contractual claims.

**2.3.** If a third party has placed an order for the ordering party (as a guest) or the ordering party has placed an order for a third party (as a guest), the third party shall be liable to TuB together with the ordering party as joint and several debtors for all obligations under the accommodation agreement. The customer shall be liable for any service of TuB used by the third party (as guest) insofar as this is in connection with the services owed under the contract, unless the service used is so unusual in nature or scope that approval by the customer must be regarded as obviously excluded. If guests of the customer are not or only to a lesser extent responsible for their actions (e.g. minors), the customer shall be responsible for organizing the necessary care of property and persons (e.g. supervision, health care) in relation to TuB.

#### 3. contractual obligations, pricing, payment due date, invoice verification, exclusion of objections

**3.1.** Services ordered shall be accepted and remunerated as agreed. Sentence 1 shall also apply with regard to expenses incurred by TuB for external services procured at the special request of the ordering party and expenses paid by TuB to third parties.

**3.2.** Agreed prices for TuB's services shall be in accordance with the price list at the time of conclusion of the contract.

**3.3.** TuB's prices shall take account of all statutory levies (e.g. VAT) applicable at the time of conclusion of the contract with the exception of levies and consideration owed exclusively by the ordering party or its guests in relation to third parties (e.g. spa tax, remuneration due to the use of copyrights, design rights, trademarks or patent rights). If statutory levies included in TuB's agreed prices are changed, newly introduced or abolished between conclusion of the contract and full acceptance of the services, each contracting party shall be entitled to adjust the price, irrespective of any remuneration or security already provided in whole or in part. In this respect, a right to terminate the contract (cf. clause 5.1.) is excluded.

**3.4.** Total prices up to 100 euros are due for payment immediately upon receipt of the service, at the latest upon termination of the contract, and are to be paid in cash, by credit or debit card. A declaration of acceptance of costs with corresponding payment by bank transfer shall generally only be offered for total prices above 100 euros, whereby there is no right to such an agreement. Payments on account shall - subject to other individual agreements - be made within two weeks of receipt of the invoice without deduction and free of charge for TuB.

**3.5.** Invoices shall be checked for factual and arithmetical correctness immediately upon receipt. Objections against their correctness are excluded after the expiry of four weeks from receipt of the invoice.

**3.6.** TuB shall be entitled both on conclusion of the contract and thereafter to demand an advance payment and/or an appropriate security deposit, due no later than 4 weeks before the agreed start of performance. Reasonable security shall be 20 percent and from 4 weeks before the agreed commencement of services at least a further 70 percent of the total price. If the customer is not domiciled or has no registered office in Germany, TuB may demand the full total price as advance payment or security.

#### **4. damage caused by delay, deficiencies in performance, defaults in performance, offsetting**

**4.1.** In the event of default in payment, TuB may demand reimbursement of its reminder costs at a flat rate of €5.00 for each written reminder required.

**4.2.** The statutory provisions shall apply with regard to defects or deficiencies in performance, unless otherwise agreed in these general terms and conditions. In particular, the customer shall notify defects in good time and, as far as possible, allow defects to be remedied.

**4.3.** Only counterclaims which are undisputed between the contracting parties or which have been legally established may be set off against monetary claims.

#### **5 Termination of contract, mutual claims, damages for non-performance**

**5.1.** The contract ends with the complete acceptance and payment of all ordered services. In the event of good cause, premature termination may be declared to or agreed with the respective contractual partner in text form by means of rescission, termination or mutually agreed cancellation of the contract.

**5.2.** With the acceptance of ordered services, a withdrawal is generally excluded. Services that have been accepted but not used or consumed may be returned to the contracting party subject to clause 5.3, provided that they are still in their original intact or hygienic condition and are of use to the contracting party. If a return is not possible, the services accepted shall be remunerated in accordance with the agreement.

**5.3.** If the reasons for premature termination of the contract lie with the customer or its guests (e.g. illness, operational or family indisposition, bad weather), the services ordered shall be reimbursed as agreed, taking into account the expenses saved by TuB as a result of non-acceptance. Expenditure already incurred by TuB in respect of a service obligation but wasted as a result of non-acceptance shall be reimbursed in particular if such expenditure can no longer be averted under reasonable conditions and no other appropriate substitute can be obtained.

**5.4.** If TuB is not responsible for a cancellation (non-performance of the contract or subsequent reduction in the scope of the contract), it may, in derogation of Clause 5.3, claim damages for non-performance. Based on the number of cancelled guests and the date of receipt of the cancellation notice, TuB may calculate its claim for damages in a lump sum as follows:

For groups of 10 or more

- a) 90 - 31 days before arrival 20 percent of the booked price of the overnight stay and/or other rental costs
- b) 30 - 21 days before arrival 30 percent of the booked price of the overnight stay and/or other rental costs
- c) 20 - 11 days prior to arrival 60 percent of the total price booked incl. all own and third-party services
- d) 10 - 0 days prior to arrival 90 percent of the total price booked incl. all own and third-party services

For single travelers up to 9 persons you have the possibility to cancel free of charge until 2 days before arrival. After that, we charge a cancellation fee of 90 percent of the total price incl. all own and third-party services.

The lump-sum compensation shall not apply if the respective lump sum exceeds the damage to be expected according to the usual course of events or the usually occurring reduction in value and/or the customer can prove that no damage or reduction in value has occurred at all or that it has occurred at a significantly lower rate than the lump sum.

**5.5.** Furthermore, TuB is entitled to withdraw from the contract for objectively justified reasons if

- a) force majeure or other circumstances beyond TuB's control make it impossible to fulfil the contract;
- b) rooms and/or other premises are booked under misleading or false statements of material facts, e.g. in the person of the customer or the purpose;
- c) TuB has reasonable grounds to assume that the use of the services may jeopardies the smooth operation, security or public image of TuB without this being attributable to TuB's sphere of control or organization.

In the event of justified withdrawal, the customer shall not be entitled to claim damages.

**5.6.** Costs or portions of costs for customary ancillary services ordered but not accepted (e.g. meals, snacks, drinks) shall not be taken into account when determining the amount of compensation pursuant to Clause 5.4 sentence 2 and sentence 3, provided that cancellation is made at least 3 days before the planned use and the services are not third-party services. Compensation shall also be paid for expenses already incurred by TuB in respect of special requests (e.g. third-party services, banquets) but incurred in vain due to non-acceptance if these can no longer be averted under reasonable conditions and no other appropriate compensation can be obtained.

#### **6. room provision, room use, late check-out**

**6.1.** There shall be no entitlement to the provision of specific premises.

**6.2.** Guest rooms are available for occupation from 2.00 p.m. on the day of arrival and are to be returned properly vacated by 9.30 a.m. at the latest on the day of departure, including handover of keys and settlement of accounts.

**6.3.** If a room is not returned on time or is not properly vacated, TuB shall be entitled to demand the return of the room.

- a) to claim liquidated damages from the Purchaser in the amount of 30 per cent of the price for the main performance per defaulting person according to the price list valid on the day in question and
- b) from 12.00 noon on the day of departure, to remove from the rooms and take into custody, at the expense of the customer, the items brought in by the defaulting persons.

**6.4.** Subject to the availability of the guest rooms, arrangements may be made with TuB in text form:

- a) exceptions from clause 6.1. and clause 6.2. until the commencement of the acceptance of services, and
- b) by 10 a.m. at the latest on the day of departure Late Checkouts.

For late check-outs, 50 percent of the price for the main service will be charged per guest for room occupancy until 4 p.m., and 100 percent of the price for the main service beyond 4 p.m. according to the price list valid on the day in question.

## **7. inappropriate uses and behavior, site regulations**

**7.1.** Only events that take into account the interests of the Protestant Church in Germany are permitted. Events sponsored by groups that are opposed to the Christian faith and the Protestant Church in Germany or that give reason to suspect that human dignity or the free democratic basic order of the German Constitution ("Grundgesetz") are being violated may neither be held nor tolerated by the user. Events or actions which would result in a religious exaggeration of non-church-related actions through the use of the prayer room (e.g. military and atheistic acts of consecration or honoring) may not be carried out or tolerated by the user in the TuB. The user is not entitled to transfer rights of use to third parties.

**7.2.** Property, in particular guest rooms of TuB, may not be made available to third parties against payment (e.g. by subletting or leasing) or free of charge (e.g. by lending) or by way of security (e.g. as a pledge) without TuB's prior consent.

**7.3.** The provisions of TuB's house rules displayed in the reception, in the guest rooms and in the conference rooms shall be binding on the customer and its guests.

**7.4.** Premature termination of the contract (cf. clause 5) by TuB due to breach of clauses 7.1 to 7.3 shall not give rise to any claims for damages on the part of the customer or its guests.

## **8. non-smoking room, loss of room key**

**8.1.** All TuB buildings are non-smoking buildings. Smoking is only permitted outdoors in designated areas. TuB is entitled to claim a lump sum of €100.00 for any measures required to eliminate odor nuisance or damage to equipment caused by smoking.

**8.2.** In the event of the loss of a key for which the customer or its guest is responsible, TuB shall be entitled to claim a lump sum of €130.00 for the replacement of the key.

## **9. animal husbandry**

**9.1.** The introduction of live animals shall always require the prior consent of TuB. As a rule, the keeping of animals shall only be approved if

- a) the client or his guest needs the animal to participate in social life (e.g. due to blindness) and offers sufficient guarantee for competent, in particular species-appropriate handling of the animal and
- b) under the circumstances of the TuB, taking into account the dangerousness of the animal, its personality as well as its state of health and the interests of the other guests, no nuisance, in particular pollution or noise, personal injury or damage to property is to be expected.

Consent may be made dependent on further safety measures (e.g. leash, muzzle). The consent does not justify any relief from liability in favour of the customer or its guests with regard to nuisance and damage caused by the animal to the detriment of TuB or other persons.

**9.2.** In relation to TuB, the customer shall be responsible for organizing the care and supervision of the animal including feeding, exercise and complete removal of contamination.

**9.3.** TuB shall be entitled to claim a lump-sum reimbursement of costs of €150 for measures required to remove soiling or damage to equipment caused by animals brought into the premises.

## **10. liability of TuB, safe use, vehicle parking spaces, charging station**

**10.1.** TuB shall be liable for damage for which it is responsible due to injury to life, limb or health. Its liability for injury to other legal interests is limited to intentional or grossly negligent breaches of duty. Within this framework, the culpable conduct of its legal representatives and vicarious agents shall be attributed to it.

**10.2.** Irrespective of clause 10.1, TuB shall pay compensation for loss, destruction or damage to items brought in by the guest - limited to one hundred times the agreed main payment per day, but at least 600 euros and at most 3,500 euros. For money, securities and valuables (e.g. watches, jewelry, antiques) the amount of 800 euros shall replace 3,500 euros. The obligation to pay compensation does not apply if the loss, destruction or damage is caused by the guest, his/her companion, a person taken in by the guest or by the nature of the property or by force majeure. The obligation to pay compensation does not extend to vehicles, things left on or in them and live

animals. Claims lapse if the guest fails to notify TuB of the loss, destruction or damage immediately after becoming aware of it.

**10.3.** Money, bonds, valuables and other precious objects may be kept in the safe in reception by separate arrangement with TuB. There is no obligation to store such items. The value of the items must be declared in advance. Dangerous items that pose a risk to TuB or other items in safekeeping may not be placed in safekeeping. In the event of a breach of these duties of notification, the customer shall be liable for any resulting damage and/or loss of items.

**10.4.** The provision of a vehicle parking space does not constitute a custody agreement with regard to the vehicle, its equipment and the objects or animals left on or in it. There shall be no guarding.

**10.5.** Where charging points for electric cars or e-bikes are available on TuB's premises, this shall not constitute a service provided by TuB. Instead, use is based on a separate contractual relationship with the manufacturer or provider of the charging station. In this respect, the customer is obliged to comply with the provider's terms of use. The use of electricity from charging stations is not included in the price agreed with TuB but must be agreed separately with the provider.

## **11. further regulations on events; advertising; use of equipment**

**11.1.** TuB shall set up premises for meetings, gatherings and celebrations in accordance with the agreements made. Their remodeling, the installation or removal of furnishings, the attachment of decorative material and the use of further areas (e.g. for exhibition purposes) by the ordering party or its guests shall require TuB's prior consent in text form.

**11.2.** TuB shall provide food and beverages in accordance with the agreements made. Bringing your own food and drinks entitles TuB to charge a flat service fee (e.g. plate, corkage fee) of €10.00 per person per day. This does not apply if overnight accommodation is ordered without further services by TuB.

**11.3.** The customer shall be responsible for compliance with statutory and official regulations with regard to his event. Any necessary permits or official authorizations (e.g. for fireworks) must be obtained at the customer's own expense.

**11.4.** The placement and dissemination of advertisements (e.g. in newspapers, on the internet), public advertising measures and other publications that have a recognizable connection with TuB shall require TuB's prior consent.

**11.5.** The connection of electrical equipment brought in by the customer or its guests (e.g. computer systems, projection equipment, music players, heaters, kettles, electric blankets) to TuB's power supply system shall require TuB's prior consent, with the exception of telecommunications and data transmission equipment, medical aids, razors, toothbrushes and hairdressers commonly used for private purposes. TuB may make such consent conditional upon the provision of a site technician and the agreement of a reasonable reimbursement of expenses. The compensation may be determined by estimating the additional personnel and energy costs. Such consent shall not constitute grounds for any relief from liability on the part of the customer or its guests in respect of disruptions caused by equipment brought in or damage to technical equipment or systems of TuB or other persons.

## **12. rights in the event of a claim for damages, compensation for costs or compensation for value in lump-sum form**

**12.1.** If damages, compensation for costs or compensation for value are claimed in a lump sum or on the basis of an estimate (cf. e.g. Clause 4.1. (cf. e.g. Clause 4.1., Clause 5.4. sentence 2 and sentence 3 as well as Clause 5.5. in each case in conjunction with Clause 5.6., Clause 6.3., Clause 8., Clause 9.3., Clause 11.2. sentence 2, Clause 11.5. sentence 3), the contracting party expressly reserves the right to prove a lower damage, cost or reduction in value. Furthermore, the lump-sum compensation shall not apply if the respective lump sum exceeds the damage to be expected in the ordinary course of events or the reduction in value that usually occurs.

**12.2.** The assertion of claims on the basis of proven further or other damages, expenses or reductions in value shall not be excluded by Clause 4.1., Clause 5.4. sentence 2 and sentence 3, Clause 5.5., Clause 6.3., Clause 8., Clause 9.3., Clause 11.2. sentence 2 and Clause 11.5. sentence 3.

## **13. final provisions**

**13.1.** Both contracting parties shall endeavour to clarify any ambiguities or loopholes in the contract or difficulties arising during the performance of the contract by mutual agreement. If no agreement is reached, the relevant statutory provisions shall apply.

**13.2.** The place of performance and place of payment shall be, to the extent permitted by law, the location of the respective TuB.

**13.3.** German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.

**13.4.** References to persons, functions and offices shall apply equally to men and women.