

General Terms and Conditions of the Maritim Hotels for Events

(Version: January 2017)

I. Scope of Applicability

1. These Terms and Conditions shall apply to the rental of Maritim's conference, banquet, and convention rooms for functions such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods performed/provided in connection therewith by Maritim.
2. Maritim's prior written consent is required if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events, whereby § 540, paragraph 1, sentence 2 German Civil Code is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if this is previously expressly agreed.

II. Conclusion of Contract, Duty of Notification, Liability

1. The contract shall come into force upon Maritim's acceptance of the customer's application.
2. The customer must inform Maritim without being asked, at the latest upon conclusion of the contract, if the customer's use of the hotel service/s is likely to endanger the smooth operation of the hotel, the security or the reputation of Maritim in the public eye.
3. Maritim is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. Typical contractual obligations are those obligations that enable the proper execution of the contract and on whose fulfilment the customer relies and may rely. A breach of obligation of Maritim is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this clause II and clause IX. Should disruptions or defects in the performance of Maritim occur, Maritim shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum. Moreover, the customer shall be obliged to inform Maritim as soon as possible if an extraordinary high loss is liable to arise.
4. Messages, mail, and merchandise deliveries for the customer are handled with care. Maritim will deliver, keep, and for a fee forward such items (on request). Merchandise deliveries can only be kept if so agreed to beforehand. With regard to Maritim's liability, No. 3, sentences 1 to 5 supra shall apply respectively.

III. Services, Prices, Payment, Set-Off

1. The customer is obligated to pay Maritim's usual prices or those contractually agreed upon for the services ordered. The customer is obligated to pay the agreed or applicable prices of Maritim for rooms provided and for other services supplied. This also applies to services ordered by the customer directly or via Maritim, which a third party provides and Maritim disburses, and for claims of copyright collecting agencies.
2. The agreed prices include the statutory value added tax in effect at the time of the conclusion of contract. If this tax is changed after the conclusion of the contract, the prices will be adjusted. This only applies to contracts concluded with consumers, if the period between conclusion and fulfilment of the contract exceeds four months.
3. If a minimum turnover has been agreed upon and this is not reached, Maritim is entitled to demand 60 percent of the difference as loss of profit unless the customer proves a lower or Maritim a higher damage.
4. If payment on receipt of the invoice is agreed, the invoice is payable without deduction and due within ten days of receipt, if not otherwise agreed.

5. For each reminder in case of default Maritim is entitled to demand a fee of € 5. The customer is at liberty to prove that Maritim has incurred no or lesser costs. If the customer is not a consumer, Maritim is entitled to claim the lump sum according to Section 288 para. 5 of the German Civil Code (BGB) instead.
6. Maritim is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in text form in the contract.
7. In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, Maritim shall be entitled, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or a security within the meaning of the above-mentioned No. 6 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.
8. The customer may only set-off, reduce or clear a claim by Maritim with a claim which is undisputed or decided with final, res judicata effect.

IV. Repudiation by the Customer (Cancellation, Annulment)

1. The customer can only withdraw from the contract concluded with Maritim at no cost, if such a right of withdrawal was explicitly agreed upon in the contract, a statutory right of cost-free withdrawal exists, or if Maritim gives its explicit consent to the withdrawal at no cost. The contractual agreement of a right of withdrawal at no cost as well as the consent to a cost-free withdrawal from the contract shall be in text form. To the extent that a date for a cost-free withdrawal from the contract has been agreed upon, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by Maritim. The right of withdrawal at no cost shall expire if the customer does not exercise it in text form vis-à-vis Maritim by the agreed date.
2. If a contractual right of withdrawal at no cost was not agreed or has expired, a statutory right of cost-free withdrawal or cancellation is not given and Maritim does not give its consent to the cost-free cancellation of the contract the agreed room rent as well as the services to be performed by third parties shall be paid regardless of whether the customer avails himself of the contractual services. Maritim must credit the income from a possible renting the room / the rooms to other parties.
3. If the customer cancels between the eighth and fourth week prior to the date of the function, Maritim shall be entitled to charge – in addition to the agreed rent – 35 percent of lost consumption sales (70 percent of consumption sales for cancellations later than 29 days prior to the date of the function).
4. Consumption sales are calculated using the following formula: menu price of the function plus beverages multiplied with the number of participants. If a price for the menu had not been agreed, then the least expensive three-course menu in the current set of function proposals shall apply. Beverages are charged with one third of the menu price.
5. If a seminar flat rate per participant has been agreed, then Maritim shall be entitled to charge, for a cancellation between the eighth and fourth week prior to the date of the function, 60 percent of the seminar flat rate multiplied with the agreed number of participants (85 percent for any later cancellation).
6. If the room rent was not separately agreed in the contract but included in the seminar flat rate, in case of a cancellation until the eighth week prior to the date of the function Maritim is entitled to charge the respective price component multiplied with the number of participants. This applies accordingly in the case of a flat rate which also include the accommodation costs for these costs, less a lump sum of 10 percent for saved expenses. Above-mentioned No. 2 sentence 2 referring to the deduction of another income applies accordingly in each case.

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7. The deduction of saved expenses is taken into account with the numbers 3 to 6 supra. The customer is at liberty to show that the claim mentioned above was not incurred or not incurred to the amount demanded. Maritim is at liberty to show that a higher claim has arisen.

V. Repudiation by Maritim

1. Insofar as it was agreed that the customer can withdraw from the contract at no cost up to a specific date, Maritim is entitled for its part to withdraw from the contract all or in part up to this specific date if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by Maritim with a reasonable deadline set, does not waive his right of withdrawal. The same applies to the granting of an option if other inquiries exist and the customer is, if requested by Maritim with a reasonable deadline set, not prepared to make a fixed booking.
2. Moreover, Maritim is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
 - force majeure or other circumstances beyond Maritim's control render the fulfilment of the contract impossible;
 - hotel services are reserved with culpably misleading or false information or concealment regarding essential facts. The identity or solvency of the customer or the purpose of his stay can constitute essential facts;
 - Maritim has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of Maritim, its security or public reputation, without being attributable to Maritim's sphere of control or organisation;
 - the purpose or the cause of the event is illegal;
 - there is a breach of clause I. No. 2 supra;
 - an agreed advance payment or an advance payment or security demanded pursuant to clause III. No. 6 and/or clause III. No. 7 is not made even after a reasonable grace period set by Maritim has expired.
3. The justified withdrawal by Maritim does not constitute any claims for damages for the customer. If, in case of a cancellation according to No. 2 supra, Maritim has a claim for damages, Maritim may charge a lump sum for the claim. In this case, clause IV Nos. 2 to 7 apply accordingly.

VI. Changes in Number of Participants and Time of Event

1. An increase of the number of participants by more than 5 percent must be communicated to Maritim no later than five working days before the beginning of the event; Maritim must give its consent, preferably in text form. The invoice will be calculated on the basis of the actual number of participants and will be based on at least 95 percent of the agreed higher number of participants. If the actual number of participants is lower, the customer has the right to reduce the agreed price by the expenses saved – to be proven by him – due to the lower number of participants.
2. A reduction in the number of participants of more than 5 percent must be communicated to Maritim in good time, but no later than five working days before the beginning of the event. The invoice is based on the actual number of participants, at least 95 percent of the finally agreed number of participants. No. 1 sentence 3 supra applies accordingly.
3. If the number of participants changes by more than 10 percent, Maritim shall be entitled to exchange the confirmed room reservations (taking into account the possibly different room rent), unless this is unreasonable for the customer.

4. If the event's agreed starting or ending times change and Maritim agrees to such deviations, Maritim may reasonably charge for the added cost of stand-by service, unless Maritim is at fault.

VII. Bringing of Food and Beverages

1. The customer may not bring food or beverages to events. Exceptions must be agreed with Maritim in text form. In such cases, a charge will be made to cover overhead expenses.

VIII. Technical Facilities and Connections, Official Permits

1. To the extent Maritim obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer. The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify Maritim for all third-party claims arising from the provision of the facilities or equipment.
2. Explicit consent is required for the use of the customer's electrical systems on Maritim's electrical circuit. The customer shall be liable for malfunctions of or damage to Maritim's technical facilities caused by using such equipment, to the extent that Maritim is not at fault. Maritim may charge a flat fee for electricity costs incurred through such usage.
3. The customer is entitled to use his own telephone, telefax, and data transfer equipment with Maritim's consent. Maritim may charge a connection fee and/or and or a charge for lost revenue if suitable equipment of Maritim therefore remains unused.
4. Malfunctions of technical or other equipment provided by Maritim will be remedied promptly whenever possible. To the extent Maritim was not responsible for such malfunctions, payment may not be withheld or reduced.
5. The customer must obtain the official permits that are necessary for the event in due time and at his own expenses. He is responsible for complying with the public law requirements and other provisions.

IX. Loss of or Damage to Property brought in

1. Customer shall bear the risk of damage or loss of objects on exhibit or other items, including personal property, brought into the function rooms or into the respective hotel. Maritim assumes no liability for loss, destruction, or damage to or of such objects, including any financial damage, with the exception of cases of gross negligence or intent on the part of Maritim. Excepted here from are cases of damage caused as a result of harm inflicted to life, limb or physical health. In addition, in all cases in which the safekeeping represents an obligation typical for a contract due to the circumstances of the individual case, release from this liability shall be excluded.
2. Decoration or decorative material brought in by the customer must conform to the fire protection technical requirements. Maritim is entitled to demand official evidence thereof. Should such proof not be given, then Maritim shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, Maritim must be asked before objects are assembled or installed.
3. Objects on exhibit or other items that have been brought in must be removed immediately following the end of the event. If the customer fails to do so, Maritim may remove and store such at the customer's expense. If the objects remain in the room used for the event, Maritim may charge a reasonable compensation for use for the duration of retention of the room.

X. Customer's Liability for Damage

1. If the customer is a company, the said company shall be liable for all damage to buildings or furnishings caused by participants of or visitors to the function, employees, other third parties associated with the customer and the company itself. The same applies accordingly if the customer is a public law entity, a party or a union.
2. Maritim may require the customer to provide reasonable security (e.g., insurance, security deposits, sureties).

XI. Final Provisions

1. Amendments or supplements to the contract, the application acceptance, or these General Terms and Conditions for Events should be made in text form. Unilateral amendments and supplements by the customer are invalid.
2. For commercial transactions the place of performance and payment is the location of the respective Maritim hotel.

3. For commercial transactions the courts at Bad Salzungen shall have exclusive jurisdiction in the event of litigation, including cheque disputes. Maritim can also sue the customer – at Maritim's choice – at the location of the respective Maritim hotel or the domicile of the customer. The same applies insofar as a customer fulfills the requirements of section 38 para. 2 of the German Code of Civil Procedure (ZPO) and does not have a legal domicile in Germany.
4. 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.
5. Maritim does not take part in mediation on dispute regulation bodies for consumers.
6. Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.