

General Terms and Conditions  
for individual accommodation and events  
Lohmühle Hotel- und Gaststättenbetriebs GmbH,  
Badstrasse 37, 95444 Bayreuth  
(afterwards denominated "hotel")

**§ 1 Application**

1. These general terms and conditions shall apply to all contracts concerning the hire of guest rooms, of the restaurant rooms as well as of the meeting rooms of the hotel for the organization of events such as banquets, seminars and meetings, including all supplementary services provided by the hotel along with the room hire.
2. The terms and conditions of the ordering party (operator/organizer) shall not be applicable, unless expressly otherwise agreed in writing. Generally, the contracts are subject to the general terms and conditions of the contractor (hotel).

**§ 2 Conclusion of the contract, Parties, Liability**

1. The accommodation contract shall be deemed concluded when the room request is confirmed - or if a written confirmation is not reasonably feasible, given the imminence of the stay - when the room is made available.
2. The contract becomes effective once the guest/ordering party receives the confirmation (acceptance) of the hotel.
3. If the guest or customer is not the ordering party or if the operator engages an intermediary agency or an organizer, each of the concerned parties shall be held jointly and severally liable together with the operator for all obligations emanating from the contract. The operator as contractual partner of the hotel is required to agree on the joint liability with the parties involved in the contract and shall provide written evidence concerning the agreement upon request of the hotel (for example a signed acceptance of these general terms and conditions).
4. The guest/operator shall not be entitled to the hire of specific guest rooms or meeting venues (events). If contractually agreed rooms are not available, the hotel shall be obliged to provide equal services either at the hotel or elsewhere.
5. The liability of the hotel - unless otherwise stipulated by law - is limited to damages arising from intent or gross negligence. The operator is required to inform the hotel in a timely manner of flaws, which could potentially cause considerable damage, while fixing a reasonable time limit for remedy. Otherwise, if he fails to do so, the liability of the hotel shall be limited to the contractually agreed room hire price.
6. The agreed use of a parking lot on the private car park of the hotel shall not be deemed the conclusion of a safekeeping agreement. The hotel shall only be held liable for damages arising out of any deficiency concerning the parking space according to a report of an insurance expert witness.

### **§ 3 Services, Rates, Payment**

1. The booked rooms are available from 2.00 pm on the arrival day. Unless a later arrival time is agreed, the hotel reserves the right to hire the requested rooms to other guests after 6.00 pm.

2. The guest shall orderly vacate the room by 11.00 am on departure day, unless a later departure time is agreed. In the event of belated departure half of the room rate is charged, if the room is vacated by 6.00 pm, and the full room rate is charged, if the room is vacated after 6.00 pm.

3. Concerning the restaurant rooms and the meeting rooms the hire period shall especially be agreed in writing.

4. The rooms are exclusively accessible during the agreed hire period.

5. The agreed prices include the legal VAT. The guest or the ordering party will be charged a VAT increase, occurring subsequent to the conclusion of the contract.

6. If the period between the conclusion of the contract and the arrival date exceeds 180 days, the hotel reserves the right to charge a reasonably higher price than the agreed one, if the common accommodation prices have demonstrably risen meanwhile.

The invoices of the hotel for accommodation and event services without indication of the payment period shall be paid without deduction within 10 days after receipt. Interest can be levied on arrears according to the legal rate, or a reasonably higher rate, if the hotel has actually incurred a more considerable damage.

7. The bills shall be paid in cash. Concerning individual guests, cash payment or credit card payment is accepted on arrival or departure day. Vouchers are subject to special provisions. The guest is not entitled to the refund of the price for services, which he doesn't make use of.

If it should happen that the guest fails by mistake to settle a provided service, the hotel reserves the right to charge the arrears after the departure or to debit the credit card with the amount.

8. Claims and rights emanating from agreements with the hotel cannot be ceded to a third person without the consent of the GmbH.

9. When the value of preliminary outlays exceeds € 500 a down payment of 50 % of the overall amount is required prior to the stay or event.

10. If travel groups are accommodated at the hotel or if a meal in the restaurant is booked for groups of a fixed number of persons, the overall price is expected to be settled 10 days prior to the stay or the event, unless payment at the hotel has been agreed.

### **§ 4 Rescission of the contract**

1. The contractual parties, the hotel and the ordering party (guest or operator), can only rescind the contract for an important reason.

2. If the hotel accepts the cancellation, a handling fee of € 30 shall be paid by the rescinding party, unless a compensation for losses is charged.

3. The rescission shall be considered justified in the event of:

- "force majeure"
- unauthorized use of the guest rooms or meeting rooms by a third person without consent of the GmbH
- payment default concerning the agreed down payment despite the extension of the payment period

4. Any kind of promotional event and the sale or distribution of merchandises in the whole hotel area requires the prior consent of the hotel. If an organizer intends to advertise in public media for his event, he needs also the authorization of the hotel. If the advertising is carried out without the prior consent of the hotel, and if this interferes considerably with its interests, the hotel is entitled to cancel the event. In such a case the organizer has to pay a reasonable indemnity according to the agreed hire price of the rooms.

After prior caution, the GmbH may also be entitled to suspend the event without compensation, if the event could threaten the smooth running of the hotel business, the security or the reputation of the hotel or the safety of its guests.

## **§ 5 Cancellation of bookings or events**

1. The written cancellation of a booked guest room or of a hired meeting room is free of charge, provided that the room can be hired to a third person without losses. Special agreements with the hotel need to be laid down in writing.

2. If the booking of a room is cancelled, and if the room cannot be hired to a third party, the following cancellation fees have to be paid (the deductions take into account the saved expenditures of the hotel):

- accommodation with breakfast: 80 % of the agreed price
- half board accommodation: 70 % of the agreed price including the half board supplement
- full board accommodation (or supplementary services): 60 % of the agreed price including the full board supplement or the extra charges
- if a banquet is cancelled, the charged losses (except room hire) include 60 % of the agreed price for the services and € 7.50 per person for the loss of beverage sales (VAT included), unless the beverages were included in the agreed price

3. The hotel is expected, acting in good faith, to hire, as far as it is possible, vacant guest rooms or meeting rooms to third parties in order to avoid losses and to minimize the cancellation charges.

4. Taking out a travel insurance protects the guest from financial losses due to a cancellation.

## **§ 6 Options**

1. Options are generally maintained until the end of the agreed option period. The hotel reserves the right to hire guest rooms or meeting rooms to a third party after the option period has expired. The definite reservation concerning an option has to be done in writing.

## **§ 7 Modification of the number of participants or of event dates**

1. Any modification of the agreed and calculated number of participants of up to 5 % subsequent to the conclusion of the contract requires the approval of the hotel. It has to be notified at least 10 days prior to the date of the stay or of the event. If the number of participants is reduced, only 80% of the losses of the hotel will be charged. If the reduction exceeds 5 %, the charges are calculated on the basis of the initially agreed number diminished by 5 %.
2. If the number of participants is higher than agreed, provided that the hotel is able to cope with it, the price is calculated on the basis of the effective number of participants.
3. If the initially agreed event schedule is modified without prior approval of the provider, the hotel is entitled to charge additional costs, unless the hotel is responsible for the modification.
4. The definite number of participants as well as the required equipment and the seating arrangement have to be notified 10 days prior to the stay or the event in order to allow an adequate organization.

## **§ 8 Self-catering**

1. Self-catering during an event requires the written consent of the hotel. In such a case the legal provisions, for example the rules of the HACCP, have to be respected. In order to compensate the overhead costs, the hotel is entitled to charge an amount according to a special agreement.
2. If there is no special agreement, a charge of € 10.00 per participant shall be deemed justified even without documentation. The same charge is applicable when the participants eat and drink their own food and drinks in the rooms of the hotel, since the organizer, as ordering party, shall be held responsible for the fulfilment of the contract.
3. If cake, wine or other food is brought for an event in the restaurant, the service staff of the hotel must be informed in advance. A corkage fee between € 2.50 and € 5.00 is levied per bottle plus a cover charge of € 1.50 per person.

## **§ 9 Technical equipment and fittings**

1. When the hotel orders technical and other equipment from a third party for an event, it is deemed to act on behalf of the organizer, who shall be held responsible for the proper handling and the orderly restitution of the hired equipment. The organizer exempts the hotel from any liability towards a third party arising from damage to the hired equipment. Whenever the hotel incurs transport costs due to the collection etc. of technical equipment these expenses can be charged.
2. The use of the organizer's own electrical equipment and its connection to the electric system of the hotel requires the written consent of the hotel. The ordering party (guest or organizer) are liable for dysfunctions or damages concerning technical facilities of the hotel arising from the use of such equipment, unless the hotel shall be held responsible. The hotel is entitled to record and to charge the energy costs plus a supplement for peak periods of consumption due to the use of the technical equipment.

3. The use of telecommunication and data transmission systems, radio, music or videos requires the authorization of the hotel. The organizer shall apply for the necessary permissions and settle on the spot the corresponding fees (for example connection or copyright fees) in order to exempt the hotel from any liability. The common fees are levied, even if the own technical equipment is used and the hotel remains anyway liable for the payment. If there is no special agreement, the rates of the price list of the hotel will be charged.

4. Whenever dysfunctions should arise concerning the technical facilities or other equipment provided by the hotel, the contractor shall immediately seek to resolve the problem. The organizer is only entitled to withhold the payment or to claim a price reduction, if the hotel shall be held responsible for the dysfunctions. The claims are limited to the charged connection or hire fee. Further claims for damages are generally excluded.

### **§ 10 Liability for personal objects**

1. Exhibition items or other personal objects brought to the hotel are kept in the rooms of the hotel at the risk of the guest or of the organizer.

2. The safekeeping requires the explicit agreement between the guest and the hotel. Even if a safekeeping contact exists, the hotel shall only be held liable for damages arising from "intent" and "gross negligence". The liability shall be limited to the insurance coverage.

3. The organizer shall be held responsible for the exclusive use of authorized objects (for example the use of decoration material, which complies with the fire prevention rules). In order to avoid damages due to the installation of objects and decorations, which has to be agreed previously with the hotel, the fixing devices may only be attached to places intended for such a purpose. It is strictly prohibited to attach nails, pins and other fixing items to walls, ceilings, wood panellings, doors, floors and window frames.

4. The organizer shall be liable for damages caused during the installation of objects and material.

5. Property left behind is only handed back upon request at the expense and at the risk of the guest within a keeping period of one year. Afterwards the objects are removed without possibility to claim compensation.

6. The safekeeping of personal items requires a special agreement between the guest and the hotel. The hotel shall only be held liable for damages due to intentional or grossly negligent action. The liability is restricted to the insurance coverage.

7. The guest or the organizer shall be held responsible that any item brought to the hotel complies with the legal provisions and administrative rules. If there serious doubt, the hotel is entitled to demand a certificate released by a competent authority.

### **§ 11 Order and liability of the organizer for damages**

1. The organizer is liable for all damages caused to the building and to the hotel facilities or to the employees of the hotel by participants or visitors of the event, by the staff or agents or by the organizer himself.

2. If perilous goods are unlawfully brought to the hotel or if damages occur, which the organizer shall be held responsible for, including damages caused by third parties during the event, the hotel is entitled to demand an adequate security deposit or a surety according to the expected damage at its discretion from the guest or the operator or the participants or the employees of the organizer.

3. The organizer/ordering party is liable for the payment of unsettled bills, due to the order or the consumption of food and drinks by participants or visitors of the event.

## **§ 12 Legal effectiveness of the contract**

The contract issued by the provider (hotel) shall be signed and send back within 14 days after its release by the hotel.

The contract, which is concluded once the signed document is sent back, is binding for both parties. If the contract is limited to the room hire without consumption of food or beverages, the room hire rate shall be paid in advance in cash or by credit card. If the room hire price isn't paid within 14 days, the contract becomes invalid. If the period between the conclusion of the contract and the event is shorter, the agreed amount shall be paid prior to the event. Otherwise the hotel is entitled to withdraw from the agreement.

## **§ 13 Authorization**

The organizer is required to give written notice of the event and to request permission from competent authorities, such as the "Office for Public order" or the "Gema" (German Music Copyright Agency).

## **§ 14 Wake-up service**

1. The hotel is anxious to carry out with greatest carefulness wake-up orders either by technical devices or by its staff. Yet, claims for damages arising from failure are excluded.

## **§ 15 Letters and parcels**

1. Messages, letters and parcels sent to the attention of the organizer or of participants or visitors of the event are handled with greatest carefulness. The hotel keeps them and hands them over or sends them to a forwarding address upon request for a fee. Any liability for the loss, delays or damages is excluded.

## **§ 16 Festival period (20 July - August 29)**

1. Reservations are confirmed in writing by the hotel. With the receipt of the confirmation the contract becomes effective. The guest shall in turn acknowledge in writing the receipt of the confirmation within a reasonable time. Only written cancellations are dealt with.

2. In order to secure the reservation the prepayment of the overall price is required by bank transfer to our current bank account at least 2 weeks before the arrival.

3. Instead of the advance payment the guest may also provide the number and the expiration date of the credit card in order to guarantee the reservation.

4. If the booking of the room is cancelled before June 30, no cancellation fee is charged. Afterwards refund is only possible, if the room can be hired to other guests.

5. In the event of no-show on the agreed arrival day, the whole reservation is annulled and the overall price of the booking is charged. The room will be considered available for other guests.

6. Table reservations in the restaurant are maintained up to 60 minutes after the end of the festival performance. Afterwards the table is considered available for other guests. The guests are asked to inform the hotel staff of a slight delay in the arrival.

### **§ 17 Arrival without prior booking**

1. If no accommodation contract is concluded in advance, the hotel and its employees shall be entitled to demand a credit card from the guest and to store safely its data.

2. If the guest hasn't got a credit card, the GmbH and its employees are entitled to require an identity card in order to take down personal details.

### **§ 18 Final provisions**

1. Modifications and supplementary provisions concerning the accommodation agreement must be laid down in writing.

2. The general terms and conditions are accessible to everybody at the hotel. The contractor shall hand over the document containing the general terms and conditions to the guest or the organizer, if the contract is concluded orally.

The GTC can also be read on the website [www.hotel-lohmuehle.de](http://www.hotel-lohmuehle.de). Upon request they will be made available in written form.

If the contract is concluded by fax, by letter or by other communication forms, the guest is deemed to agree with the GTC as noted in all documents of the hotel.

3. The seat of the hotel shall be considered the place of fulfilment and of payment.

4. If single stipulations of these general terms and conditions are or become ineffective, the other provisions remain valid. The contractual parties are held to replace invalid stipulations by valid provisions, which shall correspond, as far as possible, to the previous stipulations as to the meaning and to the purpose.

5. The court of Bayreuth shall be the competent jurisdiction for legal action in commercial matters, including controversies arising from payment by check or by bill of exchange, provided that one contractual partner meets the conditions of §38, 1 ZPO (Civil Procedure Rules).

6. The contracts are governed by the German law.

Last update: December 23, 2005

**Group rates from 10 persons on**  
(January 1, 2012 to December 31, 2012)

**The Hotel "LOHMÜHLE",**

built on the foundation walls of an ancient sawmill and tannery, is romantically and tranquilly located in a natural environment, yet not far from the town centre of Bayreuth.

**Rates per room and day, including the abundant buffet breakfast**

Period	January, February, March, April, November, December	
	1 night	from 2 nights on
Single room	€ 58.00	€ 56.00
Double room	€ 94.00	€ 92.00
Period	May, June, July, September, October	
	1 night	from 2 nights on
Single room	€ 63.00	€ 61.00
Double room	€ 96.00	€ 94.00

**The abovementioned rates are not valid from July 20 to August 29, 2012**

Half board: € 17.00 per person and day, 3 course menu according to the suggestion of our chef

The rates are for groups of at least 10 persons and include the VAT.

A supplement of € 4.00 per person (check-in/check-out) is charged for the luggage service. Parking space for the coach is available in front of the house.

Our rooms, equipped with shower or bathtub, WC, hairdryer, cable television, direct dial telephone with fax and modem facility, radio and a small refrigerator, invite for restful moments. Mineral water is available free of charge in the room. Wifi internet access is available in the public areas of the hotel.

We offer several non smoking rooms. The annex features a lift.

Enjoy culinary pleasures in our typical Franconian restaurant or in summer on our marvellous terraces. Our restaurant rooms are air-conditioned and there is a separate non smoking area. The smoke free room is our breakfast room.

We will be pleased to welcome you in our house. Don't hesitate to contact us, if you have any queries or wishes. We are always at your disposal.

**We are looking forward to receiving your booking request!**

## **Contractual conditions**

### **OPTION**

The option period ends 8 weeks prior to the arrival

### **CANCELLATION PERIOD**

The whole booking can be cancelled without incurring a cancellation fee until 56 days/8 weeks prior the agreed arrival.

If the booking is cancelled later, 80 % of the agreed price will be charged to compensate the losses.

### **DEPOSIT**

At the end of the above indicated option period we will send you an invoice for the fix group reservation. The down payment is expected to be credited to our account not later than 30 days prior to the agreed arrival.

### **BANKING ARRANGEMENT**

Lohmühle GmbH

Bank: HypoVereinsbank Bayreuth

Bank account: 30 11 852

Bank sort code: 773 200 72

IBAN: DE84 7732 0072 0003 0118 52

BIC: HYVEDEMM412

### **SETTLEMENT OF THE REMAINING AMOUNT**

The remaining amount is payable at the hotel prior to the departure.

**Group rates from 20 persons on**  
(January 1, 2012-December 31, 2012)

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**Rates per room and day, including the abundant buffet breakfast**

Period	January, February, March, April, November, December	
	1 night	from 2 nights on
Single room	€ 45.00	€ 44.00
Double room	€ 83.50	€ 82.00
Period	May, June, July, September, October	
	1 night	from 2 nights on
Single room	€ 48.00	€ 47.00
Double room	€ 85.00	€ 83.00

**The abovementioned group rates are not valid from July 20 to August 29, 2012**

Half board: € 17.00 per person and day, 3 course menu according to the suggestion of our chef

The rates are for groups of at least 20 persons and include the VAT.  
If the group consists of at least 20 persons (adults) one single room is free of charge.

A supplement of € 4.00 per person (check-in/check-out) is charged for the luggage service.  
Parking space for the coach is available in front of the house.

Our rooms, equipped with shower or bathtub, WC, hairdryer, cable television, direct dial telephone with fax and modem facility, radio and a small refrigerator, invite for restful moments. Mineral water is available free of charge in the room. Wifi internet access is available in the public areas of the hotel.

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