

General Terms and Conditions (GTC) for Events

Hotel Der Waldkater GmbH

Waldkaterallee 27, 31737 Rinteln

Represented by the Managing Directors Piergiulio Ruhe & Kemal Yilmaz

Effective: October 2025

1 SCOPE OF APPLICATION

1.1 These General Terms and Conditions apply to all contracts for the rental of conference, banquet, and event rooms of the hotel for events such as banquets, seminars, meetings, exhibitions, presentations, as well as all other related services provided by the hotel.

1.2 Subleasing or further renting of rooms, spaces, or display cases, as well as invitations to job interviews, sales, or similar events, require the prior written consent of the hotel. Section 540 paragraph 1 sentence 2 of the German Civil Code (BGB) is excluded insofar as the client is not a consumer.

1.3 General terms and conditions of the client apply only if expressly agreed in writing in advance.

2 CONTRACT CONCLUSION, LIABILITY, STATUTE OF LIMITATIONS

2.1 Contractual partners are the hotel and the client. The contract is concluded upon acceptance of the client's application by the hotel. The hotel may confirm the booking in writing.

2.2 The hotel is liable for damages resulting from injury to life, body, or health. It is also liable in cases of intentional or grossly negligent breach of duty, including breaches of contractual obligations. Breaches by agents or legal representatives are attributed to the hotel. Further claims for damages are excluded, unless otherwise specified in Section 9. The client is obliged to contribute to minimizing any potential damage.

2.3 Claims against the hotel generally expire after one year from the statutory due date. Claims for damages expire within five years, unless they concern life, body, health, or liberty. Different limitation periods apply in cases of intentional or grossly negligent breaches.

3 SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1 The hotel shall properly provide the services ordered and confirmed.
- 3.2 The client shall pay the agreed prices for the booked services and for third-party services advanced by the hotel.
- 3.3 Prices include statutory VAT. Changes in VAT or local charges will be adjusted accordingly.
- 3.4 Invoices without a due date are payable within 10 days without deduction. Default interest applies according to statutory provisions.
- 3.5 The hotel may require an appropriate advance payment or security deposit at the time of contract conclusion or during the course of the contract.
- 3.6 In case of payment default or extension of the scope of the contract, the hotel may request an increase of the advance payment up to the total agreed remuneration.
- 3.7 The client may only offset undisputed or legally established claims against claims of the hotel.

4 CLIENT CANCELLATION

- 4.1 The client may only withdraw if expressly agreed in the contract or with the hotel's consent.
- 4.2 Free cancellations are only valid until the agreed deadline.
- 4.3 Without a cancellation right, the hotel retains the claim to the agreed remuneration, minus saved expenses.
- 4.4 Cancellation between 8 and 4 weeks before the event: 35% of the lost food revenue; later 70%.
- 4.5 Calculation of food revenue is based on menu/buffet price × number of participants.
- 4.6 For conference packages, 60% applies between 8–4 weeks, 85% for later cancellations.

5 HOTEL CANCELLATION

5.1 The hotel may cancel if requests from other clients exist and the client does not waive the right to cancel.

5.2 If the required advance payment is not made after the grace period, cancellation is permitted.

5.3 The hotel may cancel for justified reasons, e.g., force majeure, false information, safety risks, illegal purpose, or violation of Section 1.2.

5.4 A justified cancellation by the hotel does not entitle the client to damages.

6 CHANGES IN PARTICIPANT NUMBERS AND EVENT TIMES

6.1 Increases in the number of participants by more than 5% require the hotel's approval; billing is based on the actual number of participants, at least 95%.

6.2 Reductions of more than 5% must be reported in advance; billing is based on the actual number of participants, at least 95%.

6.3 Reductions of more than 10%: the hotel may change rooms if reasonable.

6.4 Changes to the start or end times: the hotel may charge for additional services.

7 BRINGING FOOD AND DRINKS

Bringing food or drinks requires agreement. A cost contribution may apply.

8 TECHNICAL EQUIPMENT AND CONNECTIONS

8.1 Third-party equipment: the hotel acts on behalf and account of the client; the client is liable.

8.2 Own devices: use only with consent; damages are the responsibility of the client.

8.3 Phone/data connections: a connection fee may apply.

8.4 Unused hotel equipment: compensation may be charged.

8.5 Malfunctions will be remedied if possible; payments remain due.

9 LOSS OR DAMAGE OF BROUGHT ITEMS

9.1 Storage is at the client's own risk; the hotel is liable only for intent or gross negligence.

9.2 Decorations must comply with fire safety; proof may be requested.

9.3 Items must be removed after the event; otherwise, storage or usage fees apply.

10 CLIENT LIABILITY FOR DAMAGES

10.1 Entrepreneurs are liable for all damages caused by participants or employees.

10.2 A security deposit may be required.

11 FINAL PROVISIONS

11.1 Changes or additions must be in writing; unilateral changes by the client are invalid.

11.2 Place of performance and exclusive jurisdiction: Rinteln.

11.3 German law applies; UN Sales Law excluded.

11.4 If individual provisions are invalid, the validity of the remaining provisions remains unaffected.