

## GENERAL TERMS AND CONDITIONS

We will spare no effort to make your stay as pleasant as possible. It is in our mutual interest that you are aware of the services we offer, the liabilities we accept and the obligations you have towards us. In addition we point to you that this document contains a data collection declaration of consent for all participants and contact persons involved in the organization of and participating in your event as the contracting partner.

### Registration

- a) The Agreement shall be deemed concluded as soon as the rooms, facilities and other services have been ordered and confirmed. Any additions or amendments shall have to be agreed upon with Marbach Castle and shall not be valid in law without our written confirmation.
- b) Booked hotel rooms shall be available to guests from 3 p.m. on the day of arrival to 10 a.m. on the day of departure. Any extension or earlier arrival shall be agreed upon with Marbach Castle in advance.

### Services and Prices

- a) The services covered by the Agreement are advertised in the brochure and documented in the booking confirmation. Any refund for services that have been paid for but not been made use of shall be ruled out.
- b) Prices include the statutory current value-added tax, as well as service charges. Prices may be changed without prior notice.
- c) If the period between the conclusion of the Agreement and the event exceeds three months Marbach Castle shall reserve the right to change prices.
- d) In the event of inflation rate increase of more than 3% (Source: Federal Statistical Office Germany, Basis-Year/Month: 2022/03) we reserve the right to adjust our prices by the inflation rate increase at least.
- e) An increase in the VAT rate on meals, will be added in the corresponding amount.

### Cancellations

Marbach Castle has to be notified of any cancellations in writing as a matter of principle. The following terms of notice and subsequent invoicing shall apply:

- |                                       |      |  |
|---------------------------------------|------|--|
| - 90 days or more prior to the event: |      | complete cancellation without charges;                                 |
| - 89 to 30 days prior to the event:   | 50%  | of all services agreed upon (rooms, seminar facilities)                |
| - 29 days or less prior to the event: | 80%  | of all services agreed upon (rooms, seminar facilities)                |
| - 9 days or less prior to the event:  | 100% | of all services agreed upon (rooms, seminar facilities, catering etc.) |

The cancellation of the set term or date does not only apply to groups, but also to individuals within the arrangement.

The host of the event advises Castle Marbach of the final number of participants at least 10 days prior to the start of the event.

### Liability

- a) The Client shall be liable in any case without proof of fault for any damage or loss in respect of premises and equipment caused by the Client's participation in the course of the event. It shall be incumbent on the Client to take out adequate insurance to cover such contingencies.
- b) In accordance with the German Federal Civil Code, Marbach Castle shall be liable for property brought to Marbach Castle by guests to a maximum amount of € 2,500. Marbach Castle shall not be liable for such property if the rooms or containers in which such property has been deposited by guests are left unlocked. Marbach Castle shall only be liable for money and valuables to the maximum amount of € 700 in accordance with the German Federal Civil Code (Art. 701).
- c) In as much as Marbach Castle provides technical or other equipment for the Client from third parties Marbach Castle shall act on behalf of and on account of the Client. The Client shall be liable for the careful handling and appropriate return of such equipment and shall indemnify Marbach Castle against liability towards third parties arising from the Client's use of such equipment.
- d) Marbach Castle shall not be liable for accidents occurring in the course of leisure and sports activities and during Team Formation Programs.

### Payment Terms

Our invoices shall be paid within 10 days from invoice date without any deductions whatsoever. In the event of overdue payment the actual arrear interest is calculated in accordance to the Law on Expedition of Default Payments.

### Data Protection declaration of consent

By signing the general terms and conditions you are declaring your consent to data protection policy regarding the organization, execution and communication before, during and after the provisions of the contractual obligations outlined based on GDPR legislation.

### General Provisions

- a) Should any part of any of the above provisions be or become ineffective this shall not affect the validity of the Agreement or of any other provision. Ineffective provisions shall be replaced by such valid provisions as will, in financial terms, come closest to both parties' intended purposes.
- b) The right to correct errors, misprints and miscalculations shall be reserved.
- c) The place of performance and the place of jurisdiction shall be the legal domicile of Marbach Castle.