

# General terms and conditions of the Retreathaus Berghof e.V.

The following general terms and conditions in the version dated May 1, 2024 apply to all events of the Retreathaus Berghof e.V. (as the organizer) and for registration and booking of event rooms, accommodation and meals in the Retreathaus Berghof from 2024-05-01.

# **1.** Event registration / room and catering booking:

### 1.1. Events by Retreathaus Berghof e.V. (as organizer or co-organizer)

Event registrations and room bookings are to be made in writing, using the registration form (www.retreathaus-berghof.de) or by e-mail to <u>office@retreathausberghof.de</u>. Registration deadlines are mentioned in the event text. Registration / booking by telephone is only possible in exceptional cases. The Registration is binding upon receipt.

# **1.2.** Venue Retreathaus Berghof for external organizers

Only events that comply with our statutes can be accepted. The booking of the Retreathaus Berghof as an event location by external organizers is for both contractual partners binding after the reservation has been confirmed.

#### 1.3. Room and board booking

For events that are not organized by the Berghof, we only take the bookings of accommodation and / or meals. Your reservation is binding upon receipt of a reservation confirmation.

# **2.** Program and appointment changes / appointment cancellation or postponement:

#### 2.1. Events by Retreathaus Berghof e.V. (as organizer)

If an event cannot take place due to an insufficient number of participants or has to be canceled or postponed for urgent reasons we will contact you immediately and as quickly as possible. Please also note our current information on the Internet at www.retreathaus-berghof.de. Please inform yourself before the start of the event. We will make a payment refund promptly. The room and meal bookings will be canceled free of charge. Further claims against the retreat house Berghof e.V. do not exist.

Our request: Register early. This not only secures your place, it also enables us better organization, especially with regard to possible course cancellations due to (supposedly) too few participants.

### 2.2. Venue Retreathaus Berghof for external organizers

For events that are not organized by the Berghof, the Berghof Retreat House serves only as an event location, agreements between the contracting parties shall apply.

### 3. Payment terms:

Event fees and costs for accommodation and meals are in accordance with the payment conditions listed on the invoice to the account of Retreathaus Berghof e.V.

### 4. Discounts:

For social reasons, the organizer can reduce the course fee in individual cases. The amount of the discount depends on the type of event.

# 5. Prevention / withdrawal from the event / booking cancellation:

Withdrawal or cancellation must be made in writing, if possible by email to office@retreathaus-berghof.de. The time of withdrawal is the receipt of your message by email or letter during the normal business hours of Retreathaus Berghof e.V.

### 5.1. Cancellation fee

- In case of withdrawal up to 21 days before the start of the event, there is no cancellation fee for members of Berghof e.V. The fee for non-members is € 25 for the event booking.
- In case of cancellation 20 8 days before the start of the event, 20% of the event / overnight stay will be charged if no substitute participant is provided.
- If you withdraw from the 7<sup>th</sup> day before the start of the event, 80% of the event /accommodation and food costs are due if no substitute participant is provided.
- In the event of no-show without cancellation or early departure, 100% of the event/ accommodation and food costs are due.

# **5.2. Venue Retreathaus Berghof for external organizers**

If an external organizer cancels the booking of Retreathaus Berghof as an event venue, the following rules apply, unless otherwise agreed between the contracting parties.

# 5.2.1 Event costs (seminar flat rates / room costs)

- Cancellations up to 6 weeks before the start of the event will incur a processing fee of € 120 for the reservation of the venue.
- In the event of withdrawal 6 4 weeks before the start of the event, an event fee of €
  120.00 for the reservation of the house plus € 25.00 per registered or announced
  participant will be charged.
- Cancellations from the 3rd week before the start of the event will be charged according to the expected number of participants
  - up to 20 participants € 300 per course day
  - 21 40 participants 500 € per course day
  - 40 participants 700 € per course day

plus a cancellation fee of  $\notin$  25 for each registration already made.

• In the event of non-attendance without cancellation or early departure, 100% of the event / accommodation and catering costs will be charged.

#### 5.2.2 Cancellation of individual participants

The costs and deadlines described in 5.1. apply.

#### 6. Sound and image recordings:

Audio and video recordings of any kind are prohibited during the event without express written permission. The audio recordings provided to the participant by the organizer are protected by copyright and are intended for personal use only. The audio recordings may only be reproduced and passed on to third parties with the prior written permission of Retreathaus Berghof e.V..

#### 7. Accompanying written material

Written accompanying material is protected by copyright and is intended for the personal use of the participant only. Reproduction of the lesson transcripts and the accompanying written material (in whole or in part) as well as passing them on to third parties is only permitted with the prior written consent of Retreathaus Berghof e.V..

#### 8. Consequences of breaches of regulations

In the event of a breach of these terms and conditions or of staff instructions, the staff may refuse the participant access to the event or exclude him/her from further attendance at the event.

#### 9. Limitation of liability

Attendance at the event is at your own risk. Retreathaus Berghof e.V. accepts no liability for any physical or psychological damage that may result from participation in an event. Liability for property damage and financial loss is limited to cases of intentional and grossly negligent conduct on the part of the organizer or its legal representatives and vicarious agents. In the event of personal injury, the organizer shall only be liable for culpable breaches of duty by its legal representatives or vicarious agents. Defects in the execution of the event and/or damage that has occurred must be reported to the organizer immediately on site, otherwise the participant loses his claims to subsequent performance or reimbursement of the entrance fee, unless the defect is due to intentional conduct on the part of the organizer or his legal representatives and vicarious agents.

#### **10.** Data processing and use

The addresses and other data provided during registration will be stored and processed electronically. They may also be used for additional information in the course of the event. If further information about Retreathaus Berghof e.V. is expressly requested, the data may be used accordingly.

# **11. Partial invalidity**

The invalidity or illegality of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining parts of the contract. The omitted provision(s) shall be deemed to be replaced by another provision which realizes the original intended purpose as far as possible in conformity with the law

# 12. Applicable law/jurisdiction

All legal relationships and agreements between the owner and the organizer are subject to German law. The place of jurisdiction for all disputes arising from this contractual relationship is Aschaffenburg, in the case of dunning procedures AG Coburg as the place of the event or place of fulfillment.

Amendments to this agreement must be made in writing; there are no verbal collateral agreements.