

SCHLOSS  
SAARECK

GÄSTEHAUS

THE  
BANQUET





## CONTENTS

- History of Saareck Castle
- Event rooms at a glance
- Getting married in a castle ambience
- There's always something to celebrate
- Leisure activities
- Location and arrival
- Terms and conditions

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## Welcome to the Saareck Castle

In 1901, newly-weds Adeline von Boch, née Freiin von Liebieg from Reichenberg/Liberec, Bohemia, and Luitwin von Boch – Managing Director of Villeroy & Boch from 1917 until 1932 - decided to build a house. The location was the former “Saarecks Ländchen” area, converted into an English-style park by ancestor Eugen von Boch. They appointed the renowned Cologne-based architect Ludwig Arntz, who was both a master builder and a monument conservator. He succeeded in constructing the Historicism-style architectural gem.

Construction started on 5 July 1902 and the couple were able to take up residence in Saareck Castle as early as 1903. An extension was added to Saareck Castle in 1911 and 1912, planned by the architect Eugen Schmohl. Until the middle of the Second World War, Saareck Castle was the residence of the family of Luitwin II, the eldest son of the couple who had died suddenly in 1932. Luitwin II (1906-1988) steered Villeroy & Boch’s fate for a total of forty years.

During the Second World War, in 1942, Luitwin von Boch had Saareck Castle converted into a military hospital with a large red cross on the roof, protecting it from destruction. During the period immediately after the war, the Castle was used as an administration building by the occupying forces. After 1946, many Villeroy & Boch employees whose homes had been destroyed, as well as refugee relatives of the von Boch family, found shelter in Saareck Castle.

In 1954, Luitwin II von Boch transferred his family home of Saareck Castle to Villeroy & Boch. It became the guest house of the company Villeroy & Boch.



We look forward to giving you the chance to enjoy  
a festive time at the castle!

Your castle team!



## EVENT ROOMS AT A GLANCE



The Large Dining room has plenty of space for long tables. It is the perfect setting for stylish weddings and lavish parties, whether small or large.



## EVENT ROOMS AT A GLANCE



Old Strasbourg – here you can enjoy an atmospheric ambience in a small group.



Anna Boch – Perfect for small celebrations or meetings.



## EVENT ROOMS AT A GLANCE



The Green Room is the place for a dinner for two or a small business meeting with plenty of privacy.



Quietly located on the second floor, the Yellow Room offers a wonderful view of the Saareck Park and the Old Abbey on the opposite side of the Saar River.



## EVENT ROOMS AT A GLANCE



The Small Dining Room is the place to enjoy fresh coffee or tea as well as the savoury and sweet delicacies of our breakfast buffet.



The Winter garden is an ideal place to relax after a meal.



## EVENT ROOMS AT A GLANCE



Our impressive lobby is the place for you to read a newspaper or enjoy your aperitif before dinner.



The castle terrace beckons you to enjoy the view of the park and the adjacent Saar River.



## EVENT ROOMS AT A GLANCE



Enjoy a good single malt whiskey in front of the fireplace or a dance on the parquet. The Fireside Lounge can be adapted to suit your wishes.



Foto: [www.elmarfeuerbacher.de](http://www.elmarfeuerbacher.de)



## CAPACITY OF THE PREMISES

	SURFACE IN m <sup>2</sup>	DAYLIGHT	BLOCK TABLE	U-SHAPED/T-SHAPED TABLE	SEMI-CIRCLE	ROWS OF CHAIRS	BANQUET (TABLES OF 4-8 PEOPLE)	STANDING RECEPTION
LARGE DINING ROOM	97.95	YES	to 46	to 40	to 60	80	80	140
SMALL DINING ROOM	33.27	YES	/	/	/	/	/	60
ANNA BOCH	42.15	YES	to 18	12	15	40	28	40
OLD STRASBOURG	19.49	YES	10	/	/	/	/	/
GREEN ROOM	8.57	YES	4	/	/	/	/	/
YELLOW ROOM	12.51	YES	6	/	/	/	/	/
FIRESIDE LOUNGE	112.06	YES	40	40	50	80	80	140
WINTER GARDEN	29.42	YES	/	/	/	/	/	20



## TECHNICAL DETAILS AND COSTS

	SURFACE IN m <sup>2</sup>	LENGTH IN m	WIDTH IN m	HEIGHT IN m	ROOM RENTAL PER DAY	TERRACE USE	INTERNET ACCESS
LARGE DINING ROOM	97.95	17.41	6.50	3.64	€350	YES	W-LAN
SMALL DINING ROOM	33.27	11.22	5.00-6.50	3.95	€210	YES	W-LAN
ANNA BOCH	42.15	7.09	5.61	3.95	€230	YES	W-LAN
OLD STRASBOURG	19.49	5.61	3.70	3.93	€150	YES	W-LAN
GREEN ROOM	8.57	3.95	2.45	3.95	€95	YES	W-LAN
YELLOW ROOM	12.51	3.87	3.20	4.00	€135	YES	W-LAN
FIRESIDE LOUNGE	112.06	14.83	7.45	5.03	€350	YES	W-LAN
WINTER GARDEN	29.42	6.03	4.90	5.00	0 €		

STAFF COSTS  
(NIGHT SUPPLEMENTS APPLY)

€39,00 PER  
EMPLOYEE/HOUR



A romantic dinner table setting featuring a central floral centerpiece in a glass vase, surrounded by several lit candles in glass holders. The scene is warmly lit, creating a cozy and intimate atmosphere. The background is softly blurred, showing more of the table and possibly other diners.

CELEBRATING IN  
THE CASTLE:  
YOUR PARTY

WE'RE HAPPY TO PROVIDE  
YOU WITH INDIVIDUAL AND  
PERSONALISED ADVICE



## LOCATION AND ARRIVAL

### How to reach us:

#### Arrival by car:

From Cologne or Koblenz take the A1 to Trier, then continue on the B51 towards Saarbrücken to Mettlach. At the roundabout, turn right at the first exit towards Orscholz. After crossing the Saarbrücke (Saar Bridge), immediately turn right onto the first street and follow the signs for Schloss Saareck.

From Luxembourg via Remich/Perl, continue on the A8 to exit 5 – Merzig – Schwemlingen. Continue on the B51 towards Trier/Mettlach/Besseringen. Take the Besseringen bypass in the direction of Mettlach. At the roundabout, turn right at the second exit towards Orscholz. After crossing the Saarbrücke (Saar Bridge), immediately turn right onto the first street and follow the signs for Schloss Saareck.

From Karlsruhe, take the A5 towards Kaiserslautern/ Saarbrücken, then the A8 towards Luxembourg. Leave the motorway at exit 5 – Merzig – Schwemlingen. Continue on the B51 towards Trier/Mettlach/Besseringen. Take the Besseringen bypass in the direction of Mettlach. At the roundabout, turn right at the second exit towards Orscholz. After crossing the Saarbrücke (Saar Bridge), immediately turn right onto the first street and follow the signs for Schloss Saareck.

#### Arrival by train:

From Koblenz via Trier, continue in the direction of Saarbrücken to Mettlach. Or from Mannheim via Kaiserslautern and Saarbrücken, and then in the direction of Trier. We are a 15-minute walk from the railway station. Go towards the Saar, then towards Orscholz. After crossing the Saarbrücke (Saar Bridge), immediately turn right onto the first street and follow the signs for Schloss Saareck.

#### Arrival by plane:

Saarbrücken Airport is about 45 minutes away.

Luxembourg Airport is about 45 minutes away.



## LEISURE ACTIVITIES

### Cultural:

- Trier, the oldest city in Germany: Visit the Porta Nigra, the cathedral and the Kaiserthermen imperial baths
- Völklingen Ironworks World Cultural Heritage Site: The World Cultural Heritage Site at the Völklingen Ironworks is one of currently 39 UNESCO World Heritage Sites in Germany. In terms of its importance, it stands on an equal footing with the Egyptian pyramids, the Great Wall of China, Cologne Cathedral or the Great Barrier Reef in Australia. About 33 minutes away by car.
- Saarschleife: The landmark of Saarland with the "Cloef" lookout point. Unique natural wonder created by the sheer power of water. The most beautiful and best-known view of the Saarschleife is offered by the "Cloef" lookout point, perched 180m above the river in the district of Orscholz, about 10 minutes away by car.
- Roman Villa Borg. The Roman Villa Borg Archaeological Park presents the various aspects of Roman rural life in a highly impressive way. The facility is the only one of its kind in all of Europe. About 20 minutes away by car.

### Sporting activities:

- Cycling along the Saar directly from Saareck Castle
- Hiking on premium hiking trails and breath-taking routes directly from Saareck Castle
- High ropes course in Merzig
- Golfing on 18-27 hole golf courses
- Weiherhof golf park, Saarbrücken golf course, Kikuoka Canach Remich golf course, Golf de Preisch golf course (France)

### Other:

- Boat trips on the Saar departing from Mettlach
- Saarschleife treetop walkway
- Montclair Castle





# GENERAL TERMS AND CONDITIONS

## § 1 Scope

1. These General Terms and Conditions (hereinafter "Terms and Conditions") apply to all – including future – contracts for the rental provision of guest rooms for accommodation and contracts for the rental provision of conference, banquet and event rooms for the holding of events such as banquets, seminars, conferences etc. as well as for to all other associated services and deliveries that Gästehaus Schloss Saareck Betreibergesellschaft mbH (hereinafter "Schloss Saareck") provides to guests, organisers and other contracting parties (hereinafter "Contracting Party").

2. These General Terms and Conditions (hereinafter "Terms and Conditions") apply to all – including future – contracts for the rental provision of guest rooms for accommodation and contracts for the rental provision of conference, banquet and event rooms for the holding of events such as banquets, seminars, conferences etc. as well as for to all other associated services and deliveries that Gästehaus Schloss Saareck Betreibergesellschaft mbH (hereinafter "Schloss Saareck") provides to guests, organisers and other contracting parties (hereinafter "Contracting Party").

3. Unless expressly stated otherwise, the Terms and Conditions shall apply for the entire duration of the business relationship, without us having to refer to them explicitly. Terms and conditions of the Contracting Party shall not apply unless they are expressly acknowledged by us in writing. These terms Terms and Conditions shall also apply if we perform the service to the Contracting Party without reservation with the knowledge that the latter's terms and conditions conflict with or deviate from our terms and conditions.

4. Contracting parties within the meaning of these terms and conditions are both consumers and entrepreneurs within the meaning of §§ 13 and 14 of the German Civil Code (BGB).

## § 2 Conclusion of contract, contracting party, limitation period

1. The respective contract shall in principle be deemed concluded after oral or written application by the Contracting Party and by acceptance from Schloss Saareck. If Schloss Saareck makes a binding offer to the Contracting Party, the contract is deemed concluded upon acceptance of the offer by the Contracting Party. In both cases, Schloss Saareck is free to accept the application or acceptance in writing, orally, in text form (e-mail, fax) or conclusively, by the provision of services.

2. If the ordering party concludes the contract in the name of a third party, then not this person but the third party rather than the ordering party becomes a contracting party of Schloss Saareck; The ordering party shall inform Schloss Saareck of this in particular in good time before conclusion of the contract and provide the name and address of the actual de facto contracting party.

3. If the ordering party visibly concludes the contract identifiably in the name of third parties or if third parties have commissioned commercial intermediaries or organisational parties for the contractual processing of the contract, the ordering party, intermediary and organisational party shall be jointly and severally liable with the third party who becomes the contracting party for all obligations under the contract, insofar as Schloss Saareck is in possession of the corresponding declarations of the ordering party, intermediary or organising party. Irrespective of this, the ordering party is obliged to forward all booking-relevant information, in particular specifically these Terms and Conditions, to the third parties.

4. All claims made by the Contracting Party or third parties against Schloss Saareck shall in principle become statute-barred after 1 year from the beginning of the knowledge-dependent regular limitation period within the meaning of § 199 paragraph 1 of the German Civil Code (BGB). However, claims for damages against Schloss Saareck become statute-barred, depending on knowledge thereof, no later than 3 years and no later than 10 years after the breach of duty, irrespective of knowledge thereof. These limitations shall not apply,

⇒ in the case of claims based on wilful intent or gross negligence on the part of Schloss Saareck, including its staff

⇒ in the case of damage caused by negligence resulting from injury to life, limb or health.

In the case of negligently caused material and financial damage, the shortened limitation periods shall not apply in the case of violation of an essential contractual obligation, in the case of the assumption of a guarantee as well as in the case of fraudulently concealed defects. Essential contractual obligations are those whose fulfilment characterises the contract and on which the Contracting Party may rely.

## § 3 Services, prices, payment, offsetting

1. Schloss Saareck is obliged to provide the guest rooms booked by the Contracting Party and to provide the services ordered, and agreed and promised.

2. The Contracting Party is obliged to pay the applicable or agreed prices of Schloss Saareck for the provision of the guest room and the additional services used by the Contracting Party. This also applies to services and expenses of Schloss Saareck to third parties initiated by the Contracting Party. The prices of the respective services are determined by the price list valid at the time of the service provision. All prices include applicable taxes and local taxes in effect at the time of conclusion of the contract. Not included are local taxes, which are owed by guests themselves according to the respective local municipal law, such as tourist taxes and cultural promotion taxes (so-called "Bettensteuer"). The Contracting Party shall also bear the aforementioned fees and shall be charged separately. In the event of changes to the statutory value added tax or the new introduction, change or abolition of local duties on the object of performance after conclusion of the contract, the prices will be adjusted accordingly, but at most by no more than 5%. For contracts with consumers, this only applies if the period between conclusion of the contract and performance of the contract exceeds 4 months.

3. Schloss Saareck may make its consent to a subsequent reduction in the number of guest rooms booked, the Schloss Saareck service or the length of stay of the Contracting Party, contingent upon on a price increase for the guest rooms, event rooms or other services.

4. As a rule, all invoices must be paid immediately in cash or by credit card. Invoices without a due date which are sent by post in agreement with Schloss Saareck are payable in full within 14 calendar days from receipt of the invoice. An invoice shall be deemed to have been received by the invoice recipient no later than 3 days after dispatch, unless earlier access receipt can be proven. In case of late payment, the statutory rules shall apply. Schloss Saareck is entitled to claim accrued receivables payable at any time and to demand immediate payment thereof. In addition, Schloss Saareck can claim a fee of EUR 5.00 per reminder letter after default. Schloss Saareck reserves the right to prove and assert higher damages.

5. The issuing of a global invoice does not waive the timely payment of individual invoices. A delay in payment of even a single invoice entitles Schloss Saareck to withhold all further and future services and to make the performance of the services dependent on a security payment in the amount of up to 100% of the outstanding payment.

6. The Contracting Party can only offset against due claims that are undisputed or have been legally established. A right of retention of the Contracting Party exists only for legally valid or undisputed claims. Claims and other rights may only be assigned to Schloss Saareck with written consent.

7. Schloss Saareck is entitled to demand an appropriate advance payment or security provision upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in the contract in writing. Vouchers from tour operators are only accepted if a credit agreement exists with the respective company or if corresponding advance payments have been made.

8. In justified cases, e.g. in the event of arrears in payment by the Contracting Party or an extension of the scope of the contract, Schloss Saareck is entitled, even after conclusion of the contract, to demand an advance payment or security provision within the meaning of point 7 above or an increase in the advance payment or security provision agreed in the contract up to the full agreed remuneration.

## § 4 Guest Room Provision, Delivery and Return

1. The Contracting Party shall not acquire any right to the provision of specific guest rooms unless expressly agreed.

2. Booked guest rooms are available to the Contracting Party at the earliest from 3pm on the agreed day of arrival. The Contracting Party is not entitled to an earlier provision.

3. Booked rooms must be used by the Contracting Party or the relevant participants in the event no later than 6pm on the agreed day of arrival. Unless a later arrival time has been expressly agreed upon, Schloss Saareck has the right to reassign booked rooms after 6pm without the Contracting Party being able to derive any compensation claims from this. In this respect, Schloss Saareck has the right to withdraw.

4. On the agreed day of departure, the guest rooms must be vacated and made available to Schloss Saareck by 11am at the latest. Thereafter, in the event of a delayed evacuation of the guest room, Schloss Saareck can charge 50% of the currently valid daily price for its customary use until 6pm, then 100% from 6pm onwards. Contractual claims made by the Contracting Party in this regard shall not be substantiated by this. The Contracting Party is free prove that Schloss Saareck has had no claim or a significantly lower claim to usage payment. Furthermore, Schloss Saareck reserves the right to prove and assert a higher rate of damages.

## § 5 Events

1. The Contracting Party is obliged to provide Schloss Saareck with the estimated number of participants when placing the order. The final number of participants must be communicated to Schloss Saareck in writing at least five working days before the event date. A greater than 5% change in the number of participants requires Schloss Saareck's written consent.

2. If the Contracting Party reduces the number of participants by a maximum of 5%, Schloss Saareck will deduct this amount from the invoice. In the event of reductions beyond this, the settlement invoice amount shall be based on the originally agreed number of participants less 5%. The Contracting Party is entitled to a reduction on the agreed price, on the basis of the expenses saved by the Contracting Party due to the smaller number of participants, to the extent that the Contracting Party furnishes detailed evidence of this.

3. In the event of an increase in the final number of participants compared to the anticipated number of participants, the invoice amount will be based on the actual number of participants who attended.

4. If the number of participants is reduced by more than 10%, Schloss Saareck is unilaterally entitled to reset the agreed prices appropriately and to exchange the confirmed rooms, unless such action is deemed unacceptable to the Contracting Party on a case-by-case basis.

5. If the agreed start or end times of the event are delayed without the prior written consent of Schloss Saareck, Schloss Saareck may reasonably invoice its additional willingness to perform services, unless Schloss Saareck is at fault in this respect.

6. For events that continue after midnight, Schloss Saareck may, unless otherwise agreed, deduct its personnel costs from this time onwards, on the basis of individual detailed evidence. Furthermore, on the basis of individual detailed evidence, Schloss Saareck can include the travel costs of employees in its invoice if the latter have to return home after public transport has ceased to be in service.



# GENERAL TERMS AND CONDITIONS

7. As a rule, the contracting Contracting Party may not bring food and drinks to events. Exceptions require a prior written agreement with Schloss Saareck. In these cases, a reasonable contribution to cover overheads will then be charged.

8. Insofar as Schloss Saareck procures technical or other equipment/facilities from third parties for the Contracting Party at its instigation, such third parties shall act in the name of, with power of attorney from and under the authority of the Contracting Party. The Contracting Party is liable for the careful handling and proper return of such equipment. It exempts Schloss Saareck comprehensively from all claims of third persons from the transfer of such equipment/facilities.

9. The use of the Contracting Party's own electrical installations or those of third parties commissioned by the Contracting Party, using the electricity grid of Schloss Saareck, requires the prior written consent of Schloss Saareck. Disruptions or damage to the technical systems facilities/installations of Schloss Saareck caused by the use of these devices shall be at the expense of the Contracting Party, insofar as Schloss Saareck is not responsible for them. Schloss Saareck may calculate and invoice the electricity costs arising from such usage as a lump sum.

10. With the prior written consent from Schloss Saareck, the Contracting Party is entitled to use its own telephone, fax and data transmission facilities. Schloss Saareck may charge a reasonable connection fee for this usage.

11. If suitable facilities/equipment of Schloss Saareck remain unused by the Contracting Party due to the connection of its own facilities/equipment, Schloss Saareck may charge an appropriate default fee for lost revenue.

12. Malfunctions in technical or other equipment provided by Schloss Saareck will be remedied immediately if possible. Payments cannot be withheld or reduced on the proviso that Schloss Saareck is not responsible for these malfunctions.

13. Objects brought along for exhibits or other objects (also personal objects) that the Contracting Party brings along are at the Contracting Party's own risk in the event rooms or in Schloss Saareck. The Contracting Party shall not be granted power of the keys. Schloss Saareck assumes no liability for loss, destruction or damage, except in the case of gross negligence or intent on the part of Schloss Saareck. This excludes damage resulting from injury to life, limb or health. In addition, all cases in which custody is a typical contractual obligation (on which the Contracting Party may rely under the contract) due to the specific circumstances of the individual case, are excluded from this exemption from liability. Decorative materials brought to the event must fully comply with the fire protection safety requirements. Schloss Saareck is entitled to request official proof of this in advance. If such proof is not provided in good time, Schloss Saareck is entitled to remove material already on the premises at the expense of the Contracting Party. Due to possible damage, the installation and mounting of objects must be agreed upon in advance with Schloss Saareck.

14. Objects brought along for exhibits or other objects brought along must be removed immediately after the end of the event. If the Contracting Party fails to do so, Schloss Saareck may proceed with the removal and storage at the expense of the Contracting Party. If the objects remain in the event room in breach of the contract, Schloss Saareck can charge a reasonable compensation fee for use for the duration time that such objects remain there. The Contracting Party is free to prove that the above claim did not arise or did not arise in the amount claimed. Furthermore, Schloss Saareck reserves the right to prove and assert a higher claim for damage.

## § 6 Withdrawal of the Contracting Party (cancellation, annulment)/non-use of Schloss Saareck's services (no show)

1. The conclusion of the contract is binding for both the Contracting Party and for Schloss Saareck. A withdrawal of the Contracting Party from the contract concluded with Schloss Saareck is only possible if a right of withdrawal was expressly agreed upon in the contract or in these Terms and Conditions, another legal right of withdrawal exists, or if Schloss Saareck expressly agrees to the cancellation of the contract. The agreement on a right of withdrawal as well as any consent to a cancellation of the contract must be made in writing.

2. If a date for the free withdrawal from the contract without financial penalty has been agreed upon between Schloss Saareck and the Contracting Party (option), the contracting Contracting Party can withdraw from the contract until that date without triggering payment or compensation claims from Schloss Saareck. The right of withdrawal expires if the Contracting Party does not exercise its right of withdrawal to Schloss Saareck in writing by the agreed date.

3. Contracting parties may cancel individual guest room bookings (not combined with an event, see point 4 below) up to three days before arrival with no cancellation penalty. In the event of a later withdrawal, a flat rate of 80% of the total agreed price of the stay will be charged.

4. Contracting parties cannot withdraw from guest room bookings booked in combination with an event without incurring a financial penalty. In the event of cancellation up to 4 weeks before the agreed date of the event, the Contracting Party shall pay a flat rate of 30% of the total agreed price of the stay. In the case of later cancellations, the flat rate is 80% of the total agreed price of the stay.

5. Parties cannot withdraw from events without incurring a financial penalty. In the event of cancellations up to 4 weeks before the agreed date of the event, the Contracting Party shall pay a flat rate of 35% of the lost catering turnover per registered participant of the event in accordance with § 5, paragraphs 1-3. In the case of later cancellations, the flat rate amounts to 70% of the lost food catering turnover per person. If no price has yet been agreed for the meal catering turnover per person, the cheapest 3-course menu of the respectively valid event offer per person shall apply.

6. The Contracting Party is free to prove that the above claims did not arise or did not arise in the amount demanded. Schloss Saareck is free to prove that a higher claim has arisen.

7. If Schloss Saareck calculates the compensation in concrete terms, the maximum amount of the compensation is the contractually agreed price for the service to be provided by Schloss Saareck, deducting the value of the expenses saved by Schloss Saareck as well as what Schloss Saareck acquires through other uses of the service.

8. The above provisions on compensation shall apply accordingly if the Contracting Party does not make use of the booked guest room/event room or the booked services without giving timely notice (no show).

## § 7 Withdrawal/termination by Schloss Saareck

1. If the Contracting Party's right to withdraw without financial penalty has been agreed upon in writing within a certain specified time period, Schloss Saareck is also likewise entitled to withdraw from the contract without financial penalty during this time period if there are inquiries from other contracting parties regarding the contractually booked guest rooms or event rooms and the Contracting Party does not waive its right to withdraw within a reasonable period of time when asked by Schloss Saareck. If the Contracting Party allows this period to expire, Schloss Saareck is entitled to withdraw from the contract.

2. If an advance payment has been agreed upon or demanded in accordance with § 3 point 7 is not made even after expiry of a reasonable grace period set by Schloss Saareck, Schloss Saareck is also entitled to withdraw from the contract.

3. Furthermore, Schloss Saareck is entitled to withdraw from the contract for factually justified reasons, especially if:

- ⇒ Force majeure or other circumstances beyond the control of Schloss Saareck make the performance of the contract impossible;
- ⇒ Guest rooms or events are booked under misleading or false indication of material facts (e.g. about the person of the Contracting Party or the purpose);
- ⇒ Schloss Saareck has reasonable grounds to believe that the event may jeopardise the smooth running of its business or the use of the services of Schloss Saareck, its security or the reputation of Schloss Saareck without this these factors being attributable to Schloss Saareck's sphere of control or organisation;
- ⇒ There is a violation of § 1 point 2;
- ⇒ The purpose or occasion of the event is illegal.

4. If Schloss Saareck withdraws legitimately, the Contracting Party shall not be entitled to compensation.

## § 8 Liability of Schloss Saareck

1. In the event of damage caused, Schloss Saareck shall be liable for wilful misconduct intent and gross negligence – including its staff – in accordance with the statutory provisions. The same applies in the case of negligently caused damage from injury to life, limb or health as well as in the assumption of a guarantee by Schloss Saareck and in the case of fraudulently concealed defects. In the event of damage to property and property financial loss caused by negligence, Schloss Saareck and its staff shall only be liable in the event of a breach of a substantial essential contractual obligation, but limited in terms of the amount to the damage foreseeable and typical for the contract at the time the contract is concluded; Essential contractual obligations are those whose fulfilment characterises the contract and on which the Contracting Party may rely. Should disruptions or defects occur in the services of Schloss Saareck occur, Schloss Saareck shall endeavour to provide remedy if the Contracting party is aware of them as soon as it gains knowledge thereof or if it is immediately notified by the Contracting Party. The Contracting Party is obliged to contribute what is reasonable to rectify the disruption and to minimise damage as much as possible, as well as to notify Schloss Saareck of all disruptions and damage immediately.

2. In accordance with the statutory provisions of §§ 701 et seq. of the German Civil Code (BGB), Schloss Saareck is liable to the Contracting Party for items brought onto the premises up to a maximum amount of EUR 3,500.00. For money, securities and valuables, an amount of EUR 800.00 shall be substituted for EUR 3,500.00. If the Contracting Party wishes to bring in money, securities and valuables onto the premises in excess of EUR 800.00 or other items with a value in excess of EUR 3,500.00, this requires the conclusion of a separate storage safekeeping agreement with Schloss Saareck. For further liability of Schloss Saareck the above provision of § 8 point 1 shall apply.

3. If the Contracting Party is provided with a parking space in the Schloss Saareck car park – also even against payment – this shall not constitute a custody agreement. In the event of loss or damage to motor vehicles parked or manoeuvred on the property of Schloss Saareck and their contents, Schloss Saareck shall only be liable in accordance with § 8 point 1.

4. Any items left behind by the Contracting Party shall only be forwarded at the request, risk and cost of the Contracting Party. Schloss Saareck will safeguard the items for 12 months for a reasonable monetary fee. Schloss Saareck is entitled to hand over the remaining objects to the local lost property office after expiry of the statutory retention period.



# GENERAL TERMS AND CONDITIONS

## § 9 Liability of the Contracting Party for damages

1. The Contracting Party is liable for all damage to the building or to Schloss Saareck caused by participants of the event, i.e. visitors, employees, other third persons parties from their area or themselves.

2. Schloss Saareck may at any time require the Contracting Party to provide adequate collateral (e.g. insurance, security deposits, guarantees, etc.).

## § 10 Additional provisions for package travel agreements

1. If, in addition to the provision of food and lodging, Schloss Saareck's obligation to perform consists of the organisation of a leisure programme, this shall constitute a package holiday agreement.

2. The Contracting Party may not assert any claims due to changes, deviations, or curtailments in individual services within the scope of a package holiday agreement which become necessary after conclusion of the agreement if such changes, deviations and curtailments are merely insignificant.

3. Schloss Saareck is not liable for damages suffered by the Contracting Party as a result of the use of a special service provided by a third party. The Contracting Party is thus advised in this respect to enforce its claims against the respective third-party organiser of the special service.

## § 11 Final provisions

1. Amendments or additions to the contract, the acceptance of applications or these general terms and conditions, shall be made in writing. Unilateral amendments or additions by the Contracting Party are invalid.

2. The place of fulfilment and payment for both parties is Schloss Saareck.

3. Only German law applies. The application of the UN Sales Convention is excluded.

4. With the exception of private end users, the exclusive place of jurisdiction shall be Schloss Saareck for all claims arising from or on the basis of this contract. If the Contracting Party of Schloss Saareck has no general place of jurisdiction in Germany, the place of jurisdiction shall be Schloss Saareck. However, Schloss Saareck is entitled to file lawsuits and other legal proceedings at the general place of jurisdiction of the Contracting Party.

5. Should individual provisions of these general terms and conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. The statutory provisions shall also apply.



