



General Terms and Conditions

1. Scope of application

These general terms and conditions (GTC) become part of the agreement between the State Academy for In-Service Training and Human Resources Development at Schools (State Academy) and the client. They shall apply to all services provided by the State Academy specifically to leasing of hotel rooms, conference rooms and additional services. Specific terms and conditions apply for events organized with the Ministry of Culture, Youth and Sport Baden Württemberg or authorities and provisions subordinated to the Ministry of Education.

2. Formation of the Agreement

2.1

The service specifications included in the most recent offers and agreement drafts are the subject matter of the agreement. Separate agreements, deviations and ancillary agreements shall be in writing.

2.2

By booking or in placing the order, the client accepts these GTC, which shall apply exclusively. If the client's general terms and conditions deviate in full or in part, they shall not become part of the agreement even if no objection to them is expressly raised. A different stipulation shall apply only if the State Academy expressly agrees in writing to the client's general terms and conditions.

The agreement shall come into force when it is accepted by the State Academy. Acceptance need not be made in any particular form.

2.3

The State Academy shall have the right to demand a reasonable advance payment at any time after submission of the written order confirmation. The amount of the advance payment and the payment dates may be specified in writing in the agreement. If the advance payment is not made even within an arranged, reasonable period of time, the State Academy shall have the right to withdraw from the agreement pursuant to Item 6.

3. Services and Delivery

3.1. For Events and Conferences

The State Academy commits to provide and deliver the services as confirmed and ordered by the client. The client provides at the latest 10 days prior to the date of the event or arrival a final list of participants to the State Academy. Special requests or deviations can only be accommodated after previous consultation with and acceptance by the State Academy. The times and dates for the reservation of guest rooms and catering apply as listed in the contract. The sublease of rooms is strictly forbidden.

Catering for an event shall be purchased through and provided by the State Academy. Therefore it is principally not allowed to bring food and beverage into the State Academy. In special cases and with the prior consent of the State Academy exceptions can be made, however there might be a service charge or corkage fee.

Pets are generally not allowed in the facility or on the premises. Items (keys, equipment, appliances) that have been entrusted to the client or his associates have to be returned latest on the day of departure (end of event).

3.2. For Other Services

After the client has placed the order and has received the written order confirmation the State Academy plans, develops and, if required, organizes the implementation and delivery of the project.



4. Pricing

Prices listed in the price list in effect at the time of the agreement or in the agreement itself include the statutory value-added tax. Any change of the value-added tax rate after the formation of the agreement shall be borne by the client. In case the time between the formation of the agreement and date of the event exceeds a period of six month, the State Academy is entitled to adjust the prices accordingly.

The billed amount is payable within 14 calendar days after the invoice is issued. The billed amount shall be paid in full without any deductions.

5. Cancellation and Changes Initiated by the client

5.1

The client may cancel the services booked by him at any time. Cancellations and changes shall be made in writing. The receipt of the cancellation by the State Academy shall be decisive.

5.2

For cancellations and changes up to four weeks prior to the event there are no cancellation fees. If the party withdraws after that time the following cancellation costs will be charged:

- For cancellations up to two weeks prior to the confirmed date of arrival, 50% of all booked services for accommodation and seminar rooms.
- For cancellations up to one week prior to the confirmed date of arrival, 80% of all booked services for accommodation and seminar rooms.
- For cancellations less than three days prior to the confirmed date of arrival 100% of the completely booked services.

The client is free to demonstrate that the State Academy has not incurred any damages or that the damages incurred by the State Academy are lower than the cancellation fee.

5.3

If, due to an early departure or for other compelling reasons, the client fails to use individual services booked, the State Academy shall have the right to demand the price agreed on between the parties.

5.4

All rendered service listed under 3.2 (personnel and non-personal costs) have to be paid by the client after submission of the written order confirmation. Prices of the personnel cost are calculated according to the applicable administrative guidelines and regulations of the Ministry of Finance of Baden-Württemberg.

6. Cancellation and Changes Initiated by the State Academy

Following the receipt of the booking confirmation the State Academy shall have the right to cancel or change the contract for objectively justified reason, for example:

- In the event of force majeure or other circumstances the State Academy is not responsible which make it impossible for the State Academy (SAC) to perform according to the agreement.
- The State Academy has justified reasons to believe that the event might jeopardize the business operation, the security or the public reputation of the State Academy without this being attributed to the domain or organizational area of the State Academy
- The client's event objective or motive is illegal or violates public policy

The State Academy shall notify the client immediately of a decision to exercise a right of withdrawal. The client shall not be entitled to claim compensation from the State Academy except in the event of intent or gross negligence.



7. Liabilities and Limitation of Liability

7.1

The State Academy shall be liable only for damage attributable to intentional or grossly negligent violation of an obligation on the part of the State Academy or its legal representatives or agents. Event materials and other objects brought to the event are in the State Academy's site at the risk of the customer. The State Academy shall not be liable for loss, destruction or damage except in cases of gross negligence or intent on the part of the State Academy. Left items are sent back on request and at the client's expense.

7.2.

The customer shall be charged for any faults or damage to the technical equipment in the electricity or telecommunications network of the State Academy caused by the use of their own electrical equipment, provided the State Academy was not responsible for the faults or damage. The customer shall be liable for all damage to buildings or inventory caused by event participants or attendees, employees, other third-party associates or him. Additionally the installation of decorative material or other items prior require the approval of the State Academy. Furthermore, the customer is responsible for ensuring that his guests and participants of his events are informed about the regulations and requirements of the State Academy (especially concerning regulations about consumption, corkage fees and return of leased objects) and comply with this regulation. The customer will be liable for damages resulting from a failure to comply with this obligation.

8. Data Protection

The State Academy shall use electronic data processing systems to process the order. By booking the service or upon confirmation of the order, the client gives his consent to the collection, processing and use of the data. The State Academy shall treat the data and information it stores on the participants and/or the client's internal business or operating information, irrespective of the nature thereof, in strict confidence. The provisions of the German Data Protection Act (BDSG) shall apply to personal data.

9. Severability

Should provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected thereby. In the place of the invalid provisions a suitable provision should be applied that comes as close as possible to what the Parties would have intended given the sense and purpose of this agreement.

10. Applicable Law, Jurisdiction and Effective Date

The contractual relations shall be subject to German law. The place of jurisdiction shall be Esslingen, Germany.

These General Terms and Conditions shall take effect on June 1st 2014.

State Academy for In-Service Training and Human Resources Development at Schools rAdöR,
last revisited March 31st 2014.