



General Terms and Conditions

**for Group Travel organized by Schools, Kindergartens,
other Public Law Institutions and Corporations as well as other Legal Entities or Private
Individuals to the Kinderferienhotel Schloss Leizen
Schlossstraße 12, 17209 Leizen, Deutschland
(in force as of 15.09.2021)**

Contractual relationships arise directly between

Kinderferienhotels Deutschland Germany4Kids GmbH, Schönwalder Allee 61, 13587 Berlin (referred below to as "Schloss Leizen")

and

Schools, Kindergartens, Clubs, other public law Institutions and Corporations as well as other Legal Entities or Private Individuals (referred below to as „Customer“ or „Customers“) that travel as a group to Schloss Leizen.

1. General

- 1.1 These Terms and Conditions apply to Contracts of accommodation, child supervision and/ or board as well as all other services and supplies agreed upon with Schools, Kindergartens and other Groups for the purpose of organizing and performing a group travel (referred below to as "Group Travel") to Schloss Leizen (referred below to as Group Travel Contract).
- 1.2 Booking of hotel rooms in Schloss Leizen is possible only in connection with completing a School, Kindergarten or other Group Travel.



**Kinderferienhotels Deutschland
Germany4Kids GmbH**
Tel.: +49 39922 839889
info@schlossleizen.com
www.schlossleizen.com
HRB 138855 B
USt-IdNr.: DE281026738

Company Registered Address:

Kinderferienhotels Deutschland
Germany4Kids GmbH
Schoenwalder Allee 61
13587 Berlin, Germany

Schloss Leizen Address:

Kinderferienhotels Deutschland
Germany4Kids GmbH
Schlossstrasse 12
17209 Leizen, Germany

1.3 A Group Travel Contract between Schloss Leizen and Customer is entered into every time a Customer makes a booking for Group Travel.

1.4 Customer's Terms and Conditions apply only upon explicit written agreement.

2. Booking process

2.1 A booking takes place via the web page of schlossleizen.com.

2.2 The Schloss Leizen Booking process begins with Customer creating a Customer Profile at schlossleizen.com. Schloss Leizen sends the Customer an e-mail with a link on request.

2.3 Upon verification of the Customer Profile via Schloss Leizen, the Customer can log in at schlossleizen.com using their User-ID and Password and develop new programs for their planned trip in section "Group Programs". For fully developed programs (these should contain information such as the dates of arrival and departure, number of expected participants, ages, etc.), customers can request non-binding prices for the services with respect to the Group Travel via the Schloss Leizen booking system. For this the Customer chooses the option "request prices". As a result, the Customer receives a price proposal.

2.4 As soon as the Customer has thoroughly checked the requested program and the suggested prices in the "Group Programs" section of his Customer Account, the Customer can confirm the program and the services/ prices for the Group Travel. A binding booking for the Group Travel is created in the next step by pressing the "Book now" button. This creates a binding booking, and a Group Travel Contract is entered into between the Customer and Schloss Leizen under these Terms and Conditions.

2.5 After completing a booking, the Customer receives a binding Booking Confirmation in form of an Advance Invoice. From this time on, Schloss Leizen allocates the hotel capacities for the Customer and therefore cancellation provisions will apply according to Art. 4.1 of these Terms and Conditions.





2.6 Should the Customer cancel a booked travel, Schloss Leizen reserves the right to release the booked rooms in the booking engine for other Customers.

3. Services, Prices, Payments

3.1 Schloss Leizen is obliged to provide the services ordered by the Customer and confirmed by Schloss Leizen.

3.2 The Customer is obliged to pay the agreed prices for the services of Schloss Leizen. The same applies with respect to the services provided by third parties and the relevant expenses incurred by Schloss Leizens insofar as the Customer has ordered these services and expenses. For expenses to third parties Schloss Leizen does not charge VAT in the final invoice and books them as expenses.

3.3 The agreed prices include the respective statutory value added tax. In the unlikely case of the increase of the VAT (included in the prices), Schloss Leizen is entitled to adjust the agreed prices accordingly without the Customer's prior consent.

3.4 The following services are included in the Schloss Leizen standard program package for Group Travel:

- Comfortable, beautiful rooms, each with an en-suite bathroom and shower, and including bed sheets and towels
- 3 freshly-prepared meals served daily
- Healthy drinks, fresh fruit and vegetable snacks, and packed picnic lunches on excursions
- Five hours of activities per day with our bilingual (English/German) staff
- Private bus transfer on a Schloss Leizen bus from railway stations Wittstock/Dosse or Waren (Müritz)
- 24-hour on-site care and assistance.



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3.5 Unless otherwise agreed, the customer must transfer the full price for the group travel services agreed with Schloss Leizen to the Schloss Leizen business account no later than 5 working days prior to the scheduled arrival at Schloss Leizen, stating the group travel date, customer name and the invoice number. The final bill will be made after departure of the customer.

4. Withdrawal / cancellation / changes

4.1 A free cancellation of the Group Travel is possible up to 6 months before arrival. Thereafter, the customer will be charged cancellation fees as follows:

- 25% of the group travel price if canceled more than 90 days and fewer than 180 days before the start of the group travel.
- 50% of the group travel price if canceled more than 30 days and fewer than 90 days before the start of the group travel.
- 70% of the group travel price if canceled more than 7 days and less than 30 days before the start of the group travel.
- 90% of the group travel price if canceled less than 7 days before the start of the group travel.

The Customer is free to prove that Schloss Leizen suffered less or no damage.

COVID-19-related group cancellations as well as sickness-related cancellations for individual students are cancellation-fee free.

4.2 If there are changes (concerning arrival and departure arrangements, number of guests, special diets, or other services) to the group travel agreement, these are to be communicated to Schloss Leizen at the latest 10 days prior to the arrival.

4.3 Unregistered guests can only stay overnight in Schloss Leizen if the occupancy allows (maximum 59 overnight guests in the Schloss and 12 additional overnight guests in the Guesthouse, with appropriate separation of guests by gender and age group). If agreed in



advance, it is possible to camp up to 100 more guests on the fenced property of Schloss Leizen. Special prices and conditions apply.

- 4.4 If more than the agreed number of guests participate in the group travel, the same price will be charged for each additional guest as for the registered / agreed guests (subject to availability). All guests must be reported by name, gender and date of birth at the latest on arrival at Schloss Leizen. Upon arrival, all additional consents required for the implementation of the program must be provided with respect to these additional guests.
- 4.5 In cases of force majeure, Schloss Leizen can be released from the agreement without further obligations or cancel the group travel. This also applies to improper behavior that does not conform to the character of the house or to harassment of other individuals that do not necessarily belong to the guests of the Customer.
- 4.6 A change in the number of guests requested by the Customer may affect the provision of the designated premises and the allocation of guests to these rooms without prior notice to the Customer.
- 4.7 Schloss Leizen is entitled to terminate the Group Travel Contract without notice for good cause.
- 4.8 Good cause exists in particular when:
- 4.8.1 the Customer has not fulfilled his contractual obligations in the past (including non-payment of open and due invoices).
- 4.8.2 the Customer uses the house to carry out group tours during which right-wing, racist, anti-Semitic or anti-democratic ideas are presented and/or reviewed, be it by the Customer himself or by visitors or participants of the travelling group.
- 4.8.3 a different type as the agreed group travel arrives or is anticipated.
- 4.9 In the case of termination without notice, the Customer irrevocably waives his assertion of any possible claims.



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Schloss Leizen Address:

5. Liability, Liability for Defects and Jurisdiction

- 5.1 Schloss Leizen is only liable for its own misconduct. No liability can be accepted for the misbehavior of third parties, not attributable to Schloss Leizen.
- 5.2 Schloss Leizen shall be liable in cases of intent or gross negligence of the hotel itself or its legal representative or vicarious agent as envisaged by the statutory provisions. In particular, Schloss Leizen is only liable for injury to life, body or health of guests. This regulation applies to all claims for damages (in particular for compensation in addition to performance and damages instead of performance), regardless of the legal grounds, in particular due to breach of duties under the contract or liability in tort.
- 5.3 The Customer undertakes to pay for all damages (to equipment or inventory) incurred via the group travel or its participants (Guests), without proof of fault.
- 5.4 In the event of theft, loss or damage no liability is assumed by Schloss Leizen for clothes, cameras, mobile phones, tablets and laptops, watches, electronic gadgets, their accessories or similar equipment.
- 5.5 Schloss Leizen assumes no liability for valuables. This also applies if they are kept in the Schloss Leizen safe.
- 5.6 If the room assigned to a Guest has a defect, the Customer must notify Schloss Leizen of the defect immediately in order to allow Schloss Leizen to repair the defect. If the Customer omits this announcement, he/she is not entitled to any claims for non-performance and/or poor performance of the contractually owed service due to this defect.
- 5.7 The introduction of objects, such as exhibits, decorative materials, demonstration equipment, etc. is at the risk of the Customer and requires prior agreement with Schloss Leizen. Fire and industrial police orders are to be observed. Valuable items must be insured by the Customer at his/her own expense against damage and loss. The objects themselves must be removed from the rooms of the hotel by the Customer at the latest at the end of the group tour.



Company Registered Address:

Schloss Leizen Address:

- 5.8 Without prior agreement with Schloss Leizen, no own or additional items / decorative items can be installed in or on the building.
- 5.9 Without prior agreement with Schloss Leizen, the sound of sound carriers or sound reproduction devices brought along, as well as projectors or the like, is prohibited. If the consent of Schloss Leizen is given, the customer must, if required by law, obtain a GEMA permit and present Schloss Leizen for inspection prior to arrival of the group. The costs incurred for this are borne by the Customer in full. Customer-committed musicians or solo entertainers are subject to the same rules.
- 5.10 No liability is assumed for damage to motor vehicles (including contents) and bicycles on the Schloss Leizen grounds. Vehicles should generally be parked in front of the fenced grounds of Schloss Leizen on the designated / marked parking area.
- 5.11 The Customer can offset Schloss Leizen claims only with such own claims that are undisputed or legally established.

6. Final Provisions

- 6.1 These Terms and Conditions are part of the Schloss Leizen contract with the Customer.
- 6.2 The Customer and his guests are obliged to comply with the provisions of Schloss Leizen House Rules. The Schloss Leizen House Rules form part of these Terms and Conditions.
- 6.3 These terms and conditions exist in 2 languages: English and German. In case of discrepancies between the two language versions, the German version applies.
- 6.4 German law is applicable to the Present General Terms and Conditions.
- 6.5 Disputes arising out of or in connection with these General Terms and Conditions shall be the sole responsibility of the state court at the headquarters of the Kinderferienhotels Deutschland Germany4Kids GmbH.



Company Registered Address:

Schloss Leizen Address:



- 6.6 Should individual provisions of these General Terms and Conditions for the Schloss Leizen group travel contract and/or other parts of the contract be or become invalid, the validity of the remaining provisions of the General Terms and Conditions and the group travel contract shall not be affected.
- 6.7 Agreements deviating from these General Terms and Conditions must be made in writing and must be confirmed by email to the Customer from Schloss Leizen in order to be effective. Any unilateral modification or adaptation of these Terms and Conditions by the Customer is invalid.
- 6.8 Place of performance is 17209 Leizen. Jurisdiction is Berlin Charlottenburg.



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House Rules

For Stays in Schloss Leizen while on Group Travel

Staying together in a children's holiday hotel requires understanding for one another and mutual consideration. Therefore, the following regulations are binding during the stay at Schloss Leizen.

1. Arrival

- 1.1 Unless agreed otherwise, arrival of groups to Schloss Leizen takes place as of 14:00.
- 1.2 We request the Customer to inform Schloss Leizen of the group estimated time of arrival no later than 14 days before arrival. This information enables Schloss Leizen and its staff to be fully available and prepared when the group arrives.
- 1.3 Schloss Leizen has reserved parking spaces for motor vehicles outside its fenced grounds. Additional parking on the Schloss grounds is only possible with prior agreement.

2. Your Stay at Schloss Leizen

- 2.1 Unless otherwise agreed with Schloss Leizen, accompanying adults designated by the Customer (hereinafter referred to as "Chaperones") are responsible for their groups throughout their stay in Schloss Leizen.
- 2.2 Children and adolescents as participants in group travel (hereinafter referred to as Children) are always accommodated in separate rooms for boys and girls.



Company Registered Address:

Schloss Leizen Address:

- 2.3 In order to maintain order and hygiene, Schloss Leizen relies on the guests' participation. Therefore Schloss Leizen asks its Customers to keep the facilities, rooms and equipment used by the groups in good order.
- 2.4 For reasons of hygiene, beds may only be used with Schloss Leizen's own bed linen. This is provided free of charge to all guests.
- 2.5 The use of camping or quilted sleeping bags is permitted only in tents.
- 2.6 Please help Schloss Leizen avoid waste and save water and energy. At Schloss Leizen, waste has to be disposed of separately into relevant recycling containers.
- 2.7 Also for reasons of hygiene, meals must not be prepared or taken in the Schloss Leizen sleeping and recreation rooms. Schloss Leizen's kitchen is organic certified. At Schloss Leizen, only those foods may be consumed that have been prepared in the Schloss Leizen kitchen and have been released for consumption by the Schloss Leizen Chef. All perishable food brought along must be disposed of with household waste upon arrival at Schloss Leizen. Bringing along your own, non-perishable food may only be consumed at Schloss Leizen, if this is specifically agreed between the Chaperones and Schloss Leizen Chef.
- 2.8 Schloss Leizen is a "Shoe-Free Zone". Slippers (to be brought along) should be worn indoors at all times. The entrance area has enough space for shoe changing, and several so-called "shoe cactus" wheels are provided for storing shoes and house shoes.
- 2.9 Schloss Leizen invites its guests to keep washrooms and toilets clean and to wash their hands thoroughly with soap after the toilet visit and before meals.
- 2.10 Due to health and safety concerns, animals are not allowed on the Schloss Leizen property.
- 2.11 Areas of Schloss Leizen may be temporarily closed for cleaning purposes.
- 2.12 In consideration of all guests, the night's sleep time starts no later than 22:30 and ends at 7:00. Necessary deviations from this specification must be discussed by the Customer or the



Company Registered Address:

Schloss Leizen Address:

Chaperone in advance with the Schloss Leizen management. Each guest must behave during the night rest so that the other guests are not disturbed or bothered.

- 2.13 In Schloss Leizen can house more than 50 guests. The use of radio and playback equipment is therefore in principle not permitted. Schloss Leizen management can only allow exceptions, if this does not disturb other guests.
- 2.14 Schloss Leizen is a host and a hotel for children. Smoking and the use of open fire is strictly prohibited in the buildings and on the premises. Excluded are open fires such as barbecue or campfire, which are done by Schloss Leizen employees in accordance with the group program and in compliance with the necessary safety precautions.
- 2.15 Bringing along and consumption of alcoholic beverages (including by the adult chaperones) is not allowed on the premises and on the Schloss Leizen grounds. Excluded is the moderate consumption of the alcoholic drinks provided to the Chaperones of legal age by the Schloss Leizen hotel kitchen. Drunk guests may be temporarily or permanently expelled from Schloss Leizen.
- 2.16 Schloss Leizen is open for your suggestions. Your wishes and even complaints help Schloss Leizen improve its offer and quality of service. Customers are therefore welcome to contact the Schloss Leizen management or staff at any time with feedback and suggestions.

3. Departure

- 3.1 With regard to the following occupancy, we request that the guests vacate the rooms by 10 am on the day of departure.
- 3.2 Departure of the guests before 7:30 am is only possible after prior consultation with Schloss Leizen.



4. House Law

- 4.1 Management of Schloss Leizen and the assigned staff exercise the House Law. In case of violation of the House Rules or the provisions of the Group Travel Contract, a house ban can be pronounced.
- 4.2 In particular, periods of rest as stipulated in the House Rules must be observed. Unless otherwise agreed with Schloss Leizen (see article 2.12 above), the time between 22:30 and 07:00 is considered night's sleep. During this period, children must stay in their assigned rooms. All guests must be quiet during the night.
- 4.3 Children participating in the group travel are to be supervised by the Chaperones, unless otherwise agreed with Schloss Leizen (see point 2.1).
- 4.4 Chaperones are responsible for their children and must ensure that their children comply with the House Rules.
- 4.5 The Customer is responsible for ensuring all the necessary consents and authorizations from parents/guardians that enable children to participate in excursions (cycling, canoeing, etc.) and activities (sailing, swimming, raft building, etc.) are in place. It is the sole responsibility of the Customer to ensure that children who do not have provided proof of available consent do not participate in such excursions and activities. The responsibility for the supervision of children, who are excluded from the participation in the trips and activities organized by Schloss Leizen, lies with the Customer.
- 4.6 Schloss Leizen is entitled to terminate the group travel contract without observing a deadline if Chaperones or children attributable to the Customer endanger others by their behavior, disrupt them permanently or if the Customer acts contrary to the contract to such an extent that an immediate cancellation of the group travel contract is justified. In such case, Schloss Leizen retains its claim to the agreed total price.
- 4.7 The Customer is fully responsible for compliance with the provisions of the Youth Protection Act.



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