
GENERAL TERMS AND CONDITIONS

for Events at Parkhotel Egerner Höfe

1. SCOPE

1.1. These Terms and Conditions shall apply to the temporary use of conference, banquet and event rooms and of show-cases of the hotel for the realization of events such as conferences, banquets, seminars, and other events and any other services and supplies by the hotel related to such events, including but not limited to, room reservations.

1.2. Any deviating provisions, including where they are included in general terms and conditions of the contractual partner, shall not apply, unless the hotel explicitly acknowledges them in text form.

2. CONCLUSION OF CONTRACT, CONTRACTUAL PARTNER

2.1. The event agreement (hereinafter „Agreement“) shall be concluded by the orderer's acceptance of the offer made by the hotel. The parties to such Agreement shall be the hotel and the orderer. Where the orderer concludes the Agreement in the name of a third party, then not the orderer, but the third party shall become the contractual partner of the hotel; the orderer shall point this out to the hotel in good time prior to the conclusion of the Agreement and inform the hotel of the name and address of the actual contractual partner.

2.2. Where the orderer concludes the Agreement recognizably in the name of the third party or the third party has commissioned a commercial broker or organizer for implementing the Agreement, then the orderer, broker, or organizer shall be jointly and severally liable (gesamtschuldnerische Haftung) with the third party who becomes a contractual partner for any and all obligations under the Agreement to the extent that the hotel has been submitted corresponding declarations of the order, broker, or organizer. Irrespective thereof, the orderer shall be obliged to forward any and all information that is relevant for the booking, including but not limited to, these General Terms and Conditions, to the third party.



2.3. Sub-letting or re-letting the rooms, areas or show-cases and the invitation for job interviews, sales or similar events require the prior consent of the hotel in text form.

3. SERVICES, RATES, PAYMENT, SET-OFF

3.1. The hotel is obliged to perform the ordered and promised services according to these General Terms and Conditions.

3.2. The contractual partner is obliged to pay the hotel's agreed or applicable prices for these services. This shall also apply to the hotel's services and expenses that are associated with the event and caused by the contractual partner to third parties, including but not limited to claims from copyright collecting agencies.

3.3. The agreed rates include the applicable statutory value added tax. Should the value added tax rate applicable to the contractual services be increased or reduced after conclusion of the contract, then the prices shall be adjusted accordingly. For B2C agreements, this shall only apply where the period between the conclusion of the Agreement and the performance of the Agreement exceeds four months. If the period between the conclusion of the Agreement and start of the event exceeds one year, and the rates for the performance according to the Agreement charged by the hotel are raised in general, then the rate agreed in the Agreement can be raised reasonably, but by a maximum of 5%.

The hotel is entitled to increase the rates if local taxes (culture tax, tourism tax, etc.) are levied for holding events. The price increase is limited to the amount of the taxes indicated above.

3.4. The hotel's invoices shall be due – unless other payment terms are explicitly agreed – immediately without any deduction upon receipt of the invoice. The hotel is entitled to declare outstanding receivables due at any time and to demand payment without any undue delay. In case of default of payment, the hotel is entitled to charge default interest amounting to 10% for companies and to 5% above the base rate for consumers. The hotel reserves the right to prove higher damages. After occurrence of default of payment, the hotel may charge pre-trial dunning costs of 5.00 euros for each reminder.

3.5. The hotel is entitled to request an appropriate advance payment or a provision of security, such as a credit card guarantee or a deposit or the like, upon conclusion of the Agreement. The amount of the advance payment and its payment date shall be set as follows:

50% of the contract volume shall be transferred by bank account or sent in the form as laid down in text form until 30 days prior to the start of the event. For bookings at Egerner Alm for a Friday or Saturday, we reserve the right to charge 5,000.- euros as a deposit six months prior to the start of the event.

3.6. In justified cases, such as where the customer is in arrears of payment or the scope of the agreement is extended, the hotel is entitled to request a deposit or a provision of security in the terms of subsection 5 above or a rise of the deposit or provision of security amounting up to the full agreed remuneration even after conclusion of the Agreement until the start of the event.

3.7. The contractual partner may only set off claims of the hotel against undisputed or finally established counterclaims.

4. RESCISSION OF THE CONTRACTUAL PARTNER, CANCELLATION

4.1. The contractual partner shall only be entitled to rescission free of charge where this has been agreed in text form. Otherwise, the following conditions shall apply:

a) Where the contractual partner rescinds the reservation after conclusion of the Agreement, cancellation is free of charge until 120 days prior to the event. Where the contractual partner rescinds less than 120 days prior, the hotel has the right to claim cancellation fees.

b) The cancellation fees are graded as follows:

Until 90 days prior to the event 50% of the contract volume*

Until 14 days prior to the event 80% of the contract volume*

Less than 14 days prior to the event 90% of the contract volume*

* of the contractually agreed amount for the event, including, but not limited to, the temporary use of the event areas, hotel rooms, show-cases, as well as catering and drinks.

4.2. The cancellation fee rules above shall apply accordingly if the contractual partner does not make use of the booked services without notifying the hotel in good time.

4.3. Where the hotel has granted to the contractual partner an option to rescind the Agreement without any other legal consequences within a specified time limit, then the hotel shall not be entitled to claim cancellation fees. The receipt of the statement of rescission at the hotel shall be decisive for its timeliness. The contractual partner shall declare the rescission in text form.

5. RESCISSION OF THE AGREEMENT BY THE HOTEL

5.1. Where the contractual partner has been granted a right of rescission free of charge according to section IV, subsection 3, the hotel shall also be entitled to rescind the Agreement within the agreed time limit.

5.2. If an agreed advance payment or a provision of security is not effected in due time, the hotel is entitled to rescind the Agreement. In addition, the hotel may claim compensation due to failure to perform.

5.3. Moreover, the hotel is entitled to rescind the Agreement for good cause, such as if

- // force majeure or other circumstances beyond the hotel's control render performance of the Agreement impossible;
- // the hotel needs to be closed;
- // events are booked by making misleading or incorrect statements about essential facts, such as the identity of the event host or the purpose;
- // the hotel is justified in assuming that the event may imperil the hotel's smooth operation, safety or public reputation without this being attributable to the domain or sphere of organization of the hotel;
- // the rooms, areas or show-cases are sub-let or re-let without authorization as defined in section II, subsection 3;

- // a case as defined in section VI, subsection 3 applies;
- // the hotel learns of circumstances that the contractual partner's financial situation has substantially deteriorated, in particular if the guest fails to settle due receivables of the hotel or does not make a sufficient provision of security and, therefore, claims for payment of the hotel appear to be at risk;
- // The contractual partner has filed a request to open insolvency proceedings, provided information on their financial circumstances according to Section 802 c of the German Code of Civil Procedure (Zivilprozessordnung), has initiated out-of-court proceedings for an individual voluntary arrangement or has stopped its payments;
- // insolvency proceedings in respect in respect of the contractual partner's assets are opened or the opening of such as been refused for lack of assets.

5.4. The hotel shall inform the contractual partner of the exercise of the right to rescind in text form without undue delay.

5.5. In the cases of rescission specified above, the contracting partner shall not have any entitlement to claim damages.

6. ARRIVAL AND DEPARTURE

6.1. The contractual partner shall not acquire any claim for the provision of specified rooms unless the hotel has confirmed the provision of specified rooms in text form.

6.2. Reserved rooms are available to the contractual partner from 3 p.m. on the agreed arrival date. It shall not be entitled to earlier provision unless the contractual partner and the hotel agreed on this in text form.

6.3. The contractual partner or the relevant participants of the event shall occupy the booked rooms no later than 6 p.m. on the agreed arrival date. Unless a later arrival time is explicitly agreed, the hotel has the right to rent out the reserved rooms to a third party after 6:00 p. m., without the contractual partner being entitled to derive any claims for damages as a result. To this extent, the hotel shall have a right of rescission.

6.4. On the agreed departure date, the rooms shall be returned to the hotel in a cleared condition at 12:00 o'clock at the latest. Afterwards, the hotel may invoice the damages thus incurred beyond the daily room rate for the additional use of the rooms until 6 p.m., and after 6 p.m. 100% of the valid accommodation rate.

7. CHANGES IN THE NUMBER OF PARTICIPANTS FOR EVENTS, THE EVENT TIME AND NO-SHOWS

7.1. The contractual partner is obliged to inform the hotel about the anticipated number of participants when ordering. The final number of participants shall be stated to the hotel in text form no later than 14 working days prior to the event date in order to ensure careful preparation. A change in the number of participants by more than 5% requires the hotel's approval.

7.2. Where the registered and contractually agreed number of participants is increased, the hotel shall, when invoicing services that the hotel charges per number of the registered persons (such as hotel rooms, catering and beverages), charge depending on the actual number of persons. In the event that the contractually registered number of participants is reduced by more than 5%, the hotel is entitled to charge for the contractually agreed number of participants minus 5%.

7.3. Where the number of participants is reduced by more than 10%, the hotel is entitled to reasonably increase the agreed prices and to exchange the confirmed rooms unless this cannot be expected from the contractual partner. The rates may also be changed by the hotel, where the contractual partner subsequently requests changes in the number of participants, in the service of the hotel or the duration of the event, and the hotel agrees. Where a separable part of a booked event is not made use of, then the hotel may demand a reasonable compensation for the part not made use of according to the provisions in section IV, subsections 1 a) and b).

7.4. The contractual partner shall be free to prove that the hotel has a higher share in saved expenses.



7.5. If the agreed starting and closing times of the event are changed without the hotel's prior approval in text form and the hotel agrees to these changes, then the hotel may charge additional costs for availability according to Section 315 of the German Civil Code (BGB) unless the hotel is responsible for the change in time.

7.6. For events taking place beyond 11 p.m., the hotel may charge for the manpower requirements based on itemization starting at this point in time, unless agreed otherwise. Furthermore, the hotel may request reimbursement of travel expenses for the staff based on itemization, where the staff needs to start their way home after public transportation service hours.

7.7. Where one of the event guests does not show up, the hotel is entitled to charge 90% of the agreed rate (accommodation, breakfast, conference flat rate).

8. BRINGING FOOD AND BEVERAGES

Food and beverages for events shall only be provided by the hotel. Exceptions require an agreement in text form. In these cases, the hotel is entitled to charge a service fee according to Section 315 of the German Civil Code (BGB – Bürgerliches Gesetzbuch) in order to cover the overhead costs. The contractual partner shall assume full liability for the health safety of the brought food and beverages and holds the hotel harmless of any claims by third parties to that extent.

9. EXECUTION OF THE EVENT

9.1. If the Hotel procures technical and other installations for the contractual partner upon the contractual partner's request from third parties, it acts on the contractual partner's behalf, authority and invoice. The contractual partner shall be liable for careful treatment and proper return. It shall hold the Hotel harmless of all claims arising from the rental of such installations by third parties.

9.2. Use of own electrical systems and devices of the orderer or event host by using the hotel's power supply system requires the hotel's prior approval in text form. Arising interferences and damage to the technical facilities of the hotel caused by use of such devices and systems shall be borne by the contractual partner unless the hotel is responsible for them. The hotel may record and charge the power supply costs incurred by use on a flat rate basis.

9.3. The contractual partner is entitled to use its own phone, fax and data communications equipment with the hotel's prior approval. The hotel may demand connection and service fees. Where the hook-up of the contractual partner's own systems results in the hotel's relevant facilities being unused, a reasonable remuneration for the loss may be charged.

9.4. The hotel shall endeavour to promptly remedy interferences in the technical or other facilities provided by the hotel upon the contracting partner's complaint. Payments may not be withheld or reduced insofar as the hotel is not responsible for these interferences.

9.5. The contractual partner shall obtain any and all official permits as may be required for the execution of the event at its own costs. Compliance with these permits and any and all other applicable provisions under public law related with the event shall be incumbent on the contractual partner. To the extent that the contractual partner assigns the performance of services within the scope of the event (such as for installation works etc.) to third parties, the contractual partner shall assure compliance with any and all relevant work safety and security provisions.

9.6. The contracting partner shall process the formalities required for the self-arranged music performances and sound system as well as settlement with the competent institutions (such as the collecting society GEMA) at its own responsibility.

9.7. The contractual partner may use names and brand names of the hotel within the scope of advertising its event only with the hotel's prior coordination.

10. ITEMS CARRIED ALONG

10.1. Exhibition objects or personal items that the event host, its visitors, guests, employees etc. have carried along are at the event host's risk in the hotel or in the event rooms. The hotel shall not assume any obligation to guard or store such objects or items. The hotel does not assume liability for loss, perishing or damage, except for the hotel's gross negligence or intent. This shall not apply to injury to life, limb or health. Further, any and all cases where the storage is an obligation typical under such agreement due to the circumstances of the individual case shall be excluded from such disclaimer of liability.

10.2. Brought decoration material must comply with the fire protection requirements. The hotel is entitled to demand an official proof thereof. Where such proof is not provided, the hotel shall have the right to remove material already put up at the customer's costs. Due to potential damage, the setup and fixing of objects shall be coordinated with the hotel beforehand.

10.3. The exhibition and other objects carried along shall be removed after the end of the event without undue delay. The hotel may remove and have stored objects left at the hotel at the contractual partner's cost. Where removal requires a disproportionately great effort, the hotel may leave the items in the event room and charge the relevant room rate for the duration of them remaining there. The contracting partner reserves the right to prove a lower amount of damage; the hotel reserves the right to prove a higher amount of damage.

10.4. Packaging material (cardboard packaging, boxes, plastic etc.) resulting in connection with the supply of the event on the part of the contractual partner or third parties shall be disposed of by the contracting partner. In the event that the event host leaves packaging material behind at the hotel, then the hotel is entitled to dispose of it at the contractual partner's costs.

11. LIABILITY AND OTHER OBLIGATIONS OF THE CONTRACTUAL PARTNER

11.1. The contractual partner shall be liable for any and all damage to the building and fixtures that is caused by event participants or event guests, the contractual partner's employees, any other third parties from its sphere or the contractual partner themselves or their legal representatives (gesetzliche Vertreter) or persons used to perform the hotel's obligations (Erfüllungsgehilfen).

11.2. The hotel may demand the contractual partner to provide appropriate securities (such as insurance, security deposits, suretyships) to secure potential claims due to damage.

11.3. The event host shall ensure that any waste will be properly disposed of according to the statutory provisions on separation and other treatment. In case of infringement, the hotel is entitled to charge the costs for disposal and the costs for any special cleaning of the rooms related to this to the event host.

11.4. Commissioning external security services requires the hotel's prior written approval.

11.5. Photographs for commercial purposes may only be taken in the hotel with its prior approval in text form.

12. LIABILITY OF THE HOTEL, LIMITATION OF ACTION

12.1. Should any defects in the services of the hotel be discovered or the services be interfered with, the hotel will strive to take corrective measures upon immediate notice given by the contractual partner. Where the contractual partner culpably fails to report a defect to the hotel, then no claim for reducing the contractually agreed remuneration shall arise.

12.2. The hotel shall be liable for any and all damages from injury to life, limb, and health as well as in the event that the hotel furnishes a guarantee and in the event of fraudulently concealed defects.

12.3. The hotel shall only be liable for any other damages not included in section XII, subsection 2 and not caused by slightly negligent conduct of the hotel, its legal representatives (gesetzliche Vertreter) or persons used to perform the hotel's obligations (Erfüllungsgehilfen), if such damages are attributable to the infringement of an obligation typical under such agreement. In such cases, liability is limited to the foreseeable damage that might typically occur under such contract.

12.4. The limitations of liability above shall apply to any and all claims for damages irrespective of their legal ground, including claims based on tort. The limitations and disclaimers of liability above shall also apply to any and all claims for damages of a contractual partner against the hotel's employees or persons used to perform the hotel's obligations (Erfüllungsgehilfen) .

12.5. The hotel shall be liable towards the contractual partner for items brought into it, pursuant to the legal provisions. The hotel recommends making use of the opportunity to store items in the room safe or central hotel safe.

12.6. If a parking space in the garage or on the car park of the hotel is made available to the contractual partner – possibly against payment – this does not constitute a safekeeping agreement. The hotel does not have a monitoring duty. The hotel shall not be liable for loss or damage to vehicles parked or manoeuvred on the hotel premises or such vehicles' contents, unless the hotel is responsible for intent or gross negligence. This shall also apply to persons used to perform the hotel's obligations (Erfüllungsgehilfen). The damages need to be claimed against the hotel no later than when leaving the hotel premises.

12.7. The hotel shall carry out wake up service requests with the greatest care. Claims for damages, other than due to gross negligence or intent, shall be excluded.

12.8. Messages, mail and consigned goods for the contractual partner and the event participants shall be handled with care. The hotel shall assume delivery, storage and – upon request and against a remuneration – forwarding of them, and upon request, also for lost and found items. Claims for damages, other than due to gross negligence or intent, shall be excluded. The hotel is entitled to hand over the aforementioned objects to the local lost-and-found office by charging an appropriate fee after a one-month storage period at the latest.

12.9. Claims for damages of the contractual partner shall become time-barred no later than two years after the point in time at which the contractual partner becomes aware of the damage or, regardless of such knowledge, no later than three years after the time of the damaging event. This shall not apply to liability for damages from injury to life, limb or health or any other damages based on an intentional and grossly negligent breach of duty on the part of the hotel, a legal representative (gesetzlicher Vertreter) or a person used to perform the Hotel's obligations (Erfüllungsgehilfen) of the hotel.



13 . FINAL PROVISIONS

13.1. Amendments or supplements to the Agreement, the acceptance of order or these General Terms and Conditions for Events shall be made in text form. Unilateral amendments or supplements by the contractual partner shall not be effective.

13.2. Place of performance and payment shall be the place of the hotel.

13.3. The place of jurisdiction shall be the place of the hotel. If the contractual partner has no general place of jurisdiction in Germany, then the place of jurisdiction shall be deemed the place of the hotel. However, the hotel is also entitled to institute actions and other legal proceedings at the contractual partner's general place of jurisdiction. The hotel is not willing and not obliged to participate in dispute resolution procedures before a consumer conciliation body.

13.4. The law of the Federal Republic of Germany shall apply to the exclusion of the (UN) Convention on the International Sale of Goods (CISG).

13.5. In the event that individual provisions of these General Terms and Conditions for events are or become invalid or void, the validity of the remaining provisions shall not be affected. Furthermore, the statutory provisions shall apply.

Rottach-Egern, November 2022