



## General terms and conditions of business for Hotel Schmeller Hof in Bad Aibling

### Article 1 Scope

1. These General Terms & Conditions of Business (GTC) apply to all services provided by the hotel to guests, event organisers and other contract partners (hereinafter referred to as the "contract partner").

These services consist, in particular, of allowing the use against payment of hotel bedrooms and other rooms for e.g. seminars, meetings, presentations, conferences, banquets and other events, the sale of food and beverages (F&B), the organisation of cultural and sporting events and other programmes, the provision of special health promotion measures and comparable special offerings, as well as all further supplies and services of the hotel associated therewith. The hotel is entitled to have its services performed by third parties.

2. These GTC apply to all forms of contract, such as hotel accommodation, package tour, quota or event contracts concluded with the hotel. The GTC shall also apply to all future business with the contract partner.

3. The GTC of the contract partner shall not apply even where the hotel fails to expressly reject these. Counterconfirmations of the contract partner making reference to its GTC are hereby rejected.

### Article 2 Conclusion of contract

1. In principle, the relevant contract comes into existence following a verbal or written request by the contract partner and on acceptance by the hotel. The hotel shall be free to accept the request in writing, verbally, in text form (email, fax) or de facto by providing the service.

2. Where the contract partner concludes a so-called quota contract, the contract partner shall be liable for all damage culpably caused by the end user.

3. Sub-or further letting, or the unpaid use by third parties of the rooms provided, as well as uses for purposes other than accommodation, shall only be permitted if the hotel has given its express permission. On request, the hotel may, at its discretion, grant an exception in writing.

### Article 3 Events

1. To facilitate due preparation by the hotel, the contract partner must notify the hotel of the final number of participants no later than three days prior to the beginning of the event. Insofar as the contract partner thereby notifies a higher number of participants than agreed, such higher number of participants shall only be included in the contract if the hotel agrees to this in writing. If the hotel does not agree in writing, the contract partner shall not be entitled to conduct the event with a higher number of participants. If the hotel does agree, the charges shall be based on the new agreement (where applicable with additional expenses). The contract partner shall have no right to consent by the hotel. The charges shall be based on the contractual agreements irrespective of the number of participants notified to the hotel. Should fewer participants actually attend the event, this shall be irrelevant in respect of the charges.

2. Where the agreed time of commencement of an event is moved, the hotel shall be entitled to invoice the contract partner for all additional costs thereby incurred.

3. Reserved rooms shall be available to the contract partner only within the period of time agreed in writing; use beyond those times requires the written permission of the hotel which will in principle only be granted on payment of additional charges. The hotel reserves the right to make room changes insofar as these are reasonable for the contract partner taking the hotel's interests into consideration.

4. For events which go on beyond midnight, the hotel shall be entitled to invoice € 30.00 plus VAT per service employee booked for each hour or part thereof. The contract partner shall be liable to the hotel for additional services provided to the participants in the event or to third parties in connection with the event.

5. If nothing to the contrary is expressly agreed in writing, the contract partner shall obtain all official permits at its own expense. The contract partner is responsible for complying with all relevant requirements of (administrative) law. The contract partner shall pay any levies payable to third parties for the event, such as GEMA fees, entertainment tax etc, directly to the creditor concerned without delay.

6. The contract partner shall be liable for the conduct of its employees, the participants at the event and also for any other auxiliary staff in the same way as for its own conduct. The hotel may demand provision of appropriate security from the contract partner (e.g. insurance, deposits, guarantees).

7. To prevent damage, the affixing and installation of decorative material or other items must be agreed with the hotel in advance. Exhibits and other objects brought in must be removed at the end of the event. Should the contract partner fail to comply with this provision, the hotel shall be entitled to have them removed and stored at the contract partner's expense. The contract partner shall dispose of all transport packaging, outer packaging and all other packaging materials at its own expense. Should the contract partner leave packaging behind after the end of the event, this may be disposed of at the contract partner's expense. All items such as decorative material brought in in connection with the event must meet all relevant statutory requirements.

8. The hotel is not insured for items brought in. Arranging the requisite insurance is exclusively a matter for the contract partner.

9. Wherever the hotel is able to do so, faults or defects on equipment provided by the hotel will be repaired. The contract partner cannot derive any rights in this respect.

10. Where the contract partner brings in its own electrical equipment, the hotel management must give its permission before such equipment is connected to the electricity network. The power consumed will be invoiced at the currently valid electricity prices as charged to the hotel by the power supplier. The hotel shall be free to charge a flat rate fee at its discretion. Any faults or defects in the hotel's technical equipment caused by such connection shall be for the account of the contract partner.

11. Where the hotel procures technical or other equipment for the contract partner from third parties, the hotel acts in the name of and for the account of the contract partner. The latter shall be liable for the careful handling and orderly return of such equipment and shall indemnify the hotel against all claims by third parties on first written demand. The hotel shall not be liable for failure to procure the

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equipment on time or for any defects in the equipment procured.

12. In principle, the contract partner may not bring food and beverages to events. Written agreement may be reached in special cases (e.g. national specialities etc.); in such cases, an overhead charge will be billed with deduction of the proportional cost of the goods.

13. Newspaper advertisements containing invitations to job interviews and/or sales events in principle require prior written permission from the hotel. Should publication take place without permission, the hotel shall have the right to cancel the event.

14. Any form of advertising, information or invitations which create a link to the hotel, especially by use of the hotel's name, require the prior written consent of the hotel.

#### **Article 4 Use, handover of rooms, check-out**

1. Rooms are made available exclusively for the purposes of accommodation.

2. The contract partner shall be liable to the hotel for all damage caused by it or by third parties who have received services by the hotel on its instigation.

3. The contract partner shall have no right to use of particular rooms. If rooms should not be available in the hotel, the hotel shall inform the contract partner of this immediately and offer the contract party substitute rooms of equivalent value in a nearby hotel of the same category. If the contract partner declines this offer, the hotel must immediately refund payments made by the contract partner.

4. Booked rooms shall be available to the contract partner from 16:00 on the day of arrival. If no agreement to the contrary is reached, the hotel shall be entitled to let booked rooms to other parties from 18:00 without the contract partner being able to derive any rights or claims thereby.

5. Rooms must be vacated by no later than 12:00 on the day of departure. After this, in addition to any losses incurred as a result of the room not being vacated, the hotel may charge the daytime room rate for additional use until 16:00, and for use after 16:00, 100% of the full price of the accommodation (list price).

#### **Article 5 Provision of services, prices, payments, offsetting and assignment**

1. The prices for the relevant services are based on the hotel price list applicable at the time the service is provided. All prices are quoted inclusive of value added tax at the statutory rate in force at the time. Increases in value added tax shall be borne by the contract partner. If the period between conclusion of contract and initial provision of services exceeds 120 days, the hotel shall be entitled to increase prices by a maximum of 15%. Subsequent alterations to services may lead to changes in prices. The hotel is entitled to request an advance payment or provision of security from the contract partner on conclusion of contract of up to 100% of the total amount due by the contract partner. The amount of the advance payment and payment dates may be specified in the contract.

2. Where the contract partner has booked within a period in which a trade fair, major event or the like is taking place and the timing of such event is changed after conclusion of contract for reasons beyond the hotel's control, the contract shall apply to the new period of time if the hotel is able to provide the agreed services at that time. The hotel shall inform its contract partner within a reasonable period as to whether it can meet its obligations. If the service cannot be provided, especially in the event that the rooms booked are already let to third parties for the new time period, the parties may withdraw from the contract without giving reasons. Assertion of claims against the respective other party is excluded. This shall not apply in respect of payments already made; these shall be refunded or credited.

3. Amounts due to the hotel are payable without deduction immediately upon receipt of the relevant invoice.

An invoice shall be deemed to have been received by the invoice recipient at the latest 3 days after being sent, except where earlier delivery can be proved. The statutory provisions apply in the case of payment arrears.

4. The preparation of a consolidated invoice shall not release the contract partner from the duty to pay individual invoices on time. In the event of default in payment, even of only one individual invoice, the hotel shall be entitled to withhold all further and future services, and to make provision of services contingent upon a deposit of up to 100% of the payment still outstanding.

5. A collection fee of € 10.00 shall be payable for each reminder issued. In principle, invoices are payable immediately in cash, by credit card or after 10 days. The hotel is entitled to refuse cheques, credit cards and foreign currency. Vouchers from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. Reimbursement for services not used is excluded.

6. The contract partner may only offset against amounts due to the hotel if the relevant claim is undisputed

or has been finally determined by the courts. The same applies correspondingly to any exercise of rights of retention on account of the contract partner's own claims. Claims and other rights may only be assigned with the written permission of the hotel.

#### **Article 6 Cancellation**

1. Reservations by the contract partner are binding on both parties to the contract. In the event of a cancellation by the contract partner it must pay the following cancellation charges:

a) no cancellation charge if written cancellation is received by the hotel within 60 days of the date of commencement of the service period

b) a cancellation charge amounting to 50% of the value of the services ordered if the hotel receives written cancellation within 30 days of the date of commencement of the service period

c) a cancellation charge amounting to 70% of the value of the services ordered if the hotel receives written cancellation within 20 days of the date of commencement of the service period

d) a cancellation charge amounting to 90% of the value of the services ordered if the hotel receives written cancellation within 8 days of the date of commencement of the service period

2. The contract partner is entitled to provide proof that no loss was incurred by the hotel or that the loss incurred was less.

3. Insofar as the hotel can provide the cancelled service to third parties within the agreed period, the cancellation charge payable by the contract partner shall be reduced by the amount that such third parties pay for the cancelled service, but up to a maximum of the total cancellation charge due.

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### **Article 7 Withdrawal/cancellation by the hotel**

1. By law, the hotel is entitled to withdraw from the contract (section 323 German Civil Code) or to terminate the contract (section 314 German Civil Code) if
  - a) the contract partner fails to meet an obligation
  - b) fulfilment of the contract is impossible due to force majeure, strike or other circumstances for which the hotel is not responsible
  - c) the contract partner gives misleading or false information on material data
  - d) the contract partner uses the name of the hotel advertising materials without prior written permission
  - e) the rooms which are the subject of the contract are sublet in part or in full without the hotel's written permission
  - f) The hotel has justified reasons to believe that use of the hotel's services may jeopardise the smooth running of its business operations, safety, security or the hotel's public reputation.
2. The hotel shall notify the contract partner in writing that it is exercising its right of cancellation/termination without delay, but at the latest within 14 days of learning of the reason for such cancellation/termination. Rescission of the contract by the hotel shall not be grounds for claims by the contract partner to damages or other compensation. Any right of the hotel to reparation of any loss incurred by it and of the expenditure made by it remains unaffected in the event of justified cancellation of contract.

### **Article 8 The hotel's liability, items brought in, period of limitation**

1. In principle the hotel shall be liable in respect of all statutory and contractual claims only in the case of intentional conduct or gross negligence.
2. By way of exception, the hotel shall be liable in respect of ordinary negligence in the event of loss or damage
  - a) due to the breach of essential contractual duties. In such cases, liability is limited to foreseeable losses typical for that type of contract
  - b) due to death, personal injury or injury to health.
3. Any liability on the part of the hotel for consequential damages or indirect damages is excluded.
4. Disclaimers and limitations of liability apply correspondingly to all companies engaged by the hotel in fulfilment of its contractual duties, as well as their subcontractors and agents employed in the performance of an obligation for which they are vicariously liable. Such disclaimers and limitations of liability shall not apply if the hotel has given a guarantee in respect of the properties of any item or of work or in the event of defects concealed with the intent to deceive.
5. The contract partner is obliged to notify the hotel of obvious defects without delay, at the latest prior to its departure from the hotel.
6. The statutory provisions contained in sections 701 and seq. German Civil Code are applicable in relation to items brought in by the contract partner.
7. Items left behind by the contract partner/guest shall only be forwarded at the request, risk and expense of the contract partner. The hotel shall store such items for 6 months and charge a reasonable fee for doing so. Insofar as the items have a recognisable value, items will then be turned over to the local lost property office.
8. All claims by the contract partner against the hotel arising out of or in connection with the contract become time barred after the expiry of one year, beginning with the end of the year in which the claim arose and the contract partner learned of the circumstances forming grounds for the claim or, without gross negligence, ought to have learned of such grounds.

### **Article 9 Addition provisions for package tour contracts**

1. Where, along with providing subsistence and accommodation, the contract provides for the hotel to organise a leisure time programme as a chargeable service, this shall represent a so-called package tour contract.
2. The contract partner may not assert any claims due to changes to, variations in or curtailments of individual services within the scope of a package tour contract which become necessary subsequent to conclusion of contract if such changes, variations or curtailments are merely insignificant.
3. If the contract partner fails to use agreed services despite these having been made available, no reduction in or refund of the full charge is possible.
4. The hotel shall not be liable for loss or damage suffered by the contract partner through use of a special service provided by a third party; the contract partner will be referred to its rights to enforce its claims against the relevant party who arranged the special service in this respect.

### **Article 10 Place of performance and payment, place of jurisdiction, side agreements, partial invalidity**

1. Place of performance and payment for both parties is the place of business of the relevant hotel operation.
2. German law shall be applicable.
3. Place of jurisdiction is Bad Aibling.
4. Should any provisions of contract, including these General Terms and Conditions of Business, be ineffective, this shall not affect the effectiveness of the remaining provisions. The parties shall replace such ineffective provisions forthwith by an effective provision that approaches as closely as possible the purpose sought and its financial significance. The same applies if the contract should contain omissions.

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