



General terms and conditions for the hotel accommodation contract DAS GRASECK GmbH & Co.KG

1. Validity

- 1.1. These terms and conditions apply to contracts for the rental of conference, banquet and event rooms in the hotel for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other services and deliveries provided by the hotel for the customer in this context.
- 1.2. Subletting or subletting of the rooms, areas or showcases provided, as well as invitations to job interviews, sales or similar events, require the prior written consent of the hotel, whereby the right to termination in accordance with Section 540 Paragraph 1 Clause 2 BGB is waived.
- 1.3. The customer's general terms and conditions only apply if this has been expressly agreed in writing.

1. Conclusion of Contract, -partner

- 2.1. The contractual partners are the hotel and the customer. The contract is formed when the hotel accepts the customer's application. The hotel is free to confirm the booking of the event in text form.
- 2.2. The hotel is liable for damage to life, limb, or health for which it is responsible. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of contractual obligations on the part of the hotel. Typical constitutional obligations are those obligations that make the proper execution of the contract possible and on the fulfillment of which the customer relies on and may rely. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Further claims for damages, unless otherwise regulated in Section 9, are excluded. Should disruptions or defects occur in the hotel's services, the hotel will endeavor to remedy the situation if it becomes aware of it or if the customer complains immediately. The customer is obliged to do what is reasonable for him to remedy the disruption and to keep possible damage to a minimum. In addition, the customer is obliged to inform the hotel in good time of the possibility of exceptionally high damage occurring.

1. Services, Prices, Payments, Add-ons

- 3.1. The hotel is obliged to provide the services ordered by the customer and promised by the hotel.
- 3.2. The customer is obliged to pay the agreed or applicable prices of the hotel for these, and other services used. This also applies to services commissioned by the customer directly or through the hotel, which are provided by third parties and paid for by the hotel. This also applies to claims from copyright collecting societies.
- 3.3. If a minimum turnover has been agreed and this is not achieved, the hotel can demand 80% of the difference as lost profit, unless the customer proves a lower damage or the hotel a higher damage.

Status: January 25th 2023

Page 1 of 6

**General terms and conditions for the hotel accommodation contract
DAS GRASECK GmbH & Co.KG**

- 3.4. The agreed prices include the taxes applicable at the time the contract is concluded. If the statutory sales tax changes after the contracts have been concluded, the prices will be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between the conclusion of the contract and the fulfillment of the contract exceeds four months.
- 3.5. If payment on account has been agreed, payment must be made within ten days of receipt of the invoice without deductions, unless otherwise agreed.
- 3.6. The hotel is entitled to demand a reasonable advance payment from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in writing in the contract. If the customer is in default of payment, the statutory regulations apply.
- 3.7. In justified cases, for example the customer is in arrears with payments, or the scope of the contract is extended, the hotel is entitled to demand an advance payment or security deposit or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration, even after the contract has been concluded up to the start of the event.
- 3.8. The customer can only offset or set off against a claim of the hotel with an undisputed or legally binding claim.
The customer agrees that the invoice can be sent to him electronically.

2. Customer Resignation (Unsubscription, Cancellation)

- 4.1. A unilateral cancellation of the contract concluded with the hotel by the customer free of charge is only possible if a right to cancellation free of charge was expressly agreed in the contract or if there is a statutory right to cancellation free of charge.
- 4.2. If an appointment for free withdrawal from the contract has been agreed between the hotel and the customer, the customer can withdraw from the contract up to that point without triggering payment or damage claims by the hotel. The customer's right of withdrawal expires if he does not use this right in writing to the hotel until the agreed date.
- 4.3. If a right of withdrawal according to 4.1 has not been agreed or has already expired and there is also no legal right to free cancellation of the contract, the hotel retains the right to the agreed remuneration according to sections 3.3, 4.4, 4.5 and 4.6 despite non-use of the service. The hotel must offset the income from other rentals as well as the saved expenses. The expenses saved in each case can be calculated as a lump sum, in the case of individually shown rental prices of up to 95%, otherwise in accordance with sections 3.3, 4.4, 4.5 and 4.6. The customer is free to prove that the claim did not arise or did not arise in the required amount. The hotel is free to prove that a higher claim has arisen.
- 4.4. If the customer withdraws before the date of the event, the hotel is entitled to add 20% to the agreed rental price (less any income or saved expenses in accordance with Section 4.3 Clause 2) and the services provided in accordance with Section 3.2 Clause 2 and/or an agreed minimum

General terms and conditions for the hotel accommodation contract DAS GRASECK GmbH & Co.KG

turnover in accordance with Section 3.3. of the lost sales, from the 89th day 40%, from the 59th day 65%, from the 30th day 80% and from the 10th day 95% of the sales. In the case of events lasting several days, the first day of the event is decisive for calculating the deadline. The customer is free to prove that the claim did not arise or did not arise in the required amount. The hotel is free to prove that a higher claim has arisen.

- 4.5. The consumption turnover is calculated according to the formula: Agreed menu price plus drinks x number of participants. If no price has yet been agreed for the menu, the cheapest 4-course menu of the valid event offer will be taken as a basis. Drinks are charged at a third of the menu price.
- 4.6. If a conference flat rate per participant has been agreed, the hotel is entitled to charge 20% from the signing of the contract, 40% from the 89th day before the event date, 65% from the 59th day and 80% from the 30th day. to charge 95% of the conference flat rate x the agreed number of participants from the 10th day. In the case of events lasting several days, the first day of the event is decisive for calculating the deadline. The customer is free to prove that the claim did not arise or did not arise in the required amount. The hotel is free to prove that a higher claim has arisen.

3. Resignation of the Hotel

- 5.1. If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked event rooms and the customer, upon inquiry by the hotel, with a reasonable deadline did not waive his right to withdraw. This applies accordingly if an option is granted if there are other inquiries and the customer is not ready to make a firm booking after the hotel has asked for a reasonable deadline.
- 5.2. If an advance payment or security deposit agreed or requested in accordance with Section 3.6 and/or Section 3.7 is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.
- 5.3. Furthermore, the hotel is entitled to extraordinarily withdraw from the contract for an objectively justifiable reason, in particular if - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract; - events or rooms are culpably booked with misleading or false information or with the concealment of essential facts; The identity of the customer, the ability to pay or the purpose of the stay can be essential. - the hotel has justified reason to believe that the event may jeopardize the smooth running of business, the security or the reputation of the hotel in public, without this being attributable to the hotel's area of control or organization; - the purpose or reason for the event is illegal; - there is a breach of Section 1.2.

General terms and conditions for the hotel accommodation contract DAS GRASECK GmbH & Co.KG

The justified withdrawal of the hotel does not justify the customer's claim for damages. If the hotel has a claim for damages against the customer in the event of a withdrawal in accordance with the above clause 5.2 or 5.3, the hotel can set a lump sum for this. In this case, Sections 4.3 to 4.6 apply accordingly.

4. Adjustment of number of guests and timings;

- 6.1. An increase in the number of participants by more than 5% must be communicated to the hotel no later than five working days before the start of the event; it requires the consent of the hotel, which should be in text form. The billing is based on the actual number of participants, but at least 95% of the agreed higher number of participants. If the actual number of participants is lower, the customer has the right to reduce the agreed price by the additional expenses saved due to the lower number of participants.
- 6.2. The hotel should be informed of a reduction in the number of participants by more than 5% in good time, at the latest five working days before the start of the event. Billing is based on the actual number of participants, but at least 95% of the agreed number of participants. Section 6.1 sentence 3 applies accordingly.
- 6.3. If the number of participants is reduced by more than 10%, the hotel is entitled to exchange the confirmed rooms, taking into account any deviating room rent, unless this is unreasonable for the customer.

If the agreed start or end times of the event are changed and the hotel agrees to these deviations, the hotel can charge for the additional service provided, unless the hotel is at fault.

5. Bringing in Foods and Beverages.

In principle, the customer may not bring food and drinks to events. Exceptions require an agreement in text form with the hotel. In these cases, a reasonable contribution to cover overheads will be charged.

6. Technical facilities, Connections and other equipment

- 8.1. As far as the hotel procures technical equipment, connections and/or other equipment from third parties for the customer at the customer's request, it acts in the name, with authority and for the account of the customer. The customer is liable for careful handling and proper return. He exempts the hotel from all third-party claims arising from their provision.
- 8.2. The use of the customer's own electrical systems using the hotel's electricity network requires the customer's consent. Malfunctions or damage to the hotel's technical systems caused by the use of these devices shall be borne by the customer, insofar as the hotel is not responsible for them. The hotel may record and charge a flat rate for the electricity costs arising from the use.

**General terms and conditions for the hotel accommodation contract
DAS GRASECK GmbH & Co.KG**

- 8.3. With the consent of the hotel, the customer is entitled to use his own telephone, fax and data transmission facilities. The hotel may charge a connection fee for this.
- 8.4. The customer must obtain the official permits required for the event in time at his own expense. He is responsible for compliance with public law requirements and other regulations.
- 8.5. The customer is responsible for handling the necessary formalities and billing with the relevant institutions (e.g. GEMA) as part of processes relevant to copyright (e.g. music performances, film screenings, streaming services).
- 8.6. Malfunctions in the technical or other facilities provided by the hotel will be rectified immediately, if possible. Payments cannot be withheld or reduced unless the hotel is responsible for these disruptions.

7. Loss of or damage to items brought along.

- 9.1. Exhibits or other items, including personal items, are in the event rooms or in the hotel at the risk of the customer. The hotel assumes no liability for loss, destruction or damage, including financial loss, except in the case of gross negligence or intent on the part of the hotel. Excluded from this are damages resulting from injury to life, limb or health. In addition, all cases in which safekeeping is a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.
- 9.2. Decoration material and other items brought in by the customer and their use must comply with fire protection requirements and official regulations. The hotel is entitled to demand official proof of this. If such proof is not provided, the hotel is entitled to remove material already brought in at the customer's expense. Due to possible damage, the installation and attachment of objects must be agreed with the hotel in advance.
- 9.3. Exhibition or other objects brought along must be removed immediately after the end of the event. If the customer fails to do so, the hotel may remove and store them at the customer's expense. If the items remain in the event room, the hotel can charge a reasonable usage fee for the duration of the room being withheld.

8. Customer Liability for Damage.

- a) If the customer is an entrepreneur, he is liable for all damage to buildings or inventory caused by event participants or visitors, employees, other third parties in his area or himself.
- b) The hotel can require the customer to provide an appropriate security deposit, for example in the form of a credit card guarantee.



**General terms and conditions for the hotel accommodation contract
DAS GRASECK GmbH & Co.KG**

9. Final Provisions

- a) Changes and additions to the contract, the acceptance of applications or these General Terms and Conditions should be made in text form. Unilateral changes or additions are invalid.
- b) If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Garmisch-Partenkirchen. The hotel can also sue the customer at the customer's place of business. The same applies to customers who do not fall under sentence 1 if their registered office or place of residence is not in an EU member state.
- c) German law applies. The application of the UN sales law is excluded.
- d) In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("OS platform"): <http://ec.europa.eu/consumers/odr/>. However, the hotel does not participate in dispute settlement procedures before consumer arbitration boards.