

## GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT

### I. Scope of application

- 1) These General Terms and Conditions apply to contracts for the rental of hotel rooms and suites for accommodation hotel rooms and suites for accommodation as well as all other services and supplies provided by the hotel for the customer services and deliveries provided by the hotel for the customer.
- 2) The subletting or re-letting of the rooms provided and their use for purposes other than accommodation accommodation purposes require the prior consent of the hotel in text form, whereby the right of termination pursuant to § 540 paragraph 1 sentence 2 BGB is waived.
- 3) The customer's general terms and conditions shall only apply if this has been expressly agreed in text form.

### II. Conclusion of contract

- 1) The contractual partners are the hotel and the customer. The contract is concluded upon acceptance of the customer's application by the hotel. In the event of booking via the hotel's own homepage, the contract is concluded by clicking on the „Book bindingly“ button. The hotel is free to confirm the room booking in text form.
- 2) If a third party makes the booking on behalf of the customer, he shall be liable to the hotel as the ordering party together with the customer as joint and several debtors.

### III. Services, prices, payment, offsetting

- 1) The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- 2) The customer is obliged to pay the hotel's applicable or agreed prices for the provision of the room and the other services used by him. This also applies to services commissioned by the customer directly or via the hotel, which are provided by third parties and disbursed by the hotel.
- 3) The agreed prices include the taxes and local charges applicable at the time the contract is concluded. Not included are local taxes that are owed by the guest according to the respective municipal law, such as visitor's tax. In the event of a change in the statutory sales tax or the introduction, amendment or abolition of local taxes on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between the conclusion and fulfillment of the contract exceeds four months.
- 4) Unless other terms of payment have been expressly agreed, the hotel's invoices are due for payment due for payment immediately upon receipt of the invoice, without any deductions.
- 5) The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract security deposit, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in text form in the contract. The statutory provisions shall apply if the customer is in default of payment.

6) In justified cases, for example if the customer is in arrears with payment or if the scope of the contract is extended, the hotel is entitled, even after conclusion of the contract up to the start of the stay, to demand an advance payment or security deposit within the meaning of III. 5) above or an increase in the advance payment or security deposit agreed in the advance payment or security deposit up to the full agreed remuneration.

7) Furthermore, the hotel is entitled to demand from the customer at the beginning and during the stay an appropriate advance payment or security deposit within the meaning of III. 6) above for existing and future claims arising from the contract, insofar as such has not already been made in accordance with III. 5) and III. 6) above.

8) The customer may only offset or set off an undisputed or legally enforceable claim against a claim of the hotel. offset or set off.

9) The customer agrees that the invoice may be sent to him electronically.

10) No foreign currencies are accepted for payment of the services used.

#### IV. Room provision, room handover and room return

1) The customer does not acquire any claim to the provision of specific rooms, unless this has been expressly agreed in text form.

2) Booked rooms are available to the customer from 15:00 on the day of arrival. The customer has no claim to earlier availability.

3) On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12:00 noon at the latest. Thereafter, the hotel may charge 50% of the full accommodation price (price according to the price list) for the late vacating of the room for its use in excess of the contract until 6:00 p.m., and 90% from 6:00 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer is at liberty to prove that the hotel has no or a significantly lower claim to a usage fee.

#### V. Non-utilization of the hotel's services, withdrawal/termination of the customer (cancelation)

1) The customer may only unilaterally withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly right of withdrawal has been expressly agreed in the contract or a statutory right of withdrawal or termination exists.

2) If a date has been agreed between the hotel and the customer for a cost-free withdrawal from the contract the customer may withdraw from the contract up to that date without incurring payment or compensation claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal in text form vis-à-vis the hotel by the agreed date.

3) If a right of withdrawal has not been agreed or has already expired and there is also no statutory right of withdrawal or termination, the hotel shall retain the claim to the agreed remuneration despite non-utilization of the service. The hotel must offset the income from renting the rooms to other parties as well as the saved expenses saved. If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for bed and breakfast, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the aforementioned claim did not arise or did not arise in the amount claimed.

4) Services provided by third parties or special services (e.g. cakes, flowers, etc.) that were arranged by the customer and are rendered useless as a result of the cancellation shall be paid for in full by the customer.

5) For services related to leisure activities with a fixed date, the right of withdrawal pursuant to § 312g para. 2 no. 9 BGB is excluded.

## VI. Cancellation by the hotel

1) Insofar as the customer's right to cancel the contract free of charge within a certain period has been agreed, the hotel is also entitled to withdraw from the contract during this period if there are inquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon enquiry by the hotel within a reasonable period of time. The customer does not waive his right to withdraw from the contract.

2) If an advance payment or security deposit agreed or demanded on the basis of these General Terms and Conditions is not provided even after a reasonable grace period set by the hotel has expired, the hotel shall also be entitled to withdraw from the contract.

3) The hotel is also entitled to withdraw from the contract for objectively justified reasons, in particular if:

- force majeure and other circumstances for which the hotel is not responsible make the fulfillment of the contract impossible;
- rooms or rooms are culpably booked with misleading or false information or concealment of material facts, e.g. the identity of the customer or the purpose of his stay;
- the hotel has justified cause to believe that the use of the hotel's services may jeopardize the smooth operation, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization;
- the purpose or reason for the stay is unlawful;
- there is a breach of I. 2) of these General Terms and Conditions.

4) The justified withdrawal of the hotel does not constitute a claim for damages on the part of the customer. Should the hotel have a claim for damages against the customer in the event of withdrawal in accordance with the above paragraphs, the hotel may charge a lump sum. Clause V. 3) shall apply accordingly in this case.

## VII. Liability of the hotel

1) The hotel is liable for its obligations under the contract. Claims of the customer for damages are excluded. This does not apply to damages resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the hotel and damages based on an intentional or negligent breach of typical contractual obligations by the hotel. Negligent breach of typical contractual obligations by the hotel.

A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should disruptions or defects in the hotel's services occur, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to do what can reasonably be expected of him to remedy the disruption and to minimize possible damage as low as possible.

2) The hotel is liable for items brought into the hotel in accordance with the statutory provisions. Money, securities and valuables may be stored in the hotel or room safe. The hotel recommends that to make use of this option. If the customer wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the hotel.

3) Insofar as the customer is provided with a parking space in the hotel garage or in a hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. In the event of loss or damage to motor vehicles parked or maneuvered on the hotel property and their contents, the hotel shall only be liable in accordance with the above Section VII. 1) sentences 1 to 4.

4) Wake-up calls are carried out by the hotel with the utmost care.

5) Messages, mail and consignments of goods for the customer shall be handled with care. The hotel shall be responsible for the delivery, storage and – upon express request – forwarding of the same for a fee. However, in the event of non-performance or defective performance, claims for damages are excluded, unless the hotel has acted with intent or gross negligence.

### VIII. Liability of the customer

- 1) If the customer smokes in a non-smoking room, he undertakes to pay the hotel a contractual penalty of € 200.00
- 2) The hotel points out that all room furnishings (including decoration) are inventoried. Should the hotel discover that individual furnishings are missing immediately after the room has been returned, the hotel is entitled to charge the customer for the cost of replacing the items.
- 3) The hotel reserves the right to claim damages from the customer due to vandalism, heavy soiling of rooms and other soiling of rooms and other premises.

### IX. Pets

- 1) Pets are not permitted on the premises.
- 2) Dogs may only be accommodated in specified rooms with the prior written consent of the hotel for a fee to be agreed. Dogs are not permitted in the restaurants and spa.

### X. Final provisions

- 1) Amendments or additions to the contract for the rental of hotel rooms or to these General Terms and Conditions for the Hotel Accommodation Contract must be made in writing. This also applies to the waiver of the written form requirement. Unilateral amendments or additions are invalid.
- 2) The place of performance and payment is Tegernsee.
- 3) If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction shall be Munich. However, the hotel may also choose to sue the customer at the customer's place of business. The same applies to customers who do not fall under sentence 1 if they are not domiciled or resident in a member state of the EU.
- 4) German law shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of is excluded.
- 5) Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become are or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.
- 6) 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:

<http://ec.europa.eu/consumers/odr/>

However, the hotel does not participate in dispute resolution proceedings before consumer arbitration boards.