

GENERAL TERMS AND CONDITIONS FOR EVENTS

1. Scope of application

1) These terms and conditions apply to contracts for the rental of conference, banquet and event rooms of the hotel and event rooms of the hotel including the outdoor areas (forecourt, terrace, beer garden, etc.) for the organization of events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all related services for the organizer.

1.2) The subletting or re-letting of the rooms, areas, showcases or other rented items as well as the invitation to job interviews, sales or similar events require the prior consent of the hotel in text form, whereby the right of termination pursuant to § 540 para. 1 sentence 2 BGB is waived. In the event of the hotel's consent, the organizer is obliged to impose the general obligations contained in the contract or in these General Terms and Conditions on any third parties to whom the organizer makes the rooms available and to inform these third parties of the general duties of care, in particular to treat the rented property with care.

1.3) Photographs for commercial purposes may only be taken in the hotel with its prior consent in text form.

1.4) Brochures, invitations, newspaper advertisements and all other publications with reference to the events at the hotel also require the hotel's prior consent in text form.

1.5) The organizer's general terms and conditions shall only apply if this has been expressly agreed in text form.

2. Conclusion of contract, partners, liability

2.1) The contractual partners are the hotel and the organizer. The contract is concluded upon acceptance of the organizer's application by the hotel. The hotel is at liberty to confirm the booking of the event in text form.

2.2) The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it shall be liable for other damages which are based on an intentional or grossly negligent breach of duty on the part of the hotel or an intentional or negligent breach of typical contractual obligations of the hotel.

Typical contractual obligations are those obligations which performance of the contract and on the fulfillment of which the organizer relies and may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Any further claims for damages, unless otherwise regulated in clause 9, are excluded. Should disruptions or defects occur in the hotel's services, the hotel shall, upon knowledge thereof or upon immediately upon notification by the organizer. The organizer is obliged to make reasonable efforts to remedy the disruption and minimize any possible damage. In addition, the organizer is obliged to inform the hotel in good time of the possibility of exceptionally high damages.

3. Services, prices, payment, offsetting

3.1) The hotel is obliged to provide the services ordered by the organizer and promised by the hotel.

3.2) The organizer 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 organizer directly or via the hotel which are provided by third parties and disbursed by the hotel. In particular, this also applies to claims by copyright collecting societies.

3.3) If a minimum turnover has been agreed and this is not achieved, the hotel may demand 60% of the difference as lost profit, unless the organizer proves lower damages or the hotel proves higher damages.

3.4) If a conference flat rate has been agreed, this shall be per event day and participant, unless otherwise agreed.

3.5) The agreed prices include the taxes applicable at the time the contract is concluded. If the statutory value added tax changes 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 conclusion of the contract and fulfillment of the contract exceeds four months.

3.6) If payment on account has been agreed, payment must be made within ten days of receipt of the invoice without deduction, unless otherwise agreed.

3.7) The hotel is entitled to demand a reasonable advance payment or security deposit from the organizer upon conclusion of the contract, 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. In the event of default of payment by the organizer, the statutory provisions shall apply.

3.8) If changes are requested on the day of the event with regard to the furnishings, equipment or seating in the rooms, the hotel is entitled to charge a lump sum of € 200.00.

3.9) A refund of services paid for but not used is not possible.

3.10) If the period between conclusion and fulfillment of the contract exceeds four months and the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price at its reasonable discretion, but by no more than 5%. If the price decreases, the organizer may reduce it at its reasonable discretion, but by no more than 5%.

3.11) In justified cases, for example if the organizer 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 event, to demand an advance payment or security deposit within the meaning of Section 3.7 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

3.12) The organizer may only offset or set off an undisputed or legally binding claim against a claim of the hotel.

3.13) The organizer agrees that the invoice may be sent to him electronically.

4. Withdrawal of the organizer (Cancellation)

4.1) The organizer may only unilaterally withdraw from the contract concluded with the hotel free of charge if a right to withdraw free of charge has been expressly agreed in the contract or if a statutory right to withdraw free of charge exists.

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

4.3) If a right of withdrawal pursuant to 4.1 has not been agreed or has already expired and there is also no statutory right to withdraw from the contract free of charge, the hotel shall retain the claim to the agreed remuneration pursuant to Sections 3.3, 4.4, 4.5 and 4.6 despite non-utilization of the service. The hotel has 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 listed rental prices in the amount of 10%, otherwise in accordance with clauses 3.3, 4.4, 4.5 and 4.6. The organizer is free to prove that the claim did not arise or did not arise in the amount claimed. The hotel is at liberty to prove that a higher claim has arisen.

4.4) If the organizer only withdraws from the 60th day before the date of the event, the hotel is entitled to in addition to the agreed rental price (less any income or expenses saved in accordance with 4.3 sentence 2) and the services disbursed in accordance with section 3.2 sentence 2 and/or an agreed minimum turnover in accordance with clause 3.3, 35% of the lost consumption turnover shall be invoiced, from the 30th day 60% and from the 10th day 85% of the consumption turnover. In the case of events lasting several days, the first day of the event shall be decisive for the day of the event is decisive. The organizer is at liberty to prove that the claim did not arise or did not arise in the amount demanded. The hotel is at liberty to prove that a higher claim has arisen.

4.5) The calculation of the consumption turnover is based on the formula: Agreed menu price plus drinks x number of participants. If no price has yet been agreed for the menu, the cheapest 3-course menu of the respective valid event offer shall be used as a basis. Drinks are charged at one third of the menu price.

4.6) If a conference flat rate per participant has been agreed, the hotel is entitled to charge 60% of the conference flat rate x agreed number of participants in the event of cancellation from the 60th day before the date of the event, 75% in the event of cancellation from the 30th day and 85% from the 10th day. In the case of events lasting several days, the first day of the event shall be decisive for the calculation of the deadline. The organizer is at liberty to prove that the claim did not arise or did not arise in the amount claimed. The hotel is at liberty to prove that a higher claim has arisen.

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

5. Withdrawal of the hotel

5.1) If it has been agreed that the organizer can withdraw from the contract free of charge within a certain period of time the hotel is entitled for its part to withdraw from the contract during this period if other organizers there are inquiries from other organizers for the contractually booked event rooms and the organizer does not waive his right of withdrawal upon inquiry by the hotel within a reasonable period of time. This shall apply correspondingly if an option is granted, if other inquiries are received and the organizer is not prepared to make a firm booking upon inquiry by the hotel within a reasonable period of time.

5.2) If an advance payment or security deposit agreed or demanded in accordance with Section 3.7 and/or Section 3.11 is not made even after a reasonable grace period set by the hotel has expired, the hotel shall also be entitled to withdraw from the contract. In addition, the hotel may claim damages for non-performance.

5.3) Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, 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 concealment of material facts; material facts may include the identity of the organizer, the ability to pay or the purpose of the stay; the hotel has reasonable grounds to believe that the event may jeopardize the smooth operation, safety or public reputation of the hotel without this being attributable to the hotel's sphere of control or organization;
- the purpose or occasion of the event is unlawful;
- there is a violation of section 1.2;
- the hotel has justified cause to believe that the use of the hotel's goods and services may jeopardize the smooth operation of the hotel or the safety or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization.

5.4) The justified withdrawal of the hotel does not justify a claim for damages by the organizer. Should the hotel have a claim for damages against the organizer in the event of a withdrawal in accordance with the above Section 5.2 or 5.3 the organizer, the hotel may charge a lump sum. Clauses 4.3 to 4.6 shall apply accordingly in this case accordingly.

6. Changes to the number of participants and the time of the event

6.1) An increase in the number of participants by more than 5% must be notified to the hotel no later than five working days before the start of the event. This requires the hotel's consent, which must be given in text form. The actual number of participants shall form the basis of the invoice, but at least 95% of the agreed higher number of participants. If the actual number of participants is lower, the organizer has the right to reduce the agreed price by the additional expenses saved due to the lower number of participants.

6.2) A reduction in the number of participants by more than 5% should be communicated to the hotel in good time, at the latest five working days before the start of the event. Invoicing shall be based on the actual number of participants, but at least 95% of the ultimately agreed number of participants. Clause 6.1 sentence 3 shall apply accordingly.

6.3) If the number of participants is reduced by more than 10%, the hotel is entitled to change the confirmed rooms, taking into account the rooms, taking into account any difference in the room rental, unless this is unreasonable for the organizer.

6.4) If the agreed start or end times of the event are postponed and the hotel agrees to these deviations, the hotel may charge a reasonable fee for the additional readiness to perform, unless the hotel is at fault.

7. Bringing food and drinks

The organizer may not bring food and drinks to events. Exceptions require an agreement in text form with the hotel. In such cases, an appropriate contribution to cover overheads („corkage fee“) will be charged. The organizer bears full liability for the health food and drinks brought into the hotel and shall indemnify the hotel against any claims by third parties.

8. Technical facilities, connections and other equipment

8.1) Insofar as the hotel procures technical facilities, connections and/or other equipment from third parties for the organizer at the organizer's request, it acts in the name of, on behalf of and for the account of the organizer. The organizer shall be liable for the careful handling and proper return of the equipment. He shall indemnify the hotel against all third-party claims arising from the provision of such equipment.

8.2) The use of the organizer's own electrical equipment using the hotel's electricity network requires the hotel's consent. Any malfunctions or damage to the hotel's technical equipment resulting from the use of such equipment shall be borne by the organizer, unless the hotel is responsible for such malfunctions or damage. The hotel may record and charge a flat rate for the electricity costs arising from the use of such equipment.

8.3) With the consent of the hotel, the organizer is entitled to use its own telephone, fax and data transmission facilities. The hotel may charge a connection fee for this.

8.4) The organizer must obtain the official permits required for the event in good time and at its own expense. The organizer is responsible for compliance with public-law requirements and other regulations.

8.5) The organizer must independently handle the formalities and settlements required in the context of copyright-relevant processes (e.g. music performance, film screening, streaming services) with the responsible institutions (e.g. GEMA).

8.6) Faults in technical or other equipment provided by the hotel will be rectified as soon as possible. Payments may not be withheld or reduced insofar as the hotel is not responsible for these faults.

9. Loss of or damage to items brought along

9.1) Any exhibits or other items, including personal items, carried by the organizer shall be at the risk of the organizer. organizer in the event rooms or in the hotel. The hotel accepts no liability for loss, destruction or damage, including for financial losses, except in cases of gross negligence or willful misconduct 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) Decorative materials and other items brought in by the organizer 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 shall be entitled to remove any material already brought in at the organizer's expense. Due to possible damage, the installation and attachment of objects must be agreed with the hotel in advance.

9.3) Any exhibits or other items brought along must be removed immediately after the end of the event. removed. If the organizer fails to do so, the hotel may remove and store the items at the organizer's expense. If the items remain in the event room, the hotel may charge an appropriate compensation for use for the duration of the room being withheld.

10. Liability of the organizer for damages

10.1) If the organizer is an entrepreneur, he shall be liable for all damage to buildings or inventory caused by event participants or visitors, employees, other third parties from his area or himself.

10.2) The hotel may require the organizer to provide an appropriate security deposit, for example in the form of a credit card guarantee.

10.3) The organizer must ensure that hazardous waste and increased quantities of waste / residues in accordance with the relevant statutory provisions on separation and other treatment disposal in accordance with the regulations. If the organizer leaves behind waste contrary to this, the hotel is entitled to charge. The hotel is entitled to charge the organizer for the costs of proper disposal and any associated special cleaning of the rooms.

11. Final provisions

11.1) Amendments and additions to the contract, the acceptance of the application or these General Terms and terms and conditions should be made in text form. Unilateral amendments or additions are invalid.

11.2) If the organizer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Munich. The hotel may, however, also sue the organizer at the organizer's registered office. The same applies to organizers who do not fall under sentence 1 if they do not have their registered office or place of residence in a member state of the EU.

11.3) German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

11.4) Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

11.5) 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 („ODR platform“):

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

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