

GENERAL TERMS AND CONDITIONS FOR EVENTS

1 SCOPE

1.1 These terms and conditions shall apply to contracts concluded between the customer and the hotel on or after 1 October 2022.

1.2 These terms and conditions shall apply to contracts for the rental of conference, banquet and event rooms as well as all other contractually agreed areas of the hotel for holding events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as to all other services and supplies provided by the hotel to the customer within this context.

1.3 The subletting or reletting of the rooms, areas or showcases provided as well as the invitation to job interviews, sales or similar events require the prior consent of the hotel in writing, whereby Art. 540 para. 1 sentence 2 of the BGB [German Civil Code] is waived insofar as the customer is not a consumer.

1.4 The customer's general terms and conditions shall only apply if this has been explicitly agreed in advance.

1.5 The validity of agreements made in writing in individual contracts which are contrary to the general terms and conditions set out below shall override these general terms and conditions.

2 CONCLUSION OF CONTRACT, CONTRACTUAL PARTIES, LIABILITY, STATUTE OF LIMITATIONS

2.1 The contractual parties are the hotel (Öschberghof GmbH) and the customer. The contract is concluded by the hotel's acceptance of the customer's application. The hotel shall be free to confirm the booking of the event in writing.

2.2 The hotel shall be liable for damages for which it is responsible including damage to life, body or health. Furthermore, it shall be liable for other damages based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of duties typical for the contract by the hotel. A breach of duty on the part of the hotel is equivalent to that of a legal representative or vicarious agent. Further claims for damages, unless otherwise provided for in clause 9, are excluded. In the event of disruptions or deficiencies in the hotel's services, the hotel shall endeavour to remedy the situation upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable to them in order to remedy the disruption and to keep any possible damage to a minimum. Furthermore, the customer is obliged to inform the hotel in good time of the possibility of an extraordinarily high loss being incurred.

2.3 All claims against the hotel are generally subject to a limitation period of one year from the statutory commencement of the limitation period. This shall not apply to claims for damages and other claims, provided that the latter are based on an intentional or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, SET-OFF

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 hotel's agreed or applicable prices for these and other services used. This shall also apply to services ordered by the customer directly or via the hotel, which are provided by third parties and paid for by the hotel. In particular, this shall also apply to claims of copyright collecting societies.

3.3 The agreed prices include the taxes applicable at the time of the conclusion of the contract. In the event of changes to the statutory value added tax or the introduction, amendment or abolition of local levies on the subject matter of performance 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 and performance of the contract exceeds four months.

3.4 Invoices of the hotel without a due date are payable without deduction within ten days of receipt of the invoice. The hotel may demand immediate payment of all outstanding accounts from the customer at any time. If the customer is in arrears with payment(s), the statutory provisions shall apply. The hotel reserves the right to prove higher damages.

3.5 The hotel is entitled to demand a reasonable advance payment or security deposit from the customer 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 writing in the contract. If the customer is in arrears with payment(s), the statutory provisions shall apply.

3.6 In justified cases, e.g. payment arrears on the part of the customer or extension of the scope of the contract, the hotel shall be entitled, even after conclusion of the contract and up to the start of the event, to demand an advance payment or provision of security within the meaning of clause 3.5 above or an increase in the advance payment or provision of security agreed in the contract up to the full agreed remuneration.

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

4 WITHDRAWAL BY THE CUSTOMER (CANCELLATION, MINIMUM NUMBER OF ATTENDEES)

4.1 The customer may withdraw from the contract concluded with the hotel only if a right of withdrawal has been explicitly agreed in the contract, if another statutory right of withdrawal exists, or if the hotel explicitly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as any consent to a cancellation of the contract must be made in writing in each case.

4.2 If the hotel and the customer have agreed on a date for withdrawal from the contract free of charge, the customer may withdraw from the contract up to that date without triggering any claims for payment or damages on the part of the hotel. The customer's right of withdrawal shall expire if they do not exercise their right of withdrawal vis-à-vis the hotel by the agreed date.

4.3 The following cancellation conditions apply to hotel rooms, unless otherwise agreed in writing in individual contracts:

Cancellation conditions for 1-10 rooms:

100% of the allocation up to 2 weeks prior to arrival free of charge

Cancellation conditions for 11-70 rooms:

100% of the allocation up to 6 months before arrival free of charge

50% of the allocation up to 4 months before arrival free of charge

20% of the allocation up to 2 months before arrival free of charge

10% of the allocation up to 4 weeks prior to arrival free of charge

Cancellation conditions for 71-127 rooms:

100% of the allocation up to 12 months before arrival free of charge

50 % of the allocation up to 9 months before arrival free of charge

20 % of the allocation up to 6 months before arrival free of charge

10% of the allocation up to 8 weeks prior to arrival free of charge

In the event of cancellation of the rooms at a later date and in the event that the hotel rooms booked by the customer cannot be let to another party, the customer shall be obliged to pay at least 90% of the contractually agreed price for overnight accommodation without breakfast and 80% of the contractually agreed price for overnight accommodation with breakfast in the case of package arrangements in which third-party services have been agreed. The customer reserves the right to prove that no loss or a lower loss was incurred by the hotel.

In the event of a no-show, 90% of the contractually agreed room rate will be charged. The cancellation conditions apply per room and night at the agreed room rate.

4.4 The following cancellation conditions apply to all other services which are not included in the cancellation conditions for hotel rooms listed under 4.3, unless otherwise agreed in writing in the individual contract:

Cancellation up to 6 months before the start of the event: free of charge

Cancellation up to 8 weeks before the start of the event: 50% of the agreed services will be charged

Cancellation up to 4 weeks before the start of the event: 80% of the agreed services will be charged

Cancellation on the day of the event start or in case of no-show: 100% of the agreed services will be charged

If the cancellation relates to the hotel's event premises for which a minimum consumption without room rental has been agreed, the aforementioned sliding scale shall apply to the amount of the contractually agreed minimum consumption.

4.5 If a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination and if the hotel does not agree to a cancellation of the contract, the hotel shall retain the claim to the agreed remuneration despite the non-utilisation of the service. The hotel shall offset the income from renting the rooms to other parties as well as the expenses saved. The expenses saved in each case may be calculated as a lump sum in accordance with clauses 4.4, 4.5 and 6.2. The customer has the right to prove that the claim has not arisen or has not arisen in the required amount. The hotel has the right to prove that a higher claim is justified.

5 CANCELLATION BY THE HOTEL

5.1 If it has been agreed that the customer may withdraw from the contract free of charge within a certain period of time, the hotel shall be entitled for its part to withdraw from the contract during this period if there are enquiries from other customers about the contractually booked event rooms and the customer does not waive its right to withdraw after being asked by the hotel with a reasonable deadline.

5.2 If an advance payment or security deposit, agreed or required in accordance with Clause 3.5 and/or Clause 3.6, is not made even after expiry of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract.

5.3 Furthermore, the hotel shall be entitled to withdraw from the contract on an extraordinary basis for objectively justified reasons, in particular if:

- Force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
- Events or rooms are culpably booked with misleading or false information or concealment of material facts (material facts may be the identity of the customer, the ability to pay or the purpose of the stay);
- The hotel has reasonable grounds to believe that the event may jeopardise the smooth operation of the business, the security or the reputation of the hotel in public without this being within the hotel's sphere of control or organisation;
- The purpose or reason for the event is unlawful;
- Clause 1.2 is breached.

5.4 The justified withdrawal of the hotel does not justify a claim for damages on the part of the customer.

6 CHANGES IN THE NUMBER OF ATTENDEES AND THE TIME OF THE EVENT

6.1 Please inform us of the final number of attendees at the latest 10 days before your event. This serves as a calculation basis.

6.2 The minimum number of attendees shall be 90% of the number of attendees on which the contract is based per day (in the case of an "approximate number", the absolute number stated in figures shall apply). We will charge you the difference between the actual number of persons on the event days and the minimum number of persons as room rental.

6.3 The hotel must be notified of an increase in the number of attendees, by more than 5%, no later than ten working days before the start of the event; this requires the hotel's consent, which shall be given in writing. The invoice shall be based on the actual number of attendees, but at least 95% of the agreed higher number of attendees. If the actual number of attendees is lower, the customer shall have the right to reduce the agreed price by the additional expenses saved due to the lower number of attendees, which must be proven by the customer.

6.4 In the event of a deviation in the number of attendees by more than 10%, the hotel shall be entitled to reset the agreed prices and to change the confirmed rooms, unless this is unreasonable for the customer.

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

7 FOOD AND DRINK

As a general rule, the customer may not bring their own food or drink to events. Exceptions require a written agreement with the hotel. In such cases, a fee is charged to cover overheads.

8 TECHNICAL EQUIPMENT AND CONNECTIONS

8.1 Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's instigation, the hotel shall act in the name of, on the authority of and for the account of the customer. The customer shall be liable for the careful handling and proper return thereof. They shall indemnify the hotel against all claims of third parties arising from the provision of such facilities.

8.2 The use of the customer's own electrical equipment using the hotel's power supply system requires the customer's consent. Any malfunctions or damage to the hotel's technical equipment resulting from the use of such equipment shall be borne by the customer insofar as the hotel is not responsible for such malfunctions or damage. The hotel may record and charge for the electricity costs incurred by such use as a lump sum.

8.3 The customer is entitled, with the hotel's consent, to use their own telephone, fax and data transmission equipment. The hotel may charge a connection fee for this.

8.4 If suitable facilities of the hotel remain unused due to the connection of the customer's own facilities, a compensation fee may be charged.

8.5 Faults in technical or other facilities provided by the hotel must be rectified immediately if possible. Payments may not be withheld or reduced insofar as the hotel is not responsible for these disruptions.

9 LOSS OF OR DAMAGE TO ITEMS BROUGHT TO THE EVENT

9.1 Exhibits or other items, including personal items, brought to the event are located in the event rooms or in the hotel at the customer's risk. The hotel accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or wilful intent on the part of the hotel. This excludes damage resulting from damage to life, body or health. In addition, all cases in which a duty of care constitutes a typical contractual obligation, due to the circumstances of the individual case, shall be excluded from this exemption from liability.

9.2 Decorative materials brought along must comply with fire protection requirements. The hotel shall be entitled to demand official proof thereof. If such proof is not provided, the hotel shall be entitled to remove any 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 Any exhibition or other items brought to the event 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 may charge an appropriate compensation for use, for the duration of the withholding of the room.

10 LIABILITY OF THE CUSTOMER FOR DAMAGES

DER ÖSCHBERGHOF

10.1 If the customer is a business, they shall be liable for all damage to the building or inventory caused by event participants or visitors, employees, other associated third parties from or themselves.

10.2 The hotel may require the customer to provide adequate security, for example in the form of a credit card guarantee.

11 PAYMENT TERMS

11.1 In the event that payment on account is agreed, the amount invoiced shall be due for payment in full within 14 days of receipt of the invoice. From the due date, the hotel may demand immediate payment from the customer at any time. If the customer gets into arrears with payment(s), the hotel's claim to interest on arrears shall be governed by the statutory provisions. The hotel reserves the right to prove higher damages.

12 FINAL PROVISIONS

12.1 Amendments and supplements to the contract, the acceptance of the application or these general terms and conditions shall be made in writing. Unilateral amendments or additions by the customer are invalid.

12.2 The place of performance and payment as well as the exclusive place of jurisdiction – also for disputes concerning cheques and bills of exchange – in commercial transactions shall be the hotel's registered office. If the customer fulfils the prerequisite of Art. 38 para. 2 of the ZPO [German Code of Civil Procedure] and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the hotel's registered office.

12.3 German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods and conflict of laws is excluded.

12.4 Should individual provisions of these General Terms and Conditions prove to 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.