

GENERAL TERMS AND CONDITIONS OF THE HOTEL VIER JAHRESZEITEN STARNBERG

I. Scope of application

1. These terms & conditions apply to contracts for the rental of rooms for lodging purposes, conference, banquet and other event rooms at the Hotel for conducting events such as banquets, seminars, conferences, exhibits, etc. as well as to additional goods and services of the Hotel involved here with.
2. The sub-letting or re-letting of the rented rooms as well as the appropriation of the rooms for purposes such as job interviews, sales events or other similar events requires the prior written permission of the Hotel. The Event Organizer is obliged to impose the obligations of the General Terms and Conditions on any third party to which the rooms are sublet and to inform third parties of the due diligence requirements, especially of the gentle handling of the rental property.
3. The Event Organizer's general terms and conditions are only applicable if they have been the subject of a prior written agreement.
4. There is a pet and smoking ban throughout the entire Hotel Vier Jahreszeiten Starnberg. In case of violation, a basic cleaning and cancellation fee of EUR 150,- will be invoiced.

II. Damage claims, liability, statute of limitations

1. Should any disruptions or defects occur in respect to service provisions on the part of the Hotel, the Event Organizer is obliged to inform the Hotel immediately upon notice to allow the Hotel the opportunity to take corrective action as quickly as possible so as to ensure the contracted-for services. If this is not possible due to the nature of the problem or other compelling reasons or because it would be unreasonable for the Event Organizer, then complaints to the Hotel must be made upon return of the rooms at the latest. The Event Organizer is obliged to keep possible damage to a minimum.
2. Apart from that, the liability of the Hotel is, except in cases of cardinal obligations in the typical areas of performance, restricted to damages due to intent or gross negligence on the part of the Hotel. This applies especially for claims due to assured properties and culpability during the contract settlement.
3. Guest claims due to default or bad performance or any other liability on the part of the Hotel are subject to the statute of limitations – after six months at the latest, beginning with the end of the event as it was agreed upon in the rental agreement.
4. The Hotel's liability for objects brought in by the Guests is in accordance with the statutory provisions in this respect.

III. Services, prices, payment, compensation

1. The Hotel shall be bound to hold the rooms or venues ready that were previously booked by the client and to render the agreed services..
2. The Guest is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This also applies for hotel services and expenses (including extra services such as consumption, telephone calls, etc.) accrued by the event participants within the framework of this agreement.
3. The agreed prices include the respective legal VAT.
4. If a conference package price is agreed upon, the package is per person and day unless otherwise stated.
5. Invoices from the Hotel which do not include payment date specifications are to be paid immediately upon receipt in full. If the Hotel grants a payment period or any other kind of crediting and the Event Organizer lags behind the payment deadline, the payment deadline or crediting can be rescinded and all outstanding debts become due immediately. In the case of default of payment, the Hotel is entitled to charge interest in the amount of 8% p.a. The Event Organizer reserves the right to show evidence of lower damages, the Hotel reserves the right to show evidence of higher damages.

6. The organizer may only offset or exercise a right of retention against claims of the Hotel with an undisputed or legally binding claim.

IV. Rescission by the hotel

1. To the extent that advance payments were agreed upon with the Event Organizer and the organizer has not made payment even after a reasonable statutory deadline set by the Hotel with warning of rejection has elapsed, the Hotel is entitled to withdraw from the contract or to claim damages due to default. Clause V.2) of this agreement applies accordingly to assess damages..
2. Furthermore, the Hotel is justified to terminate the contract for essentially justified reason, for example, if a higher force or other unforeseen circumstances make the fulfilment of the contract by the Hotel impossible or unreasonable; rooms or services are booked by the Guest under misleading or false information, for example, about his person or the purpose of the rental; or the Hotel has justified reason for assuming that the Guest's use of the Hotel's services may put the smooth operation, safety, security or the public reputation of the Hotel at risk when these incidents do not fall under the authority or organizational sphere of the Hotel, or a violation of clause I.2) of this agreement exists.
3. In case of justified cancellation of the contract on the part of the Hotel, the Guest has no right to damages.

V. Rescission by the guest/cancellation

1. Generally a charge-free cancellation of individual rooms is possible until 6 p.m. on arrival day. No-shows or cancellations after 6 p.m. on arrival day will be subject to a charge of 90% of the room price of the entire stay. For special rates, events and group reservations from 10 people, the cancellation conditions in the separately concluded contract or reservation confirmation apply.
2. The Event Organizer has a right of rescission from the room rental agreement, if it was stipulated in writing in the agreement. If a right of rescission is not exercised before the agreed upon deadline, it expires with the deadline and the rental agreement remains in full force and effect with the consequence that the Event Organizer shall pay for the agreed upon services, especially reserved rooms and event venues, even if the rooms and services remain unclaimed. The compensatory measures include damages for unclaimed food and beverages in accordance with clause V.2) of this agreement.
3. If agreed upon with the Event Organizer that compensatory measures upon cancellation within a predetermined time period include claims for food and beverages (in the form of a defined percentage), the relevant charges for food and beverages will be as follows: Menu or buffet price x number of persons. If no price has been agreed upon for a menu, the lowest-priced 3-course menu at the time of the event will be used as a basis for calculation. To calculate compensatory measures for beverages a basis of EUR 15/person will be applied. If a conference package has been agreed upon, the minimum claim for the package is in accordance with clause V.1).
4. The Event Organizer reserves the right to show evidence of lower damages, the Hotel reserves the right to show evidence of higher damages.

VI. Change of number of participants, event time or date

1. After the signing of the contract, a cost-free cancellation of rooms and conference rooms is possible depending on the type of contract and according to the following guidelines:

alternative A:

- up to 35 days before arrival, free cancellation is possible
- up to 21 days before arrival, 30% of all booked services can be cancelled free of charge
- up to 14 days before arrival, 20% of all booked services can be cancelled free of charge
- up to 7 days before arrival, 10% of all booked services can be cancelled free of charge
- up to 3 days before arrival, 5% of all booked services can be cancelled free of charge

alternative B:

up to 6 months before arrival, events can be cancelled free of charge
up to 3 months before arrival, 30% of all booked services can be cancelled free of charge
up to 1 month before arrival, 20% of all booked services can be cancelled free of charge
up to 21 days before arrival, 10% of all booked services can be cancelled free of charge
up to 14 days, 5% of all booked services can be cancelled free of charge

2. The percentage in the cancellation dates listed above relates to the remaining contingent of rooms or rather to the number of participants.
3. All booked rooms and services, which are not claimed on arrival day, will be charged to the contractual partner at 90% of the agreed upon price for the entire duration of the reservation..
4. If the Customer reduces the number of participants by more than 25%, then clause VI.2) is applicable, with the provision that the Hotel reserves the right to increase the prices by a reasonable amount. Furthermore, the Hotel reserves the right to exchange the rooms for other suitable rooms, unless this is unreasonable for the event organizer.
5. In the case that the number of participants is increased, the actual number of participants will be used as the basis of calculation.
6. If the agreed upon starting and ending times of the event are changed without prior written consent of the Hotel, the Hotel reserves the right to raise an appropriate charge for any extra performance cost.

VII. Provision of food & beverages

The Guest is not permitted to bring along food or beverages to events. Exceptions require written consent from the Hotel. In such cases a contribution for the coverage of overhead may be charged.

VIII. Technical equipment and connections

1. If the hotel procures technical or other equipment from third parties on the customer's initiative, the hotel is acting in the name of, as a proxy for, and on behalf of the organizer. The event organizer is liable for the careful handling and proper returning of the facilities and releases the hotel from any and all claims made by third parties.
2. The use of the customer's own electrical equipment with the hotel's power supply is subject to the written consent of the hotel. In the event that the Hotel's equipment remains unused due to the connection of the Organizer's own equipment, the Hotel reserves the right to make its written consent dependent on a monetary compensation.
3. Any faults or damage to the technical equipment of the Hotel caused by the operation of the Organizer's own devices shall be subject to the Organizer's responsibility, unless the hotel is responsible for such faults or damage. The Hotel may calculate and charge an appropriate sum for the incurred electricity costs.
4. The use of the Organizer's own telephone, telefax and data transmission systems is subject to the prior consent of the hotel. The Hotel reserves the right to make its written consent dependent on a monetary compensation for the connection fee.

IX. Loss of or damage to objects brought in by the guest

1. Any object of the event or other, even personal objects which are in the event or hotel rooms, fall under the Organizer's risk. The Hotel is not liable for loss, fall or damage except in cases of gross negligence or willful intent.
2. Any objects or other items are to be removed without delay once the event has finished and may not be placed in any other public areas of the hotel – not even temporarily. If the Organizer fails to comply with this provision, the Hotel reserves the right to remove and store the objects at the cost and risk of the Event Organizer. If the objects remain in the event room, the Hotel reserves the right to charge rent and provision costs for the duration. The Event Organizer reserves the right to show evidence of lower damages, the Hotel reserves the right to show evidence of higher damages.

X. Liability and other obligations of the event organizer

1. The organizer is liable for all damage to the Hotel's building and furnishings which are caused by the Event Organizer, event participants, event employees or other third parties belonging to them. The burden of proof that these parties have not contributed to the occurrence of damage by any own fault lies with the organizer.
2. The Event Organizer must ensure that all garbage is disposed of in accordance to the legal regulations for garbage separation. If the organizer leaves garbage behind, the Hotel reserves the right to charge the Event Organizer for the proper disposal as well as any necessary cleaning costs that may arise in the rooms.
3. The use of external security services requires the previous consent of the Hotel.
4. Decoration material introduced to the rented rooms must comply with the Hotel's fire safety regulations. The Hotel reserves the right to demand an official verification. To avoid the possibility of damage, the installation and affixing of decoration material and the likes must be coordinated with the Hotel in advance.
5. The Hotel may demand provision of a suitable security if sound cause exists

XI. Final provisions

1. Amendments to the room rental agreement or these General Terms and Conditions must be made in written form to be applicable
2. The place of payment and place of jurisdiction is Starnberg.
3. The exclusive place of jurisdiction for commercial transactions - even concerning check and exchange disputes - is the place of jurisdiction named in XI.2). Provided that a contractual partner complies with the requirements of § 38 Abs. 2 ZPO and has no general place of venue in the inland, the domicile of the Hotel is to be regarded as the place of venue. (The Hotel reserves the right to bring an action in the place of jurisdiction of foreign event managers).
4. German law shall apply.
5. If individual provisions of the contract with the Guest including these standard conditions and terms of business should be or become partly or wholly legally invalid, the validity of the remaining provisions will not be affected by this; in all other respects statutory provisions shall apply.
6. With the communication of personal data, the Guest grants permission to process and save the data for internal marketing purposes. This consent can be rescinded at any time with an informal written message to Hotel Vier Jahreszeiten Starnberg, Münchner Strasse 17, 82319 Starnberg, or and e-mail to info@vier-jahreszeiten-starnberg.de.