

GENERAL TERMS AND CONDITIONS OF THE HOTEL VIER JAHRESZEITEN STARNBERG

I. Scope of Application

1. These Terms and Conditions apply for all contracts relating to the rental of rooms, conference, banquet or other hotel rooms, for the provision of events such as banquets, seminars, conferences, exhibits, trade fairs, etc. as well as all additional hotel supplies and services connected with these above-listed items (such as delivery and catering).
2. The hotel must give prior written consent should one wish to sublet, sublease or use the given rooms or other rented objects for interviews, sales presentations or similar functions. In each case, the event organiser is responsible for pointing out the general obligations contained in the contract or these General Terms and Conditions to any possible third-party users using the rooms – including the duties outlined within the scope of a rental agreement on the general use and care of the rooms, especially using considerate handling of the rental properties.
3. The terms and conditions of an event organiser are only applicable if previously agreed upon in writing.
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. Defects, Liability, Statute of Limitations

1. Should defects arise in deliveries or hotel services or the services be disturbed, the event organiser shall immediately give notice to the hotel so that it has the opportunity to remedy the problems quickly and/or reinstate the contracted deliveries and services. Insofar as the nature of the defects, disturbance or other compelling reasons do not allow the hotel to respond or the event organiser is unable to give immediate notice, the defects need to be remedied at the very latest when the rooms are returned to the hotel. The event organiser is obligated to keep the resulting defect to a minimum, as much as is possible.
2. Apart from that the hotel's scope of responsibility for the non-typical areas are limited to the service defects, which are based on wilful intent or gross negligence of the hotel. This especially applies to claims for features and faults promised during the conclusion of the contract.
3. Conditional on a possible shorter legal period of limitation, all customer's claims about the non-fulfilment or inadequate fulfilment or other hotel liability reasons are subject to a limitation period of no later than six months, calculated starting on the agreed-upon last day of the function for which the conference rooms were rented as agreed upon in the contract.
4. The hotel takes responsibility for items which clients bring to the function as per contractually agreed and in accordance with prevailing legal regulations.

III. Services, Prices, Payments, Compensation

1. The hotel is obliged to provide the contracted services.
2. The event organiser is obliged to pay the typical prices which the hotel requires for the contracted or otherwise used deliveries and services. This also applies for deliveries and services (including supplementary services and extras like consumption of food, phone calls, etc.), which on the basis of the contract are used by the guests and participants staying in the hotel and/or participating in the event.
3. The agreed prices include the value-added tax, valid at the time of the function's date.
4. If a conference all-in package is booked, it is understood that these rates are per event day and participant, if not explicitly agreed otherwise.



5. Hotel bills without any due date are to be paid immediately upon receipt, without any discount. If the hotel has given the event organiser a payment due date or allowed any other credit financing, and if the event organiser falls behind in paying that debt or any other payment obligations to the hotel, the hotel may call in the payment due date and/or withdraw any other loans, thereby obligating the organiser to pay all outstanding bills with immediate effect. In case of payment default, the hotel is entitled to charge interest at an annual rate of 10%. The event organiser reserves the right to show lower damages and the hotel reserves the right to show higher damages.
6. In response to claims made by the hotel, the event organiser only has the right to counter claims with undisputed or legally binding claims or to exercise a right of retention in this respect.

IV. Hotel Withdrawal from the Contract

1. If and to the extent the event organiser has agreed to advance payments and the event organiser does not provide this, even within a set reasonable grace period with a penalty of denial of performance, the hotel is entitled to choose to withdraw from the contract or to claim damages for non-performance. Sec. III Para. 2 shall apply accordingly for calculating damages.
2. Furthermore, the hotel is entitled to withdraw from the contract for justifiable cause, for example, if force majeure or other circumstances beyond the hotel's control make the fulfilment of the contract impossible or unreasonably difficult for the hotel; if the event facilities were rented under misleading or false information of material facts, such as the personal details of the event organiser or the intention of rental; the hotel has good reason to believe that the use of supplies/hotel services may jeopardise the smooth business operation or safety or reputation of the hotel, without this being attributable to the hotel's management or organisation nor to a breach of the Section I Para. 2.
3. In the case of justifiable cancellation by the hotel, the event organiser has no claim for damages.

V. Withdrawal, Cancellation, Detailed Amendments

1. Generally a room can be cancelled – free of charge – until 6:00 p.m. on the day of arrival. For no-shows or cancellations after 6:00 p.m. on the day of arrival, the hotel will charge 90% of the room price for the entire duration of the stay. For general agreements, special rates, events and group reservations for ten or more persons, our special cancellation policy takes effect, which can be found in the separately concluded contract and/or reservation confirmation.
2. The event organiser is only entitled to withdraw from the concluded rental contract of hotel and meeting rooms, if this was previously agreed upon in writing in the contract. If the possible withdrawal right was not exercised within the agreed time limit, then it expires after the end of this time period. The contract remains fully valid with the effect that the event organiser must pay the agreed-upon return, even if he/she does not use the products and services ordered.
3. Possible withdrawal rights as well as detailed cancellation rules shall be found in the respective countersigned contractual offer.

VI. Provision of One's Own Food and Drinks

1. The event organiser may only bring food and drinks to the event if the hotel has given prior written consent. The permission may be dependent upon a fee which covers overhead costs.

VII. Technical Equipment and Connections

1. Insofar as the hotel provides technical and other equipment from a third party for the event organiser, it will act on behalf of the event organiser using his/her name and billing details. The event organiser is liable for the careful handling and proper return of said equipment. He/she shall relinquish the hotel from all claims made by third parties arising from the procurement and provision of such amenities.
2. The use of the event organiser's own electrical and other technical equipment using electricity and other hotel networks needs prior written consent. Should certain hotel equipment be unused due to the organiser's use of their own connections, this may be subject to an approval of a lost compensation payment.



3. The event organiser is liable for the possible malfunctions or damages of the existing hotel service networks or other furnishings through the use of their own equipment, unless the hotel is responsible for these. The energy costs which are accrued by the use of the event organiser's own equipment may be billed separately by the hotel as a flat charge.
4. If the event organiser wishes to use their own phone, fax or other communication technology, this needs the hotel's prior written consent. The consent may be dependent upon payment of a connection fee.

VIII. Loss and Damage of Objects/Valuables Brought by Guests

1. Exhibits or other objects, even personal items, brought to the meeting or hotel rooms, are at the risk of the event organiser. The hotel takes no responsibility for the loss or damage, except if the hotel has shown gross negligence or intentional wrongdoing.
2. Exhibits or other objects brought by guests shall immediately be removed from meeting rooms and the hotel at the end of the event or overnight stay. They may also not be left in other publicly accessible hotel areas – even if only temporary. Should the event organiser neglect this regulation, the hotel may then remove and store the goods at the expense and risk of the organiser. Should the objects remain in the meeting room, the hotel may bill additional room rental and provisioning costs to the event organiser.

IX. Liabilities and Other Obligations of the Event Organiser

1. The event organiser is liable for all damages to the building and its furnishings, that the organiser, event participants, event visitors, event employees or other third parties assigned to his/her area have caused. The event organiser is obliged to prove that there was no negligent conduct present.
2. The event organiser must ensure that all garbage is properly recycled or otherwise dealt with according to the relevant legal terms. However, should an event organiser leave behind garbage, the hotel is entitled to charge a fixed fee of EUR 300 for the proper waste disposal as well as charge for any cleaning of the event organiser's rooms which relate to this violation.
3. The use of security personnel must have prior agreement by the hotel.
4. Any decorative materials brought and used, must meet the hotel's fire requirements. The hotel is entitled to ask for official proof of this. Due to possible damages, the setting up and installation of decorative or similar materials must be agreed with the hotel in advance.
5. For justifiable cause, the hotel can ask that the event organiser provide appropriate securities.

X. Final Provisions

1. Changes or additions to the contract regarding the rental of rooms and event facilities or these General Terms and Conditions must be made in writing to be valid.
2. Place of fulfilment and payment is Starnberg.
3. The exclusive place of jurisdiction, including for check and exchange disputes, is the court named in Section X.2. on the place of fulfilment. Their jurisdiction will definitely be arranged for the respective event organiser, who fulfils the prerequisites of Paragraphs 38 Section 1 of the Code of Civil Procedure (ZPO) and/or for those who do not have a general court in Germany (whereby in the latter case, the hotel is also entitled to file a suit in the general court of the foreign country of the event organiser).
4. The law of the Federal Republic of Germany hereby applies.
5. Should any of the individual contract provisions about the hotel and conference room rental and/or these General Terms and Conditions be deemed invalid or become ineffective, the validity of the other provisions shall remain unaffected.
6. By transferring his/her personal data, the client agrees to the data storage and use thereof solely for internal marketing purposes. This right of usage can be contradicted by sending an informal written notification by post to the Hotel Vier Jahreszeiten Starnberg, Münchner Straße 17, 82319 Starnberg, or by an e-mail to info@vier-jahreszeiten-starnberg.de.

