

Scope

1. These Terms and Conditions (GTC) apply to all services and deliveries of the hotel.
2. Should the hotel change its General Terms and Conditions before the end of the contract, the changed version shall be deemed to be included in the contract if the contracting party is notified of this in writing with reference to these legal consequences and the contracting party does not object to the inclusion within a period of 14 days.
3. The customer's terms and conditions shall only become part of the contract if the hotel agrees in writing to their inclusion as a whole or in individually listed points.

2. Contract conclusion

1. The contract (hereinafter also referred to as "Booking") is concluded upon the customer's request by the hotel's acceptance. The hotel is free to confirm the booking in writing.
2. If a third party makes the booking on behalf of the customer, the third party shall be liable to the hotel as the orderer together with the customer as joint debtor.

3. Services, prices, payment, offsetting

1. The hotel is obliged to provide the services ordered by the customer and promised by the hotel.
2. The customer is obliged to pay the hotel's agreed prices for these and other services used. This also applies to services and expenses of the hotel to third parties initiated by the customer.
3. In the event of justified withdrawal by the hotel, the customer shall have no claim to compensation.
4. The agreed prices include the respective statutory value added tax (VAT) (currently 7% on overnight accommodation services and 19% on all other services). Should the VAT rate applicable to the contractual services increase or decrease after conclusion of the contract, the prices shall be adjusted accordingly.
5. If the period between conclusion of the contract and fulfillment of the contract exceeds four months according to the contractual agreements and if the price generally charged by the hotel for such services increases, the hotel is entitled to raise the contractually agreed price appropriately, but by no more than 5 %.
6. The hotel is entitled to increase the prices if municipal taxes (cultural promotion tax, tourist tax, etc.) are levied on the accommodation. The price increase is limited to the costs of the above-mentioned taxes.
7. Unless other terms of payment have been expressly agreed upon, the hotel's invoices are due for payment immediately upon receipt of the invoice, without any deductions. The hotel is entitled to declare accrued claims due at any time and to demand immediate payment. In the event of late payment, the hotel is entitled to charge interest on arrears at a rate of 10% above the prime rate for companies and 5% above the prime rate for consumers. The hotel reserves the right to prove higher damages.
8. The subletting or subleasing of rooms, other spaces, areas or showcases as well as the invitation to job interviews, sales or similar events require the prior written consent of the hotel, whereby § 540 para. 1 sent. 2 BGB is waived insofar as the customer is not a consumer.
9. Upon conclusion of the contract, the hotel is entitled to demand from the customer a reasonable advance payment or security in the form of a credit card guarantee or similar. If an advance payment is not made within the agreed period, the hotel may withdraw from the contract and claim damages.
10. In justified cases (e.g. the customer's payment arrears or expansion of the scope of the contract) the hotel is entitled to demand an increase in the advance payment agreed in the contract or an increased security deposit in the amount of the expected accommodation costs.

Furthermore, the hotel is entitled to demand a reasonable advance payment or a security deposit from the customer at the beginning of and during the stay, unless such a security deposit has already been made in accordance with the above provisions.

11. The customer may only offset or reduce an undisputed or legally binding claim against a claim by the hotel.

4. Room provision, room handover and room return

1. The customer does not acquire a claim to the provision of a specific room unless the hotel has confirmed the provision of a specific room in writing.

2. Booked rooms are available to the customer from 3:00 pm on the day of arrival. The customer has no right to earlier provision. Guests arriving before 3:00 pm can move into their rooms as early as possible, depending on availability.

3. The rooms provided may be used until 6:00 pm on the day of arrival. After this time they may be rented by the hotel to another party unless the customer has previously notified the hotel in writing of a later arrival. The hotel is entitled to demand a guarantee for late arrivals.

4. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11:00 am at the latest. Thereafter, the hotel may charge 80% of the agreed room rate for additional use of the rooms until 6:00 p.m., and 100% from 6:00 p.m. onwards. The hotel reserves the right to assert any further claims for damages.

5. Withdrawal of the client from the accommodation contract

(cancellation, rescission)

1. The customer's withdrawal from the accommodation contract requires the prior written consent of the hotel. Without the hotel's consent, the customer is obligated to pay 90% of the contractually agreed price for each booked overnight stay if the rooms are not used and cannot be rented out again. The customer is free to prove that the above-mentioned claim has not arisen or has not arisen in the required amount. The customer cannot claim the room in the case of a booking lasting several days if the customer does not arrive on the first day of the reservation without consulting the hotel. In this case, the hotel is entitled and obliged to rent out the room again for the remaining period of time as far as this is possible.

2. Insofar as the hotel and the customer have agreed on a date for free withdrawal from the contract, the customer may withdraw from the contract until that date without incurring payment or damage compensation claims by the hotel. The customer's right to withdrawal expires if the customer does not exercise their right to withdraw from the contract with the hotel by the agreed date.

3. Services provided by third parties or special services (e.g. cakes, flowers, etc.) that become unusable as a result of the cancellation must be paid in full by the customer.

6. Withdrawal of the customer from the event contract

(cancellation, rescission)

1. The customer is entitled to withdraw from the contract free of charge only if this has been agreed in writing with the hotel. Otherwise, the hotel shall be entitled, in the event of cancellation, to charge the agreed room fee for the event rooms plus provision costs in accordance with the following provisions, provided that it is not possible to rent out the rooms again.

2. The hotel is entitled to charge the following percentage of the room rental fee or the conference flat rate:

- 50% in the event of cancellation from 4 months prior to the start of the event,
- 80% in the event of cancellation from 1 month prior to the start of the event,

- 90% in the event of cancellation from 10 days prior to the start of the event.

3. Insofar as food and beverage sales have been agreed, the hotel is entitled to charge additional costs in the event of cancellations as follows

If the customer withdraws from the booking of an event with agreed food and beverages between the 6th and 3rd week prior to the event date, the hotel shall be entitled to charge 35% of the lost food sales and 20% of the beverage sales; from the 2nd week until the start of the event, it may charge 80% of the food and beverage sales. The amount for food and drinks is calculated according to the number of participants as agreed in the contract. If no amount for food and drinks has been contractually agreed upon, the lowest priced 3-course menu of the respective valid event offer shall be used as a basis for the flat rate. The food sales are then calculated according to the formula: Banquet menu price x number of persons. Beverage sales are calculated according to 50% of food sales.

4. The customer is at liberty to prove that the hotel has suffered no disadvantage from the non-performance or that the disadvantage incurred by the hotel is lower than the flat-rate compensation demanded.

5. Services provided by third parties or special services (e.g. cakes, flowers, etc.) that become unusable as a result of the cancellation must be paid in full by the customer.

7. Withdrawal of the customer from the combined accommodation and event contract (cancellation, rescission)

1. Any withdrawal by the customer from the combined accommodation and event contract requires the prior written consent of the hotel. Without the hotel's consent, the customer is obligated to pay 90% of the contractually agreed price if it is not possible to rent out the rooms again. The customer is free to prove that the above-mentioned claim has not arisen or has not arisen in the required amount.

2. Insofar as the hotel and the customer have agreed on a date for free withdrawal from the contract, the customer may withdraw from the contract until that date without incurring payment or damage compensation claims by the hotel. The customer's right to withdrawal expires if the customer does not exercise their right to withdraw from the contract with the hotel by the agreed date.

3. Services provided by third parties or special services (e.g. cakes, flowers, etc.) that become unusable as a result of the cancellation must be paid in full by the customer.

8. Commissions

1. The hotel undertakes to pay the contractually agreed commission for rooms used and for events held when arranging room contingents, events and other services. With regard to the cancellation fees according to 5. and 6. of these General Terms and Conditions, a claim for commission is excluded.

9. Withdrawal by the hotel

1. Insofar as the customer's right to withdraw from the contract free of charge within a certain period was agreed, the hotel is also entitled to withdraw from the contract during this period.

2. If an agreed advance payment or required advance payment on the basis of these General Terms and Conditions is not made in due time, the hotel shall also be entitled to withdraw from the contract. In addition, the hotel may assert claims for damages against the customer.

3. The hotel is entitled to withdraw from the contract with immediate effect if, for example:

- force majeure and other circumstances beyond the hotel's control make the performance of the contract impossible;

- rooms and premises are culpably booked with misleading or false information about facts

essential to the contract, e.g. the customer or the purpose of the customer's stay;

- the hotel has reasonable cause to believe that the use of the hotel's services may jeopardize the smooth operation of the business, the safety or the public reputation of the hotel without this being attributable to the hotel's sphere of control or organization;
- the purpose or the reason for the stay is unlawful;
- unauthorized subletting or subleasing occurs contrary to 3. 7. of these General Terms and Conditions;
- the hotel is closed;
- the proper accommodation and/or the proper staging of an event cannot be guaranteed due to remodeling of the hotel;
- the customer withdraws from an integral part of a combined accommodation and event contract;
- the customer has made an affidavit;
- insolvency or composition proceedings are opened against the customer's assets.

10. Number of participants, changes in the number of participants, changes in event time and venue changes

1. A change of more than 5% in the number of participants registered by the customer must be received in writing by the hotel's banquet department at least 7 days before the event begins in order to be recognized by the hotel in the billing. In the event of deviations beyond this, the originally reported number of participants minus 5% shall be taken as a basis.
2. An increase in the number of participants by more than 5% requires the written consent of the hotel. In the event of an increase, the actual number of participants shall be taken as the basis for billing.
3. In the event of a deviation in the number of participants by more than 10%, the hotel shall be entitled to exchange the agreed rooms, provided that the size of the new rooms is appropriate for the number of participants last notified and the rooms are furnished in a comparable manner.
4. If necessary, the hotel is entitled to move the booked event to another room of equal value.
5. If the agreed start or end times of the event are postponed without the prior written consent of the hotel, the hotel may charge additional costs for the readiness to perform in accordance with § 315 BGB unless the hotel is at fault for the postponement of the times.
6. In the event of postponements after midnight, the hotel is entitled to charge € 1.50 per guest and hour including VAT. The agreed number of participants is the basis for the number of guests.
7. Exhibitions in the foyer and in the lobby are not permitted. The placement of advertising material requires the prior written consent of the hotel.

11. Bringing of own food and drinks

1. Food and drinks for events are provided exclusively by the hotel. Exceptions require a prior written agreement. In these cases, an amount to cover overhead costs ("corkage fee") will be charged.
2. The customer bears full liability for the harmlessness of the food and drinks brought with them and releases the hotel from any claims by third parties.
3. The hotel assumes no liability for the shelf life of food that is taken out of the hotel for self-consumption after an event day at the hotel or by the hotel.

12. Technical equipment and connections

1. Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's instigation, the hotel acts in the name, on behalf and for the account of the customer. The customer is liable for careful treatment and proper return of the equipment. The customer shall indemnify the hotel from all claims of third parties arising from the provision of such equipment.

2. The use of the organizer's own electrical equipment or that of third parties commissioned by the organizer using the hotel's power supply system requires the hotel's prior written 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 incurred by the use of such equipment.

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

4. Disturbances in the technical or other equipment provided by the hotel shall be eliminated immediately if possible. Payments may not be withheld or reduced if the hotel is not responsible for these disturbances.

5. If the hotel's technical equipment remains unused because the customer has commissioned an external technical company, the hotel is entitled to demand a compensation for downtime.

13. Music performances, artist performances

1. If the rights of third parties (copyrights, etc.) are affected during events, the customer is obliged to obtain appropriate permits at the customer's own expense before the event is held and to pay any fees (GEMA fees, etc.) directly. Should fees or claims for damages nevertheless be asserted against the hotel for the reasons mentioned, the organizer shall indemnify the hotel against such fees or claims for damages.

2. If the participation of artists in events creates an obligation to contribute to the Artists' Social Security Fund, the organizer is obliged to pay these contributions directly.

3. In the event that the hotel engages artists for the customer's events, the hotel is entitled to charge the customer for the contributions to the Artists' Social Security Fund.

14. Decorative material, exhibits for events

1. Decorative materials, exhibits or other, even personal items of the customer, who is not an accepted guest at the hotel, are placed in the event rooms or the hotel at the customer's risk. The hotel assumes no liability for loss, destruction or damage of such items, except in cases of gross negligence or intent on the part of the hotel. Excluded from the exclusion of liability are damages from injury to life, body or health. Furthermore, all cases are excluded in which, due to the circumstances of the individual case, the safekeeping represents an obligation, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance the customer may regularly trust (essential contractual obligation).

2. Decorative material brought by the customer must comply with the fire brigade requirements. The hotel is entitled to demand official proof of this. If the customer does not comply with this request by the hotel, the hotel is entitled to remove and store the decorative material at the customer's expense. Due to possible damage, the installation and attachment of objects to walls and ceilings is only permitted with the prior written consent of the hotel.

3. All exhibition or other objects brought along by the customer or participants of the event must be removed by the customer immediately after the end of the event. If the customer does not immediately comply with this duty of removal, the hotel is entitled to remove and store the

goods at the customer's expense. If objects remain in the event room, the hotel may charge the agreed room rental fee for the duration of the stay. The customer reserves the right to prove lower damages; the hotel reserves the right to prove higher damages.

4. The customer must ensure that all waste is disposed of properly in accordance with the relevant statutory provisions.

5. If the customer instructs the hotel to dispose of packaging material, the hotel is entitled to charge the customer for the costs incurred thereby.

15. Liability of the customer

1. The organizer shall be liable for all damage to the hotel building and its furnishings caused by the organizer, event participants, visitors to the event, employees of the organizer or other related third parties. The hotel may require the organizer to provide appropriate security deposits (e.g. insurance, deposits, guarantees, etc.) to cover the liability risk.

16. Defects, obligations of the customer to cooperate

1. If defects should occur in the hotel's deliveries or services or if the services are disrupted, the customer shall notify the hotel of such defects immediately upon discovery so that the hotel has the opportunity to remedy the defects as quickly as possible or to ensure that the deliveries and services comply with the contract. Insofar as this is not possible due to the nature of the defect/disturbance or for other compelling reasons, notices of defects must in any case be made at the latest when the rooms are returned to the hotel. The customer is obliged to keep any damage incurred by them as low as possible.

17. Liability of the hotel

1. The hotel shall be liable for its obligations under the contract with the diligence of a prudent business person. Claims of the customer for damages are excluded. This does not include damages resulting from injury to life, body or health. Furthermore, the exclusion of liability does not apply to other damages that are based on an intentional or grossly negligent breach of duty by the hotel. The exclusion of liability shall also not apply to damages resulting from the violation of essential contractual obligations. Essential contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely. Furthermore, mandatory liability under the Product Liability Act as well as liability arising from any guarantee assumed by the hotel shall remain unaffected. A breach of duty on the part of the hotel is equivalent to that of a legal representative or vicarious agent of the hotel.

2. The hotel shall be liable to the customer for items brought in in accordance with the statutory provisions (§§ 701 ff. BGB).

3. If the customer is provided with a parking space in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement.

4. The customer's claims against the hotel shall become statute-barred within one year of knowledge of the circumstances giving rise to such claim. Claims for damages become time-barred within 5 years, irrespective of knowledge. This shortening of the statute of limitations shall not apply in the event of culpable injury to life, body or in the event of liability under the Product Liability Act.

18. Final provisions

1. Changes or additions to the accommodation and event contract must be made in writing to be effective. The written form is also necessary for the cancellation of the written form requirement.
2. The place of performance and payment is the registered office of the hotel.
3. The exclusive place of jurisdiction for commercial transactions is the registered office of the hotel. Insofar as a contractual partner fulfills the requirements of § 38 para. 2 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the hotel's registered office.
4. The law of the Federal Republic of Germany applies exclusively. The application of UN sales law and conflict of laws is excluded.
5. Should individual provisions of the accommodation or event contract or individual provisions of these General Terms and Conditions for hotel accommodation and for the staging of events be or become invalid, this shall not affect the validity of the remaining provisions. In all other respects the statutory provisions shall apply.

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