



## **General Terms and Conditions of Resort Achental GmbH for events**

**As of: 12/2020**

### **§ 1 Scope of application**

(1) These terms and conditions apply to contracts for the rental of conference, banquet and event rooms as well as all other contractually agreed areas of the hotel for the implementation of events such as banquets, seminars, conferences, exhibitions and presentations, etc. as well as to all other services and deliveries of the hotel provided to the customer in this context.

(2) The subletting of rooms, areas or showcases provided as well as invitations to job interviews, sales or similar events requires the prior consent of the hotel in text form, whereby § 540 para. 1 sentence 2 BGB is waived if the customer is not a consumer.

(3) General terms and conditions of the customer shall only apply if this has been expressly agreed in advance.

### **§ 2 Conclusion of contract, partners, liability, statute of limitations**

(1) The contractual partners are the hotel (Resort Achental GmbH) and the customer. The contract is concluded if the hotel accepts the customer's application. The hotel is free to confirm the booking of the event in text form.

(2) The hotel is liable for damages for which it is responsible resulting from injury to life, body or health. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent violation of typical contractual obligations of the hotel. A breach of duty by the hotel is equivalent to that by a legal representative or agent. Further claims for compensation, unless otherwise stipulated in Section 11, are excluded. Should faults or defects occur in regard to the services of the hotel, the hotel will endeavour to remedy the situation upon gaining knowledge or receiving a prompt complaint by the customer. The customer is obliged to make a reasonable effort to remedy the disruption and to keep possible damage to a minimum. In all other respects, the customer is obliged to inform the hotel in good time of the possibility of an exceptionally high level of damage.

(3) All claims against the hotel shall, in principle, become statute-barred one year after the statutory commencement of the limitation period. This does 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, compensation**

(1) The hotel is obliged to provide services ordered by the customer and approved by the hotel.

(2) The customer 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 customer directly or via the hotel, which are provided by third parties and not by the hotel. In particular, this also applies to claims of copyright collecting societies.

(3) The agreed prices include the taxes applicable at the time of concluding the contract. In the event of changes to the statutory sales tax or the introduction, modification or abolition of local taxes on the service provided after conclusion of the contract, the prices will be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between conclusion of the contract and fulfilment of the contract exceeds four months.

(4) If the period between the conclusion of the contract and the event exceeds four months and the price generally charged by the hotel for such services increases, the contractually agreed price may be increased appropriately, but not by more than 5%.

(5) 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 sums due from the customer at any time. In the event of the customer failing to pay on time, the statutory provisions shall apply. The hotel reserves the right to prove a higher compensation entitlement.

(6) Upon conclusion of the contract, the hotel is entitled to demand an appropriate advance payment or security deposit from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in the contract in text form. In the event of a customer failing to pay on time, the statutory provisions shall apply.

(7) In justified cases, for example arrears of payment by the customer or extension of the scope of the contract, the hotel is entitled to demand an advance payment or security deposit within the meaning of section (6) above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration even after conclusion of the contract until the start of the event.

(8) The customer can only offset undisputed or legally established claims against claims of the hotel.

(9) The customer agrees that the invoice can be sent to them electronically.

#### **§ 4 Provision, handover and return of hotel rooms**

(1) The customer is only entitled to the provision of hotel rooms in the booked room category, but not to the provision of certain rooms, unless this has been expressly agreed in text form.

(2) Booked rooms are available to the customer from 15:00 on the agreed day of arrival. No claim to use the rooms before this time can be made, unless this has been expressly agreed in text form.

(3) The customer is obliged to make the rooms available on the agreed day of departure by 11:00 at the latest. In the event of a delayed check-out, the hotel is entitled to charge 50% of the list price for unauthorized further use until 18:00, and 90% of the list price for further use beyond 18:00. In this case, no contractual claims of the customer for services of the hotel are justified. The customer reserves the right to prove that the hotel has no or a significantly lower claim to a usage fee.

#### **§ 5 Withdrawal of the customer (cancellation)**

(1) A withdrawal of the customer from the contract concluded with the hotel is only possible if a right of withdrawal has been expressly agreed in the contract, there is another statutory right of withdrawal or if the hotel expressly agrees to the cancellation of the contract. An agreement to a right of withdrawal as well as possible consent to a cancellation of the contract should be made in text form.

(2) If a deadline for free withdrawal from the contract has been agreed between the hotel and the customer, the customer may withdraw from the contract until then without triggering payment or compensation claims of the hotel. The customer's right of withdrawal expires if they do not exercise their right of withdrawal with the hotel by the agreed date.

(3) For the complete cancellation or non-use of the hotel services, the following scale applies:

Cancellation conditions for events up to 65 rooms

- up to 90 days before the booked arrival date, the cancellation is free of charge
- up to 60 days before the booked arrival date, 50% of the contract value will be charged
- up to 30 days before the booked arrival date, 75% of the contract value will be charged
- less than 30 days before the booked arrival date, 90% of the contract value will be charged

Cancellation conditions for events over 65 rooms

- up to 120 days before the booked arrival date, the cancellation is free of charge
- up to 90 days before the booked arrival date, 50% of the contract value will be charged
- up to 60 days before the booked arrival date, 60% of the contract value will be charged
- up to 30 days before the booked arrival date, 75% of the contract value will be charged
- less than 30 days before the booked arrival date, 90% of the contract value will be charged

(4) If a right of withdrawal has not been agreed or has already expired, there is no statutory right of withdrawal or termination and if the hotel does not agree to a cancellation of the contract, the hotel retains the right to the agreed remuneration despite the service not being used. The hotel has to offset the income from other rental of the rooms as well as the saved expenses. The expenses saved in each case may be flat-rate in accordance with Sections 5.4, 5.5 and 5.6. The customer is free to prove that the claim has not arisen or has not arisen in the requested amount. The hotel is free to prove that a higher claim has arisen.

(5) If the customer only withdraws between the 8th and the 4th week before the event date, the hotel is entitled to charge 35% of lost food turnover in addition to the agreed rental price, and in each later withdrawal, 70% of lost food turnover.

(6) The calculation of lost food and beverage turnover is based on the following formula: agreed menu price plus drinks x number of participants. If no price has yet been agreed for the menu, the cheapest three-course menu of a valid respective event offer will be used as a basis.

(7) If a conference package has been agreed on a per participant fee basis, the hotel is entitled to charge 60% of the conference fee of the agreed number of participants in the event of a withdrawal between the 8th and 4th week before the event date, and 85% in the event of a later withdrawal.

## **§ 6 Withdrawal of the hotel**

(1) If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked event rooms and the customer does not waive their right to withdraw from the contract upon receiving a request of the hotel on this with a reasonable deadline.

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

(3) Furthermore, the hotel is entitled to withdraw from the contract in extraordinary circumstances for objectively justified reasons, in particular in the event that

- Force majeure or other circumstances for which the hotel is not responsible, which make it impossible to fulfil the contract
- Events or rooms are booked deliberately with misleading or false information or by concealing essential details. The identity of the customer, their solvency or the purpose of their stay can be essential.
- The hotel has reasonable grounds to believe that the event may jeopardise the smooth running of business, the security or the reputation of the hotel in public, without this being assigned to the control or organisational sphere of the hotel.
- The purpose or occasion of the event is unlawful.
- There is a violation of section 1.2.

(4) The justified withdrawal of the hotel does not give rise to any claim for damages on the part of the customer.

### **§ 7 Change or partial return of room capacities within the framework of the event**

(1) The hotel grants the organiser the opportunity to return parts of the contingent reserved by him within the following periods, without any compensation or cancellation costs being charged:

- up to 6 weeks before arrival: 15% of the contractually agreed number of rooms
- up to 2 weeks before arrival: 10% of the contractually agreed number of rooms
- less than 2 weeks and up to 7 days before arrival: 5% of the contractually agreed number of rooms (minimum 1 room)

The basis for the above-mentioned percentage reductions is, in principle, the first contract signed. If the organiser returns a larger contingent than that stated during the time period mentioned above, the hotel is entitled to charge the cancelled rooms in excess of the mentioned percentage. In the case of on-call contingents with an agreed return date (cut-off date), the above-mentioned return periods do not apply to the contingent.

### **§ 8 Changes in the number of participants and the time of the event**

(1) An increase in the number of participants by more than 5% must be communicated to the hotel at least ten working days before the start of the event and requires the consent of the hotel, which should be in text form. Billing is based on the actual number of participants, but will be at least 95% of the agreed higher number of participants.

(2) A reduction in the number of participants by more than 5% should be communicated to the hotel at an early stage, and at the latest ten days before the start of the event. The billing is based on the actual number of participants, but will be at least 95% of the agreed number of participants. Section 8.1 sentence 3 shall apply accordingly.

(3) If the number of participants is reduced by more than 10%, the hotel is entitled to exchange the confirmed rooms, taking into account any changes in room rates, unless this is unreasonable for the customer.

(4) If the agreed start or end times of the event are postponed and the hotel agrees to these changes, the hotel may charge for the additional commitment, unless the hotel is responsible for the change.

(5) For events that continue beyond midnight, the hotel may, unless otherwise agreed, settle the personnel costs from this point on an itemised basis. Furthermore, the hotel can,



on an itemised basis, pass on the travel costs of the employees if they have to make their way home after the end of the event on public transport.

### **§ 9 Bringing food and drinks**

(1) The customer is generally not allowed to bring food and drinks to events. Exceptions require an agreement with the hotel. In such cases, a contribution to cover overheads shall be charged.

### **§ 10 Technical devices and connections/holding of events**

(1) Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's request, it acts in the name, power of attorney and on the account of the customer. The customer is liable for careful handling and a proper return. They are to indemnify the hotel from all claims of third parties arising from the transfer of these devices.

(2) The use of the customer's own electrical systems on the hotel's power grid requires its consent. Faults or damage to the technical facilities of the hotel caused by the use of these devices are at the expense of the customer, insofar as the hotel is not responsible for them. The hotel may record and charge the electricity costs arising from their use as a lump sum.

(3) With the consent of the hotel, the customer is entitled to use his own telephone, fax and data transmission facilities. The hotel may charge a connection fee for this.

(4) If suitable facilities of the hotel remain unused due to the connection of the customer's own facilities, a cancellation fee may be charged.

(5) Faults in technical or other facilities provided by the hotel will be resolved immediately, if possible. Payments cannot be withheld or reduced if the hotel is not responsible for these faults.

(6) The contractual partner must handle the necessary formalities and settlements within the framework of self-arranged musical performances and sound systems with their own responsibility with the relevant institutions (e.g. GEMA). The hotel is indemnified by the organiser against any claims of GEMA that have arisen from unauthorised use of the rights of GEMA or third parties, e.g. due to non-registration by the organiser.

(7) The contractual partner may only use the name and trademarks of the hotel in the context of the promotion of their event after prior consultation with the hotel.

### **§ 11 Loss or damage of items brought along**

(1) Exhibition items or other personal belongings are taken at the customer's own risk into event rooms or into the hotel. The hotel assumes no liability for loss, destruction or damage, not even for financial losses, except in the case of gross negligence or malice on the part of the hotel. Excluded from this are damages from injury to life, body 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.

(2) Decorative materials brought along must comply with fire protection requirements. The hotel is entitled to demand official proof of this. If such proof is not provided, the hotel is entitled to remove material already brought in at the expense of the customer. Due to the risk of damage, the installation and attachment of objects must be agreed with the hotel in advance.

(3) Exhibition items or other objects brought along must be removed immediately after the end of the event. If the customer fails to do this, the hotel may conduct removal and storage at the expense of the customer. If the items remain in the event room, the hotel can charge adequate compensation for the duration of the blockage of the room.

(4) Packaging material (cardboard boxes, boxes, plastic, etc.) that is generated in connection with the holding of the event by the contractual partner or third parties must be disposed of by the contractual partner before or after the event. If the contractual partner leaves packaging material behind in the hotel, the hotel is entitled to dispose of it at the expense of the contractual partner.

#### **§ 12 Liability of the customer for damages**

(1) If the customer is a business, they are liable for all damage to buildings or inventory caused by event participants or visitors, employees, or other third parties from their area or themselves.

(2) The hotel may require the customer to provide adequate security, for example in the form of a credit card guarantee (insurance, deposits, guarantees).

#### **§ 13 Data protection**

(1) The privacy policy can be viewed on: [www.dasachental.com/datenschutz/](http://www.dasachental.com/datenschutz/).

#### **§ 14 Final provisions**

(1) Changes and additions to the contract, acceptance of the application or these general terms and conditions shall be made in text form. Unilateral changes or additions by the customer are void.

(2) The place of fulfilment and payment as well as the exclusive place of jurisdiction – also for cheque and bill of exchange disputes – is the registered office of the hotel in commercial transactions. If the customer fulfils the requirement of § 38 paragraph 2 ZPO and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.

(3) German law applies. The application of UN Sales Law and the conflict of laws principle is excluded.

(4) Should individual provisions of these general terms and conditions for events be invalid or void or become so, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

(5) In accordance with its 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 bodies.