

GENERAL TERMS AND CONDITIONS

For the Kloster Holzen Hotel GmbH (hereinafter referred to as „hotel“) hotel contract and events.

The German version of our terms & conditions take precedence over the English Version. In case of doubt, the German version shall be taken as a reference.

1. General, Applicability

- 1.1. These terms and conditions apply to contracts for hotel room rentals for the purpose of accommodation and for the rental of conference, banquet, and event rooms for the realization of banquets, seminars, conferences, exhibits, presentations, celebrations and weddings, as well as all services and deliveries rendered by the hotel in connection with these events.
- 1.2. A copy of the General Terms and Conditions will be given to the customer upon the signing of the contract and can be found on the internet at any time.

2. Completion of the Contract, Reservations

The contract is completed by the hotel's acceptance of the customer's booking. The hotel confirms the acceptance in written form, is not required to do so, however, for the validity of the contract.

In case of a group reservation involving multiple rooms, the customer is required to present the hotel with a final guest list at least 14 days before arrival.

3. Contracting parties, subletting, political groups

- 3.1. The hotel and the customer are the contracting parties. If a third party is acting on behalf of the customer, the hotel can assert in full all claims which result from the hotel contract against either the customer or the third party (joint liability), provided the hotel is in possession of the corresponding declaration from the third party.
- 3.2. The customer can place a pre-reservation (booking option) which is binding for both contracting parties. All pre-reservations must be activated at a contractually arranged time (option deadline), otherwise the hotel is entitled to dispose of the venues, rooms and services at the end of the option deadline.
- 3.3. If the customer or party placing the order is not the event organiser, or if a professional facilitator or organiser is arranged for by the event organiser, then the professional organiser and the customer are jointly and severally liable for all obligations resulting from the contract, provided the hotel is in possession of the corresponding declaration from the event organiser.
- 3.4. If the event organiser is a political or ideological group an additional authorisation from the managing director is necessary for the contract to be valid. If the event organiser withholds the fact that they are a political or ideological group, then the hotel is authorised to terminate the contract without notice and to charge for provision costs according to clause 7.
- 3.5. The customer is not authorised to sublet the venue or rooms entrusted to them, nor to use them for any other purpose than accommodation without previous written consent from the hotel.

Sec.540subsec. 1, No. 2 of the BGB1 (German Civil Code) is only valid if the customer is a private consumer and thus entering the contract with the hotel for a purpose other than business or entrepreneurial occupation.

1 § 540 I 2 BGB: „If the landlord refuses permission, the tenant may terminate the tenancy abnormally with the legal time limit provided there is no good cause in the person of the third party..“

4. Services, Prices, GEMA, Third Party Rights

- 4.1. The hotel is obligated to hold the rooms rented by the customer and to provide the promised and ordered services.
- 4.2. The customer is obligated to pay the hotel's arranged and prevailing prices for the rented venue and rooms, for booked events and for all other services utilized. The customer is also obligated to pay for the services of and the hotel's expenditures for third parties whom the customer organised, especially claims of copyright protection and utilization organisations. The stipulated prices include the statutory Value-Added-Tax. If the time period between contract signing and the event is longer than four months, the hotel has the right to adjust prices. The amount of the Value-Added-Tax is to be calculated according to the statutory VAT at the time of the event.
- 4.3. All musical events must be registered with the GEMA (copyright protection organisation) by the customer ahead of time. The customer releases the hotel of any claims by the GEMA or third parties resulting from the unauthorised use of rights belonging to the GEMA or third parties.

5. Payment Date, Billing

- 5.1. Hotel bills are to be paid in full within 14 days.
- 5.2. Invoices under 200.00 Euro are to be paid directly at the hotel upon conclusion of the event.
- 5.3. The hotel is authorised to demand a reasonable up-front payment or deposit in the form of a credit card guarantee upon the signing of the contract. The amount of the payment and the payment date will be stipulated in the written contract.
- 5.4. The hotel requires an up-front payment of 1,000.00 EURO for weddings and celebrations from the customer upon signing the contract as a booking guarantee.
- 5.5. In the case of culpable non-payment by the customer, the hotel can charge interest of 8% above the basic interest rate for business customers and 5% above the basic interest rate for private customers without notice.

6. Change in the Number of Participants

- 6.1. A reduction in the number of participants, thus the number of place settings,
 - up to 50 people to a maximum of 10%
 - above 50 people to a maximum of 5%is possible up to 5 working days before the event free of charge, with the exception of room reservations. Changes beyond the indicated percent are subject to the contractual cancellation arrangements. Excluding room reservations.
- 6.2. The hotel has the right to adjust the arranged prices or to change the confirmed rooms if the number of participants changes by more than 10% unless a change would be unacceptable for the customer.
- 6.3. The hotel reserves the right to withdraw from the contract if the number of participants declines by more than 15%.

7. Cancellations

- 7.1. A cancellation of a booking is only possible with the written permission of the hotel. If this is not forthcoming, the arranged rooms or venue prices as well as the services of third parties are to be paid, even if no contractual services were rendered.
- 7.2. Provided a date for free-of-charge contract cancellations has been arranged between the hotel and the customer, the customer may withdraw from the contract up to that date without payment or damage claims from the hotel. The hotel can make its cancellation consent according to clause 7.1 dependent on the following:

Cancellation of Meetings, Seminars and Conferences

Conference Packages & Rooms

Cancellation up to 8 weeks before the date	free of charge
Cancellation up to 4 weeks before the date	50% of the arranged services
Cancellation up to 1 week before the date	80% of the arranged services
6 – 0 Days before the date	100% of the arranged services

Hotel rooms in conjunction with events

Cancellation up to 3 weeks before the date	free of charge
Cancellation up to 1 week before the date	50% of the arranged services
6 – 0 days before the date	100% of the arranged services
	Excluding breakfast

Cancellation of individual room reservations:

The hotel guest can cancel the room before 6 pm on the date of arrival free of charge. Guests cancelling after 6:00 pm on the date of arrival will be charged 100% of the room price excluding breakfast.

Cancellation of Hotel Packages / Arrangements

Cancellation up to 3 Weeks before the date	free of charge
Cancellation up to 1 week before the date	50% of the arranged services
6 – 0 Days before the date	100% of the arranged services
	Excluding breakfast and half board

Cancellation of Weddings and Celebrations

up to 6 Months before the date	the pre-payment will be retained
less than 6 months before the date	30% of the arranged services
less than 3 Months before the date	50% of the arranged services
4 weeks before the date	80% of the arranged services
1 week before the date	100% of the arranged services

The basis of calculation for the cancellation costs are the contractually arranged services (event rooms, meal and drink offerings, hotel rooms and supporting programmes) and number of persons.

If the hotel has the right to charge the customer for non-utilisation of services, then the hotel must offset any income earned from renting a room or providing services to another party as well as any associated cost savings against the amount charged to the customer.

- 7.3. The customer/event organiser reserves the right to prove that savings or utilization advantages in a specific case were actually higher.

8. Withdrawal

- 8.1. If a contractual agreement has been arranged according to Section 7.2 in which a customer can withdraw from the contract free of charge, then the hotel is also entitled to withdraw if enquiries into the contractually booked rooms from other customers exist and the customer does not waive his rights to cancellation according to clause 7.2.
- 8.2. If an arranged deposit or pre-payment is not paid, even after the lapsing of a reasonable grace period set by the hotel, the hotel is entitled to withdraw from the contract.
- 8.3. Furthermore, the hotel is entitled to cancellation of the contract on factually justified grounds. The following situations are examples of such grounds:
 - An act of God or other circumstances beyond the hotel's control which render the fulfilment of the contract impossible.
 - The hotel has founded reason to believe that the customer's utilization of hotel services could jeopardise the smooth operation, security or public reputation of the hotel for reasons not imputable to the management or the operation of the hotel.
 - The customer is in breach of clause 3.4 or 3.5
 - The purpose or occasion of the customer's stay or event is unlawful.
- 8.4. In the event of justified cancellation on the part of the hotel, the customer has no right to damages.

9. Room Availability, Room Returns

- 9.1. The customer has no right to the provision of one or more specific rooms unless a written arrangement has been made.
- 9.1. Booked rooms are available for the customer from 3:00 pm on the agreed day. The customer has no right to earlier availability of the room.
- 9.2. The rooms must be vacated and made available to the hotel no later than 11:00 am on the agreed departure date. In the event of later vacation, the hotel has the right to charge 50% of the full list accommodation price up to 6:00 pm, thereafter 100%. This does not give grounds for contractual claims on the part of the customer. The customer has the right to prove that the hotel's resultant claim to a further rental payment is lowered or non-existent.

10. Bringing along of Meals and Drinks

The customer/organiser may not bring drinks and meals to an event. Exceptions (e.g. with national specialties) require the written consent of the Hotel. In the case permission is granted, a service and corkage fee will be charged.

11. Technical Equipment and Connections

- 11.1. Provided the hotel arranges technical and other equipment from third parties for the customer, it is acting on behalf and account of the customer. The customer is responsible for the careful handling and proper return and shall indemnify the hotel against any third-party claims arising from the provision of such equipment.
- 11.2. Previous written consent from the hotel is necessary for the use of electrical systems not belonging to the hotel which require use of the hotel's electrical network. Malfunctions or damages to the hotel's technical equipment shall be borne by the customer provided the hotel is not responsible for the damages. The hotel is entitled to charge a flat rate for electricity costs.
- 11.3. Malfunctions of the electrical equipment or other equipment supplied by the hotel shall be eliminated immediately if possible. Unless the hotel is responsible for such malfunctions, the customer shall not be entitled to retain or reduce payments.

12. Publication

Newspaper advertisements and any other advertising measures or publications which refer to the hotel or include invitations to sales events always require the written consent of the hotel.

13. Hotel Liability, Introduction of Articles

- 13.1. The hotel is liable for its obligations according to the contract. Claims to damages by the customer are hereby excluded with the exception of claims arising from loss of life, bodily injury or harm to health resulting from the hotel's breach of obligation; other damages, either wilful or gross negligent on the part of the hotel; and damages resulting from wilful or gross negligent breach of contractually typical obligation on the part of the hotel. A breach of duty on the part of subcontractors or legal agents of the hotel is to be treated in the same manner as a breach of duty on the part of the hotel. If disturbances or deficiencies in the service of the hotel occur, the hotel will make an effort to remedy the situation as soon as it becomes aware of such or the customer has made a prompt complaint. The customer is required to contribute to a reasonable degree to rectify the situation and keep any possible damages at a minimum.
- 13.2. Items brought to the rooms by the customer, including personal items and intellectual property, are in the hotel or event rooms at the customer's own risk. The hotel assumes no responsibility for loss, destruction or damage of property, or for resulting financial loss, except in the case of intent or gross negligence on the part of the hotel. Excluded are damages due to loss of life, bodily injuries or harm to health. Also excluded from the liability exemption are all cases in which the custody of an item is a contractually typical obligation as a result of specific circumstances.
- 13.3. The hotel strongly urges customers to take out insurance to cover damages to display or exhibit items which may occur in the rooms of the hotel.
- 13.4. The installation of decorations or other objects requires the previous written consent of the hotel. Decorations brought by the customer must meet fire protection requirements. The hotel has the right to demand official proof hereof. If no official proof is given, the hotel reserves the right to remove the decoration items in question at the customer's cost.
- 13.5. Decorations and other items brought along by the customer are to be removed immediately after the event. If the customer neglects to remove these items, the hotel may remove and store the items at the customer's cost. If the items remain in the event rooms, the hotel reserves the right to charge reasonable compensation for use of the rooms for the time the items remain. The customer has the right to prove that the hotel's resultant claims are lower or non-existent.
- 13.6. The hotel is not liable for objects and materials which the customer brings to technical facilities, conference rooms or rooms which are accessible to the public.
- 13.7. If a parking space in the hotel parking lot is placed at the customer's disposal, a contract of safe custody does not exist as a result. The hotel is not liable for damages, theft or loss of or to motor vehicles and/or their contents which occur on its property, unless through intent or gross negligence. The stipulations of 13.1, sentence 2 to 4 apply accordingly for the exemption to liability claims.
- 13.8. Wake-up services shall be performed by the hotel with the greatest care. Messages, mailings and consignment of goods for the guest are treated with due diligence. The hotel undertakes the delivery and safe-keeping. The stipulations of 13.1, sentence 2 to 4 apply accordingly for the exemption to liability claims.

14. Customer Liability for Damages

The customer is responsible for all damages to the building and its inventory caused by event participants, visitors, employees, other involved third parties or the customer. The hotel reserves the right to demand reasonable collateral (for example insurance, deposit, or surety).

15. Statute of Limitations

Any and all claims against the hotel shall be time-barred after one year starting from the beginning of the legal limitation period. Claims for damages are time-barred after five years regardless of first notice if they do not involve damage to life, body, health or freedom. Such damages are time-barred after ten years regardless of first notice. The reduction of limitations does not apply to damages resulting from intent or gross negligence on the part of the hotel.

16. Privacy protection

- 16.1. The personal data acquired in the context of business-related activities shall be treated in compliance with the data protection laws.
- 16.2. The customer consents that the private customer data may be collected, processed and used in connection with the business relationship.
- 16.3. The hotel will not pass private data on to third parties, unless these are service partners which require the data for the contract execution. In that case, the extent of the transmitted data will not exceed the required minimum.
- 16.4. The customer has the right to access as well as correction, blocking and deletion of his stored data. The customer has the right to have his data deleted at any time. Furthermore the customer has the right to demand information about the state of private data under **info@kloster-holzen.de**. If contractual or legal retention obligations prohibit the deletion of his data, the data will be blocked.
- 16.5. The customer's private data naturally will be handled confidentially and especially not for the purposes of advertisement, market research or opinion polling.

17. Concluding Provisions, Place of Jurisdiction, Applicable Law

- 17.1. Deviating or conflicting terms and conditions of the customer are herewith contradicted. They shall become part of the contract only upon written confirmation by the hotel for each specific contract.
- 17.2. The place of delivery and payment is the location of the hotel in Allmannshofen / Holzen.
- 17.3. Exclusive place of jurisdiction – including disputes regarding cheques and bills of exchange – is the headquarters of the hotel for commercial dealings. Provided a contracting partner fulfils the requirements of Section 38, subsection 2 (German Code of Civil Procedure) and has no inland place of jurisdiction, the place of jurisdiction is the registered office of the hotel in Augsburg.
- 17.4. German law shall apply. The application of the UN-Convention on Contract for the International Sale of Goods (CISG) is ruled out.
- 17.5. If individual regulations of the General Terms and Conditions are or become either entirely or partly incomplete, ineffective or void, the legal validity of the remaining regulations is not affected. In all other respects statutory provisions shall apply.

Holzen, 1.4.2015