

# General terms and conditions - effective from December 01, 2022

## 1. SCOPE OF APPLICATION

a) These terms and conditions apply to all reservations and bookings for guest accommodation, function room hire and the use of all other facilities of Fürstenfelder Gastronomie und Hotel GmbH for events, as well as for all goods and services supplied.

b) The general terms and conditions of the contract partner are only applicable if written consent has been given by Fürstenfelder Gastronomie und Hotel GmbH.

## 2. CONCLUSION OF A CONTRACT

a) All offers made by Fürstenfelder Gastronomie und Hotel GmbH are without obligation and subject to change, unless otherwise stated. The contract for the reservation of rooms, function rooms and locations, as well as for the supply of goods and services, comes into effect upon confirmation in writing by Fürstenfelder Gastronomie und Hotel GmbH.

b) The parties to the contract are Fürstenfelder Gastronomie und Hotel GmbH and the customer.

c) If a third party, e.g. an event manager/agency, engages the contract with Fürstenfelder Gastronomie und Hotel GmbH on behalf of the customer, then that party shall be jointly and severally liable for all obligations arising from this contract, provided we have a corresponding written declaration from the third party.

d) Prior written consent of Fürstenfelder Gastronomie und Hotel GmbH is required if the hotel room, function rooms or locations are to be sublet or surrendered to a third party. This is not permitted without written consent.

e) The guest/organiser is obliged to notify Fürstenfelder Gastronomie und Hotel GmbH immediately, at latest on conclusion of the contract, if any dangers or risks of damage exist. The obligation of notification applies also, if the service provision and/or the event is likely, due to its content or nature (e.g. political, religious, public relations, etc.), to arouse public interest, or to endanger, or adversely affect the interests of our establishment.

## 3. START AND END OF ACCOMMODATION

a) The customer does not acquire the right to be provided with a specific room.

b) If no alternative arrangements have been made, rooms are available at 3.00 p.m. on the arrival date.

c) Rooms must be vacated and made available to the hotel by 11.00 am on the agreed departure date. After that time, Fürstenfelder Gastronomie und Hotel GmbH may charge 50 percent of the full accommodation for delayed vacation of the room up to 2.00 p.m., or 100 percent if the room is vacated after 2.00 p.m.. The guest/organiser is at liberty to prove that the hotel incurred no or much lesser costs. We reserve the right to assert claims for further loss or damages.

d) The occupancy of the rooms with more than the booked number of persons requires the prior written consent of the hotel.

## 4. PRICES AND SERVICES

a) Fürstenfelder Gastronomie und Hotel GmbH is obliged to provide the agreed services, as ordered by the guest/organiser.

b) The guest/organiser is obliged to pay the agreed price, for these services, to Fürstenfelder Gastronomie und Hotel GmbH. This also applies to relevant event costs, paid by Fürstenfelder Gastronomie und Hotel GmbH to any third parties.

c) The agreed prices include the relevant value added tax. In case of a change in the statutory value added tax, we reserve the right to adjust the prices accordingly, if necessary also subsequently.

d) No commission will be paid unless stated otherwise in a written agreement between the organiser and Fürstenfelder Gastronomie und Hotel GmbH.

e) If a time period of four months is exceeded between contract conclusion and fulfilment of the contract, and the Fürstenfelder Gastronomie und Hotel GmbH prices increase during this time, the agreed price may be increased accordingly, but not by more than 5%. For each following year, after the aforementioned four months, between contract conclusion and fulfilment of the contract the upper limit is increased by a further 5%. This does not affect price changes caused by c).

f) For events continuing after 12.00 a.m. (midnight), a night surcharge per hour, will apply.

g) Should the starting or ending times of an event be re-scheduled without the previous written consent of Fürstenfelder Gastronomie und Hotel GmbH, additional charges may be invoiced to the organiser at the discretion of Fürstenfelder Gastronomie und Hotel GmbH. Fürstenfelder Gastronomie und Hotel GmbH is responsible for the re-scheduling.

h) Invoices from Fürstenfelder Gastronomie und Hotel GmbH are payable in full within 10 days of the invoice date. In the case of delayed payment; Fürstenfelder Gastronomie und Hotel GmbH reserve the right to charge interest at a rate of 5% above the basic interest rates of the German Central Bank. Furthermore, the law ruling acceleration of payments due (01.05.2000) applies. The right to assert further claims will remain unaffected.

i) Fürstenfelder Gastronomie und Hotel GmbH is entitled to charge a deposit for bookings made according to the appendix below.

j) The customer may only offset such claims against Fürstenfelder Gastronomie und Hotel GmbH as are undisputed and legally recognised.

k) In case of reduction or increase of the number of booked rooms or the length of stay of the guests, we reserve the right to adjust the prices accordingly.

## 5. CANCELLATION BY THE CUSTOMER/ORGANISER

a) The customer's cancellation of a contract agreed with the hotel shall only be possible if such right of withdrawal is expressly agreed in the contract, if some other statutory right of cancellation or withdrawal applies, or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal and any form of agreement to a potential cancellation of the contract shall each be submitted in writing.

b) If the hotel and customer have agreed on a date by which the contract may be cancelled free of charge, the customer may withdraw from the contract without penalty up to this date, without the hotel making any claim for payment or compensation. The customer's right to withdraw from the contract shall expire if they do not exercise this right vis-à-vis the hotel by the agreed date.

c) If a right of withdrawal was not agreed or has already expired, then no statutory right of withdrawal or cancellation shall be deemed to apply, and should the hotel not agree to cancellation of the agreement, then the hotel shall retain the right to claim the agreed payment in spite of the failure to use the service. The hotel shall be obliged to balance to deduct its earnings from the letting of the rooms to other parties and also the expenses saved. The customer shall be entitled to provide evidence that such claims have not arisen or are unjustifiably high.

d) Our cancellation policy is valid as per particulars listed in the appendix below.

e) The right to cancel the contract due to a breach of contract by Fürstenfelder Gastronomie und Hotel GmbH is not affected by the aforementioned rules a) to c).

## 6. CANCELLATION BY FÜRSTENFELDER GASTRONOMIE UND HOTEL GMBH

a) Fürstenfelder Gastronomie und Hotel GmbH reserves the right to cancel the contract for objectively justified reasons. Such a reason is given, if

o the deposit required in the contract has not been made by the guest/organiser by the agreed date.

o cases of force majeure, or other circumstances beyond our control, including strikes, lock outs, governmental or court orders, etc., should impede conclusion of the contract.

o the contract contains misleading or false statement of essential facts e.g. the organiser or the subject or the intended purpose of the event.

o Fürstenfelder Gastronomie und Hotel GmbH has justified reason to believe that by allowing this event to take place, the operation, safety and reputation of Fürstenfelder Gastronomie und Hotel GmbH will be put at risk.

o timely due notice as specified in paragraph 2. e) was not given by the guest/organiser, or a publication or advertisement as in paragraph 10. b) is released without the previous written permission of Fürstenfelder Gastronomie und Hotel GmbH. In such a case Fürstenfelder Gastronomie und Hotel GmbH reserves the right to publicly announce cancellation of the event.

b) The regulations in paragraph 5 a) to d) apply. Any rights of Fürstenfelder Gastronomie und Hotel GmbH to claim any additional damages will remain unaffected.

c) Fürstenfelder Gastronomie und Hotel GmbH must inform the guest/organiser, without delay, that Fürstenfelder Gastronomie und Hotel GmbH is exercising the right to withdraw from the contract.

d) Justified cancellation of the contract by Fürstenfelder Gastronomie und Hotel GmbH does not entitle the guest/organiser to any claims for damages.

## 7. NUMBER OF PARTICIPANTS

a) A change in the number of participants must be communicated in writing to the banquet and conference team, at least 5 working days before the event is due to begin.

b) A change in the number of participants is only possible if agreed in writing by Fürstenfelder Gastronomie und Hotel GmbH.

c) In the case of an increase in the number of participants, the actual number attending will be invoiced.

## 8. CATERING POLICY

All food and beverages must be purchased from Fürstenfelder Gastronomie und Hotel GmbH. Any exceptions must be agreed in writing with Fürstenfelder Gastronomie und Hotel GmbH. If such an agreement is reached, overhead costs (e.g. corkage, etc.) will be charged. The organiser holds full responsibility for any food or beverages not purchased from Fürstenfelder Gastronomie und Hotel GmbH. Therefore, Fürstenfelder Gastronomie und Hotel GmbH waives the liability for any third party claims.

## 9. TECHNICAL EQUIPMENT AND INSTALLATIONS

a) Should Fürstenfelder Gastronomie und Hotel GmbH procure technical or other equipment from a service provider on behalf of the organiser, it does so in the name of and for the account of the organiser. The organiser is liable for the proper usage and return of the equipment, and indemnifies Fürstenfelder Gastronomie und Hotel GmbH from any third party claims relating to this equipment.

b) Consent in writing must be given by Fürstenfelder Gastronomie und Hotel GmbH for any use of the organisers own electrical equipment, attached to the Fürstenfelder Gastronomie und Hotel GmbH electricity mains. Any interference or damage caused to the technical equipment of Fürstenfelder Gastronomie und Hotel GmbH will be charged to the organiser. Unless otherwise agreed Fürstenfelder Gastronomie und Hotel GmbH are entitled to calculate and invoice the relevant electricity costs.

## 10. PROMOTION

a) A publication or advertisement (visual, audio or printed), particularly in newspapers, on billboards, flyers, etc., stating the name of Fürstenfelder Gastronomie und Hotel GmbH is only allowed if agreed in a written contract.

b) The content and design of any programmes, invitations, etc., which make reference to our establishment, must be agreed with Fürstenfelder Gastronomie und Hotel GmbH before publishing. The logo and word mark may only be used as in the Fürstenfelder Gastronomie und Hotel GmbH prospectus, and may not be altered or merged with any other characters or symbols.

## 11. GEMA

a) All music events will be registered, in advance, with GEMA by Fürstenfelder Gastronomie und Hotel GmbH. All fees must be paid by the guest/organiser.

b) The guest/organiser indemnifies Fürstenfelder Gastronomie und Hotel GmbH against any claims by GEMA, due to unauthorised use of GEMA rights, or any other third parties (e.g. due to failure of the guest/organiser to notify the relevant authorities of the event).

## 12. OBJECTS BROUGHT BY GUEST/ORGANISER

a) Fürstenfelder Gastronomie und Hotel GmbH is not liable for damage or loss of any objects for display, workshops, conferences, or other purposes, as well as personal belongings, brought into the function rooms by the guest/organiser. Fürstenfelder Gastronomie und Hotel GmbH assumes no obligation of supervision or safe-keeping of such objects. Fürstenfelder Gastronomie und Hotel GmbH is liable only for damage caused by malicious intent or gross negligence. Any objects required for an event should be brought to the function rooms no earlier than 2 days before event begin. Here, the liability of Fürstenfelder Gastronomie und Hotel GmbH with regard to loss or damage is limited to malicious intent, gross negligence or negligent breach of contractual obligations, to the sum covered by the commercial third party liability insurance. The guest/organiser is responsible for the insurance of objects brought by him to the event location. Any amendments to this agreement must be confirmed in writing by Fürstenfelder Gastronomie und Hotel GmbH. To prevent possible damage, the banquet and/or conference team should be informed, before display, assembly or installation, of any objects brought along by the guest/organiser

b) Any objects brought along by the guest/organiser for display or other purposes, including personal belongings, decoration and packaging, must be removed from the premises immediately after the event. If not done so, Fürstenfelder Gastronomie und Hotel GmbH will arrange to have the objects removed at the expense of the guest/organiser.

## 13. LIABILITY OF FÜRSTENFELDER GASTRONOMIE UND HOTEL GMBH

a) Any concerns relating to the goods provided or services supplied by Fürstenfelder Gastronomie und Hotel GmbH should be communicated immediately by the guest/organiser, to enable Fürstenfelder Gastronomie und Hotel GmbH to take immediate corrective action in order to fulfil the contract agreed. If due to the nature of the deficiency/incident or for another good reason, this is not possible or cannot be reasonably expected of the guest/organiser, the complaint must be made to Fürstenfelder Gastronomie und Hotel GmbH, at the latest, on vacating the location. The guest/organiser is obliged to minimise loss as far as possible.

b) Fürstenfelder Gastronomie und Hotel GmbH is liable, except in cases of injury to life, body or health, for damage due to willful misconduct or gross negligence on behalf of those acting in our name.

c) The above liability limitations do not apply, if Fürstenfelder Gastronomie und Hotel GmbH is liable according to the Product Liability Act or due to other extended manufacturer's liability. The above liability limitations also do not apply to a liability due to a guarantee or procurement risk on behalf of Fürstenfelder Gastronomie und Hotel GmbH, as well as by liability in the case of injury to life, body or health. The exclusion of liability does not apply, if Fürstenfelder Gastronomie und Hotel GmbH is covered by a liability insurance.

d) Any legal claims of liability against Fürstenfelder Gastronomie und Hotel GmbH as a proprietor (§§ 701 ff. BGB) remain unaffected by the aforementioned liability regulations. Money and other valuable items can be stored in the hotel safe. We advise all guests to make use of this facility.

## 14. LIABILITY OF THE GUEST/ORGANISER FOR DAMAGE AND LOSS

a) The guest/organiser is liable for all loss and damages caused to buildings or inventory by the guests attending the event, by visitors or employees of the guest/organiser, by other third parties present on request of the guest/organiser, or by the guest/organiser himself. The guest/organiser is obliged to procure insurance for such cases. Fürstenfelder Gastronomie und Hotel GmbH reserve the right to request evidence of this insurance.

b) Smoking is strictly forbidden in the Hotel Fürstenfelder. Damage caused to the rooms by noncompliance with this regulation, as well as all costs for fire services alerted by the hotel smoke alarm must be paid by the guest (Cost for fire brigade: approx. € 500,00)

A penalty of € 200.00 will be charged for the cleaning of soft furnishings.

If the room cannot be sold the next day due to the unpleasant smell of stale smoke, a room recovery fee may be charged to cover the loss of earnings.

## 15. MISCELLANEOUS

a) Wake-up calls will be carried out by Fürstenfelder Gastronomie und Hotel GmbH with greatest possible diligence. Any information given to guests is done so to the best of our knowledge and in good faith. Messages, post or deliveries will be handled with utmost care.

b) Lost property will be forwarded only if specifically requested. Otherwise, lost property will be kept in the hotel for a period of 6 months. This does not apply to messages, post or deliveries.

c) Unfortunately, we do not allow pets. Exceptions can be made with the written agreement of Fürstenfelder Gastronomie und Hotel GmbH, and the payment of an extra charge. The owner will be responsible for any damage caused. If animals are brought unannounced, we charge a compensation of € 50,00 and the daily supplement and the failure according to the daily rate, if the room can not be rented further.

## 16. FINAL CLAUSE

a) Subsidiary agreements are valid only in writing. Such agreements apply, only if agreed in writing by Fürstenfelder Gastronomie und Hotel GmbH.

b) Place of jurisdiction is the location of Fürstenfelder Gastronomie und Hotel GmbH.

c) The laws of the Federal Republic of Germany apply.

d) If any part of these terms and conditions is found to be void, illegal or invalid, the remaining regulations shall remain unaffected. In place of an invalid regulation, a regulation which most likely meets the contract purpose applies.

## ANNEX TO THE GENERAL TERMS AND CONDITIONS

### ADVANCE DEPOSITS:

#### Conferences/Incentives:

In case of events with more than 100 persons, an advance deposit of 50% of the estimated costs is payable 14 days prior to the event.

#### Weddings:

Upon confirmation of a reservation, the agreed charge for room hire is payable as an advance deposit.

## 17. CANCELLATION POLICY

If a replacement contract cannot be concluded, the following cancellation fees will apply:

### HOTEL:

Up to 3 nights  
2 days before arrival free of charge,  
afterwards 90% of the room rate

Up to 10 nights  
7 days before arrival free of charge  
afterwards 90% of the room rate

Up to 20 nights  
The entire reservation can be cancelled free of charge up to 4 weeks before arrival

Up to 2 weeks before arrival: 50% of the agreed services will be charged

From 2 weeks before arrival: 90% of the agreed services will be charged.

Up to 50 nights  
The entire reservation can be cancelled free of charge up to 3 months before arrival

Up to 1 month before arrival:  
50% of the agreed services will be charged

From 1 month before arrival: 90% of the agreed services will be charged.

From 51 nights  
The complete reservation can be cancelled free of charge up to 4 months before arrival date

Up to 3 months prior to arrival: 50% of the agreed services will be charged

Up to 1 month before arrival: 70% of the agreed services will be charged

From 1 month before arrival: 90% of the agreed services will be charged.

No Shows will be charged with 100%.

Please find the cancellation policy during fairs and the Oktoberfest in your individual confirmation.

The agreed costs are the costs as stated in the order confirmation received from Fürstenfelder Gastronomie und Hotel GmbH.

### CATERING - Conferences and Incentives:

a) more than 45 days before event begin:  
no costs

b) between 44 and 30 days before event begin: the room rental charge

c) between 29 and 15 days before event begin: the room rental charge plus 30% of the cancelled catering contract

d) between 14 and 8 days before event begin: the room rental charge plus 60% of the cancelled catering contract

e) between 7 and 1 days before event begin: the room rental charge plus 80% of the cancelled catering contract

f) No Shows  
the room rental charge plus 100% of the cancelled catering contract

The time periods listed above are also extended by 30 days for large events.

If the catering sales amount has not been agreed, a conference all-inclusive price, or the minimum menu price, per person applies. The room rental charge/service apply as stated in the order confirmation received from Fürstenfelder Gastronomie und Hotel GmbH.

### CATERING - Weddings and family parties:

a) up to 12 months before arrival:  
75% of room hire charge

b) up to 8 months before arrival:  
100% of room hire charge

c) between 29 and 15 days before event begin: the room rental charge plus 30% of the cancelled catering contract

d) between 14 and 8 days before event begin: the room rental charge plus 60% of the cancelled catering contract

e) between 7 and 1 days before event begin: the room rental charge plus 80% of the cancelled catering contract.

f) No Shows  
the room rental charge plus 100% of the cancelled catering contract

The time periods listed above are also extended by 30 days for large events.