



## **GENERAL TERMS OF BUSINESS – GUT ISING K. MAGALOW KG, KIRCHBERG 3, 83339 CHIEMING-ISING**

01. A guest accommodation contract / hire contract is made when a hotel room / function room is ordered, confirmed or made available. The contract for a hotel room includes accommodation and breakfast. The contract for function rooms includes only the use of the function rooms. In each case, the agreed charge is the applicable daily rate.
02. The subletting of function rooms, exhibition or advertising space requires the written permission of Gut Ising, K. Magalow KG (hereafter known as the Hotel).
03. Signing a guest contract / hire contract commits the contracting parties to fulfilment of the contract for the entire duration of the contract. Room reservations are held until 18.00 hrs, after which they may be resold. Guaranteed bookings are excepted.
04. Booking options are binding for both contractual parties. After an option has expired, the Hotel reserves the right to allocate the reserved hotel rooms / function rooms elsewhere.
05. If the deposits requested by the Hotel are not paid by the date due, the Hotel is immediately discharged of any contractual agreements.
06. The reserved hotel room is available to the guest from 15.00 hrs on the day of arrival up to 12.00 hrs on the day of departure. A late check-out after 12.00 hrs must be agreed with reception the previous evening. The current daily room rate can be charged for check-out after 12.00 noon.
07. Function rooms booked are available to the contracting party at the agreed times only. Use beyond these times requires prior agreement with the Hotel.
08. The contracting party has no claim to specific hotel rooms / function rooms. If the agreed hotel rooms or function rooms should, for any reason whatsoever, not be available due to exceptional circumstances, the Hotel will endeavour to provide an equivalent alternative.
09. Hotel staff are available to the organiser until 01.00 hrs. For services and catering beyond that time, the organiser will be charged the appropriate hourly rates per employee for every hour or part thereof.
10. In the case of changes to room layouts/equipment made at short notice, we will charge the appropriate hourly rate per employee for every hour or part thereof.
11. In the event of changes and cancellations to bookings for function rooms / hotel rooms / packages, the following charges apply:
  - a) up to 50 days before arrival - no charge
  - 49-30 days before arrival - 50 % of the agreed services
  - 29-14 days before arrival - 60 % of the agreed services
  - 13-0 days before arrival - 80 % of the agreed services
  - b) For events with 30 or more room nights, the deadlines stated above in 11 a) are increased by 30 days respectively.
  - c) When the contractually agreed services are reduced, the Hotel can withdraw special rates, require a new agreement or withdraw from the contract without compensation, since the guaranteed turnover is not reached.
  - d) if and insofar as the right to free cancellation has been agreed in writing in favour of the customer, the Hotel is entitled to withdraw from the contract within the agreed period of time for withdrawal if the Hotel receives enquiries from third parties for the rooms booked by the customer and the customer, when made aware of this by the Hotel, refuses to waive the right of cancellation granted to him.



12. The guest reserves the right to prove that, as result of not taking up the service, the Hotel has suffered no damage or less damage than the agreed lump sum.
13. Where the person ordering a service is not the same as the organiser, this party shall be jointly and severally liable.
14. Should the Hotel have a valid reason to believe that the event threatens the smooth-running of normal operations, the safety or reputation of the Hotel or its guests, as well as in the event of force majeure, it is permitted to cancel the event; the assertion of any claims for damages against the Hotel is excluded.
15. Newspaper advertisements that include details of the Hotel for invitations to sales events or interviews or make use of the name Hotel Gut Ising in the contracting party's marketing activities require the advance written agreement of the Hotel in every case. If publication is made without prior agreement of the Hotel and this damages the essential interests of the Hotel, the Hotel has the right to cancel the event; in this case payment will be required in accordance with Points 11 a) to b).
16. For group meals (set menus and buffets) the organiser must notify the Hotel of the final number of participants three working days before the start of the event. This number is the guaranteed minimum and will be invoiced to the organiser in any case. Should events where meals are served be cancelled by the organiser within 3 working days of the start of the event, 75% of the ordered set menu/buffet price for all confirmed guest numbers is payable.
17. The bringing of food and drink is not permitted. Exceptions are only possible by prior agreement with the Hotel and subject to a service charge/corkage.
18. The setting up of presentational material or other equipment is not permitted without the agreement of the Hotel. All decorations must meet appropriate fire safety regulations and must not cause any damage.
19. A customer booking function rooms for events is obliged to remove all packaging and/or information material that has been brought along at his own expense. Should the customer fail to meet this obligation, he is obliged to reimburse the hotel for the cost of disposal in accordance with the respective tariff applicable.
20. The contracting party is fully liable to the Hotel for damages caused to the building and its fixtures and fittings by himself, his agents or his guests, unless the contracting party can prove that a lower level of loss was incurred.
21. Insofar as the Hotel procures technical, decorative or other types of external services from third-parties, this is done in the name of and on account of the organiser. The contracting party is responsible for treating these items with due care and returning them properly and exempts the Hotel from any third-party claims.
22. Guests paying individually are required to pay the net amount in cash straightaway. All guest accounts are payable weekly. Invoices sent based on prior credit agreements are payable within 10 working days of receipt of the invoice. The Hotel charges dunning and collection fees in respect of late payment. Interest on arrears is charged at 5% above the European Central Bank base rate.
23. The Hotel accepts the following credit cards: Eurocard/Mastercard, American Express, Visa and EC-Cash (Cash-Card). But only for amounts that involve neither commission claims nor special prices. The Hotel is entitled to refuse foreign currency, cheques and credit cards in individual cases. A handling commission of 5% is charged for expenses and third-party services paid for by credit card.



24. If the period between entering the contract and fulfilment of the services exceeds 180 days, the Hotel reserves the right to make price adjustments within a normal range without prior notification.
25. All prices are in euros, inclusive of service charge and VAT. Any increase in VAT or the introduction of an alcohol tax will be passed on to the client, regardless of the date when the contract was made.
26. Any services not taken up as part of package arrangements will not be refunded.
27. Any malfunctions to technical and other equipment made available will be rectified at once if possible. However, withholding or reducing payments is not permitted. Offsetting with a counter-claim is excluded unless such counter claims are found to be indisputable and legally valid.
28. Valuables, money and valuable documents (cheques, cheque cards etc.) are to be kept in the room safe. If they are not kept there the Hotel accepts no liability whatsoever.
29. The Hotel makes wake-up calls with the greatest possible care; claims for damages in respect of failure are however excluded. Items of lost property are forwarded only on request and sent carriage forward. The Hotel undertakes to store items for 6 months. Any messages, post and consignments of goods intended for guests are handled by the Hotel with due care. The Hotel is willing to undertake storage; delivery and, on request, send such items carriage forward. Liability for loss, delay or damage is however excluded.
30. Additional agreements must be made in writing. The ineffectiveness of individual terms of the contract or conditions does not affect the validity of other terms. In place of the invalid terms, a valid term that comes as close as possible to it shall apply.
31. Place of fulfilment and sole court of jurisdiction is Traunstein, in relation to a customer that is registered trader, a legal entity under public law or public funds, or where the customer has no general place of jurisdiction in the Federal Republic of Germany.