

General Terms and Conditions for Events and Conferences of TGO Hotel Landshut GmbH

1. Scope of Application

1.1 These terms and conditions apply to all contracts for the temporary provision of conference, meeting, banquet, and event spaces of TGO Hotel Landshut GmbH, as well as to all related services and deliveries in connection with events such as conferences, seminars, presentations, exhibitions, or comparable events.

1.2 The transfer or subletting of the provided rooms, areas, or exhibition spaces, as well as the holding of sales, recruitment, or similar events, is permitted only with the hotel's prior consent in text form. Section 540 (1) sentence 2 of the German Civil Code (BGB) shall not apply if the customer is not a consumer.

1.3 Deviating terms and conditions of the customer shall apply only if they have been expressly acknowledged in writing in advance.

1.4 These General Terms and Conditions become an integral part of the contract upon reservation or upon transmission of the reservation confirmation.

2. Conclusion of Contract, Contractual Parties, Liability, Limitation Period

2.1 The contractual parties are the hotel and the customer. The contract is concluded once the hotel accepts the customer's booking. Confirmation in text form may be issued but is not mandatory.

2.2 The hotel shall be fully liable for damages resulting from injury to life, body, or health insofar as these are attributable to the hotel. For other damages, the hotel shall be liable only in cases of intent or gross negligence on the part of the hotel. The conduct of legal representatives or vicarious agents shall be attributed to the hotel. Further claims are excluded unless expressly provided for.

The customer is obliged to notify the hotel immediately of any obvious defects and to take all reasonable measures to prevent or minimize damage. The hotel must be informed in due time of any exceptionally high risk of damage.

2.3 Claims against the hotel shall generally become time-barred within one year from the commencement of the statutory limitation period. Excluded from this are claims for damages and claims arising from intentional or grossly negligent breaches of duty.

3. Services, Prices, and Payment Terms

3.1 The hotel shall provide the agreed services in accordance with the arrangements made.

3.2 The customer undertakes to pay the agreed remuneration for all services provided by the hotel as well as for services rendered by third parties at the customer's request or advanced by the hotel. This includes, in particular, fees charged by collecting societies.

3.3 All prices include the taxes and duties applicable at the time of conclusion of the contract. If tax or public charges change after conclusion of the contract, prices shall be adjusted accordingly. For consumers, this applies only if more than four months elapse between conclusion of the contract and performance.

3.4 Invoices without a specified due date shall be payable within ten days of receipt without deduction. In the event of default, statutory provisions shall apply; the right to claim higher damages remains reserved.

3.5 Upon conclusion of the contract, the hotel may require an appropriate advance payment or security, for example in the form of a credit card guarantee. The amount and due date may be agreed in text form.

3.6 For justified reasons, such as payment default or an extension of the scope of services, the

hotel is entitled to demand additional or increased security even after conclusion of the contract until full payment has been made.

3.7 Set-off or offsetting by the customer is permitted only with undisputed or legally established claims.

4. Withdrawal by the Customer

4.1 Withdrawal from the contract is possible only if a corresponding right of withdrawal has been agreed, a statutory right of withdrawal exists, or the hotel expressly consents to termination of the contract. Withdrawal agreements should be made in text form.

4.2 If a free right of withdrawal up to a specified date has been agreed, the customer may withdraw without charge until that date. After expiry of this period, the right of withdrawal lapses.

4.3 If no right of withdrawal exists or it is not exercised in due time, the hotel's claim for remuneration shall remain valid even if the services are not utilized. Alternative income and saved expenses shall be offset. Lump-sum compensation in accordance with the following provisions is permitted; both parties retain the right to prove different amounts.

4.4 If withdrawal occurs between the eighth and fourth week prior to the start of the event, the hotel may charge, in addition to the room rental, 35% of the lost food revenue; in the event of later withdrawal, 80%.

4.5 Food revenue is calculated based on the agreed menu price multiplied by the number of participants. If no menu price has been agreed, the lowest-priced menu from the current catering offer shall apply.

4.6 In the case of agreed conference packages, the hotel is entitled to charge 60% of the package price per agreed participant in the event of withdrawal between the eighth and fourth week, and 90% thereafter.

5. Withdrawal by the Hotel

5.1 If the customer has a free right of withdrawal, the hotel may also withdraw within this period if another inquiry exists and the customer does not waive the right of withdrawal within a reasonable period.

5.2 If the customer fails to provide an agreed or requested advance payment or security even after a grace period has been set, the hotel is entitled to withdraw from the contract.

5.3 In addition, the hotel may terminate the contract without notice for good cause, in particular in cases of force majeure, misleading information, endangerment of hotel operations or reputation, unlawful event purposes, or breaches of these terms and conditions.

5.4 A justified withdrawal by the hotel does not give rise to any claims for damages by the customer.

6. Changes in Number of Participants and Event Times

6.1 Increases in the number of participants exceeding 5% must be notified at least five working days prior to the start of the event and require the hotel's consent. Billing shall be based on the actual number of participants, but at least 95% of the agreed higher number.

6.2 Reductions exceeding 5% must also be notified at least five working days in advance. Billing shall be based on the actual number of participants, but at least 95% of the agreed number.

6.3 In the event of a reduction exceeding 10%, the hotel is entitled to adjust the room allocation, provided this is reasonable for the customer.

6.4 In the case of approved deviations from agreed start or end times, the hotel may charge

additional services at reasonable rates, insofar as the hotel is not responsible for such deviations.

7. Bringing Food and Beverages

7.1 Bringing one's own food and beverages is generally prohibited. Exceptions require prior agreement; in such cases, a service charge may be applied.

8. Technical Equipment

8.1 Technical or other equipment procured by the hotel at the customer's request shall be arranged in the customer's name and at the customer's expense. The customer is liable for proper use and return and shall indemnify the hotel against third-party claims.

8.2 The connection of the customer's own technical equipment to the hotel's power supply requires the hotel's consent. Damage or disruptions shall be borne by the customer unless the hotel is responsible.

8.3 The use of the customer's own communication systems may be permitted for a fee.

8.4 If existing hotel equipment is not used as a result, the hotel may charge a compensation fee.

8.5 Technical faults will be remedied where possible; rights of reduction or retention do not apply unless the hotel is responsible.

9. Items Brought In

9.1 All items brought into the hotel are at the customer's risk. The hotel shall be liable only in cases of intent or gross negligence on the part of the hotel.

9.2 Decorative materials must comply with applicable fire safety regulations. Proof may be required; otherwise, the hotel may remove such materials at the customer's expense.

9.3 Items must be removed immediately after the event. If this does not occur, the hotel may charge for removal, storage, and compensation for use.

10. Liability of the Customer

10.1 If the customer is an entrepreneur, they shall be liable for all damage caused by themselves, event participants, employees, or other persons attributable to them.

10.2 The hotel may require an appropriate security deposit as collateral.

11. Final Provisions

11.1 Amendments or supplements to the contract, the acceptance of the application, or these General Terms and Conditions must be made in writing. Unilateral changes by the customer are invalid.

11.2 Place of performance and payment is the registered office of the hotel.

11.3 The place of jurisdiction for commercial transactions is the registered office of the hotel. If a contractual party has no general place of jurisdiction in Germany, the registered office of the operating company shall also apply.

11.4 German law shall apply; the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules shall not apply.

11.5 Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected; statutory provisions shall apply in addition.