



## **I. GENERAL TERMS AND CONDITIONS**

### **1. Scope**

The contractual partner is JUMA Grundwert GmbH & Co. KG, hereinafter also referred to as 4K Hotel. The following General Terms and Conditions (GTC) apply to all contracts concluded with 4K Hotel Wangen, Bahnhofstr. 14, 88239 Wangen im Allgäu (hereinafter "the Hotel"). They may be amended or replaced by other provisions in individual cases.

Consumers in the context of business relations are natural persons who enter into legal transactions for purposes that are outside their trade, business or profession.

Entrepreneurs within the meaning of these General Terms and Conditions are natural or legal persons or partnerships with legal personality who or which, when entering into legal transactions, act in exercise of their trade, business or profession.

Customers within the meaning of these General Terms and Conditions can be either consumers or entrepreneurs.

Deviating, conflicting or supplementary terms and conditions put forward by the Customer, even if known, shall not become integral parts of the contract unless their application is expressly agreed in writing.

### **2. Conclusion of guest accommodation contract**

The guest accommodation contract (lodging contract) can be concluded in writing, verbally, by telephone, or by implication. The guest accommodation contract also applies to all participants listed in the booking; the party who made the booking shall be liable for the participants' fulfillment of legal obligations as well as for his/her own. The conclusion of the guest accommodation contract places both contractual partners under an obligation to fulfill the contract, notwithstanding the period of time for which it is valid. If overnight accommodation is required, the guest accommodation contract is deemed to have been concluded when the room has been booked and the booking confirmed, or – if the booking could not be confirmed due to time constraints – when the room has been prepared.

If the content of the room confirmation varies from the content of the booking, the Hotel shall make a new offer and bind itself thereto for a period of two (2) days. If the guest declares his/her acceptance within this binding period, the contract shall be formed on the basis of this new offer.

### **3. Bookings**

If an option to reserve rooms or other services (e.g. catering) has been granted, the option dates shall be binding on both contractual parties. Once the agreed option period has expired, the Hotel shall be free to make alternative use of the rooms and services without conferring with the other party. Rooms booked and confirmed by the Hotel can be occupied from 3 p.m. on the day of arrival and must be vacated by 11 a.m. on the day of departure. If the guest does not check in before 6 p.m. on the day of arrival, the Hotel may reallocate the room booked except in cases where a later arrival time has been expressly agreed in writing.

### **4. Price changes**

If the time between the conclusion of the contract and the performance of the individual service exceeds four (4) months, and if the Hotel increases the price generally charged for such services, the Hotel may raise the contractually agreed price by a reasonable amount which, however, may not exceed 10 %.

### **5. Payment terms**

Insofar as no express agreement has been reached to the contrary, invoices shall become payable without deductions immediately upon receipt.

The Hotel may exercise discretion in each individual case when deciding to accept and/or selecting credit cards, even if there is a notice at the Hotel indicating that credit cards are generally accepted.

Default on payment of just one invoice shall entitle the Hotel to suspend all further and future services for the defaulting party. This is contingent on the Hotel issuing a notice of default in the form of a reminder, which must include a deadline for payment and a reference to the consequences of non-payment.

If the invoice amount exceeds one thousand Euros (€ 1,000.00), or if the guest stays at the Hotel for more than six (6) days, the Hotel may issue individual interim invoices and request that the guest pays these accordingly.

### **6. Advance payments**

The Hotel is entitled to request advance payment amounting to the cost of an overnight stay from any guest who has not made a reservation; this amount shall become payable on concluding the guest accommodation contract.

The Hotel may, without giving a reason, make any booking acceptance, reservation, and/or the performance/continuation of any service contingent on a full or partial advance payment of the expected billing amount. Such remittances may take the form of down-payments, instalments, or full advance payments.

If the advance payment is not credited to the Hotel's account before the deadline specified by the Hotel, the Hotel may claim compensation for non-performance or repudiate the contract without giving further notice.

### **7. Cancellations. Cancellation fees**

In the event of a cancellation, the contractually agreed services (specified in the booking confirmation) shall be billed accordingly. The cancellation deadlines set out in the booking confirmation shall apply.

When booking an event room with no fixed catering service, the price of the service booked shall be calculated on the basis of the number of participants multiplied by the cheapest price on the current menu.

Cancellation fees shall also be charged if the guest refrains from using the services booked and reserved but does not expressly cancel them.

### **8. Liability**

Claims associated with breaches of the guest accommodation contract shall become time-barred if they are not exercised within one (1) month of the expiry of said contract. This limitation period shall be suspended if the guest can prove that they have been prevented from complying with it due to force majeure or due to circumstances that are no fault of their own.

### **9. Obligation to cooperate**

In the event of a default on performance, the guest shall do everything that can reasonably be expected of them to help remedy the default and minimise any damage that may occur.

The guest shall, in particular, undertake to communicate his/her complaints to the Hotel without undue delay. The Hotel shall take remedial action in such cases insofar as this is possible. No price reduction shall be granted if the guest culpably neglects to notify the Hotel of any defects.

### **10. Terms and conditions governing motor vehicle parking**

Guests use the parking spaces and underground car park at their own risk and subject to acceptance of the following parking conditions. The Hotel does not accept items for safekeeping. The Hotel disclaims all liability for damage caused by third parties. The Hotel is only liable for damage that was demonstrably caused by intent or gross negligence on the part of Hotel staff. Claims arising from such damage must be asserted before leaving the parking space or underground car park.

The rules and regulations set out in the German Traffic Code shall apply mutatis mutandis.

### **11. Other provisions**

a) Food and beverages brought in by guests may not be consumed in the Hotel's public areas.

b) Guests are only entitled to retain or offset payments against counterclaims that are undisputed or have been legally established.

c) Guests are obligated to notify the Hotel without delay, i.e. no later than the time of their departure, if any of the belongings they brought to the Hotel have been lost.

d) Guests shall be liable for all damage they cause during their stay at the Hotel. For example, our hotel is a strictly non-smoking establishment, and if we discover that a guest has been smoking in their room, we shall bill them € 180.00 for final cleaning.

e) The headings in these General Terms and Conditions are for convenience only and have no substantive significance, particularly not for the regulations that follow them.

f) The law of the Federal Republic of Germany applies to these Terms and Conditions and to all legal relations between the Hotel and the guest.

g) The legal venue is the district or regional court responsible for the Hotel's respective location.

h) The "Special Terms and Conditions" set out below are intended to supplement the "General Terms and Conditions" set out in the previous section.



## **II. SPECIAL TERMS AND CONDITIONS FOR SEMINARS, CONFERENCES AND BANQUETS**

### **1. Terms and conditions**

The following Terms and Conditions apply to contracts governing the rental of the Hotel's conference, banquet and event rooms for holding events such as banquets, seminars, conferences etc. as well as all other associated services offered by the Hotel. The Hotel's consent must be obtained before subletting and re-letting the rooms, areas or showcases provided and/or issuing invitations to interviews, sales events and similar events.

### **2. Event organisers**

The event organiser is understood to be the person acting as the principal vis-à-vis the Hotel. If this person is not the actual organiser, the organiser and their authorised agent shall be jointly and severally liable as co-debtors.

### **3. Banquets, seminars**

Banquet events are understood in particular to encompass larger events such as weddings, gala dinners, dances, cold buffets etc. Seminars and conferences are normally understood to encompass discussion forums, training events, presentations etc.

### **4. Bookings**

Bookings shall only become effective once the Hotel has confirmed them in writing. The Hotel has the right to request a reasonable advance payment. This must be paid no later than six (6) weeks before the event begins. If the advance payment is not made after the expiry of a reasonable period of grace set by the Hotel, the Hotel shall be entitled to withdraw from the contract.

### **5. Price guarantee**

The prices specified in the confirmation shall remain valid for a period of four (4) months from the time the booking takes effect. If the Hotel increases the prices generally charged for such services after the period specified above, the Hotel may raise the contractually agreed price by a reasonable amount which, however, may not exceed 10 %.

### **6. Participant numbers and cover guarantee**

The number of participants specified by the event organiser when making the booking is binding on both parties. In cases where the event organiser is only able to indicate the approximate number of participants, the Hotel may accept upward or downward deviations of up to 10 %. However, information regarding the exact number of participants must be provided no later than five (5) working days before the event. If the number of additional participants exceeds the 10 % limit, the Hotel cannot guarantee that the services requested will be properly rendered. In cases like these, the organiser will be billed for the actual number of participants. If the actual number of participants is lower than the number agreed, the organiser will be billed for the number of participants specified when the booking was made; otherwise, the cancellation provisions set out in section I no. 7 of the General Terms and Conditions shall apply mutatis mutandis.

### **7. Withdrawal from event contracts**

- a) The Hotel has the right to withdraw from the contract if, for instance,
  - force majeure or other circumstances render the performance of the contract impossible, false or misleading information (e.g. about the event organiser or purpose) is provided when the event is booked,
  - the Hotel has reasonable grounds to believe that the event would jeopardise its smooth running, security, or public reputation,
  - the organiser invites guests to interviews, sales events and similar events without obtaining prior written consent from the Hotel.

In the event of a cancellation, the event organiser is not entitled to claim damages from the Hotel unless it can be proven that Hotel staff acted with intent or gross negligence. The Hotel may proceed in accordance with the cancellation provisions set out in section I no. 7 of the General Terms and Conditions and request the payment of cancellation fees.

- b) In the case of political or ideological/religious events, or if the event organiser is a political or ideological/religious organisation, the contract will only become valid if the hotel management's written consent is obtained beforehand. If the event organiser fails to inform the Hotel that the event and/or organisation are of this type, the Hotel may withdraw from the contract at any time and charge cancellation fees as set out in section I no. 7 of the General Terms and Conditions.

- c) Otherwise, the provisions set out in section I no. 7 of the General Terms and Conditions shall apply mutatis mutandis.

### **8. Loss or damage of items brought to the Hotel**

The Hotel accepts no liability for the loss, damage or destruction of objects or valuables brought to the event rooms or the Hotel by the event organiser and their employees and/or agents. The Hotel may be held liable in exceptional cases if it can be proven that hotel staff acted with intent or gross negligence. The event organiser is obligated to notify the Hotel without delay, i.e. no later than at the time of their departure, if any of the objects they brought to the Hotel have been lost. Decorative material or other objects may not be installed without the Hotel's express consent. Any decorative material brought to the Hotel must meet fire safety regulations. The Hotel has the right to request official confirmation of this. Any items brought in must be removed immediately after the event. If the event organiser defaults on this obligation, the Hotel will be entitled to have the items removed and stored at the event organiser's expense. If the objects are left in the events room, the Hotel may charge room rent for as long as these objects remain there. The event organiser has the right to prove that the damages incurred were lower, the Hotel has the right to prove that the damages incurred were higher.

### **9. Event organiser's liability**

Event organisers are liable for all damage to buildings or inventory caused by event participants

or visitors, employees, other third parties, or the event organisers themselves; no proof of fault is required.

The Hotel may ask the event organiser to provide appropriate security (e.g. insurance, security deposits, warranties).

### **10. Event fees**

If events held at the Hotel involve third-party rights (copyright etc.), the event organiser shall undertake to obtain appropriate authorisations at their own expense before the event takes place and to effect direct payment of any fees due (GEMA fees etc.). Should fees or compensation for damages be claimed from the Hotel notwithstanding the above, the event organiser shall indemnify the Hotel for all such claims.

### **11. Changes to event times, additional services**

a) Reserved function rooms shall only be available for use by the guest or event organiser during the time agreed in writing. If the agreed start and finish times have to be put back, the Hotel has the right to bill additional service costs except in cases where the Hotel is demonstrably guilty of intent or gross negligence.

b) Expenses incurred in addition to the agreed contractual services, e.g. telephone costs, bar tabs, additional food and beverage orders etc., shall be paid by each event attendee individually. The event organiser shall be jointly and severally liable for any failure to comply.

### **12. Technical equipment and connections**

If the Hotel procures technical or other equipment for the event organiser at the latter's behest, it shall do so in the name, on the authority and for the account of the event organiser. The event organiser shall be liable for the careful use and proper return of the equipment. The Hotel shall be indemnified for all third-party claims arising in connection with the provision of this equipment. The event organiser must obtain the Hotel's written consent before plugging its own electrical equipment into the Hotel's electricity supply. If the Hotel's technical systems malfunction or are damaged when the event organiser's equipment is in use, these damages shall be charged to the event organiser unless the Hotel is demonstrably guilty of intent or gross negligence. The event organisers may use their own telephone and data transfer equipment with the Hotel's consent. The Hotel may charge a connection fee for this service.

If suitable hotel facilities remain unused because the organiser is using their own equipment, the Hotel may charge compensation. Faults in the technical or other equipment provided by the Hotel will be rectified immediately where possible. Payments cannot be reduced or withheld if the Hotel is not responsible for these faults.

### **13. Other provisions**

In all other instances, the General Terms and Conditions set out in section I shall apply.

## **III. SPECIAL TERMS AND CONDITIONS FOR GROUPS 1.**

### **1. Prices**

Prices for groups are only valid if a separate written agreement has been concluded. Otherwise, the Hotel's valid group price lists shall apply.

### **2. Bookings**

Section II no. 4 of the Special Terms and Conditions shall apply mutatis mutandis.

### **3. Additional services**

Expenses incurred in addition to the agreed contractual services, e.g. telephone costs, bar tabs, additional food and beverage orders etc., shall be paid by each group member individually before departure. The group event organiser shall be jointly and severally liable for any failure to comply.

### **4. Final provisions**

In all other cases, the General Terms and Conditions set out in section I shall apply mutatis mutandis, also with regard to cancellations, cancellation fees and advance payments.