

## **GENERAL TERMS AND CONDITIONS**

### **I. SCOPE OF APPLICABILITY**

1. These Terms and Conditions govern contracts for the rental use of hotel rooms, meeting rooms and function rooms of the hotel as well as all connected deliverable and performance.
2. The customer's general terms and conditions shall apply only if these are previously expressly agreed in text form.

### **II. Conclusion of the contract and content of the contract**

1. Quotes and offers of the hotel are without obligation. The contract shall come into force upon the hotel's acceptance of the customer's application. The hotel may confirm the room reservation in text form.
2. Subletting of the hotel rooms and meeting rooms for job interviews, sales talks and similar events is basically not allowed and need to be previously permitted by the hotel in text form.
3. The customer does not acquire the right to be provided specific rooms. Unless otherwise agreed, reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date (check-in-time). The customer does not have the right to earlier availability. Rooms must be vacated and made available the hotel no later than 11:00 a.m. on the agreed departure date (check-out-time). After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50 % of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. and 100% after 6:00 p.m. Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that the hotel incurred no or much lesser claim to use damages.

### **III. Prices, Payment, Services**

1. The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and/or events made and for other services used. This shall also apply to

the hotel's services and outlays to third parties caused by the customer. The hotel reserves the right to charge standard night shift supplements for each entire hour or part of any hour for any services later than 12 p.m. (midnight).

2. Unless otherwise agreed, the agreed prices shall include the respective statutory Value Added Tax. If the time between conclusion of the contract and execution of the contract exceeds four months and if the hotel's common rate for such services or VAT rises, the hotel can raise the agreed price suitably, maximum at 10% per year.
3. Billing is made in Euro. For payment with foreign currencies, difference in exchange rate and bank charges are paid by the obligor. Down-payments in foreign currency will be taken into account to the total invoice at validation.
4. Hotel invoices are payable and due within ten days of receipt of the invoice without deduction. With default of payment, the hotel shall be entitled to charge interest of 10% p.a. of the amount. The customer preserves the right to prove lesser damage the hotel preserves the right to prove greater damage.
5. The hotel is entitled to require a reasonable advance payment anytime.
6. Lien law is created, regarding all claims, to all objects of any kind put down by the constituent, in connection with the preceding order.
7. Claims to invoicing have to be communicated immediately to the hotel.
8. The form of billing (recipient) has to be communicated to the hotel with the order or at the latest with the end of the services of the hotel.
9. As far as the hotel purchases, on behalf of the beneficiary of the contract, technical or any other institutions or services of third parties, it acts in name and power of attorney and for the invoice of the customer. The customer is liable to careful treatment and to return in proper form. The customer releases the hotel of any claims of third parties deriving from the cession of these facilities.

#### **IV. Cancellation by the customer**

1. Cancellations must be made in text form.
2. Cancellation can be made without cancellation fee until 6 p.m. at the day before arrival. For later cancellation the hotel reserves the right to charge 80% of the agreed

3. price if there is no new reservation of the rooms. This rule does not apply at trade fairs, the Oktoberfest and major events in Munich. In this case, rooms cannot be cancelled without cancellation fee. 90% of the agreed price will be charged if the room cannot be rented otherwise.
4. Group reservations (from 4 rooms) cannot be cancelled without cancellation fee. A cancellation fee of 90% of the agreed price will be charged if the cancelled room / cancelled rooms cannot be rented otherwise. Special cancellation terms can be agreed on separately.
5. In event of a Now-Show or early departure the customer must pay 100% of the agreed price for the first night. For all further nights the rules of paragraph IV 2. do apply (see above).

#### **V. Cancellation by the hotel**

1. Insofar as it was agreed that the customer can cancel the contract at no cost within a certain time period, the hotel is entitled for its part to cancel the contract during this time period if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by the hotel, does not waive his right of cancellation.
2. If an agreed advance payment is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to cancel the contract.
3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause. e.g. if
  - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
  - rooms and spaces are reserved with culpably misleading or false information regarding material contractual facts, such as the identity of the customer or the purpose of his stay;
  - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
4. The customer can derive no damage compensation rights from justified cancellation by the hotel.

## VI. Liability of the hotel

1. Claims of the customer for reimbursement of damages, regardless which cause in law, are precluded except if the hotel can be accused of causing damage intentionally, or if the hotel is responsible for its own gross negligence or of gross negligence of a legal representative, executive staff or vicarious agent or if damage is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. This kind of liability in any case of ordinary negligence is limited to damages typical for the contract and predictable. Liability to damages that result from death, injury to body or health remain unaffected.
2. If the customer is an accommodation guest, the hotel is liable to the customer for property brought into the hotel according to paragraph 701ff BGB. Accordingly, the liability is limited to one hundred times the room rate but a maximum amount of € 3.500.00 and € 800 for money and articles of great value respectively.
3. According to paragraph VI.1. the hotel is liable to damages to the motor vehicle of the customer that has been parked at the hotel's parking space caused by the hotel, its employees or agents. The customer is obliged to notify such damage immediately. Respectively, apparent damage must be notified before the customer leaves the hotel. The hotel is not liable to damage caused solely by other customers / tenants or any third party. The hotel is not liable to damage to objects of legal protection of third parties caused by the customer's motor vehicle. Liability to damages that result from death, injury to body or health as well as liability to intentionally cause damages and gross negligence of the hotel remain unaffected.

## VII. Liability of the customer

1. The customer is liable for damages to buildings and /or inventory caused by himself, his dependants or guests, participants in events or visitors of events, members of staff or any other third parties of his group, according to legal requirements. The customer is responsible to insure adequately against third-party risk. The hotel may ask the customer proof of relevant insurance.

## VIII. Final provisions

1. Amendments and supplements to the contract, including this text form clause, must be made in text form.
2. Place of performance and payment is the location of the hotel.

*Hotel Obermaier*



Tradition verpflichtet

seit 1863 in Familienbesitz

3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotels registered office according to corporate law shall have exclusive jurisdiction for commercial transactions. If the customer has no place of general jurisdiction inland, the place of jurisdiction is the location of the hotels registered office.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany
5. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The same applies for ineffective clauses of the contract. Moreover, statutory provisions apply.