

General Terms and Conditions of Gasthaus DER BIERMANN

Dear Guest

We do our best to make your stay at our hotel as pleasant as possible. Therefore you should know which services we perform for you, what we are responsible for and which liabilities you have towards our hotel. Please observe the following General Terms and Conditions governing the contractual relationship between you and us which you accept with your booking.

I. Scope of validity

1. These Terms and Conditions apply to all contracts on the rental of rooms as well as conference, banquet and event rooms for execution of events such as banquets, seminars, conferences, etc. as well as for all further related services of our hotel.
2. The sub- or further letting of the rented rooms, areas or showcases as well as the invitation to job interview, sales or similar events requires the previous written consent of the hotel, waiving § 540 I sentence 2 BGB [German Civil Code] unless the customer is a consumer.
3. Terms and Conditions of the customer shall only apply if this was expressly previously agreed in writing.

II. Conclusion of the contract, contractual partner, statute of limitation

1. The contract only comes into effect with acceptance of customer's application by the hotel; they are the contractual partners. It is at the discretion of the hotel to confirm the booking in writing.
2. If a third party ordered for the customer or if a commercial procurer or organiser has been involved by the customer, the third party shall be jointly and severally liable together with the customer for all obligations from the contract if the hotel has a corresponding statement of the third party.
3. All claims against the hotel become statute-barred in principle in one year after start of the regular period of limitation depending on having knowledge pursuant to § 199 I BGB. Claims for damages become statute-barred irrespective of having knowledge in five years. The reduction of the period of limitation does not apply to any damage from injury of life, body or health as well as to any other damage due to an intentional or grossly negligent violation of duties on part of the hotel.

III. Services, prices, payment, set-off

1. The hotel is obliged to provide the bedrooms or rooms, areas or showcases booked by the customer and to perform the promised services.
2. The customer is obliged to pay the agreed or usual prices of the hotel for these and all further services used. This also applies to all services and expenses of the hotel payable to third parties caused by the customer, especially claims from copyright collecting agencies.
3. The agreed prices include the respective legal VAT. If the period of time between conclusion and performance of the contract exceeds 4 months and if the price generally charged for such services by the hotel increases, the contractually agreed price may be increased reasonably.
4. The prices may furthermore be changed by the hotel if the customer desires subsequently changes of the number of booked rooms, the services of the hotel or the length of stay of the guests and the hotel agrees to such wishes.
5. Invoices of the hotel without date of maturity are payable within 10 days from the receipt of the invoice without deduction. The hotel is entitled to make accrued claims due for payment at any time and to request the immediate payment. In case of default of payment, the hotel is entitled to request the respectively valid legal default interest amounting to currently 8 % above the base lending rate. The hotel reserves the right to prove and assert claims for a higher damage.
6. The hotel is entitled to claim an appropriate advance payment or security upon conclusion of the contract or afterwards, considering the legal provisions for package tours. The amount of the advance payment and the payment deadlines may be agreed in the contract in writing.
7. The customer may only set off or reduce claims of the hotel with undisputed or legally valid claims.

IV. Withdrawal by the customer (Cancellation)

1. Notwithstanding any legal and / or individually negotiated right of withdrawal or cancellation the customer may only withdraw from or cancel the contract concluded with the hotel pursuant to the following provisions. The failure of the customer to take up the services of the hotel be it due to not checking in at all (no-show), late arrival or early departure shall be regarded as cancellation in this sense.

2. The customer is obliged to compensate the hotel for its damage caused by the cancellation. The hotel is entitled to define alumpsum compensation for its damage according to the following subsections IV.3 and IV.4. The beneath-mentioned lumpsum payments allow for expenditure saved by the hotel due to the cancellation. The hotel shall take into account any income from letting the cancelled room to other guests.

3. As for accomodation: The customer is obliged to pay a lump-sum of 90 % of the contractually agreed price for overnight accomodation with or without breakfast, 70 % of the contractually agreed price for half-board and 60 % for full-board arrangements.

4. As for organised events:

Up to nine weeks before the date of the event, cancellations will be free of charge.

In addition to the agreed rental fee for rooms, the hotel is entitled to charge 35 % of the lost food turnover in case of a withdrawal (cancellation) later than eight weeks before the date of the event, and 70 % of the food turnover in case of a withdrawal (cancellation) later than three weeks before the date of the event. The calculation of the food turnover follows the fomula: price for set meal/event x number of participants. If a price for the set meal has not yet been agreed upon, the lowest priced 3-course-meal offered for the event shall be taken as a basis for the calculation. If a rental fee for the rooms used for the event has not yet been agreed upon, the rental fee valid at the time of the event shall be considered agreed. The hotel shall take into account any income from letting the cancelled rooms to someone else as well as expenditure saved by the hotel. If a conference package price per participant has been agreed upon, the hotel is entitled to charge 60 % of the conference package price per participant x agreed number of participants in case of a withdrawal (cancellation) later than eight weeks before the date of the event, and 70 % of the conference package price per participant x agreed number of participants in case of a withdrawal (cancellation) later than three weeks before the date of the event.

5. The customer is free to prove that on the part of the hotel damage has not occurred or that it has only occurred to a substantially lower extent compared to the lump-sum.

6. If a date for a withdrawal (cancellation) exempt from charges has been agreed in writing between the hotel and the customer, the customer may withdraw from the contract until that date without causing any claims on part of the hotel for fees or damages. The customer's right to withdraw from or cancel the contract shall expire if the customer fails to exercise this right in writing visà-vis the hotel by the agreed date.

V. Withdrawal on part of the hotel

1. If a right of withdrawal without costs of the customer within a certain period of time has been agreed in writing, the hotel shall also be entitled to withdraw in this period if inquiries for the contractually booked rooms / event rooms from other customers are present and the customer does not waive his right for withdrawal upon inquiry by the hotel.

2. If an agreed advance payment or advance payment requested as above pursuant to III. number 6 has not been effected, the hotel shall also be entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract for technically justified reasons for example where

- force majeure or other circumstances beyond the hotel's control render the performance of the contract impossible;
- rooms/events have been booked under misleading or wrong statement of material facts, e.g. of the customer or the purpose;
- the hotel has justified reason to assume that the utilisation of the hotel service / event may endanger the smooth business operation, the security or the reputation of the hotel in the public without this fact being attributable to the domain or the organisation responsibility of the hotel;
- a violation of I. number 2 above is given.

4. In case of justified withdrawal on part of the hotel, no claim of the customer for damages results.

VI. Changes of the number of participants and the time of the event

1. A change of the number of participants by more than 5 % has to be notified to the hotel at the latest 5 working days prior to the start of the event, unless otherwise agreed in writing; it requires the written consent of the hotel.
2. In case of an upwards deviation, the actual number of participants is charged.
3. In case of deviations of the number of participants by more than 10 %, the hotel is entitled to fix the agreed price anew and to change confirmed rooms, unless this is not acceptable for the customer.
4. If the agreed start or end times of the event are rescheduled and if the hotel agrees to these deviations, the hotel may charge the additional readiness to perform services reasonably, unless the hotel is at fault for the rescheduling.

VII. Bringing along of foods and beverages

The customer may in principle not bring along foods and beverages to events. Exceptions require a written agreement with the hotel. In these cases, an amount for covering the overhead costs is charged.

VIII. Provision, handover and return of rooms

1. The customer does not acquire a claim for provision of certain rooms.
2. Booked rooms are available for the customer as of 2 p.m. of the agreed day of arrival. The customer has no claim for earlier provision.
3. Booked rooms are to be occupied by the guest at the latest at 6 p.m. on the agreed day of arrival. Unless expressly a later time of arrival has been agreed, the hotel is entitled to let booked rooms after 6 p.m. otherwise without the guest being entitled to derive any claims for compensation from this. The hotel is not obliged to let the room otherwise. To this extent, the hotel is entitled to a right of withdrawal.
4. On the agreed day of departure, the cleared rooms are to be placed at the hotel's disposal at the latest by noon. Afterwards, the hotel may charge 50 % of the full lodging price (daily price) for the use of the room in excess of the contract until 6 p.m.; after 6 p.m. it may charge 100 % due to the delayed clearing of the room. No contractual claims of the customer are created due to this. The customer is free to prove that no or a significantly less claim for utilisation remuneration arose for the hotel.

IX. Technical equipment and connections

1. To the extent that the hotel procures for the customer upon his initiation technical and other equipment from third parties, it is acting in the name, with power of attorney and for account of the customer. The customer is liable for the careful treatment and the proper return. The customer shall indemnify the hotel against all claims of third parties from the letting of such equipment.
2. The utilisation of the own electrical equipment of the customer using the power supply network of the hotel requires the written consent of the hotel. Any disturbances or damage to the technical equipment of the hotel caused by the utilisation of such devices are to be borne by the customer unless the hotel is at fault for them. The power costs caused by the utilisation may be registered and charged by the hotel on lump sum basis.
3. The customer is entitled with the hotel's consent to use own telephone, fax or data transmission equipment. The hotel may claim a connection fee for this.
4. If suitable equipment of the hotel remains unused due to the connection of own equipment of the customer, a compensation for loss may be charged.
5. Any failures of the technical or other equipment provided by the hotel are removed immediately if possible. Payments may not be retained or reduced unless the hotel is responsible for such failures.

X. Liability of the hotel for loss or damage of objects brought along in case of events

1. Any exhibits or other objects, also personal objects, brought along in case of events are at customer's risk in the event rooms or the hotel, respectively. The hotel does not accept any liability for loss, destruction or damage, nor does it accept damage for financial damage, except in case of gross negligence or intention on part of the hotel. Excepted is any damage from the injury of life, body or health. Furthermore all cases are exempted from this exclusion of liability where the storage represents a duty typical for the contract due to the circumstances of the individual case.

2. Any decoration material brought along has to comply with the fire regulations. The hotel is entitled to request evidence issued by the authorities for this. If no such evidence is furnished, the hotel shall be entitled to remove materials already brought in at customer's costs. Due to possible damage, the setting up and mounting of objects is to be agreed with the hotel in advance.

3. Exhibits or other objects brought along are to be removed immediately after the end of the event. If the customer fails to do so, the hotel may carry out the removal and storage at customer's expense. If any objects remain in the event room, the hotel may charge a reasonable compensation for use for the time in which the objects remain in the event room. The customer is free to prove that the aforementioned damage did not occur or did not occur in the claimed amount.

XI. Liability of the customer/event organiser for damage

1. The guest/event organiser is liable for any damage to the building or the inventory caused by himself, participants or visitors of his event, his guests or other third parties from his domain.

2. The hotel may request the provision of appropriate securities from the customer (e.g. insurances, deposits, bonds).

XII. Other liabilities of the hotel

1. The hotel is liable with the diligence of a proper businessman for its obligations from the contract. Claims of the customer for damages are excluded. Excepted from this is any damage from the injury of life, body or health if the hotel is responsible for the violation of duty, any other damage due to an intentional or grossly negligent violation of duty on part of the hotel as well as any damage due to intentional or grossly negligent violation of duties typical for the contract on part of the hotel while in the latter case the liability is limited to the foreseeable damage typical for the contract. A violation of duties by legal representatives or vicarious agents is equivalent to a violation of duties by the hotel. If failures or defects occur in the services of the hotel, the hotel shall take efforts upon gaining knowledge or immediate notification of the defects by the customer to ensure that such failure of defect is rectified. The customer is obliged to make contributions to the reasonable extent in order to remove the failure and to keep any possible damage low.

2. For objects brought along, the hotel is liable towards the customer pursuant to the legal provisions, this means up to the hundredfold of the room price, i.e. a maximum amount of € 3,500.- as well as for money, securities and precious objects up to € 800.-. Money, securities and precious objects may be stored in the hotel or room safe up to a maximum amount of € 7,500.-. The hotel recommends to make use of this possibility. The liability claims expire where the customer does not notify any loss, destruction or damage to the hotel immediately upon gaining knowledge (§ 703 BGB). The aforementioned number 1 sentences 2 to 4 apply correspondingly to any further liability of the hotel.

3. To the extent that a parking space in the hotel garage or at a hotel parking space was made available, even against remuneration, for the customer, no contract of safe custody comes into effect due to this. There is no surveillance duty on part of the hotel. If vehicles and their contents parking or manoeuvring on the hotel property are lost or damaged, the hotel shall not accept any liability, unless in case of intention or gross negligence. This applies also to vicarious agents of the hotel. A damage has to be asserted towards the hotel at the latest upon leaving the hotel property. The aforementioned number 1 sentence 2 to 4 applies correspondingly.

4. Wake-up orders are carried out by the hotel with the greatest diligence. Any messages, mails and consignment of goods for guests are treated carefully. The hotel takes over the service, storage and - upon request –against remuneration the forwarding of them. No contract of safe custody regarding messages, mails and consignment of goods comes into effect. Number 1 sentence 2 to 4 applies correspondingly.

5. Found objects are only forwarded upon your express request and at your costs. We store found objects in our hotel for a duration of 6 months.

XIII. Final provisions

1. Changes of or supplements to this contract, the acceptance of the application or these General Terms and Conditions for events have to be made in writing. Unilateral changes or supplements by the customer are not effective.

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

3. The jurisdiction of the District Court Munich I is agreed for disputes from the concluded contract and its performance.

4. German law applies. The application of the UN Sales Convention and the conflict of laws provision is excluded.

5. If individual provisions of these General Terms and Conditions for the hotel acceptance and / or events are ineffective or void, the effectiveness of the remaining provisions shall not be affected. For the rest, the statutory provisions apply.

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Gasthaus DER BIERMANN
Biermann Hotelbetrieb Messe München GmbH

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