

General Terms and Conditions
gastroevents GmbH & Co. KG
(LAGO hotel & restaurant am see)
for hotel accommodation contracts

Version June 2022

I. Scope

1. The 'LAGO hotel & restaurant am see' is henceforth referred to as 'LAGO' in the following terms and conditions. These terms and conditions are applicable for contracts regarding the renting of LAGO hotel rooms as accommodation as well as for all other services and deliveries of LAGO for customers.
2. The subleasing or subtenancy of allocated rooms, the use of allocated hotel rooms for purposes other than accommodation, public invitations or other promotional measures for interviews, sales and similar events and the use of hotel spaces outside the leased rooms for the aforementioned events, require the advance written approval of LAGO and may be dependent on the payment of an additional fee. Section 540 Para. 1 Sentence 2 of the Civil Code (BGB) shall not apply, providing the customer is not a consumer.
3. The terms and conditions of the customer shall only apply if this is expressly agreed in writing in advance.

II. Conclusion and partners of the contract, limitation

1. The contract concludes with the acceptance of the customer's proposal by LAGO. LAGO is at liberty to confirm the room booking in writing.
2. In the event a third party has ordered for the customer, the former is liable together with the latter as joint debtors vis-à-vis LAGO for all obligations originating from the hotel accommodation contract, insofar as LAGO possesses a relevant declaration from the third party.
3. The customer is obligated to inform LAGO without being prompted no later than on conclusion of the contract, insofar as the use of the hotel service may endanger the smooth operation of the hotel business, the security or the image of LAGO in the public.
4. In principle, all claims against LAGO lapse after one year starting from the beginning of the knowledge-dependent regular limitation period of Section 199 Para. 1 of the Civil Code. Claims for damages lapse after five years on a knowledge-independent basis. Reductions in the limitation period do not apply to claims based on a wilful or gross negligent breach of duty by LAGO.

III. Services, prices, payment, offset

1. The customer is obligated to pay the applicable or respectively agreed prices of LAGO for the rooms provided and the additional services accepted by the former. This also applies to LAGO's services and expenses arranged by the customer on behalf of third parties.
2. If more than four months lie between the conclusion of the contract and its performance, and the legal value-added tax changes in this period, the prices shall be adjusted accordingly.
3. If the period between the conclusion of the contract and its performance exceeds four months and the general price charged by LAGO for such services increases, LAGO may accordingly increase the contractually agreed price. For every additional year between the conclusion of the contract and its performance, beyond the initial four months. Price changes pursuant to Number 2 are not taken into consideration here.

4. The prices may also be changed by LAGO if the customer ex post facto requests - and LAGO agrees to - changes to the number of booked rooms, the service of the hotel or the length of stay of the guests.

5. Unless otherwise agreed, invoices from LAGO are payable without deduction within 10 days of receipt of the invoice. LAGO is authorised to declare accrued receivables as due for payment at any time and to request prompt payment. In the event of delayed payment, LAGO is authorised to levy the applicable legal default interest rate. LAGO retains the right to prove greater damage.

6. For every reminder upon entry into default, the customer has to reimburse reminder costs amounting to 5.00 EUR to LAGO. The customer is at liberty to prove that no, or substantially lower costs have arisen.

7. LAGO is authorised to levy a suitable advance payment or security deposit upon conclusion of the contract or afterwards, taking into consideration the legal provisions for room bookings. The amount of the advance payment and the payment dates are:

7.1 Deposit:

When booking 6 rooms or more, you shall receive an invoice for 50% of the total booking amount 4 weeks prior to arrival, the payment of which must be received by the account no later than 2 weeks prior to the day of arrival. In the event no advance payment is received by the stipulated date, the hotel has a right of renunciation for the entire booking.

In the event the reservation is made in a period that is shorter than 4 weeks prior to arrival, the deposit must be paid in full immediately upon receipt of the invoice.

7.2 Term of payment:

For the remaining sum of the booking and all accrued costs, a term of payment shall apply - unless otherwise agreed - amounting to 10 days from the invoice date, without deduction. LAGO is authorised to declare accrued receivables as due for payment at any time and to request prompt payment.

For delay of payments, LAGO is authorised to pursue the following procedure:

14 days after receipt of the invoice, the 1st reminder shall be issued

21 days after receipt of the invoice, the 2nd reminder shall be issued

28 days after receipt of the invoice, the 3rd reminder shall be issued

In the event no payment is received after 28 days, LAGO shall forward the outstanding invoice to the legal department.

8. The customer may only offset or reduce a claim of LAGO with an undisputed or legally binding claim.

IV. Withdrawal of the customer (cancellation, counter-order) / non-utilisation of the services of LAGO

1. A withdrawal of the customer from the contract concluded with LAGO requires the written agreement of LAGO. If such agreement is not present, the contractually agreed price must still then be paid, even if the customer does not utilise the contractual services. This does not apply in the event of breach of duty by LAGO for consideration of rights, legal interests and other interests of the customer if, on the grounds of them, retention to the contract is no longer to be expected or there

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exists another legal or contractual right of renunciation.

2. Insofar as a deadline for the free withdrawal from the contract has been agreed in writing between LAGO and the customer, the latter may withdraw from the contract until then, without incurring a payment or claim for damages of the former. The customer's right of renunciation expires if the customer does not exercise its right of renunciation in writing vis-à-vis LAGO by the agreed deadline, providing the customer does not have grounds for renunciation in accordance with Number 1 Sentence 3.

3. LAGO undertakes to let the rooms cancelled on the day of arrival to others, as far as this is possible. In the event the rooms are not let, the cancellation fees in Paragraph 4 shall apply.

4. LAGO is at liberty to request the contractually agreed fee and offset a flat-rate deduction for saved expenditures. In this case, the customer is obligated to pay at least 95% of the contractually agreed price for the overnight stay with or without breakfast as well as for flat-rate arrangements with external services, 70% for half-board arrangements and 60% for full-board arrangements.

The customer shall be free to provide proof that the aforementioned claim did not arise or that it did not arise to the extent claimed.

5. Cancellation

5.1 Cancellation conditions for bookings for up to 3 rooms

In the event a later arrival time has not been expressly agreed, the hotel has the right to offer the booked room to others after 6pm, without the guest thereby having any claims for compensation. In this respect, the hotel has a right of renunciation. No cancellation fees shall be incurred to the guest.

For a guaranteed booking (indication of credit card number), the guest likewise has the right to a free cancellation until 6pm, however the room shall be reserved until 12am in the absence of advance agreement. In the event the booking is cancelled after 6pm or the guest does not arrive, we shall charge 85% of the agreed room price for the duration of the contract.

5.2 Cancellation conditions for bookings for 6 or more rooms:

up to 4 weeks prior to arrival - free of charge
from 4 weeks prior to arrival - 50% cancellation fee
from 3 days prior to arrival - 80% cancellation fee
from the day of arrival - 90%, including breakfast

V. Withdrawal by LAGO, unapproved events

1. In the event a free right of renunciation of the customer has been agreed in writing within a certain period, LAGO is authorised on its part, in this period, to withdraw from the contract if there are requests from other customers for the contractually booked rooms and the customer does not waive its right of renunciation after enquiry by LAGO. This applies accordingly to the concession of an option if other requests exist and the customer is not prepared to make a fixed booking after enquiry by LAGO.

2. If an agreed or requested advance payment pursuant to the above Clause III No. 7 is not made, even after the elapsing of a suitable grace period set by LAGO, LAGO is likewise authorised to withdraw from the contract.

3. Furthermore, LAGO is authorised to effect extraordinary

cancellation of the contract for a materially justifiable cause, for instance, if:

- force majeure or other circumstances outside LAGO's control make the performance of the contract impossible.
- hotel services are booked under the misleading or incorrect indication of important facts, e.g. the personal details of the customer or the purpose.
- LAGO has justified cause to assume the utilisation of the hotel service could endanger the smooth operation of the hotel business, the security or the image of LAGO in the public, without being attributable to the management or organisation of LAGO.
- there exists a violation against Clause I No. 2.

4. LAGO may prevent or stop unapproved interviews, sales and similar events.

5. In the event of a justified withdrawal by LAGO or of a prevention of an unapproved event pursuant to the above No. 4, the customer shall have no claim to compensation.

6. In the event of a withdrawal pursuant to the above Number 2 or 3, LAGO may have a claim for compensation against the customer and may charge the claim at a flat rate. In this case, Clause IV No. 4 Sentences 2 and 3 shall apply.

VI. Room allocation, check in and check out

1. The customer attains no claim to the allocation of specific rooms.

2. Booked rooms shall be available to the customer from 4pm on the agreed day of arrival. The customer has no claim to an earlier allocation. The claims of LAGO from Clause IV remain unaffected by this regulation. There exists no obligation to let other rooms.

3. The rooms are to be vacated and made available to LAGO no later than at 11am on the day of departure. After which point, LAGO may charge 50% of the full lodging price for a delayed check out of the room according to the contract until 6pm, after 6pm 100% of the lodging price shall be charged. Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that no or a usage fee has arisen to LAGO.

VII. Liability

1. LAGO is liable to exercise the duty of care of an ordinary merchant for its contractual obligations. The customer's claims to compensation are excluded. Excluded from this are damages from loss of life, bodily injury or damage to health, if LAGO is liable for breach of duty, other damages on the grounds of a wilful or gross negligent breach of duty by LAGO, and damages resulting from a wilful or negligent breach of contractually typical obligations by LAGO. A breach of obligation by LAGO is deemed to be the equivalent to a breach by a statutory representative or vicarious agent. In the event disruptions or shortcomings in the services performed by LAGO should arise, LAGO shall act to remedy such upon knowledge thereof or upon complaint lodged without delay by the customer. The customer is obligated to contribute to a reasonable degree to correct the shortcoming and to keep possible damage to a minimum. Moreover, the customer is obligated to inform LAGO promptly of the potential for an extraordinarily high degree of damage to arise.

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2. For items brought by the guest, LAGO shall be liable towards the customer in accordance with legal provisions, i.e. up to the value of one hundred times the room price, yet no higher than €3,500.00, as well as for money, securities and valuables up to € 800.00. Money, securities and valuables may only be stored in the central hotel safe up to a maximum value of € 800.00.

LAGO recommends utilising this service. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction or damage (Section 703 of the Civil Code). With regard to further liability of LAGO, the above Number 1 Sentences 2 to 4 shall apply.

3. Items left by the customer will only be dispatched upon request and at the cost and risk of the customer. LAGO shall retain items for three months, after which point it will hand over the items to the local lost and found office, providing the items are of noticeable value. The above Number 1 Sentences 2 to 4 shall apply accordingly.

4. In the event the customer is provided a parking space in the hotel car park, also for a fee, a safekeeping contract is not thereby entered into. LAGO is not obligated to monitor the car park. In cases where vehicles or their contents are stolen or damaged while parked or placed on hotel property, LAGO shall not be liable, except in the event of intent or gross negligence. The above Number 1 Sentences 2 to 4 shall apply accordingly. Any damages must be reported to LAGO without undue delay.

5. A wake-up service is carried out by LAGO with great duty of care. Messages, post and parcels for guests are handled with care. LAGO shall take care of delivery, safekeeping and, upon request and payment of a fee, shall also forward items. The above Number 1 Sentences 2 to 4 shall apply accordingly.

6. The customer is liable for all damages to buildings and inventory caused by its guests, visitors, employees, other third parties from its area or by the customer itself.

VIII. Final provisions

1. Changes or extensions to the contract, the acceptance of proposal or these terms and conditions for hotel accommodation require the written form to be valid. Unilateral changes or extension by the customer are not valid.

2. The place of fulfilment and payment is Ulm.

3. The exclusive jurisdiction, also for disputes, is Ulm. The same applies if the customer fulfils the requirement of Section 38 Para. of the Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany.

4. German law applies. The application of the UN sales law and the conflict law is excluded.

5. In the event individual conditions in these General Terms and Conditions for Hotel Accommodation be or become ineffective or void, the validity of the remaining conditions shall not be affected. In this case, the parties shall agree to a new provision that reflects the intended purpose of the original ineffective condition as closely as possible.