



## **General Terms and Conditions of HGV GmbH & Co. KG for Events**

**Version: 01/2026**

### **§ 1 Scope of Application**

(1) These terms and conditions apply to contracts for the rental of conference, banquet and event rooms as well as all other contractually agreed areas of the Hotel for the conduct of events such as banquets, seminars, conferences, exhibitions and presentations etc., as well as for all further services and deliveries provided by the Hotel to the customer in this connection.

(2) The subletting or re-letting of the rooms, areas or display cases provided as well as invitations to job interviews, sales or similar events require the prior consent of the Hotel in text form, whereby Section 540 para. 1 sentence 2 of the German Civil Code (BGB) is excluded insofar as the customer is not a consumer.

(3) General terms and conditions of the customer shall only apply if expressly agreed in advance.

### **§ 2 Conclusion of Contract, Contracting Parties, Liability, Limitation Period**

(1) The contracting parties are the Hotel (HGV GmbH & Co. KG) and the customer. The contract is concluded upon acceptance of the customer's offer by the Hotel. The Hotel is free to confirm the booking of the event in text form.

(2) The Hotel shall be liable for damages for which it is responsible arising from injury to life, body or health. Furthermore, it shall be liable for other damages based on an intentional or grossly negligent breach of duty by the Hotel or on an intentional or negligent breach of typical contractual obligations of the Hotel. A breach of duty by a legal representative or vicarious agent shall be equivalent to a breach of duty by the Hotel. Further claims for damages, unless otherwise regulated in clause 11, are excluded. Should disruptions or defects occur in the Hotel's services, the Hotel shall endeavour to remedy the situation upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable to remedy the disruption and to minimise possible damage. Furthermore, the customer is obliged to inform the Hotel in good time of the possibility of exceptionally high damage arising.

(3) All claims against the Hotel shall generally become time-barred one year after the statutory commencement of the limitation period. This shall not apply to claims for

damages and other claims based on intentional or grossly negligent breach of duty by the Hotel.

### **§ 3 Services, Prices, Payment, Set-off**

(1) The Hotel is obliged to provide the services ordered by the customer and confirmed by the Hotel.

(2) The customer is obliged to pay the agreed or applicable prices of the Hotel for these and additional services used. This also applies to services commissioned by the customer directly or via the Hotel and provided by third parties and advanced by the Hotel. This applies in particular to claims of collecting societies for copyright.

(3) The agreed prices include the taxes applicable at the time of conclusion of the contract. In the event of changes in statutory VAT or the introduction, amendment or abolition of local levies on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion of the contract and performance exceeds four months.

(4) If the period between conclusion of the contract and the event exceeds four months and the price generally charged by the Hotel for such services increases, the contractually agreed price may be reasonably increased by no more than 5%.

(5) Invoices of the Hotel without a due date are payable within ten days of receipt without deduction. The Hotel may demand immediate payment of due claims at any time. In the event of default, statutory provisions shall apply. The Hotel reserves the right to prove higher damages.

(6) The Hotel is entitled to require an appropriate advance payment or security, for example in the form of a credit card guarantee, upon conclusion of the contract. The amount and payment dates may be agreed in text form in the contract. In the event of default, statutory provisions shall apply.

(7) In justified cases, for example if the customer is in arrears with payment or if the scope of the contract is extended, the Hotel is entitled, even after conclusion of the contract and up to the beginning of the event, to demand an advance payment or security within the meaning of the above clause (6) or an increase of the advance payment or security agreed in the contract up to the full agreed remuneration.

(8) The customer may only set off or offset an undisputed or legally established claim against a claim of the Hotel.

(9) The customer agrees that invoices may be transmitted electronically.

#### **§ 4 Provision, Handover and Return of Hotel Rooms**

(1) The customer is entitled only to the provision of hotel rooms of the booked category, not to the provision of specific rooms, unless expressly agreed in text form.

(2) Booked rooms are available to the customer from 3:00 p.m. on the agreed day of arrival. No entitlement to earlier availability exists unless expressly agreed in text form.

(3) The customer is obliged to vacate the rooms by 11:00 a.m. on the agreed day of departure. In the event of late vacating, the Hotel may charge 50% of the list price until 6:00 p.m., and 90% thereafter. No contractual claims to services of the Hotel shall arise in this case. The customer may prove lesser damage.

#### **§ 5 Withdrawal of the Customer (Cancellation)**

(1) Withdrawal by the customer from the contract concluded with the Hotel is only possible if a right of withdrawal has been expressly agreed in the contract, if another statutory right of withdrawal exists or if the Hotel expressly agrees to the termination of the contract. The agreement of a right of withdrawal and any consent to termination should be made in text form.

(2) If a date for free withdrawal has been agreed between the Hotel and the customer, the customer may withdraw from the contract until that date without triggering payment or damage claims by the Hotel. The right of withdrawal expires if not exercised by the agreed date.

(3) In the event of full cancellation or non-utilisation of hotel services, the following scale applies:

Cancellation conditions for events up to 65 rooms:

- Up to 90 days before the agreed arrival date: free cancellation
- Up to 60 days before the agreed arrival date: 50% of the contract value
- Up to 30 days before the agreed arrival date: 75% of the contract value
- Less than 30 days before the agreed arrival date: 90% of the contract value

Cancellation conditions for events over 65 rooms:

- Up to 120 days before the agreed arrival date: free cancellation
- Up to 90 days before the agreed arrival date: 50% of the contract value



- Up to 60 days before the agreed arrival date: 60% of the contract value
- Up to 30 days before the agreed arrival date: 75% of the contract value
- Less than 30 days before the agreed arrival date: 90% of the contract value