



LAVILLA

TAGUNGEN · FESTLICHKEITEN · HOTEL

General Terms and  
Conditions of LA VILLA am  
Starnberger See, EKT GmbH

## . Scope

1. These terms and conditions apply to contracts and agreements for rentals of Hotel rooms for accommodation, henceforth referred to as "rooms" and facilities, conference/banquet/other event rooms, henceforth referred to as "facilities" and conference/banquet/other event rooms of **LA VILLA am Starnberger See, EKT GmbH**, henceforth referred to as "the Hotel", which are **used for events of one or more days, such as banquets, seminars, conferences, festivities and all related further services and service components and their modules as well as deliveries of the Hotel, henceforth referred to as "booked Services"**.

2. Subletting or renting to third parties any rented rooms, areas or displays, as well as invitations to interviews, sales conversations or other similar scenarios require previous written agreement by the Hotel, whereas § 540.1.2 BGB is referenced if the customer is not the actual user. This also applies for using La Villa and its premises, its situation, its surroundings in images, as recordings, as background design or any kind of use of the hotel in electronic form and/or on paper and from any perspective as well as any option of recording and imaging in any ways and means of designing. Any type of recording or rendering of La Villa, its premises, its surroundings, its situation, its staff, direct or indirect with a reference, requires a written agreement by the hotel prior to its generation – and even more so prior to its use – regardless of for private or

business purposes, use or saving.  
3. Terms and conditions of the customer are only applied if they had been agreed to in writing by both parties ahead of time.

## II. Data Protection Policy

Regarding the use of your personal data, we would like to refer you to our website <https://www.lavilla.de/dataprotection/>. This data protection policy can be printed out. Please contact our staff for any queries or suggestions.

## III. Contract, Contract Partners, Defects, Liability and Statute of Limitations

1. The Hotel's accommodation contract („Contract“) takes effect through the Hotel's acceptance of the customer's request. The Hotel commits itself to providing the facilities and services booked by the customer. The customer commits himself to a timely and full payment of the facilities and services provided by the Hotel as well as third-party-services ordered by the customer via the Hotel. The Hotel shall be at liberty to confirm the reservation in writing.

2. The customer signing the contract and the Hotel are contract partners. If a third party has made an order on behalf of the customer, the third party together with the customer are jointly liable for all obligations from the contract.

3. Should there be errors or defects in the performance of the Hotel, the customer has to immediately notify the Hotel so that the Hotel receives the opportunity to remedy the situation and/or create the contractually agreed upon services without delay. The complaint must be made at the latest on departure or return of the facilities. The customer is required to contribute the reasonable amount to resolve the disruption and to keep any possible damage at a minimum. The customer is required to immediately indicate to the Hotel the possibility of any damages, if needed, also in writing. The customer has to keep any damages to a minimum.

4. The Hotel's liability in the non-typical range of Services is limited

to intent or gross negligence. In addition, there will be a limit on the coverage amount of third party liability of the Hotel. The same applies to claims arising from guaranteed property and fault upon contract signing.

5. All of the customer's claims regarding non-fulfillment or defective performance or other reasons of the Hotel's liability are subject to the statute of limitations – as long as not subject to a shorter legal statute of limitation – of six months at the latest, starting as of notice on signing the Hotel contract and the day of departure or end of event agreed therein. This does not apply to injuries to life, limb or health. Additionally, the statutory regulations shall apply.

## IV. Services, Prices, Due Date and Payment, Off-Setting and Mitigation

1. The Hotel is required to provide the Services requested by the customer and confirmed by the Hotel. The customer may not claim certain rooms or certain premises, unless this was expressly agreed upon in writing by Hotel. Rooms reserved for certain functions are available to the customer only at the times previously agreed in writing. Use of any space beyond the agreed period requires the Hotel's prior written consent and will require an additional fee.

2. The customer is required to pay the agreed upon or standard Hotel prices for the provision of Hotel rooms, event premises and other Services. This also applies to Services by third parties initiated by the customer, and to expenses owed to third parties, also in particular for claims arising out of copyright collection agencies.

3. One week before the event, the following is understood: The customer must announce the final number of participants by Wednesday of the week prior to the event. The number announced will be the basis of calculation for billing.

4. The net prices agreed upon in the Hotel contract price will be shown with any applicable statutory VAT. If the time period between execution of the

Contract and the booked event is exceeded by more than five months the Hotel's general prices for that type of Service will increase, thus, the contractually agreed price can be increased by a reasonable amount, however, not more than 5%.

5. Should the customer make changes at a later point of time, the Hotel must agree in writing in order for any changes to take effect. The Hotel is entitled to modify prices accordingly.

6. In case of a conference pricing package, it applies to a per day, per person arrangement, unless something else has been agreed upon in writing.

7. Should an event exceed beyond 1:00AM in the morning, the Hotel is entitled to charged a gross nightly surcharge according to the schedule of prices of the respective event year.

8. The Hotel is entitled to demand a reasonable advance payment or security deposit at any time. The amount of the advance payment and payment dates may be agreed upon in writing in the Contract.

9. Hotel bills without a due date are due and payable within 14 days from the invoice date, without any deductions. Any delayed payment by a customer, if even for one invoice, entitles the Hotel to discontinue all further and future Services under the precondition that the Hotel has issued a notice of default by sending the customer a first payment reminder setting a payment deadline referring to the consequences of non-payment. The Hotel is entitled, at any time, to claim and to demand payment immediately. In case of a delayed payment, the Hotel is entitled to charge any current and applicable statutory default interest rates. The Hotel is entitled to proof and enforcement of greater damage; the customer is entitled to proof and enforcement of lesser damage.

10. The acceptance and selection of credit cards is entirely at the discretion of the Hotel, even in cases where any general acceptance of credit cards is indicated through signs in any of the Hotel's rooms. The acceptance of checks, credit cards or other means of payment is only made on account of

performance.

11. The customer can set off or reduce any of the Hotel's claims with undisputed or legally established claims. The customer carries the burden of proof for due date and undisputability of the customer's counterclaim. Invoice amounts of more than € 4,000.00 have to be settled in cash or by bank transfer.

#### **V. Withdrawal of the Customer (Revocation, Cancellations), Non-Utilization of the Hotel's Services (No Shows) for Congresses and Banquets**

1. The customer has a right of withdrawal if this has explicitly been agreed upon in writing in the contract. The timely, on-schedule, written receipt of the withdrawal by the Hotel is crucial. This also applies for any booking modules of service components of booked services of the Hotel, such as cancellation of a dinner as part of an event in terms of item I. Only in case of an on-schedule receipt of a written declaration of withdrawal, the Hotel will not claim payment or damages toward the customer.

2. The explicit written right of withdrawal expires if it is not executed by written declaration within the agreed upon withdrawal period. The proof of the on-schedule declaration of withdrawal is subject to the withdrawing party. In all other cases, the contract remains in full effect with the consequence that the customer has to pay the contractually agreed upon Service to the Hotel under deduction of the Hotel's non-rendered Services. It is up to the customer to prove any other non-rendered Services.

3. The regulation under item V. 2. applies to all cases of withdrawal, cancellations, non-utilization and no show as well as the non-utilization of facilities and services ordered. In case of non-utilization of Services and facilities

4. Item V. 2.3 does not apply in cases of delay of Services by the Hotel, or by impossibility of rendering of Services, for which the Hotel is responsible.

5. The customer's obligation of payment in cases of item V. 2. 3 extends to an appropriate

compensation for lost food and beverage sales as well as for lost rent of facilities and rooms. It is up to the Hotel to charge flat fees for the deductions for saved expenses or calculate them in detail. The Hotel is entitled to charge flat fees for lost food and beverage sales and lost facility rentals for banquets and congresses as follows:

#### Version 1: Bookings of banquets and festivities for 40 persons or more:

a) In case of cancellation up to 300 days prior to the event, the cancellation is free of costs.

b) In case of cancellation up to 270 days prior to the event, all booked Hotel Services can be canceled after payment of a gross processing fee of € 500,00.

c) In case of cancellation up to 240 days prior to the event, 50% of all booked Hotel Services can be canceled free of costs.

d) In case of cancellation up to 180 days prior to the event, 40% of all booked Hotel Services can be canceled free of costs.

e) In case of cancellation up to 90 days prior to the event, 30% of all booked Hotel Services can be canceled free of costs.

f) In case of cancellation up to 30 days prior to the event, 20% of all booked Hotel Services can be canceled free of costs.

g) Up to one week prior to the event, 10 % of all booked Hotel Services can be canceled free of costs. Thereafter, it is understood that our basis of calculation is the number of guests announced to us five work days prior to the event.

h) The generalized calculation of the food and beverage sales is done on basis of the following equation: The agreed upon menu price of the event x the agreed upon number of participants, plus a flat fee for drinks of € 30,00 per participant. If no price has been agreed upon for the food, the lowest-price 4-course menu based on the currently valid proposals for banquets, plus the flat fee for drinks of € 30,00 per participant.

i) The generalized calculation for the lost facility rental is as follows:

€ 2,400.00 for the Orangerie,  
€ 890,00 for the Garden Pavilion,  
€ 390.00 for the restaurant,  
€ 380.00 for the King Ludwig

room,  
€ 380,00 for the Zenetti room,  
€ 180,00 for the wine cellar  
and/or € 180,00 for the  
Maximilian room;  
minus a 10% flat deduction for  
saved expenses. If the rooms can  
be rented out at short notice to  
another party, it will be applied  
accordingly to the lost facility  
rental. It is up to the customer to  
claim higher saved expenses.

Version 2: Bookings of banquets  
and festivities for up to 40  
persons:

- a) In case of cancellation up to 270 days prior to the event, the cancellation is free of costs.
- b) In case of cancellation up to 240 days prior to the event, all booked Hotel Services can be canceled after payment of a gross processing fee of € 500,00.
- c) In case of cancellation up to 180 days prior to the event, 50% of all booked Hotel Services can be canceled free of costs.
- d) In case of cancellation up to 90 days prior to the event, 30% of all booked Hotel Services can be canceled free of costs.
- e) In case of cancellation up to 30 days prior to the event, 20% of all booked Hotel Services can be canceled free of costs.
- f) Up to one week prior to the event, 10 % of all booked Hotel Services can be canceled free of costs. Thereafter, it is understood that our basis of calculation is the number of guests announced to us five work days prior to the event.
- g) The generalized calculation of the food and beverage sales is done on basis of the following equation: The agreed upon menu price of the event x the agreed upon number of participants, plus a flat fee for drinks of € 30,00 per participant. If no price has been agreed upon for the food, the lowest-price 4-course menu based on the currently valid proposals for banquets, plus the flat fee for drinks of € 30,00 per participant.
- i) The generalized calculation for the lost facility rental is as follows:  
€ 2,400.00 for the Orangerie,  
€ 850,00 for the Garden Pavilion,  
€ 390.00 for the restaurant,  
€ 380.00 for the King Ludwig room,  
€ 380,00 for the Zenetti room,  
€ 180,00 for the wine cellar

and/or € 180,00 for the Maximilian room;  
minus a 10% flat deduction for saved expenses. If the rooms can be rented out at short notice to another party, it will be applied accordingly to the lost facility rental. It is up to the customer to claim higher saved expenses.

Version 3: Bookings of conferences:

- a) In case of cancellation up to 18 weeks prior to the event, the cancellation is free of costs.
  - b) Up to the 17th and 16th week prior to the event, all booked Hotel Services can be canceled after payment of a gross processing fee of € 500.00.
  - c) Up to the 15th and 14th week prior to the event, 80% of all booked Hotel Services can be canceled free of costs.
  - d) Up to 13 to 10 weeks prior to the event, 70% of all booked Hotel Services can be canceled free of costs.
  - e) Up to the 9th and 8th week prior to the event, 60% of all booked Hotel Services can be canceled free of costs.
  - f) Up to 7 to 4 weeks prior to the event, 40 % of all booked Hotel Services can be canceled free of costs.
  - g) Up to the 3rd and 2nd week prior to the event, 20 % of all booked Hotel Services can be canceled free of costs.
  - h) Up to one week prior to the event, 10 % of all booked Hotel Services can be canceled free of costs.
  - i) Up to Wednesday of the week prior to the event, the following is understood: The final number of participants known to us by Wednesday of the week prior to the event will be the basis of calculation for billing.
6. The customer is entitled to prove that claim made by the Hotel is not as high as invoiced; and the Hotel is entitled to prove any higher claims.
7. Services provided by third parties always have to be paid in full.
8. For claims to damages of any kind, the customer is entitled to prove lower damages; and the Hotel is entitled to prove higher damages.

## **VI. Cancellation, Revocation by the Hotel**

1. If the customer does not pay the agreed upon advance payment within the deadline and an appropriate period of grace, the Hotel is entitled to withdraw from the contract or to claim damages for default according to the below assessment of damages.
2. Should a right to cancel within a deadline has been agreed with the customer in writing, the Hotel is eligible to cancel the contract within the deadline as well, in case there are requests for the booked rooms by other customers, even if the customer is not executing his right to withdraw from the contract.
3. The Hotel is entitled to cancel the contract for justifiable reasons, such as:
  - a) if force majeure or other circumstances not in the control of the Hotel make fulfillment of the contract impossible;
  - b) if rooms etc. were booked while giving wrong information, e.g., in regards to the customer or the reasons for booking;
  - c) if the Hotel has reason to believe that a certain event would jeopardize the business, safety or reputation of the Hotel; without this being attributed to the Hotel;
  - d) if a violation of the scope of item I.
4. The customer or third party are not entitled to claim damages from the Hotel. This does not apply in case of the Hotel's intentional or grossly negligent behavior. The Hotel will inform the customer in writing without delay about the cancellation.
5. In case of the justifiable cancellation by the Hotel the customer cannot claim compensation, provision of premises and other Services by the Hotel.

## **VII. Bilateral Regulations in Case of Force Majeure (Revocation/Countermand, Cancellation, Non-Utilization, No-Show, Pandemic, Epidemic, Natural Phenomena, Plagues as well as Legal Acts of the Government)**

Both contracting parties are entitled to withdraw from the

contract in case of a factually justified connection with the SARS-CoV2-pandemic or in cases of force majeure.

Should the hotel as contracting partner be closed due to a case of force majeure and the booked event/conference can therefore not take place, no cancellation fees are due. In this case, any claims for damages between the contracting parties are excluded. This applies independent of any variable number of participants regulated by the government, of governmental customer regulations, other governmental regulations as well as any and all legal acts.

In case one of the contracting parties has services or duties toward a third party, a recourse to the other contracting party is excluded.

#### **VIII. Changes to the Number of Participants and Event Timing**

1. A change of the contractually agreed number of participants must be communicated to the Hotel in writing; the Hotel must agree to the new number. In case of an „approximate“ number, that number serves as the final number. Item IV.3 is understood.
2. In case of an upward deviation from the number of participants, the actual number will be used as a basis for billing.
3. In case of a deviation of the number of participants by more than 15 % within four months and one day, the Hotel is entitled to renegotiate the prices agreed on. The contract must be updated accordingly by an amendment.
4. In case of any changes to the agreed upon start and end times of an event, the Hotel may charge an appropriate additional Service fee for the commitment of the staff members, if the Hotel has agreed to these changes in writing.

#### **IX. Self-supply of Food and Drink**

As a general rule, customers are prohibited from bringing their own food and drink to events. Exceptions may be granted based on an agreement by the Hotel in writing. In such an exceptional event, the Hotel will charge a fee

to cover costs. The customer is solely and fully liable and holds the Hotel harmless of all xxx towards third parties.

#### **X. Technical Equipment**

1. Should the Hotel provide the customer with technical and other equipment from third parties, the Hotel acts in the name of the customer and charges the fees through to the customer. The customer is liable for appropriate care and for the proper return. The customer indemnifies the Hotel from all claims by third parties resulting from sourcing and providing this equipment.
2. The use of own electrical or other equipment by the customers while using the power grid or other networks of the Hotel requires the previous written approval by the Hotel. Interference or damage to the Hotel's technical equipment this use, will solely be at the expense of the customer. The customer has to pay for its restoration or repair or accessions as well as any and all costs involved. Electricity and other costs may be billed by the Hotel as a flat fee. Should any equipment remain unused, the Hotel is entitled to request reasonable non-use compensation.
3. The customer is entitled, with prior written approval by the Hotel, to use any owned telephone, fax or other data transferring equipment. The Hotel may charge a connectivity fee. Should through the customer's personal use other suitable equipment provided by the Hotel remain unused, the Hotel is entitled to request reasonable non-use compensation.
4. Problems with any of the technical or other equipment provided by the Hotel will be remedied immediately. The customer must inform the Hotel immediately upon noticing the errors. The customer's liabilities to pay cannot be retained or reduced; the only exception is if the customer can prove that the Hotel has caused this interference willfully or grossly negligently.

#### **XI. Customer's Liability for Damages**

1. The customer is liable for all damages to the buildings and

inventory in his risk sphere caused by his participants, visitors, employees, third parties from his internal or external sphere of responsibilities or by the customer himself.

2. The Hotel is entitled to request an adequate security from the customer in form of an insurance, third party vouching, etc.
3. If the customer ordering the event is not the organizer, or if the organizer uses a commercial landlord or organizer or other third party, then the organizer or the third parties together with the customer are responsible for all and any obligations due fees from the contract.

#### **XII. Loss or Damage of Personal Items Brought to the Hotel**

Items of any kind brought by the customer and third parties, as well as personal items are in the Hotel's rooms at the customer's own risk. The Hotel will not take on responsibility to guard or hold items. Items needed for an event may not be brought in earlier than two days prior. The receipt is completed only by the Hotel's confirmation. Any exceptions to this Paragraph X. require the prior written consent by the Hotel. The insurance for any brought items are the sole responsibility of the customer. The Hotel is explicitly not liable for any lost items, lost envelopes, or lost money gifts of the customer.

#### **XIII. Consumer Arbitration Service, Place of Jurisdiction, Place of Payment and Performance**

1. We participate in a dispute resolution procedure at the consumer arbitration service. The consumer arbitration service in charge is: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V Address: Straßburger Str. 8, 77694 Kehl. Website: [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de).
2. If the dispute on a consumer contract between the entrepreneur and the consumer cannot be solved by mediation and/or if any other alternative resolution procedure has failed and legal proceedings are sought,

it is understood, as long as admissible according to the statutory regulations, that the sole place of jurisdiction will be Starnberg and/or Munich. German law applies.

3. Place of performance and payment is the Hotel, community Pöcking am Starnberger See, Niederpöcking, Germany.

#### **XIV. Miscellaneous, Form of Correspondence, Severability Clause, Inclusion**

1. Photos of the Hotel on the out- and inside as well as facilities and surroundings may only be taken with previous consent of the Hotel on generation and after the individual use and purpose has previously been set out in writing. Depending on the type of use, the Hotel will charge appropriate prices.

2. The use of drones or any type of flying objects is strictly prohibited. The Hotel will only grant a permission if the customer and the Hotel have made a previous written agreement according to the legal regulations. Reference is made to the separate "Agreement on the Use of Drones on the Premises of the Hotel La Villa". This agreement is constitutive.

3. Advertisements referring to the customer's event, third parties, aides, etc. may only be placed with the Hotel's prior approval.

4. For bilateral legal certainty, changes and additions to the contract always require a written form. One-sided changes are not valid. For bilateral legal certainty, verbal agreements always have to be confirmed.

5. Should individual provisions of the contract /these Terms and Conditions be invalid, it will not affect the validity of the remaining provisions. The parties may replace invalid provisions with such that approximate the parties' will and economic purpose, alternatively per the judiciary, alternatively by law.

6. On signing the contract, these Terms and Conditions become part of the contract as a supplement and as reference to the Hotel's Services, and/or in the contract signing and/or through the written confirmation of the reservation confirmation by the customer and/or through postings

at the reception.

We generated these General Terms and Conditions with utmost diligence. They are subject to regular scrutiny and updates depending on current events.

Please do not hesitate to contact us if you have any queries or suggestions.

Please find our detailed Data Protection Policy on <https://www.lavilla.de/dataprotection/>.

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