



LAVILLA

TAGUNGEN · FESTLICHKEITEN · HOTEL

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

### I. Scope

1. These terms and conditions apply to contracts and agreements for rentals of Hotel rooms and other rooms; and conference/banquet/other event rooms of **LA VILLA am Starnberger See, EKT GmbH („Hotel“ in the context of this document)**, which are **used for events such as banquets, seminars, conferences, etc., as well as all related further services and deliveries of the Hotel („Services“ in the context of this document)**.

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 location and its surroundings in graphic materials, as pictures, background images or any kind of use in electronic form and/or on paper and from any perspective and any possibility of taking pictures. Any type of footage and reproduction of LA VILLA , its premises, its location and its surroundings is subject to authorization prior to generation or use – regardless of private or professional use.

### II. Data Protection

Regarding the use of your personal data, we would like to refer to our website <https://www.lavilla.de/data-protection/>. You can print out this declaration of data protection. Please contact our staff for any queries.

### 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 and if necessary the timely settling of any due advance payments. The Hotel may confirm the reservation.

2. The signing customer 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 without delay the contractually agreed upon Services. 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. 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 are subject to the statute of limitations – as long as not subject to a shorter legal statute of limitation – of one year after the beginning of the knowledge-dependent regular limitation period of § 199.1 BGB. Claims for damages shall expire within five years, independent of knowledge, and may be subject to shorter statutory limitation periods.

### IV. Services, prices, turnover tax, due date and payment, off-setting and reduction

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 prior to the event:

The customer must announce the number of participants by Wednesday of the week prior to the start of the event. The number announced will be the basis of calculation for billing.

4. The agreed upon prices include any applicable VAT and any VAT increases. If the time period between execution of the Contract and the booked event exceeds six months the Hotel's prices increase during that time period, the prices for the event may increase at a reasonable amount, however, not to exceed 5%.

5. Should the customer make changes after the fact, 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 go passed 1:00 AM in the morning, the Hotel will be entitled to demand a standard nightly flat-rate of € 250.00 per hour, after 03:00 AM € 300,00 per hour, once started.

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, if the Hotel had issued a payment reminder notice by the first payment deadline with reference to any consequences. The Hotel is entitled, at any time, to claim and to demand payment immediately. In case of delay in payment, the Hotel is entitled to demand any current and applicable statutory default interest rates, currently set at 8% above the default interest rate, and 5% above the default interest rate in the event that the customer is a private person. The Hotel claims any evidence and making the case for greater damage; whereas the customer claims any evidence and making the case for 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.

11. The customer can particularly set off or reduce any of the Hotel's claims with undisputed or legally established claims. The burden of proof for the due and undisputed payment rests with the customer.

### V. Withdrawal of the Customer (i.e. revocation, cancellation), Non-Utilization of Hotel Services (Non-Appearance) for Conferences and Banquets

1. The customer only has the right to withdraw from the contract pertaining to room rentals and contracted services without any cancellation fees, if this had been agreed upon in writing in the contract. The timely, on-schedule arrival of the written declaration of withdrawal at the hotel is crucial. Only if the written declaration of withdrawal arrives on time, there will be no claims for damages or payment for the customer. The explicitly stipulated written right of withdrawal expires if not exercised within the agreed upon withdrawal period by a written declaration of one contractual party. The withdrawing party has to bear proof of the timely execution of withdrawal.

2. In all other cases, the contract remains in full effect, resulting in the customer having to pay the full amount agreed upon in the contract, even if the customer does not make any use of services ordered or premises or rooms rented by this contract. The hotel will deduct the saved expenses. It is up to the customer to bear proof of higher expenses saved.

3. The regulation stated in clause V.2. applies to all cases of cancellation, non-utilization and non-appearance as well as non-utilization of the services ordered, in terms of services and premises or rooms. In case of non-utilization of services, premises or rooms ordered, the saved expenses and possible profits due to short-notice rental will be credited respectively. It is up to the customer to bear proof of higher expenses saved.

4. Clause V.2. does not apply if the hotel fails to meet any obligations or if the hotel has to account for any impossibilities of rendering the service.

5. The customer's obligation to pay the fees due in the full amount, less saved expenses and possibly other rentals, according to paragraph IV.1, also includes compensation for lost food and beverage sales as well as any lost room rent. The Hotel may utilize a flat free or calculate in detail any of such deductions for saved expenses. The Hotel is therefore entitled to charge flat fees to the customer for lost food and beverage sales as well as flat fees for lost room rental for conferences and banquets as follows:

a) Cancellations of contractual bookings concerning banquets and festivities:

aa) In case of cancellation by the customer after written confirmation and receipt of any advance payment, up to 270 days before the event, a processing fee of € 350,00.

bb) In case of cancellation by the customer 269 days before the event, 60% of the agreed upon food and drink revenue.

cc) In case of cancellation by the customer 179 days before the event, 60% of the agreed upon food and drink revenue.

dd) In case of cancellation by the customer 65 days before the event, 80% of the agreed upon food and drink revenue.

ee) In case of cancellation by the customer 21 days before and up until the event date, 90% of the agreed upon food and drink revenue.

ff) In order to calculate the lost food and drink revenue the date on which the Hotel receives the written cancellation notice applies. Food and drink revenue are calculated according to the following equation: menu price x persons, plus a flat fee for drinks of € 30,00 per person. If no price had been agreed upon for the food, the lowest-price for a 4-course menu for banquets, and the lowest-price for a 3-course menu for conferences apply, plus the flat fee for drinks of € 30,00 per person.

gg) The corresponding lost rental revenue is

€ 2.200,00 for the Orangerie

€ 850,00 for the Garden Pavilion

€ 390,00 for the Restaurant

€ 350,00 for the King Ludwig

€ 310,00 for the Zenetti

€ 180,00 for the Wine cellar and/or the Maximilian;

less a 10% flat deduction for saved expenses. In case that the rooms can be rented

out to another party, the resulting revenue will be applied accordingly.

b) Cancellations of contractual bookings concerning conferences:

aa) If a conference was booked obligingly, including room, food and drink, audio-visual equipment, a service fee of € 350 will be charged if the customer cancels up to 12 weeks prior to the event. There will be no other fees.

Thereafter, the chronological and nominal calculation for conferences becomes effective. The hotel is entitled to charge:

bb) 30 % 11 – 9 weeks prior to the event,

cc) 40 % 8 – 7 weeks prior to the event,

dd) 50 % 6 -5 weeks prior to the event,

ee) 60 % 4 – 3 weeks prior to the event,

ff) 80 % 2 weeks prior to the event,

gg) 90 % 1 week prior to the event.

Thereafter: 1 week prior to the event:

The customer must announce the number of participants by Wednesday of the week prior to the start of the event. The number announced 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. The same applies to any cancellations of functional rooms.

8. Services provided by third parties are always due in full.

9. 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, Withdrawal by the Hotel**

1. Should a right to cancel within a deadline have 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.

2. Should an agreed upon advance payment not be submitted, even within a reasonably requested deadline by the Hotel, then the Hotel is permitted to cancel the contract.

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 fulfilment 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 Paragraph I.2 has occurred.

4. The customer or third party is 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. Changes to the number of participants and event timing**

1. An changes of the number of participants must be communicated to the Hotel in writing by Wednesday of the week before the event; the Hotel must agree to the new number. In case of an „approximate“ number, that number serves as the final number.

2. A reduction of the number of participants by no more than 5% will be considered accordingly by the Hotel for billing. If there is a greater deviation, the originally stated number of participants will be used, minus 5%. The customer is entitled to prove any higher cost savings.

3. In case of an upward deviation from the number of participants, the actual number will be used as basis for billing.

3. In case of a deviation from the number of participants by more than 10% the Hotel is entitled to recalculate any negotiated prices and change the room arrangements.

5. In case of any changes to the agreed upon start and end times of an event, and should the Hotel agree in writing to these changes, the Hotel may charge additional Service fees.

#### **VIII. 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 a 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.

#### **IX. 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. 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. Reduction in fees are not granted if the Hotel is not responsible for those problems.

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

1. The customer is liable for all damages to the buildings and inventory caused by participants, visitors, employees and third parties, or by the customer itself.

2. The Hotel is entitled to request a 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.

#### **XI. Loss 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. exceptions require the priorwritten consent by the Hotel. The insurance for any brought items are solely the responsibility of the customer, The Hotel

is explicitly not liable for any lost items, lost envelopes, or lost money gifts of the customer.

#### **XII. Jurisdiction, place of payment and performance**

1. So as long as legal, the sole jurisdiction will be Starnberg and/or Munich. German law applies.

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

#### **XIII. Data protection clause**

The Hotel places great importance on the protection of business and private data. Personal data is only collected if the customer initiates the sharing of such data, e.g., in an enquiry. Based on any legal regulations it will be communicated in writing, whether and which customer data is being stored. Should any incorrect pieces of information be stored, these will be modified, blocked, or deleted upon request.

#### **XIV. Miscellaneous, form of correspondence, severability, inclusion**

1. Photos of the Hotel on the out- and inside may only be taken with prior authorization by the Hotel.

2. The use of drones or any kind of flying objects is generally prohibited. The hotel only gives permission if a written agreement according to the legal regulations has been made in advance by the customer and the hotel. Reference is made to the separate „Agreement Regarding the Use of Drones on the Premises of Hotel LA VILLA“. This agreement is constitutive.

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

3. Changes and additions to the contract require written form. Onesided changes are not valid.

4. Should individual provisions of the contract / these Terms and Conditions be invalid, that 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.

5. At contract signing 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.

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