

General Terms and Conditions

1. Applicability

1.1 These terms and conditions apply for all services and deliveries provided by Hotel Gut Ising K. Magalow KG, hereinafter referred to as Hotel Gut Ising, in particular hotel accommodation contracts as well as events, conferences and banquets and all related further services and deliveries thereto provided by Hotel Gut Ising, also including catering and event services.

1.2 Regulations deviating from these general terms and conditions are only valid if they are accepted in written form by Hotel Gut Ising.

2. Offer, conclusion of contract, written form

2.1 Presentations, in particular on the internet or in advertising brochures do not represent a binding offer of Hotel Gut Ising.

2.2 A hotel accommodation contract is only concluded by Hotel Gut Ising's acceptance of the customer's application. The Hotel reserves the right to confirm the room reservation in written form.

2.3 Event contracts are only concluded in case the customer accepts Hotel Gut Ising's provided offer in written form.

2.4 The publication of newspaper advertisements for invitations to sales events or job interviews showing the Hotel's data or the use of the name Hotel Gut Ising for advertising purposes by the contracting partner are generally subject to the Hotel's approval in written form. If a publication is made without such approval and if essential interests of the Hotel are affected, the hotel shall have the right to cancel the event and insist upon payment according to item 5 of these general terms and conditions.

3. Joint liability

If a third party concludes a contract for a guest or a customer or the customer makes use of a third party's event or a third party acts on the customer's behalf, the guest and the third party or the customer and the third party respectively are jointly liable.

4. Prices

4.1 The prices are in Euro including VAT. An increase of the VAT or the levying of a beverage tax shall be borne by the customer independent of the time of the conclusion of the contract.

4.2 Invoices are to be settled immediately after their receipt without any deduction.

4.3 Hotel Gut Ising shall be entitled to demand a reasonable advance payment or security upon or shortly after the conclusion of the contract. The amount of the advance payment and its payment deadline may be agreed in writing in the contract. Hotel Gut Ising shall be further entitled to declare at any time its accrued receivables to be due and to demand immediate payment thereof during the contract period.

Hotel Gut Ising shall have the right to refuse the provision of any services until the advance payment, the security, the due interim invoice or the issued invoice has been paid.

4.4 If the period between conclusion of the contract and provision of services exceeds 180 days, the Hotel reserves the right to make changes in prices within the normal range without prior notice.

4.5 Individually paying guests have to pay immediately in cash, net. All guest or customer accounts are to be settled weekly. Invoices that are sent upon previously made credit agreements are to be settled within 10 working days after receipt of the invoice without any deduction. If the guest or customer is in default of payment, Hotel Gut Ising will charge interest for delay as well as all costs related to the collection of claims. In addition the Hotel will charge default interest of 5% above the base interest rate of the European Central Bank.

4.6 Only in case of amounts that are not subject to commission claims or special rates, the Hotel accepts the following credit cards: Eurocard, Visa and American Express. The Hotel is entitled to reject foreign currencies, cheques and credit cards in individual cases. Upon payment via credit cards a commission compensation of 5% is levied upon expenses and costs for external services.

5. Special provisions for hotel accommodation contracts

5.1 Any subletting or further letting of rented rooms as well as any use for purposes other than accommodation requires the prior written approval of the Hotel Gut Ising.

5.2 Reserved rooms are available to the guests from 3 p.m. on the agreed day of arrival until 12 a. m. on the day of departure. A departure later than 12 a.m. is only possible after consultation with the reception the evening before. In case of a departure after 12 a.m. the daily room rate shall be charged.

5.3 The contracting party has no claim on special hotel rooms or other rooms. Should agreed-upon rooms not be available, for whatever reason, the Hotel is obligated to find a substitute area of equal value.

5.4 Room cancellations can only be communicated in written form. The time for the cancellation of the booking shall be the receipt of the room cancellation in written form by Hotel Gut Ising.

5.4.1 Cancellation of individual reservations

Exclusively a reservation of 1-9 hotel rooms per night are considered as individual reservations. As far as further rooms (restaurant, event rooms etc.) are booked, the cancellation deadline for room contingent reservations shall apply.

(1) The cancellation deadlines stated in the booking confirmation shall apply. In case of later cancellations the agreed-upon fee is to be paid taking into account the regulations stipulated under para 2. Excluded from this regulation are agreements which have already excluded the cancellation or change of booking free of charge at the time of the preparation of the offer.

(2) If the rooms are otherwise rented, the Hotel must give an appropriate credit for the income and also for saved expenses. If the rooms are not otherwise rented, the Hotel may make a flat-rate deduction for saved expenses. In this case the guest is liable to pay at least 80% of the contractually agreed price for accommodation (including breakfast). The guest is free to prove that the flat-rate deduction for saved expenses is truly higher; in this case the amount determined by the guest is to be taken into account.

5.4.2 Cancellation of room contingent reservations

A reservation of 10 or more hotel rooms are considered as room contingent reservations. Depending on the date of cancellation a part of the room contingent reservations and all other contractually agreed services are to be charged as follows:

Person = pax Roomnights = RN					
Until 15 pax/RN		16-30 pax/RN		31-50 pax/RN	
4 weeks before arrival	free of charge	8 weeks before arrival	free of charge	up to 10 weeks before arrival	free of charge
up to 2 weeks before arrival	60 % of the contractually agreed services	up to 6 weeks before arrival	60 % of the contractually agreed services	up to 8 weeks before arrival	60 % of the contractually agreed services
up to 1 week before arrival	80 % of the contractually agreed services	up to 4 weeks before arrival	80 % of the contractually agreed services	up to 6 weeks before arrival	80 % of the contractually agreed services

Until 51-100 pax/RN		1021-250 pax/RN		> 250 pax/RN	
up to 12 weeks before arrival	free of charge	up to 16 weeks before arrival	free of charge	individual	
up to 10 weeks before arrival	60 % of the contractually agreed services	up to 12 weeks before arrival	60 % of the contractually agreed services		
up to 8 weeks before arrival	80 % of the contractually agreed services	up to 10 weeks before arrival	80 % of the contractually agreed services		

The indications in percent shall also apply for further services relevant for events such as room rental, additional food and drink or booked workshops. The shares of the total volume which can be cancelled free of charge comply with the flat-rate deduction for saved expenses,

so that the remaining volume which cannot be cancelled free of charge shall be borne by the client.

5.4.3 Cancellation of reservations of a block of rooms

A block of rooms are reservations of 10 or more rooms which can be booked with the Hotel Gut Ising by a guest or a third party by referencing a special code at a stipulated time. After that time the room contingent that have not been booked falls back into free rental, so that no rooms or room rates can be further claimed.

With regard to the conditions of cancellation of reservations of a block of rooms please be referred to **5.4.2 Cancellation of room contingent reservations**.

The designated conditions of cancellation are binding for the booking guest.

6. Special provisions for Spa

6.1 Before the treatment starts, the guest shall inform the spa personnel of any health impairments such as heart diseases, high blood pressure, metabolic disorder, allergies or pregnancy.

6.2 Hotel Gut Ising shall not be liable for any unforeseeable skin or body's reactions that appear after the use of cosmetics or treatments or for any allergies that are unknown to the guest or that have not been communicated to Hotel Gut Ising. Furthermore, Hotel Gut Ising shall not be liable for any other physical conditions to which the booked treatment is not applicable.

6.3 Hotel Gut Ising may temporarily close the wellness and fitness area or change the opening hours if repair works or alike make it necessary.

6.4 Children under the age of 14 may only stay in the area of Gut Ising Spa & Wellness under the supervision of adults. Parents are liable for their children.

7. Special provisions for events

7.1 Any subletting or further letting of rented rooms, showcases or areas to third parties during the event or any change of the agreed type of event requires the prior written approval of Hotel Gut Ising.

7.2 The customer is obliged to obtain the official permit necessary for his event at own costs and in due time. The customer is responsible to ensure the adherence to existing provisions under public law and other regulations and has to transfer any fees to be paid to third parties, in particular GEMA fees, directly to the creditor. If no permits have been obtained and as a result costs arise for Hotel Gut Ising, these costs shall be borne by the customer.

7.3 The placing of decorations or other material requires the prior written approval of Hotel Gut Ising. Any decoration material must correspond to the fire prevention regulations and other safety requirements. The customer must provide the appropriate evidence upon Hotel

Gut Ising's request. Exclusively the customer is responsible for the compliance with fire prevention regulations and other safety requirements.

7.4 The customer who books functional rooms for events is obliged to remove any of his packaging and/or information material at his own costs. If the customer does not fulfil this obligation by not later than 24 hours after the contractually agreed end of the event, he shall be obliged to compensate the Hotel for any disposal costs incurred.

7.5 Changes of the number of participants and the duration of the event

7.5.1 An increase of the number of participants by more than 5% must be submitted in writing to Hotel Gut Ising not later than 5 working days before the beginning of the event; such change requires the prior written approval of Hotel Gut Ising. The billing is based on the actual number of participants, but at least 95% of the higher number of participants agreed upon. If the actual number of participants is lower, the customer is entitled to reduce the agreed price by the additionally saved expenses that result from the lower number of participants and shall be proved by the customer.

7.5.2 A reduction of the number of participants by more than 5% must be submitted to Hotel Gut Ising well in advance of the event, however not later than 5 working days before the beginning of the event. The billing is based on the actual number of participants, but at least 95% of the finally agreed number of participants. Item 7.5.1 sentence 3 shall apply.

7.5.3 If the number of participants is reduced by more than 10%, Hotel Gut Ising is entitled to change the confirmed rooms unless these are unacceptable for the customer by taking into account any deviating room rate.

7.5.4 If the agreed beginning or end of the event is postponed and Hotel Gut Ising agrees to these deviations, the Hotel may charge the additional dedication appropriately save in the event of culpability on Hotel Gut Ising's part.

7.6 The contracting party may provide his own food and drink on its events only upon a written agreement with Hotel Gut Ising. In such case, Hotel Gut Ising may charge an appropriate service fee for covering the general expenses.

7.7 If rooms which have already been decorated as ordered are to be re-designed, we charge the current hourly rate per employee and started hour.

7.8 Faults at provided technical facilities and other facilities will be eliminated immediately, if possible. The retention or reduction of payments is however excluded. The off-setting with counter-claims is excluded unless the counter-claims have been legally established or are undisputed.

7.9 As far as the Hotel mediates external services of technical, decorative or other nature to third parties, it acts in the name and on behalf of the event organiser. The contracting party is liable for the careful treatment and due and proper return of such equipment and shall keep the Hotel indemnified against any third-party claims in this respect.

7.10 As far as rooms are booked during the event, item 5 of these General Terms and Conditions (Special provisions for hotel accommodation contracts) shall apply.

8. Special provisions for catering

8.1 Hotel Gut Ising offers catering.

8.2 The catering order is to be placed in writing at least 14 day in advance. If the number of persons changes, the customer shall communicate this change immediately, however not later than 7 days before the date of delivery.

8.3 Cancellations can be made free of charge up to 7 days before the date of delivery.

8.4 Any provided devices, container, plates, dishes, cutlery etc. belong to the property of Hotel Gut Ising. The equipment shall be recorded completely in an equipment list. This list is to be examined by the customer upon receipt. The customer shall further confirm its correctness or make any adjustments if necessary. The equipment list is to be counter-signed by Hotel Gut Ising's personnel.

The equipment shall only be used for the agreed purpose and at the agreed place.

Hotel Gut Ising reserves the right to charge the customer the replacement value of missing or damaged objects.

Hotel Gut Ising may charge an appropriate rental fee for high-quality equipment that is individually agreed and listed as a separate item in the price calculation.

The customer shall make the provided equipment available for collection at the end of the event on the agreed date.

8.5 If the offered products may not be delivered due to seasonal factors or Hotel Gut Ising's suppliers are not able to deliver the necessary amount or quality, Hotel Gut Ising reserves the right to make minor changes to the offered food and drinks by replacing these products with equivalent goods.

8.6 Services provided by service, buffet and kitchen staff, by personnel for construction and dismantling, cleaning personnel, technicians, hostesses and auxiliary staff shall be agreed upon separately and are calculated on an hourly basis.

9. General information

9.1 The Hotel is endeavoured to perform wake-up services with the greatest care. Claims for damages from the omission of wake-up services are excluded.

9.2 Objects found are only forwarded upon request. The Hotel undertakes to store such objects for 6 months. News, mail and goods shipments for the guests as well as their storage, delivery and unfree forwarding upon request shall be handled with the utmost care. The Hotel is however not liable for any loss, delay or damage.

10. Right of withdrawal by Hotel Gut Ising

If the Hotel has justified reasons to assume that the event may jeopardise the smooth running of the Hotel's operations, its safety or its public image or that of its guests, the Hotel may cancel the event. This also applies in the event of force majeure. Claims for damages against the Hotel are excluded.

11. Liability of Hotel Gut Ising

11.1 Should any disturbances or deficiencies affect the goods and services of Hotel Gut Ising, the Hotel is obliged to take corrective action at the behest of the contracting party.

Any contracting party who by fault omits to inform the Hotel of the obvious deficiency within a period of 2 weeks, a reduction of the contract price may not be claimed. The contracting party is also not entitled to withdraw from the contract. The legal obligations for notification pursuant to § 536 c para 2 sentence 2 BGB (German Civil Code) as well as – relating to enterprises – pursuant to § 377 HGB (German Commercial Code) remain unaffected. The same applies to any other legal obligations for notification, inspection and complaint.

11.2 Hotel Gut Ising is liable for any damage caused by slightly negligent behaviour if such is due to an infringement of an essential contractual obligation or a cardinal obligation in a manner that endangers the purpose of the contract. In this case the liability is limited to the foreseeable loss typical for contracts.

11.3 The above limitations on liability shall not apply to Hotel Gut Ising's liability under the German Product Liability Act or to its liability in the case of grossly negligent or wilful conduct, guaranteed characteristics or damages arising from injury to life, body and health.

11.4 Item 12 of these General Terms and Conditions (Liability for introduced items) shall remain unaffected.

12. Liability for introduced items

If the Hotel accommodates guests or event customers, the Hotel is liable according to §§ 701 et seq. BGB – i. e. the liability is generally limited to the hundredfold room price for 1 day, at least up to the amount of EURO 600.00 but not more than EURO 3,500.00.

Valuable objects and papers (cheques, bank cards etc.) as well as money shall be stored in the safe provided in the hotel room. If these are not stored as suggested, the Hotel assumes no liability.

The contracting partner of the Hotel is liable for all damages to buildings and inventory caused by himself, his assistants or his guests provided that the contracting party does not prove a lower damage.

13. No dispute settlement proceedings before Consumer Arbitration Boards

We do not participate in dispute settlement proceedings before Consumer Arbitration Boards.

14. Final Provisions

14.1 German law applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.

14.2 Provided the guest or the customer is an enterprise, a legal entity or a special public fund, or has no general place of jurisdiction within the Federal Republic of Germany, Ising/Chieming shall be the solely place of jurisdiction for all disputes arising from the deliveries and services provided by Hotel Gut Ising. Traunstein shall be the solely place of jurisdiction for the company K Magalow KG.

14.3 If any provisions of these General Terms and Conditions should be or become ineffective or void, this shall not affect the effectiveness of the remaining provisions. Otherwise, the statutory regulations apply.

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