

# General Terms and Conditions for Events

## I. Applicability

1. These Terms and Conditions apply to all contracts with Platzl Hotel Inselkammer KG, Sparkassenstr. 10, 80331 Munich, phone: +49 89 23703 777, e-mail: sales@platzl.de (the "Hotel")
- i. on the ceding of conference, banquet and Event rooms by way of rental agreements for the purpose of holding Events such as banquets, seminars, conferences, etc. and all other related services and deliveries of the Hotel ("Events") as well as
- ii. on pre-negotiated restaurant bookings in the spaces of the Hotel's a la carte restaurants. "Pre-negotiated restaurant bookings" are bookings for a certain number of people (at least 6 people) for which a fixed menu has been pre-ordered or a minimum turnover or a flat rate per guest has been agreed.
2. The subletting or re-letting of the ceded rooms, areas or showcases as well as invitations to job interviews, sales or similar Events require the prior written consent of the Hotel.
3. Any terms and conditions of the customer (hereinafter also referred to as the "Organizer") shall only apply if these have been expressly agreed.

## II. Conclusion of contract, contract partners, contractual liability

1. The contract is concluded in the Hotel accepting the application (confirmation) to the Organizer, both of which are the contracting parties.
2. At the latest upon the conclusion of the contract, the customer is obliged to inform the Hotel without being asked, should the Event be likely to jeopardize the smooth running of the business, the security or the reputation of the Hotel in public due to its political, religious or any other characteristic reasons inherent in the Event.
3. The Hotel's liability is limited to damage ascribed to intent or gross negligence on the part of the Hotel, its legal representative or vicarious agent, unless essential contractual obligations (cardinal obligations) in the area of typical performance are concerned; this does not apply in the case of liability for damage resulting from injury to life, limb or health. Cardinal obligations are those obligations which make the proper execution of the contract possible in the first place and on the fulfillment of which the customer relies on and may rely on. The Organizer is obliged to inform the Hotel in good time should the occurrence of an exceptionally high damage be possible.

## III. Services, prices, payment

1. The Hotel is obliged to provide the services ordered by the Organizer and pledged by the Hotel.
2. The Organizer is obliged to pay the Hotel's prices agreed for these services. The Organizer must also pay all services rendered and expenses incurred by the Hotel in conjunction with the Event to third parties.
3. The agreed prices include the applicable statutory value added tax/sales tax. If the period between the conclusion of the contract and the Event exceeds four months and if the price generally charged by the Hotel for such services increases, the Hotel may increase the contractually agreed price adequately, but by no more than 10%.
4. If a minimum turnover has been agreed and this is not reached, the Hotel may demand 100% of the difference as loss of profit, unless the customer can prove lower damage or the Hotel can prove higher damage.
5. Hotel invoices without a due date are payable without deduction within 10 days of receipt of the invoice. The customer agrees to receive the invoice electronically. In the Event of overdue payment, the Hotel is entitled to charge interest on arrears in accordance with Section 288 of the German Civil Code. The right to assert an additional damage is reserved.

6. The Hotel is entitled to demand an appropriate advance payment at any time. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
7. In justified cases, e.g. if the customer is in arrears with the payment or if the scope of the contract is extended, the Hotel is entitled to demand an advance payment or a security deposit even after conclusion of the contract within the meaning of No. 6 above or to demand an increase in the advance payment or security deposit agreed in the contract up to the agreed full remuneration.
8. A flat rate of EUR 70.00 per staff hour will be charged for evening Events from 11 p.m. onwards. The Hotel undertakes to keep the number of employees as low as possible while ensuring that the Event runs smoothly.
9. The Hotel reserves the right to make room changes if this is reasonable for the customer in a specific individual case.
10. The customer may only offset a claim of the Hotel with an undisputed or legally enforceable claim.

## IV. Withdrawal by the Hotel

1. If an advance payment owed under these Terms and Conditions or under a separate agreement is not made by the customer even after the expiry of a reasonable grace period set by the Hotel with a warning of refusal, the Hotel is entitled to withdraw from the contract.
2. Furthermore, the Hotel is entitled to withdraw from the contract for objectively justified reasons. An objectively justified reason exists in particular,
  - a. if force majeure or other circumstances beyond the control of the Hotel render the fulfillment of the contract impossible or impair it considerably;
  - b. if Events are booked under misleading or false statements of material facts, in particular regarding the Organizer or the purpose;
  - c. if the Hotel has reasonable grounds to believe that the Event may jeopardize the smooth operation of the business, the security or the reputation of the Hotel in public, without this being attributable to the Hotel's sphere of control or organization;
  - d. if the purpose or reason for the Event is unlawful;
  - e. if § II. 2. is violated;
3. If the customer has been granted a contractual right to withdraw from the contract free of charge within a certain period, the Hotel is entitled to withdraw from the contract within this period if the Hotel has received inquiries from other customers regarding the booked Event rooms and the customer does not waive its right of withdrawal upon an enquiry with a reasonable deadline by the Hotel. This also applies if the customer has been granted an option with a specific deadline for exercising the right and the customer is not prepared to make a definitive booking after the Hotel has set a reasonable deadline.
4. The Hotel must inform the Organizer of the exercise of the right of withdrawal without delay and reimburse the counter-performance of the contractual partner without delay.
5. The justified withdrawal of the Hotel does not justify any claims for damages by the customer.

## V. Withdrawal/cancellation of services and/or products by the customer

1. The customer may only unilaterally withdraw from the contract concluded with the Hotel free of charge if a right to withdraw from the contract free of charge has been expressly agreed in the contract or if there is a statutory right to withdraw from the contract free of charge. The agreement of a right of withdrawal as well as any consent of the Hotel to a cancellation of the contract requested by the customer shall be made in text form.

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2. If a date has been agreed for exercising the right of withdrawal free of charge, the customer may withdraw from the contract up to that date without incurring payment or compensation claims by the Hotel. The right expires if the customer does not exercise it in text form vis-à-vis the Hotel by the agreed date.

3. If no right to withdraw from the contract free of charge has been agreed or such right has already expired, there is no statutory right to dissolve the contract free of charge either, and if the Hotel does not agree to a free cancellation of the contract, the Hotel retains the claim for the agreed rent for rooms, exhibition spaces, technical and Event equipment, for any remuneration of services rendered by third parties according to § III. 2. sentence 2 as well as the claim according to § III. 4. if minimum turnover has been agreed, although the services were not taken up on the agreed date ("booking date").

The Hotel must offset the revenue from any other letting as well as saved expenses. The expenses saved in each case can be calculated as a lump sum, in the case of individually listed rental prices with 10%. The customer is at liberty to prove that the claim did not arise at all or not in the amount claimed. The Hotel is at liberty to prove that a higher claim has arisen.

4. If the customer cancels an Event, the following shall apply:

- a. In the case of cancellations from the 60th day before the booking date, the Hotel is entitled to bill - in addition to any agreed rental price (less any other revenue or saved expenses in accordance with the above paragraph 3 sentence 2) and any remuneration for third-party services in accordance with § III. 2. sentence 2 - 30% of the lost consumption turnover, and from the 30th day 70% of the consumption turnover. In the case of Events lasting several days, the first day of the Event is decisive for calculating the deadline. The customer is at liberty to prove that the claim did not arise at all or not in the amount claimed. The Hotel is at liberty to prove that a higher claim has arisen.
- b. Unless a lump sum for the entire catering was exceptionally agreed, the calculation of the consumption turnover is based on the formula: menu price of the Event plus drinks x number of guests. If no price has yet been agreed for the menu, the cheapest 3-course menu of the Event offer valid on the agreed booking date shall be used as the basis. In this case, drinks are charged at one third of the menu price per guest.
- c. If a conference flat rate per guest has been agreed, the Hotel is entitled to charge 60% of the conference flat rate x agreed number of guests in the Event of cancellation from the 60th day before the booking date and 85% in the Event of cancellation from the 30th day before the booking date. In the case of Events lasting several days, the first day of the Event is decisive for calculating the deadline. The customer is at liberty to prove that the claim did not arise at all or not in the amount claimed. The Hotel is at liberty to prove that a higher claim has arisen.
- d. If, by way of exception, rent for rooms and/or exhibition space has not been agreed separately in the contract but is included in the conference package on a pro rata basis, the Hotel may charge the proportion of rent included in the package x the agreed number of guests, less a lump sum of 10% for saved expenses, even in the Event of cancellation prior to the 60th day before the booking date. This applies accordingly in the case of complete flat rates including the accommodation fee for the relevant portion. Paragraph 3 sentence 2 above on the offsetting of other revenue applies accordingly.

5. If the customer cancels pre-negotiated restaurant bookings, the following applies:

- a. The booking can be canceled free of charge up to 28 days before the booking date.
- b. For cancellations from the 27th day before the booking date, any agreed room rental must be paid, less any revenue the restaurant may have earned from another rental and saved expenses. The expenses saved can be fixed by the restaurant at a flat rate of 10%.
- c. For cancellations from the 13th day before the booking date, the customer shall owe 60% of the agreed flat rate per agreed guest in the case of agreed flat rates and 35% of the menu price per agreed guest in the case of an agreed menu.
- d. In the Event of cancellation from the 4th day before the booking date, the customer shall owe 85% of the package price per agreed guest in the case of agreed packages and 70% of the menu price per agreed guest in the case of an agreed menu.
- e. In the Event of an agreed minimum turnover (instead of the cost allocation from room rental, food and beverages), the customer shall owe 100% of the agreed minimum turnover.
- f. Regarding all of the aforementioned lump sums, the customer is entitled to prove that less damage or no damage at all has occurred. The Hotel is entitled to prove that higher damage has occurred.

### VI. Changes to the number of guests and the time of the Event

1. A change in the number of guests by more than 5% must be notified to the banqueting department or the restaurant at least 5 working days before the start of the Event; it requires the Hotel's consent.
2. A reduction in the number of guests by a maximum of 5% will be recognized by the Hotel when invoicing. If the number of guests changes by more than 5%, the originally reported number of guests less 5% will be used as a basis. This does not affect any agreed minimum numbers of persons or minimum turnover.
3. In the Event of an upward deviation, the actual number of guests will be charged.
4. If the number of guests deviates by more than 10%, the Hotel is entitled to redetermine the agreed prices and to change the confirmed rooms, unless this is unreasonable for the Organizer.
5. If the agreed start or end times of the Event are postponed without the prior written consent of the Hotel, the Hotel may charge additional costs of readiness to perform, unless the Hotel is at fault for the postponement of the times.

### VII. Bringing food and beverages

Generally, the Organizer may not bring food and beverages to Events/pre-negotiated restaurant bookings. Exceptions require a written agreement with the banqueting department or the restaurant. In these cases, an amount is charged to cover overhead costs.

### VIII. Technical equipment and connections

1. If the Hotel procures technical and other equipment from third parties for the Organizer at the Organizer's instigation, it shall act in the name of, on the authority of and for the account of the Organizer.
2. The Organizer is liable for careful handling and proper return. The Organizer shall indemnify the Hotel against all claims of third parties arising from the use of this equipment.

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3. The use of the Organizer's own electrical equipment using the Hotel's electrical network requires the Hotel's written consent. Any malfunctions or damage to the Hotel's technical equipment caused by the use of this equipment shall be borne by the Organizer unless the Hotel is responsible for such malfunctions or damage. The Hotel may record and charge for the electricity costs incurred by the use in the form of a lump sum at an adequate amount.
4. The Organizer is entitled to use its own telephone, fax and data transmission equipment with the Hotel's consent. The Hotel may charge a connection fee for this.
5. If suitable Hotel equipment is not used because the Organizer connects its own equipment, the Hotel may charge a corresponding fee.
6. Faults in the technical or other equipment provided by the Hotel will be rectified immediately if possible. Payments cannot be withheld or reduced if the Hotel is not responsible for these disruptions.
7. The customer must obtain any official permits required for the Event in good time and at its own expense. The customer is responsible for the compliance with public law requirements and other regulations.

### IX. Loss of or damage to items brought along

1. Any exhibit items or other items, including personal items, are kept in the event rooms or in the Hotel at the risk of the Organizer. The Hotel assumes no liability for the loss, destruction or damage to these items, except in cases of gross negligence or intent on the part of the Hotel, its legal representative or vicarious agent. This limitation of liability shall not apply if the safekeeping by the Hotel constitutes a cardinal obligation in a specific individual case.
2. Decoration materials carried on the premises must comply with the requirements of the fire department. The Hotel is entitled to demand official proof of this. Due to possible damage, the installation and attachment of objects must be agreed with the Hotel in advance.
3. Any exhibit items or other items brought along must be removed immediately after the end of the Event. If the Organizer fails to do so, the Hotel may remove and store the items at the Organizer's expense. If the items remain in the event room, the Hotel may charge room rent for as long as they remain in the event room. The Organizer is free to prove a lower, the Hotel a higher damage.

### X. Liability of the Organizer for damage

1. The Organizer is liable for all damage to buildings or inventory culpably caused by event participants or visitors, staff, other third parties from its area or itself.
2. The Hotel may require the Organizer to provide reasonable security deposits (e.g., insurance, deposits, guarantees).

### XI. Final provisions

1. Amendments or additions to the contract, the acceptance of the application or these Terms and Conditions for Events should be made in writing. Unilateral changes or additions by the Organizer are invalid.
2. The place of performance and payment is the registered office of the Hotel.
3. The place of jurisdiction is exclusively the registered office of the Hotel for commercial transactions, even in case of disputes about cheques and bills of exchange. If a contracting party fulfills the requirements of Section 38 (1) of the German Code of Civil Procedure and does not have a general place of jurisdiction within Germany, the place of jurisdiction shall be the registered office of the Hotel.
4. German law shall apply.

5. We are neither willing nor obliged to participate in consumer arbitration within the meaning of the German Act on Alternative Dispute Resolution in Consumer Matters (*VSG*B).
6. Should individual provisions of these General Terms and Conditions for Events be legally ineffective or null and void, the validity of the remaining provisions remains unaffected. To the rest, the statutory regulations shall apply.

As of: 20 September 2025