

General terms and conditions for events of The Monarch Hotel GmbH

I. Scope

1. These terms and conditions apply to contracts for the rental of hotel rooms from The Monarch Hotel GmbH for accommodation as well as for all other services provided by The Monarch Hotel GmbH for the customer in this context (hotel accommodation contract).
2. The customer's terms and conditions only apply if this has been expressly agreed beforehand.

II. Conclusion of contract, obligation to inform, use

1. The contract is concluded when The Monarch Hotel GmbH accepts the customer's application (conclusion of contract).
2. The subletting or re-letting of the premises provided, the use of the hotel rooms provided for purposes other than accommodation, public invitations or other advertising measures for job interviews, sales and similar events and the use of hotel areas outside of the rented rooms for the aforementioned purposes require the prior express consent of The Monarch Hotel GmbH and can be made dependent on the payment of an additional fee. § 540 paragraph 1 sentence 2 BGB does not apply if the customer is not a consumer.

III. Services, prices, payment, offsetting

1. The customer is obligated to pay the agreed or usual prices of The Monarch Hotel for rooms provided, ordered services and other services used by him. This also applies to third-party services arranged by the customer directly or through The Monarch Hotel GmbH for the customer, for which The Monarch Hotel GmbH disburses the payment.
2. The agreed prices include the statutory sales tax applicable at the time the contract is concluded and any local taxes. Not included are local taxes that are owed by the guest according to the respective municipal law, such as visitor's tax. In the event of a change in the statutory sales tax or the introduction, change or abolition of local taxes on the service object after the conclusion of the contract, the prices will be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between the conclusion of the contract and the provision of the service exceeds four months.
3. If payment on account has been agreed, payment must be made within fourteen days of receipt of the invoice without deductions, unless otherwise agreed.
4. If an agreed advance payment is not made even after a reasonable period of grace set by the hotel has expired with the threat of rejection, the hotel is also entitled to withdraw from the contract.
5. For each reminder after default, the customer has to reimburse reminder costs of EUR 5.00 to The Monarch Hotel GmbH. The customer is free to prove that no or only significantly lower costs were incurred. In the case of customers who are not consumers, The Monarch Hotel GmbH can also assert claims under Section 288 (5) of the German Civil Code.
6. The Monarch Hotel GmbH is entitled to demand an appropriate security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the security deposit and the deadlines for the security deposit are agreed in the contract. The statutory provisions remain unaffected for package tours. The hotel reserves the right to pre-authenticate credit cards prior to arrival.
7. In justified cases, for example the customer is in arrears with payment or the extension of the Scope of the contract, The Monarch Hotel GmbH is entitled, even after the conclusion of the contract, to demand a security deposit in the sense of No. 5 above or an increase in the security deposit agreed in the contract up to the amount of the full agreed remuneration.
8. The customer can only offset or set off against a claim from The Monarch Hotel GmbH with an undisputed or legally binding claim.

IV. Withdrawal by the customer (cancellation, cancellation) / non-use

1. The customer can only withdraw from the contract concluded with The Monarch Hotel GmbH free of charge if such a right of withdrawal has been expressly agreed in the contract, if there is a statutory right to do so or if The Monarch Hotel GmbH expressly agrees to a free withdrawal. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract must be made in writing. If an appointment has been made for exercising the right of withdrawal free of charge, the customer can withdraw from the contract up until then without triggering payment or damage claims from The Monarch Hotel GmbH. The right to withdraw free of charge expires if the customer does not exercise it in writing to The Monarch Hotel GmbH by the agreed date; if the customer is a consumer, the text form is sufficient.

2. If a right to free withdrawal has not been agreed or has already expired and there is also no legal right to free withdrawal and The Monarch Hotel GmbH does not agree to a free cancellation of the contract, the provisions agreed in the main contract apply in the event of cancellation by the customer or non-use of the services. If no agreements on this are made in the main contract, The Monarch Hotel GmbH retains the right to the agreed remuneration even if the service is not used. However, The Monarch Hotel GmbH must then offset the income from renting the rooms to other parties and the expenses saved. If the rooms cannot be rented elsewhere, The Monarch Hotel GmbH can demand the contractually agreed remuneration and make a flat-rate deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for bed and breakfast and for package deals with third-party services, 70% for half-board and 60% for full-board packages. The customer is free to prove that the claims regulated in the main contract or the aforementioned claims did not arise or did not arise in the required amount.

The following cancellation periods apply to unused rooms, conference packages and other agreed services:

3. For events with fewer than 100 people:
 - a) up to 6 weeks before arrival no costs
 - b) 41 to 20 days before arrival, 60% of the agreed services
 - c) 19 to 0 days before arrival 80% of the agreed services
- 3.1 For events with more than 100 people:
 - a) up to 8 weeks before arrival no costs
 - b) 56 to 20 days before arrival, 60% of the agreed services
 - c) 19 to 0 days before arrival 80% of the agreed services
- 3.2 For events with more than 200 people and 150 rooms:
 - a) up to 180 days before arrival no costs
 - b) 179 to 71 days before arrival, 60% of the agreed services
 - c) 70 to 0 days before arrival 80% of the agreed services

4. A change/reduction in the number of participants and the rooms up to 5 working days before the event will be recognized with up to 5% of the contractually agreed amount when billing.

5. For bus groups or group bookings of 12 or more people
 - a) up to 30 days before arrival no costs
 - b) up to 15 days before arrival 30% of the booked services
 - c) up to 4 days before arrival 60% of the booked services
 - d) from the 3rd day before arrival 80% of the booked services
 - e) No shows or early departure 80% of the booked services

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5.1. The Monarch Hotel GmbH raises separate cancellation conditions at Easter, Christmas and New Year's Eve.

6. The hotel reserves the right not to pay commission to intermediaries for canceled or canceled events.

V. Withdrawal from The Monarch Hotel GmbH

1. If it has been contractually agreed that the customer can withdraw from the contract free of charge by a certain date, The Monarch Hotel GmbH is entitled to withdraw from the contract in whole or in part up to this point in time if there are inquiries from other customers about the contractually booked rooms and the customer does not waive his right of withdrawal upon request from The Monarch Hotel after setting a reasonable deadline. This applies accordingly if an option is granted, if there are other inquiries and the customer is not ready to make a firm booking after asking The Monarch Hotel GmbH with a reasonable deadline.

2. Furthermore, The Monarch Hotel GmbH is entitled to withdraw from the contract for an objectively justifiable reason, for example if • force majeure or other circumstances for which The Monarch Hotel GmbH is not responsible make it impossible to fulfill the contract; (Lack of staff, etc.) • Official or legal regulations mean that The Monarch Hotel GmbH can only provide the contractually agreed services at a cost that is 50% higher than the calculated effort and this development was not foreseeable at the time the contract was concluded and was not The Monarch Hotel GmbH is responsible; • Hotel services were booked with misleading or incorrect information or with the concealment of material contractual facts; the identity of the customer, his ability to pay or the purpose of his stay may be material to the contract; • The Monarch Hotel GmbH has reasonable grounds to assume that the use of the hotel service can jeopardize the smooth running of business, the security or the reputation of The Monarch Hotel GmbH in public, without this being within the control or organizational area of The Monarch Hotel GmbH is to be attributed; • the purpose or reason for the stay is unlawful; • there is a breach of Clause I No. 2; • an agreed security deposit or one requested in accordance with Clause III Nos. 5 and/or 6 above has not been provided even after a reasonable period of grace set by The Monarch Hotel GmbH has expired. If the objectively justifiable reason for The Monarch Hotel GmbH's withdrawal is the unavailability of the service booked by the customer, The Monarch Hotel GmbH will inform the customer of this immediately and, subject to other agreements, reimburse him for any consideration already provided.

3. The justified resignation of The Monarch Hotel GmbH does not justify the customer's claim for damages. If there is a claim for damages against the customer in the event of withdrawal by The Monarch Hotel GmbH, The Monarch Hotel GmbH can flat-rate the claim in accordance with the cancellation conditions agreed in the main contract or, in the absence of an agreement in the main contract, in accordance with Clause IV No. 2.

VI. Room provision, handover and return

1. The customer does not acquire the right to be provided specific rooms unless this has been expressly guaranteed in writing.

2. Subject to the express agreement of an earlier availability time, booked rooms are available to the customer from 3 p.m. on the agreed arrival date. Unless a later arrival time has been expressly agreed or the room in question has not been paid for in advance, The Monarch Hotel GmbH has the right to allocate booked rooms to someone else after 6 p.m. without the customer being able to derive a claim against The Monarch Hotel GmbH from this. There is no obligation on the part of The Monarch Hotel GmbH to award the room elsewhere.

3. On the agreed day of departure, the rooms must be vacated and made available to The Monarch Hotel GmbH by 11:00 a.m. at the latest. Use beyond this point in time for a time-dependent fee can be agreed with The Monarch Hotel GmbH, subject to availability.

4. If the customer uses the room after 11:00 a.m. without having previously made an express agreement with The Monarch Hotel GmbH, The Monarch Hotel GmbH can charge 50% of the agreed room rate for its contractual use until 6:00 p.m. due to the delayed vacating of the room Price for the room (excluding meals), from 6:00 p.m. 100%. This does not justify contractual claims by the customer. He is at liberty to prove that The Monarch Hotel GmbH has not incurred any or a significantly lower claim.

VII. Liability of The Monarch Hotel GmbH

1. The Monarch Hotel GmbH is liable for damage to life, limb or health for which it is responsible, in the case of guarantees that have been assumed and in the event of the intervention of other mandatory liability bases, such as innkeeper liability according to §§ 701 ff. BGB, according to the legal regulations. Furthermore, The Monarch Hotel GmbH is liable without limitation for other damages that are based on an intentional or grossly negligent breach of duty by The Monarch Hotel GmbH. The Monarch Hotel GmbH is also liable for damages that are based on an intentional or negligent breach of contractual obligations by The Monarch Hotel GmbH; in cases of slight negligence, however, liability is limited to the foreseeable, contract-typical damage. Essential contractual obligations are those obligations that make the proper execution of the contract possible and on the fulfillment of which the customer relies and may rely. A breach of duty by The Monarch Hotel GmbH is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise regulated in this Clause VII. Should disruptions or defects in the services of The Monarch Hotel GmbH occur, The Monarch Hotel GmbH will endeavor to remedy the situation if it becomes aware of it or if the customer complains immediately. The customer is obliged to do what is reasonable for him to remedy the disruption and to keep possible damage to a minimum. In addition, the customer is obliged to inform The Monarch Hotel GmbH in good time of the possibility of damage occurring.

2. The Monarch Hotel GmbH is liable to the customer for items brought in according to the statutory provisions. It is recommended to use the hotel or room safe. If the customer wants to bring money, securities and valuables with a total value of more than EUR 800.00 or other items with a total value of more than EUR 3,500.00, a separate safekeeping agreement must be made with The Monarch Hotel GmbH.

3. Items left behind by the customer will only be forwarded at the customer's request, risk and expense. The Monarch Hotel GmbH stores the items for three months; after that, they will be handed over to the local lost and found office, provided they are of recognizable value. If the lost-and-found office is not ready to take it over, the items will be kept for a further nine months and then either used or destroyed. No. 1 above applies accordingly to the liability of The Monarch Hotel GmbH.

4. If the customer is provided with a parking space in the hotel garage or in a hotel car park, even for a fee, this does not result in a custody agreement. The Monarch Hotel GmbH is not obligated to monitor. In the event of loss or damage to motor vehicles parked or maneuvered on the hotel property and their contents, The Monarch Hotel GmbH is only liable in accordance with No. 1 above. The Monarch Hotel GmbH must be notified immediately of any damage.

5. Wake-up calls are carried out by The Monarch Hotel GmbH with the utmost care. Messages, post and consignments for the guest are treated with care. The Monarch Hotel GmbH takes care of delivery, storage (in the case of consignments, however, only after prior agreement) and - on request - forwarding the same for a fee. No. 1 above applies accordingly to the liability of The Monarch Hotel GmbH.

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VIII. Miscellaneous

1. Any additional expenses due to special requests regarding modifications, additional catering, etc. will be invoiced separately. The price is € 50.00 per half hour. An increased power requirement or heavy current will be charged at € 0.19 per kilowatt hour.
2. If you are planning an evening event with musical accompaniment in our house, please note that the musical accompaniment can be provided by a DJ or a band in the hotel until midnight and in the Convention Center until 2 am. If the volume is not found to be appropriate, the hotel reserves the right to reduce it at any time. A longer playing time is not possible for reasons of disturbing the peace at night and consideration for other hotel guests.
3. GEMA costs incurred are to be borne by the organizer unless otherwise agreed.

VIII. Final Provisions

1. Changes or additions to the contract or these General Terms and Conditions must be in writing. This also applies to changes to this clause. Unilateral changes or additions by the customer are invalid.
2. The place of performance and payment in commercial transactions is the location of The Monarch Hotel GmbH.
 3. All claims against The Monarch Hotel GmbH expire one year after the start of the statutory limitation period, provided the customer is not a consumer. This does not apply to claims for damages or other claims if the latter are based on an intentional or grossly negligent breach of duty by The Monarch Hotel GmbH.
4. If the customer is a merchant, a legal entity under public law or a special fund under public law, Munich is the exclusive place of jurisdiction. However, The Monarch Hotel GmbH can also sue the customer at the customer's place of business. The same applies in each case if the customer meets the requirements of § 38 Para. 2 ZPO and does not have a general place of jurisdiction in Germany.
5. German law applies. The application of the UN sales law and the conflict of laws is excluded.
6. The Monarch Hotel GmbH does not participate in dispute settlement procedures before consumer arbitration boards. 7. Should individual provisions of the contract or these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In these cases, The Monarch Hotel GmbH and the customer are obliged to make a provision that is ineffective or void

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