

GENERAL TERMS AND CONDITIONS

for Events

Version: October 2026

Landgasthof Hotel Gentner GmbH

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– hereinafter the “Hotel” –

1. Scope of Application

1.1 These terms and conditions apply to contracts for the letting of the hotel’s event, conference and banquet rooms for the holding of events of any kind, as well as to all further services and deliveries rendered by the hotel to the customer in this connection, in particular food, beverages, technical equipment and services, as well as to the hotel rooms booked in connection with an event (event contract).

1.2 Where hotel rooms are booked in connection with an event, they form a single booking together with the event services. These terms and conditions apply to the entire booking including the rooms; the provisions on the overnight stay are contained in section 12. The customer need not observe any further terms and conditions of the hotel in addition.

1.3 The subletting or re-letting of the rooms and areas provided, as well as their use for purposes other than those agreed, require the hotel’s prior consent in text form, whereby Section 540 (1) sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer within the meaning of Section 13 BGB. Invitations to events which are addressed to the public beyond the circle of participants invited by the customer likewise require the hotel’s prior consent in text form.

1.4 General terms and conditions of the customer apply only if this has been expressly agreed in text form in advance.

1.5 Individual contractual agreements take precedence over these terms and conditions.

2. Conclusion of Contract, Contracting Parties, Basis of the Contract, Revocation, Limitation Period

2.1 The contracting parties are the hotel and the customer. The contract is concluded by the hotel’s acceptance of the customer’s offer. The hotel is free to confirm the conclusion of the contract in text form.

2.2 If a third party orders for the customer, the orderer and the customer are liable to the hotel as joint and several debtors for all obligations arising from the contract, provided that the hotel has been furnished with a corresponding declaration by the orderer in text form.

2.3 The holding of events of third parties, in particular trade fairs, congresses or other large-scale events, does not become the basis of the contract unless this has been expressly agreed in text form. The same applies in the event that the customer’s own event does not take place; the occasion and the purpose of the event form part of the customer’s risk of use.

2.4 In the case of contracts for the supply of food and beverages, as well as for further services in connection with leisure activities, a statutory right of revocation does not exist even where the contract was concluded by means of distance selling, provided that the contract stipulates a specific date or period for performance (Section 312g (2) no. 9 BGB). In all other respects, the customer’s statutory rights of revocation remain unaffected.

2.5 All claims against the hotel are as a matter of principle subject to a limitation period of one year from the statutory commencement of the limitation period. This does not apply to claims for damages and to other claims insofar as the latter are based on an intentional or grossly negligent breach of duty by the hotel.

3. Services, Prices, Payment, Set-off

3.1 The hotel is obliged to keep available the rooms and services booked by the customer and to render the agreed services.

3.2 The customer is obliged to pay the hotel's agreed or applicable prices for the provision of the rooms and for the further services used by him or by the participants. Invoicing is based on the contractually agreed services, in particular on conference packages, beverage packages, dinners according to the agreed menu scope, and the room rental fee; the prices agreed in the contract are decisive, and in all other respects the hotel's price list valid at the time. Sentence 1 also applies to services commissioned by the customer directly or through the hotel which are rendered by third parties and disbursed by the hotel.

3.3 The agreed prices are inclusive of the taxes and local levies applicable at the time of conclusion of the contract. In the event of a change to the statutory value added tax, or of the introduction, alteration or abolition of local levies on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this applies only if the period between conclusion of the contract and performance of the contract exceeds four months.

3.4 The hotel may make its consent to a subsequent reduction, requested by the customer, in the scope of services or in the duration of the event conditional upon an appropriate increase in the price for the rooms and for the hotel's other services.

3.5 Invoices of the hotel are due for payment without deduction immediately upon receipt. Where payment on account has been agreed, payment must be made without deduction within fourteen days of receipt of the invoice. In the event of default in payment, the statutory provisions apply, in particular Sections 286 and 288 BGB; if the customer is not a consumer, the lump sum under Section 288 (5) BGB applies in addition. The hotel may demand the costs necessary for the pursuit of its rights in the amount proven.

3.6 The hotel is entitled to demand from the customer, upon conclusion of the contract, an appropriate advance payment or security, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in text form in the contract.

3.7 In justified cases, for example in the event of arrears in payment on the part of the customer or of an extension of the scope of the contract, the hotel is entitled, even after conclusion of the contract and up to the commencement of the event, to demand an advance payment or security within the meaning of clause 3.6, or an increase in the advance payment or security agreed in the contract up to the full agreed remuneration. The hotel is furthermore entitled at any time to render accrued claims due by means of an interim invoice and to demand immediate payment.

3.8 The customer may set off against a claim of the hotel only with an undisputed claim or a claim established with final legal effect. The customer's statutory rights to a reduction of the price and to a right of retention remain unaffected.

3.9 The customer agrees that the invoice may be transmitted to him by electronic means.

4. Minimum Turnover, Number of Participants, Rooms, Event Times

4.1 Where conference packages with lunch are agreed, the customer owes a minimum turnover of EUR 895.00 per event day. If this amount is not reached by the services actually used, the hotel is entitled to charge the difference between the minimum turnover and the turnover actually achieved. All food and beverage services used within the scope of the event, as well as the room rental fee, shall be credited against the minimum turnover; the amount is inclusive of statutory value added tax. The customer is free to prove that no claim or a substantially lower claim has arisen for the hotel.

4.2 An increase in the agreed number of participants requires the hotel's consent in text form; the hotel may make its consent conditional upon the availability of suitable rooms and capacities. Upon consent, the increased number of participants takes the place of the number originally agreed.

4.3 The customer must notify any change in the agreed number of participants in text form without undue delay. An increase requires the hotel's consent in accordance with clause 4.2. A reduction takes the place of the number of participants agreed until then upon receipt of the notification. Invoicing is governed by section 5.

4.4 The rooms Gute Stube, Gartenstüberl, Himmelreich, Dorfstube, Gast Stube and Restaurant are available as event rooms. The seating arrangement is set up according to the agreed seating arrangement, namely classroom style, U-shape, boardroom or banquet. A claim to the provision of a specific room exists only insofar as this has been expressly agreed in text form.

4.5 If the number of participants is substantially reduced compared to the agreed number, the hotel is entitled to allocate another suitable room to the customer, insofar as this is reasonable for the customer taking account of the agreed seating arrangement and the purpose of the event. If a room is allocated for which a lower room rental fee applies, that fee shall be decisive.

4.6 A postponement of the agreed start or end times of the event requires the hotel's consent in text form. For the additional readiness to perform required of the hotel beyond the agreed period, in particular for the additional staff and operating expense, the hotel may charge an appropriate fee assessed according to the price list valid at the time; the customer is free to prove that no or substantially lower expense was incurred.

5. Withdrawal by the Customer (Cancellation), Non-Utilisation

5.1 A withdrawal by the customer from the contract concluded with the hotel is possible only if a right of withdrawal has been expressly agreed in the contract, if a statutory right of withdrawal exists, or if the hotel expressly consents to the cancellation of the contract. The declaration of withdrawal should be made in text form.

5.2 If the customer does not utilise agreed services, the hotel retains the claim to the agreed remuneration, unless a case under clause 5.5 is present. This applies uniformly to the loss of the entire event, of individual event days, of individual services, of individual rooms and of individual participants. The hotel may calculate the deduction for saved expenses as a lump sum and charges, assessed according to the time at which the notification is received by the hotel:

- a) upon receipt earlier than 42 days before the first day of the event, no remuneration; the loss is free of charge in this respect;
- b) upon receipt from the 42nd to the 29th day before the first day of the event, 50 per cent of the price of the services lost;

c) upon receipt from the 28th to the 15th day before the first day of the event, 60 per cent of the price of the services lost;

d) upon receipt from the 14th day before the first day of the event, as well as in the event of non-utilisation without prior notification, 80 per cent of the price of the services lost.

The price of the services lost is determined by the booking; it covers all services of the booking, namely conference packages, room rental fees, food, beverages, any further services booked and the hotel rooms booked in connection with the event. The minimum turnover under clause 4.1 remains unaffected. Where the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB), the rate under letter d is replaced by 70 per cent for food, beverage and package services, 90 per cent for the room rental fee and 80 per cent for the accommodation price.

5.3 The hotel must always credit the income from letting the function rooms and guest rooms otherwise and shall, upon request, inform the customer whether and to what extent such other letting has taken place. The expenses saved are already taken into account in the lump-sum calculation under clause 5.2 and are not credited twice. The customer is free to prove that the claim under clause 5.2 has not arisen or has not arisen in the amount demanded; the hotel reserves the right to assert a higher damage that has been proven.

5.4 Beyond clause 5.2, the customer has no claim to a reduction of the scope of services free of charge.

5.5 A claim under clauses 5.2 to 5.4 does not exist insofar as the rendering of the service is legally or factually impossible for the hotel, in particular on account of an official prohibition, or insofar as the hotel is responsible for the non-utilisation. Circumstances falling within the customer's sphere of risk leave the claim unaffected; these include in particular the cancellation or postponement of the customer's event, the inability of participants to attend, as well as events of force majeure outside the hotel.

6. Withdrawal by the Hotel

6.1 Where it has been agreed that the customer may withdraw from the contract free of charge within a certain period, the hotel is for its part entitled during that period to withdraw from the contract if enquiries from other customers for the contractually booked rooms are received and the customer, upon the hotel's enquiry with an appropriate period set, does not waive his right of withdrawal. This applies accordingly where an option has been granted, if other enquiries are received and the customer, upon the hotel's enquiry with an appropriate period set, is not prepared to make a firm booking.

6.2 If an advance payment or security agreed or demanded pursuant to clause 3.6 or clause 3.7 is not furnished even after the expiry of an appropriate grace period set by the hotel, the hotel is entitled to withdraw from the contract.

6.3 The hotel is furthermore entitled to withdraw from the contract extraordinarily for objectively justified cause, in particular if force majeure or other circumstances for which the hotel is not responsible render the performance of the contract impossible; if rooms or services are booked culpably with misleading or false information or with the concealment of material facts, whereby the identity of the customer, solvency or the purpose of the event may be material; if the hotel has justified cause to assume that the holding of the event may jeopardise the smooth operation of business or the safety of guests, participants or employees, without this being attributable to the hotel's sphere of control or organisation; if the purpose or the occasion of the event is unlawful; if there is a breach of clause 1.3; if the customer fails to provide the permits, notifications or proofs required under section 9 despite a request with an appropriate period set; or if the financial circumstances of the customer have deteriorated

substantially after conclusion of the contract, in particular if the customer fails to settle claims of the hotel that have fallen due or does not furnish sufficient security, if the customer has filed an application for the opening of insolvency proceedings, has submitted a statement of assets pursuant to Section 802c of the German Code of Civil Procedure (ZPO), has initiated out-of-court debt settlement proceedings or has suspended payments, or if insolvency proceedings are opened over his assets or the opening thereof is refused for lack of assets.

6.4 The hotel must inform the customer of the exercise of the withdrawal without undue delay in text form.

6.5 A justified withdrawal by the hotel does not give rise to any claim of the customer to damages. The hotel's liability under clause 10.1 remains unaffected.

6.6 The hotel is entitled to terminate the contract without notice for good cause during the ongoing event, in particular if substantial disruptions to the course of operations or a danger to guests, participants or employees emanate from the event, or if the obligations under section 9 are breached in a substantial manner and the continuation of the event is therefore unreasonable for the hotel. Insofar as this is necessary according to the nature of the breach and reasonable for the hotel, the termination must be preceded by an unsuccessful warning. In the event of a justified termination, the customer remains obliged to pay the agreed remuneration; expenses saved and income from letting otherwise must be credited, and the customer retains the right to prove that no claim or a substantially lower claim has arisen.

7. Bringing in Food and Beverages

7.1 Bringing food and beverages to events is not permitted. Exceptions require an agreement in text form. In such cases, a fee to cover overheads is charged according to the hotel's price list valid at the time.

7.2 For reasons of food hygiene, the taking away of food which has been served from buffets or dispensed openly is not permitted. Unopened beverages paid for by the customer remain unaffected hereby.

8. Technical Equipment, Facilities, Decoration

8.1 Insofar as the hotel procures technical or other equipment from third parties for the customer at the customer's instigation, it acts in its own name for the account of the customer, unless representation of the customer has been expressly agreed in text form. The customer is liable for the careful treatment and the proper return of this equipment and indemnifies the hotel against all claims of third parties arising from its provision, insofar as he is responsible for the claims.

8.2 The use of the customer's own electrical installations and devices using the hotel's electricity network requires the hotel's consent in text form. The customer is liable for faults or damage to the hotel's technical installations caused culpably by the use of these devices; no change to the statutory burden of proof to his detriment is associated herewith. The hotel may record and charge the electricity costs arising from such use according to the price list valid at the time.

8.3 The customer must ensure that the installations and devices brought in by him comply with the applicable safety requirements. The hotel is entitled to prohibit the operation of installations and devices which obviously do not meet these requirements.

8.4 The affixing of decorative, exhibition and other objects must be agreed with the hotel in advance and requires its consent. The requirements of fire protection law must be complied with; the hotel may demand proof in this regard. The objects must be affixed in such a way that

damage to the rooms and facilities is ruled out.

8.5 Decorative, exhibition and other objects brought in must be removed without undue delay after the end of the event. If the customer fails to do so, the hotel is entitled to carry out the removal and storage at the customer's expense. If the objects remain in the event room and the room cannot therefore be used otherwise, the hotel may charge an appropriate compensation for use according to the price list valid at the time for the duration of their remaining, but for no longer than seven days. In respect of all amounts under this clause, the customer is free to prove that no or substantially lower expense was incurred.

9. Obligations of the Customer, Permits, Public-Law Requirements

9.1 If musical performances or other works protected by copyright are performed or reproduced within the scope of the event, it is incumbent upon the customer to register with GEMA or the otherwise competent collecting society and to pay the remuneration incurred. The hotel may demand proof of the registration.

9.2 The customer must comply with the statutory and official provisions on closing time, as well as with the requirements of immission protection, in particular for the protection of night-time quiet. In the case of events using the outdoor area, the requirements notified by the hotel regarding volume and times of use must be observed. The hotel is entitled, in the event of a breach and after a prior warning, to limit the volume or to terminate the use of the outdoor area.

9.3 If the event requires official permits, notifications or authorisations, in particular in the case of exhibitions, commercial performances, raffles or the use of public areas, the customer must obtain these in good time at his own expense and provide proof thereof to the hotel upon request. Compliance with the official conditions is incumbent upon the customer.

9.4 In the case of events which by their nature, scope or number of participants give rise to an increased risk, the hotel may demand proof in text form of sufficient event organiser's liability insurance.

9.5 Within the scope of his event, the customer is responsible for compliance with the provisions of the law on the protection of minors, in particular when serving alcoholic beverages; the statutory obligations of the hotel and its employees remain unaffected. The hotel is entitled to refuse the serving of alcoholic beverages, in particular to visibly intoxicated persons (Section 20 no. 2 of the German Restaurants Act (GastG)). If minors participate in the event, the customer must inform the hotel in advance in text form and ensure sufficient supervision.

9.6 The use for advertising purposes of the hotel's trade mark or of images of the hotel in the customer's advertising materials or publications requires the hotel's prior consent in text form. The mere statement of the event venue, in particular in invitations, remains unaffected hereby.

9.7 The customer indemnifies the hotel against claims of third parties which are based on a breach of the obligations under this section 9, insofar as he is responsible for the breach of duty.

10. Liability of the Hotel

10.1 The hotel is liable in cases of intent or gross negligence in accordance with the statutory provisions. For slight negligence, the hotel is liable only in the event of injury to life, body or health, as well as in the event of a breach of material contractual obligations, that is, obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer regularly relies and may rely; in this case, liability is limited to the damage typical of the contract and foreseeable, unless liability arises on account of injury to life, body or health. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Should disruptions or defects in the hotel's services occur, the hotel will endeavour to provide remedy upon becoming aware thereof or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable for him in order to remedy the disruption and to keep any possible damage to a minimum.

10.2 Clause 10.1 extends to damages in addition to performance, damages in lieu of performance and the reimbursement of futile expenses, on whatever legal ground, including liability for defects, default or impossibility. Liability under the German Product Liability Act (ProdHaftG) as well as liability arising from a guarantee assumed remain unaffected.

10.3 Clauses 10.1 and 10.2 leave the hotel's liability under Sections 701 to 703 of the German Civil Code (BGB) unaffected. For participants of the event who at the same time occupy a room of the hotel, the statutory innkeeper's liability under Sections 701 et seq. BGB applies to the property brought in, in accordance with clauses 12.9 and 12.10.

10.4 Exhibition, decorative and other objects brought in by the customer remain in his custody; clause 10.3 remains unaffected in respect of property brought in by participants. No safekeeping contract is concluded by the provision of the event rooms or by the bringing of such objects into the rooms; the hotel's liability in this respect is governed by clause 10.1. If the hotel expressly assumes the safekeeping in an individual case, this requires an agreement in text form.

10.5 Insofar as parking spaces on the hotel premises are made available to the customer, the participants or their visitors, including for a charge, no safekeeping contract is thereby concluded. A claim to a specific parking space or to an available parking space exists only insofar as this has been expressly agreed in text form. In the event of the loss of or damage to motor vehicles parked or manoeuvred and their contents, the hotel is liable only in accordance with clause 10.1.

11. Liability of the Customer

11.1 The customer is liable to the hotel for damage to the building, rooms, facilities and inventory caused culpably by him, the participants of the event, their visitors, his employees or third parties commissioned by him. The costs to be reimbursed include in particular the costs of a deployment of the fire brigade, the police or a security service following an alarm triggered culpably, the costs of resetting a triggered fire alarm or sprinkler system, as well as the costs of any necessary special cleaning.

11.2 The customer indemnifies the hotel against claims of third parties which are asserted against the hotel arising from the holding of his event, insofar as the customer or the persons named in clause 11.1 are responsible for the claims.

11.3 No change to the statutory burden of proof to the customer's detriment is associated with clauses 11.1 and 11.2.

12. Overnight Stay in Connection with the Event

12.1 Booked rooms are available from 2:00 p.m. on the agreed day of arrival; there is no claim to earlier provision. A claim to the provision of specific rooms exists only insofar as this has been expressly agreed in text form.

12.2 On the agreed day of departure, the rooms must be made available vacated by 11:00 a.m. at the latest. If they are vacated later, the hotel may charge the day-room price according to the current price list for the use beyond the contractual period until 3:00 p.m.; if they are vacated after 3:00 p.m., the agreed accommodation price for one day shall apply in its place. The two amounts shall not be charged alongside one another. The customer is free to prove that no claim or a substantially lower claim to a usage fee has arisen for the hotel.

12.3 Every participant staying overnight completes the hotel's registration form as part of the check-in — at reception or at the check-in machine. By the confirmation given on the registration form he acknowledges the provisions of this section 12 for his stay. Participants without German nationality are required by law to complete a special registration form on the day of arrival and to identify themselves by means of a valid identity document (Sections 29 and 30 of the German Federal Registration Act (BMG)). The registration form must be signed in the participant's own hand; electronic registration may take the place of the handwritten signature, provided that identity is verified by means of a strong customer authentication in the course of a card-based payment carried out on the day of arrival.

12.4 A smoking ban applies in all rooms and enclosed areas of the hotel. In the event of a breach, the hotel may charge a lump sum of EUR 200.00 for the necessary special cleaning and restoration of the room; the customer retains the right to prove that no or substantially lower expense was incurred. The assertion of a higher proven expense or damage remains reserved.

12.5 The loss or misplacement of a room card must be reported to the hotel without undue delay. The hotel blocks the card concerned and issues a replacement card during the times when staff are present — Mondays to Saturdays from 6:00 a.m. to 10:00 p.m. Outside these times, as well as in the event of a malfunction of the check-in machine, the hotel shall provide access to the room as soon as this is possible and reasonable. No charge is made for replacement cards. The hotel is liable for damage in accordance with clause 10.1.

12.6 Bringing animals into the hotel and into the rooms is not permitted. Assistance dogs within the meaning of Section 12e of the German Act on Equal Opportunities for Persons with Disabilities (BGG) accompanying the entitled person are excepted. Being accompanied by an assistance dog must be notified upon booking and proved upon arrival; proof is furnished by the marking of the dog with the identifier pursuant to Annex 10 to the German Assistance Dog Ordinance (AHundV) or by the identity card for the assistance dog team. If neither of these proofs is presented, the prohibition under sentence 1 remains in place.

12.7 The hotel provides Wi-Fi access for shared use free of charge. There is no claim to any particular availability or bandwidth. Use for unlawful acts is prohibited; the customer indemnifies the hotel against claims of third parties which are based on an unlawful use of the access by him or by the participants, insofar as he is responsible for them.

12.8 The rooms may be occupied only by the number of persons stated at the time of booking. Occupancy by further persons requires the hotel's prior consent and is charged according to the price list valid at the time. Costs incurred by the hotel as a result of an event caused culpably by the participants are to be borne by the customer; these include in particular the costs of a deployment of the fire brigade, the police or a security service following an alarm triggered culpably, as well as the costs of resetting a triggered fire alarm or sprinkler system. The customer retains the right to prove that no or substantially lower costs were incurred.

12.9 The hotel is liable for the property brought in by the participants staying overnight pursuant to Sections 701 et seq. BGB. Accordingly, liability is limited to one hundred times the accommodation price for one day, but at least to EUR 600.00 and at most to EUR 3,500.00; for money, securities and valuables, the amount of EUR 800.00 takes the place of the maximum amount. The statutory limitations of liability do not apply insofar as the loss, destruction or damage is attributable to the fault of the hotel or its staff, or insofar as the items are items which the hotel has taken into safekeeping. If money, securities and valuables with a value of more than EUR 800.00, or other items with a value of more than EUR 3,500.00, are to be brought in, this requires a separate safekeeping agreement with the hotel. The hotel may refuse to take into safekeeping items which, having regard to the size and standing of the hotel, are of excessive value or scope, or which are dangerous (Section 702 (3) BGB). Vehicle keys are not taken into safekeeping.

12.10 Claims in respect of property brought in lapse if the loss, destruction or damage is not notified to the hotel without undue delay after the person concerned has become aware thereof (Section 703 BGB); this does not apply if the items were taken into safekeeping by the hotel or if the loss, destruction or damage is attributable to the fault of the hotel or its staff.

13. Final Provisions

13.1 Amendments and supplements to the contract, to the acceptance of the offer or to these terms and conditions should be made in text form. Unilateral amendments or supplements by the customer are invalid. Individual contractual agreements remain unaffected.

13.2 The place of performance and payment, as well as the exclusive place of jurisdiction — also for disputes concerning cheques and bills of exchange — is, in commercial dealings, Nuremberg (Nürnberg), Germany. If the customer satisfies the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, Nuremberg (Nürnberg), Germany shall likewise be the place of jurisdiction. Mandatory statutory places of jurisdiction, in particular in favour of consumers, remain unaffected.

13.3 The law of the Federal Republic of Germany applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. If the customer is a consumer with habitual residence in another State, the mandatory consumer protection provisions of that State remain unaffected by this choice of law (Article 6 (2) of the Rome I Regulation).

13.4 The hotel is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the German Act on Alternative Dispute Resolution in Consumer Matters (VSBG).

13.5 Should individual provisions of these terms and conditions be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. In all other respects, the statutory provisions apply.

13.6 These terms and conditions are made available in the German language and in translations. The German version is authoritative; translations serve comprehension. If a translation deviates from the German version, the German version applies, provided that the German version has been made accessible to the customer in a reasonable manner.

Nuremberg, version: October 2026
Landgasthof Hotel Gentner GmbH