

General Terms and Conditions for events

Section 1: Scope of application

- (1) These general terms and conditions apply for all contracts concluded between the Customer and the Hotel as of 1st July 2026.
- (2) These terms and conditions apply for contracts for the rental of conference, banquet and function rooms as well as all other hotel areas that have been contractually agreed upon for holding events such as banquets, seminars, conferences, exhibitions, presentations, etc., as well as for all additional services and deliveries that the Hotel provides to the Customer in connection with such events.
- (3) The subletting or transfer to third parties of the provided rooms, areas or display cabinets and invitations to interviews, sales events or similar functions require the Hotel's express authorisation in text form. Section 540 (1) Sentence 2 of the German Civil Code (BGB) shall not apply, provided that the Customer is not a consumer.
- (4) The Customer's general terms and conditions shall not apply unless expressly agreed in writing in advance.
- (5) Any agreements set out in writing in individual contracts which conflict with the general terms and conditions established below shall take precedence.

Section 2: Conclusion of contract, contracting partners, liability, statute of limitations

- (1) The contracting parties are the Hotel (Severin's Öschberghof GmbH) and the Customer. The contract is concluded when the Hotel accepts the Customer's request. The Hotel is at liberty to confirm the event booking in text form.
- (2) The Hotel shall be liable for damage resulting from injury to life, limb or health for which it is responsible. Furthermore, it shall be liable for any other damage arising from a wilful or grossly negligent breach of duty by the Hotel or from a wilful or negligent breach of the Hotel's obligations typical of the contract. A breach of duty by a legal representative or vicarious agent is deemed equivalent to a breach by the Hotel. Any further claims for damages are excluded unless otherwise provided for in Section 9. Should any faults or defects arise in the services provided by the Hotel, the Hotel will endeavour to remedy the situation as soon as it becomes aware of them or upon immediate notification by the Customer. The Customer shall contribute to rectifying the fault and minimising any potential damage to the extent that can be reasonably expected of them. Furthermore, the Customer is obliged to inform the Hotel in good time of the possibility that exceptionally high damages may arise.
- (3) The Customer's claims for damages are barred by limitation after two years from the time the Customer becomes aware of the damage at the latest or after three years from the time of the damaging event at the latest, regardless of any knowledge. This shall not apply in the case of liability for damage resulting from injury to life, limb or health as well as any other damage caused by a wilful and grossly negligent breach of duty on the part of the Hotel or one of its legal representatives or

vicarious agents.

Sections 3: Services, prices, payment, offsetting

- (1) The Hotel is obliged to provide the services ordered by the Customer and confirmed by the Hotel.
- (2) The Customer is obliged to pay the Hotel's agreed or applicable prices for these services and any others of which they make use. This also applies for any third-party services commissioned by the Customer either directly or via the Hotel, for which the Hotel has advanced the costs incurred. In particular, this also applies to claims brought by copyright collecting societies.
- (3) The agreed prices include the taxes applicable at the time the contract is concluded. If the statutory value-added tax (VAT) changes or if local taxes or charges on the service are introduced, adjusted or abolished after the contract is concluded, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion and performance of the contract exceeds 6 months.
- (4) The Hotel's invoices are due and payable immediately upon receipt without deductions. The Customer agrees that the invoice may be sent to them electronically. In the event of payment default, the Hotel is entitled to charge consumers default interest at the rate of 5 percentage points above the current basic rate of interest. In business transactions, the late payment interest rate is 9 percentage points above the current basic rate of interest. The Hotel reserves the right to claim higher damages. The Hotel may charge a reminder fee of €5.00 for each reminder sent after payment has fallen into default.
- (5) The Hotel is entitled to declare the charges incurred during the Customer's event at the hotel as due at any time by issuing an interim invoice and to require immediate payment.
- (6) The Hotel is entitled to require the Customer to make an appropriate advance payment or provide security, for example in the form of a credit card guarantee, upon conclusion of the contract. The amount of the advance payment and its due date can be agreed in the contract in text form. In the event of the Customer falling into default on payment, the statutory provisions shall apply.
- (7) In justified cases, for example if the Customer falls into default on payment or if the agreed services are extended, the Hotel is entitled, even after the contract has been concluded and up to the start of the event, to require an advance payment or security deposit as defined in Section 3.6 above or to increase the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
- (8) The Customer can only offset or reduce a claim by the Hotel with an undisputed or legally established claim.

Section 4: Withdrawal by the customer (cancellation of order/ booking)

- (1) The Customer may only withdraw from the contract concluded with the Hotel if a right of withdrawal has been expressly agreed in the contract, in the case of another legally established right of withdrawal or if the Hotel expressly agrees to the cancellation of the contract. Any agreement

regarding a right of withdrawal and any agreement to the cancellation of the contract must be made in text form.

(2) Insofar as the Hotel and the Customer have agreed on a deadline for withdrawal from the contract free of charge, the Customer may withdraw from the contract by that date without triggering any claims for payment or compensation on the part of the Hotel. The Customer's right of withdrawal expires if they do not exercise their right of withdrawal by the agreed date by notifying the Hotel.

(3) Unless otherwise agreed in writing in individual contracts, the following cancellation conditions for hotel rooms shall apply:

Cancellation conditions for 1–10 rooms:

100% of the booked rooms up to 2 weeks before arrival free of charge

Cancellation conditions for 11–70 rooms:

100% of the booked rooms up to 6 months before arrival free of charge

50% of the booked rooms up to 4 months before arrival free of charge

20% of the booked rooms up to 2 months before arrival free of charge

10% of the booked rooms up to 4 weeks before arrival free of charge

Cancellation conditions for 71–127 rooms:

100% of the booked rooms up to 12 months before arrival free of charge

50% of the booked rooms up to 9 months before arrival free of charge

20% of the booked rooms up to 6 months before arrival free of charge

10% of the booked rooms up to 8 weeks before arrival free of charge

Should booked rooms be cancelled at a later point in time and it not be possible to let the hotel rooms booked by the Customer to other guests, the Customer is obliged, on the basis of a flat-rate calculation of the expenses saved, to pay at least 90% of the contractually agreed price for accommodation without breakfast and, in the case of package deals where services provided by third parties have been agreed, 80% for bookings of accommodation with breakfast. The Customer reserves the right to prove that the Hotel has incurred no loss or only a lesser loss.

In case of failure to arrive (no show), 90% of the contractually agreed room price shall be invoiced. The cancellation conditions apply per room and night based on the agreed room rate.

(4) Unless otherwise agreed in writing in individual contracts, the following cancellation conditions shall apply (taking into consideration Section 6 (2)) for all other services not covered by the cancellation conditions of hotel rooms in Section 4 (3):

Cancellation up to 6 months before the event begins: Free of charge

Cancellation up to 8 weeks before the event begins: Billing of 50% of the agreed services

Cancellation up to 10 days before the event begins: Billing of 80% of the agreed services

Cancellation as of the 10th day before the event begins or no show: Billing of 100% of the agreed services

Where the venue is a function room at the hotel for which a minimum spend has been agreed without a room hire charge, the aforementioned scale of charges applies to the amount of the contractually agreed minimum spend.

(5) If no right of withdrawal has been agreed or has already expired, there is also no statutory right of withdrawal or termination and the Hotel does not consent to the cancellation of the contract, the Hotel reserves the right to the agreed remuneration despite the service not being used. The Hotel must offset any income from letting the rooms to other guests as well as any expenses saved. The expenses saved in each case may be calculated on a flat-rate basis in accordance with Sections 4 (3), 4 (4) and 6 (2). The Customer is entitled to prove that the claim has not arisen or has not arisen in the amount claimed. The Hotel is entitled to prove that a higher claim has arisen.

Section 5: Withdrawal by the hotel

(1) Insofar as it has been agreed that the Customer may withdraw from the contract free of charge within a set period, the Hotel is equally entitled to withdraw from the contract within this period if enquiries are received from other customers regarding the event rooms booked under the contract and the Customer, upon being asked by the Hotel and being given a reasonable period of notice, does not waive their right of withdrawal.

(2) If an advance payment or security agreed or required in accordance with Section 3 (6) and/or Section 3 (7) is not effected even after the expiry of a reasonable grace period set by the Hotel, the Hotel is also entitled to withdraw from the contract.

(3) Furthermore, the Hotel is entitled to withdraw from the contract on an extraordinary basis for objectively justified reasons, in particular if:

- a. force majeure or other circumstances beyond the Hotel's control arise which render fulfilment of the contract impossible;
- b. events or function rooms are culpably booked by providing misleading or incorrect information or by concealing material facts (material facts may include the Customer's identity, financial standing or the purpose of their stay);
- c. the Hotel has reasonable grounds to believe that the event could endanger the smooth operation of the business, the security of the Hotel or the Hotel's public reputation, provided that the cause cannot be attributed to the Hotel's own sphere of control or organisation;
- d. the purpose or occasion of the event is unlawful or
- e. there has been a breach of Section 1 (2).

- (4) The Hotel's justified withdrawal does not entitle the Customer to claim damages.

Section 6: Changes to the number of participants and the date/time of the event, minimum number of participants

- (1) Please inform us of the final number of participants no later than 10 days prior to your event. This shall serve as the basis for calculation.
- (2) The minimum number of participants is 90% of the number of participants specified in the contract per day (where an "approx." figure is stated, the absolute number stated in figures shall apply). The difference between the actual number of participants on the event days and the minimum number of participants shall be invoiced as a room hire charge.
- (3) Any increase in the number of participants of more than 5% must be notified to the Hotel at least 10 working days prior to the start of the event; it requires the Hotel's approval, which must be in text form. The final invoice shall be based on the actual number of participants, but at least 95% of the agreed increased number of participants. Should the actual number of participants be lower, the Customer has the right to reduce the agreed price by the amount of any additional expenses demonstrably saved as a result of the lower number of participants.
- (4) If the actual number of participants deviates by more than 10%, the Hotel is entitled to revise the agreed prices and substitute the confirmed rooms, unless such changes would be unreasonable for the Customer.
- (5) Should the agreed event start and finish times change and the Hotel consent to such changes, the Hotel may charge a reasonable additional fee for the resulting additional services or extended operational readiness, unless the change is attributable to the Hotel's fault.

Section 7: Bringing of own food and drinks

As a general rule, the Customer is not permitted to bring their own food and drinks to events. Exceptions require a written agreement with the Hotel. In such cases, a contribution to cover overheads shall be charged.

Section 8: Technical equipment and connections

- (1) Where the Hotel procures technical or other equipment from third parties at the Customer's request, it acts in the Customer's name, under the Customer's authority and at the Customer's expense. The Customer is liable for the careful handling and proper return of such equipment. The Customer shall indemnify the Hotel against all claims by third parties arising from the provision of this equipment.
- (2) The use of the Customer's own electrical equipment using the Hotel's electricity supply requires the Hotel's consent. Any malfunctions or damage to the Hotel's technical installations arising from the use of such equipment shall be borne by the Customer, provided the Hotel is not responsible for them.

The Hotel may document and charge a flat rate for the electricity costs incurred through such use.

- (3) With the Hotel's consent, the Customer is entitled to use their own telephone, fax and data transmission equipment. The Hotel may charge a connection fee for this.
- (4) If the connection of the Customer's own equipment results in suitable facilities available from the Hotel remaining unused, a compensation charge may be levied.
- (5) Faults in technical or other equipment provided by the Hotel will be rectified as soon as possible. Payments may not be withheld or reduced unless the Hotel is responsible for these faults.

Section 9: Loss or damage of items brought onto premises

- (1) Any exhibition items or other items, including personal belongings, brought onto the premises are kept in the event rooms or hotel at the Customer's own risk. The Hotel accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or wilful misconduct on the part of the Hotel. This shall not apply for damage resulting from injury to life, limb or health. In addition, all cases in which safekeeping constitutes a duty typical of the contract due to the circumstances of the individual case are excluded from this disclaimer of liability.
- (2) All decorative materials brought onto the premises must comply with fire safety requirements. The Hotel is entitled to request official certification to this effect. Should such certification not be provided, the Hotel is entitled to have any such materials already brought onto the premises removed at the Customer's expense. Due to the risk of possible damage, the placement and installation of items must be agreed with the Hotel in advance.
- (3) Exhibition items or other items brought onto the premises must be removed immediately after the end of the event. Should the Customer fail to do so, the Hotel may arrange for the removal and storage of the items at the Customer's expense. If items remain in the function room, the Hotel may charge a reasonable fee for the use of the room for the corresponding period.

Section 10: Customer's liability for damage

- (1) If the Customer is an entrepreneur, they shall be liable for all damage to the building or fixtures and fittings caused by event participants and visitors, employees, other third parties within the Customer's sphere of responsibility or themselves.
- (2) The Hotel may require the Customer to provide appropriate security, for example in the form of a credit card guarantee.

Section 11: Final provisions

- (1) Any amendments and supplements to this contract, the request acceptance or these General Terms and Conditions must be in text form. Unilateral amendments or supplements by the Customer are invalid.
- (2) Personal data are collected in accordance with our General Privacy Policy (<https://www.oeschberghof.com/en/general-privacy-policy>) for performance of the contract.

(3) The place of performance and payment as well as the exclusive place of jurisdiction – including for disputes over cheques and bills of exchange – in commercial transactions shall be the registered office of the Hotel or, at the Hotel's discretion, Bremen. Insofar as the Customer satisfies the requirement of Section 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the Hotel.

(4) Federal German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws provisions shall be excluded.

(5) Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In all other respects, the statutory provisions shall apply.

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