



GENERAL TERMS AND CONDITIONS FOR EVENTS

These terms and conditions apply to the provision of conference, restaurant and banqueting rooms for the organization of events by the Hotel Böhlerstern (hereinafter referred to as the hotel) and to all other related deliveries and services. They apply in the same way to other rooms, showcases, wall and other surfaces in event areas connected to the hotel. The following terms and conditions apply exclusively. The organizer's terms and conditions shall not become part of the contract, even if they have not been expressly contradicted. Separate provisions apply to accommodation services (see General Terms and Conditions for Accommodation Services).

The contractual partners are the organizer and the hotel. If the reservation is made by a third party, this party shall also become a contracting party—irrespective of an effective authorization by the organizer—and shall be jointly and severally liable with the organizer for all obligations arising from this contract. The reservation of rooms and areas, as well as the agreement of other services, shall become binding for both parties upon written confirmation by the hotel, whereby the present GTC (General Terms and Conditions) shall be the exclusive basis, which is expressly recognized by the organizer through the actual use of the respective services.

Prices:

The prices are determined according to the prices valid at the time the service is provided. All prices quoted are in EURO NET. The agreed prices are not commissionable. The price conditions offered in this offer are only valid for this event on this date! Prices & conditions are not transferable to other dates or events.

Offsetting:

All invoices of the hotel are due for payment immediately after the event, in the case of later invoicing within 10 days of the invoice date without deduction. In the event of default, § 1333 ABGB shall apply to mutual business transactions. A reminder fee may be charged in each individual case for reminders sent after default has occurred. In the case of contracts with consumers within the meaning of the Austrian Consumer Protection Act (KSchG), i.e., with persons for whom the transaction is not part of the operation of a business—whereby a business is understood to mean any independent activity organized on a permanent basis, even if it is not profit-oriented—the hotel is entitled to charge interest on arrears at a rate of 8% above the respective base interest rate in the event of default. Furthermore, for contracts with consumers, they must pay a reminder fee of EUR 25.00 for out-of-court reminders sent after default has occurred. In any case, the hotel may demand an advance deposit of an appropriate amount from the organizer. The assertion of higher damages caused by default remains unaffected by this.

If you do not place an order, we take the liberty of charging you for the time spent on this.

For subsequent invoice changes, € 50.00 net per hour will be charged for the additional work involved.

After-hours support:

A surcharge of € 57,20 net per employee and hour or part thereof will be charged for support on the booked premises after 11:00 pm.

Deposit conditions:

For booked events of **11 persons or more** an advanced payment (so-called deposit) must be paid in advance as a guarantee when the reservation is finalized.

If the deposit is not paid within 5 working days of confirmation of the reservation, the reservation will be canceled.

For event bookings/ events/ seminars: A deposit of 30% of the room rental fee must be paid.

The deposit will be offset and deducted from the final invoice.

GENERAL TERMS AND CONDITIONS FOR EVENTS

Cancellation:

If an event cannot be held for reasons for which the hotel is not responsible, the hotel shall at least retain the right to payment of the agreed fee. Any reduction in this claim is shown in the following list of claims.

The hotel's claim is currently:

Events for up to 30 people:

Up to 60 days before the start of the event	free of charge
59–30 days before the start of the event	100% of the agreed room rental and 50% of the lost food sales
Up to 14 days before the start of the event	100% of the agreed room rental and 75% of the lost food sales
Up to 10 days before the start of the event	100% of the agreed room rental and 85% of the lost food sales
From 7 days before the start of the event	100% of the agreed room rental and 100% of the lost food sales

Events for 31–50 people:

Up to 60 days before the start of the event	50% of the agreed room rental fee
Up to 45 days before the start of the event	100% of the agreed room rental and 50% of the lost food sales
Up to 30 days before the start of the event	100% of the agreed room rental and 75% of the lost food sales
Up to 10 days before the start of the event	100% of the agreed room rental and 100% of the lost food sales

Events 51 up to 100 people:

Up to 60 days before the start of the event	50% of the agreed room rental fee
Up to 45 days before the start of the event	100% of the agreed room rental and 50% of the lost food sales
Up to 30 days before the start of the event	100% of the agreed room rental and 75% of the lost food sales
Up to 10 days before the start of the event	100% of the agreed room rental and 100% of the lost food sales

Events from 101 pers+

Up to 90 days before the start of the event	free of charge
89–60 days before the start of the event	100% of the agreed room rental and 75% of the lost food sales
59–30 days before the start of the event	100% of the agreed room rental and 100% of the lost food sales

CHRISTMAS CELEBRATIONS:

Cancellations of Christmas celebration events are exempt from the standard terms and conditions. Should a Christmas celebration be canceled after January 31st of the same year, full payment (100%) will be required for all services based on the originally confirmed number of attendees. This includes event room rentals, lost food and beverage revenue, and any additional services arranged for the event. This policy is enforced because such events are typically booked one to two years in advance and cannot be resold.

Withdrawal and Cancellation:

A cancellation must be made in writing. Any deposits will be deducted from the cancellation fee. Please inform us in writing (e-mail) if you wish to cancel your reservation/event.

Cancellation free of charge in the following scenarios:

In the event of unforeseeable changes in the law due to the COVID-19 pandemic and the federal government, which no longer allow events of this type to be held to the extent of your desired number of people & type, or lockdown, or stricter event regulations or similar. If the event is postponed by the client while the location remains the same.

Information:

The event will be held in the desired setting if the Corona regulations and rules allow it at that time. Please note that the Hotel Böhlerstern strictly follows the regulations of the federal government and we ask for your understanding if changes occur on short notice. Participants must be advised not to take part in the event if they feel ill.

In the case of events for consumers within the meaning of the Austrian Consumer Protection Act (KSchG), the hotel retains at least the right to payment of the agreed event rental fee. The hotel reserves the right to provide evidence of higher damages. Special services that become useless as a result of the cancellation must be remunerated in any case.

The organizer may not bring food and drinks to the events. In special cases, a written agreement can be made. In these cases, the hotel will charge a service fee or corkage fee.

Unless otherwise agreed, the hotel is entitled to accept any consumption orders from guests at an event and to charge the organizer.

Smoking ban:

There is a general smoking ban in the entire hotel, including public areas and rooms. If this is violated in any way, we will charge a flat fee of € 200.00 and may ban you from the premises.

Offer Page 2 from 4

Registered office:

BÖHLER Immobilien GmbH & Co KG, Kendlbachstraße 11a, 8605 Kapfenberg / AUSTRIA
Seat: Kapfenberg - Leoben Regional Court, company register number FN 599725 z VAT ID No. ATU79160024

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The organizer must obtain any official permits required for the event in good time and at his own expense. He is responsible for compliance with these permits and all other public law regulations in connection with the event. Accordingly, Contractor must indemnify and hold hotel harmless. Proof that the relevant permits and conditions have been obtained and complied with must be provided to the hotel on request. If this is not done despite a request to do so, the hotel is entitled to withdraw from the contract. In this case, the relevant cancellation conditions shall apply.

As a general rule, newspaper advertisements, public invitations and sales events require the prior written consent of the hotel. If a publication is made without consent and the material interests of the hotel are thereby impaired, the hotel/restaurant has the right to withdraw from the contract.

If the rights of third parties (e.g. copyrights etc.) are affected during the event, the organizer is obliged to obtain the relevant approvals at his own expense before the event is held and to pay any fees incurred (e.g. Association for Authors, Composers and Music Publishers (AKM) fees etc.) directly. In any case, the organizer shall indemnify and hold the hotel harmless for any fees or claims for compensation by third parties.

Insofar as the hotel procures technical or other equipment from third parties for the organizer, it acts in the name and for the account of the organizer. The organizer shall be liable for the careful handling and proper return of this equipment and shall indemnify and hold the hotel harmless against all third-party claims arising from the provision of this equipment.

In order to prevent damage to walls and ceilings, the attachment of decorative material or other objects is only permitted with the written consent of the hotel. The organizer guarantees that the decoration material in particular complies with fire regulations. In case of doubt, the hotel may request the presentation of a corresponding confirmation.

The hotel shall only be liable for items brought to an event or for damage thereto in the event of liability for gross negligence.

Explicitly discussed and negotiated: If the hotel has reasonable grounds to believe that the safety or reputation of the hotel or its guests is at risk, or in the event of force majeure, the hotel may withdraw from the contract at any time without notice. This right of withdrawal applies in particular if the safety of the guests or the hotel cannot be guaranteed by the hotel due to the nature of the event, its participants or other factors. The same applies if it is feared that public safety, decency or the law (in particular the Prohibition Act) would be violated by the event or its participants.

Should any provision of the General Terms and Conditions be invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to it.

The place of fulfillment is the location of the respective hotel or restaurant. As far as legally permissible (section 14 KSchG), the place of the respective hotel or restaurant business is the exclusive place of jurisdiction. The law of the Republic of Austria shall apply exclusively, with the exception of the UN Convention on Contracts for the International Sale of Goods.

The above offer was created according to your wishes and specifications and is valid for 14 days from the date of creation. In the event of further requests, adjustments and changes to the offer, the original offer loses its validity and will be recalculated.

The organizer must notify and confirm the final guaranteed number of participants to the hotel no later than 10 working days before the date of the event. This ensures careful preparation by the hotel.

If the number of participants deviates downward from the originally announced number within 10 days before the event, a 5% goodwill discount is accepted and will not be charged.

Any further downward deviations cannot be taken into account and shall be borne by the organizer.

If the number of participants is exceeded, the actual number of participants will be charged.

The organizer requires that the hotel be informed immediately if the number of participants exceeds the originally planned number.

The organizer shall be liable for any loss or damage caused by himself, his employees, other auxiliary staff or event participants. It is the responsibility of the organizer to take out appropriate insurance. The hotel may request proof of such insurance. If the organizer does not provide proof of insurance despite the hotel's request, the hotel is entitled to withdraw from the contract. It is not permitted to apply stickers to walls or other surfaces. It is permitted to apply stickers to mirrors or glass panes.

Damage:

All damage caused by the guest or visitor to the Hotel Böhlerstern must be paid for immediately by the guest personally and will be invoiced. The hotel has the right to order repairs immediately or to have damaged property replaced or repairs carried out.

If damage during a group's stay cannot be specifically attributed to one person, the organizer will be charged for the damage caused by his group or guests.

In addition to the invoice, a processing fee of EUR 50.00 per hour will be charged for the damage incurred.

GENERAL TERMS AND CONDITIONS



WITH LOVE, CARE AND ATTENTION TO DETAIL

Hotel and Business with a feeling of Art

Hotel Böhlern Stern

Friedrich-Böhlern-Straße 13
8605 Kapfenberg

Registered office:

BÖHLER Immobilien GmbH & Co KG

Company headquarters: Kendlbachstraße 11a
8605 Kapfenberg, Austria
Company register number: FN 599725z
Commercial register court: Leoben
VAT ID No.: ATU79160024

Partner with unlimited liability:

BÖHLER Management & Service GmbH

Company headquarters: 8605 Kapfenberg, Austria
Company register number: FN 595317t
Commercial register court: Leoben

Version: January 2025