

General Terms and Conditions of CGH GmbH & Co. KG for Events

Status: 01/2026

§ 1 Scope of Application

(1) These Terms and Conditions apply to contracts for the rental use of conference, banquet and event rooms, as well as all other hotel areas contractually agreed for the purpose of holding events such as banquets, seminars, conferences, exhibitions and presentations, etc., and for all additional services and deliveries provided by the hotel to the customer in this connection.

(2) The subletting or re-letting of the rooms, spaces or display cases provided, as well as invitations to interviews, sales events or similar events, require the prior consent of the hotel in text form, whereby Section 540 para. 1 sentence 2 of the German Civil Code (BGB) shall not apply insofar as the customer is not a consumer.

(3) The customer's general terms and conditions shall apply only if this has been expressly agreed in advance.

§ 2 Conclusion of Contract, Contracting Parties, Liability, Limitation

(1) The contracting parties are the hotel (CGH GmbH & Co. KG) and the customer. The contract is concluded upon acceptance of the customer's application by the hotel. The hotel is free to confirm the booking of the event in text form.

(2) The hotel shall be liable for damages for which it is responsible for arising from injury to life, body or health. Furthermore, it shall be liable for other damages resulting from an intentional or grossly negligent breach of duty by the hotel or from an intentional or negligent breach of typical contractual obligations by the hotel. A breach of duty by a legal representative or vicarious agent of the hotel shall be equivalent to a breach of duty by the hotel. Further claims for damages are excluded unless otherwise provided in Clause 11. Should disruptions or defects occur in the hotel's services, the hotel shall endeavor to remedy them upon gaining knowledge thereof or upon the customer's immediate complaint. The customer is obliged to do what is reasonably possible to help remedy the disruption and minimize any possible damage. In addition, the customer is obliged to inform the hotel in due time of the possibility of exceptionally high damage occurring.

(3) All claims against the hotel shall generally become time-barred one year from the statutory commencement of the limitation period. This shall not apply to claims for damages or 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

(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 agreed or applicable prices of the hotel for these and any additional services used. This shall also apply to services commissioned by the customer directly or via the hotel and provided by third parties, which are advanced by the hotel. This shall also apply in particular to claims by copyright collecting societies.

(3) The agreed prices include the taxes applicable at the time the contract is concluded. In the event of changes to statutory VAT or the introduction, amendment or abolition of local charges relating to the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. In contracts with consumers, this shall apply only if the period between conclusion of the contract and performance of the contract exceeds four months.

(4) If the period between conclusion of the contract and the event exceeds four months and the price generally charged by the hotel for such services increases, the contractually agreed price may be increased appropriately, but by no more than 5%.

(5) Hotel invoices without a due date are payable in full within fourteen days of receipt of the invoice. The hotel may demand immediate payment of due claims from the customer at any time. In the event of default in payment by the customer, the statutory provisions shall apply. The hotel reserves the right to prove greater damage.

(6) The hotel is entitled to require from the customer, upon conclusion of the contract, a reasonable 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 the contract in text form. In the event of default in payment by the customer, the statutory provisions shall apply.

(7) In justified cases, for example if the customer is in arrears with payment or if the scope of the contract is extended, the hotel shall be entitled, even after conclusion of the contract and up to the start of the event, to demand an advance payment or security within the meaning of the foregoing Clause (6), or an increase in the advance payment or security agreed in the contract up to the full agreed remuneration.

(8) The customer may offset or set off against a claim of the hotel only an undisputed or legally binding claim.

(9) The customer agrees that the invoice may be transmitted electronically.

(10) A minimum turnover may be agreed for events. If this is not reached, the hotel shall be entitled to charge the difference as a room usage fee.

§ 4 Provision, Handover and Return of Hotel Rooms

(1) The customer is entitled only to the provision of hotel rooms in the booked room category, but not to the provision of specific rooms, unless this has been expressly agreed in text form.

(2) Booked rooms shall be available to the customer from 3:00 p.m. on the agreed day of arrival. There is no entitlement to earlier provision unless this has been expressly agreed in text form.

(3) The customer is obliged to vacate the rooms and make them available by noon on the agreed day of departure. In the event of delayed vacating of the room, the hotel shall be entitled to charge 50% of the list price for unauthorized continued use up to 6:00 p.m., and 90% of the list price for continued use beyond 6:00 p.m. In this case, no contractual claims of the customer to hotel services shall arise. The customer reserves the right to prove that the hotel has suffered no or significantly lower damages for use.

§ 5 Withdrawal by the Customer

(1) The customer may withdraw from the contract concluded with the hotel only if a right of withdrawal has been expressly agreed in the contract, if another statutory right of withdrawal exists, or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal and any consent to cancellation of the contract should in each case be made in text form.

(2) If a date has been agreed between the hotel and the customer up to which the customer may withdraw from the contract free of charge, the customer may withdraw until then without triggering any payment or claims for damages by the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date.

(3) The following scale shall apply for the full cancellation / withdrawal or non-use of hotel services:

Cancellation conditions for events of up to 10 suites

- Cancellation is free of charge up to 90 days before the booked date of arrival
- 50% of the contract value shall be charged up to 60 days before the booked date of arrival
- 75% of the contract value shall be charged up to 30 days before the booked date of arrival
- 90% of the contract value shall be charged less than 30 days before the booked date of arrival

Cancellation conditions for events of more than 10 rooms

- Cancellation is free of charge up to 120 days before the booked date of arrival
- 50% of the contract value shall be charged up to 90 days before the booked date of arrival
- 60% of the contract value shall be charged up to 60 days before the booked date of arrival
- 75% of the contract value shall be charged up to 30 days before the booked date of arrival
- 90% of the contract value shall be charged less than 30 days before the booked date of arrival

(4) If no right of withdrawal has been agreed or such right has already expired, and there is also no statutory right of withdrawal or termination, and if the hotel does not agree to cancellation of the contract, the hotel shall retain the claim to the agreed remuneration despite non-use of the service.

The hotel must offset income from other rental of the rooms and the expenses saved. The saved expenses may be flat-rated in accordance with Clauses 5.4, 5.5 and 5.6. The customer is free to prove that the claim did not arise or did not arise in the amount claimed. The hotel is free to prove that a higher claim has arisen.

(5) If the customer withdraws only between the 8th and 4th week before the date of the event, the hotel is entitled to charge, in addition to the agreed room rental, 35% of the lost food turnover; in the event of any later withdrawal, 70% of the food turnover.

(6) The calculation of the lost food and beverage turnover shall be based on the following formula: agreed menu price plus beverages x number of participants. If no price has yet been agreed for the menu, the least expensive 3-course menu from the current event offer shall be used as a basis.

(7) If a conference package has been agreed per participant, the hotel is entitled, in the event of withdrawal between the 8th and 4th week before the date of the event, to charge 60% and, in the event of a later withdrawal, 85% of the conference package for the agreed number of participants.

§ 6 Withdrawal by the Hotel

(1) If it has been agreed that the customer may withdraw from the contract free of charge within a certain period, the hotel is entitled, for its part, to withdraw from the contract during this period if inquiries from other customers exist regarding the contractually booked event rooms and the customer, upon inquiry by the hotel with a reasonable deadline, does not waive his right of withdrawal.

(2) If an advance payment or security agreed or demanded pursuant to Clauses 3.5 and/or 3.6 is not made even after expiry of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract.

(3) Furthermore, the hotel is entitled to withdraw extraordinarily from the contract for objectively justified reasons, in particular if:

- force majeure or other circumstances for which the hotel is not responsible make performance of the contract impossible;
- events or rooms are booked culpably under misleading or false statements or concealment of material facts; material facts may include the identity of the customer, the customer's ability to pay or the purpose of the stay;
- the hotel has justified reason to believe that the event may jeopardize the smooth operation of the business, the safety or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization;
- the purpose or occasion of the event is unlawful;
- a breach of Clause 1.2 exists.

(4) A justified withdrawal by the hotel shall not give rise to any claim for damages on the part of the customer.

§ 7 Changes to Room Allotments

(1) The hotel grants the organizer the possibility to release parts of the room allotment reserved by him within the following periods without compensation or cancellation costs being charged:

- up to 6 weeks before arrival: 15% of the contractually agreed number of rooms
- up to 2 weeks before arrival: 10% of the contractually agreed number of rooms
- less than 2 weeks and up to 7 days before arrival: 5% of the contractually agreed number of rooms (at least 1 room)

The basis for the above percentage reductions is generally the first contract signed. If the organizer releases a higher allotment than the one stated for the relevant point in time above, the hotel shall be entitled to charge for the cancelled rooms exceeding the specified percentage. In the case of allotments with an agreed release date (cut-off date), the above-mentioned release periods shall not apply to the allotment.

§ 8 Exclusive Use of the Hotel

(1) If exclusive use of the hotel or substantial parts of the hotel is agreed between the hotel and the customer (so-called “buyout” or “exclusive booking”), the agreed areas shall be available exclusively to the customer’s event during the booked period.

(2) The scope of exclusive use, in particular with regard to room allotments, event spaces, restaurant, bar, outdoor areas or other facilities, shall be determined exclusively by the written agreement between the hotel and the customer.

(3) Separate minimum turnover requirements, cancellation conditions and payment terms may be agreed for exclusive bookings.

(4) The hotel reserves the right to continue to make individual parts of the hotel that are not part of the exclusivity agreement accessible to other guests.

§ 9 Changes in the Number of Participants

(1) An increase in the number of participants by more than 5% must be communicated to the hotel no later than ten working days before the start of the event; it requires the consent of the hotel, which should be given in text form. The actual number of participants shall be used as the basis for invoicing, but at least 95% of the agreed higher number of participants.

(2) A reduction in the number of participants by more than 5% should be communicated to the hotel as early as possible, but no later than ten working days before the start of the event. The actual number of participants shall be used as the basis for invoicing, but at least 95% of the agreed number of participants. Clause 8.1 sentence 3 shall apply accordingly.

(3) If the number of participants is reduced by more than 10%, the hotel shall be entitled to change the confirmed rooms, taking into account any differing room rental, unless this is unreasonable for the customer.

(4) If the agreed start or end times of the event are postponed and the hotel agrees to such deviations, the hotel may charge appropriately for the additional readiness to perform, unless the hotel is at fault.

(5) For events continuing beyond 12:00 midnight, the hotel may, unless otherwise agreed, charge additional personnel and night surcharges from that point onward. Furthermore, the hotel may recharge employee transportation costs based on individual proof if employees must travel home after the end of public transportation operating hours.

§ 10 Bringing Food and Beverages

(1) As a rule, the customer may not bring food and beverages to events. Exceptions require an agreement with the hotel. In such cases, a charge will be made to cover overhead costs.

§ 11 Technical Equipment

(1) Insofar as the hotel procures technical or other equipment from third parties for the customer at the customer's request, it acts in the name, with the authority and on behalf of the customer. 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 such equipment.

(2) The use of the customer's own electrical systems while using the hotel's power supply requires the hotel's consent. Disturbances or damage to the hotel's technical systems caused by the use of such devices shall be borne by the customer, unless the hotel is responsible for them. The hotel may record and charge the electricity costs arising from such use at a flat rate.

(3) With the consent of the hotel, the customer is entitled to use his own telephone, telefax and data transmission facilities. The hotel may charge a connection fee for this.

(4) If suitable hotel facilities remain unused due to the connection of the customer's own systems, a compensation fee may be charged.

(5) Disruptions to technical or other equipment provided by the hotel shall be remedied as quickly as possible where feasible. Payments may not be withheld or reduced insofar as the hotel is not responsible for such disruptions.

(6) The contracting party is solely responsible for handling the formalities and settlements required for self-arranged music performances and sound systems with the responsible institutions (e.g. GEMA). The hotel shall be indemnified by the organizer against any claims by GEMA arising from unauthorized use of GEMA's rights or those of third parties, e.g. due to non-registration by the organizer.

(7) The contracting party may use the hotel's name and trademarks in connection with advertising its event only after prior coordination with the hotel.

(8) Events in outdoor areas and musical performances must comply with statutory quiet hours. The hotel reserves the right to adjust volume levels or duration accordingly.

(9) Fireworks, pyrotechnics, fog machines or open flames require the hotel's prior written consent and, where applicable, official permits.

§ 12 Loss of or Damage to Brought-In Items

(1) Exhibition items or other items brought along, including personal items, shall remain at the customer's risk in the event rooms or the hotel. The hotel assumes no liability for loss, destruction or damage, including financial losses, except in cases of gross negligence or intent on the part of the hotel. Excluded from this are damages arising from injury to life, body or health. Furthermore, all cases in which safekeeping constitutes a typical contractual obligation due to the circumstances of the individual case are excluded from this exclusion of liability.

(2) Decorative materials brought in must comply with fire safety requirements. The hotel is entitled to demand official proof thereof. If such proof is not provided, the hotel is entitled to remove materials already brought in at the customer's expense. In order to avoid possible damage, the installation and attachment of objects must be coordinated with the hotel in advance.

(3) Exhibition items or other objects brought in must be removed immediately after the end of the event. If the customer fails to do so, the hotel may remove and store them at the customer's expense. If the objects remain in the event room, the hotel may charge an appropriate usage fee for the duration of the withholding of the room.

(4) Packaging material (cartons, boxes, plastic, etc.) arising in connection with the delivery of the event by the contracting party or third parties must be disposed of by the contracting party before or after the event. If the contracting party leaves packaging material at the hotel, the hotel is entitled to dispose of it at the contracting party's expense.

§ 13 Liability of the Customer for Damages

(1) Insofar as the customer is an entrepreneur, he shall be liable for all damage to the building or inventory caused by event participants or visitors, employees, other third parties from his sphere, or by himself.

(2) The hotel may require the customer to provide an appropriate security, for example in the form of a credit card guarantee (insurance, deposits, guarantees).

(3) The customer shall be liable for all damage caused by service providers commissioned by him.

§ 14 Datenschutz

(1) The data protection provisions can be viewed at:

[Privacy Policy | Chiemgauhof Lakeside Retreat](#)

§ 15 Final Provisions

- (1) Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral amendments or additions by the customer shall be invalid.
- (2) Place of performance and payment as well as exclusive place of jurisdiction — also for disputes relating to checks and bills of exchange — shall be the hotel’s registered office for commercial transactions. If the customer fulfills the requirements of Section 38 para. 2 ZPO and has no general place of jurisdiction in Germany, the hotel’s registered office shall be the place of jurisdiction.
- (3) German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and conflict of laws rules is excluded.
- (4) Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, this shall not affect the validity of the remaining provisions. Otherwise, the statutory provisions shall apply.
- (5) In accordance with its statutory obligation, the hotel points out that the European Union has established an online platform for the out-of-court settlement of consumer disputes (“ODR platform”): <http://ec.europa.eu/consumers/odr/>. However, the hotel does not participate in dispute resolution proceedings before consumer arbitration boards.