

## General Terms and Conditions for Events at Gastwerk Hotel Hamburg

### Scope of application

- 1) The Terms and Conditions shall apply to all contracts for the letting of function rooms and conference rooms, etc. as well as to all other services and deliveries of the hotel in connection therewith.
- 2) They shall apply exclusively. Any terms and conditions of the event organizer which conflict with or differ from these Terms and Conditions will not be recognized unless this has expressly been agreed in writing.

### Conclusion of contract, parties to the contract, contractual liability

- 1) The contract will be formed by the written declaration by both parties to the contract (hotel & organizer).
- 2) If the client/person making the reservation is not the organizer himself/herself, but if the reservation is made on behalf of a third party as the organizer, the person making such reservation and the organizer shall be jointly and severally liable for all obligations arising out of the contract.

### Services, prices, payment

- 1) The hotel shall be obliged to provide the services ordered by the organizer and promised by the hotel. The allocation of rooms made in the contract for organizational reasons shall not be binding.
- 2) The client shall be obliged to pay the hotel's prices agreed for these services. This shall also apply to services relating to the event and expenses paid by the hotel to third parties.
- 3) The agreed prices include the statutory value-added tax applicable at the time in question. If there is an increase in value-added tax after conclusion of the contract, the value-added tax rate applicable at the time when the service is provided shall apply.
- 4) If the period of time between conclusion of the contract and the event exceeds four months and if the price generally charged by the hotel for such services increases between conclusion of the contract and provision of the service, the hotel may raise the contractually agreed price to a reasonable extent, but not by more than 10%. In that case, the organizer shall be entitled to rescind the contract.
- 5) Invoices made out by the hotel without specifying a due date shall be payable within 10 days of receipt of invoice without any deduction.
- 6) In the event that the organizer fails to pay even a single invoice on the due date, the hotel shall be entitled to discontinue all further and future services for the organizer if the hotel has previously reminded the organizer of such payment, setting a time-limit, and has threatened discontinuation of future services in the event of belated payment.
- 7) The hotel shall be free to accept and select credit cards each time a credit card is presented; this shall also apply if the general acceptance of credit cards is announced through notices in the hotel.
- 8) The hotel shall be entitled to demand a reasonable advance payment at any time. The amount of the advance payment and the dates for payment may be fixed unilaterally by the hotel at its reasonable

discretion unless the amount and date for payment have been agreed with the organizer.

### Changes in the number of participants/ in the services

- 1) The organizer shall be obliged to inform the hotel of the final number of participants 10 workdays prior to the date of the event at the latest. If the actual number of participants is lower than the final number notified to the hotel, such difference will not be taken into account, nor taken as a basis for invoicing. If the number of participants is larger than expected, the actual number of participants shall be taken as a basis for invoicing.
- 2) If the number of participants differs from the number of participants stipulated by contract by more than 10%, the hotel shall be entitled to fix new prices instead of the agreed prices and to change the rooms that have been confirmed.

### Re-letting/ special events

- 1) The subletting or re-letting of the rooms, areas and showcases provided shall require the prior written consent of the hotel. The same shall apply to invitations to job interviews and sales talks or similar events.

### Right of set-off and retention

- 1) The organizer may only set off against claims of the hotel if and in so far as his/her counterclaims have been recognized by declaratory judgment, if they are undisputed or if they have been recognized by the hotel.
- 2) A right of retention may only be exercised if and in so far as the hotel's claim and the organizer's counterclaim are based on the same contractual relationship.

### Rescission by the hotel

- 1) If no advance payment is made even after a reasonable period of grace given by the hotel has elapsed, the hotel shall be entitled to rescind the contract.
- 2) Furthermore, the hotel shall be entitled to rescind the contract for objectively justified reasons, for example, if:
  - force majeure or other circumstances for which the hotel is not responsible render performance of the contract impossible;
  - the organizer books events, making misleading or false statements about material facts, such as those relating to the organizer or the purpose;
  - the hotel has good reason to assume that the event will jeopardize the smooth business operation, safety or the hotel's public image without this being attributable to the hotel.
  - the organizer permits third parties to use the rented rooms without the hotel's consent.
- 3) If the hotel justifiably rescinds the contract, no claim for damages against the hotel shall arise for the benefit of the organizer.

### Rescission by the organizer

The organizer may terminate the contract in writing, with the consequence that compensation has to be paid in an amount depending on the time of cancellation.

The duty to pay compensation shall not apply in the event of cancellation up to 90 days before the agreed date of use.

In the event of compliance with a notice period of

up to 45 days before the beginning of the event: 50%  
up to 30 days before the beginning of the event: 70%  
up to 10 days before the beginning of the event: 90%

of the agreed price or the price stated in the hotel's price list for the agreed event shall be paid as compensation. However, the hotel has to deduct the income from any other event which could not have taken place without cancellation by the organizer.

If the organizer only rented rooms (without food and beverages), the compensation shall amount to 90% of the agreed price, irrespective of the time of cancellation. However, the hotel has to deduct the income from renting out the rooms concerned to other persons, if applicable.

The organizer shall always be free to prove that the hotel has incurred less damage or no damage at all.

#### **Binding nature of bookings/ reservation option**

- 1) A reservation of the rooms by the organizer shall be binding, irrespective of whether it is called a "booking" or a "reservation", unless – by way of derogation – the hotel and the organizer have agreed on an option period fixed expressly in the individual case during which the organizer may unilaterally notify the hotel whether or not a binding contract is to be concluded. If no contract is formed within the stipulated period of time, the power of disposal of the reserved rooms will automatically revert to the hotel after expiry of the time-limit; in that case, the organizer shall therefore not be entitled any more to demand that the rooms be made available to him/her.

#### **Extension of period of use, additional services**

- 1) Reserved / booked rooms will only be available to the organizer within the period of time agreed in writing; any use beyond such period shall require the express approval of the hotel.
- 2) If the agreed start and end times of the event are shifted without the prior written consent of the hotel, the hotel shall be entitled to charge additional costs for the deployment of staff and use of the rooms as well as equipment and furnishings unless the hotel is responsible for the change in the times.
- 3) If the organizer requests a change in the type of seating at short notice on the day of the event which is not in line with the previous agreement, the hotel will reserve the right to charge a rearrangement fee of €75.
- 4) In the case of events which continue beyond midnight, the fee for the service staff will be charged separately. If our employees support or carry out any work connected with setting up and taking down, we will charge a rate of €30 per person and hour or part thereof.
- 5) Each participant in the event shall pay the costs incurred in addition to the contractually agreed services such as costs of telephone, bar as well as food and beverages ordered additionally. If this rule is not complied with, the organizer and the participants in the event shall be jointly and severally liable.

#### **Licences/ GEMA/ advertising**

- 1) The organizer has to obtain all licences which may be necessary for the running of the event at his/her own

expense and comply with the public-law regulations applicable to his/her event.

- 2) The organizer must notify all music events to GEMA (German Society for Musical Performing Rights and Mechanical Reproduction Rights) in advance. The GEMA fees have to be paid by the organizer. The organizer shall indemnify the hotel fully against all claims of GEMA.
- 3) The organizer may only use the name and trademark of the hotel with the express consent of the hotel when advertising his/her event.

#### **Bringing food and beverages into the hotel/ conference technology and supply connections**

- 1) The organizer shall not be permitted to bring food and beverages to the events.
- 2) In so far as the hotel procures technical and other equipment from third parties for the organizer at the organizer's instigation, the hotel will act in the name and on behalf of the organizer; the organizer shall be obliged to handle such equipment carefully and return the same in proper condition. The organizer shall indemnify the hotel against all third-party claims arising out of the permitted use of such equipment.
- 3) Use of the organizer's own electronic equipment while using the hotel's power supply system shall require the written consent of the hotel. Any disruption or damage to the technical installations of the hotel which is caused by use of such equipment shall be at the expense of the organizer unless the hotel is responsible for the same. The hotel reserves the right to determine and charge the costs of electricity incurred on a lump-sum basis.

#### **Objects brought by the organizer**

- 1) The organizer shall guarantee that any decoration or other material brought into the hotel meets the requirements established by the fire authorities. The organizer shall prove this to the hotel upon request. Because of possible damage, the putting up and fixing of objects has to be agreed with the hotel beforehand.
- 2) The packaging material, exhibits or other objects are to be removed immediately after the end of the event. If the organizer fails to do so, the hotel may remove and store such objects at the expense of the organizer. If objects remain in the function room, the hotel may charge rent for the room in accordance with the contractual agreements for as long as the said objects remain there. It is up to the organizer to prove that less damage has occurred.

#### **Organizer's liability for any damage**

- 1) The organizer shall be liable for any damage to buildings or furnishings, fixtures and fittings caused by participants in the event or persons attending the event, employees and vicarious agents of the organizer or by himself/herself.
- 2) The organizer shall indemnify the hotel against all third-party claims based on the behaviour of the organizer, his/her employees, the participants in the event and his/her vicarious agents.
- 3) The hotel may demand provision of reasonable security from the organizer.

#### **Liability of the hotel/ statute of limitations**

- 1) No-fault liability of the hotel pursuant to Section 536 a of the German Civil Code (*BGB*) shall be excluded.
- 2) In so far as the legal provisions of Section 701 ff. of the German Civil Code (*BGB*) apply, the hotel shall be liable to the organizer for any damage to objects brought by the organizer according to such provisions. Money, securities and valuables may be

- kept in the hotel safe. The hotel recommends making use of this possibility.
- 3) As a matter of principle, the hotel shall only be liable for pecuniary losses of the organizer in the case of intent or gross negligence. Notwithstanding the foregoing, the hotel shall also be liable for simple negligence in the event of any pecuniary loss if it has culpably breached a material obligation under the contract; in that case, liability for damages shall, however, be limited to the foreseeable damage that may typically occur. Material obligations under the contract shall be obligations the fulfilment of which makes the proper performance of the contract possible at all and on the performance of which the organizer may regularly rely.
  - 4) The foregoing limitations of liability shall apply to all damage claims irrespective of their legal ground.
  - 5) All claims against the hotel will always become statute-barred after one year from commencement of the regular period of limitation depending on knowledge as defined in Section 199, Subsection 1 of the German Civil Code (*BGB*). Damage claims will become statute-barred after five years at the latest, irrespective of the knowledge of the circumstances giving rise to the claim and of the debtor. These reductions of the limitation period shall not apply to claims based on culpable injury to life, body or health or on culpable breach of material obligations under the contract or intentional or grossly negligent infringement of other duties of the hotel.

#### **Final provisions**

- 1) Changes or amendments to this contract or these Terms and Conditions for Events shall only be effective if they are made in writing. Unilateral changes or amendments by the organizer shall not be effective.
- 2) Place of performance and payment shall be the registered office of the hotel.
- 3) Exclusive place of jurisdiction, also for disputes about cheques and bills of exchange, shall be the registered office of the hotel in respect of commercial transactions. This shall also apply in the event that the organizer has no general place of jurisdiction in Germany.
- 4) German law shall apply exclusively. The application of the UN Sales Convention and of private international law shall be excluded.
- 5) Should individual provisions of these General Terms and Conditions for Events be invalid or unenforceable, the validity of the other provisions shall not be affected thereby. The invalid or unenforceable provision shall be replaced by such a valid and enforceable provision whose effects come as close as possible to the economic aim of the parties to the contract. The above provisions shall apply analogously in the event that the contract proves to be incomplete. Otherwise the legal provisions shall apply.