

General Terms and Conditions for Events at The George Hotel Hamburg

Scope of Application

1. These terms and conditions apply to all contracts regarding the rental of event and conference rooms, etc., as well as all related services and deliveries provided by the hotel.
2. They apply exclusively. Conflicting or differing terms and conditions of the organiser shall not be recognised unless expressly agreed in writing.

Conclusion of Contract, Contractual Partners, Liability

1. The contract is concluded by the written declaration of both contractual parties (hotel & organiser).
2. If the customer/orderer is not the organiser themselves, but the order is placed on behalf of a third party as organiser, the orderer shall be jointly and severally liable with the organiser for all obligations arising from the contract.

Services, Prices, Payment

1. The hotel is obliged to provide the services ordered by the organiser and confirmed by the hotel. The allocation of rooms made in the contract for organisational reasons is not binding.
2. The organiser is obliged to pay the prices agreed with the hotel for these services. This also applies to services and expenses incurred by the hotel to third parties in connection with the event.
3. The agreed prices include the applicable statutory VAT. If there is an increase in VAT after the conclusion of the contract, the VAT rate valid at the time the service is provided shall apply.
4. If the period between the conclusion of the contract and the event exceeds 4 months and the price generally charged by the hotel for such services increases between the conclusion of the contract and the provision of the service, the hotel may increase the contractually agreed price accordingly, but by no more than 10%. In this case, the organiser is entitled to withdraw from the contract.
5. Invoices from the hotel without a due date must be paid within 10 days of receipt without deduction.
6. In the event of default in payment by the organiser of even one invoice, the hotel shall be entitled to suspend all further and future services for the organiser, provided that the hotel has previously given the organiser a reminder setting a deadline and threatened to suspend future services in the event of non-payment within the deadline.

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7. The acceptance and selection of credit cards is at the hotel's discretion in each individual case when a credit card is presented, even if the general acceptance of credit cards is indicated by notices in the hotel.
8. The hotel is entitled to demand a reasonable advance payment at any time. The amount of the advance payment and the payment deadlines may be determined unilaterally by the hotel at its reasonable discretion, unless the amount and payment date have been agreed with the organiser.

Changes in Number of Participants / Services

1. The organiser is obliged to inform the hotel of the final number of participants no later than 7 working days before the date of the event. Reductions in the actual number of participants compared to the final number notified will not be taken into account and will not form the basis for billing. In the case of increases in the number of participants, billing will be based on the actual number of participants.

2) If there are deviations of more than 10% from the contractually agreed number of participants, the hotel is entitled to adjust the agreed prices and to reassign the confirmed rooms.

Subletting / Special Events

1. Subletting or further letting of the provided rooms, areas, and display cases requires the prior written consent of the hotel. The same applies to invitations to presentations, sales meetings, or similar events.

Right of Set-Off and Right of Retention

1. The organiser may only set off claims against the hotel if and to the extent that their counterclaims have been legally established, are undisputed, or have been acknowledged by the hotel.
2. A right of retention may only be exercised if and to the extent that the hotel's claim and the organiser's counterclaim arise from the same contractual relationship.

Cancellation by the Hotel

1. If the advance payment is not made even after expiry of a reasonable grace period set by the hotel, the hotel is entitled to withdraw from the contract.
2. Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, for example, if:

- force majeure or other circumstances beyond the hotel's control make it impossible to fulfil the contract;
 - events are booked under misleading or false statements of essential facts, e.g. concerning the organiser or the purpose;
 - the hotel has justified reasons to believe that the event may jeopardise the smooth running of business, safety, or the reputation of the hotel in public, without this being attributable to the hotel;
 - the organiser allows third parties to use the rented rooms without the hotel's consent.
3. If the hotel withdraws from the contract for good cause, the organiser shall have no claim for damages against the hotel.

Cancellation by the Organiser

The organiser may cancel the contract in writing, resulting in compensation to be paid depending on the timing of the cancellation.

No compensation is due if the cancellation is made up to 60 days before the agreed date of use.

The compensation amounts to:

- 50% if cancelled up to 30 days before the event starts
 - 75% if cancelled up to 8 days before the event starts
 - 90% if cancelled 7 days or less before the event starts
- of the agreed price or the price resulting from the hotel's price list for the agreed event. The hotel shall credit any revenue from a possible alternative event that would not have been possible without the organiser's cancellation. If the organiser only rented rooms (without food and beverages), the compensation shall be 90% of the agreed price regardless of the cancellation date. The hotel shall credit any revenue from any alternative rental of the respective rooms.
- The organiser is entitled to prove that the hotel has incurred less or no damage.

Binding Nature of Bookings / Reservation Options

1. A booking of rooms by the organiser is binding, regardless of whether it is referred to as a "booking" or "reservation," unless the hotel and organiser have agreed otherwise.

unless otherwise agreed in an individually expressly stipulated option period, within which the organiser may unilaterally notify whether a binding contract shall be concluded or not. If no contract is concluded within the stipulated period, the right of disposal over the reserved rooms automatically reverts to the hotel after expiry of the

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deadline; in this case, the organiser is no longer entitled to demand the provision of the rooms.

Extension of Use, Additional Services

1. Reserved / booked rooms are available to the organiser only within the agreed period in writing; use beyond this requires the express approval of the hotel.
2. If agreed start and end times of the event are postponed without prior written consent from the hotel, the hotel is entitled to charge additional costs for personnel deployment as well as for the use of rooms and equipment, unless the hotel is responsible for the changed times.
3. In the event of a last-minute change of seating arrangement requested by the organiser on the day of the event, deviating from the prior agreement, the hotel reserves the right to charge a rearrangement fee of €75.
4. For events extending beyond midnight, service staff will be billed separately. Setup and dismantling work supported or carried out by our staff will be charged at €30 per hour per person, starting from the first hour.
5. Costs arising in addition to the contractually agreed services, such as telephone, bar, and additionally ordered food and beverages, are to be paid by each event participant themselves. If this is not done, the organiser shall be jointly liable with the event participants.

Permits / GEMA / Advertising

1. The organiser must obtain all necessary permits for conducting their event at their own expense and comply with all public-law regulations applicable to their event.
2. All music events must be reported to GEMA by the organiser in advance. GEMA fees are payable by the organiser. The hotel shall be fully indemnified by the organiser regarding all claims by GEMA.
3. The organiser may only use the hotel's name and trademarks in promoting their event with the express consent of the hotel.

Bringing Food and Beverages / Conference Technology and Connections

1. The organiser is not permitted to bring food or beverages to events.
2. If the hotel procures technical or other equipment from third parties on behalf of the organiser, it acts in the name and on behalf of the organiser; the organiser is obliged to treat the equipment with care and return it in proper condition. The organiser indemnifies the hotel against all third-party claims arising from the provision of this equipment.

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3. The use of the organiser's own electronic equipment connected to the hotel's power supply requires the hotel's written consent. Any interference or damage to the hotel's technical equipment caused by using this equipment shall be borne by the organiser, unless the hotel is responsible. The hotel reserves the right to charge a flat rate for electricity costs incurred.

Items Brought by the Organiser

1. The organiser guarantees that any decorations or other materials brought comply with fire safety regulations. This must be demonstrated to the hotel upon request to be proven. Due to possible damages, the placement and attachment of items must be agreed with the hotel beforehand.
 - 2) Any packaging materials, exhibition or other items brought must be removed immediately after the event. If the organiser fails to do so, the hotel may remove and store these items at the organiser's expense. If items remain in the event room, the hotel may charge a room rental fee corresponding to the contractual agreement for the duration of their stay. The organiser retains the right to prove a lesser damage.

Liability of the Organiser for Damages

1. The organiser is liable for all damages to buildings or inventory caused by event participants or visitors, employees and vicarious agents of the organiser, or by the organiser themselves.
2. The organiser indemnifies the hotel against all third-party claims arising from the conduct of the organiser, their employees, event participants, and vicarious agents.
3. The hotel may require the organiser to provide appropriate security.

Liability of the Hotel / Limitation Period

1. The hotel's strict liability according to Section 536a of the German Civil Code (BGB) is excluded.
2. To the extent that Sections 701 et seq. of the BGB apply, the hotel is liable to the organiser for damages to items brought by the organiser in accordance with these provisions. Money, securities and valuables can be stored in the hotel safe. The hotel recommends making use of this option.
3. The hotel is generally only liable for financial losses of the organiser in cases of intent or gross negligence. In deviation, the hotel is also liable for simple negligence in cases of financial loss if it culpably breaches a material contractual obligation; however, in such cases, liability for damages is limited to foreseeable, typically occurring damage. Material contractual obligations

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are those whose fulfilment enables the proper execution of the contract in the first place and on which the organiser regularly relies.

4. The above limitations of liability apply to all claims for damages regardless of their legal basis.
5. All claims against the hotel generally become statute-barred after one year from the start of the regular limitation period according to Section 199(1) BGB, dependent on knowledge. Claims for damages become statute-barred in five years, regardless of knowledge of the circumstances giving rise to the claim and the debtor. These limitation periods do not apply to claims based on culpable injury to life, body, or health, or on material contractual obligations or intentional or grossly negligent breaches of other duties by the hotel.

Final Provisions

1. Amendments or supplements to the contract or these general terms and conditions for events are only effective if made in writing. Unilateral changes or supplements by the organiser are invalid.
2. Place of fulfilment and payment is the registered office of the hotel.
3. The exclusive place of jurisdiction, including for cheque and bill of exchange disputes, is the registered office of the hotel in commercial transactions. This also applies if the organiser has no general place of jurisdiction in Germany.
4. German law exclusively applies. The application of the UN Sales Convention (CISG) and the rules of private international law is excluded.
5. Should individual provisions of these General Terms and Conditions for Events be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

The invalidity or unenforceability of any provision shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects most closely approximate the economic purpose of the original provision. The foregoing provisions shall apply accordingly in the event that the contract is found to be incomplete. Otherwise, the statutory provisions shall apply.

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