



General Terms and Conditions (GTC) of the Elysée Hotel AG Hamburg

Part I – General provisions

1. Scope

1.1 These General Terms and Conditions apply to all contracts for hotel rooms for accommodation, events of any kind and all related services provided by the hotel.

1.2 The subletting or re-letting, the use of the premises for job interviews, sales, political or similar events, and the use of rooms for purposes other than accommodation require the prior written consent of the hotel.

1.3 The customer's terms and conditions shall only apply if this has been expressly agreed in writing in advance.

2. Conclusion of a contract, contracting partners

2.1 The contract is concluded upon acceptance of the customer's application by the hotel. All offers made by the hotel are subject to change until confirmed by the hotel, whereby confirmation must be made in writing for events.

2.2 The contracting parties are the hotel and the customer. If a third party has made a booking for the customer (as a guest) or the customer has made a booking for a third party (as a guest), the third party and the customer shall be jointly and severally liable to the hotel for all obligations arising from the contract, provided that the hotel has received a corresponding declaration from the third party. The customer is liable for any services provided by the hotel to third parties (as guests) insofar as they relate to the contractually agreed services, unless the nature or scope of the services used is so unusual that approval by the customer must be deemed obviously excluded.

2.3 If the customer has been granted the right for an agreed option period to make a binding booking for the optional services with priority over third parties, the hotel may request the customer to exercise the option (binding booking) if the optional services are requested by a third party. The option right shall expire if the customer does not immediately declare that they wish to book the optional services.

3. Prices

3.1 All prices are quoted in EUR and include the applicable rate of VAT. The prices shall be adjusted accordingly in the event of changes to VAT, the introduction, modification or abolition of taxes on the subject matter of the service prior to the date of performance.

3.2 If a period of over 4 months expires between the conclusion of the contract and the time of performance, and the price generally charged by the hotel for the service increases, the hotel may raise the agreed price appropriately, but by no more than 5%.

3.3 Bookings made by a customer for a third party as the end customer may only be passed on to the end customer at the prices agreed with the hotel; increases or surcharges are not permitted.

3.4 The hotel reserves the right to request advance payment and/or a reasonable security deposit; further details will be specified in the contract to be concluded.

3.5 If the total amount for services already provided by the hotel exceeds €250.00 or if services are used for a period of more than one week, the hotel may issue interim invoices for the amounts incurred.

4. Withdrawal by the customer (cancellation, non-utilisation/no show)

4.1 Cancellation by the customer requires the written consent of the hotel. If consent is not given, the agreed price must still be paid even if the customer does not make use of the contractual



services. This shall not apply in the event of a breach of the hotel's obligation to consider the rights, legal interests and interests of the customer, if the customer cannot reasonably be expected to comply with the contract or if the customer is otherwise entitled to a statutory or contractual right of withdrawal. If the customer does not use the rooms, the hotel must credit the income from renting the rooms to other guests and the costs saved. The specific cancellation conditions are specified in the contract concluded. The customer may prove that the hotel incurred no or lesser damage regarding the cancellation fees charged therein.

4.2 If no names for the occupancy of the individual rooms have been provided 14 days prior to arrival, the hotel may cancel the rooms and release them for sale.

5. Cancellation of the hotel reservation

5.1 If a right of withdrawal for the customer free of charge within a certain period of time has been agreed in writing, the hotel is entitled to withdraw from the contract during this period if other customers request the booked rooms or event spaces and the customer does not waive his right of withdrawal upon request from the hotel.

5.2 If an agreed advance payment is not made, the hotel is also entitled to withdraw from the contract.

5.3 Furthermore, the hotel may withdraw from the contract if performance is impossible due to force majeure or other circumstances beyond the hotel's control, and in the case of bookings made under misleading or false statements of material facts, e.g. the customer, the purpose of the event, failure to provide unsolicited information about a political or extremist or other background which, in the reasonable opinion of the hotel, may damage the hotel's public image; if there are reasonable grounds to believe that a hotel stay or an event may jeopardise the smooth running of the business, without this being attributable to the control or organisational sphere of the hotel; in the event of unauthorised subletting.

5.4 The provisions shall also apply separately to individual bookings made by individual guests of the customer from a room contingent or in any other connection with the customer's booking.

5.5 The customer shall not be entitled to claim damages in the event of a justified withdrawal.

6. Liability of the hotel

6.1 The hotel shall be liable with the diligence of a prudent enterprise for its obligations arising from the contract. Claims for damages by the customer are excluded. This does not include (a) damage resulting from injury to life, limb or health or breach of primary contractual obligations if the hotel is responsible for the breach of duty, (b) other damage caused intentionally or through gross negligence on the part of the hotel. A breach of duty by the hotel is equivalent to a breach of duty by a legal representative or vicarious agent.

6.2 In the event of disruptions or deficiencies in the hotel's services, the hotel will endeavour to remedy the deficiencies upon becoming aware of such or immediately upon a complaint received from the customer. The customer shall use its best efforts to remedy the fault and to minimise any damage.

6.3 If the customer is provided with a parking space in the hotel garage or on a hotel car park, even for a fee, this does not constitute a safekeeping contract and no surveillance is provided. The hotel is not liable for loss of or damage to motor vehicles parked or manoeuvred on the hotel premises and the vehicle contents, except in cases of intent or gross negligence. Part I no. 7.1 (2) to (4) shall apply accordingly.

7. Rebooking

7.1 If the hotel, for whatever reason, is unable to provide the number and type of rooms and/or event rooms already booked, the hotel reserves the right to accommodate the customer, group or event in another hotel of the same category in the vicinity.



7.2 The hotel also reserves the right to rebook booked event rooms within the hotel to equivalent rooms with similar capacity.

8. Renovation work

The hotel would like to inform guests that renovation work may be carried out in parts of the hotel and in the surrounding area. Hotel operations will continue uninterrupted in the areas of the hotel that are unaffected by the renovation work. The hotel will take all the necessary precautions to ensure that hotel guests are not inconvenienced by the renovation work. The liability provisions in Section 6 shall apply accordingly.

9. Force majeure

"Force majeure" shall release both parties, the customer and the hotel from their contractual obligations under this agreement. Force majeure includes war, occupation, riots, strikes, a total breakdown of supply facilities, complete cessation of air traffic (except due to weather conditions or strikes), but only if the hotel and its operations are directly affected by such events.

10. Miscellaneous

10.1 The place of performance and payment is the registered office of the hotel. The exclusive place of jurisdiction for commercial transactions and if a contractual partner fulfils the requirements of § 38 (2) ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.

10.2 German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and conflict of law provisions. Should any individual provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

10.3 The European Commission provides a platform for online dispute resolution (ODR): <https://ec.europa.eu/consumers/odr> The hotel is neither obliged nor willing to participate in a conciliation procedure in accordance with the VSBG (German Consumer Dispute Resolution Act).

Part II – Additional terms and conditions for hotel rooms

11. Provision, handover and return of rooms

11.1 The customer shall acquire no right to the provision of specific rooms. Booked rooms are available to the customer from 2.00 pm on the agreed date of arrival. Reserved rooms will be held until at least 6.00 pm on the agreed date of arrival. The hotel may allocate the reserved room to another guest if the customer or guest does not arrive by 6.00 pm and has not notified the hotel of a later arrival time.

11.2 The rooms must be vacated and made available to the hotel by 12 noon at the latest on the agreed date of departure. In the event of late departure, the hotel may charge 50% of the full accommodation price (list price) for use exceeding the contract until 6.00 pm, and 100% after 6.00 pm. No contractual claims on the part of the customer shall arise. The customer is entitled to prove that the hotel has no or a significantly lower claim to a usage fee.

11.3 If a room contingent has been agreed, the booking of the rooms included therein is generally binding. Both contracting parties may reduce the agreed number of rooms or cancel the agreement by issuing written notice to the other party by the agreed call-off date.

12. Liability of the hotel

12.1 The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions, (up to 100x the room price), up to a maximum of €3,500 and for money,



securities and valuables up to €800. Money, securities and valuables may be stored in the hotel safe up to a maximum value of €20,000 or in the room safe up to a maximum value of €5,113. The hotel recommends that you take advantage of this option. Liability claims shall lapse if the customer fails to notify the hotel immediately upon becoming aware of any loss, destruction or damage (§ 703 BGB (German Civil Code)). Part I no. 6.1 (2) to (4) shall apply accordingly.

12.2 Wake-up calls will be carried out by the hotel with the utmost care. Messages, mail and goods deliveries for guests will be handled with the due care and attention. The hotel will take care of the delivery, storage and, if requested, forwarding of such items for a fee. The hotel accepts no liability in this respect; Part I No. 6.1 (2) to (4) shall apply accordingly.

Part III – Additional conditions for events

13. Equipment, suitability

The contractually agreed condition of the event rooms is based on the condition of and facilities in the rooms on the date the contract is signed. No guarantees are provided regarding the suitability for a specific event.

14. Changes to the event time and number of participants

14.1 If the agreed start or end times of the event are changed and the hotel agrees to these deviations, the hotel may charge an appropriate amount for the additional services, unless the hotel is at fault.

14.2 The final number (guaranteed number) of participants is contractually fixed and must therefore be strictly observed. The number may be reduced to the guaranteed number up to three working days before the start of the event. If the number of participants falls below the guaranteed number, the organiser shall bear the costs for the absent guaranteed participants.

14.3 If the number of participants exceeds the guaranteed number, the organiser shall notify the additional participants no later than three working days before the event. The hotel cannot guarantee the careful handling of the event if this time frame is not observed.

If the hotel is not notified of a higher guaranteed number three working days prior to the event, the number stated in the order will automatically be considered the guaranteed number.

15. Bringing of food and drinks, advertising/publications

15.1 The customer is not permitted to bring food to events in the hotel. Exceptions require a written agreement with the hotel. In such cases, an amount will be charged to cover overhead costs.

15.2 For beverages of any kind consumed in the hotel, only the beverages and services of the hotel shall be used. However, if guests wish to serve their own beverages, which requires the written consent of the hotel, a 'corkage' fee shall be payable, which will generally amount to 50% of the hotel's sale price for the same beverages, unless otherwise agreed in writing.

15.3 Any publications by the customer that mention the venue require the written consent of the hotel.

16. Technical facilities and connections, equipment

16.1 Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's request, it shall act in the name, on behalf and for the account of the customer. The customer is responsible for taking good care of the equipment and returning it in good condition. The customer shall indemnify the hotel against all claims by third parties arising from the provision of such facilities.

16.2 The use of the customer's own electrical equipment connected to the power supply of the hotel shall require the written consent of the hotel. Any malfunctions or damage to the hotel's technical equipment caused by the use of these devices shall be borne by the customer, unless the hotel is



liable for such malfunctions or damage. The hotel may charge a flat rate for the electricity costs incurred through use.

16.3 The customer guarantees the hotel that any equipment and decorative items brought into the hotel by him pose no danger to the legal interests of the hotel or third parties, and that all the relevant public regulations, in particular fire regulations, are observed. The customer will be liable for any damage incurred in this connection and shall indemnify the hotel against any claims by third parties.

16.4 Faults in or disruptions to technical or other equipment and facilities provided by the hotel will be rectified immediately wherever possible. Payments cannot be withheld or reduced if the hotel is not liable for such faults or disruptions.

17. Loss or damage to items brought into the hotel, financial losses

Any exhibition items or other items, including personal property, brought into the event rooms or the hotel by the customer are 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 intent on the part of the hotel. In addition, all cases in which safekeeping constitutes a contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.

18. Delivery of event materials, clearing of event rooms

18.1 Deliveries of event materials should be delivered to the hotel no earlier than three working days before the event. Deliveries must be made stating the name of the event, the event venue and the date of the event. Earlier deliveries require approval by the hotel and additional storage costs may apply. The hotel's goods receiving department is open from Monday to Friday from 8.00 am to 2.00 pm.

18.2 Deliveries may be made in full to the event venue on the day of the event; distribution and allocation will be carried out by the organiser.

18.3 All exhibition items or other objects brought to the event by the organiser or participants and the packaging of such must be removed by the organiser immediately after the end of the event and restored to their original condition. Should the organiser fail to comply with his obligation to clear the premises immediately, the hotel may remove and store the items at the organiser's expense.

18.4 Collections of materials must be commissioned and paid by the organiser; this should take place no later than three working days after the event. Any other arrangements must be agreed with the hotel and made in writing.

18.5 The customer shall ensure that waste is disposed of in accordance with the relevant legislation. The hotel reserves the right to charge the customer for the actual disposal costs of any waste left behind and any special cleaning of the rooms required as a result.

18.6 Items left behind that are not collected by the organiser or for which no special agreement has been made may be disposed of by the hotel at the customer's expense after a clearance period of 14 days set by the hotel.

19. Live entertainment, music, other sources of noise

The hotel house rules allow a maximum noise level of 90 dB within the event rooms. (85dB without bass; the windows and doors of the event room must remain closed). The organiser must comply with this and shall adjust the volume if requested by the hotel staff. Should the organiser fail to comply with the hotel house rules, the hotel shall be entitled to transfer any fines to the organiser or to exercise its house rules and cancel the event.