east Hotel & Restaurant GmbH
(Hereinafter called "east")
Simon-von-Utrecht-Straße 31
20359 Hamburg
Tel: +49 (0)40-309930 Fax: +49 (0)40-30993200
E-Mail: info@east-hamburg.de

General Terms and Conditions of Trade
for the east Hotel & Restaurant GmbH
(east Hotel & Restaurant, Coast by east, Sansibar Wine)

§1 Application

1. These General Terms and Conditions apply to contracts for the rental of restaurant, hotel rooms, hotel conference, banqueting and function rooms as well as for all further services and deliveries by the east in connection herewith.
2. The subletting of the hotel rooms, function rooms, areas or cupboards provided as well as the use of the rented premises and areas for job interviews, sales and similar functions is generally not permitted and requires the prior written consent of the east.
3. The customer's Terms of condition shall apply only if these are previously explicitly agreed in written form.

§2 Conclusion of contract, parties, statue of limitations

1. Offers from the east are always non-binding.
2. The contract becomes effective upon acceptance and written confirmation of the east.
   All agreements have to be in written form.
3. An agreement with respect to products and services is only binding upon the east, when the agreement has been confirmed in written form by both sides.
4. The parties to the contract are the east and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-à-vis the east for any obligations arising expenses from the east contract as joint and several debtor together with the customer, insofar as the east has a corresponding statement by the third party.
5. The east is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from death, injury to body or health and the east is responsible for the breach of the obligation, other damage which is caused by an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the east which are typical for the contract. A breach of obligation of the east is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. Should disruptions or defects in the performance of the east occur, the east shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum.
6. Any claims against the east shall generally be time-barred 1 year after the commencement of the general statue of limitations period. Damage claims shall be time-barred after 5 years, independent of knowledge. The reduction of the statue of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the east.
7. With signing of the agreement you approve that your data will be used for sending east information. We do not pass your personal data to third parties. The receipt of this information can be stopped anytime for the future under sales@east-hamburg.de.

§3 Invoices, deposits, accomplishments, fees and allowance

1. The customer is obliged to pay the current or agreed prices of the east for all services he has made use of. This also applies to services and expenses that he requests the east to make over against third parties.
2. The agreed prices include the current VAT of 19% at the appropriate rate according to law and 7% VAT for room reservations. Any subsequent increases of VAT or other taxes are to be borne by the customer. Should the period between the agreement of the contract and its fulfilment exceed 4 months, and should the price calculated by the east for these services rise, then the contractually agreed price may be increased proportionally by the east.
3. Invoices of the east without a payment date are payable in full within 10 calendar days of receipt. The east is entitled to demand payments outstanding at any time, and to require immediate payment. In the event of delay in payment, the east is entitled to demand the appropriate legal late payment interest of 8% above the current basic interest rate or 5% above the basic interest rate in the case of legal transactions involving the customer. The east reserves the right to provide evidence of entitlement to a higher claim to damages.
4. Delay of payment with only one invoice authorizes the east to cease all further and future services for the customer. Precondition for ceasing all services is the sending of dunning letters with terms and possible results.

5. If the deposit, which is callable prior of the event, is not paid, the east is entitled to refuse the accomplishment and to claim for compensation for the hitherto existing damage.
6. Deposits: Up to a total sum (gross) of EUR 2500,00 a credit card number with expiry date must be declared till 7 days prior to the beginning of the event. The hotel is authorised to check the validity of the credit card and to reserve the amount due. For events with a total sum of more than EUR 2500,00, 80% of the agreed respectively expected revenue shall be transferred by down payment invoice to the east's bank account till 25 days prior to the beginning of the event at the latest. Validity of transfer is deciding.
   If 21 days prior to the date of arrival no deposit has been received, the rooms will be released to free sales again. All rooms which could not be sold elsewhere are due to a cancellation fee of 80%.
7. The hotel reserves the right to charge a deposit of 100% for companies domiciled in a foreign country.
8. Basically, invoices shall be paid cash or via credit card at once. The east is entitled to refuse currencies, cheques or credit cards. Vouchers from travel agencies will only be accepted, if a credit agreement with the travel agency exists and if a deposit was made. A reimbursement of non-used accomplishments or vouchers is excluded.
9. Confirmation: The customer is urged to confirm a paid bill with his signature for individual invoices. Without signature, the non-signed invoice can serve to the east as basic without right of objection.
10. Deposits for weddings: Up to a total sum (gross) of EUR 2.500,00 a credit card number with expiry date must be declared till 7 days prior to the beginning of the event. The hotel is authorised to check the validity of the credit card and to reserve the amount due. For events with the total sum of more than EURO 2.500,00, 80% of the agreed respectively expected revenue shall be transferred by down payment invoice to the east's bank account till 180 days (or with less than 180 days directly after signing of the contract) prior to the beginning of the event at the latest. Validity of transfer is deciding.
11. Invoices can be send electronic (via email; PDF) or by mail.
12. The east is paying commission for all bookings made by a registered agent. Commission is only paid on rates which are stated as commissionable by the east in advance. Commissions paid to travel agents are to be negotiated in advance and are paid on the room rate excl. breakfast/meals, tax and service charges. Payments are made directly by the east or via WPS, a special provider.

§4 GEMA (Society for Musical Performing and Mechanical Reproduction Rights)

1. All events subject to GEMA fees (dutiable in Germany) shall be registered by the customer with GEMA in advance. All GEMA fees are to be borne by the customer. The customer shall exempt the east from all claims asserted by GEMA.

§5 Use of motives for film and photographic recordings

1. Commercial film and photographic recordings, recordings for public display of broadcast and recordings not exclusively for private purposes require the prior written consent of the east and are subject to costs. The precise conditions are to be regulated in a separate contract for the right to use the east's motives.

§6 Cancellations, numbers of guests and rescission

1. The customer shall terminate the contract in written form. Depending on the time of termination, the customer may be subject to pay variable levels of compensation.
2. Reservations, which are authorised by the customer, are binding for both contracting parties. In case of a cancellation, the customer has to pay following compensations:

   Customers are not subject to any cancellation fee, should they terminate a booking giving 90 days or more notice prior to the agreed date of use or date of the event.

   Bookings cancelled 45 days before an event is due to take place, are subject to a fee of 50% of the rental price agreed or indicated in the price list or of the anticipated turnover.

   Bookings cancelled 30 days before an event is due to take place, are subject to a fee of 70% of the rental price agreed or indicated in the price list or of the anticipated turnover.

   Bookings cancelled 10 days before an event is due to take place, are subject to a fee of 90% of the rental price agreed or indicated in the price list or of the anticipated turnover.

3. **Cancellation policy and extraordinary compensation agreements regarding weddings, dance events as well as events and reservations during trade fairs and public events in the city of Hamburg**

   Customers are not subject to any cancellation fee, should they terminate a booking giving 180 days or more notice prior to the agreed date of use or date of the event.

   Bookings cancelled 150 days before an event is due to take place, are subject to a fee of 50% of the rental price agreed or indicated in the price list or of the anticipated turnover.

   Bookings cancelled 120 days before an event is due to take place, are subject to a fee of 70% of the rental price agreed or indicated in the price list or of the anticipated turnover.

Bookings cancelled 90 days before an event is due to take place, are subject to a fee of 90% of the rental price agreed or indicated in the price list or of the anticipated turnover.

4. For events, in which food and/or beverages are served, the customer shall make a binding commitment to the east with regards to the number of guests and the choice of food at least 14 days before the event.
5. In case of the actual number of guests exceeding initially indicated numbers by more than 20%, the east reserves the right to amend the sequence of food and/or the prices agreed. A reduction in the number of guests can be taken into account as follows:
   Between 10 to 5 days before the event, a reduction of up to 20% of the number of guests booked can be accepted without penalty; from 4 to 2 days before the event, a reduction of up to 10% of the number of guests booked can be accepted without penalty; cancellations that take place a day before the event can no longer be taken into consideration.
6. Should the number of guests increase, the actual number of guests is used as the basis.
7. Furthermore, the east is also entitled to withdraw from the contract, when this is held to be justified by prevailing circumstances, such as for example:
   - by force majeure or any other circumstances, for which the east cannot be held responsible, which make it not possible to perform the contract.
   - events booked under misleading or incorrect details of substance, e.g. relating to the customer or the purpose of the event;
   - when the incentive for the event indicated to the east gives reason to assume, that the nature of the event itself could jeopardize the smooth running of the event, security, or the public image of the east, without this necessarily being attributable to either the domain or organizational sphere of the east.
8. The east shall inform the customer of their power to exercise their right of withdrawal without delay.
9. The customer is not entitled to claim damages from the east except in case of wilful intent or gross negligence on behalf of the east.
10. Cancellation fees are only incurred, if event facilities as well as any services can no longer be successfully offered elsewhere.

§7 Cancellation and automatic release of hotel rooms

1. The east guarantees to hold definite reserved rooms, even after 6.00 p.m., should guests not arrive, 80% of the confirmed price will be charged.
2. Cancellation policy for definite reservations and allotments:

   1-5 hotel rooms
   The reserved rooms can be cancelled till 2.00 p.m. Later than this term, 80% of the room rate will be charged.

   6-25 hotel rooms
   Up to 30 days prior to the group arrival, the reserved rooms can be cancelled without penalty. 15-29 days prior to arrival, 20% of the reserved rooms can be cancelled without fee. For each further room cancelled, 80% of the confirmed rate will be charged. 5-14 days prior to arrival, a cancellation of 10% of the reserved rooms is accepted at most. For each further room cancelled, 80% of the confirmed rate will be charged. 0-4 days prior to arrival, cancellations are not accepted. For each cancelled room 80% of the guaranteed rate will be charged.

   26-50 hotel rooms
   Up to 45 days prior to the group arrival, the reserved rooms can be cancelled without penalty. 30-44 days prior to arrival, 20% of the reserved rooms can be cancelled without fee. For each further room cancelled, 80% of the confirmed rate will be charged. 10-29 days prior to arrival, a cancellation of 10% of the reserved rooms is accepted at most. For each further room cancelled, 80% of the confirmed rate will be charged. 0-9 days prior to arrival, cancellations are not accepted. For each cancelled room 80% of the guaranteed rate will be charged.

   51 and more hotel rooms
   Up to 90 days prior to the group arrival, the reserved rooms can be cancelled without penalty. 30-89 days prior to arrival, 20% of the reserved rooms can be cancelled without fee. For each further room cancelled, 80% of the confirmed rate will be charged. 15-29 days prior to arrival, a cancellation of 10% of the reserved rooms is accepted at most. For each further room cancelled, 80% of the confirmed rate will be charged. 0-14 days prior to arrival, cancellations are not accepted. For each cancelled room 80% of the guaranteed rate will be charged.

   Cancellation fees are only incurred, if the rooms are not successfully sold elsewhere.

3. Allotments, which are picked up individually, are subject to following automatic release conditions:

   1-20 hotel rooms
   60 days prior to arrival, 50% of the non-picked up rooms expire.
   30 days prior to arrival, 50% of the remaining non-picked up rooms expires.
   14 days prior to arrival, all remaining non-picked up rooms are released.

The east guarantees to hold definite reserved rooms from allotment, even after 6.00 p.m., should guests not arrive, 80% of the confirmed price will be invoiced. The rooms can be cancelled till 7 days prior to arrival. After this time, a cancellation fee of 80% of the room rate will be charged.

21 and more hotel rooms
The east reserves its right to make all agreements about automatic release and cancellation policies of an allotment with each customer on individual request.

4. **Cancellation policy and extraordinary compensation agreements regarding weddings, dance events as well as events and reservations during trade fairs and public events in the city of Hamburg**

   The east guarantees to hold definite reserved rooms, even after 6.00 p.m., should guests not arrive, 80% of the confirmed price will be invoiced.

   Cancellation policy for definite reservations and allotments:

   1 hotel room
   The reserved rooms can be cancelled till 2.00 p.m. Later than this term, 80% of the room rate will be charged.

   2-5 hotel rooms
   The reserved rooms can be cancelled till 4 days prior arrival. Later than this term, 80% of the room rate will be charged.

   6 -25 hotel rooms
   Up to 120 days prior to the group arrival, the reserved rooms can be cancelled without penalty.
   90-119 days prior to arrival, 20% of the reserved rooms can be cancelled without fee. For each further room cancelled, 80% of the confirmed rate will be charged. 60-89 days prior to arrival, a cancellation of 10% of the reserved rooms is accepted at most. For each further room cancelled, 80% of the confirmed rate will be charged. 0-59 days prior to arrival, cancellations are not accepted. For each cancelled room 80% of the guaranteed rate will be charged.

   26 – 50 hotel rooms
   Up to 120 days prior to the group arrival, the reserved rooms can be cancelled without penalty.
   120-149 days prior to arrival, 20% of the reserved rooms can be cancelled without fee. For each further room cancelled, 80% of the confirmed rate will be charged. 70-119 days prior to arrival, a cancellation of 10% of the reserved rooms is accepted at most. For each further room cancelled, 80% of the confirmed rate will be charged. 0-69 days prior to arrival, cancellations are not accepted. For each cancelled room 80% of the guaranteed rate will be charges.

   51 and more hotel rooms
   Up to 180 days prior to the group arrival, the reserved rooms can be cancelled without penalty.
   150-179 days prior to arrival, 20% of the reserved rooms can be cancelled without fee. For each further room cancelled, 80% of the confirmed rate will be charged. 90-149 days prior to arrival, a cancellation of 10% of the reserved rooms is accepted at most. For each further room cancelled, 80% of the confirmed rate will be charged. 0-89 days prior to arrival, cancellations are not accepted. For each cancelled room 80% of the guaranteed rate will be charged.

5. Allotments, which are picked up individually, are subject to following automatic release conditions:

   1-20 hotel rooms
   90 days prior to arrival, 50% of the non-picked up rooms expire.
   45 days prior to arrival, 50% of the remaining non-picked up rooms expires.
   30 days prior to arrival, all remaining non-picked up rooms are released.

   The east guarantees to hold definite reserved rooms from allotment, even after 6.00 p.m., should guests not arrive, 80% of the confirmed price will be invoiced. The rooms can be cancelled till 7 days prior to arrival. After this time, a cancellation fee of 80% of the room rate will be charged.

§8 Extending the period of use, additional services

1. Reserved rooms are only available to the customer for the period agreed in written form. Any use beyond this requires the approval of the east.
2. For events, which continue after midnight, costs for service personnel shall be invoiced separately.
3. Shall the agreed point in time be switched in beginning or ending of an event, the east is authorised, to charge all additional costs to the customer.
4. Setting-up and clearing-up work supported, supervised or carried out by east technical personnel is charged at a rate of € 30,00 gross per hour, per employee.
5. Costs arising in addition to the agreed, contractual services such as telephone, bar, additional food and beverages ordered are to be borne by each guest/delegate respectively. Should these costs not be covered, the customer shall be jointly and severally liable.
6. Customers are generally not permitted to bring their own refreshments and beverages to events.

7. Packaging materials, exhibition or other objects by the customer or their guests are to be removed immediately after the event. Should this not occur, the east shall remove and store such at the customer's expense. Should objects remain in the event facilities, the east may charge rent for the facilities as long as the object remains. The customer has the right to prove, that the damage was less than indicated.

§9 Liability

1. The east is liable for its obligations in the contract. Liability is restricted to deficiencies in services that are attributable to wilful intent or gross negligence on the part of the east in the provisioning of typical services. Furthermore, the customer shall inform the east of the possibility of damage arising.
2. Should the east acquire technical and other equipment for the customer on request, it does so in their name, in their authority and for their account. The customer is liable for handling such equipment with due care and for the compliant return of the equipment. The customer shall exempt the east from all third-party claims arising from the transfer of such equipment.
3. The customer has to require the prior written consent of the east, before using electricity from the hotel facilities to power their own electrical equipment. Disruptions or damage to the east's technical equipment arising from the use of the customer's appliances are to be charged to the customer insofar as such disruption or damage is not attributable to the east. The east is entitled to document and charge a fee for the electricity charges arising from the use of the equipment.
4. Malfunctions to technical or other equipment provided by the east are to be remedied as soon as possible. Payments may not be withheld or reduced, if the east cannot be held responsible for such disruptions.
5. The east is not liable for loss or damage of all items, including personal items. All items brought into the east are on customer`s own risk. Except in case of gross negligence or wilful intent from the east.
6. Decoration materials brought into the east have to meet relevant fire safety standards. The east is entitled to demand official evidence for this. Given the possibility of damage arising, objects to be displayed and/or hung up should be coordinated in advance with the east.
7. The customer is liable for all culpable damage to buildings or inventory caused by event delegates, visitors, organizer`s employees or other third parties under its control or caused by themselves.
8. The customer is liable for the behaviour of its employees, delegates as well as further assistants and its own behaviour.
9. The east can demand that the customer provides for appropriate security measures such as insurances, deposits or debt guarantees.

§10 Final Provisions

1. Amendments or additions to contracts, acceptance proposals or to these terms and conditions for events or room bookings must be made in written form. Unilateral amendments or additions made by the customer are not valid. The customer has a right of objection up to 4 weeks after date of announce.
2. Place and court of jurisdiction is Hamburg, the location of east Hotel & Restaurant GmbH head office.
3. Place and court of jurisdiction for disputes arising with respect to cheques and drafts, for commercial matters is Hamburg the location of east Hotel & Restaurant GmbH head office. Should a contractual party fulfil the conditions provided by Article 38, paragraph 1 of the German Civil Procedure Code (Zivilprozessordnung – ZPO), but does not have a place and court of jurisdiction in Germany, the place and court of jurisdiction shall be Hamburg, the location of east Hotel & Restaurant GmbH head office.
4. These General Terms and Conditions are subject to German Law. The appliance of United Nations Convention on Contracts for the International Sale of Goods and the Conflict of Laws are excluded.
5. Should any provisions of these General Terms and Conditions of Trade be or become invalid, this shall not affect the validity of the remaining provisions. This also applies for contractual gaps. For all other matters, legal regulations shall apply.

We hereby accept the General Terms and Conditions of Trade of east Hotel & Restaurant GmbH.

Customer Place/ Date/ Signature	east Hotel & Restaurant GmbH Place/ Date/ Signature
Customer Company Stamp	east Hotel & Restaurant GmbH Company Stamp