

General Terms and Conditions for Hotel Rooms

HGH Hotelgesellschaft mbH - TORTUE HAMBURG

HGH Hotelgesellschaft mbH includes Hotel TORTUE Hamburg and all other areas (restaurants, bars, events) operated by HGH Hotelgesellschaft mbH.

§ 1 Scope

1. These Terms and Conditions apply to contracts for the rental of the restaurant, banquet rooms and hotel rooms of HGH Hotelgesellschaft mbH including all related services and deliveries of HGH Hotelgesellschaft mbH as well as for gastronomic services.
2. The subletting or re-letting of the premises and areas provided requires the prior written consent of HGH Hotelgesellschaft mbH.
3. The organizer's Terms and Conditions shall only apply if this has been expressly agreed in writing.
4. HGH Hotelgesellschaft mbH does not recognize any contractual conditions that deviate from, supplement, or amend the following Terms and Conditions. Such Terms and Conditions shall not become part of the contract even if HGH Hotelgesellschaft mbH, being aware of them, reserves rooms for the customer, leaves them to the customer or provides the customer with other services.

§ 2 Conclusion of contract, contract partner, liability, statute of limitations

1. The offers of HGH Hotelgesellschaft mbH are always subject to change without notice.
2. The contract is only concluded with the consent and sending of the written order confirmation of HGH Hotelgesellschaft mbH. All agreements made must be recorded in writing.
3. An agreement on deliveries and services is only binding for HGH Hotelgesellschaft mbH if it has been confirmed in writing by both parties.
4. The contracting parties are HGH Hotelgesellschaft mbH and the customer. If the customer or orderer is not the organizer himself or if the organizer engages a commercial agent and organizer, they shall be jointly and severally liable together with the organizer for all obligations arising from the contract if a declaration by the agent is available.
5. HGH Hotelgesellschaft mbH is liable with the diligence of a prudent businessman for its obligations under the contract. Claims of the customer for damages are excluded. Excluded from this are damages from injury to life, body, or health if HGH Hotelgesellschaft mbH is responsible for the breach of duty, other damages which are based on an intentional or negligent breach of contract-typical duties of HGH Hotelgesellschaft mbH. A breach of duty on the part of HGH Hotelgesellschaft mbH is equivalent to a breach of duty on the part of a legal representative or assistant. Should disruptions or defects occur in the services of HGH Hotelgesellschaft mbH, HGH Hotelgesellschaft mbH will endeavor to remedy the situation if it becomes aware of such disruptions or defects or if the customer complains immediately. The customer is obliged to inform HGH Hotelgesellschaft mbH in good time of the possibility of an extraordinarily high damage and to limit the possible damage to a minimum.
6. All claims against HGH Hotelgesellschaft mbH are subject to a limitation period of one year from the beginning of the statutory limitation period. Claims for damages shall become statute-barred in five years irrespective of knowledge. The shortening of the limitation period does not apply to claims based on an intentional or grossly negligent breach of duty by HGH Hotelgesellschaft mbH.
7. With the conclusion of the contract, you agree that your data can be used

for the dispatch of general HGH Hotelgesellschaft mbH information. We will not make your personal data available to third parties. You can cancel the receipt of the information at any time with effect for the future by sending an e-mail to info@tortue.de.

8. The HGH Hotelgesellschaft mbH is entitled to terminate a contract with a customer without notice if the customer in connection with the use of the services of the HGH Hotelgesellschaft mbH pursues purposes that are considered racist, discriminatory, morally offensive, pornographic, extremist, unlawful, unconstitutional or against the democratic basic order of the Federal Republic of Germany or other states, degrading or hostile to the disabled.
9. HGH Hotelgesellschaft mbH, its employees or authorized representatives do not accept any responsibility for loss or damage of any kind, not even as a result of negligence or omission, to the property of guests, regardless of whether it was kept in the safe of the guest room or not, or for bodily injury of any kind suffered by hotel guests. I hereby agree that, regardless of the method of payment, I will personally bear all costs incurred during my stay and I also agree to pay my invoice or any part thereof upon request. I authorize the hotel to charge my credit card with additional costs that were not paid on my departure. By signing the registration form, the guest acknowledges that he/she has read, understood, and accepted the conditions of stay.

§ 3 Invoices, advance payments, services, prices, payment

1. The organizer is obliged to pay the agreed prices of HGH Hotelgesellschaft mbH for these services. This also applies to services and expenses of HGH Hotelgesellschaft mbH to third parties in connection with the event.
2. All prices are inclusive of the currently valid statutory value added tax of 19 %. Room rates include the statutory value added tax of 7% on accommodation. In future, legally prescribed tax or duty-related changes will have a corresponding effect on room rates. Increases in value added tax shall be borne by the contractual partner. If the period between conclusion of the contract and the event or arrival date exceeds four months and if the price charged by HGH Hotelgesellschaft mbH generally for such services increases, the contractually agreed price can be adjusted appropriately and in line with the market.
3. Invoices are to be paid immediately. HGH Hotelgesellschaft mbH is entitled to demand immediate payment of accrued claims at any time. In the event of default in payment, HGH Hotelgesellschaft mbH is entitled to demand the applicable statutory default interest at the current rate of 8 %, or in the case of legal transactions in which a consumer is involved, at 5 % above the base interest rate. HGH Hotelgesellschaft mbH reserves the right to prove damage.
4. Default in payment with even one invoice entitles HGH Hotelgesellschaft mbH to suspend all further and future services for the organizer. This is subject to HGH Hotelgesellschaft mbH issuing a reminder of default, setting a deadline for payment, and pointing out the consequences.
5. If the partial payment due prior to the event is not made, HGH Hotelgesellschaft mbH is entitled to refuse the service and to receive compensation for the damage incurred. Further claims remain reserved.
6. Advance payments: The total amount of the booked event as well as the room is due after conclusion of the contract. Starting from 80 % of the agreed or expected turnover, a transfer to the specified account or payment by credit card must be made within 10 days of receipt of the advance invoice at the latest. If after a new request for payment no receipt of payment can be shown, HGH Hotelgesellschaft mbH reserves the right to return the reservation to free sale and to withdraw from the contract.
7. In the case of companies located abroad, HGH Hotelgesellschaft mbH is

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entitled to demand an advance payment in the amount of the total amount. Furthermore, a valid credit card number must be deposited in addition to the deposit invoice. HGH Hotelgesellschaft mbH reserves the right to charge the credit card at any time for open services of the event and rooms.

8. HGH Hotelgesellschaft mbH is entitled to reject foreign exchange, cheques, and credit cards. Vouchers from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. Reimbursement for services not used is excluded.
9. Confirmation: In the case of individual consumption billing, the organizer is required to confirm the individual invoice receipts with his signature. Without a signature, the unsigned invoice receipts serve HGH Hotelgesellschaft mbH as the invoice basis without right of objection.
10. HGH Hotelgesellschaft mbH pays commissions for all bookings made via agencies. The commission, which is paid to travel agencies, amounts to a predetermined value of the net room price. The payment is made by HGH Hotelgesellschaft mbH directly, or an appropriate service provider and is paid to the agency after receipt of the agreed room price.
11. If payments made by the customer exceed the amount of EUR 2,000, HGH Hotelgesellschaft mbH may demand that the customer reimburse the costs incurred by the credit card company for payment processing if payment is made by credit card.
12. If the guest books a package with an included third-party ticket, HGH Hotelgesellschaft mbH requires a valid credit card from which the amount for the ticket will be debited when the contract is concluded. The ticket is excluded from any exchange and cannot be refunded.

§ 4 GEMA

1. All events subject to GEMA must be reported in advance to GEMA by the organizer. GEMA's fees shall be borne by the organizer. HGH Hotelgesellschaft mbH shall be indemnified by the organizer against all claims of GEMA.

§ 5 Provision of scenes for film or photo shoots

1. Film or photo shoots for not exclusively private purposes, commercial shots or shots for public performance or broadcast require the written permission of HGH Hotelgesellschaft mbH and are subject to a fee. The exact conditions are regulated in a separate scene provision contract.

§ 6 Hotel room cancellations

1. The TORTUE definitely keeps reserved rooms on a guaranteed basis, i.e. rooms are kept available even after 18.00 hours. In case of non-arrival, 80 % of the confirmed price will be charged.
2. Reserved rooms are only available to guests within the period agreed in writing. Any further use requires the approval of HGH Hotelgesellschaft mbH. Should the guest not depart at the agreed time in the reservation confirmation (date and time), the additional night will be charged at the full daily rate.
3. Cancellations must be made in writing. Even in the case of a partial cancellation, the cancellation conditions of the originally booked number of rooms continue to apply.

Individual up to 5 rooms

- free of charge until 1 day before arrival until 4 PM

Individual up to 9 rooms

- free of charge until 7 days before arrival

10 - 25 rooms

- 100 % up to 45 days before the event free of charge
- 20 % up to 30 days before the event free of charge
- 10 % up to 10 days before the event free of charge

26 - 64 rooms

- 100 % up to 90 days before the event free of charge
- 20 % up to 60 days before the event free of charge
- 10 % up to 30 days before the event free of charge

65 - 99 rooms

- 100 % up to 120 days before the event free of charge
- 20 % up to 90 days before the event free of charge
- 10 % up to 60 days before the event free of charge

100 - 126 rooms

- Individual handling, according to individual contract

The following cancellation periods apply during trade fair times:

Individual up to 5 rooms

- free of charge until 7 days before arrival

Individual up to 9 rooms

- free of charge until 14 days before arrival

10 - 25 rooms

- 100 % up to 90 days before the event free of charge
- 20 % up to 60 days before the event free of charge
- 10 % up to 30 days before the event free of charge

26 - 64 rooms

- 100 % up to 180 days before the event free of charge
- 20 % up to 120 days before the event free of charge
- 10 % up to 70 days before the event free of charge

65 - 99 rooms

- 100 % up to 240 days before the event free of charge
- 20 % up to 180 days before the event free of charge
- 10 % up to 20 days before the event free of charge

100 - 126 rooms

- Individual handling, according to individual contract.

§ 7 Booking conditions for call-off quotas

The booker commits himself to a minimum purchase of 50 % of the total contingent booked upon conclusion of the contract.

The room contingent can be booked within 14 days of conclusion of the contract. After expiry of this period, the rooms not called up will be returned to the free sale.

§ 8 Cancellations of events

Events, conferences and private dinings *

- 100 % up to 60 days before the event free of charge
- 50 % up to 45 days before the event free of charge
- 30 % up to 30 days before the event free of charge
- 10 % up to 10 days before the event free of charge

Exclusive bookings (restaurants, bars, salon area exclusive)

- 100 % up to 180 days before the event free of charge
- 50 % up to 120 days before the event free of charge
- 30 % up to 90 days before the event free of charge
- 10 % up to 30 days before the event free of charge
- 5 % up to 7 days before the event free of charge

*With an agreed minimum turnover, this will remain despite participant reduction.

The above information is given as a percentage and always refers to the number of participants or rooms registered in advance. The time scale refers to the reference date.

For table reservations of six or more persons, a credit card number with expiration date must be provided as a guarantee at least 24 hours prior to the start of the event.

For table reservations of ten or more persons for an a la carte meal, festive menu, package or special event, a credit card number with expiry date must be provided as a guarantee at least 48 hours prior to the start of the event.

Cancellation terms:

- 100 % up to 3 days before the event free of charge
- 80 % up to 1 day before the event free of charge
- 10 % free of charge on the day of the event

Furthermore, HGH Hotelgesellschaft mbH is entitled to withdraw from the contract for objectively justified circumstances, for example if:

- force majeure or other circumstances for which HGH Hotelgesellschaft mbH is not responsible make it impossible to fulfil the contract.
- events are booked with misleading or false statements of material facts, for example the organizer or purpose.
- there is reason to believe that the event may endanger the smooth business operations, safety, or reputation of HGH Hotelgesellschaft mbH in public, without this being attributable to the organizational area of HGH Hotelgesellschaft mbH.

HGH Hotelgesellschaft mbH must inform the organizer immediately of the exercise of the right of cancellation.

The organizer shall not be entitled to claim damages from HGH Hotelgesellschaft mbH, except in the case of intentional or grossly negligent conduct on the part of HGH Hotelgesellschaft mbH.

§ 9 Catering

1. Prices: All prices at catering are subject to change without notice and are to be understood as collection prices exclusive of legal value added tax. We reserve our ownership of all delivered goods and means of transport.

2. Transport costs: The customer bears the transport costs for delivery and return transport as well as loading and unloading times for the event.
3. Liability for damages: Exhibition or other objects, including personal items, carried along by the customer are at the customer's risk in the event rooms. HGH Hotelgesellschaft mbH accepts no liability for loss, destruction, or damage.
4. Breakage and loss: The customer shall be obliged to pay damages if objects which we have made available to the customer: in particular furniture, tableware or glasses. Are damaged during the customer's event. Breakage and shrinkage are to be replaced according to the replacement value.
5. Risk assumption (for the delivery of food and beverages): The risk of accidental loss and accidental deterioration of the delivered food and beverages shall pass to the contractual partner upon delivery.

§ 10 Extension of use, additional services

1. Reserved rooms are only available to the organizer within the period agreed in writing. Any further use requires the approval of HGH Hotelgesellschaft mbH.
2. For events that extend beyond midnight, HGH Hotelgesellschaft mbH may charge each service employee booked per hour or part thereof plus night surcharge.
3. If the agreed time of the beginning or end of an event is postponed, HGH Hotelgesellschaft mbH is entitled to invoice the contractual partner for all additional costs incurred as a result.
4. The costs incurred in addition to the agreed contractual services, such as telephone, bar, additionally ordered food and drinks are to be paid by each event participant themselves. If this does not happen, the organizer is jointly and severally liable.
5. The organizer is not allowed to bring food and drinks to events himself.
6. Any packaging materials, exhibits or other objects brought along must be removed immediately after the end of the event. If the organizer fails to do so, HGH Hotelgesellschaft mbH may remove and store the goods at the organizer's expense. If the objects remain in the event room, HGH Hotelgesellschaft mbH may charge room rent for the duration of the stay. The organizer reserves the right to prove lower damages.
7. Music performances, DJs or other artists may only appear after prior agreement and approval of the HGH Hotelgesellschaft mbH. The legal rest periods must be observed.

§ 11 Liability

1. HGH Hotelgesellschaft mbH is liable for its obligations under the contract. This liability is limited to deficiencies in performance which are attributable to intent or gross negligence on the part of HGH Hotelgesellschaft mbH, except in the area typical for the provision of services. Furthermore, the organizer is obliged to inform HGH Hotelgesellschaft mbH in good time of the possibility of damage.
2. Insofar as HGH Hotelgesellschaft mbH procures technical and other equipment from third parties for the organizer at the organizer's request, it acts in the name of, on behalf of and for the account of the organizer. The organizer is liable for the careful handling and proper return of the goods. He exempts HGH Hotelgesellschaft mbH from all claims of third parties arising from this transfer.
3. The use of the organizer's own electrical systems using the electricity network of HGH Hotelgesellschaft mbH requires written consent. Any malfunctions or damage to the technical equipment of HGH Hotelgesellschaft mbH resulting from the use of these devices shall be borne

by the organizer insofar as HGH Hotelgesellschaft mbH is not responsible for them. HGH Hotelgesellschaft mbH is entitled to charge a flat rate for the electricity costs incurred as a result of such use.

4. Any faults in the technical or other equipment provided by HGH Hotelgesellschaft mbH will be eliminated immediately if possible. Payments cannot be withheld or reduced insofar as HGH Hotelgesellschaft mbH is not responsible for these disturbances.
5. Any exhibition or other items, including personal items, carried along are at the organizer's own risk in the event rooms or at HGH Hotelgesellschaft mbH. HGH Hotelgesellschaft mbH accepts no liability for loss or damage, except in cases of gross negligence or intent.
6. Decoration material brought along must meet the fire safety requirements. HGH Hotelgesellschaft mbH is entitled to demand official proof. Due to possible damage, the installation and mounting of items must be agreed in advance with HGH Hotelgesellschaft mbH.
7. The organizer is liable for all culpably caused damage to buildings or inventory caused by event participants or visitors, other third parties from his area or himself.
8. The organizer is liable for the behavior of his employees, the event participants, and other assistants as well as for his own behavior.
9. HGH Hotelgesellschaft mbH may require the contractual partner to provide appropriate securities (e.g. insurance, deposits, guarantees).
10. The liability of HGH Hotelgesellschaft mbH for loss, destruction or damage to items brought in is limited to one hundred times the room price, but not more than EUR 3,500. For money and valuables, the amount of EUR 3,500 shall be replaced by an amount of Euro 800.
 - 10.1 Liability claims for the loss, destruction or damage of items brought in shall lapse if HGH Hotelgesellschaft mbH is not notified immediately of the loss, destruction, or damage. The loss of liability claims does not occur if the item was handed over to HGH Hotelgesellschaft mbH for storage or if the loss, destruction, or damage was the fault of HGH Hotelgesellschaft mbH or its personnel.
 - 10.2 The customer undertakes to familiarize persons with whom he occupies rooms within the framework of this contract with the above regulations.
 - 10.3 If the customer or persons with whom this room is occupied bring movable objects into hotel areas that are accessible to the general public (e.g. seminar rooms, conference rooms, traffic areas, etc.), the liability of the hotel for the loss of such objects shall be excluded, unless the customer can prove that this was in culpable breach of duty.
 - 10.4 Insofar as HGH Hotelgesellschaft mbH provides car parking spaces on the hotel premises, this does not constitute a custody agreement. HGH Hotelgesellschaft mbH shall only be liable for the loss of or damage to parked or maneuvering motor vehicles and their contents in the event of intent or gross negligence.

§ 12 Final provisions

1. Changes or additions to the General Terms and Conditions, the contract, or the acceptance of applications for events or room reservations must be made in writing. Unilateral changes or additions by the organizer or customer are ineffective. The organizer/customer will be informed in writing of all changes. A right of objection of four weeks applies
2. Place of performance and payment is Hamburg, the registered office of

HGH Hotelgesellschaft mbH.

3. Exclusive place of jurisdiction, also for cheque and bill of exchange disputes, in commercial transactions is the registered office of HGH Hotelgesellschaft mbH. If a contractual partner meets the requirements of § 38 paragraph 1 ZPO and has no general place of jurisdiction in Germany, the agreed place of jurisdiction shall be the registered office of HGH Hotelgesellschaft mbH.
4. German law applies. The application of the UN Convention on Contracts for the international Sale of Goods and the conflict of laws provisions is excluded.
5. Should individual provisions of these General Terms and Conditions be invalid or void, this shall not affect the validity of the remaining provisions. The same shall apply on the event of gaps on the contract. Otherwise, the statutory provisions shall apply

As of: June 2022