



# **GENERAL TERMS AND CONDITIONS OF BUSINESS VLET SPEICHERSTADT GASTRONOMIE GMBH**

*Represented by its Managing Director Hans-Christoph Klaiber and Maximilian H. Karl, Spitalerstraße 11, 20095 Hamburg,  
registered in the Commercial of the Amtsgericht (District Court) in Hamburg HRB 134422 (valid with effect from 01<sup>st</sup> November 2022)*

## **A. INTRODUCTION**

### **1.**

- (1) The following general terms and conditions are to apply to all contracts concluded between VLET SPEICHERSTADT GASTRONOMIE GmbH and the customer; any terms and conditions issued by the customer shall not be recognized.
- (2) If any provisions of these general terms and conditions shall be or become ineffective for any reason whatsoever the remaining provisions shall remain valid. The ineffective provision is to be replaced by a regulation which concurs as much as possible with the content of the ineffective provision.
- (3) All amendments and supplements to the underlying contract and to these general terms and conditions
- (4) require the written form.

## **B. PROVISION FOR CARRYING OUT EVENTS OR FUNCTIONS**

### **1.**

The customer commits to complying with instructions issued by VLET SPEICHERSTADT GASTRONOMIE GmbH or its representative which affect the function, the equipment, the location, etc. Instructions issued by VLET SPEICHERSTADT GASTRONOMIE GmbH also include notices displayed at the event location. The customer is accountable for the actions and omissions of the guests.

### **2.**

The contract with the customer (uniform descriptor for client, organizer, guest, etc.,) comes into force when the customer signs the Confirmation of Order issued by VLET SPEICHERSTADT GASTRONOMIE GmbH.

### **3.**

- (1) The event program is determined by the customer following discussions with VLET SPEICHERSTADT GASTRONOMIE GmbH. VLET SPEICHERSTADT GASTRONOMIE GmbH would like to call attention to the fact that functions and events taking place in Hamburg's Speicherstadt actually lie within the flooding area of the river Elbe and that risk of flooding may exist. Should circumstances become imperative, VLET SPEICHERSTADT GASTRONOMIE GmbH reserves the right to change the location of the event. If circumstances prevail in which it would be irresponsible to carry out the event, or if unfavorable conditions (such as storms, in the case of events due to be held in tents or outside) arise or are forecast which place guests or equipment in jeopardy (cf. the danger involved in playing musical instruments in the rain), the event shall be cancelled, or, if possible, shall follow another program. If these adverse conditions arise during an event, the event shall either be called off, or, if possible, shall follow another program. VLET SPEICHERSTADT GASTRONOMIE GmbH is not accountable for damage or loss suffered by the customer and/or guests arising from these conditions.
- (2) Last minute changes on the day of event will be made possible as far as the VLET SPEICHERSTADT GASTRONOMIE GmbH is able to. However, it will not be assured. The VLET SPEICHERSTADT GASTRONOMIE GmbH will not take responsibility for any delays or irregular results, originated by the client. Additional costs that occurred through these events must be paid by the client.



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### **4.**

VLET SPEICHERSTADT GASTRONOMIE GmbH is entitled to invoice additional expenses incurred – in particular for drinks, beverage and staffing – for functions which exceed contractually agreed periods of time.

### **5.**

The following costs are also to be borne by the customer: seating and room costs, rental charges for equipment, and personnel expenses. These are costs which are not included in prices indicated in the contract unless an agreement has expressly been made in writing to the contrary.

### **6.**

- (1) Event rooms, equipment and means of transport are delivered to the event in a clean state and in good condition, together with a complete inventory.
- (2) The delivery or setup of any goods or equipment et cetera through the client must follow these instructions: The event locations, entrances, hallways, elevators as well as the floor have to be covered by rubber mats, rugs or other protective surfaces during transport of goods or equipment to shield the location from damage. If the goods or equipment will be delivered by a caddy or any other transport vehicle it must have rubber wheels.
- (3) The customer and/or guests commit to informing the VLET SPEICHERSTADT GASTRONOMIE GmbH and/or the competent personnel on site without delay (i.e., even during the event) of any complaints or objections which may arise relating to the performance of the contract. This is to allow VLET SPEICHERSTADT GASTRONOMIE GmbH and/or personnel in attendance the chance to remedy justifiable problems and shortcomings.
- (4) VLET SPEICHERSTADT GASTRONOMIE GmbH and personnel in attendance are covered by third-party insurance even in respect of event guests.

### **7.**

- (1) The customer is liable for damage or loss caused by himself, or his guests to event equipment/ at the event location or caused by third parties.
- (2) The VLET SPEICHERSTADT GASTRONOMIE GmbH and personnel in attendance are covered by third party insurance even in respect of event guests.
- (3) The customer is only liable for damage mentioned in Section 7(1) when the insurance company covering the insurance described in Section 7(2) is not prepared to indemnify. The excess amount of the insurance cover is to be borne by the customer.



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### 8.

(1) Should the customer completely annul the contract/Confirmation of Order, the following percentage rates of the agreed price become due to cover the costs of making arrangements (for conferences, weekend programs, daily and evening programs and program packages based on prices per person), of providing the event location (for the rental costs of rooms), of reserving transportation, of artist agency transactions, and other costs:

#### **After booking 15%**

- Up to 120 days before the event is due to start 40%
- Up to 90 days before the event is due to start 50%
- Up to 60 days before the event is due to start 75%
- Up to 30 days before the event is due to start 90%

Cancellation of the achievements entertainments as well as catering. Based on the agreed number of guests provided in the Confirmation of Order:

#### **After booking 30 %**

- Up to 60 days before the event is due to start 60 %
- Up to 30 days before the event is due to start 75 %
- Up to 15 days before the event is due to start 90 %

Customers can reduce the number of guests initially agreed upon once 5 days before the event and by up to a maximum of 10% without incurring any penalties/charges.

The customer is entitled to prove that VLET SPEICHERSTADT GASTRONOMIE GmbH was not subject to damage or loss or was subject to significantly reduced damage or loss than that resulting from (1) above. VLET SPEICHERSTADT GASTRONOMIE GmbH is entitled to prove that it suffered much higher damage or loss.

The contract is to be annulled either by fax – the receipt of which must be confirmed by VLET SPEICHERSTADT GASTRONOMIE GmbH – or by registered letter. The date of receipt is accepted as the date of annulment.

### 9.

Attaching decoration material and the like, and the use of areas within and outside of rented rooms, e.g., for exhibiting purposes, requires the prior written consent of VLET SPEICHERSTADT GASTRONOMIE GmbH and can be subject to the payment of additional fees. These and other objects brought by the customer must meet local fire department, police and other regulations. If such objects are not removed immediately after the event, or within 12 hours of the end of the event at the latest, they shall be stored by VLET SPEICHERSTADT GASTRONOMIE GmbH and shall be subject to an appropriate fee, which at least covers the costs of storage. Refuse left behind can be disposed of by VLET SPEICHERSTADT GASTRONOMIE GmbH at the customer's expense.

### 10.

The customer must obtain any permission required by the local authority for the event punctually and at his own expense. It is the customer's responsibility to observe conditions and other regulations under public law. Additional charges to be paid to third parties for the event – in particular performance rights fees, entertainment taxes, etc. – are to be paid to the creditor directly. In principle, the customer's guests are not permitted to bring food and drink to events. In special cases, it is possible to conclude a written agreement. In these circumstances an additional fee, which at least covers service and corkage, shall be invoiced.



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### **11.**

The customer is obliged to inform the VLET SPEICHERSTADT GASTRONOMIE GmbH immediately without being asked, at the latest, however, at the conclusion of the contract, that the service provision and/or the event, be it due to its political, religious or other character, is suitable to cause public interest or to impair the interests of the VLET SPEICHERSTADT GASTRONOMIE GmbH. Newspaper advertisements, other advertising measures and publications, which show a reference to the VLET SPEICHERSTADT GASTRONOMIE GmbH and/or which contain, for example, invitations to job interviews or sales events, basically require the written consent. If this is not given, VLET SPEICHERSTADT GASTRONOMIE GmbH has the right to cancel the event.

If agreed deposits have not been paid due to short-term booking, there is the possibility to hand over the open amount in a cash cheque before the beginning of the event at the event location. A handling fee of € 250.00 plus a corresponding flat-rate kilometre charge from the company's headquarters in Hamburg shall also be payable at the venue before the start of the event. If the agreed down payment is not available, VLET SPEICHERSTADT GASTRONOMIE GmbH is not obliged to provide the service. By not carrying out the event, the customer is not released from the obligation to pay. The claim of the VLET SPEICHERSTADT GASTRONOMIE GmbH remains valid. Claims for damages cannot be asserted. Invoices which are not due according to the calendar are payable within ten days from the invoice date without deduction, default occurs with the receipt of the first reminder. From the date of default, interest shall be charged on the invoice at 8% above the base interest rate (5% above the base interest rate for private parties), unless the organiser proves a higher or the customer proves a lower damage caused by default. A reminder fee of 5,-- EURO shall be owed for each reminder after default has occurred.

We have saved the address on the letterhead of the order confirmation as the invoice address. If the stored address is not correct or if the invoice must contain additions, please inform us in advance. The invoice address is binding for both parties. For invoices which have already been delivered and which have to be changed at the customer's request through no fault of VLET SPEICHERSTADT GASTRONOMIE GmbH, administrative fees of € 25.00 per change will be charged! If the customer is a private person, the date of birth as well as the place of birth are to be communicated to VLET SPEICHERSTADT GASTRONOMIE GmbH with the order.



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### **C. PROVISIONS FOR THE DELIVERY OF GOODS AND TICKETS FOR EVENTS**

#### **1.**

Internet offerings issued by VLET SPEICHERSTADT GASTRONOMIE GmbH do not represent a legally binding offer. A binding offer is made when the customer enters his data in an online booking form and sends this to VLET SPEICHERSTADT GASTRONOMIE GmbH. The customer is legally bound to this booking query for a period of up to six days (for events which take place before the expiry of this period, the offer is valid up to one day before the event is due to take place). Within this period, VLET SPEICHERSTADT GASTRONOMIE GmbH can either accept the booking or can make the customer a new (counter) offer which the customer can choose to accept within the deadline set. The contract for the service(s) comes into force when the booking is confirmed, or when the customer accepts the new (counter) offer submitted by VLET SPEICHERSTADT GASTRONOMIE GmbH.

#### **2.**

Insofar as VLET SPEICHERSTADT GASTRONOMIE GmbH offers services from the area of delivery of food and beverages as well as leisure activities, in particular tickets for events, the provisions on distance contracts (§§ 312 b to 312 d BGB) do not apply. This means that a two-week right of revocation and return is excluded. Each order is thus binding immediately after confirmation by VLET SPEICHERSTADT GASTRONOMIE GmbH and obliges the customer to accept the ordered goods and services.

Prices indicated are, without exception, gross prices. They comprise all pricing elements, including all taxes – in particular the legal rate of value-added tax. If requested by the customer, the latter can be itemized separately. For non-EU customers, the principle of gross for net is to apply.

#### **3.**

Remuneration agreed is due for payment immediately after concluding the contract. The customer is entitled to pay by credit card (Visa, American Express or MasterCard / EuroCard).

### **D. GENERAL PROVISIONS**

#### **1.**

In cases of malice or gross negligence attributable to itself, or its representative or a vicarious agent, VLET SPEICHERSTADT GASTRONOMIE GmbH shall be responsible for complying with relevant statutory regulations. Otherwise, VLET SPEICHERSTADT GASTRONOMIE GmbH's liability is restricted to the Produkthaftungsgesetz (the German Product Liability Act) for injury to life, limb or health, or for the tortuous breach of major contractual obligations. Claims for damage arising from the tortuous breach of major contractual obligations is restricted to typically contractual, foreseeable damage or loss. In all cases of gross negligence, liability is restricted to typically contractual, foreseeable damage or loss, if none of the exceptions provided for in this section apply. In the event of ordinary negligent breaches of minor contractual duties, VLET SPEICHERSTADT GASTRONOMIE GmbH is not liable to corporate bodies. In terms of private persons, liability is restricted in these cases to foreseeable, typically contractual, direct mean damage or loss. Liability for damage to objects of legal protection caused by objects delivered, e.g., damage to other chattels, is however fully excluded. This does not apply in cases of malice or gross negligence, or when VLET SPEICHERSTADT GASTRONOMIE GmbH is liable for injury to life, limb or health.



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### 2.

The company VLET SPEICHERSTADT GASTRONOMIE GmbH is entitled to withdraw from the contract for objectively justified reasons. An objectively justified reason in this sense exists in particular if:

- Force majeure (fire, strike, flood or similar) or other circumstances for which VLET SPEICHERSTADT GASTRONOMIE GmbH is not responsible make the fulfilment of the contract impossible.
- Events are booked under misleading or false information of essential facts, e.g. of the organiser or the purpose.
- The VLET SPEICHERSTADT GASTRONOMIE GmbH has justified reason to assume that the event can endanger the smooth business operations, the safety or the reputation of the VLET SPEICHERSTADT GASTRONOMIE GmbH in the public (e.g. reputation risk), especially those outside the sphere of influence of the VLET SPEICHERSTADT GASTRONOMIE GmbH.

The VLET SPEICHERSTADT GASTRONOMIE GmbH will immediately inform the customer of the exercise of the right of withdrawal. In case of a withdrawal of the VLET SPEICHERSTADT GASTRONOMIE GmbH, the customer has no claim for compensation against the VLET SPEICHERSTADT GASTRONOMIE GmbH.

### 3.

The law of the Federal Republic of Germany is to apply. In as far as is permissible, disputes arising from a contract shall be heard in Hamburg.

### 4.

Reference to data protection: VLET SPEICHERSTADT GASTRONOMIE GmbH would like to call attention to the fact that it stores data relevant to business dealings. This data is gathered, administered, and used in carrying out the contractual relationship. Furthermore, VLET SPEICHERSTADT GASTRONOMIE GmbH uses customers' names, addresses and, where applicable, @ - email addresses to supply the customer with information worthy of note regarding VLET SPEICHERSTADT GASTRONOMIE GmbH offerings. VLET SPEICHERSTADT GASTRONOMIE GmbH shall refrain from doing such should the customer so wish. VLET SPEICHERSTADT GASTRONOMIE GmbH places particular importance on treating all personal data strictly confidentially. Customer data is not forwarded to third parties.

**I have taken note of the General Terms and Conditions of the Restaurant VLET SPEICHERSTADT GASTRONOMIE GmbH.**

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Date

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Signature of company events; Stamp of company if applicable



## **ALLGEMEINE GESCHÄFTSBEDINGUNGEN DER FIRMA VLET SPEICHERSTADT GASTRONOMIE GMBH**

vertreten durch die Geschäftsführer Hans-Christoph Klaiber und Maximilian H. Karl, Spitalerstraße 11, 20095 Hamburg,  
eingetragen im Handelsregister des Amtsgerichtes Hamburg unter HRB 94570 (gültig ab 01.10.2022)