

General Terms and Conditions for Events

I. Scope of application

1. These General Terms and Conditions apply to contracts for the rental of conference, banquet and event rooms at the Falkenstein Grand and/or Villa Rothschild Hotels operated by Broermann Health & Heritage Hotels GmbH¹ and the Hotel Atlantic Hamburg operated by Atlantic Hotel Betriebsgesellschaft mbH², hereinafter also referred to individually or collectively as "Hotel", for the staging of events such as banquets, seminars, conferences, catering (production of food and beverages, provision of personnel and the rental of event equipment at the catering location), exhibitions and presentations, etc., as well as for all other services and deliveries provided by the Hotel for customers in connection with any of the foregoing. The General Terms and Conditions for hotel accommodations shall apply in cases where direct hotel services (e.g., accommodations), or spa or wellness offerings, are to be used in connection with the event.
2. The Hotel's prior written consent is required if rooms, spaces, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events, whereby section 540 (1), second sentence of the German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions will apply only if this has been expressly agreed in writing.

II. Contract conclusion, Liability, Limitations period, Personal data

1. A contract is concluded upon acceptance of the customer's booking request by the Hotel.
2. If the customer/orderer is not the organiser, or if a commercial agent or organiser is engaged by the organiser, the organiser shall be jointly and severally liable with the customer for all obligations arising from the contract, provided the Hotel has received a corresponding declaration from the organiser.
3. The Hotel is obliged to exercise the duty of care of an ordinary merchant in the performance of its obligations arising from the contract. Customer claims for compensation are excluded. The foregoing does not apply to liability for damages resulting from injury to life, limb or health, for other damages based upon an intentional or grossly negligent breach of obligation by the Hotel, and damages based upon an intentional or grossly negligent breach of obligations of the Hotel that are typical to the contract. The Hotel is liable for any breach of duty on the part of the legal representatives or vicarious agents of the Hotel in the same manner as its own. Should any disruptions to or defects in Hotel services occur, the Hotel will attempt to remedy the situation without undue delay once it is aware of the circumstances or has been provided immediate notice by the customer. The customer is obliged to do what is reasonable to eliminate any disruption and to mitigate any potential damage. In addition, the customer is obliged to provide timely notice to the Hotel of the potential risk of unusually large damages.
4. The hotel is liable in accordance applicable statutory provisions for any property brought into the Hotel by the customer. Customers are advised to use the Hotel safe. A separate custody agreement with the Hotel is required if the customer wishes to bring into the hotel money, securities and valuables worth more than EUR 800, or other items with a value of more than EUR 3,500.

¹ Broermann Health & Heritage Hotels GmbH · Debusweg 6-18 · 61462 Königstein im Taunus, Germany
Königstein Local Court HRB 6878 · Managing Directors: Ivo Schramm, Stefan Massa, Authorised Signatory: Sina Richter
Tax number 003 228 49753 · VAT ID: DE 253 228 541

² Atlantic Hotel Betriebsgesellschaft mbH · An der Alster 72-79 · 20099 Hamburg, Germany
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5. If the customer is provided a parking space in the Hotel garage or car park, this does not constitute a safekeeping agreement even if a separate fee is charged. The Hotel is not liable for any loss or damage to vehicles, or their contents, parked on Hotel property except in cases of wilful misconduct or gross negligence. Sentences two to four of the preceding no. 3 shall apply accordingly.
6. As a rule, any claims against the Hotel will lapse one year after the beginning of the statutory limitation period. Claims to compensation for damages will lapse five years after they arise, regardless of when they become known, unless based upon injury to life, limb, health or freedom. Such claims will lapse ten year after they arise regardless of when they become known. The limitation periods do not apply to claims based upon intentional or grossly negligent breach of obligations on the part of the Hotel.
7. Items left behind by the customer will only be sent at the request, risk and expense of the customer. The Hotel will keep items for three months, after which they will be handed over to the local lost property office if they have any evident value. If the lost property office is not willing to accept such items, they will be held for an additional nine months after which they will be disposed of or destroyed. The preceding no. 3 shall apply accordingly with regard to the Hotel's liability.
8. The Hotel's liability is limited to a sum insured under the business liability insurance in the amount of EUR 30,000,000.00.
9. Protecting personal data is important to the Hotel. Details regarding data protection, including further explanation of the rights to which the customer is entitled in this respect, can be viewed at any time under using the following link under the heading data protection policies:
<http://broermann-hotels.com/startseite/>

III. Services, prices, payment, set-off

1. The Hotel is obligated to render the services ordered by the customer and agreed upon by the Hotel.
2. The Customer is obliged to pay the agreed or applicable Hotel prices for any services agreed or actually used. This applies likewise to services and expenses incurred by the Hotel for third parties on the customer's request, including without imitation those referred to in no. 4 below and in particular claims by copyright collection societies. Agreed prices include the respective statutory value added tax.
3. The Hotel reserves the right to make price adjustments based on changes to statutory value added tax rates. Any such price increase shall be limited to the change in value added tax rate. The contribution rate will be reduced accordingly in the event of a reduction in the statutory value added tax rate.
4. Costs that must be paid also include costs and fees for the performance of the contract for customs declaration and clearance, import documents, transport, veterinary certificates, pro-forma invoices, phytosanitary certificates, as well as personnel costs for Hotel accommodation and meals and local transfers shall be borne by the customer.
5. Hotel invoices for services rendered without a payment date are due for payment immediately. The Hotel may specify a later payment date at any time.

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6. The Hotel is entitled to require reasonable advance payment or a security deposit in the form of a down payment. The amount of the advance payment is based on the contract actually concluded and/or a cost estimate for catering services. Payment deadlines are to be agreed in writing in the contract. Current payment terms are as follows:
- 10% advance payment for total event costs payable upon conclusion of the contract (non-refundable in conjunction with Section IV. nos. 3 and 5)
 - 50% advance payment for total event costs payable 90 days before arrival / before the event date
 - 40% advance payment for total event costs payable 30 days before arrival / before the event date

The Hotel is entitled to terminate the contract by right of extraordinary termination with immediate effect if the agreed advance payment has not been received by the stated payment date.

7. In justified cases, e.g. customer payment arrears or extension of the scope of the contract, the Hotel is entitled, even after conclusion of the contract, but before the beginning of the event, to require an advance payment or security deposit within the meaning of no. 6, or an increase in the advance payment or security deposit agreed in the contract, up to the full amount of the agreed payment.
8. Invoices for events and group reservations may be paid in cash, by funds transfer or bank collection.
9. The customer may only set-off or reduce, or exercise a right of retention, with regard to claims of the Hotel against claims that are undisputed or have been finally determined by a court.

IV. Withdrawal by the customer (cancellation, rescission)

- The customer's cancellation of the contract concluded with the Hotel requires the Hotel's written consent. If such consent is not obtained, the agreed room charge stated in the contract as well as goods and services to be provided by third parties must be paid if the customer does not avail itself of the contractually agreed services and rental to other parties is not possible. This does not apply in the event that the Hotel has breached its obligation to give consideration to the rights, legal interests and interests of the customer and this results in the circumstance that it is no longer reasonable for the customer to adhere to the contract or otherwise has a statutory or contractual right of withdrawal.
- To the extent the Hotel and customer agreed in writing upon a date for cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring any obligations to make payments or compensation for damages to the Hotel. The customer's right of withdrawal lapses if they do not provide written notice of the exercise of the right of withdrawal by the agreed date or within the agreed period provided that the provisions of number 1, sentence 3 do not apply.
- If the customer withdraws between
 - the 120th and the 91st day prior to the date of the event, the Hotel is entitled to charge – in addition to the agreed rent – 10% of lost food sales;
 - And 60% in addition to the agreed rent in the case of withdrawal between the 90th and 31st day before the event date;
 - And 90% of food sales in addition to the agreed rent in the event of a later cancellation.

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4. Food sales are calculated based on the following formula: agreed menu price x number of participants. If a price has not yet been agreed for the menu, the lowest-priced three-course meal for the relevant event offerings shall be used. Contractual costing is decisive for catering areas.
5. In the event that a flat conference rate / per participant charge has been agreed, in the event of cancellation, the Hotel is entitled
 - a) To charge 10% of the agreed flat conference rate / participant charge x agreed number of participants between the 120th and 91st day before the event date
 - b) To charge 60% of the respective rate between the 90th and 31st day before the event date
 - c) To charge 90% of the respective rate in the event of a later cancellation.
Contractual costing is decisive for catering areas.
6. The deduction of saved expenses has been taken into consideration for purposes of nos. 3 to 5 above. The customer has the right to prove that such damages have not occurred or were incurred to a lesser degree.

V. Cancellation by the Hotel

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the Hotel is entitled for its part to cancel the contract during such period if there are enquiries from other customers regarding the contractually reserved rooms and the customer does not waive its right of rescission upon inquiry thereof by the Hotel.
2. The Hotel is likewise entitled to terminate the contract if an advance payment and collateral that has been agreed or requested in accordance with Section III no. 6 and/or 7 has not been provided - even following expiry of a reasonable grace period set by the Hotel.
3. Furthermore, the Hotel is entitled to exercise an extraordinary right to terminate the contract in exceptional, well-founded circumstances, including without limitation cases where
 - a) Force majeure events or other circumstances for which the Hotel is not responsible render fulfilment of the contract impossible;
 - b) Events are booked with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
 - c) The Hotel has legitimate grounds to believe that use of the Hotel's services might jeopardize the smooth operation of the Hotel, its security or public reputation, without being attributable to the Hotel's sphere of control or organization;
 - d) There is a breach Section I no. 2.
4. No claim for compensation may be made by the customer if the Hotel justifiably cancels the contract.

VI. Catering: Delivery, transport, passage of risk in the case of buffet and non-food deliveries

1. Delivery shall be made in accordance with the terms of the relevant, specific agreement. Agreed delivery and performance dates are binding unless the Hotel is prevented from fulfilling its obligations by the occurrence of unforeseeable, extraordinary circumstances which it could not avert despite reasonable care in light of the respective circumstances or by force majeure event. In such cases, and if the delivery or service cannot be provided within a reasonable grace period, the Hotel shall be released from its delivery and performance obligations. The customer shall not be entitled to claim damages to the extent that the Hotel is

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- not responsible for failure to adhere to the delivery period. The customer shall bear the risk of delay in this respect.
2. Delivery will be made at the agreed delivery date to the delivery address specified by the customer to the best of the Hotel's ability. The delivery will be shipped to another destination (sales shipment) at the request, risk and expense of the customer. Unless otherwise agreed, the Hotel is entitled to determine the means of shipment (in particular, the transport company, shipping method, and packaging). Any special considerations related to the place of delivery, such as construction sites, long distances, stairways, non-functioning lifts, etc., must be reported by the customer when the order is placed so that the Hotel may make appropriate timing and organizational arrangements. If the Hotel lacks such information, or special considerations related to the place of delivery are particularly burdensome, the Hotel reserves the right to charge a flat fee for additional expenses. The Hotel is not responsible for any delays caused by difficult conditions at the catering location.
 3. For every delivery, delays must be accounted for due to circumstances over which the Hotel has no control despite exercising due care. The customer is responsible for and/or must obtain any required approvals or parking permits.
 4. The Hotel is not responsible for any force majeure events including without limitation traffic disruptions. In the event of delays caused by circumstances referred to above, confirmed dates are extended by the duration of the respective hindrance. In the Hotel will inform the customer without undue delay once it learns of any such hindrance.
 5. The following provisions apply in cases where the customer orders buffet services and the products are not heated, cooled, and freshly prepared by the Hotel in food trucks or mobile service counters:
 - a) Buffet lines are limited to two hours in the interest of quality and in view of the relevant food hygiene regulations. The Hotel's liability ends after this time.
 - b) The Hotel assumes no liability for improper storage of any supplied item from the time at which it is handed over to the customer.
 6. In all other cases, risk passes to the customer at the time of arrival at the place of delivery. Upon delivery, the customer is required to inspect for damage and must provide written confirmation on request.
 7. In the case of sales shipment, however, the risk of accidental loss and accidental deterioration of supplied food and beverages pass to the customer once the goods are handed over to the forwarder, carrier or other person or organisation carrying out the delivery.
 8. If the Hotel sends food or beverages or equipment to the contract partner using its own vehicles, risk passes to the customer at the time of arrival at the customer's place of delivery.
 9. Where acceptance is provided for in cases of the delivery of food prepared by the Hotel, the time of acceptance is decisive for the passage of risk to the customer. Acceptance is deemed to have occurred if the customer does not accept the respective goods or services within a reasonable period set by the Hotel despite the obligation to do so.
 10. Acceptance is deemed to have occurred if the customer is in default of acceptance. In such cases, storage costs incurred as result shall be borne by the customer from the time of readiness for shipment. The Hotel is entitled to otherwise dispose of items intended for delivery upon expiry of a reasonable period.

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11. Tableware, cutlery, glasses, tents, benches, table linen, tables, chairs, taps, etc. remain the property of the rental company. The Hotel is authorised to enter the location where these items have been brought in order to remove them. The customer is only entitled to exercise a right of retention with regard to claims that are undisputed or have been finally determined by a court. If the locations comprise locations where the customer has no domiciliary rights, they must provide notice accordingly and supply authorisation from the holder of such rights. Upon delivery, the customer is required to inspect supplied items for completeness and damage and must provide written confirmation on request. The organiser bears the risk of loss, breakage or damage from the time of transfer provided that they were not caused by Hotel employees. Compensation will be provided at the purchase price.
12. Supplied equipment must be handled with care by the customer. Tableware and glasses must be placed in the boxes in which they were provided in order to avoid transport damage. The organiser is wholly liable for loss and damage until pickup and acceptance by the Hotel.

VII. Changes in participant count and event time

1. The Hotel must be informed of changes in participant count of more than 5% no later than five business days prior to the start of the event. Any such change requires the written consent of the Hotel.
2. The Hotel will adjust the invoice accordingly in the case of a reduction in participant count of no more than 5% of which timely notice was provided. In the case of changes in excess of this amount, a reduction of 5% will be reflected when preparing the invoice. The customer has the right to reduce the agreed price by the expenses saved due to the lower number of participants. The customer bears the relevant burden of proof.
3. In the case of an upward change, the actual number of participants will be invoiced.
4. For changes in the number of participants of more than 10%, the Hotel may revise the arranged prices, and exchange confirmed rooms and/or catering location, unless this would be unacceptable to the customer.
5. If the event's agreed starting or ending times change and the Hotel agrees to such changes, the Hotel may reasonably charge for added costs related to such changes unless the Hotel is at fault.

VIII. Bringing/taking food and beverages

1. In general, customers may not bring food or beverages to events. Exceptions must be agreed with the Hotel in writing. In such cases, a charge will be made to cover overhead expenses.
2. In cases where customers take food made in the Hotel with them, the time of acceptance is decisive for the passage of risk to the customer. The Hotel assumes no liability for improper storage of any supplied item from the time at which it is handed over to the customer.

IX. Technical systems and connections

1. To the extent the Hotel obtains technical and other systems or equipment from third parties for the customer at the customer's request, it does so in the name of, on behalf of and for the account of the customer. The customer is responsible for the careful treatment and the proper return of any such systems or equipment. The customer shall indemnify the Hotel from all claims of third parties arising from the procurement and use of such systems and equipment.

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The customer is solely responsible for obtaining adequate insurance for any systems and equipment provided to them in the case of liability claims and financial losses.

2. In the case of catering, the customer is obliged to provide, at their own expense, electricity and water connections (supply and discharge lines, including waste water) up to the electricity distributor or water hydrant. The Hotel is only responsible for the distribution of the power and water connections up to the respective devices. The consumption costs, i.e. the costs for the electricity and water consumption incurred during the event, shall be borne by the customer. The Hotel is permitted to assign performance of its obligation on sub-contractors.
3. The use of the customer's own electrical equipment using the Hotel's power supply system requires the Hotel's written consent. The customer shall be liable for malfunctions of or damage to the Hotel's technical systems caused by using such equipment to the extent that the Hotel is not at fault. The Hotel may charge a flat fee for electricity costs incurred through such usage. Electrical equipment may only be connected to the existing electrical network to the extent that the permitted load is not exceeded. The customer is required to enquire about the permitted load in advance.
4. The customer may use their own telephone, fax, and data transfer equipment with the Hotel's consent. The hotel may charge a connection/consumption fee for such use.
5. A charge may be made for lost revenue if suitable Hotel equipment remains unused because the customer's own equipment is connected.
6. Malfunctions of technical or other equipment provided by the Hotel will be remedied promptly whenever possible. Payment may not be withheld or reduced to the extent the Hotel was not responsible for such malfunctions.
7. On request, the Hotel will arrange Internet access for the customer which is usually subject to a fee. The prices stated on most-current the price list apply. The Hotel merely facilitates access. User have no legal claim to uninterrupted use and/or a certain speed of Internet access against the Hotel. With regard to such issues, the Hotel assigns its respective claims for performance against the service provider to the customer. The WiFi network may be used after the access code has been provided. In the case of minors, access will only be granted after submission of a consent form from a parent or guardian.
 - a) The customer and/or user undertakes to observe applicable laws and standards of common decency when using the Internet. Users undertake not to disseminate or retrieve any content that violates copyright or other legal provisions or is immoral, including without limitation:
 - Not to disseminate or retrieve any content that is unconstitutional, racist, glorifies violence or is pornographic;
 - Not to retrieve, reproduce, distribute or make available any copyrighted material;
 - Not to install or use any file-sharing programmes.

The Hotel is entitled to block access immediately in the event that a customer and/or user breaches any of the obligations described above. The Hotel reserves the right to assert claims for damages. The Hotel expressly notifies the customer and/or user that making copyright-protected works available on the Internet constitutes a criminal offence; retrieval may also comprise a criminal offence itself.

- b) The customer and/or user further undertakes to maintain the secrecy of passwords provided for WiFi access.

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- c) The Hotel expressly notifies the customer and/or user of the fact that the customer and/or user is responsible for protecting their respective devices against defective programmes (viruses, etc.) or attempted intrusion (hacking, etc.) from the Internet and for backing up their data.
 - d) The Hotel shall not be liable for any damage incurred by the customer and/or user as a result of using Internet access, with the exception of damage caused by the Hotel intentionally or through gross negligence. This exclusion of liability does not apply to injury to life, limb or health.
8. The Hotel expressly notifies the customer and/or user of the fact that a band, disc jockey or similar entertainment provider must register the event with the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA). The customer expressly bears the obligation to register the event and may delegate this obligation to the band, DJ or similar entertainment provider. The customer expressly releases the Hotel from this registration obligation and shall indemnify the Hotel against any liability in this regard, including without limitation, any costs that may be incurred. The customer is notified of the opportunity to obtain information at <http://www.gema.de>.

X. Loss or damage to personal items

1. Customers shall bear the risk of damage or loss to items on exhibit or other objects, including personal property, brought into the event rooms/Hotel of catering location. The Hotel assumes no liability for loss, destruction or damage, including pecuniary damage, except in cases of gross negligence or intent. The foregoing does not apply to damages resulting from injury to life, limb or health. In addition, all cases in which safekeeping is a typical contractual obligation based on prevailing conditions in a specific case are excluded from this exemption from liability.
2. Decorations supplied by the customer have to meet the fire safety requirements. The Hotel is entitled to require official proof of such compliance. Should such proof not be provided, the Hotel is entitled to remove any materials that have already brought into the Hotel at the cost of the customer. In light of the risk of potential damage, the Hotel must be consulted in advance before setting up or mounting any objects.
3. Exhibition items or other items brought by the customer must be removed immediately after the event. If the customer fails to do so, the Hotel may remove and store any such items at the customer's expense. If any such objects remain in the event room, the Hotel may charge reasonable compensation for loss of use as long as such objects remain at the Hotel. The customer has the right to prove that such damages have not occurred or were incurred to a lesser degree.

XI. Duties of care / Customer's liability for damage

1. Provided the customer is an entrepreneur, they shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the customer themselves.
2. In the case of damages caused by the customer, the Hotel is entitled to charge for the cost of replacement.

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3. In the case of catering events, the Hotel reserves the right to charge reasonable deposit fees per day for the provision of any equipment for the duration of the event. If equipment is returned undamaged, the customer will be credited such fees. Any shortfalls shall be charged in accordance with Section VI (11) above.
4. The permissible floor load must not be exceeded when installing heavy equipment / objects.
5. The customer is obliged to take out an organiser's liability insurance policy (multi-cover policy or similar insurance policy) with sufficient cover and, if necessary, including extensions of cover in the event of an increase in risk for the event and to provide the Hotel with appropriate proof of such insurance on a timely basis before the start of the event, for example by presenting an insurance policy. Section IX no. 1, fourth sentence applies in all other respects.

XII. Corporate Identity

1. The complete name of the respective Hotel is "Falkenstein Grand", "Villa Rothschild" or "Hotel Atlantic Hamburg". The organiser / customer is obliged to use the correct name when indicating the event / catering location.
2. Image, photo and video records, as well as the Hotel's logo, are subject to copyright protection. They may only be used (e.g. online for a blog) with the Hotel's written permission.

XIII. Final provisions

1. Changes and additions to the contract, to the acceptance of a request for accommodation or of these General Terms and Conditions should be made in writing. Unilateral changes or additions by the customer are invalid.
2. The place of fulfilment and payment is the registered location of the Hotel.
3. In relation to commercial transactions - including disputes relating to checks and bills of exchange - the exclusive place of jurisdiction is the registered location of the Hotel. Insofar as a contracting party fulfils the requirements of section 38 (2) of the Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, the place of jurisdiction is the registered location of the Hotel.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the United Nations Convention on the International Sale of Goods and conflicts of laws principles are excluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The relevant statutory provisions shall apply in all other respects.

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