

General terms of business of the GARDEN HOTELS HAMBURG GMBH & CO KG

I. Application

1. These general terms of business apply to contracts for the rental of hotel rooms for purposes of accommodation and for all other services and supplies provided to the customer by the hotel.
2. The sub-letting or rental of the rooms provided, together with their use for other purposes than accommodation, requires the prior written agreement of the hotel, where § 540 Section 1 Sentence 2 BGB (German Civil Code) is waived in cases where the customer is not a consumer.
3. The customer's general terms of business will only apply if these have been expressly agreed in writing in advance.

II. Conclusion of contract, contractual partners, period of limitation

1. The contract comes into effect with the acceptance by the hotel of the customer's requested booking. The hotel has the option of confirming the room reservation in writing.
2. The hotel and the customer are the contractual partners. If a third party has made the reservation for the customer (as a guest) or the customer for a third party (as a guest), the third party is liable to the hotel together with the customer for all obligations arising from the contract of accommodation, where the hotel has received a corresponding declaration by the third party.
The customer is liable for all of the hotel's services which the third party (as a guest) makes use of, provided these are related to the services due under the contract, unless the service which has been used is so unusual in its nature or extent that its approval by the customer must be regarded as obviously excluded.
3. All claims against the hotel are in principle subject to a period of limitation of one year from the start of the period of limitations which, as prescribed by § 199 Section 1 BGB, begins with cognizance of the circumstances leading to the claim.
4. Claims against the hotel for damages are subject to a period of limitation of 5 years irrespective of cognizance of the circumstances leading to the claim. The reduced periods of limitation do not apply to any claims based on deliberate or grossly negligent dereliction of its duties on the part of the hotel.

III. Services, prices, payment, set-off

1. The hotel has the obligation to ensure the availability of the hotel rooms booked by the customer and to perform the agreed services.
2. The customer has the obligation to pay the applicable or agreed prices for the use of the rooms and the other services used. This also applies to services or payments provided to third parties on behalf of the customer.
3. The agreed prices include the applicable rate of VAT. If the period between the conclusion of the contract and the fulfilment of the contract is longer than 4 months and if the hotel increases its prices for the services involved, the agreed contractual prices can be increased by a reasonable amount, to a maximum of 5 %.
4. Both on the conclusion of the contract and afterwards, the hotel has the right to require an advance payment and/or reasonable security, which will be due at the latest 4 weeks before the beginning of the agreed services. A reasonable amount is 20% of the price of the service and from 4 weeks before beginning of the agreed services at least 50% of the price of the service. If the customer does not have a place of residence or business in Germany the hotel can require the full price of the service as advance payment or security.
5. Any invoices issued by the hotel without a date for payment fall due without deduction within 10 days from receipt of invoice. The hotel has the right to declare any accumulated claims as due immediately and to require immediate payment. In the event of a delay in payment the hotel has the right to charge the statutory interest on delayed payments of currently 8 % above the base rate, or in the case of legal transactions in which a consumer is involved, of 5 % above the base rate. The hotel reserves the right to claim a higher level of damages.
6. If the total amount owed to the hotel for services provided but not yet due for payment is greater than € 250.00, or if services are made use of for a period of more than a week, the hotel can ensure that accrued amounts fall due by issuing interim invoices.
7. The customer can set off only an undisputed or legally approved claim against a claim by the hotel.

IV. Withdrawal from the contract by the customer

(i.e. cancellation, failure to use the services of the hotel/ no show)

1. The withdrawal by the customer from the contract concluded with the hotel without financial penalty requires the hotel's written agreement. If this is not given, the price which was agreed in the contract will be payable even if the customer does not use the contractually agreed services. This does not apply to any breach of the obligation on the part of the hotel to show due consideration of the rights, objects of legal protection and interests of the customer, where as a result it would not be reasonable for him to be bound to the contract, or if the customer has a further legal or contractual right of withdrawal.
2. If the hotel and the customer have agreed in writing a date by which it is possible for the customer to withdraw from the contract without financial penalty, the customer can withdraw from the contract until such a date without incurring claims for payment or compensation on the part of the hotel. The customer's right to withdraw

from the contract becomes null and void if he does not exercise this right in writing by the agreed date, unless the withdrawal of the customer from the contract is covered by point No. 1 Sentence 3 above.

In the case of rooms not used by the customer, the hotel must deduct any income from renting the rooms to other parties as well as any services which were not used.

The hotel can, at its own discretion, demand the contractually agreed payment and consolidate the deducted amount of any services which were not used into a single sum. In this case the customer has the obligation to pay at least 90% of the contractually agreed price for overnight accommodation with or without breakfast, 70% for half-board and 60% for full-board accommodation.

3. The customer has the right to prove that the above demand is not justified or not justified to the required extent.

V. Withdrawal from the contract by the hotel

1. If the hotel and the customer have agreed in writing a date by which it is possible for the customer to withdraw from the contract without financial penalty, the hotel itself can withdraw from the contract during this period if another customer wishes to reserve the rooms booked under the contract and if the customer is not prepared, at the request of the hotel, to waive his right to withdraw from the contract. If an advance payment which has either been agreed or is required by the hotel in accordance with § III. No. 6 is not paid, even after the expiry of a reasonable period of extension set by the hotel, the hotel will have the right to withdraw from the contract.
2. In addition the hotel will have the right in extraordinary circumstances to withdraw from the contract for justified reasons in cases such as the following if force majeure or other circumstances outside of the control of the hotel make the fulfilment of the contract impossible;
if rooms have been reserved on the basis of misleading or fraudulent information of a significant nature, e.g. about the person of the customer or the purpose of the booking;
if the hotel has good reason for the assumption that the use of its services could endanger the trouble-free operation, security or public image of the hotel, without any responsibility for this being attributable to the management or organisation of the hotel;
in the event of a breach of clause I. No. 2.

In the event of justified withdrawal from the contract by the hotel the customer will have no claim for compensation.

VI. Reservation, availability and vacating of rooms

1. The customer will not acquire a claim to the provision of specific rooms. Reserved rooms are available to the customer from 14.00 hrs on the agreed day of arrival and will be held available at least until 16.00 hrs on the agreed day of arrival. If the customer or guest has not arrived by 16.00 hrs and if the hotel has not been notified of a later arrival, the hotel will be able to rent the reserved rooms to other guests.
2. The customer has no right to earlier availability of the room.
3. On the agreed date of departure the rooms must be vacated by 12.00 hrs at the latest. After this time the hotel can, because of the fact that the room has been vacated late, charge 50 % of the full accommodation price for the use of the room in excess of the agreed period up to 18.00 hrs, and 100% from 18.00 hrs. The customer does not obtain any contractual claims on the basis of this. He has the right to prove that the hotel did not acquire the right to make a charge for the use of the room, or that such a charge should be lower.
4. Where a specific quota of rooms has been reserved, the reservation of the rooms contained in this quota is binding. Both contracting parties have the right to make a written declaration to the other party before the agreed call-off date to reduce the number of rooms or cancel the quota.

VII. The liability of the hotel

1. The hotel is liable with the care of a prudent businessman for its obligations arising from the contract. Claims for damages on the part of the customer are excluded. Exceptions to this are injury to life, limb or health, if the hotel is responsible for the injury, or damage resulting from the deliberate or grossly negligent dereliction of contractually agreed obligations by the hotel. The dereliction of duties by the hotel's official representatives or persons acting on behalf of the hotel is equivalent to such dereliction on the part of the hotel itself. If there is a breakdown or defect in the hotel's services, the hotel will try to remedy the situation when it is informed about the problem or when the customer complains. The customer is obliged to make a reasonable effort to contribute towards remedying the situation and to keep possible damage to a minimum.
2. For goods brought into the hotel by guests the hotel is liable in accordance with the statutory requirements, which means up to one hundred times the price of the room to a maximum of € 3500, and up to € 800 for cash, securities and valuables. Cash, securities and valuables worth up to € 1.000,00 can be kept in the hotel safe or in a room safe. The hotel recommends that guests should make use of this facility. Any claim for liability is void if the customer fails to report the loss, destruction or

- damage to the hotel as soon as it becomes known (§ 703 BGB). Any further liability on the part of the hotel is correspondingly subject to No. 1 Sentences 2 to 4.
- If parking facilities are made available to the customer in the hotel garage or in a hotel car park, even if a charge is made for this, this does not mean that a contract of safe custody comes into being. The hotel accepts no liability for the loss of or damage to vehicles or their contents parked or located on the hotel site, unless it is guilty of deliberate actions or gross negligence. Point No. 1 Sentences 2 to 4 above applies correspondingly. There is no surveillance of vehicles.
 - Wake-up calls are carried out by the hotel with the greatest of care. Messages, post and shipments of goods for guests will be handled with care. The hotel will carry out delivery, storage and – at the request of the customer and against payment – onward shipment. In this respect the hotel accepts no liability and Point No. 1 Sentences 2 to 4 above applies correspondingly.

VIII. Concluding provisions

Any changes or additions to the contract, the acceptance of the request for accommodation or these general terms of business for accommodation at the hotel must be made in writing. Any changes or additions made unilaterally by the customer will not be valid.

The place of fulfilment and payment is the location of the hotel.

Sole place of jurisdiction – including disputes regarding cheques and bills of exchange – for commercial transactions is the location of the hotel. If a contractual partner meets the conditions of § 38 Section 3 ZPO and does not have a general place of jurisdiction in Germany the location of the hotel will be the place of jurisdiction.

German law will apply, to the exclusion of the United Nations law on contracts in international trade and the provisions on the conflict of laws. These general terms of business are to be interpreted on the basis of the original German version, of which this is a translation.

If any individual provision of these general terms of business for accommodation at the hotel is or becomes invalid this will not affect the validity of the remaining provisions. In other respects statutory requirements will apply.

General terms of contract for the use of function rooms at the Garden Hotels Hamburg GmbH & Co KG

I. Application

- These general terms of business apply to contracts for the rental of the hotel's conference, banqueting and function rooms for such events as banquets, seminars, conferences, exhibitions and presentations etc., together with all related services and supplies provided by the hotel.
- The sub-letting or rental of the rooms, areas or showcases provided, together with invitations to interviews, sales or similar events require the prior written agreement of the hotel, where § 540 Section 1 Sentence 2 BGB (German Civil Code) is waived in cases where the customer is not a consumer.
- The customer's general terms of business will only apply if these have been expressly agreed in writing in advance.

II. Conclusion of contract, contractual partners, liability, period of limitation

- The contract comes into effect with the acceptance by the hotel of the customer's requested booking. The hotel and the customer are the contractual partners. Any offer made by the hotel remains subject to confirmation until the written confirmation of the hotel has been provided.
- If the customer/person placing the order is not the organiser of the event, or if the organiser employs a professional intermediary, the organiser is jointly liable to the hotel together with the customer for all obligations arising from the contract, provided that the hotel has received a corresponding declaration by the organiser.
- If the option is granted to the customer for an agreed period to book specific facilities and services ahead of third parties, the hotel can request the customer to make use of the option (binding order), if a third party wishes to book the facilities and services in question. The option expires if the customer thereupon does not immediately agree to place a binding order for such the facilities and services.
- The hotel is liable with the care of a prudent businessman for its obligations under the contract. Claims for damages on the part of the customer are excluded. Exceptions to this are injury to life, limb or health, if the hotel is responsible for the injury, other damage resulting from the deliberate or grossly negligent dereliction of its duties on the part of the hotel or damage resulting from the deliberate or grossly negligent dereliction of contractually agreed obligations by the hotel. The dereliction of duties by the hotel's official representatives or persons acting on behalf of the hotel is equivalent to such dereliction on the part of the hotel itself.
- If there is a breakdown or defect in the hotel's services, the hotel will try to remedy the situation as soon as it is informed about the problem or when the customer complains. The customer is obliged to make a reasonable effort to contribute towards remedying the situation and to keep possible damage to a minimum. The customer is in other respects obliged to make any complaint to the hotel without delay and to refer the hotel in time to the possibility of the emergence of an unusually high case of damage.

- All claims against the hotel are in principle subject to a period of limitation of one year from the start of the statutory period of limitations. Claims against the hotel for damages are subject to a period of limitation of 5 years irrespective of cognizance of the circumstances leading to the claim. The reduced periods of limitation do not apply to any claims based on deliberate or grossly negligent dereliction of its duties on the part of the hotel.

III. Services, prices, payment, set-off

- The hotel has the obligation to ensure the availability of the services booked by the customer and confirmed by the hotel. The contractually agreed features of the function rooms are based on their condition and equipment at the time the contract is agreed. No guarantee is given of their suitability for a specific purpose.
- The customer has the obligation to pay the applicable or agreed prices for the use of this service and other services used. This also applies to services or payments provided to third parties on behalf of the customer, and in particular to the claims of copyright collection agencies.
- The agreed prices include the applicable rate of VAT. If the period between the conclusion of the contract and the fulfilment of the contract is longer than 4 months and if the hotel increases its prices for the services involved, the agreed contractual prices can be increased by a reasonable amount, to a maximum of 5 %.
- The hotel has the right at any time to require a reasonable advance payment. The amount and due dates of the advance payment can be agreed in the contract. If the total amount owed to the hotel for services provided but not yet due for payment is greater than € 250.00, or if services are made use of for a period of more than a week, the hotel can ensure that accrued amounts fall due by issuing interim invoices.
- Any invoices issued by the hotel without a date for payment fall due without deduction within 10 days from receipt of invoice. The hotel has the right to declare any accumulated claims as due immediately and to require immediate payment. In the event of a delay in payment the hotel has the right to charge the statutory interest on delayed payments of currently 8 % above the base rate, or in the case of legal transactions in which a consumer is involved, of 5 % above the base rate. The hotel reserves the right to claim a higher level of damage.
- The customer can set off only an undisputed or legally approved claim against a claim by the hotel.

IV. Withdrawal from the contract by the customer (cancellation)

- The withdrawal by the customer from the contract concluded with the hotel without financial penalty requires the hotel's written agreement. If this is not given the room rental which was agreed in the contract, together with any services obtained by the hotel from third parties will be payable, even if the customer does not use the contractually agreed services and if the rental of the facilities to another party is no longer possible. This does not apply to any breach of the obligation on the part of the hotel to show due consideration of the rights, objects of legal protection and interests of the customer, where as a result it would not be reasonable for him to be bound to the contract, or if the customer has a different legal or contractual right of withdrawal.
- If the hotel and the customer have agreed in writing a date by which it is possible to withdraw from the contract without financial penalty, the customer can withdraw from the contract until such a date without incurring claims for payment or compensation on the part of the hotel. The customer's right to withdraw from the contract becomes null and void if he does not exercise this right in writing by the agreed date, unless the withdrawal of the customer from the contract is covered by point No. 1 Sentence 3 above.
- If the customer does not withdraw from the contract until between the 8th and the 4th week before the date of the function, the hotel has the right, in addition to the agreed rental price, to charge 35% of the lost turnover from catering, in the case of every later withdrawal up to 24 hours before the date of the function 70% and for less than 24 hours before the date of the function 100% of the turnover from catering. The turnover from catering is calculated in accordance with the following formula: Catering price for the function x number of participants. If no catering price was agreed, the least expensive 3-course menu for the applicable function service will be used as the basis. If a conference price per participant was agreed, the hotel has the right, in the event of a withdrawal between the 8th and the 4th week before the date of the function to charge 60%, for a withdrawal up to 24 hours before the date of the function 85% of the conference price per participant and for a withdrawal less than 24 hrs before the date of the function 100%.
- The deduction of any services saved is covered by Points 3 to 5. The customer has the right to prove that the above demand is not justified or not justified to the required extent. The hotel reserves the right to exert claims for damages in addition to the charges for the payment for rooms or catering.

V. Withdrawal from the contract by the hotel

- If the hotel and the customer have agreed in writing a date by which it is possible for the customer to withdraw from the contract without financial penalty, the hotel itself can withdraw from the contract during this period if another customer wishes to reserve the rooms booked under the contract and if the customer is not prepared, at the request of the hotel, to waive his right to withdraw from the contract.

2. If an advance payment which has either been agreed or is required by the hotel in accordance with § III. No. 5 is not paid, even after the expiry of a reasonable period of extension set by the hotel, the hotel will have the right to withdraw from the contract.
3. In addition the hotel will have the right in extraordinary circumstances to withdraw from the contract for justified reasons, for example if force majeure or other circumstances outside of the control of the hotel make the fulfilment of the contract impossible; if facilities have been reserved with misleading or fraudulent information of a significant nature, e.g. about the person of the customer or the purpose of the booking; if the hotel has good reason for the assumption that the use of its services could endanger the trouble-free operation, security or public image of the hotel, without any responsibility for this being attributable to the management or organisation of the hotel; in the event of a breach of § I. No. 2.

In the event of justified withdrawal from the contract by the hotel the customer will have no claim for compensation.

VI. Changes in the number of participants and the time of the function

1. If the parties agree that catering services are to be provided on the basis of a number of participants with an indicated fluctuation value (e.g. 345 people +/- 10%), the indicated number of participants is regarded as having been agreed in concrete terms. The customer will have the right, to change the number of participants within the fluctuation range up to 72 hours before the beginning of the function by informing the hotel accordingly. If the hotel does not receive notice of a change in the number of participants in good time and provides services beyond the concretely agreed number of participants, these services must be paid for by the customer additionally in the same way as contractually agreed services.
2. The hotel must be informed about any change of more than 5% in an agreed number of participants without a fluctuation range at the latest 48 hours before the beginning of the function, and this requires the written agreement of the hotel. A reduction of max. 5% in the number of participants by the customer will be taken into consideration by the hotel in the invoicing of the service. Any fluctuation in excess of this will be based on the number of participants originally agreed less 5%. The customer has the right to reduce the agreed price by any cost savings which he can prove are created by the lower number of participants. In the event of a fluctuation upwards the actual number of participants will be invoiced.
3. In the event of a fluctuation in the number of participants of more than 10% the hotel has the right to change the agreed prices and to provide different rooms to those which had been agreed, unless such a change in rooms would be unreasonable with regard to the customer.
4. If there is a change to the agreed times for the start and end of the function and if the hotel agrees to the change, the hotel can make a reasonable charge for the additional provision of services, unless the hotel itself is responsible for making the change necessary.

VII. Provision by customer of food and drink, advertising

1. In principle the customer must not provide his own food and drink for functions. Any exception to this requires the written consent of the hotel. In such cases a contribution to covering overhead costs will be charged.
2. Publications of any kind which make a reference to the location of the function require the written consent of the hotel.

VIII. Technical facilities and connections, equipment

1. If the hotel obtains technical and other equipment from third parties at the request of the customer it will act in the name, with the authority and at the expense of the customer. The customer is liable for looking after such property and returning it in good condition. He indemnifies the hotel against the claims of third parties from the use of such facilities and equipment.
2. The use by the customer of his own electrical equipment in connection with the hotel's electrical network requires the written consent of the hotel. Any breakdowns or damage to the hotel's technical facilities caused by the use of such equipment will be the responsibility of the customer, unless the hotel itself is responsible for the damage. The hotel has the right to make a charge for the resulting electricity costs on a lump sum basis.

3. With the agreement of the hotel the customer has the right to use his own telephone, fax and data transmission equipment. The hotel can make a connection charge for this purpose. If the connection of the customer's equipment means that the hotel's own equipment remains unused, the hotel can make a charge for loss of income from this.
4. The introduction of additional equipment and decorative material requires the prior consent of the hotel. Any additional equipment and decorative material brought by the customer must be removed by him at the end of their use and the hotel facilities must be returned to their original condition. The customer is also responsible for the removal of any waste in accordance with the regulations. The hotel has the right to invoice the customer for the cost of removing any waste left behind and any related cleaning of the rooms used.
5. The customer guarantees to the hotel that his additional equipment and decorative material will not present a danger to the property of the hotel or third parties and that all public and legal regulations, in particular fire regulations, will be observed. The customer will be liable for any damage which arises in this connection and indemnifies the hotel against any claims on the part of third parties.
6. Any breakdowns on the part of technical or other facilities provided by the hotel will be remedied immediately wherever possible. Where the hotel is not responsible for such breakdowns the customer will not have the right to withhold or reduce payment.

IX. Loss or damage to any property brought into the hotel

1. Any property introduced for exhibition purposes or other property, including personal effects, will be on the hotel premises at the risk of the customer. The hotel accepts no liability for the loss, damage or destruction of such property or for financial loss, unless the hotel has been guilty of a premeditated act or gross negligence. Exceptions to this are injury to life, limb or health, or cases where the care of such property under the individual circumstances represent a contractual obligation.
2. If the hotel agrees to make parking facilities available to the customer or if the customer and his guests use the hotel's parking facilities, even if a charge is made for this, the hotel accepts no responsibility for the safety of such vehicles or their contents. There is no surveillance of vehicles.

X. The customer's liability in the event of damage

Where the customer is a business operator he is liable for all damage to buildings or property which is caused by participants in the function or visitors to it, other third parties connected with him, or by the customer himself. The hotel can request the customer to provide reasonable assurances in the form of insurance, deposits, or securities for example.

XI. Concluding provisions

Any changes or additions to the contract, the acceptance of the request for accommodation or these general terms of business for accommodation at the hotel must be made in writing. Any changes or additions made unilaterally by the customer will not be valid.

The place of fulfilment and payment is the location of the hotel.

Sole place of jurisdiction – including disputes regarding cheques and bills of exchange – for commercial transactions is the location of the hotel. If a contractual partner meets the conditions of § 38 Section 3 ZPO and does not have a general place of jurisdiction in Germany the location of the hotel will be the place of jurisdiction.

German law will apply to the exclusion of the United Nations law on contracts in international trade and the provisions on the conflict of laws. These general terms of business are to be interpreted on the basis of the original German version, of which this is a translation.

If any individual provision of these general terms of business for accommodation at the hotel be or become ineffective or invalid this will not affect the validity of the remaining provisions. In other respects statutory requirements will apply.

This announcement does not imply any decision on the compatibility of the recommendations of the civil code in the version which has been applicable since 1 January 2002. The authority to require examination by the court in accordance with this law or other statutory provisions is not restricted by this announcement. The above recommendations are without engagement. No economic, social or other pressure may be applied for their enforcement.

GARDEN HOTELS HAMBURG

Magdalenenstraße 60
20148 Hamburg
Tel.: +49 40 414040
Fax: +49 40 4140420
web: www.garden-hotels.de
mail: garden@garden-hotels.de