



**Booking Contract**  
**(Issued on October 17, 2023)**

**Group name: To be announced // Benjamin Akinmoyeje**

**Date:** on the Wednesday, 25. October 2023

**Block ID: 2668486**

*Between*

Elysée Hotel AG Hamburg  
Rothenbaumchaussee 10  
D- 20148 Hamburg  
Represented by: Madelaine Speckbauer  
Groups & Convention Sales Executive

*hereinafter called the Hotel*

*and*

*Company Adress*

In order for the contract to come into effect, we need an appropriate company address

*hereinafter called the Client*

The following contract governing the binding rent of function spaces and hotel rooms, incorporating the General Terms & Conditions of the Hotel, is hereby concluded

The contract shall enter into legal force only through signature by the two contracting parties. The performances set out below shall be the sole subject of the contract; any agreements differing from the offer must be in writing.

**EVENT SCHEDULE AND FUNCTION SPACES**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Function Space</b>	<b>Setup</b>	<b>Att.</b>	<b>Cost</b>
<b>Wednesday 25.10.23</b>	19:00- 19:30	Reception	Oval Office	High tables	30	***3.200,00 EUR Minimum Consumption
	19:30- 22:00	Dinner	Oval Office	Round tables	30	

The room rental charges are fixed costs for provision of the event accommodation, setting up and dismantling, energy, cleaning and staff.



**\*\*\*Minimum consumption:**

For provision of the event space the Hotel expects minimum sales of food and beverages of **EUR 3.200,00**. Should these sales not be reached on the event day, the Hotel shall charge the difference between actual and expected sales as a supplementary room rent.

From 1.00 a.m. a night supplement of EUR 300.00 shall be charged for each hour or part thereof and per each 100 guests.

**Beverage Package**

Softs EUR 38,00 p.p.  
Mineral Water  
Juice  
Wine and Beer  
Hot drinks  
Sparkling Wine

**Menus**

Enclosed you will find different menu proposals, we ask you to have a same menu for all guests.

**OTHER SERVICES BY THE HOTEL**

The following services will be confirmed in conjunction with the booking:

**Menu cards**

Individual menu or buffet cards may be produced by the Hotel; a charge of EUR 3.00 per card shall be made. An additional EUR 1.00 per card shall be charged for a coloured design or inclusion of company logos.

**Payment and adoption of costs**

The Client shall inform the Hotel bindingly of the payment arrangements for the services set out in this contract. Subsequent amendments must be in writing.

	Payable by organiser	Payable by guest
Meeting space	X	
Incidentals		X
No Shows / Cancellation	X	

Unless advised otherwise, the contractual address shall be the invoice address and shall be binding on both Parties. Amendments to invoice issue must be submitted to the Hotel in writing.

Alternative invoice address or addenda to invoice:

---

---

**Estimated costs**



**Total estimated costs are EUR 3.200,00**

Event	Attendee number	Days / Nights	Total amount
Dinner	30	1	3.200,00 €
			<b>3.200,00 €</b>

#### **Advance payment**

Should the Client adopt the costs, he hereby agrees to make the following advance payments:

#### **Full prepayment is required as outlined below:**

100% Deposit                      EUR                                      received by the hotel no later than  
**23.10.2023**

Transfers to the Hotel's bank account must be made stating the Contract Number. An advance invoice to this effect will be sent to the Client by the Hotel.

#### **Bank details of Hotel**

Hamburger Sparkasse AG  
IBAN: DE73 2005 0550 1002 1803 11  
BIC: HASPDEHHXXX

#### **Withdrawal by Client**

After conclusion of the contract a free cancellation of the event is no longer possible.

- a) Withdrawal up to 4 calendar days prior to event                                      80% of services booked
- a) Withdrawal less than 3 calendar days prior to event                                      100% of services booked

In deciding whether exercise of the right of withdrawal has been made on time, the time when the Client's written declaration of withdrawal is received by the Hotel shall be decisive.

Should the right of withdrawal fail to be exercised on time, the foregoing terms and conditions of cancellation shall apply.



### **Conclusion of contract**

The Hotel shall be bound to the contractual offer, as sent to the Client, until **19.10.2023**. The Contract shall be created upon receipt by the Hotel within this period of grace of the Client's written acceptance of offer. Should this contract not have been delivered to the Hotel by the foregoing date, the offer shall be void and may only be accepted by the Client following further enquiry at the Hotel.

Should the Hotel receive a further enquiry for the same date in the meantime, the Client shall be contacted prior to the actual option deadline and in this case must make a decision within 24 hours.

1. The client is requested to return a signed copy of this order to the hotel by: 19.10.2023
2. The total event can be cancelled without penalty by: not possible

Please note that the hotel management reserves the right to cancel all accommodation and function space, should the signed agreement or the agreed payments not reach the hotel by the due dates.

Hamburg, 17 October 2023

\_\_\_\_\_  
Für: ICANN  
Name, Signature, Stamp

\_\_\_\_\_  
Place, Time

\_\_\_\_\_  
Grand Elysée Hamburg  
Elysée Hotel AG  
Madelaine Speckbauer  
Convention Sales Executive

\_\_\_\_\_  
Place, Time



## GENERAL TERMS & CONDITIONS OF ELYSÉE HOTEL AG HAMBURG

### 1. Scope

1. These Terms & Conditions shall apply to contracts governing the rental cession of hotel rooms for accommodation, meeting rooms and all further supplies and services provided for the customer by the Hotel.
2. Subletting or re-letting of rooms so supplied and their use for purposes other than accommodation shall require the prior written permission of the Hotel, Section 540, Paragraph 1, Clause 2 of the German Civil Code (BGB) being thereby waived, insofar as the Client is not a consumer.
3. The Client's terms and conditions of business shall only apply if this has been expressly agreed in advance.

### 2. Prices

All prices are given in EURO; including current German value added tax, service charge and local taxes. All adaptations of prices due to changes in the law shall be borne by the client.  
The contracted rates are provided by Hotel to the Client under the condition that they are used as end-user rates. No increase or mark-up is admissible on the rates vis a vis further parties. The client is however free to resell at rates lower than the contracted rates at his absolute discretion.

### 3. Conclusion of contract, contracting partners

1. The contract shall be created through acceptance of the Client's application by the Hotel. The Hotel shall be free to confirm the room booking in writing.
2. The contracting partners shall be the Hotel and the Client. Should a Third Party have booked for the Client (as guest), or should the Client have booked for a Third Party (as guest), the Third Party shall be liable to the Hotel together with the Client as joint and several debtors for the liabilities arising from the hotel-accommodation contract, providing a declaration by the Third Party to this effect has been supplied to the Hotel. The Client shall be liable for every service supplied to the Third Party (as guest), insofar as such service is connected with the performances due under contract, unless the service so enjoyed is so unusual in type or scope that approval by the Client must obviously be deemed to be precluded.
3. Should the Client have been granted the right for an agreed option period to book the services under option bindingly and with preference over Third Parties, the Hotel may require the Client to exercise the said option (binding order) if a request has been made by a Third Party for the services under option. The option shall expire if the Client then fails to declare immediately that he will bindingly book the services under option.
4. The Hotel shall be liable with the care of a prudent merchant for its obligations under the Contract. Claims by the Client for damages are hereby excluded. This shall not apply to loss arising from injury to life, limb or health if the Hotel is culpable of the breach of duty, or to other loss which is due to deliberate or grossly negligent breach of the Hotel's contractually typical duties. A breach of duty by the Hotel shall be equivalent to that of a legal representative or vicarious agent.
5. Should the Hotel's services suffer disruptions or defects, the Hotel, shall make every effort to effect redress. The Client shall have a duty, as far as it may reasonably be expected of him, to assist in ending the disruption and in minimising any possible loss, and in particular to ensure that an immediate complaint (including a complaint by the guest) is made to the Hotel.

### 4. Equipment, suitability

The intended characteristics of the event rooms as due under contract shall be implied by the equipment and condition of the said rooms at the time when the contract is concluded. No suitability for a particular purpose shall be due.

### 5. Withdrawal by Client (discontinuance, cancellation)

Statutory provisions shall apply, unless agreed otherwise.

### 6. Withdrawal by Hotel

1. Insofar as a cost-free right of withdrawal by the Client within a certain period of grace has been agreed in writing, the Hotel shall for its part be entitled during this period to withdraw from the contract if requests by other clients for the contractually booked event rooms have been received and the Client, upon receiving a query by the Hotel, fails to waive his right of withdrawal.
2. Should an agreed advance payment fail to be made, the Hotel shall likewise be entitled to withdraw from the contract.
3. The Hotel may further withdraw if fulfilment is impossible due to force majeure or other circumstances for which the Hotel is not responsible, and in the case of bookings containing misleading or false statements of essential facts, e.g. of the Client or the purpose; if there exists justified cause to suppose that the event will endanger smooth business operations, without such being attributed to the control or organisation of the Hotel; and in the case of unauthorised subletting. In case of justified withdrawal, the Client shall enjoy no claim to damages.

### 7. Changes to number of participants and event time

Should the agreed starting or finishing times of the event be postponed, and should the Hotel agree to these changes, the Hotel may make a reasonable charge for its additional service readiness, unless the Hotel is culpable.  
The final number of attendees (minimum guaranteed numbers) are contractually fixed and must therefore be complied with. Number of attendees can be reduced to minimum guaranteed numbers until three working days prior to event start date.



Should the number of participants fall under the minimum guaranteed numbers, the event organiser is obliged to cover the costs for the decreased number of participants in full.

Should the actual number of participants exceed the minimum guaranteed numbers, the event organiser is obliged to communicate the number of additional delegates at least 3 days prior to the event start date.

In case the hotel doesn't receive the additional numbers within the given time frame, the smooth operation of the event cannot be assured any longer. If the additional numbers should exceed the minimum guaranteed numbers by more than 5%, the hotel might not be able to serve according to the requested order of courses.

The minimum number of attendees will automatically be regarded as final numbers, should the hotel not receive any higher revised number.

#### 8. Catering and advertising

1. The Client must not bring food or beverages onto the premises. Exceptions shall require a written agreement with the Hotel. In these cases a sum to cover overheads shall be charged.

2. Publications of any kind by the Client in which attention is drawn to the event venue shall require the written permission of the Hotel.

Only the hotel's own catering services may be employed to offer any type of catering in the hotel, including small refreshments such as coffee, mineral water, fruit juice and the like.

Should the organiser offer his own beverages (with the express permission of the hotel management) he must remunerate the hotel to the extent of 50% of its forgone sales on the same beverages, in the absence of any other written agreement.

#### 9. Technical facilities and connections, appointments and fittings

1. Insofar as the Hotel obtains technical and other facilities from Third Parties for the Client at the Client's instigation, it shall act in the name and with the legal authority of the Client, and on the Client's account.

The Client shall be liable for careful treatment and due and proper return. He shall release the Hotel from all claims by Third Parties arising from the supply of these facilities.

2. Use of the Client's own electrical equipment, including utilisation of the Hotel's own electricity network, shall require the Hotel's written permission. Any disruptions or damage to the Hotel's technical systems arising from the use of this equipment shall be charged to the Client, insofar as the Hotel is not culpable thereof. The Hotel may record and charge the electricity costs incurred through such use as an all-inclusive sum.

3. All appointments, fittings and decorations brought onto the premises by the Client must be removed from the rooms at the end of the agreed period of use and their original condition restored. To this extent the Client must ensure that arrangements for disposal of waste are made in conformity with the law.

The Hotel shall be entitled to charge the Client for the actual disposal costs of the remaining waste materials and for the particular cleaning of the rooms associated therewith.

4. The Client shall guarantee the Hotel that the appointments, fittings and decorations shall cause no risk to objects of legal protection belonging to the Hotel or to Third Parties and that all relevant regulations under public law, particularly fire-safety regulations, have been complied with. The Client shall be liable for any loss incurred in this connection and shall release the Hotel from any claims brought by Third Parties.

5. Disruptions to technical or other facilities provided by the Hotel shall be rectified immediately as far as possible. Payments may not be retained or reduced insofar as the Hotel is not culpable for these disruptions.

#### 10. Loss or damage to items brought onto the premises

1. Items of exhibition or other items, including personal effects, shall be in the event rooms or Hotel at the Client's risk. The Hotel shall undertake no liability for loss, damage or destruction, nor for pecuniary loss, except in case of gross negligence or intention on the part of the Hotel. This shall not include loss resulting from injury to life, limb or health. In addition, all cases in which custody represents a contractually typical duty on the grounds of the circumstances of the individual case are hereby excluded from this disclaimer of liability.

2. Should the Hotel agree to provide parking places for vehicles, or should the Client and his guests use the Hotel's parking places, either at a charge or free of charge, the Hotel shall have no duty to undertake custodial care of the said vehicles. No security surveillance shall be carried out.

#### 11. Relocation

In the unlikely event that the Grand Elysée Hamburg does not, for any reason have the required number and type of rooms available at the relevant hotel on the required dates as per the booking, Grand Elysée Hamburg reserves the right to relocate the Client to an alternative hotel of a similar standard in the same locality.

If the particular room, which has been booked by the Client, is unavailable at the Hotel on the required date as per booking, Grand Elysée Hamburg reserves the right (without liability) to relocate the Client to an alternative room of a similar standard within the same Hotel.

#### 12. Renovations

The hotel points out those renovations might be carried out in part of hotel as well as in the near neighbourhood. However, the routine operation of those parts of the hotel not affected by renovation work will continue without interruption. The hotel shall take the necessary steps to ensure that the organiser and hotel guests will not suffer any inconvenience. The hotel



does not accept any legal liability or warranty for any damages and claims arising from this construction activity, except in the case of injuries to persons or damages to property caused by intent or gross negligence.

#### 13. Vacation of the premises

The Hotel will undertake no responsibility for items left behind or for unattended cloakrooms.

Should the event produce a disproportionately large amount of waste materials, the Client has a duty to attend to its disposal. Should this not be done following the event; however, the Client will be charged for the disposal costs incurred.

Deliveries of event materials should be made to the Hotel no earlier than 3 working days prior to the event. When making delivery, the following information must be supplied: the name of the event, the event room, and the event date. Earlier deliveries shall require the permission for the Hotel and may incur additional storage costs.

Opening times for goods acceptance at the hotel are Monday to Friday between 8.00 a.m. and 2.00 p.m.

Deliveries shall be made available in full by the Hotel in the event room on the event day; they shall be distributed and allocated by the host. Collection of materials must be ordered and paid for by the Client; these should be made no later than 5 working days following the event. Arrangements to the contrary must be agreed with the Hotel and must be in writing.

Materials or items left behind which are not collected by the Client, or which are not covered by any special agreement, shall be disposed of by the Hotel after 14 days at latest.

#### 14. Force majeure

"Force majeure" frees both contractual parties, the customer and the hotel, from the contractual responsibilities of this agreement. Force majeure includes: war, military occupation, riot, strike, total collapse of the provision of supplies, total suspension of air traffic (except in the case of adverse climatic conditions and strike), and all of these only when the hotel and its operation are directly affected.

#### 15. Live Entertainment, Music or other possible sound sources

Within the Hotel premises, a maximum sound level of 85 decibel without bass, window and doors needs to be closed) is acceptable for music and entertainment. The event organizer must comply with the Hotel's rules and adhere to requests of Hotel's staff to adjust the volume. In case the event organizer opposes to Hotel's rules or requests, the Hotel is entitled to stop the function immediately as well as to forward possible fines due to noise complaints to the event organizer.

#### 16. Services, prices, payment

1. The Hotel shall have a duty to keep ready the rooms booked by the Client and to supply the agreed services.

2. The Client shall have a duty to pay the Hotel's prices agreed or applicable to the cession of rooms and to any further services supplied. This shall also apply to services and expenses provided by the Hotel to Third Parties at the Client's instigation.

3. The agreed prices shall include statutory Value Added Tax in force for the time being. Should the time between conclusion of contract and fulfilment of contract exceed 4 months, and should the price calculated by the Hotel for such services increase, the Hotel may raise the contractually agreed price to a reasonable amount, but only to a maximum of 5%.

4. The Hotel shall be entitled, both upon conclusion of contract and thereafter, to require an advance payment and/or a reasonable security, due no later than 4 weeks prior to commencement of the agreed services. "Reasonable" shall mean the performances set out under the heading *Advance payment*. Should the Client have no place of residence or registered office in Germany, the Hotel may require the full price as advance payment or security.

5. Should total receivables not yet due to the Hotel for services already rendered exceed the sum of € 250.00, or should services be required for a period of more than one week, the Hotel may charge cumulated sums by interim invoices.

#### 17. Withdrawal by Client (discontinuance, cancellation)

Statutory provisions shall apply, unless agreed otherwise.

In case of cancellations that exceed the numbers stated above, the cost of rooms will be charged for the total envisaged period of residence.

In case of NO-SHOWS of clients the hotel allows itself to charge the room rate for the total envisaged period of residence. Hereby the reservation for the entire stay will be cancelled and released for resell.

Should the organiser cancel a booking that has already been confirmed, all preparatory costs, particularly with respect to the rental of technical equipment, engagement of musicians, etc., will be charged in their entirety to him.

#### 18. Withdrawal by Hotel

- Should force majeure or other circumstances for which the Hotel is not responsible make fulfilment of the contract impossible

- Rooms are booked by giving misleading or false information regarding essential facts, e.g. relating to the person of the Client or the purpose of the booking

-The Hotel has justified cause to suppose that utilisation of the hotel service will endanger the smooth business operations, the security or reputation of the Hotel among the public, without such being attributed to the control or organisation of the Hotel

In case of justified withdrawal, the Client shall have no claim to damages.



19. Arrival and departure

Rooms will be available on the day of arrival from 2.00 p.m.; guests shall vacate their rooms by 12.00 p.m. on the day of departure.

20. Concluding provisions

The place of fulfilment and payment shall be Hamburg.

The sole place of jurisdiction in commercial trade transactions shall be the registered office of the Hotel.

Insofar as a Contracting Partner fulfils the prior condition of Section 3, Paragraph 3 of the Civil Proceedings Code (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be deemed to be the registered office of the Hotel.

German shall apply. Application of the UN law of sale and purchase and law of statutory collision is hereby excluded. Should individual provisions of these Terms & Conditions of Business be or become ineffective or void, the efficacy of the remaining provisions shall not be affected thereby. Otherwise statutory regulations shall apply.