

TTG Betriebs GmbH & Co. KG
Restaurant "clouds – Heaven's Bar & Kitchen"
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Terms of Service
TTG Betriebs GmbH & Co. KG
In the following referred to as "Clouds"

§1 Scope

1. These conditions apply to contracts for the rental of the restaurant, bar and terrace of the Cloud for the implementation of events such as banquets, seminars, meetings, weddings, etc., including all related other services and deliveries of the Cloud as well as for gastronomic services.
2. The subletting or re-letting of the leased rooms, areas or showcases as well as invitations to job interviews, sales or similar events require the prior written consent of the cloud.
3. The organizer's terms and conditions only apply if this has been expressly agreed in writing..

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

1. The offers of the cloud are always non-binding.
2. The contract is only concluded with the consent and sending of the written order confirmation from the cloud. All agreements that are made must be recorded in writing.
3. An agreement on deliveries and services is only binding for the Clouds if it has been confirmed in writing by both parties.
4. The contractual partners are the Clouds and the customer. If the customer / orderer is not the organizer himself or if the organizer engages a commercial agent and organizer, they are jointly and severally liable with the organizer for all obligations under the contract if a declaration by the agent is available.
5. The Clouds is liable for its obligations under the contract with the diligence of a prudent businessman. Claims of the customer for damages are excluded. Excluded from this are damages resulting from injury to life, limb or health, if the Clouds is responsible for the breach of duty, other damages based on an intentional or negligent breach of typical contractual obligations of the Cloud. A breach of duty by the cloud is equivalent to that of a legal representative or vicarious agent. Should disruptions or deficiencies in the services of the cloud occur, the cloud will endeavor to remedy the situation if it becomes aware of it or if the customer complains immediately. The customer is obliged to inform the Clouds in good time of the possibility of exceptionally high damage occurring and to limit the possible damage to a minimum.
6. All claims against the Clouds generally become statute-barred one year from the start of the statutory limitation period. Claims for damages become statute-barred after five years regardless of knowledge. The shortening of the limitation period does not apply to claims based on an intentional or grossly negligent breach of duty by the cloud.
7. By concluding the contract, you agree that your data can be used to send general information. We will not make your personal data available to third parties. You can revoke the receipt of the information at any time with effect for the future at info@clouds-hamburg.de.

§3 Invoices, down payments, services, prices, payments

1. The organizer is obliged to pay the cloud prices agreed for these services. This also applies to services and expenses of the cloud to third parties in connection with the event.
2. All prices include the currently applicable sales tax of 19%. The reduced tax rate of 7% applies to the serving of food until December 31, 2022. Increases in sales tax are at the expense of the contractual partner. If the period between the conclusion of the contract and the event exceeds 4 months and the price generally charged by the Clouds for such services increases, the contractually agreed price can be adjusted appropriately and in line with the market.
3. Cloud invoices without a due date must be paid within 10 days of receipt of the invoice without any deductions. The Clouds is entitled to make accrued claims due at any time and to demand immediate payment. In the event of default in payment, east is entitled to demand the respectively applicable statutory default interest in the amount of currently 8.12% or, in the case of legal transactions in which a consumer is involved, in the amount of 4.12% above the base rate. The cloud reserves the right to provide evidence of damage.
4. Default in payment with just one invoice entitles Clouds to suspend all further and future services for the organizer. The prerequisite is that the Clouds reminds of the default in payment, setting a deadline and pointing out the consequences.
5. If the partial payment due before the event is not made, Clouds is entitled to refuse the service and to receive compensation for the resulting damage. We reserve the right to make further claims.
6. Advance payments: Up to a total amount (gross) of EUR 2,500.00, a credit card number with a validity date as a guarantee must be given 7 days before the start of the event. Clouds is entitled to check the validity of the credit card and to reserve amounts due. For events from EUR 2,500.00, 80% of the agreed or expected turnover must be transferred to our specified account at least 25 days before the day of the event, against a down payment invoice. The value date of the transfer is decisive. If no advance payment has been received 21 days before the start of the event, the reserved and planned services will be put back on the market. The cancellation fees are not excluded and are calculated according to the general terms and conditions of TTG Betriebs GmbH & Co. KG. Cancellation costs are only charged if the event rooms and other services cannot be resold.
7. For companies based abroad, Clouds is entitled to request an advance payment in the amount of the total amount.
8. Invoices can be sent electronically (by e-mail; as a PDF file) or by post.
9. Invoices are to be paid immediately in cash or by credit card. The Clouds is entitled to reject foreign exchange, checks and credit cards. Vouchers from tour operators will only be accepted if there is a credit agreement with the company concerned or if appropriate advance payments have been made. A reimbursement of unused services is excluded.
10. Acknowledgment - In the case of individual consumption billing, the organizer is required to confirm the completed bill with his signature. Without a signature, the unsigned invoice serves the Clouds as a basis for calculation without the right to object.
11. The Clouds pays commissions for all bookings made through registered agencies. Only the prices that have been specified as such in advance by the Clouds event team can be picked. The commission paid to event agencies is a predetermined amount plus taxes and service fees. Payment is made directly to the cloud.

§4 GEMA

1. All events that are subject to GEMA must be reported to GEMA in advance by the organizer. The organizer bears the GEMA fees. The organizer releases the cloud with regard to all demands of GEMA.

§5 Surrender of motifs for film or photo shoots

1. Film or photo recordings for non-exclusively private purposes, commercial recordings or recordings for public performance or broadcasting require the written approval of the cloud and are subject to a charge. The exact conditions are regulated in a separate contract for the provision of motifs.

§6 Cancellations, number of participants, withdrawal

1. Cancellations must be made in writing. Depending on the point in time of the termination, an obligation to pay compensation remains to a different extent.
2. Reservations made by the contracting partner are binding for both contracting parties. If the contracting partner cancels the contract, he or she may have to pay the following compensation:
 - No compensation if the written cancellation is received by Clouds up to 180 days before the start of the service period.
 - Compensation in the amount of 50% of the value of the ordered services if the written cancellation is received by Clouds up to 150 days before the start of the service period.
 - Compensation in the amount of 70% of the value of the ordered services if the written cancellation is received by Clouds up to 120 days before the start of the service period.
 - Compensation in the amount of 90% of the value of the ordered services if the written cancellation is received by Clouds up to 90 days before the start of the service period.
3. For events at which food and / or drinks are served, the organizer must provide Clouds with binding information on the number of participants and the choice of food no later than 20 working days before the event.
4. In the event that the specified number of participants is exceeded by more than 20%, the Clouds must reserve the right to change the agreed menu sequence or the agreed prices.
5. In the case of deviations in the number of participants, the actual number of participants will be used as a basis.
6. Clouds is also entitled to withdraw from the contract for objectively justified circumstances, for example if:
 - a) Force majeure or other circumstances for which Clouds is not responsible make the fulfillment of the contract impossible.
 - b) Events are booked with misleading or false information about essential facts, for example the organizer or the purpose.
 - c) the Clouds has justified cause to believe that the event may jeopardize the smooth business operations, the security or the public image of the cloud without this being attributable to the sphere of control or organization of the cloud.
7. The Clouds has to inform the organizer immediately of the exercise of the right of withdrawal.
8. The organizer has no claim for compensation against the Clouds, except in the case of willful or grossly negligent behavior by the Cloud.
9. Cancellation costs will only be charged if the event rooms and other services cannot be resold.

§8 Extension of use, additional services

1. Reserved rooms are only available to the organizer within the period agreed in writing. Any further use requires the approval of the cloud.
2. For events that go beyond midnight, the Clouds can bill each booked service employee for each hour or part thereof.
3. If the agreed time of the start or end of an event is postponed, Clouds is entitled to invoice the contractual partner for all additional costs incurred as a result.
4. For construction and dismantling work that is supported, supervised or carried out by cloud technicians, a gross rate of EUR 30.00 per hour and employee is charged.
5. The costs incurred in addition to the agreed contractual services, such as telephone, bar, additionally ordered food and drinks are to be paid by each event participant himself. If this does not happen, the organizer is jointly and severally liable.
6. The organizer is generally not allowed to bring his own food and drinks to events.
7. Packaging materials, exhibition items or other items that have been brought in must be removed immediately after the event has ended. If the organizer fails to do this, the Clouds may remove and store it at the organiser's expense. If the items remain in the event room, Clouds can charge the room rent for the duration of the stay. The organizer reserves the right to provide evidence of lower damage.

§9 Liability

1. The Clouds is liable for its obligations under the contract. This liability is limited to performance deficiencies which, except in the typical performance area, can be traced back to intent or gross negligence on the part of the cloud. In addition, the organizer is obliged to inform Clouds in good time of the possibility of damage occurring.
2. Insofar as the Clouds procures technical and other equipment from third parties for the organizer at the organiser's request, it acts in the name, on the power of attorney and for the account of the organizer. The organizer is liable for careful handling and proper return. He releases the Clouds from all third party claims arising from this transfer.
3. The use of the organizer's own electrical systems using the power grid of the cloud requires written consent. Malfunctions or damage to the technical systems of the cloud caused by the use of these devices are at the expense of the organizer, unless the cloud is responsible for them. The electricity costs resulting from the use may be recorded and calculated on a lump-sum basis by the Clouds.
4. Faults in the technical or other facilities made available by the cloud will be eliminated immediately if possible. Payments cannot be withheld or reduced if Clouds is not responsible for these disruptions.
5. Exhibition items or other items, including personal items, are at the organiser's risk in the event rooms or in the cloud. The Clouds assumes no liability for loss or damage, except in the case of gross negligence or willful misconduct.
6. Decoration material brought along must meet the fire protection requirements. The Clouds is entitled to request official evidence. Because of possible damage, the setting up and attachment of objects must be coordinated with the Clouds in advance.
7. The organizer is liable for all culpably inflicted damage to buildings or inventory caused by event participants or visitors, other third parties from his area or himself.
8. The organizer is liable for the behavior of his employees, event participants and other auxiliary staff, as well as for his own behavior.
9. The Clouds can demand the provision of appropriate securities (e.g. insurance, deposits, guarantees) from the contractual partner.

§10 Final provisions

1. Changes or additions to the general terms and conditions, the contract or the acceptance of applications for events or room reservations must be made in writing. Unilateral changes or additions by the organizer / customer are ineffective. The organizer / customer will be informed of all changes in writing. There is a right of objection of 4 weeks.
2. Place of fulfillment and payment is Hamburg, the seat of TTG Betriebs GmbH & Co. KG - Clouds.
3. The exclusive place of jurisdiction, also for check and bill of exchange disputes, is the seat of TTG Betriebs GmbH & Co. KG - Clouds.
4. If a contractual partner fulfills the requirements of Section 38 (1) ZPO and does not have a general place of jurisdiction in Germany, the place of jurisdiction with the registered office of TTG Betriebs GmbH & Co. KG - Clouds is deemed to have been agreed.
5. German law applies. The application of the UN sales law and the conflict of laws is excluded.
6. Should individual provisions of these general terms and conditions be ineffective or void, this shall not affect the validity of the remaining provisions. The same applies to loopholes in the contract. In addition, the statutory provisions apply.

With your signature you accept the general terms and conditions of TTG Betriebs GmbH & Co. KG.

_____ Organizer - customer
Place / date / signature stamp

_____ TTG Betriebs GmbH & Co. KG - Clouds
Place / date / signature stamp