Terms and Conditions

DUCKMAN Himmelheber GmbH · Poppenbütteler Chaussee 3 · 22397 Hamburg
As of 26 November 2026 · https://the-duckman.de/en/agb

This is an English translation of our German terms and conditions (Allgemeine Geschäftsbedingungen). Both versions have the same content.

1. Scope and contracting party

These terms apply to evenings at the event “Duckman” that we agree with a group on request (section 2) and to orders of Duckman to go, duck and goose for pickup (section 9), through our website. Your contracting party and the organiser is DUCKMAN Himmelheber GmbH, represented by its managing director (Geschäftsführer) Lenz Leslie Himmelheber, Poppenbütteler Chaussee 3, 22397 Hamburg, Germany, commercial register Amtsgericht Hamburg HRB 201393 (“we” or “organiser”). You can reach us by email at reservierung@the-duckman.de and by phone on +49 40 605 588 87.

For tickets and reservations bought or sent online before this version applied, the version of these terms that applied at the time continues to apply; it is attached as a PDF to the confirmation email. For an evening we agreed with you by email before this version applied, that agreement and the version of these terms that applied at the time continue to apply.

2. Evening for groups: request, confirmation and conclusion of the contract

The evening is available for groups of 10 or more and only on request. With the form on our website you tell us two preferred dates and one alternative date, the number of guests, an email address and a phone number. The request is non-binding and free of charge. It does not conclude a contract, and there is no right to a particular evening.

If we can offer you an evening, we send you our confirmation by email, with a link to a page for your evening. Our confirmation is our offer to you: it states the evening and the start time, the number of guests, the price per person for the menu, how you pay for the evening, and the rule on the cancellation fee (section 7). It is valid for 5 days, but no longer than until the evening starts. If you do not book by then, it lapses and we may give the evening to others.

You accept our confirmation by clicking “Book with obligation to pay” on the page behind the link and then storing a card with our payment service provider Stripe (section 4). Before you click, the page shows you everything that applies to your evening, the rule on the cancellation fee in short form and these terms, which you accept by ticking a box. The contract is concluded as soon as the card is stored; if you cancel at Stripe or the card cannot be stored, no contract is concluded. We confirm your booking by email, with these terms attached as a PDF. If anything in our confirmation is not right, for example the night or the number of guests, do not book but write to us, and we will send you a new confirmation. What our confirmation states and whatever else we agree with you by email takes precedence over these terms.

How an order to go works: you choose the dish, pickup location, pickup day and quantity and, if you like, extras and bottles, and enter your contact and billing details. Before you click “Order now — pay”, you see everything in the summary. Until then you can change any entry directly in its field or go back one step with “Back”; you can also still cancel at Stripe before paying, in which case no contract is concluded (section 9). We store your order; you can access your pickup pass and the invoice via the link in your confirmation email. You can access, save and print these terms at any time at https://the-duckman.de/en/agb; the version that applies to your order is attached as a PDF to your confirmation email. You can send a request, book and order in German and in English; these terms are available in both languages.

3. Prices, VAT and discount codes

All prices are final prices including statutory VAT. Since 1 January 2026, food has been subject to the reduced rate of 7% and drinks to the standard rate of 19%. For an evening, the price per person from our confirmation (section 2) applies; drinks cost what the drinks list states on the night, and pre-ordered bottles what we agreed for them by email. The invoice for an order to go shows VAT separately for each rate.

Discount code: With a valid discount code for Duckman to go, the price of your order goes down. What it deducts, what it applies to and until when is stated on the promotional material and, once you enter it, next to the field for the code; what counts is when you order, not the pickup day. For an evening, the discount code ENTENPOST applies: if you enter it in the “Code” field of your request, we deduct €10 per person from the price per person for the menu; our confirmation shows the deduction (section 2). The code applies to requests we receive by 30 Nov 2026, 11:59 pm. A discount code is

not paid out in cash.

4. Payment

How and when you pay for an evening is stated in our confirmation (section 2). You pay nothing for the evening itself through the website.

Stored card: When you book an evening, you store a credit or debit card with our payment service provider Stripe. Nothing is charged and no amount is reserved on it. The card only serves to secure a cancellation fee under section 7; we do not use it to collect the price of the evening. If a fee becomes due, we tell you the amount and the reason by email and only then charge the card, once and with that amount, at the earliest on the day after the evening or, if you cancel, on the day after we receive your cancellation. If the card cannot be charged, the fee remains payable; we then ask you by email to pay it. If no fee is due, we remove the card at Stripe 14 days after the evening, and straight away after a charge; it can then no longer be charged.

For orders to go, you pay the total price online when you order, through our payment service provider Stripe. You can pay by credit or debit card, Apple Pay, Google Pay, Link, Amazon Pay and Revolut Pay; which of these you see depends, for example, on your device and browser. You receive your pickup pass and your invoice by email right after payment.

5. The evening: seats, pre-ordered drinks, menu and tables

Your evening is for seats at our tables on the agreed night, at the agreed start time, for the agreed number of guests. At the entrance you give the name of your group. If we send you a QR code, show it there: the first scan checks in the whole group, and we may admit whoever shows the code first. So only pass it on to people who are coming with you.

You may pass your evening on to others, but you may not sell it. Whoever booked the evening remains our contracting party. If you want to come with more guests or move to another night, write to us; this is only possible with our consent. You report fewer guests as set out in section 7.

Pre-ordered drinks: With your evening you can pre-order bottles by email (for example wine or champagne); we then agree the selection and prices with you. We set them out at your tables that night and serve them. Whatever is left, including unopened bottles, you may take with you at the end of the evening. We do not hand out pre-ordered drinks on any other day. Whatever else you order on the night, you pay at the prices on the drinks list. We serve alcohol in accordance with the German Youth Protection Act (Jugendschutzgesetz); wine, sparkling wine and champagne only to guests aged 16 and over. If in doubt, we may ask to see ID. We do not serve alcohol to anyone who is visibly drunk, not even to take away.

Menu and tables: We cook the Duck Menu from fresh seasonal ingredients. If an ingredient is not available in the quality we require, we replace it, or a single course, with an equivalent one. If a pre-ordered wine is no longer available, you get an equivalent or better one at the price of the bottle you ordered; if you do not want that, we do not charge you for that bottle. Up to ten guests sit at each of our tables; your group sits at tables next to each other, and we allocate the seats. Other groups may be in the room on your night unless we agree otherwise.

6. No right of withdrawal for the evening

You have no right of withdrawal for an agreed evening and the drinks pre-ordered with it. They are services related to leisure activities and the supply of food and drink, each for a specific date (§ 312g (2) No. 9 BGB). Until when you can still cancel free of charge is set out in section 7.

7. Cancellation, number of guests, cancellation fee and cancellation by us

(1) You can cancel your evening free of charge up to 7 days (168 hours) before it starts, in full or for individual guests. Until then you can also change the number of guests freely. Please send cancellations and changes by email to reservierung@the-duckman.de; what counts is when it reaches us.

(2) If you cancel later, report fewer guests later or fewer guests come, we charge a cancellation fee per missing guest: €20 if you cancel or report fewer guests less than 7 days before the start, and €50 for guests who do not show up without cancelling beforehand, in each case no more than the agreed menu price per person (after any discount code). We never charge for drinks.

(3) The number of guests that applies 7 days before the start is binding. For up to 10% of it (at least one guest) we charge nothing; this also applies if you cancel the whole evening.

(4) If we can give seats that became free to other guests, the fee does not apply to that extent. You may prove at any time that we suffered no loss or a substantially lower loss; you then only pay that amount.

(5) To secure the fee you store a card when you book the evening. We only charge it with a fee due under (2), once, at the earliest on the day after the evening or after your cancellation, and we tell you the amount and the reason by email beforehand. You pay for the evening itself as agreed in our confirmation.

(6) We may cancel an evening if, for reasons for which we are not responsible, it cannot take place as agreed. Such reasons include, for example, an order by the authorities, severe weather, a failure of electricity, water or kitchen equipment, a closure of the venue or an illness in the kitchen team that makes it impossible to cook the menu. In that case we will let you know by email straight away. No cancellation fee is then due. We refund in full whatever you have already paid, and if you wish we look for another night with you. For further damage, for example travel or accommodation, we are liable in accordance with section 11.

8. Start time, late arrival and house rules

Your evening starts punctually at the agreed time; ideally arrive about 15 minutes early.

If you arrive late, you join with the course currently being served. There is no right to catch up on missed courses or to pay less.

You may not bring your own food or drinks. We may refuse entry to guests, or ask them to leave the room, if they are visibly very drunk, harass or endanger other guests or our team, or considerably disrupt the evening despite being spoken to; the price then remains payable. Otherwise the house rules of the organiser and of foodlab Hamburg apply.

On individual, several or all nights, we take photos and videos for Duckman. If you do not want to be in the picture, tell our team. More on this in our privacy policy (https://the-duckman.de/en/datenschutz).

9. Duckman to go (orders for pickup)

For orders of Duckman to go, the following also applies: per order you choose one dish and order it in whole pieces, either the duck (one duck is meant for two people) or the goose (one goose is meant for four people). The goose is only available for pickup at Restaurant Lenz. You can order up to the lead time before the start of the chosen pickup window shown when ordering: 24 hours for the duck, 24 hours for the goose. If you pick up at Restaurant Lenz, you can add extras, such as more side dishes, sauces or soups. There you can also order extras without the duck or goose, from an order value of 10 € and with the same lead time as the duck; bottles are not available with such an order. With the duck or goose you can add bottles, which you pick up together with your order.

By clicking “Order now — pay” you make a binding offer. You then pay through our payment service provider Stripe. We accept your offer by confirming your order, either on the page right after payment or by email. This happens immediately after successful payment, and no later than 24 hours afterwards. If you cancel the payment or it fails, no contract is concluded.

Handover takes place exclusively as pickup on the chosen pickup day at the chosen pickup location (Duckman at foodlab Hamburg, Überseeallee 10, 20457 Hamburg, or Restaurant Lenz, Poppenbütteler Chaussee 3, 22397 Hamburg) within the pickup window shown to you when ordering and stated in the order confirmation. Days on which a pickup location is closed cannot be selected when ordering. Please have your order code ready at pickup. At Restaurant Lenz, the team of Lenz Restaurant e.K. hands over your order on our behalf; we remain your contracting party.

We only hand over wine and sparkling wine to people aged 16 and over (§ 9 German Youth Protection Act). If the person collecting looks younger, we ask for ID. If they cannot prove their age, they get the food, and we keep the bottles for you.

If you do not collect your order within the pickup window, we keep the purchase price for the food, meaning the duck or goose and the extras: by then they have been prepared especially for you. We do not have to keep them after that, and for food safety reasons we generally no longer hand them out. If this saves us anything, we credit it to you. Bottles you have not collected we keep ready for you until 31 January 2027; write to us and we will arrange a place and time for pickup. After that we may dispose of them otherwise; you can then only claim a refund of their price instead of the bottles, and a message to us is enough.

There is no right of withdrawal for the duck, the goose and the extras, because they are freshly prepared and perish quickly (§ 312g (2) No. 2 BGB). For bottles you order with it, you have the statutory right of withdrawal as set out in the instructions in section 9a. You can also return withdrawn bottles to us where you collected them: at Restaurant Lenz or, until 26 December 2026 during pickup hours, at Duckman HafenCity.

The statutory liability for defects (legal guarantee) applies to the food and the bottles, for at least two years. Please check

briefly at pickup that everything is there and in order, and tell us right away if not, on site or at reservierung@the-duckman.de. That way we can still help the same day. Your statutory rights do not depend on this. You will find the mandatory EU notice on the legal guarantee before the order button, and it is attached to your order confirmation.

We may withdraw from the contract if we cannot provide the duck or the goose for a reason for which we are not responsible: for example because our supplier does not deliver to us despite a timely and sufficient order, because of an order by the authorities (for example in the event of avian influenza) or because a pickup location has to close unforeseeably. In that case we will inform you without undue delay and refund the amount paid in full, likewise without undue delay. If, for such a reason, only a single extra is missing, we hand over the rest of the order and refund the price of that extra.

9a. Instructions on withdrawal for bottles ordered to go

The following instructions apply to bottles you order with Duckman to go. They follow the statutory German model; this is a translation.

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (DUCKMAN Himmelheber GmbH, Poppenbütteler Chaussee 3, 22397 Hamburg, Germany, telephone +49 40 605 588 87, email reservierung@the-duckman.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an email). You may use the attached model withdrawal form, but it is not obligatory. You can also exercise your right of withdrawal online at https://the-duckman.de/en/widerruf. If you use this online feature, we will send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by email), including its content and the date and time of its submission, without undue delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of instructions on withdrawal

Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)
– To DUCKMAN Himmelheber GmbH, Poppenbütteler Chaussee 3, 22397 Hamburg, Germany, email reservierung@the-duckman.de:
– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

– Ordered on (*)/received on (*)
– Name of consumer(s)
– Address of consumer(s)
– Signature of consumer(s) (only if this form is notified on paper)
– Date
(*) Delete as appropriate.

10. Allergens and diet

You can find information on the allergens in our food on our page Allergene & Zutaten (https://the-duckman.de/en/allergene) (in German); on the night and at the pickup locations, the written documentation is available and our team will tell you more. Our kitchen is not allergen-free: we cannot rule out traces of other allergens in any dish. Please tell us about allergies or intolerances for your evening in your request or, at the latest, when you book the evening; we will tell you what the kitchen can do, but we do not promise an allergen-free menu. We prepare the duck, the goose and the extras to go to a fixed recipe and do not adapt them to individual allergies.

11. Liability

We are liable without limitation for intent and gross negligence, for injury to life, body or health, under the German Product Liability Act (Produkthaftungsgesetz) and insofar as we have given a guarantee or fraudulently concealed a defect. In cases of slight negligence, we are only liable if we breach an essential contractual obligation. This is an obligation whose fulfilment makes the performance of the contract possible in the first place and on whose compliance you may regularly rely, for example that your seating takes place and you receive your menu. In that case our liability is limited to the damage that was foreseeable when the contract was concluded and is typical for this contract. These rules also apply to the personal liability of our employees and agents. For defects in food, drinks or other services, the statutory rights otherwise apply.

12. Data protection

How we process your data is explained in our privacy policy (https://the-duckman.de/en/datenschutz).

13. Applicable law, place of jurisdiction and final provisions

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. If you are a consumer with your habitual residence in another country, you retain the protection of the mandatory provisions of that country insofar as they apply to you. If you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract is Hamburg; we may also sue you at your registered office. Should any provision of these terms be invalid, the validity of the remaining provisions remains unaffected.

14. Evenings and orders for businesses

If you request an evening or place an order for a business (§ 14 BGB), for example for a Christmas party, the following also applies:

a) We send the invoice for an order to go by email as an e-invoice in ZUGFeRD format (a PDF with embedded invoice data according to the EN 16931 standard); the business agrees to this format and to delivery by email. How an evening is invoiced is stated in our confirmation (section 2).

b) Purchasing or other terms and conditions of the business do not apply, even if we do not expressly object to them. Payment is made as stated in our confirmation or, for orders to go, in advance in the checkout.

c) Claims against us for slightly negligent breaches of duty become time-barred one year after the agreed night or the pickup; this does not apply to damage resulting from injury to life, body or health.

d) The place of performance is Hamburg.