
General terms and conditions

The following terms and conditions apply to all contracts concluded by the EFA Gastronomie GmbH & Co. KG as event management contractor, in particular for rental and service agreements with even organizers / clients / tenants, hereafter referred to as client unless these contracts make different and in particular more specific agreements.

Terms and conditions of the client do not become part of the contract independent of their context and content unless the contractor agrees to this expressly in writing.

Commercial clients who have previously entered into a contractual relationship with us based on these terms and conditions must submit to these terms and conditions even if they are not resubmitted for this contract.

§ 1 Quotes

If the contractor does not know the identity of the client or character and/or essential content of the event when he submits his quote, then the quote is generally non-binding.

Proposals, the remittance of service and price lists, or information about available dates are not quotes.

Quotes always refer to specific dates and locations. Prices and services for other dates (or even other day-times) and locations may differ.

§ 2 Conclusion / content of contract

(1) A contract is concluded between the two parties when the written offer letter submitted by the contractor is signed.

(2) In addition to the signed offer, these general terms and conditions are a component of the contract.

(3) Any additional services require a separate order and are not included in the quoted price.

§ 3 Object of the contract

(1) The object of the contract is the rental object whose exact spatial scope is specified in the quote. Additional services in the form of catering, personnel, technology etc. may also be objects of the contract.

(2) The rental object is rented exclusively for the purpose described in the quote. It may be used for purposes other than the contractually agreed purpose with the express written consent of the contractor. The client has no right to such a change of contract. It may only be used as prescribed by the official authorities.

(3) Any changes to the rental object require the prior written consent of the contractor.

(4) Public meetings as defined in the Berlin Law concerning Assemblies and Processions are generally not permitted, independent of whether an entrance fee is collected or not.

(5) Any commercial use of the rental object beyond the event is not permitted.

(6) The rental object is an assembly space as defined in § 23 BetrVO Berlin and § 1 SoBeVO Berlin. The client is obligated to adhere to all resulting building code regulation, in particular the fire safety ordinance. The same applies to DIN norms, VDE regulations, VdS rules, and VPLT standards if prescribed by law. This also applies to all service providers and cooperation partners hired by the client. They are responsible for their conduct pursuant to § 278 BGB.

§ 4 Rental term

(1) The rental object is rented out for the time specified in the quote. The times for assembly, decoration work, and disassembly are specified separately but are included in the rental time.

(2) The client is aware that the rental object is needed for other events immediately upon expiration of the rental period. For this reason, in case of any turnover delay, a corresponding compensation payment becomes due for usage and any additional damages. The compensation obligation also includes loss of profit.

(3) The client is aware other events in addition to his event may take place in the same building. Objections based on this fact are ruled out. (e.g. at the AMERON Hotel ABION Spreebogen)

§ 5 Duties of the contractor

(1) The contractor properly provides the agreed services.

(2) The implementation and design of the events is based on a concept accepted by the client. Significant changes are coordinated with the client.

(3) The contractor is subject to the operator duties described in § 32 BetrVO Berlin

§ 6 Duties of the client

- (1) The client undertakes to provide appropriate cooperation with the contractor. In particular, he shall provide the contractor with all information and documentation needed to perform its contractually owed services in a timely manner and/or within the agreed deadlines.
- (2) The client shall ensure that he treats the spaces / objects left to him in connection with an event with care and avoid damage. All activities must therefore be coordinated with the contractor ahead of time unless they are already clear from the content of the contract.
- (3) The instructions of the person assigned by the contractor must be followed. The client shall also name an event manager in writing before the event who is present and available to the contractor for the entire event.
- (4) The object of the contract is exclusively the event described in more detail in the quote and previously specified by the client. The client shall immediately inform the contractor about any desired change to the type of event, the event occasion, or purpose. The client has no legal claim to a change of the event or the contractual agreements. However, the contractor shall attempt to meet the wishes of the client, but reserves the right to order restrictions necessary to preserve his justified interests and to assert the rights defined in § 8 of these general terms and conditions. Additional expenditures must then be compensated based on the standard of the existing agreement.
- (5) When the rental term expires, the spaces, objects, and devices provided for use shall be returned to the contractor in the same state in which they were received. If the state was not expressly objected to in writing at the time it was received, it shall be considered to have been proper. The client shall leave the rental object without prompting by the contractor. A tacit extension of the rental term is ruled out. § 545 BGB is waived.
- (6) The client shall remove any objects, installations, structures, and similar brought in by the client or by third parties at his behest by the end of the rental term without a trace. The space shall be returned to its original state. Otherwise, at the end of the rental term, the contractor may remove such objects, installations, structures, etc. or have them removed by a third party at the expense of the client.
- (7) The client shall carry the expenses for dirt or wear which exceed the normal level to be expected by the type of the contract, even if the contractor has accepted the duty for cleaning after the event.
- (8) It is not permitted to remove food or beverages from the premises unless otherwise agreed in the individual contract.
- (9) The sale of goods requires separate consent by the contractor unless expressly permitted in the contract.
- (10) The premises or parts thereof may only be sublet with the express written consent of the respective authorized party. If such permission has been obtained, the client shall be liable for the conduct of the subletting company as for their own pursuant to these general terms and conditions. The client is also obligated to bind the sub-letter to all contractual duties including these general terms and conditions.
- (11) The client shall be responsible for disposing of waste, which shall be done at the latest by the time the rental term expires. The contractor only takes on the waste disposal if the contract specifies catering as a contractual service in addition to the rental object.
- (12) The client shall honor the legal regulations, in particular the operational regulations, noise ordinances, and applicable accident prevention ordinances.
- (13) The client is responsible for adhering to and enforcing commercial, administrative, and fire safety regulations applicable to the intended use as well as the regulations of laws for the protection of minors.
- (14) The client is an event organizer as defined in BetrVO Berlin.
- (15) The client has to perceive the duties as the organizer in accordance with § 32 para. 5 BetrVO regulations Berlin.
- (16) Shall stage, studio or lighting equipment's are constructed, only in accordance with § 34 Berlin BetrVO regulations. The client must specify responsible person and professionals for event technology at their expenses and has to appoint to contractor.
- (17) The client discharge the costs resulting from implementation of the event tax. The tax is payable on any revenue from the event from the client. The possibly resulting in the payment of artists "Künstlersozialabgabe" leads the client in due time according to the "Künstlersozialkasse".

§ 7 Invoicing / payment terms

- (1) The contractor shall prepare a proper invoice. The remuneration regulation agreed between the parties applies. All expenses, ancillary costs, and expenditures which the contractor is not required to carry as part of the services specified in the contract or which exceed the standard expected use shall be invoiced based on the expense / use.
- (2) The contractor may demand an installment of 50 % of the agreed remuneration for premises & ancillary expenses after conclusion of the contract, another 45 % (total 95%) two months before the start of the event unless otherwise agreed. If the payment date has not been agreed, the installments, agreed remuneration, and claims from billed services become due in full after the event upon receipt of the invoice or request for payment. The contractor shall charge interest on late payments of at least 8% above the base interest rate. If applicable in individual cases, the contractor reserves the right to provide evidence for greater damages.

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- (3) Any travel expenses and other expenses are invoiced as they arise. Flights within Europe are economy class, intercontinental flight business class. All rail travel is 2nd class. Car travel is charged at 0.3 €/km.
 - (4) The client is responsible for registering with and paying fees to GEMA (Association for musical performance and recording rights) and other collecting societies.
 - (5) The client may offset or assert retention rights with against acknowledged or legally determined counter-claims. The client may only exercise retention rights if his counter claim is based on the same contractual relationship.
 - (6) Payments are due in full.

§ 8 Change of participant number

- (1) The client shall provide the final participant number to the contractor no later than 10 business days before the start of the event.
- (2) It is possible to increase or reduce the participant number within the contractual and space limitations with the consent of the contractor. In case of an increase, the invoice shall be based on the actual participant number, unless otherwise agreed.
- (3) If the increase of the participant number results in the calculated personnel being insufficient (depending on the type of event), then the contractor shall indicate this to the client ahead of time if possible. The additional personnel shall be taken into account in the final invoice.
- (4) The number of participants in the respective event may not exceed the upper limit of 750 participants.

§ 9 Right to make changes

- (1) If the object of the contract includes an artistic performance and the artist listed in the contract does not appear or if he cancels his appearance after receipt of the quote, then the contractor is entitled to find a replacement of equal value if this is reasonable for the client according to the circumstances of the case. This does not apply if the failure to appear or the cancellation of the artist is due to reasons for which the contractor is responsible or if he has provided a guarantee for the appearance of the respective artist.

§ 10 Cancellation by client

- (1) Principle: the client may cancel the contractual relationship at any time and without stating reasons by a corresponding written notification to the contractor. However, he continues to owe payment of the agreed remuneration subject to the regulations in paragraphs 2 to 4 for the booked services minus any expenses that were not actually incurred. This does not apply if the cancellation was due to a circumstance for which the contractor is responsible.
- (2) If the client terminates the contractual relationship for a reason for which the contractor is not responsible, then the client shall compensate the contractor for incurred damages in terms of the rental and the ordered services as follows:
 - 50 % of the gross quote total in case of cancellation up to 9 months before the start of the event
 - 65 % of the gross quote total up to 6 months before the start of the event
 - 95 % of the gross quote total up to 3 months before the start of the event
 - 100 % of the gross quote total in case of cancellation less than 3 months before the start of the event
- (3) Rental interest in terms of third-party objects and services of hired subcontractors:
If the object of the contract is the rental of space which is not owned by the contractor and/or if the contract contains services for which he hired subcontractors, the cancellation conditions of the respective owner / landlord of the space and/or the respective subcontractor apply.
- (4) This does not affect deviating contractual agreements. The client has the right to prove lower damages.

§ 11 Right to withdrawal, termination of event

- (1) The contractor is entitled to withdraw from the contract for good cause and/or to cancel the contract after the space has already been provided and have the space cleared. This applies in particular in the following cases. This does not affect the rights of the client pursuant to the German Civil Code.
- (2) If the client fails to meet his contractual payment obligations despite an appropriate grace period, the contractor is entitled to withdraw from the contract for good cause. This does not affect his claims to fulfillment and damages. This does give cause to any compensation claims of the client against the contractor.
- (3) If the contractor becomes aware of changes to the contractually agreed type of event and/or the occasion or purpose of the event which were not coordinated with the contractor or if the client concluded the contract based on misleading or false information or by concealing essential information or if there is justified suspicion that the event could endanger the smooth operation, safety, or the public reputation of the contractor for reasons for which the contractor is not responsible, he is entitled to withdraw from the contract immediately for good cause. This does not affect its claims to fulfillment and damages. This does give cause to any compensation claims of the client against the contractor.
- (4) If the client violates essential contractual duties or legal regulations and administrative ordinances, the contractor may demand the immediate return of the cleared contractual object and, in case of client's refusal, clear the space himself or have it cleared by a third party at the expense of the client. This does not affect its claims to fulfillment and damages. This does give cause to any compensation claims of the client against the contractor.

(5) If it is no longer reasonable to expect the contractor to fulfill the contract due to force majeure or due to other circumstances beyond the control of the contractor, the contractor is entitled to withdraw from the contract if a contract adjustment is also not reasonable. In these cases, the contractor shall immediately inform the client of the impediments per fax or phone, if necessary in person. The client shall immediately be reimbursed for any payments already made for which no services were provided. Any additional claims of the client for damages or loss of profit are ruled out.

(6) The client only has an extraordinary right to withdraw from the contract if this is expressly permitted in these conditions or it was expressly agreed in writing.

§ 13 Collateral

(1) Even without special agreement, the contractor may demand that the client provide appropriate security deposits or other collateral to ensure the agreed remuneration and cost risks of the contractor due to the event if the client plans major installations or renovation or uses which lead to the expectation of increased wear (dancing, expansion of the space for smokers etc.) or if, after the conclusion of the contract, there is cause to believe that the payment claims of the contractor may be endangered.

The latter in particular is the case if

- financial information leads to a suspected lack of credit worthiness of the client,
- the client declares limited liquidity (even if temporary),
- the client is in significant default with (advance) installments,
- the client does not have a subsidiary or independent branch in Germany, or
- the client is banned from performing essential segments of its business operations.

If no collateral purpose is expressly agreed, all payment claims of the contractor from the respective contract with the client including changes, implementation, or tacit extensions shall be secured.

§ 14 Contractor liability

(1) The contractor is liable in case of malicious intent or gross negligence, culpable harm to life, limb, or health, as well as when he issues a guarantee.

Liability for slight negligence is limited to essential contractual duties. Any other liability due to slight negligence is excluded.

The contractor is only liable for loss of profit in case of malicious intent or gross negligence.

(2) Paragraph 1 applies accordingly for liability for legal representatives and subcontractors.

(3) This limitation of liability applies both for contractual and tortious claims.

(4) Further claims, in particular a liability independent of culpability are excluded with the exception of claims from the product liability act.

(5) The contractor is not liable for damages due to measures for maintaining safety and order or which are ordered or implemented under public law.

(6) The above liability limitations and exclusions apply correspondingly also to the personal liability of employees, representatives, and subcontractors of the contractor.

(7) Unless liability for these was excluded by these general terms and conditions, defects in the services of the contractor (rental object, catering, personnel etc.) only entitle the client to abatement or damages if he has immediately complained about the defect in writing to the contractor and has given him a suitable grace period to attempt to repair the defect.

§ 15 Client liability

(1) In addition to all other obligations from these general terms and conditions, the client is liable to the contractor for all damage to persons, goods, or assets which the contractor incurs directly or indirectly due to the client, his representatives, subcontractors, or other persons for which he is responsible, in particular the visitors to his event. This includes in particular also event-typical damage which arose due to riots, fire, panic, or similar incidents. This also includes third-party claims which connect the event of the client with the contractor.

(2) The client is also liable for costs which the contractor incurs due to the fact that the contractor is subjected to third-party claims as landlord for events and connected incidents for which the client is responsible. This includes in particular fees, fines, or other penalties or payment obligations as well as the costs for legal defense and prosecution. An obligation for legal defense only applies if the client advances the contractor all worst-case costs.

(3) From the time the client accepts the rental space until he returns it, the client assumes the legal duty to maintain safety for the object.

(4) The client shall release the contractor of all third-party claims (no matter whether private or under public law) against the contractor if he or his subcontractors are responsible or internally liable for damages.

(5) The client is obligated to take out event liability insurance with suitable coverage for personal, property, and assets damage as well as damage to the rental object. If the client is unable to demonstrate corresponding insurance no later than 14 days before the start of the event, the contractor is entitled, but not obligated, to take out the corresponding insurance at the expense of the client.

§ 16 Loss of or damage to items brought to the event

(1) Personal or other items brought to the event remain in the event space / grounds at the risk of the client (thoroughfare in front of main or side entrance) unless otherwise agreed.

§ 17 Other, permanent rights

(1) For events which take place entirely or partially in the "open air area" (terraces), the client carries the complete weather risk.

(2) Both contractual parties undertake not to disclose the agreed fee to a third party. The contractual parties permit each other to issue press releases. These releases must be approved by the both parties before publication. Upon request, the contractor shall be mentioned by name as author and organizing agency in all publications.

(3) The logo of the contractor may only be used with prior written consent of the contractor and in adherence to the Corporate Design.

(4) The ideas and concepts sketched out by the contractor shall remain the intellectual property of the contractor. Any further use, disclosure to third parties, and partial or complete realization requires consent.

(5) The contractor is entitled to document the production on image and sound media of any type and to distribute or publish all images, video, film, and electronic data recordings resulting from the contractual relationship as well as other technical reproductions for the purposes of advertising or for editorial purposes, if such distribution does not violate any moral codes or personal rights. The contractor reserves the right to object to any use beyond the contractual use of image, sound, and data media of any type by the client or third parties.

(6) The client may only make commercial sound or image recordings with the prior written consent of the contractor.

(7) The client grants the contractor the irrevocable and unlimited right to mention his company and its logo as a reference and display them in writing or images in the usual connection (internet presentation, presentation brochures etc.) and possibly link the logo or company name of the client with its internet presence. The client may expressly revoke the above right in writing within two weeks after the contractor has completed his main service if he can claim that the main service was deficient.

(8) Contract details and documents shall be treated confidentially.

§ 18 Amendments / supplementary agreements

(1) Amendments and supplementary agreement must be in writing to be valid.

§ 19 Severability

(1) If individual provisions of this contract are invalid, this shall not affect the validity of the other provisions.

(2) The contractual parties undertake to fill any gap in the provisions this might cause with a provision which comes as close as possible to the intended economic purpose of the provision and the contract.

§ 20 Place of fulfillment / jurisdiction

(1) The place of fulfillment is Berlin, unless the agreed services must be provided in a different location based on the contract or their nature.

(2) If the contractual partner is a merchant, legal person under public law, or special trust under public law, the exclusive jurisdiction for all disputes arising in connection with the implementation of this contractual relationship lies in Berlin. The contractual relationship is exclusively subject to German law.