

General Terms and Conditions for Events of Zollpackhof Gastronomie GmbH

1. Purview

1.1 These General Terms and Conditions for events apply to the provision of conference, bar, cafe, and event areas at the Zollpackhof, as well as any food service and other deliveries and services requested in this regard. The Partners of this Contract are Zollpackhof Gastronomie GmbH - hereafter referred to as ZPH - and the event holder - hereafter referred to as the Client.

1.2 The General Terms and Conditions of the Client do not apply. The Client shall accept the purview of these General Terms and Conditions. This also applies in the event that the Client uses such an application clause in their own GTC.

2. Event Preparation

2.1 ZPH is authorised to request submittals of drafts and advertisement, posters, and advertising materials for the event to be held by the Client in the space provided by Zollpackhof, and to prohibit the publication and distribution thereof if there is justified fear of harm to the reputation of Zollpackhof, without any damage claims granted to the Client against ZPH as a result.

2.2 Events that are political in nature and events by political organisations require prior written consent from ZPH.

2.3 Agencies and similar event organisers must inform ZPH during initiation of the Contract, but no later than immediately after conclusion of the Contract, which company, organisation, association, or group will be participating in the event and for whom the event is being organised. Should the Client not do so, it is assumed that it will be the Client's own event with their own employees and/or staff.

3. Holding the Event through the Client

3.1 The Client shall hold the event in the spaces provided to them at Zollpackhof. The spaces are provided to the Client and their employees and/or staff. The provision of spaces and sub-areas, and the subletting and reletting thereof to third parties, require prior written authorisation from ZPH. This also applies if some of the event's guests will be neither employees nor staff of the Client.

3.2 The Client ensures that they will not use the spaces at Zollpackhof in a manner that may harm the reputation of ZPH, the owner of Zollpackhof, or other users of Zollpackhof. This especially, but not exclusively, includes the committing of criminal acts; unconstitutional, illegal, politically extremist, or xenophobic content; content that violates moral laws and laws for the protection of youth.

3.3 The installation and operation of indoor or stage pyrotechnics, as well as the usage of pyrotechnic joke items, are prohibited throughout the entire premises of Zollpackhof.

3.4 Smoke alarms and sprinkler heads may not be covered.

3.5 Smoking is only permitted in areas explicitly designated for such by ZPH.

4. Number of Participants

The Client must notify ZPH of the definitive number of individuals/guests who will be at the event no later than six days before the date of the event, as otherwise proper preparation can no longer be guaranteed. If only a few individuals/guests will actually be partaking in the event, this is no impact on the agreed prices and costs. Should the number of registered individuals/guests increase, the actual number of participants will determine the invoice.

5. Technical Installations

Should ZPH procure technical or other installations from third parties, or already possess such installations, for the Client, ZPH shall act in the name and at the expense of the Client. In any case, the Client is liable for proper use and return of installations, and relieves ZPH of all third-party claims stemming from the provision of said installations.

6. Event with music

With regard to the usage of music, the Client must pay a GEMA fee. This amounts to € 75.00 through ZPH, or the Client must submit written verification of the GEMA registration no later than seven days before the event.

7. Recording Audio/Audio-Image, Taking Pictures

Audio recordings, audio-image recordings, pictures, and all other forms of recording and broadcasting of the event (radio, TV, internet, loudspeaker, etc.) require written consent from ZPH, pending consent from the involved copyright and neighboring right officials. ZPH is authorised to decline to grant consent for objective reasons, or to make it contingent upon agreement to a fee to be paid to ZPH. ZPH has the right to produce - or commission the production of - image/audio recordings and drawings of event procedures and/or presented or utilised items for purposes of documentation for ZPH publications, unless the Client does not grant their consent.

8. End of the Event

The Client is obligated to end the event by the end of Zollpackhof's normal business hours (currently: 24:00), pending any other agreements. Any items, structures, decorations, etc., brought by the Client or third parties assigned by the Client must be removed by the Client by this time, the areas must be restored to their original state, and the spaces used must be returned.

9. Prices and Terms of Payment

9.1 The agreed prices apply, including the current VAT. ZPH reserves the right to change prices in the event that the period between conclusion of the Contract and the actual event exceeds six months and if purchase prices, wages, etc., have required adjustment in that time.

9.2 50 % of the agreed minimum profits must be paid one month before the event as a deposit. The remaining amount is due 7 days after receipt of the invoice, without deductions.

10. Withdrawal from the Contract / Cancellation by ZPH

10.1 ZPH may withdraw from the Contract for compelling cause, or cancel it without warning. Compelling cause is present, for example, if the Client violates one of their contractual obligations or collateral obligations in the period before the planned event, despite the granting of a grace period and penalty of refusal of service. Such violations include: violation of contractually agreed payment obligations; lack of official permits and authorisations for the event to be provided by the Client; violation of official requirements/permits; violation of legal terms concerning the security of the event; violation of third-party rights by the event; jeopardisation of public order and safety.

10.2 A grace period or penalty of refusal of service are not necessary if the event has already begun.

10.3 Compelling cause is present if the Client violates the obligations as per Item 2 and Item 3, especially if they plan or initiate an event with a political background without prior consent from ZPH, or if the Client transfers the spaces provided to them to third parties, or if an agency or similar event organiser does not, or belatedly, fulfil their notification obligations. In these cases a grace period or penalty of refusal of service are generally not required.

10.4 If the Client is responsible for the reason of withdrawal or cancellation, ZPH receives the claim to the agreed compensation. However, ZPH must calculate saved expenses into this.

10.5 In the event of cancellation without warning or withdrawal by ZPH, the Client may not assert damage claims if ZPH is not culpable as a result of an obligation violation stemming from, at the very least, gross negligence.

11. Domestic rights

ZPH reserves the right at all material times to use its domestic rights as a proprietor of the premises Zollpackhof entirely in his discretion.

ZPH will and can make use of such domestic rights by (a) asking guests to immediately leave the premises, (b) by not accepting or withdrawing permission of future events or (c) by cancelling an ongoing current event by asking all or some of the guest to leave. Reasons for such a request or cancellation may be for the following, non-exclusive reasons as an example:

- Any kind of behavior that would disturb the other guests of ZPH, in particular exceeding the noise level to an extent unbearable for other guest;
- Any kind of behavior that would have a material effect on the reputation of ZPH, its owners or management;
- Excessive drunkenness of guests or participants of such event
- Singing to an extent exceeding the normal level
- Any kind of political event or political leaning by using posters, pennants, flyers during the event or during your stay, unless the proprietor has given his prior written consent to such political leaning etc.

Or any other reasons the proprietor and management deems to have a disreputable or disadvantageous effect and may be defined entirely within the discretion of the management and/or proprietor.

Damages or refunds for cancelling an event or asking guests and/or participants to leave are excluded. All payments for consumed and/or ordered food, beverages or rental fees remain due and must be paid in full before leaving the premises.

12. Cancellation of the Event by the Client

Should the Client cancel the event after the binding conclusion of the Contract for a reason for which ZPH is not responsible, the following cancellation fees accrue:

- up to 4 weeks before the date of the event = 5 % of the agreed minimum profit
- up to 2 weeks before the date of the event = 20 % of the agreed minimum profit
- up to 7 days before the date of the event = 35 % of the agreed minimum profit
- up to 3 days before the date of the event = 75 % of the agreed minimum profit

The right of the Client to verify that there have been no damages, or that existing damages are significantly lower than in the above cancellation fees, remains unaffected. If ZPH incurs greater damages, it is authorised to demand compensation accordingly.

13. Data Protection

The Client agrees that ZPH - provided such is required in the interest of proper execution and/or implementation of this Contract - maintains general contract, billing, and service data in joint databases and may forward these data to insurance companies and/or authorities. Said data are processed after conclusion of the Contract within the data processing system used by ZPH. ZPH is authorised to refer to the Client's event for its own advertising purposes (reference) and to market Zollpackhof, e.g. on the ZPH webpage, unless agreed otherwise.

14. Damages

14.1 Should the building, event areas, and/or the items therein, in particular the furniture and equipment, be damaged during the event, the Client is obligated to reimbursement.

14.2 This also applies if these damages were caused by staff or other employees of the Client, contractors, participants in the event, etc. The Client bears the burden of proof that said damages were not caused by the above mentioned parties and there is no culpability on their behalf for as long as areas, facilities, installations, and the furniture and equipment left to them remain in their care. Should the Client reimburse for damages, ZPH shall cede their claims against the perpetrator of the damages to the Client accordingly.

14.3 The Client is responsible for insuring themselves against all damage to the installations and other items that they bring to the event. ZPH is only liable for such damages if they caused them deliberately or as a result of gross negligence.

14.4 The Client avows that any damage incurred while using the event spaces or damage incurred during an event is sufficiently covered by insurance, e.g. by corresponding property / contingency / indemnity / engineering / accident insurance. The Client must verify suitable insurance coverage at ZPH's request.

15. Liability of ZPH

15.1 Damage claims against ZPH are only valid in the event of deliberate or grossly negligent conduct by ZPH or its legal representative or proxies. This also applies to damages incurred by the Client to stored items, installations and appliances, etc., regardless of the type of damage, origin, duration, and extent of the effects thereof.

15.2 Provided no pertinent contractual obligations have been violated, ZPH is not liable for simple negligence. Should pertinent contractual obligations indeed be violated, ZPH's compensation obligation for instances of simple negligence is limited to the foreseeable, contract-typical, and immediate average damage for the type of agreement, provided such instances can be managed and insured by the Client.

15.3 ZPH is not liable for damage caused by fire, mains water, storms, hail, burglary, and smoke, provided these risks cannot be covered by the standard fees nor by premiums or additional premiums assigned to extraordinary circumstances with an insurance provider authorised to operate domestically. The same applies to outages and defective operation of the building's technical installations, especially the disruption of services due to strike, official regulations, or similar circumstances that ZPH cannot prevent. The Client has no claims in the event of official decree.

15.4 ZPH is not liable for disruptions to the event caused by other guests of Zollpackhof or other third parties, unless ZPH is culpable of gross negligence at the very least. This also means that ZPH makes no guarantee that the supply companies will not change or suspend the manner, quality, pressure, or voltage of their services (mains, gas, water, fuel, air conditioning, etc.). However, ZPH shall attempt to help remedy any reported disruptions.

15.5 ZPH is not liable for damage caused by measures implemented by ZPH to maintain security and order.

Should the miscalculation of risks result in restrictions, rejection, or termination of the event at ZPH's behest, ZPH is not liable for instances of simple negligence.

15.6 Should the liability be ruled out or limited in accordance with the provisions of these General Terms and Conditions, this also applies to the proxies and vicarious agents of ZPH.

15.7 The above stated liability exemptions do not apply in the event of harm to life, body, and health caused by the negligent violation of one or more obligations by ZPH, its legal representative, or its proxies, nor in the event of violation of pertinent contractual obligations.

16. Force Majeure

If the event cannot be held due to force majeure, each Contract party shall bear the respective costs accrued up to that point. If ZPH has advanced expenses for the Client that would have had to be paid as per the Contract, the Client is always obligated to reimburse ZPH for these expenses. Should one or more participants not arrive on time, or in the event of poor weather conditions including rain, ice, snow, and stormy weather, these are not covered by "force majeure".

17. Mediation and Jurisdiction

17.1 ZPH is neither prepared nor obligated to get involved in dispute settlement proceedings before a consumer mediation court.

17.2 Jurisdiction is Berlin.

18. Closing Provisions

18.1 Should individual provisions of these General Terms and Conditions be invalid, the validity of the remaining provisions is unaffected. A provision that most closely resembles the invalid term shall instead take effect.

18.2 Deviating agreements in the contracts or collateral agreements require written form in order to take effect. This also applies to changes to this written form clause.

Date: December 2017