

# General Terms and Conditions

in regard to services provided in the event facilities of BESONDERE ORTE Umweltforum Berlin GmbH

## 1. Area of application

1.1 These General Terms and Conditions apply to contracts concerning the rental-based utilisation of event rooms at all locations of the BESONDERE ORTE Umweltforum Berlin GmbH, hereinafter referred to as "BESONDERE ORTE", as well as to all other thereunto related services of the BESONDERE ORTE Umweltforum Berlin GmbH. The term "Client" means the legal or natural person, tenant or organiser in the role of contractual partner to BESONDERE ORTE

1.2 The business terms and conditions of the Client or respectively, the organiser, shall apply only if this has been expressly agreed upon in writing.

## 2. Conclusion of contracts, contracting partners

2.1 Contracts must be in written form.

2.2 If the Client is not the event organiser, or if a commercial agency or organiser is engaged by the event organiser, then the Client is obligated to impose upon the event organiser / third parties, all obligations of the contract, including the General Terms and Conditions, and to ensure that they are observed by the self-same event organiser / third parties.

## 3. Services and prices, warranty

3.1 The BESONDERE ORTE is obligated to provide the services ordered by the Client and committed to by BESONDERE ORTE.

3.2 BESONDERE ORTE fulfil their contractual obligation by providing premises which correspond to the services ordered with regard to the location, equipment and capacity of the premises.

3.3 Due to the particular sensitivity of equipment with a special character, e.g., an organ, BESONDERE ORTE cannot be held responsible for the usability of the aforementioned equipment, but is obliged to endeavour to make it usable.

3.4 The Client is obligated to pay the prices agreed upon with BESONDERE ORTE for these services.

3.5 The agreed upon prices are net prices, to which it is understood that the addition of the respective statutory VAT is applicable.

3.6 If, during an event or in the course of the set-up or disassembly of an event, the Client, orders additional services either verbally or in writing that were not originally stated in initial contract, these services will be charged at the price of the said services at the time they were ordered. If these extra services are ordered more than four months after the initial contract, the prices will be adjusted to the pricelist at the time the extra services were ordered... In as far as a price for the desired service is not listed in the price list, the price mutually agreed upon between the contracting parties or – if there has been no such agreement – the price usually charged by similar service providers shall apply.

3.7 If the price of an individual cost element changes after the conclusion of the contract, BESONDERE ORTE shall be entitled to change the price of the final product as well, but only to the extent that the price change occurring for the respective preliminary product affects the price of the final product on a pro rata basis.

3.8 Furthermore, BESONDERE ORTE may adjust prices at its reasonable discretion if the costs attributable to this Agreement increase or decrease due to circumstances that occur only after the conclusion of the Agreement and could not have been foreseen with certainty and specificity.

a. A price adjustment may be made if there are typically no or hardly any changes in cost components that BESONDERE ORTE can influence, such as procurement costs for food. BESONDERE ORTE may only make such price increases once per contract term and only to the extent that the price increase does not generate profits that exceed the coverage of the increase in the aforementioned costs. BESONDERE ORTE shall reduce prices to the extent that the cost reduction is not temporary.

b. Increases may only be used to the extent that they are not offset by decreases in costs in the same business unit.

c. In the event of a price increase, the Lessee shall be entitled to terminate the contract within two weeks of receipt of the notifica-

tion of the increase with effect from the date on which the increase comes into force. The right of termination shall only apply to the service affected by the price increase. BESONDERE ORTE shall specifically inform the Client of any right of termination and the period of notice as well as of the consequences of a termination not received in due time within the scope of the notification of the price increase.

## 4. Contract and options

4.1 All offers made by BESONDERE ORTE are subject to change and non-binding. The sending of a signed offer by BESONDERE ORTE is considered a binding contractual offer that requires the explicit acceptance of the Client. The Client is entitled to accept this binding contractual offer within two calendar weeks.

4.2 If, contrary to clause 4.1, and option period is included in the offer made by BESONDERE ORTE, BESONDERE ORTE is bound to maintaining availability for the duration of an offered option period unless compromised in the unforeseeable case of a third party rendering an earlier booking (from another client) unfeasible. In this case the company will inform the (more recent) client of the overlapping interests and the annulling of the option at the earliest possible opportunity.

4.3 The Client is entitled to no legal claims as a result of annulment as described in 4.2.

4.4 After conclusion of the contract, the contract is confirmed in writing. The confirmation may contain deviations from the original contract, in particular with regard to the scope of services. With the formal confirmation by BESONDERE ORTE and the Client, the modifications to the original contract are thereafter valid.

## 5. Changes to the number of event participants

5.1 Any intended changes to the numbers of event participants should be communicated to BESONDERE ORTE in writing or by email at least eight working days before the day of the event and require the approval of BESONDERE ORTE. Working days are Monday to Saturday.

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5.2 The approval given by BESONDERE ORTE may depend on an appropriate change in price, provided the Client does not deem the changes unreasonable.

## 6. Withdrawal/ Termination by BESONDERE ORTE

6.1 BESONDERE ORTE maintain the right to withdraw or cancel the contract for reasons that are factually justified – without prejudice to other agreements, or respectively, to terminate the contractual relationship for important reason, **especially** if:

a. an act of God or other circumstances beyond the control of BESONDERE ORTE render fulfilment of the contract impossible;

b. Events are booked while giving misleading or false information about essential facts, for example about the event organizer or the purpose of the event, and for which a contract would not have been issued in the first place.

c. There is a severe breach of contract on the part of the Client, **in particular**: failure to observe the General Terms and Conditions; exceeding the contract usually agreed upon noise level; exceeding b by a considerable amount the established number of participants; as well as the unauthorised sale of food and beverages;

d. BESONDERE ORTE has well-founded reason to believe that the event could jeopardize BESONDERE ORTE business operations, safety standards, or public relations; (according to guidelines for events in BESONDERE ORTE churches, ref. clause 14.2;

e. There is a violation of clause 2.2 or 14.1; and, as a result of this violation, significant interests of BESONDERE ORTE are impinged upon.

f. The Client is a limited company (GmbH) and the company director dies whereby BESONDERE ORTE fears breaches of contract by the Client.

BESONDERE ORTE reserves the right to enforce claims for damages in these cases.

6.2 Notification of withdrawal/ termination must be submitted to the Client in writing.

6.3 Construction work in event venues, such as building work planned in Tagungswerk between December 2019 and May 2020 and in Französischen Friedrichstadtkirche between early 2020 and June 2021, are necessary on a regular basis due to the special features of the event spaces and are carefully planned and taken into account by BESONDERE ORTE. Nevertheless, there may be changes to renovation schedules in event spaces, which may result in their non-availability. In as far as BESONDERE ORTE holds no responsibility for the non-availability of an event space, BESONDERE ORTE reserves the right to withdraw permission for the use of the venue for up to six months before an event. In this case, the Client has no right to compensation.

## 7. Withdrawal by the Client

7.1 The Client has the right to withdraw from the contract without having to give a reason. Such a withdrawal must be submitted in writing to BESONDERE ORTE and is possible without incurring costs up until the 121st day before the event.

For withdrawal after that time, the Client will be charged – and as the case warrants for services also pursuant to clause 7.2 and 7.3 – the following outlay compensation:

a. From the 120th day to the 90th day before the event: 25% of the amount named in the contract under “rent for rooms/ seating and technical equipment/ furnishings”,

b. . From the 89th day to the 60th day before the event: 50% of the amount named in the contract under “rent for rooms/ seating and technical equipment/ furnishings”,

c. From the 59th day to the 30th day before the event: 75% of the amount named in the contract under “rent for rooms/ seating and technical equipment/ furnishings”.

d. Onwards from the 29th day before the event or later, withdrawal from the contract – without important reason – is not possible.

The Client remains under obligation to make due payment vis-à-vis BESONDERE ORTE.

The Client is permitted to provide evidence that no damages were incurred, or that the cost was much lower than the flat rate provided.

7.2 To the extent that BESONDERE ORTE has, at the request of the Client, engaged the services of third parties, the Client shall bear the additional costs thereby incurred should there be a withdrawal for which the Client is responsible.

7.3 Agency services already rendered at the time of the notice of withdrawal shall be remunerated to BESONDEREN ORTE as agreed, irrespective of the time of withdrawal. In the event of a withdrawal from the 120th day prior to the event, however, the remuneration for the agency services shall amount to at least 50% of the agreed remuneration.

However, the Lessee shall be entitled to prove that no damage was incurred at all or that the damage was significantly lower than the lump sum.

7.4 With respect to contractual withdrawal or termination by the Client, German statutory provisions shall apply.

## 8. Technical equipment and power supply

8.1 The use by the Client of their own electrical equipment while using the BESONDERE ORTE power supply system must have the prior written consent of BESONDERE ORTE. This equipment must be in compliance with the general and specific requirements of the local supervisory authorities as well as with the current standards for technical equipment. The Client exclusively is responsible and liable for the equipment they bring in to the venue, as well as for the effects it may have on buildings or persons. Any overloading of the power supply system through the use of (additional) technical equipment must be precluded. BESONDERE ORTE accepts no responsibility in this regard. The costs of electricity used for the Clients electric devices may be recorded and charged at a flat rate set by BESONDERE ORTE.

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8.2 The Client has the right, with the prior written consent of BESONDERE ORTE, to use their own telephone, fax, or data transmission equipment. BESONDERE ORTE can charge a hook-up fee for this service.

8.3 The technical devices and equipment provided by BESONDERE ORTE may be operated solely by the personnel of BESONDERE ORTE; or by personnel of the Client only after being instructed by the BESONDERE ORTE.

8.4 Any defects or malfunctions in technical or other equipment provided by BESONDERE ORTE are to be reported immediately to BESONDERE ORTE. These will be eliminated forthwith as far as possible. Payment may not be withheld or reduced, to the extent that the BESONDERE ORTE is not responsible for these defects.

## 9. Services provided by third parties

9.1 In as far as BESONDERE ORTE procures for the Client, at the Client's request, technical or other equipment from third parties, BESONDERE ORTE acts in the name of, by authorization of, and for the account of the Client. The Client is liable for the careful handling and proper return of the equipment. The Client releases the BESONDERE ORTE from all claims by third parties arising from the supplying of this equipment.

## 10 Catering services, minimum consumption

10.1 Catering and other gastronomic services include, depending on the agreement, the provision of food and beverages on specific occasions at any location, e.g. in buffet form or à la carte ("catering services"). The Lessee's attention is drawn to the fact that, depending on the agreement, the Lessor provides the catering services itself or commissions them from third parties.

10.2 The catering services in the contract become binding at the beginning of the 29th day before the start of the event.

If the tenant cancels

a. from the beginning of the 29th day until the end of the 8th working day before the start of the event, catering services by reducing the number of persons by more than 10% or by reducing the other catering volume by more than 10%, or

b. from the beginning of the 7th working day before the start of the event or catering services ordered later, the tenant must pay a cancellation fee.

10.3 If a fixed amount (e.g. per participant) is agreed for the catering services, the cancellation fee for case 10.2 a) shall be 30% of the difference between the actual payment amount (net) to be paid for catering services and the payment amount (net) agreed in the contract under "Catering". The cancellation fee for case 10.2 b) is 100% of the payment amount (net) agreed in the contract under "Catering".

10.4 For catering services that are invoiced according to the individual consumption of the participants on site, if the **minimum consumption of € 8.00 per person** is not reached, an amount equal to this minimum consumption will be charged for the last agreed number of participants. The minimum consumption must be reached by each participant individually, i.e. if the consumption of one participant exceeds the minimum consumption, the exceeding amount cannot be credited against the minimum consumption of another participant.

10.5 However, both for the cancellation fees and the calculation of the minimum consumption, the tenant is allowed to prove that no damage was incurred at all or that it was significantly lower than the flat rate.

10.6 The cancellation fee is payable regardless of whether the catering services are provided by the lessor's own efforts or by services provided by third parties.

## 11. Responsibilities of the Client

11.1 If, for the holding of an event in the rooms of BESONDERER ORTE, special inspections, acceptance procedures, authorisations or permits are necessary, the Client themselves are exclusively responsible for applying for or securing them in a timely manner, as well as for

assuming the costs and fees involved, as far as these are not covered in conjunction with the standard composition of the rooms. The Client is obligated to adhere to requirements under public law and to all other legal standards and stipulations.

11.2 Throughout the event, the Client is subject to the householder's rights of the BESONDERE ORTE in the entire building complex. The instructions of BESONDERE ORTE or, respectively, of its representatives and employees, are to be complied with.

11.3 The Client has the obligation to insure himself technically and by means of insurance in particular against voltage damage to electronic data processing systems.

11.4 Decorations brought in by the Client must conform to fire regulations. BESONDERE ORTE has the right to require official proof of this compliance. Due to the risk of damage, the setting-up and affixing of objects and decorations must be prearranged with BESONDERE ORTE.

11.5 Escape routes and emergency exits must remain unobstructed and easily accessible at all times.

11.6 BESONDERE ORTE do not guarantee the suitability of the rooms and facilities used for the purpose of the event. BESONDERE ORTE shall not recognise and subsequent complaints in this respect.

## 12. Liability of BESONDERE ORTE and the tenant

12.1 The warranty of BESONDERE ORTE is limited to its essential contractual obligations. These regard the availability of the space for the contractually agreed activities, access to the venue and the adherence to safety duties insofar as these relate to the building and its facilities and are not under-taken by the Client.

12.2 Any liability of BESONDERE ORTE is completely excluded in as far as it relates to initial defects. The lessor is only liable for gross negligence or intent in this respect.

12.3 These limitations of liability do not apply however in the case of damages arising from injury to life, limb or health.

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12.4 BESONDERE ORTE is not liable as regards the prevention of use of its facilities due to causes and unavoidable events over which it has no control (e.g., power outages, fire, water, conflagrations, strikes, etc.).

12.5 The Client shall be liable for all damage, including damage to the facilities and technical equipment provided as well as damage to buildings and glass, which is culpably caused during the period of their provision by the Client, his personnel, visitors to the event or other third parties who are present in or at the rented premises with the Client's knowledge, acquiescence or instigation.

12.6 BESONDERE ORTE reserves the right to demand a deposit of EUR 50,- to BESONDERE ORTE from the Client at the time of handing over keys, access cards or chips ("access medium") to the premises. The deposit will be paid to the Client after the end of the rental period, subject to clause 11.8.

12.7 In case of loss of an access medium, the Client is obliged to pay an amount of EUR 50,- to BESONDERE ORTE. In addition, BESONDERE ORTE are entitled to have new locks and security systems installed at the expense of the Client. The Client can prove that the BESONDERE ORTE have suffered less damage or no damage at all.

12.8 The Client is obligated to immediately inform BESONDERE ORTE about any potential for damage to arise, as well to report any occurring damages.

## 13. Waste disposal

Glass, paper and normal domestic waste can be disposed of in the designated containers. Any fees will be charged by BESONDERE ORTE according to the amount of waste and the degree of effort involved in its disposal.

## 14. Condition of the event rooms, duty to uphold legal safety standards

14.1 All fire detection devices, hydrants, smoke vents, electric distributor and switching cables, telephone distributors, ventilation and

exhaust openings, as well as emergency exits must be kept absolutely clear and unobstructed.

14.2 All general technical and official regulations, in particular those of the building supervisory authorities and fire department, are to be adhered to.

14.3 The Client assumes responsibility for upholding legal safety standards for the entire period of utilisation of the rooms provided to the Client by BESONDERE ORTE.

14.4 Installations, reconstruction or alterations to the existing equipment and furnishings by the Client are not permitted.

14.5 Authorised representatives and employees of BESONDERE ORTE must be guaranteed access to all rooms at all times. The service personnel hired by BESONDERE ORTE have householder's rights vis-à-vis the Client, and besides the Client, vis-à-vis the event participants. The Client's own householder's rights vis-à-vis the attending participants in accordance with the German Assembly Law remain unaffected.

14.6 Damages arising from non-adherence to the current applicable statutory provisions shall be borne by the Client.

## 15. Conditions of use

15.1 The Client subletting or re-letting rooms provided BESONDERE ORTE, or issuing of invitations for sales presentations or similar events, must have the prior written consent of BESONDERE ORTE.

15.2 When using BESONDERE ORTE church venues, the special character of these rooms must be taken into consideration. Any decoration or alterations made inside the event rooms may only be undertaken with the prior consent of BESONDERE ORTE. BESONDERE ORTE venues are housed in Christian churches; spiritual ceremonies, such as weddings, funerals, baptism etc. that are not performed in Christian tradition are therefore not appropriate and not permitted.

15.3 Smoking is only permitted in specifically agreed-upon areas which cannot include the church halls of Umweltforum, Zwinglikirche, Französischen Friedrichstadtkirche and Tagungswerk where smoking is strictly prohibited at all times.

15.4 For safety reasons it is not permitted to enter the plaster balconies of the Umweltforum's Auferstehungskirche.

15.5 Animals may not be brought along to the events, with the exception of guide dogs for the blind.

15.6 The Client promises to schedule, for reasons of noise exclusion, the conclusion of the event for no later than 10:00 p.m. Apart from this, the stipulations of the Noise Abatement Act (*Lärmschutzverordnung*) are in any case to be observed also before 10 p.m. Use of the facilities after 10 p.m. must be requested in writing. Any special permits required for events continuing after 10 p.m. must be obtained by the Client before the event. The costs thereof shall be borne by the Client. The Client is liable for any legal claims of third parties arising from non-compliance with the Noise Abatement Act or other requirements under German law. The Client absolves BESONDERE ORTE of liability in all claims by third parties resulting from non-compliance to German Noise Abatement Act.

15.7 The maximum weight which may be applied to the floor is 5 kN/m<sup>2</sup> (Umweltforum Auferstehungskirche), 3.5 - 5 kN/m<sup>2</sup> (Tagungswerk) or, respectively, 3.5 kN/m<sup>2</sup> (Neue Malthaus). Any damages arising from non-compliance with this regulation are to be borne by the Client.

15.8 The Client is not permitted to sell their own food and beverages unless otherwise expressly agreed upon.

15.9 Ticket reservations, advance ticket sales, and ticket sales at the door shall be conducted by the Client unless otherwise expressly agreed upon.

15.10 The Client must be aware that events simultaneous to their own may be held in the same venue. Access spaces, such as elevators, stairwells, and foyers, may be used by other events and their guests, or by other clients.

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## 16. End of the contractual relationship/ Return of the facilities

16.1 Exhibition objects or other items brought in by the Client must be removed within the agreed upon rental period. Should the Client neglect to do this, BESONDERE ORTE may have recourse to have them removed and put into storage at the expense of the Client.

Should in fact the objects remain in the event room, the BESONDERE ORTE can charge a user fee as compensation in the amount of the normal room rental (daily rate) for the duration of this usage period. It is permitted to the Client to illustrate, by way of contention, lesser incommodity to BESONDERE ORTE.

16.2 All utilised rooms are to be put in proper order upon conclusion of the contractual relationship and left in a clean, swept and neat condition (e.g., all informational, decorative and working material is to be removed, and rubbish accumulated at the event sorted as far as possible and disposed of in the designated containers). The final cleaning as well as rubbish disposal is taken care of by BESONDERE ORTE and included in the rental fee.

16.3 Should the agreed upon rental period be over-extended, BESONDERE ORTE has the right to charge utilisation compensation for each hour or part of an hour to the amount of 5% of the agreed upon price for room rental (daily rate), or a minimum of at least EUR 50.00. If by exceeding the rental period a subsequent event is affected, the Client is obligated to pay compensation for damages.

## 17. Advertising

17.1 The posting of advertising material at or in the event rooms is allowed only with the express permission of BESONDERE ORTE and solely at the specifically agreed upon places.

17.2 The nailing or sticking of advertising material to the walls as well as the attaching of banners is not permitted.

17.3 BESONDERE ORTE reserve the right to document events with their own photographer and to use those photos for their own promotional purposes (image brochures, homepage, mailings, etc.).

## 18. Conditions of Use for WLAN

18.1 BESONDERE ORTE permits the Client and their guests (henceforth called the 'User') co-use of WLAN access and the Internet for the duration of an event in a BESONDEREN ORTE location. This coverage is a service provided by BESONDERE ORTE and may be withdrawn at any time. Guests do not have the right to allow third parties WLAN use. BESONDERE ORTE does not take any responsibility for the availability, suitability, or reliability of the provided Internet access for any purpose. BESONDERE ORTE is within their rights to: partly or temporarily disable the operation of WLAN access; allow further users access; or to partly or temporarily restrict or deny access to particular Users. BESONDERE ORTE retain the right to block particular websites or services over WLAN (such as sites that glorify violence, pornographic sites or sites that charge fees) at its own discretion and at any time.

18.2 The WLAN only makes Internet access possible. Virus protection and Firewalls are not included. The data moving through the WLAN access provided is un-coded and may therefore be viewable by third parties. The use of the WLAN is at the User's own risk. BESONDERE ORTE take no responsibility for damage incurred to terminal devices (i.e., computers etc.) as a result of internet use, except when caused by deliberate or gross negligence on the part of BESONDEREN ORTEN.

18.3 The User is responsible for downloads, services involving fees and other transactions through the WLAN. The User is obliged to adhere to applicable laws when using the WLAN. The User is NOT permitted to use the WLAN to view or disseminate immoral or unlawful content, to copy, reproduce, or make available material or goods contrary to copyright laws, to breach or otherwise disregard relevant child protection legislation, to send or disseminate offensive, slanderous or threatening content, or to use the WLAN for sending

spam or and/or other forms of inadmissible advertising. The User indemnifies BESONDERE ORTE against all third-party claims concerning or resulting from impermissible use of the WLAN through the User and/or a breach of the above-mentioned conditions.

## 19. Data Protection

19.1 Data protection of Client information is governed by the provisions of the Federal Data Protection Act (BDSG), the Basic Data Protection Ordinance (DSGVO) and the Telemedia Act (TMG).

19.2 Especially in the context of the use of the website (e.g., the contact form) and contract processing, the collection, storage and processing of personal data of the Client may occur. The data is collected by BESONDERE ORTE only for the intended execution of the respective contract or order, forwarded and/or processed to the required extent to a third party, i.e., the caterer. The data will not be passed on to other third parties without express prior consent.

19.3 BESONDERE ORTE Umweltforum Berlin GmbH data protection provisions are applicable and can be accessed via the BESONDERE ORTE website.

## 20. Alternative Dispute Resolution for Consumer Disputes

BESONDERE ORTE is not obliged to participate in alternative dispute resolution (ADR) processes at consumer dispute mediation agencies as stated in German consumer disputes law (§ 36 paragraph 1, Verbraucherstreitbeilegungsgesetz VSBG).

This does not hinder a possible mediation through a consumer dispute mediation agency if both contractual parties are willing as stated in German consumer disputes law (§ 37 VSBG).

## 21. Online conflict resolution

In order to fulfil the obligations dictated under the Regulation (EU) No. 524/2013 of the European Parliament and Council, we refer you to the homepage link of the European Commission's Office for the Online Settlement of Consumer Disputes, which can be accessed at

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<http://ec.europa.eu/consumers/odr/>

### 22. Final provisions

22.1 Changes or additions to the contract, to the acceptance proposal, or to these General Terms and Conditions for events are to be affected in writing. This also applies to changes in formal requirements.

22.2 The place of fulfilment and payment is Berlin.

22.3 The provisions of German law shall apply.

22.4 Should any individual provisions of these General Terms and Conditions for events be deemed invalid or void, the validity of the other provisions shall remain thereby unaffected. As for the rest, the statutory provisions shall apply.

22.5 The German version of the General Terms and Conditions (AGB) is the legally binding version.

### 23. Special arrangement until 31.12.2022

23.1 If the Lessee is expressly prohibited from holding the booked event due to an official or legal ban directly related to the Corona pandemic, the Lessee may withdraw from the rental contract without incurring a cancellation fee until the end of the 9th calendar day before the day of the start of the event. From the beginning of the 8th calendar day before the day of the start of the event, the Lessee shall pay a cancellation fee in the amount of 25% of the gross order sum of the bindingly booked scope of services to Special Venues even in the event of a withdrawal for the aforementioned reasons.

23.2 Withdrawal in other cases shall be governed exclusively by Section 7 of the General Terms and Conditions for Special Seats.

*Convenience Translation. This document is for information purposes only and not legally binding. The sole legally binding version is the German text.*

*Version as of: October 2022, BESONDERE ORTE Umweltforum Berlin GmbH, Pufendorfstr. 11, 10249 Berlin*