

## Event Terms and Conditions

dbb forum berlin GmbH

As at: September 2022

### I. Scope of Application

1.1 These Event Terms and Conditions (ETCs) shall apply to contracts between dbb forum berlin GmbH and its customers governing the staging of events at dbb forum berlin. The ETCs shall apply in particular to the provision of event rooms and spaces and the provision of event-related services, including the supply of mobile facilities and technology.

1.2 For the purpose of these ETCs, customers are defined as any natural or legal entities or associations of individuals under private and public law that use the above-mentioned services. In respect of such with legal entities or associations of individuals, these ETCs shall also apply to all future contractual relationships unless they are replaced by a more recent version. Additional or conflicting contractual terms and conditions issued by the customer shall not apply unless they are expressly recognised in writing by dbb forum berlin GmbH.

1.3 Where the relevant contract contains agreements that deviate from these ETCs, such agreements shall in all cases take precedence over the corresponding provision in these ETCs.

### II. Bookings, Establishment of Contractual Relationship

2.1 Unless the booking confirmation or the contractual offer stipulates otherwise, verbal or written bookings shall merely reserve the right to conclude a contract and shall be non-binding on both parties. They shall expire at the latest upon expiry of the (return) period stated in the booking or in the contract. There is no entitlement to an extension of expiring bookings. Bookings and options are not transferable to third parties.

2.2 Unless the booking confirmation or the contractual offer stipulates otherwise, event contracts shall be concluded in writing and signed by both contracting parties in order to be valid. Where dbb forum berlin GmbH sends copies of a proposed contract to a customer that have not yet been signed, the contract shall not be concluded until the customer signs the copies of the supplied contract, sends them to dbb forum berlin GmbH within the return period specified in the contract and receives a countersigned copy of the contract back. The written form requirement shall also be met if copies of the contract are signed by means of a simple electronic signature (e.g. scanned signature) or pursuant to the electronic form set out under Section 126a BGB (German Civil Code).

2.3 If no return period is stated in the contract or in a covering letter attached to the contract, the contract shall be signed and returned to dbb forum berlin GmbH within 14 days. After expiry of the deadline, dbb forum berlin GmbH is entitled, but no longer obliged, to conclude the contract.

2.4 If subsequent additions or amendments to the contract are agreed, the written form requirement shall be met if the respective declaration is transmitted by email or by fax and confirmed by the other party. Verbal agreements shall be confirmed promptly by the same means. Short-term requests for, and installations of, media and technical event equipment may also be confirmed by means of a handover record.

### III. Contracting Parties, Event Manager

3.1 The contracting parties are dbb forum berlin GmbH and the customer specified in the contract. Where customers organise the event on behalf of a third party (e.g. in the capacity as agency), they shall notify dbb forum berlin GmbH accordingly and name the third party in writing, at the latest upon conclusion of the contract. Any change of contracting party or any full or partial surrender of the dbb forum berlin premises to a third party, whether free of charge or in return for payment, requires the express written consent of dbb forum berlin GmbH. dbb forum berlin GmbH may refuse its consent without stating any reasons; Section 540 (1) Clause 2 BGB shall be waived.

3.2 Prior to the event, the customer shall notify dbb forum berlin GmbH in writing of the name of a representative with decision-making powers who will be responsible for the management of the event and who, at the request of dbb forum berlin GmbH, shall perform the function and duties of event manager in accordance with the provisions of Section 32 (2) and (5) of the Berlin Operations Regulations (Berliner Betriebsverordnung, BetrVO).

### IV. Subject Matter of the Contract

4.1 Event rooms and spaces shall be provided for the purpose specified by the customer subject to officially approved escape route and seating plans including attendance capacities. The detailed definition of the premises in question, the maximum attendance capacity and the purpose of use shall be included in writing either in the contract

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or as an annex to the contract. If no information is provided on attendance capacities, having provided details of the event planning, the customer may consult the current approved escape route and seating plans at any time. Ordinances and sovereign directives concerning reductions in attendance capacities shall be observed. Customers shall ensure that the permitted number of people admitted to their event at the venue is not exceeded under any circumstances.

4.2 Any alterations to the rooms or spaces provided, or changes to escape route and seating plans, installations and fixtures, require the written consent of dbb forum berlin GmbH and are subject to any official approvals that may apply. The duration, costs and risk of official approval procedures shall be borne in full by the customer.

4.3 Customers shall permit the shared use of entrances, exits, foyer spaces and functional areas, such as toilets and cloakrooms, by other event organisers and their guests as well as by dbb forum berlin GmbH. Most importantly, the atrium serves as a shared access and escape route for all visitors to dbb forum berlin. Where several events are held simultaneously at the venue, all parties shall ensure that there is no interference with each other's events. Customers have no contractual right to curtail the event of another contracting party. dbb forum berlin GmbH is entitled to enter the provided rooms and spaces during the set-up and dismantling phases and during an event.

#### **V. Handover, Period of Use**

5.1 Prior to the event, both contracting parties may request a joint inspection of the provided event spaces, emergency exits and escape routes. Where customers discover any defects or damage to the subject matter of the contract, they shall notify dbb forum berlin GmbH by e-mail without delay. Both parties may request the preparation of a handover report stating the current condition and any defects or damage. If the handover report is waived, it shall be assumed that there are no recognisable defects beyond usual wear and tear at the time of the inspection. Where customers discover any damage at a later date, they are obliged to notify dbb forum berlin GmbH without delay.

5.2 Customers shall ensure that the spaces provided at the venue, including the equipment contained therein, are treated with care and kept in a clean condition. dbb forum berlin GmbH shall be notified immediately of any type of damage. In the event of an imminent risk of damage escalation, the contracting party shall initiate the immediate measures required to mitigate the consequences of such damage without delay.

5.3 All objects, structures and decorations brought in for the event shall be fully removed and the premises restored to their original condition by the agreed disassembly deadline. Tacit extensions of the contractual relationship in the event of a late return are ruled out. The respective provision of Section 545 BGB shall not apply.

#### **VI. Charges, Terms of Payment**

6.1 Depending on the event details provided by the customer, upon conclusion of the contract, the customer shall receive a "Services and cost overview" tailored to the respective event, which shall either be included in the contract or attached to it as an annex. Any changes to the event planning will entail an update of the cost estimate. All charges are exclusive of the statutory value-added tax applicable at the time of the service provision.

6.2 If the period between the conclusion of the contract and the implementation of the event exceeds four months, dbb forum berlin GmbH shall be entitled to invoice the charges for services, personnel and consumption-based services on the basis of the price list valid at the time of the implementation of the event. Any price increase in such a case may not exceed 10% of the originally agreed price.

6.3 Starting 14 days prior to the commencement of the event, dbb forum berlin GmbH is entitled to add a surcharge of up to 20% to cover additional costs incurred for the provision of (additional) services at short notice or for changes to such services at short notice – provided such services or changes are feasible.

6.4 Unless the contract stipulates otherwise, the customer shall make all payments to the account of dbb forum berlin GmbH within 14 days of the invoice date. In the event of late payment, dbb forum berlin GmbH is entitled to charge companies and individuals acting in a commercial capacity interest on arrears at a rate of 9 percentage points above the ECB base rate pursuant to Section 288 (2) BGB, as well as a flat-rate late payment fee of EUR 40.00 (Section 288 (5) BGB). In the case of natural persons, dbb forum berlin GmbH is entitled to charge interest on arrears in the amount of 5 percentage points above the ECB base rate in the event of late payment (Section 288 (1) BGB).

6.5 To secure its claims arising from the contractual relationship, dbb forum berlin GmbH is entitled to demand advance payments and appropriate collateral from the customer prior to the event.

#### **VII. GEMA Fees, Artists' Social Security Contributions**

7.1 The timely registration with and payment of fees to GEMA (Society for Musical Performing and Mechanical Reproduction Rights) or GVL (Society for the Exploitation of Intellectual Property Rights) that are due for the performance or reproduction (including video and audio material) of works protected by intellectual property rights are the

sole responsibility of the customer. dbb forum berlin GmbH may request that the customer provide proof of GEMA registration prior to the event.

7.2 Customers are also solely responsible for the payment of artists' social security contributions to the artists' social security fund for any artists they engage along with the payment of income tax and turnover tax for (foreign) artists with limited tax liability.

#### **VIII. Catering**

8.1 Catering for the event is the sole responsibility of dbb forum berlin GmbH and its authorised catering partner. The provision, sale or free distribution of food and beverages by the customer or the customer's guests is prohibited. Exceptions require the written consent of dbb forum berlin GmbH and are subject to an additional catering fee.

8.2 To ensure proper service provision by the catering partner and smooth operations at the event, customers are obliged to contract dbb forum berlin GmbH's catering partner no later than six weeks prior to the event.

#### **IX. Marketing and Promotion**

9.1 Customers are responsible for advertising the event. Advertising measures on the premises, the building or on walls, windows, pillars, etc. require the prior consent of dbb forum berlin GmbH.

9.2 Only original logos of the venue may be used if the venue is mentioned in announcements of any kind (including on the internet) or on printed matter, posters or admission tickets. Any use beyond this purpose requires the consent of dbb forum berlin GmbH.

9.3 The customer shall irrevocably indemnify dbb forum berlin GmbH against any claims arising from the fact that the event, or advertising for the event, violates the rights of third parties (in particular copyrights, image and name rights, trademark rights, competition rights, personal rights) or other statutory provisions. The indemnity obligation shall also extend to any costs for written warnings, court costs and legal costs incurred.

9.4 All image and sound recordings made for the purpose of transmission, further dissemination or recording for any media and data carriers, e.g. radio, television, internet, virtual and physical storage media, require prior approval by dbb forum berlin GmbH, whether they are made in return for payment or free of charge.

9.5 Unless the customer objects in writing, dbb forum berlin GmbH is entitled to publicise events in its event programme, on all advertising media in the foyer and on the internet.

9.6 Unless the organiser objects in writing, dbb forum berlin GmbH is entitled to make free-of-charge video and audio recordings of the event and to distribute such recordings for marketing purposes. Prior agreement shall be reached with the customer.

#### **X. Liability of the Contracting Party, Insurance**

10.1 The customer's liability shall be governed by the statutory provisions.

10.2 Customers who, with the consent of dbb forum berlin GmbH, bring outside technical equipment or fittings to the event rooms and spaces, either themselves or via authorised service providers, shall assume full responsibility for road safety in these spaces from the time set-up begins until disassembly is completed.

10.3 Customers are required to take out event organiser liability insurance for the duration of the event, including set-up and dismantling. The required minimum cover is EUR 5 million for personal injury and EUR 1 million for property damage including damage to rented property. Evidence of the insurance cover shall be provided to dbb forum berlin GmbH on request no later than two weeks prior to the event. The conclusion of an insurance policy shall not limit the customer's liability in relation to dbb forum berlin GmbH or in relation to third parties.

#### **XI. Liability of dbb forum berlin GmbH**

11.1 Any no-fault liability of dbb forum berlin GmbH for damages in respect of hidden defects (Section 536 a (1), 1st Alternative BGB) at the venue and its facilities upon conclusion of the contract is ruled out. This shall not affect the right to a reduction of the charges due to defects, provided that dbb forum berlin GmbH is notified of such defect or the intention to reduce the charges during the period of use of the venue if the defect is identifiable and can be remedied.

11.2 dbb forum berlin GmbH shall accept no liability for loss of or damage to items, equipment, fittings or other valuables brought in by the customer, unless a chargeable or separate agreement for safe custody has been concluded.

11.3 dbb forum berlin GmbH shall be liable for damages in respect of property damage and financial loss suffered by a customer as a result of a grossly negligent or intentional breach of duty on the part of dbb forum berlin GmbH, or in cases where dbb forum berlin GmbH has expressly assumed a guarantee for the services it is bound to provide. Any further liability for damages on the part of dbb forum berlin GmbH is ruled out, with the exception of liability for personal injury and in the event of a breach of material contractual obligations (cardinal obligations). Cardinal obligations or material contractual obligations are defined as obligations whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the customer generally relies and may rely, i.e. the main material contractual obligations.

11.4 Where dbb forum berlin GmbH is responsible for personal injury or the breach of cardinal obligations, dbb forum berlin GmbH shall, in derogation of Section 11.3, also be liable pursuant to the statutory provisions in the event of a breach of duty based on simple negligence. However, in the event of a breach of cardinal obligations, dbb forum berlin GmbH's liability for damages in cases of simple negligence shall be limited to the average immediate damage that is foreseeable and typical for the type of contractual agreement.

11.5 The liability restrictions set out in paragraphs 11.3 and 11.4 above shall also apply in favour of the legal representatives and vicarious agents of dbb forum berlin GmbH.

## **XII. Cancellation, Withdrawal, Annulment**

12.1 Where customers fail to hold their event at the agreed time due to reasons for which dbb forum berlin GmbH is not responsible, they shall be obliged to pay a flat-rate cancellation fee based on the contractually agreed charges. The same applies if customers withdraw from the contract or terminate the contract for cause without holding any specifically agreed, or mandatory, statutory right to terminate or withdraw from the contract. The cancellation fee in these cases is as follows:

- 100% of the charge for the provision of the room as of the conclusion of the contract  
For additional services booked, relative to the contract value:
- 50 % as of 90 days before the start of the event,
- 75 % as of 60 days before the start of the event,
- 90 % as of 30 days before the start of the event.

All cancellations, terminations or withdrawals shall be made in writing. Should dbb forum berlin GmbH have incurred greater damage, dbb is entitled to declare the actual damage instead of the cancellation fee and has the right to demand this amount as compensation from the customer. The customer shall be at liberty to prove that no damage, or significantly less damage, has been incurred, or that the expense is lower than the requested flat-rate cancellation fee.

12.2 In the event that dbb forum berlin GmbH manages to lease the venue for a fee to a third party on a cancelled date, the compensation pursuant to paragraph 12.1 shall remain in effect if the venue could also have been leased to the third party on another event date and/or does not generate the same gross margin.

12.3. dbb forum berlin GmbH is entitled to withdraw from the contract in the event of a breach of material contractual obligations, in particular if:

- a. the customer fails to make the due payments (usage charges or collateral) or fails to make them on time
- b. the intended use as specified in the contract is substantially changed without the consent of dbb forum berlin GmbH
- c. the event rooms are surrendered to a third party, either for a fee or free of charge, without the consent of dbb forum berlin GmbH
- d. upon conclusion of the contract, the customer has failed to disclose in the contract, specifically in the section concerning the intended use, that the event will be held by a "radical, political, religious or apparently religious" association or that the content of the event will be of this nature
- e. the official permits or authorisations required for the event have not been obtained
- f. the customer fails to provide proof of the conclusion and existence of the required event organiser liability insurance
- g. the customer violates statutory provisions or safety and fire regulations
- h. there is reasonable cause to believe that the event will jeopardise proper business operations or the reputation of dbb forum berlin GmbH or its shareholder dbb beamtenbund und tarifunion in the public eye
- i. insolvency proceedings have been instituted against the assets of the customer, or the institution of insolvency proceedings has been rejected for lack of assets and the customer or the insolvency administrator acting in the customer's place fails to meet its obligations under the contract or fails to do so in due time



12.4. If dbb forum berlin GmbH exercises its right to withdraw from the contract on the grounds set out in paragraph 12.3, its entitlement to payment of the agreed charges shall continue to apply. However, any expenses that have been saved shall be deducted.

12.5 Before declaring its withdrawal or termination for cause, dbb forum berlin GmbH is obliged to set the customer a deadline under penalty of non-performance, if, taking the overall circumstances into account, the customer is in a position to immediately remedy the reason entitling dbb to withdraw from the contract or terminate it for cause.

### **XIII. Force Majeure**

13.1 Force majeure is defined as an event which has a significant externally induced impact on the contractual relationship, is unforeseeable according to human judgement and experience and cannot be prevented or mitigated by economically acceptable means, even with the utmost care that could reasonably be expected in the circumstances.

13.2 If an event cannot be held on the agreed date due to force majeure, both parties shall be entitled to withdraw from the contract unless agreement to reschedule the event is reached.

13.3 In the event of a withdrawal or postponement, the customer shall still be obliged to compensate dbb forum berlin GmbH for any expenses already incurred. Such expenses include the costs for external services already commissioned as well as the costs incurred by dbb forum berlin GmbH for preparatory work in connection with the staging of the event. These costs may be settled at a flat rate of up to 25% of the contractually agreed charge, irrespective of their actual amount, unless the customer objects. If the costs are invoiced according to actual expenditure, there shall be no limitation in terms of amount. In all other respects, both contracting parties shall be released from their contractual obligations.

13.4 The number of attendees present as well as the drop-out of speakers, lecturers, artists or other participants in the event are the customer's own risk. This also applies to outside occurrences that affect the event, such as demonstrations and threatening situations, which are usually influenced by the type of event, its content and the media's perception of the event. Customers who wish to cover the attendant financial risks are advised to take out interruption and cancellation insurance for their event.

13.5 Disruption or significant restriction of the energy supply to the venue, in particular as a result of an intervention in the supply network or sovereign directives beyond the control of dbb forum berlin GmbH, shall be deemed equivalent to a case of force majeure. In such a case, claims for damages and reimbursement of expenses shall be ruled out for both parties to the contract.

### **XIV. Data Collection, Processing and Use**

14.1 dbb forum berlin GmbH shall provide the customer with the property specified in the contract as the venue for events and shall provide event-related services either via in-house staff or via contracted service providers. For the purpose of the contractually agreed business objectives, personal data provided by the customer to dbb forum berlin GmbH shall also be processed in accordance with the provisions of the GDPR (EU General Data Protection Regulation) and the BDSG (German Federal Data Protection Act). The customer, in turn, is obliged to notify all data subjects whose data is transferred to dbb forum berlin GmbH in the course of the planning and implementation of the event of the purposes specified in paragraphs 14.1 to 14.4.

14.2 To allow them to perform their services, providers of event-related services will receive personal data relating to the customer and its designated contact persons from dbb forum berlin GmbH to the extent that such data is necessary for the performance of the contract or conforms to the customer's legitimate interests pursuant to Art. 6 (1) (f) GDPR. In addition, dbb forum berlin GmbH will use the customer's data for the purposes of exchanging information and for communication before, during and after an event, as well as for its own event-related services.

14.3 Personal data relating to the customer, the event manager and its designated contact persons may also be passed on to the responsible authorities, in particular the police, the fire brigade, the public order office and the ambulance and rescue services, for purposes of coordinating the respective safety concept for the event.

14.4 dbb forum berlin GmbH shall process and store all personal data it receives from the customer for the period of time necessary to meet its contractual and statutory obligations. As a rule, dbb forum berlin GmbH will delete this data after 5 years in compliance with fiscal and commercial law regulations, unless the business relationship is ongoing.

14.5 Where data subjects do not agree with the storage or handling of their personal data or where such data has become incorrect, dbb forum berlin GmbH shall upon instruction delete or block the data or make the necessary corrections. Upon request, data subjects may obtain information free of charge about all personal data dbb forum berlin

GmbH has stored about them. In the above cases, the data subjects may contact the company informally, if possible, by email at [datenschutz@dbbforum.berlin](mailto:datenschutz@dbbforum.berlin).

#### **XV. Contents Subject to Secrecy under the German Trade Secrets Protection Act**

15.1 For security reasons and for the optimal preparation and implementation of the event, the organiser is obliged to inform dbb forum berlin GmbH in writing no later than 6 weeks prior to the event whether the event involves any content subject to professional or trade secrets protection in accordance with the German Trade Secrets Protection Act (GeschGehG).

15.2 Specifically, the organiser shall notify dbb forum berlin GmbH whether any special technical or organisational measures are required to protect such professional and trade secrets, for example by issuing confidentiality declarations on the part of the staff or contractual partners of dbb forum berlin GmbH or other third parties who gain knowledge of the content that is subject to professional or trade secrecy. In addition, the organiser shall inform dbb forum berlin GmbH whether a dedicated trade secret concept is in place for the event and shall be implemented in coordination with dbb forum berlin GmbH.

#### **XVI. Final provisions**

16.1 The customer shall not hold any set-off or retention rights against dbb forum berlin GmbH unless its counter-claims have been established by final and binding judgment, are undisputed or have been recognised by dbb forum berlin GmbH.

16.2 The place of performance for all claims arising from the contract is Berlin. The law of the Federal Republic of Germany shall apply.

16.3 If the customer is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Berlin shall be the agreed place of jurisdiction for all disputes arising from or in connection with this contract.

16.4 Should individual clauses of these ETCs, the contract or the Safety Regulations be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, the contracting parties undertake to replace the invalid provision with a valid provision which most closely approximates the original contractual provision, in particular in economic terms.