

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)

O.S.D Event GmbH (Old Smithy's Dizzle - Berlin)



1. 1. Scope

- 1.1. Our deliveries, services and offers are made exclusively based on these General Terms and Conditions. These are an integral part of all contracts we conclude with our customers (hereinafter referred to as „Customer“) for our services. In particular, these General Terms and Conditions apply to contracts for the rental of our premises for holding events such as banquets, weddings, seminars, conferences, exhibitions and presentations, among others.
- 1.2. Our technical staff, drivers, receptionists, kitchen staff and service employees (hereinafter referred to as „Service Personnel“) are not authorized to make verbal agreements that amend or supplement these General Terms and Conditions with the customer.
- 1.3. The subletting or reletting of the rooms provided and their use for purposes other than events require our prior consent in text form, whereby § Section 540 para. 1 sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- 1.4. The customer's general terms and conditions shall only apply, if this has been expressly agreed in advance.

2. Offer, the conclusion of contract, implementation

- 2.1. Offers and price quotations in brochures, advertisements and other advertising material are subject to change and non-binding.
- 2.2. The customer is bound to an order placed by him after sending.
- 2.3. We will support the customer in implementing the event to the extent necessary. Contractually not agreed upon, changes requested after the conclusion of the contract will be implemented as far as possible but cannot be guaranteed.
- 2.4. Unless exclusive hire of the entire Old Smithy's Dizzle event space has been agreed upon, we reserve the right to hold other events in the space not booked by the customer. We will inform the customer accordingly.

3. Prices and payment

- 3.1. The agreed prices include the taxes applicable at the time of the conclusion of the contract. In the event of changes in the statutory value-added tax or the introduction, amendment or abolition of local levies on the subject of performance after the conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between conclusion and performance of the contract exceeds four months.
- 3.2. The binding prices listed in our offer based on the customer's order shall apply. Unless otherwise agreed, the prices and services of third parties are also included, which the customer or we have commissioned ourselves and disbursed. In particular, this also applies to claims of copyright collecting societies.
- 3.3. Payments can only be made at our business premises or by bank transfer to a bank account specified by us. Our service personnel is not authorised to collect payments.
- 3.4. Our invoices without a due date are payable without deduction within ten days of receipt of the invoice. We may demand immediate payment of unpaid claims from the customer at any time. In the event of default of payment by the customer, the statutory provisions shall apply. We reserve the right to prove higher damages.
- 3.5. We are entitled to demand a reasonable advance payment or security from the customer upon the conclusion of the contract. The amount of the advance payment and the payment dates can be agreed upon in text form in the contract. In the event of default of payment by the customer, the statutory provisions shall apply.

- 3.6. In justified cases, for example, payment arrears on the part of the customer or expansion of the scope of the contract, we are entitled, even after the conclusion of the contract until the start of the event, to demand an advance payment or security deposit within the meaning of the above section 3.5. or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
- 3.7. The customer may only offset his claims against our claims or retain services owed by him if his counterclaims are undisputed or have been legally established, or are based on the same contractual relationship.

4. Withdrawal of the customer (cancellation)

- 4.1. Withdrawal by the customer from the contract concluded with us is only possible if a right of withdrawal has been expressly agreed in the contract, if another statutory right of withdrawal exists or if we explicitly agree to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract shall be made in text form in each case.
- 4.2. If a date for withdrawal from the contract free of charge has been agreed between the customer and us, the customer may withdraw from the contract up to that date without triggering any claims for payment or damages on our part. The customer's right of withdrawal shall expire if he does not exercise his right of withdrawal towards us by the agreed date.
- 4.3. If a right of withdrawal has not been agreed upon or has already expired, if there is also no statutory right of withdrawal or termination and if we do not agree to a cancellation of the contract, we shall retain the claim to the agreed remuneration despite the non-utilization of the service. We shall consider the income from renting the rooms to other parties and the expenses saved. The expenses saved in each case can be lumped together following sections 4.4, 4.5 and 4.6. The customer is at liberty to prove that the claim did not arise or did not arise in the amount claimed. We are free to prove that a higher claim has arisen.
- 4.4. With the tenant's signing of the rental contract, the tenant undertakes to transfer a 50% deposit immediately. The tenant's payment obligation shall remain in effect if cancellation and non-implementation of the above-mentioned event by the tenant after signing the rental agreement.

The following scales apply to the payment obligation in the event of cancellation of the event:

- 40% on all benefits from the date of the contract
- from 16 weeks before the event, 60% on all services
- from 4 weeks before the event, 80% on all services
- 90% on all services from one week before the event

The tenant shall be obliged to confirm the agreed number of participants to OSD in a binding manner up to two weeks before the event date.

- 4.5. Corona Exception
The following has been agreed with the customer individually and in deviation from our applicable GTC: If the customer carries out the event at a later date due to Corona, which may not be more than one year after the notified event date, only an expense fee of 8% will be charged.

5. Withdrawal by us

- 5.1. If it has been agreed that the customer may withdraw from the contract free of charge within a certain period, we shall be entitled to our part to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked event rooms and the customer does not waive his right to withdraw following our investigations with a reasonable deadline.

5.2. If an advance payment or security deposit is agreed or demanded following clause 3.5. and clause 3.6. above is not made even after a reasonable grace period has expired, we shall also be entitled to withdraw from the contract.

5.3. Furthermore, we are entitled to withdraw from the contract extraordinarily for an objectively justified reason, in particular, if

- force majeure or other circumstances for which we are not responsible make it impossible to fulfill the contract;
- events or rooms are culpably booked with misleading or false information or concealment of material facts; material facts may be the identity of the customer, the ability to pay or the purpose of the stay;
- we have reasonable grounds to believe that the event may jeopardise the smooth operation of the business, safety or our public image without this being attributable to our control or influence.
- Organisational area;
- the purpose or cause of the event is unlawful;
- there has been a breach of clause 1.3. above.

5.4. The justified withdrawal by us does not justify a claim for damages by the customer.

6. Changes to the number of participants and the event time

6.1. An increase in the number of participants by more than 5% (up to a maximum of 20%) must be notified to us no later than five working days before the event's start; it requires our consent, which should be given in text form.

6.2. A reduction in the number of participants by more than 5% should be notified to us in good time, at the latest fourteen working days before the start of the event. The invoice will be based on the actual number of participants. Still, at least 95% of the ultimately agreed number of participants, above mentioned clause 6.1. sentence 3 shall apply accordingly.

6.3. In case of a reduction in the number of participants by more than 10%, we shall be entitled to exchange the confirmed rooms, taking into account any deviating room rent, unless this is unreasonable for the customer.

6.4. If the event's agreed start or end times are postponed and we agree to these deviations, we may charge appropriately for the additional readiness to perform unless we are at fault.

7. Bringing food and drinks

The customer may not bring food and drinks to events. Exceptions require an agreement with us. In these cases, a contribution is charged to cover overhead costs.

8. Technical facilities and connections

8.1. As we procure technical and other equipment from third parties for the customer at the customer's instigation, we shall act in the name of, on the authority of and for the customer's account. The customer is liable for careful handling and proper return. He shall indemnify us against all claims of third parties arising from the provision of these facilities.

8.2. Using the customer's electrical equipment using our power grid requires our prior consent in text form. Any malfunctions or damage to our technical equipment caused by the use of this equipment shall be borne by the customer insofar as we are not responsible for such malfunctions or damage. We may record and charge the electricity costs incurred by the user as a lump sum.

8.3. With our consent, the customer is entitled to use its telephone, fax and data transmission facilities. We can charge a connection fee for this.

8.4. If our suitable facilities remain unused due to the connection of the customer's facilities, a default fee may be charged.

8.5. Faults in technical or other equipment provided by us will be remedied immediately if possible. Payments may not be withheld or reduced as we are not responsible for these disruptions.

9. Loss of or damage to items brought with you

9.1. Exhibits or other items, including personal items, that are carried along are at the risk of the customer in the event rooms or on our premises. We do not accept liability for loss, destruction or damage, including financial losses, except in cases of gross negligence or intent. This does not apply to damages resulting from injury to life, body or health. In addition, all cases in which safekeeping constitutes a duty typical for the contract due to the circumstances of the individual case are excluded from this exemption from liability.

9.2. Decorative material brought in must comply with fire protection requirements. We are entitled to demand official proof of this. If such evidence is not provided, we shall be entitled to remove any material brought in at the customer's expense. Due to possible damage, the installation and attachment of objects must be agreed with us in advance. The customer is only permitted to use smoke machines, table fireworks, pinatas, confetti, sparklers or similar accessories with our prior consent.

9.3. Any exhibition or other objects brought along must be removed immediately after the end of the event. If the customer fails to do so, we may terminate and store the goods at the customer's expense. However, suppose the items remain in the event room. In that case, we may charge reasonable compensation for use for the duration of the withholding of the room.

10. Liability of the customer for damages

10.1. If the customer is an entrepreneur, he shall be liable for all damage to the building or inventory caused by event participants, visitors, employees, or third parties from his area or himself. This applies to the same extent to delays and resulting irregularities in the timelines, as the customer is an entrepreneur and is responsible for them.

10.2. We may require the customer to provide adequate security, for example in the form of a credit card guarantee.

10.3. The customer shall indemnify us against claims of third parties arising due to his fault.

11. Our liability and limitation

11.1. We are liable for damages for which we are responsible arising from injury to life, limb or health. Furthermore, we are liable for other damages based on an intentional or grossly negligent breach of duty or an intentional or negligent breach of obligations typical for the contract. A violation of duty by us is equivalent to that of a legal representative or vicarious agent. Further claims for damages, insofar as not otherwise regulated in section 9 above, are excluded. Suppose faults or defects occur in our services. In that case, we will endeavour to remedy the situation if we become aware of them or receive a complaint from the customer without delay. The customer is obliged to contribute what he can reasonably be expected to do to remedy the disruption and keep any possible damage to a minimum. In all other respects, the customer is obliged to inform us in good time of the possibility of an extraordinarily high loss being incurred.

11.2. The customer has inspected the rental property in detail. We, therefore, accept no liability that the rental property is suitable for use following the contract and therefore do not guarantee any particular property of the rental property.

11.3. Our liability for damages, irrespective of the legal grounds (in particular in the event of default, defects or other breaches of duty),

shall be limited to the foreseeable damage typical for the contract. The above limitation of liability does not apply to our liability for wilful misconduct or gross negligence, for guarantees, for injury to life, body or health.

- 11.4. All claims against us are generally subject to a limitation period of one year from the statutory commencement of the limitation period. This shall not apply in the case of claims for damages and the case of other claims insofar as the latter is based on an intentional or grossly negligent breach of duty on our part.

12. Final provisions

- 12.1. Amendments and supplements to the contract, the acceptance of the application or these General Terms and Conditions must be made in text form. This also applies to this text form clause. Unilateral changes or additions by the customer are invalid.
- 12.2. Notice following § Section 36 Consumer Dispute Settlement Act (VSBG): We will not participate in any dispute resolution proceedings before a consumer arbitration board within the meaning of the VSBG and are not obliged to do so.
- 12.3. It is agreed that the agreement(s) concluded between us and the customer shall remain confidential; in particular, the customer is not authorised to disclose to third parties the contents of the agreement(s), agreed prices, and numbers of participants or similar.
- 12.4. The place of performance and payment, as well as the exclusive place of jurisdiction for disputes concerning cheques and bills of exchange, is Berlin in commercial transactions. As a contractual partner fulfils the prerequisite of § Section 38 para. 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Berlin.
- 12.5. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
- 12.6. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.