

THE MIX

Victor's Eventlocation Berlin

General terms and conditions

The following general terms and conditions (GTC) are the basis for, and an integral part of, every contractual agreement between Victor's Residenz-Hotels Süd-GmbH, Carl-von-Linde-Strasse 42, 85716 Unterschleissheim (hereafter 'Service Provider') and the customer (hereafter 'Customer').

Contracts shall not be subject to deviating terms and conditions of the Customer unless such terms and conditions have been expressly agreed in writing by the Service Provider.

§ 1 Contract formation/content of contract

- (1) The contract is established upon the Customer's acceptance of the Service Provider's written quotation.
- (2) The scope of the service to be contractually provided shall be determined solely by the signed quotation.
- (3) Ancillary agreements that change the scope of the contractual services must be confirmed in writing.

§ 2 Subject of the contract

- (1) The subject of the contract is the leasing of the event premises and additional services and the brokerage of third-party services as agreed in the quotation.
- (2) The event premises shall be leased solely for the event described in the quotation. Only with the express written approval of the Service Provider shall the event premises be used for an event other than that described. No right to change the contract shall apply. The officially approved usage category is to be adhered to.

§ 3 Fees

- (1) The fees quoted in the quotation that forms the basis of the contract shall apply. These fees are non-transferrable.
- (2) Unless agreed otherwise, the commissioning of third parties shall take place on behalf of and at the expense of the Service Provider. In such cases, the Service Provider shall not be obliged to invoice for services provided by third parties on the Service Provider's behalf and nor shall it be obliged to present invoices from the party it has commissioned.
- (3) Should more than sixty days elapse between the submittal of the quotation and its acceptance, the Service Provider shall be entitled to apply the fees valid at the later date.

§ 4 Payment

- (1) Unless agreed otherwise, invoices are due immediately upon presentation.
- (2) In the event of payment arrears, the Service Provider shall be entitled to charge interest at the applicable statutory rate. The right to bring additional claims shall remain unaffected.
- (3) The Service provider shall in addition be entitled to a deposit, as provided for in the contract, to cover its expenses.

§ 5 Withdrawal

- (1) The Customer is entitled to withdraw from the contract. In the event of such withdrawal, the following payments shall become due to the Service Provider:
 - For withdrawal up to 90 working days prior to the start of the event: 45% of the amount stated in the quotation.
 - For withdrawal up to 45 working days prior to the start of the event: 85% of the amount stated in the quotation.
 - For withdrawal up to 14 working days prior to the start of the event: 100% of the amount stated in the quotation.
- (2) The right to claim for further costs to cover unavoidable third-party services shall remain unaffected.
- (3) Cancellation charges levied by third parties that have been commissioned on the Service Provider's behalf for the Customer shall be borne fully by the Customer.

§ 6 Liability

- (1) The Customer shall be liable for all damage to the event premises or the inventory where such damage is caused by the event's attendees or by other visitors to the event or by other third parties under the Customer's brief or by the Customer itself.
- (2) The Service Provider shall be liable for malice and gross negligence unless the breach of an essential contractual obligation is concerned or death or serious injury or impairment of health are concerned. The Service Provider's liability shall be limited to the foreseeable loss typical for this type of contract up to a maximum of 3,000 euros. The same shall apply for the liability of the Service Provider's agents.
- (3) Personal items brought into the event premises, and other items brought into the event premises in connection with the event, are brought in at the Customer's risk.

§ 7 Guarantee

- (1) Customer complaints regarding the Service Provider's services must be made immediately to the Service Provider or its on-site representative(s).
- (2) In the event of service interruption, the Customer shall cooperate to help meet statutory requirements and shall help to avoid or minimise any loss.
- (3) Only if an interruption to service cannot, despite prompt notification having been given to the Service Provider, be rectified within an appropriate period shall the Customer be entitled to a reduction in the contractual fee.
- (4) Substitute services can only be declined by the Customer if it has just cause for so doing.
- (5) Products and food and drink that are ordered in error by the Customer cannot be exchanged.

§ 8 Closing provisions

- (1) Amendments and addenda to the contract or to these GTC must be made in writing.
- (2) Should any provision of this contract or a part thereof be or become invalid, the validity of the remainder of the contract shall remain unaffected. The parties shall in such an event replace the invalid provision or part with a valid provision that comes as close as possible to the commercial intention of the invalid provision. Otherwise statutory provisions shall apply.
- (3) The place of performance and jurisdiction shall be Berlin, Germany.
- (4) German law shall apply.