

Johannis GmbH & Co. KG

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General Terms and Conditions of Business

I. Scope of Application

1. These General Terms and Conditions of Business shall apply to all services either offered by or commissioned through Johannis GmbH & Co. KG [Johannis]. Services proposed by Johannis shall be considered as accepted by the Customer/Booker [Event Organizer] when the latter confirms these General Terms and Conditions in writing/countersigns these General Terms and Conditions and returns them to Johannis (e.g. by fax or by mail).
2. General Terms and Conditions or parts thereof of the Event Organizer shall not become an integral part of the agreement except with the express written consent of Johannis.
3. In case Johannis modifies these General Terms and Conditions, the amended text shall be considered as being integrated into the agreement on condition that the Event Organizer is informed in writing and does not object to such integration within a period of 14 days.

II. Offers

1. The first offer made to the Event Organizer by Johannis shall remain valid for a period of two weeks. After that period, the offer shall expire without the requirement of further notice. Such period shall run from the date the offer is sent to the Event Organizer. Unless Johannis expressly refers to such extension in writing, offers sent again and which relate to the originally requested renting period or additionally quoted services shall not start the period running again nor constitute an extension.
2. In case that the services commissioned through Johannis require input to be provided by the Event Organizer's (e.g. furnishing graphic material or lists of participants), such input has to be provided in due time (i.e. by a deadline date set by Johannis). In case of default, Johannis shall be free, without incurring any liability to the Event Organizer, to render the services in accordance with the extent as booked by the Event Organizer.

III. Terms of Use for Rented Premises / Security Obligations

1. The Event Organizer undertakes to use the premises rented from Johannis for the agreed purpose only and within the agreed period of time. Any modification of the usage purpose or an extension of the rental period will require the prior written approval by Johannis. Unless otherwise agreed, Johannis acts on the assumption of a maximum total rental period of 10 successive hours.
2. The agreed rental period shall comprise the set-up and takedown times and the duration of the actual event. In the event that the Event Organizer exceeds this agreed rental period, Johannis shall be entitled to charge the Event Organizer a compensation fee in the amount of EURO 300.00 plus VAT at the current applicable rate per additional hour or part thereof. This shall not affect the right to claim further damages caused by exceeding the rental period.
3. The Event Organizer is not allowed to sublet or transfer for use to third parties.
4. In case the Event Organizer intends to bring his own equipment (e.g. furniture, decorations, appliances and devices) onto the premises or the equipment of third parties commissioned by him, such bringing in shall be subject to prior agreement with Johannis. The Event Organizer ensures that the equipment he brings onto the premises comply with applicable norms and statutory provisions regarding their bringing in, usage and safe operation (e.g. ordinance on the testing of technical facilities and equipment, technical inspection directive, ordinance on noise abatement, accident prevention regulations, etc.). In particular, the Event Organizer shall comply with fire prevention regulations. If need be, he shall furnish proof to Johannis of such compliance. At the end of the rental period, all equipment and decorations brought onto the premises shall be cleared and taken from site.
5. The Event Organizer shall ensure that the bringing in as well as the setup, operation and takedown of all equipment brought onto the premises by him will be executed in a workmanlike manner and that health impairments and structural damage to the rented premises will be excluded. Structural alterations shall be prohibited. Entrances, exits and emergency exits must be neither blocked, congested, obscured, covered nor their functionality otherwise obstructed.
6. Furniture and decorations as may be pictured on Johannis advertising or information materials may constitute specific arrangements and are not part of the rented object.
7. The use of open fire (e.g. gel fuel) shall not be allowed.
8. The Event Organizer shall take care to ensure at his own risk that only such individuals are admitted to the event which he wants to be his guests; or he shall brief the surveillance staff commissioned through Johannis accordingly. He shall also be obliged to ensure that admission and presence of his guests are in full compliance with ordinances for the protection of minors (Children and Young Persons Act) and with narcotics provisions.
9. Insurance, as well as all official permits, concessions, etc. that may be required for hosting the event shall be obtained by the Event Organizer at his own risk. Fees and taxes incurred shall be paid by the Event Organizer or third parties commissioned by him at his or at their own cost. Upon request by Johannis, the Event Organizer shall provide evidence of such payments. In such cases where the Event Organizer fails to meet these obligations resting upon him and claims are made against Johannis by a third party, in particular by a public agency, the Event Organizer shall be held solely liable towards Johannis.
10. In case where the Event Organizer, during the rental period, grossly jeopardizes the safety of the (rented) object, of the guests and of Johannis staff or where the Event Organizer ignores instructions issued by Johannis with regard to the safety of the (rented) object, of the guests and of Johannis staff, Johannis shall be entitled to call of the event immediately. The Event Organizer shall be held responsible for any ensuing damage.
11. Without prejudice to the obligations set out above, the Event Organizer shall ensure that public order, safety and security be maintained in connection with his event. The Event Organizer shall be liable for any damage insofar as such damage is caused by himself / herself, his / her guests, staff, suppliers, artists, or any other individual associated with his / her sphere.

IV. Payment Terms and Deadlines

1. Event Organizer agrees to advise Johannis in due time of the billing address applicable to the commissioned services.
2. Invoices shall be due strict net upon receipt. As a matter of principle, all payments have to be made exempt from charges for the beneficiary. The same applies for payments from abroad, even if a transaction fee or the like is incurred. Costs of payment transactions shall always be at the expense of the party that carries out the transaction.
3. Payment terms as set out below shall apply to all services and goods commissioned by the Event Organizer (with registered office in Germany only) and provided by Johannis:
 - agreed user fees / deposit no later than eight weeks prior to the start of the event;
 - agreed flat rates (e.g. conference packages) minimum 50% of the anticipated total amount no later than eight weeks prior to the start of the event;
 - all other goods and services minimum 50% of the anticipated total amount no later than four weeks prior to the start of the event.

In the event that commissioning of the respective goods and services takes place within the appropriate time limits, payment will be due immediately upon awarding of contract and billing.

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4. Without a registered office in Germany Event Organiser is obliged to pay the full amount of the agreed upon goods and services no less than 4 weeks before the event.

5. With a view to ensuring careful preparation of the event, the Event Organizer shall notify Johannis of any changes in the announced and agreed number of guests within the time limits set out below; failure by the Event Organizer to comply will give rise to invoicing at least the initially booked number of persons with regard to the agreed goods and services and/or flat rates and such number shall be payable by the Event Organizer.

- up to 100 guests no less than 7 days prior to the event,

- up to 300 guests no less than 14 days prior to the event,

- from 300 guests up no less than 21 days prior to the event.

5.1. In the event that the Event Organizer reduces hereafter the number of guests he had announced and agreed with Johannis in excess of 8% (up to 100 guests) or 4% (from 100 guests up) and irrespective of the actual number of attendees, Johannis shall be entitled to charge at least on the basis of the contractually agreed number of attendees, minus 8% or 4%, respectively, of the agreed beverage catering service. In such case, the Event Organizer is at liberty to prove that Johannis has a greater percentage of expenses saved. This does not apply to cases where a flat rate or package has been agreed.

5.2. Moreover, in the event that less guests show up at the event, Johannes, regardless hereof, shall be entitled to invoice on the basis of the originally agreed number of attendees (e.g. the agreed flat rate price). In the event of higher attendance, Johannis shall be entitled to invoice the additional charges according to the originally agreed prices. The Event Organizer shall be obliged to confirm this in writing when requested to do so by Johannis.

6. In case the Event Organizer hires catering staff from Johannis and unless otherwise agreed, such staff will be invoiced by Johannis for a minimum period of four hours running from one hour before the beginning of the event until one hour after the end of the event.

V. Catering (Meals and Beverages)

1. In the event that the Event Organizer and Johannis agree that the Event Organizer brings in his own catering for meals, the latter shall pay Johannis a basic amount of 500.00 Euro (plus VAT) plus a variable charge of 3.00 Euro (plus VAT) per person (depending on the ordered number of guests). The basic amount includes the use of a back-area, normal cleaning of this area

2. The Event Organizer shall ensure that the contracted caterer take care to avoid soiling of or damage to the rooms provided by Johannis for preparing the event. He shall also ensure that these rooms will be left clean and all waste generated by the caterer be removed; in particular the Event Organizer shall at his own cost dispose of leftover food immediately at the end of the event.

3. In case where the Event Organizer commissions the food catering via Johannis, the following rule shall apply: the Event Organizer shall be obliged to screen the supplies for deficiencies immediately upon delivery, by no later than when supplies being offered for the first time during the event. Any complaints about the served meals shall be passed on immediately, while the event is still on, to Johannis so that the deficiencies can be remedied. Complaints about food quality or goodness lodged after the event cannot be taken into account.

4. As a general rule, beverages catering shall be provided by Johannis.

5. Unless explicitly stated otherwise, product and food specifications regarding catering services commissioned by the Event Organizer via Johannis do neither constitute a guarantee bond nor warranty of a quality. In cases where originally specified goods are not available, Johannis reserves the right to substitute products by products of similar type and identical quantity. Wine vintages may vary.

VI. Cancellation Policy

1. The Event Organizer and Johannis shall be entitled to terminate the contractual arrangements for good cause without notice. Good cause shall exist for Johannis in the event of non-payment of the agreed fees or hired services by the agreed due date, of deceit about the purpose of use, or of serious breach of the Event Organizer's obligations hereunder. If the Event Organizer cancels the booking for a reason attributable to him, the following cancellation charges will apply if notice of cancellation is received within:

- 32 weeks before the event date:	no charges,
- 28 weeks before the event date:	50% of the agreed basic charge/user charge, 20% of the agreed additional charges and 0% of agreed costs for food and beverages; or 50% of the agreed flat rate price (e.g. conference package) in proportion to the requested number of persons, respectively;
- 20 weeks before the event date:	100% of the agreed basic charge/user charge, 50% of the agreed additional charges and 0% of agreed costs for food and beverages, or 60% of the agreed flat rate price in proportion to the requested number of persons, respectively;
- 16 weeks before the event date:	100% of the agreed basic charge/user charge, 80% of the agreed additional charges and 0% of the agreed costs for food and beverages, or 70% of the agreed flat rate price in proportion to the requested number of persons, respectively;
- 8 weeks before the event date:	100% of the agreed basic charge/user charge, 100% of the agreed additional charges and 25% of the agreed costs for beverages and 50% of the agreed costs for food;
- four weeks before the event date:	100% of the agreed basic charge/user charge, 100% of the agreed additional charges, 50% of the agreed costs for beverages and 60% of the agreed costs for food, or 80% of the agreed flat rate price in proportion to the requested number of persons, respectively;
- less than 4 weeks before the event date:	100% of the agreed basic charge/user charge, 100% of the agreed additional charges, 80% of the agreed costs for beverages and 100% of the agreed costs for food, or 100% of the agreed flat rate price in proportion to the requested number of persons, respectively...

2. Without prejudice to the foregoing paragraph, a handling fee amounting to 450.00 EUR plus VAT [at the current applicable rate] will be due and which the Event Organizer gets to pay anyway. Also exempt from the above is the right of Johannis to enforce claims for possible damage.

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3. Should the contractual use and enjoyment be made impossible for the Event Organizer or complicated or otherwise conditioned for reasons due to his person or due to the character or organization of his event or which are otherwise attributable to him, the Event Organizer shall not be entitled to derive any right to cancel or amend the present Agreement.

VII. Data Services

In the event Johannis provides Internet access or other data services either with no charge or with costs for use by the Event Organizer or his guests, the use of such access shall be at the Event Organizer's own risk. In particular, Johannis shall not be liable for possible loss of data or unauthorized access to data by third parties nor for unsuited equipment and appliances of the Event Organizer to use such services. The Event Organizer shall be liable for any violation of law due to the use of Internet access (e.g. copyright infringement).

VIII. Penalty for Non-Performance

In the event of late payment, Johannis shall be allowed to charge interest for non-performance amounting to 10% of the gross amount due. Irrespective of the above the obligation to make good for additional damage will be retained.

IX. Miscellaneous

1. Should the Event Organizer offend against the obligations resting upon him he shall be required to indemnify Johannis for any possible damage and/or hold Johannis harmless against any and all claims by a third party.
2. The hour agreed as starting time on the day of the event or for the access to the premises on the day(s) possibly agreed for setup shall be regarded as the beginning of the event.
3. The parties shall treat essential and not generally known information of the respective other party with the confidentiality usual in business dealings.
4. Binding arrangements shall be made solely with Johannis and with persons duly authorized by Johannis to deal with the Event Organizer. In order to be valid, all verbal agreements require being in written form. Variations amendments, cancellations and termination of contract shall be done in writing in order to be effective.
5. Deviation from individual or all of the above provisions will have to be agreed in writing between Johannis and the Event Organizer. Deviation from individual provisions shall not serve to invalidate the remaining provisions.
6. If individual provisions of these General Terms and Conditions of Business be invalid or unenforceable, the effectiveness of the other provisions shall not be affected thereby. Otherwise, statutory provisions shall apply.
7. Place of performance and place of jurisdiction for all disputes shall be Berlin.