

GENERAL TERMS AND CONDITIONS

Name and address of the venue

In all announcements relating to the event, the venue must be designated as follows:

Designation:

Schankhalle Pfefferberg
Schönhauser Allee 176
10119 Berlin, Germany

Postal address:

VIA Schankhalle Pfefferberg gGmbH
Geneststr. 51
10289 Berlin, Germany

Subject of the contract

Based on the number of persons stated above and under inclusion of the following general contractual terms, the event organiser is granted rental use of the facilities at the Schankhalle Pfefferberg, Schönhauser Allee 176, together with associated services provided by the Schankhalle Pfefferberg (catering, etc).

1. Registration / Conclusion of contract

A reservation is considered binding as soon as the contract form signed by the organiser has been received by Schankhalle Pfefferberg. If the organiser does not return the signed contract form to Schankhalle Pfefferberg within 14 days, the reservation expires. After receipt of the contract form, the organiser will receive a copy of the contract signed by both parties.

2. Prices / Terms of payment

(1) The fee for use of the facility shall be based on a separate agreement. For this purpose, the Schankhalle Pfefferberg shall submit a written offer to the organiser for the services requested and for the number of persons registered by the organiser in the reservation.

(2) Payment must be transferred to the account of VIA Schankhalle Pfefferberg gGmbH within seven days of receipt of the invoice. The final invoice will be issued after the end of use.

(3) Prices include waiter fees, service charges and value added tax (VAT) at the valid rate (currently 7%).

(4) If the value added tax rate changes during the term of the contract, the prices will be adjusted in accordance with the applicable value added tax law.

Based on an advance invoice, prepayment of 80% of the contractually agreed usage fee is required no later than four weeks before the start of the event. If prepayment is not received, Schankhalle Pfefferberg shall be entitled to withdraw from the contract and claim damages for non-performance without having to give prior written notice. The organiser shall be notified of the withdrawal in writing or by email.

Please direct all bank transfers to the following VIA Schankhalle Pfefferberg gGmbH bank account:

Account holder: VIA Schankhalle Pfefferberg gGmbH
Bank: Bank für Sozialwirtschaft AG
IBAN: DE52100205000001309400
BIC: BFSWDE33BER

3. Technical equipment / Public law permits / Noise disturbances

(1) Technical equipment may only be operated by Schankhalle Pfefferberg staff. This also applies to connections to the lighting and power supply networks and the rental of additional event equipment.

(2) Audio and video recordings of any kind must be registered and require the prior consent of Schankhalle Pfefferberg. If the recordings are published and/or used for commercial purposes, the fee must be agreed in advance with Schankhalle Pfefferberg.

(3) Public events are subject to GEMA (German performance rights organisation) licence fees and must be registered and paid for by the organiser. If music is played at private events, such as family or birthday parties, this is not subject to GEMA licence fees.

(4) Smoking is not permitted on the premises of the Schankhalle Pfefferberg.

(5) Music may only be played inside the Schankhalle Pfefferberg building. To avoid noise disturbances, windows and doors must be kept closed after 10 p.m. Loud programme elements that may disturb the peace in the local area (e. g. fireworks) are prohibited.

4. Change in the number of participants

In accordance with the compensation obligation for the organiser set out in paragraph 6(1), changes to the number of participants may be taken into account up to two weeks before the start of the event. If there is an increase in the number of guests, the charges will be based on the actual number of people present.

5. Food and drinks / Corkage fee

Food and drinks are provided solely by the Schankhalle Pfefferberg.

If the organiser brings in food or beverages, we reserve the right to charge an appropriate corkage or plate fee.

6. Withdrawal / Cancellation costs

(1) The organiser may withdraw from the contract up to 16 weeks before the start of the event without giving reasons and without any obligation to pay compensation. The Schankhalle Pfefferberg must be notified of the withdrawal in writing or via email.

If cancellation occurs within 16 weeks prior to the start of the event, the organiser shall be liable for the following compensation:

Up to 12 weeks before the event	70% of the usage fees specified in the contract
OR	
Up to 6 weeks before the event	80% of the usage fees specified in the contract
OR	
Up to 2 weeks before the event	90% of the usage fees specified in the contract

If cancellation occurs within two weeks prior to the start of the event, the organiser shall bear 100% of the contractually agreed usage fee.

(2) The organiser retains the right to prove that no loss has been incurred as a result of the withdrawal or that the loss is significantly lower than the compensation for loss asserted in accordance with the terms of the contract (e.g., through a substitute event of equal value).

(3) The obligations referred to in paragraph 1 shall also apply to the organiser in the event of a reduction in the number of guests, a reduction in the agreed services or a change of booking, unless the organiser has been granted the right to reduce the services under other conditions.

(4) The following provisions shall apply to withdrawal from the contract by Schankhalle Pfefferberg; in all other respects, the statutory provisions shall apply. Schankhalle Pfefferberg shall be entitled to withdraw from the contract as follows:

- In the event of force majeure or other circumstances beyond the control of the Schankhalle Pfefferberg that make it impossible to fulfil the contract (see (5))
- If the event is booked under misleading, missing or false information regarding essential facts, e. g. the organiser or purpose
- If Schankhalle Pfefferberg has reasonable grounds to believe that the event may jeopardise the smooth running of business operations, safety or the public reputation of Schankhalle Pfefferberg
- If Schankhalle Pfefferberg becomes aware of circumstances indicating that the organiser's financial situation has deteriorated significantly since the conclusion of the contract and that Schankhalle Pfefferberg's payment claims therefore appear to be at risk. This is particularly the case under the following conditions:
 - The organiser has filed for insolvency, initiated out-of-court debt settlement proceedings or has suspended payments
 - Insolvency proceedings have been opened against the organiser's assets, or the opening of such proceedings has been rejected due to lack of assets or for other reasons

The organiser must be notified of the cancellation in writing or by email.

(5) If, as a result of force majeure (see following paragraph for definition), the event cannot be held in the Schankhalle Pfefferberg, the parties shall be released from their obligations under this contract. Claims for damages are excluded.

Force majeure is defined as an external, unforeseeable event that cannot be prevented or averted in time even by applying reasonably expected care and technically and economically reasonable means. This includes, but is not limited to, the following events: war, natural disasters, terrorist attacks, power failure, sabotage, necessary repair work, machine damage, operational breakdowns of equipment, faulty equipment or necessary installations, failure of telecommunication links, operational breakdowns, strikes and lock-outs to the extent that the lock-out is lawful, and statutory provisions or measures of the government or courts or authorities (irrespective of legitimacy).

Both the organiser and Schankhalle Pfefferberg must notify each other immediately and inform each other of the reasons for force majeure.

7. Liability, collateral

(1) The organiser is liable to Schankhalle Pfefferberg for all damages caused by him/her, by event participants or by third parties associated with the event. The organiser is required to have sufficient insurance cover for such liability cases.

(2) The Schankhalle Pfefferberg management must be notified immediately of any recognisable defects and/or damage.

(3) Any obligation to comply with public law requirements and duties shall be borne solely by the organiser. Insofar as claims are asserted by third parties against the Schankhalle Pfefferberg due to non-fulfilment of such requirements and obligations, the organiser shall indemnify the Schankhalle Pfefferberg against such claims.

(4) Schankhalle Pfefferberg shall be liable for breach of material contractual obligations in cases of intent and negligence. Liability shall be limited to the amount of the contractually agreed usage fee. Liability for consequential damages and financial losses, such as lost profits, is excluded. Furthermore, Schankhalle Pfefferberg shall only be liable for damages caused by intent or gross negligence. Liability shall be limited to the amount of the contractually agreed usage fee; liability for consequential and financial losses, such as lost profits, is excluded. The limitations and exclusions of liability do not apply to damages resulting from injury to life, limb, or health. Furthermore, Schankhalle Pfefferberg is not liable for disruptions of any kind caused by circumstances beyond its control. To the extent permitted by law, Schankhalle Pfefferberg shall not be liable for damages incurred during arrival at or departure from the event, or for losses and accidents. The organizer indemnifies the Schankhalle Pfefferberg from any liability towards event participants or other third parties within its sphere of responsibility in accordance with the same provisions.

(5) The Schankhalle Pfefferberg may require the organizer to provide appropriate security (e.g., insurance, deposit, guarantee).

8. Individual agreements

Individual agreements deviating from the general terms and conditions of this contract must be confirmed in writing or email by the Schankhalle Pfefferberg. The validity of the remaining contractual conditions remains unaffected by individual agreements.

9. Final provisions

Any deviating business terms and conditions of the organiser are hereby rejected and shall not be deemed valid. Insofar as the other party is a merchant or a legal entity under public law, the sole place of jurisdiction for both parties is Berlin.