

General Terms and Conditions of Zollpackhof Gastronomie GmbH



ZOLLPACKHOF Restaurant & Biergarten
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ZOLLPACKHOF

Anno 1855

Restaurant & Biergarten

1. Scope

1.1 These General Terms and Conditions (GTC) apply to the provision of conference rooms, bar, café, Augustiner Keller, beer garden, restaurant and other event rooms in the "Zollpackhof" for events, reservations and other activities as well as catering services and other supplies requested in this context. Contractors are Zollpackhof Gastronomie GmbH in Berlin (**ZPH**) as well as the organizer (**client or AG**).

1.2 General terms and conditions of the AG do not apply. The Customer accepts the scope of these GTCs. This also applies in the event that the AG uses such an application clause in its General Terms and Conditions. Individual agreements and information of ZPH in offers and similar documents take precedence over these General Terms and Conditions.

1.3 The ZPH reserves the right to mark its offers as non-binding, in particular for a certain period of time before the start of the event. For example, "offer subject to change up to 12 weeks before the start of the event" means that the ZPH can cancel a reservation up to 12 weeks before the start of the event even if the client has accepted the offer.

1.4 Agencies and similar companies that set up, organize or broker events for third parties as end customers (agencies) act towards the ZPH, unless otherwise agreed in individual cases, both on their own behalf and on behalf of the third party concerned; both are jointly and severally liable and are considered AG within the meaning of these General Terms and Conditions.

2. Preparation of the event

2.1 The ZPH is entitled to demand the submission of drafts and advertisements, posters, advertising material and similar material for the event to be held in the premises of the Zollpackhof by the AG and to prohibit their publication and distribution if the material is to be feared to damage the reputation of the ZPH or otherwise violates the legitimate interests of the ZPH.

2.2 Events of a political nature and events of political organisations require the prior written consent of the ZPH. In the event of doubt, the contract is deemed not to have been concluded until such time.

2.3 The Customer shall designate the end customer, the approximate number of participants, any third-party companies and service providers involved and a person responsible for the event prior to the conclusion of the contract, but no later than 14 days prior to the start of the event. If any of these details are not provided in spite of a request or the ZPH has to fear breaches of contract or other problems in the conduct of the event that cannot be resolved by mutual agreement, the ZPH is also entitled to cancel at short notice (withdrawal from the contract). In this case, it retains its entitlement to the agreed remuneration, whereby it must be credited for expenses saved as a result of the cancellation of the event.

2.4 The Customer shall be liable in accordance with statutory law for any damage that event participants or third parties leave on the premises of ZPH, its employees or guests. The liability and obligations of the AG pursuant to paragraph 14 remain unaffected.

3. Holding of the event by the client

3.1 The Customer shall carry out the event on the premises provided to him in the Zollpackhof. Land is transferred to the AG and its employees. The transfer of rooms, partial areas as well as their sub-letting and re-letting to third parties requires the prior written consent of ZPH. This also applies if the event is partly attended by guests who are not employees of the AG.

3.2 The Customer shall ensure that the use of the premises in the Zollpackhof for the purposes of the event is not in a context likely to damage the reputation of the ZPH, the owner of the Zollpackhof or other users of the Zollpackhof; this applies in particular, but is not limited to, the commission of criminal acts, unconstitutional, illegal, politically extremist or xenophobic content of the event as well as content that violates moral laws and laws for the protection of minors.

3.3 The installation and operation of indoor fireworks or stage fireworks as well as the operation of pyrotechnic jokes are prohibited in the entire Zollpackhof. The use of confetti, glittery articles and similar hard-to-remove accessories is prohibited.

3.4 Smoke alarms and sprinkler heads may not be covered.

3.5 Smoking is only permitted in areas clearly allocated by ZPH.

4. Number of Participants

The AG must inform the ZPH of the final number of participants no later than ten days before the date of the event, otherwise a careful preparation can no longer be guaranteed. This figure is used as the basis for billing of any agreed per capita prices (e.g. for drinks and food). If fewer people/guests actually participate in the event, this has no influence on the agreed prices. If the number of registered persons/guests increases, the actual number of participants will be used for billing.

5. Technical Installations

Insofar as the ZPH procures or holds technical or other facilities from third parties for the execution of the event, it acts on behalf of and on behalf of the AG. In any event, the AG shall be liable for the careful treatment and proper return of facilities and shall indemnify ZPH against all claims of third parties arising from the transfer of facilities. The ZPH charges an additional 20% handling fee on the gross price for ordered services, equipment or other items.

6. Event with music

In principle, the AG must pay a GEMA fee for the use of music. The fee is € 75.00 via the ZPH or the AG has to provide written proof of the GEMA registration up to 7 days before the event. If the AG organizes its own musicians, the AG has to ensure compliance with the relevant regulations (especially registration with the GEMA and billing via the AG).





ZOLLPACKHOF

Anno 1855

Restaurant & Biergarten

7. Recording Audio/Audio-Image, Taking Pictures

Audio recordings, video recordings and other recordings and transmissions of the event of all kinds (TV, Internet, loudspeakers, etc.) require the written consent of ZPH subject to the consent of the authors and copyright holders involved. ZPH is entitled to refuse its consent to this without stating a reason or to make it conditional on the agreement of a fee to be paid to it. ZPH has the right to make or have made picture, sound, picture and sound recordings as well as drawings of event sequences or exhibited or used objects for the purpose of documentation or for own publications, unless the customer objects.

8. End of the Event

8.1 Unless otherwise agreed, the Customer is obliged to terminate the event in individual cases by the end of the regular opening hours of the customs warehouse (currently 00:00 a.m.) Items, structures, decorations and similar items brought by the Customer or on its behalf by third parties in connection with the event must be removed by the Customer until then, restored to the original condition of the used area and returned the used area properly (see also clause 3).

8.2 If the Customer culpably breaches the above obligations, he shall be liable to ZPH for damages. For increased cleaning costs o.e. the ZPH charges a lump sum of EUR 500,00, whereby it remains entitled to prove a higher damage. The Customer reserves the right to prove that the ZPH has suffered no damage at all or only a significantly smaller amount.

9. Prices and Terms of Payment

9.1 The agreed prices apply incl. the value added tax applicable in each case, unless it is shown separately. The ZPH reserves the right to make price adjustments in particular to increased purchase prices, wage costs, etc. in the event that the period between the conclusion of the contract and the realization of the event exceeds 4 months.

9.2 50% of the agreed minimum turnover, the room rent and any additional personnel costs must be paid as a deposit one month before the event. For events of 300 people or more, the deposit is 80%. The remaining amount as well as consumption-related and other remuneration components are to be paid after the event.

9.3 All amounts due are invoiced by the ZPH and are payable without deductions within 7 days of receipt. In the event of non-compliance with the deadlines, ZPH charges default interest according to the BGB. Further damages are reserved.

9.4 Should a list of participants be requested from the AG's accounting department, it must be submitted to the ZPH by the beginning of the event at the latest.

9.5 For subsequent changes to the invoice, in case of incorrect information on the form provided for this purpose, we automatically charge an additional processing fee of € 10.00.

10. Withdrawal from the Contract / Cancellation by ZPH

10.1 ZPH may at any time withdraw from the contract or terminate it in exceptional circumstances. An important reason exists in particular if, in the run-up to the planned event, the AG breaches one of its contractual obligations or ancillary obligations in spite of the extension period and the threat of refusal, in the event of breach of contractually agreed payment obligations, in the absence of official permits or permits for the event to be provided by the AG, in the event of breach of official requirements/permissions, in the event of breach of legal provisions concerning the security of the event, in the event of infringement of the rights of third parties, in the event of danger, public safety and order and in case of impracticability of the event due to state orders, for example at state receptions.

10.2 A grace period or a threat of refusal is not required if the event has already started.

10.3 An important reason also exists if the Customer violates the obligations according to Art. Clause 2 or Clause 3, in particular if he or she plans or starts an event with a political background without the prior consent of ZPH or if he or an agency fails or is late in fulfilling the notification or other obligations. In these cases, no extension of time or threat of refusal is generally required.

10.4 If the Customer is responsible for the resignation or termination, ZPH retains the right to the agreed remuneration. It must, however, allow for savings to be credited.

10.5 In the event of an extraordinary termination or resignation by the ZPH, the assertion of claims for damages by the AG is excluded, insofar as the ZPH is not at fault due to at least grossly negligent breach of duty.

11. Domestic rights

The ZPH reserves the right to exercise its domiciliary rights in the Zollpackhof at any time and in particular to enforce its house rules available on site. ZPH can and will in particular make use of its domiciliary rights and ask guests to leave the Zollpackhof and/or cancel events or - also with the help of the police - break them off if, despite warnings, disturbances of other guests or damage to the reputation of the Zollpackhof can occur, e.g. due to drunkenness of guests or participants, excessive noise emissions due to the use of the Zollpackhof. e.g. through drunkenness of guests or participants, excessive noise immissions, through political colouring of the event contrary to the contract, e.g. through the use of posters, pennants, flyers etc. or through other serious breaches of contract, in particular of the kind described in clause 3.2.

12. Cancellation of the event by the client

If the AG cancels the event after the binding contract has been concluded and later than 12 weeks prior to the start of the event for a reason for which ZPH is not responsible, this shall be deemed to be a withdrawal and the following cancellation fees shall apply:





ZOLLPACKHOF

Anno 1855

Restaurant & Biergarten

12.1 If a minimum turnover has been agreed and the withdrawal takes place:

up to 4 weeks before the start of the event
= 5% of the agreed minimum turnover and room rent

up to 2 weeks before the start of the event
= 20 % of the agreed minimum turnover and the agreed room rent

up to 7 days before the start of the event
= 35 % of the agreed minimum turnover and the agreed room rent

up to 3 days before the start of the event
= 75 % of the agreed minimum turnover and room rent

from 2 days before the start of the event
= 100% of the booked services and all other booked services.

12.2 If no minimum turnover has been agreed and the withdrawal takes place:

up to 2 weeks before the start of the event
= 20% of the booked services

up to 7 days before the start of the event
= 35% of booked services

up to 3 days before the start of the event
= 45% of booked services

up to 2 days before the start of the event
= 75% of the booked services.

In case of cancellation on the day of the event, 100% of the booked services must be paid. In addition, a flat rate of € 35.00 per registered participant will be charged for drinks, unless a flat rate for drinks has been agreed.

The right of the Customer to prove that damage has not occurred or to a significantly lesser extent than the aforementioned cancellation fees remains unaffected. If the ZPH has incurred a higher loss, it is entitled to demand compensation in the corresponding amount.

13. Data Protection

The AG agrees that, insofar as this is necessary for the proper execution and/or settlement of this contract, the ZPH may keep general contract, billing and performance data in common data collections and may pass it on to insurers and/or authorities. The processing of the data in the aforementioned sense takes place after the conclusion of the contract in the context of the data processing system, which the ZPH uses. The ZPH is entitled to refer to the event of the AG for its own advertising purposes (reference) and for the marketing of the Zollpackhof, e.g. on the ZPH website, unless otherwise agreed in individual cases.

14. Damages

14.1 Should damage occur during the event to the building, the event area and/or the objects belonging to these, in particular the inventory, the Customer shall be liable for compensation.

14.2 This also applies to the extent that such damage has been caused by employees or other employees of the Customer, its vicarious agents, contractors or participants of the event, etc. The Customer bears the burden of proof that the damage was not caused by the above-mentioned group of persons and that there is no fault of any kind, insofar as areas, installations, facilities and the entrusted inventory are under its care. If the AG provides compensation, ZPH assigns any claims against the party causing the damage to the AG to this extent.

14.3 It is the responsibility of the Customer to insure himself against all damage to the equipment and other items brought by him or the Participants. ZPH shall only be liable for such damage if it has caused such damage intentionally or through gross negligence.

14.4 The Customer shall ensure that there is adequate insurance cover for any damage that may occur during the use of the venue or during an event, e.g. by appropriate property, loss, liability, technical and accident insurance. At the request of ZPH, the AG must prove that it has taken out appropriate insurance.

15. Liability of ZPH

15.1 Claims for damages against ZPH only exist in the event of intentional or grossly negligent conduct of ZPH or its legal representative or vicarious agents. This also applies to damage to goods brought or stored by the Customer, furniture items, etc. , regardless of the nature, origin, duration and extent of the effects.

15.2 ZPH shall not be liable for damage caused by fire, tap water, storm, hail, burglary and smoke, insofar as these risks cannot be covered by premiums or premium surcharges provided for by an insurer authorised to operate domestically. The same applies to malfunctions and defective operation of the building services systems, in particular in the event of a failure of services as a result of a strike, official requirements or similar events, which ZPH is unable to avert. In particular, in the event of an official order, the AG has no claims whatsoever.

15.3 The ZPH shall not be liable for disruptions to the event caused by other users of the Zollpackhof or other third parties (e. g. construction site noise), unless there is at least gross negligence on the part of the ZPH. This also includes the fact that ZPH does not assume any guarantee that the utilities will not alter or discontinue their services (electricity, gas, water, fuels, refrigeration, etc.) in terms of type, quality, pressure or voltage. It will, however, endeavour to work towards the elimination of any disturbances it has come to its attention.

15.4 ZPH shall not be liable for damages resulting from measures taken by it to maintain security and order.

15.5 If the event is restricted, cancelled or cancelled as a result of an incorrect assessment of risks, ZPH shall not be liable for cases of simple negligence.

15.6 Insofar as liability is excluded or limited according to the provisions of these General Terms and Conditions, this also applies to the benefit of the vicarious agents of ZPH as well as breaches of duty committed by them.





ZOLLPACKHOF

Anno 1855

Restaurant & Biergarten

15.7 The above exclusions and limitations of liability do not apply in the event of injury to life, limb or health, for claims under the Product Liability Act and in the event of culpable breach of an essential contractual obligation (obligation the fulfilment of which enables the proper execution of the contract in the first place and the fulfilment of which the contractual partner regularly trusts and may rely on); in this case, however, ZPH's liability is limited to compensation for foreseeable, typically occurring damage.

16. Force Majeure

If the event cannot take place due to force majeure, each contracting party shall bear its own costs incurred up to that time. If ZPH has submitted costs for the AG that would have to be reimbursed contractually, the AG is in any case obliged to reimburse these costs. The late arrival of one or more participants as well as bad weather including rain, ice, snow and storms shall not be considered as force majeure.

17. Dispute Resolution and Jurisdiction

The ZPH is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration body. The place of jurisdiction for merchants and companies is Berlin.

Confirmation:

I hereby accept the terms and conditions ([GTC](#)) of Zollpackhof Gastronomie GmbH and agree to their validity.

Date of the event: _____

Name/company of the organiser (contractor):

(in block letters)

Date, stamp, signature

Surname, first name (in capital letters)

