

## 1 Scope of Application

(1) These General Terms and Conditions for Events (GTCE) apply to the provision of rooms, areas and items on the premises bcc Berlin Congress Center, Alexanderstr. 11 in 10178 Berlin, Germany (hereinafter referred to as "bcc") by the bcc Berlin Congress Center GmbH (hereinafter referred to as "bcc GmbH") to the client (hereinafter referred to as the "client"). They also apply to the provision of event-related services as defined in Clause 4.1.

(2) Unless otherwise agreed, these GTCE shall also apply to any future provision of rooms, areas or items. These GTCE shall also apply to any additional services in connection with the original agreement, even if not expressly agreed upon.

(3) The client's contractual terms and conditions shall only apply if the bcc GmbH has expressly agreed to them in writing and has excluded these GTCE. If deviating agreements are made in the contract, such agreements shall prevail over the corresponding provisions within these GTCE.

## 2 Reservations, Conclusion of Contract, and Amendments

(1) The bcc GmbH will issue a non-binding offer or a non-binding reservation. The reservation will be maintained within the deadline specified in the offer. If the client agrees, the bcc GmbH will send a draft contract. The client then makes a binding offer to enter into the contract by signing and returning the draft. The contract shall be deemed concluded once it has been countersigned by the bcc GmbH and returned to the client within 14 days. Until the contract has been concluded in writing, all reservations remain non-binding.

(2) Reservations, offers and contracts issued by the bcc GmbH always refer to specific dates and to a defined number of persons, comprising event participants, the client, the client's employees and service providers, the organising team, speakers, exhibitors and other guests (hereinafter referred to as "persons").

(3) A written contract is mandatory for the binding provision of the rooms and areas (hereinafter referred to as the "hired premises") specified in the contract. For the contract to become effective, it is sufficient to send the documents by email or via an electronic signature service, unless delivery by post (original hard copy) has been agreed.

(4) No rights, in particular no entitlement to the provision of the hired premises, may be derived solely from verbal agreements, email correspondence, or similar forms of communication.

(5) The contracting parties are the bcc GmbH and the client named in the contract. If the client is not the event organiser, they must name the event organiser in writing before concluding the contract. In this case, Clause 6 shall apply accordingly.

(6) Any amendments or additions to the contract shall become part of the agreement if the client accepts the corresponding offer within the stated offer period by email or via an electronic signature service. The provision of price lists, information sheets, fact sheets, catalogues, or similar documents to the client shall not constitute a binding offer.

(7) Oral agreements shall become valid, in the case of a client acting in a commercial or self-employed professional capacity, if one of the parties confirms the agreement in writing and the other does not promptly object.

(8) Oral requests made by the client during the hire period and subsequently fulfilled by the bcc GmbH, as well as any use exceeding the contractually agreed scope of services, number of persons, rooms, or areas, shall entitle the bcc GmbH to reasonable remuneration, taking into account the express surcharge.

## 3 Permitted Use of the Hired Premises

(1) The hired premises are intended for the hosting of conferences, conventions, congresses, exhibitions, corporate events, product presentations and similar types of events.

(2) The information provided by the client that led to the conclusion of the contract shall be binding with regard to

the use of the hired premises and the continued validity of the agreement. Any change to the event title, event period, type of event, agreed event content, or intended purpose of use, as stated in the contract, shall require the prior written consent of the bcc GmbH. False information regarding the purpose or main content of the event shall entitle the bcc GmbH to refuse provision of the hired premises while retaining its right to payment. In such cases, the client shall bear the burden of proof to demonstrate that the true information does not violate these GTCE and that the false information was insignificant. The same applies to incomplete information, where such omissions are not minor and could not reasonably have been identified by the bcc GmbH.

(3) Upon conclusion of the contract, the client acknowledges that they will not tolerate any racist, anti-Semitic, Islamist, anti-democratic, unconstitutional or illegal content at their event that constitutes a criminal offence or an offence against public order. The client is obliged to

- actively intervene against violations of the first sentence during the event;
- exclude persons from the event who violate the principles set out in the first sentence;
- stop the event in the case of a persistent infringement of the first sentence;
- and cancel the event in the case of persistent violations.

## 4 Scope of the Contract

(1) The provision of the hired premises and the provision of event-related services (hereinafter referred to as the "scope of the contract") are described in detail in the contract. Services that are not expressly mentioned in the contract are not part of the contract and can be booked separately. If, in addition to the provision of the hired premises, other items are handed over or work or services are performed, these shall be deemed supplementary services to the contract.

(2) The client confirms that they were aware of the state of the scope of the contract at the time of conclusion of the contract and deems it to be suitable for their event and in accordance with the contract in terms of location, size and facilities. This does not apply to defects that were not readily apparent.

(3) The client shall have no claim to exclusivity or sole use of the rooms and areas of the bcc, unless this has been expressly agreed to in writing.

(4) If parking spaces, storage rooms or other similar facilities are handed over to the client, this does not constitute a contract of safekeeping within the meaning of Sections 688 et seq. of the German Civil Code (Bürgerliches Gesetzbuch).

## 4.1 Event-related Services

(1) The following services in connection with the event are generally provided by the bcc GmbH:

- Catering services
- Technical services (sound, lighting, video, media, IT, interpreting equipment, technical support etc.)
- Setup services (furniture, equipment, branding, stand and stage construction etc.)
- Security and medical services
- Cleaning services

(2) The bcc GmbH is entitled to use subcontractors (hereinafter referred to as "partners") to fulfil its service obligations.

(3) If the client wishes to provide these services themselves or using their own service providers, the written consent of the bcc GmbH is required. The bcc GmbH may refuse consent for good cause.

## 4.2 Seating and Emergency Plan

(1) The hired premises, especially event rooms and areas, will be handed over in accordance with seating and emergency plans approved by the authorities, which specify the number of persons permitted. The client is obliged to comply with the seating plan created by the bcc GmbH for their event and to keep escape and rescue routes clear. If the client makes alterations that are not included in the approved seating and emergency evacuation plans, these must be approved by the necessary authorities at the client's own expense and risk.

## 4.3 Duration of Use

(1) The agreed hire period may only be exceeded with the prior consent of the bcc GmbH, whereby the bcc GmbH must take into account the working hours of its staff.

(2) If the hire period is exceeded for reasons for which the bcc GmbH is not responsible, the bcc GmbH may charge

additional rental fees proportionately, as well as any actual utility costs, external costs, personnel costs and other damages incurred as a result of the exceedance.

## 4.4 Number of Persons

(1) The number of persons present simultaneously within the meaning of Clause 2, paragraph 2 may not exceed the number of persons contractually agreed upon. The number of persons represents an absolute maximum limit. The client must ensure that no more than the agreed number of persons are admitted into the bcc for their event.

(2) Employees of the bcc GmbH and partners commissioned by it are not included in the agreed number of persons. Unless otherwise agreed upon, these persons shall enter the event area via a separate entrance.

(3) The client is required to provide the bcc GmbH with regular updates on the number of persons attending the event, both prior to and during the event. The bcc GmbH is entitled to carry out checks, e.g. using a people counting system that comply with data protection regulations. The client may increase the number of persons provided that the seating plan allows for this, regulatory or other official requirements are met and the bcc GmbH agrees. The bcc GmbH may refuse consent for good cause.

(4) The bcc GmbH may charge for additional persons if the contractually agreed number of persons is exceeded. This does not apply if the bcc GmbH has assumed the task of counting the number of persons admitted in order to prevent the contractually agreed or officially authorised number of persons from being exceeded.

(5) The client may reduce the contractually agreed number of persons by up to 50 % per event day until 14 days before the start of the hire period. The fee will then be reduced by a fixed amount of 25.00 EUR net per person per event day (days spent solely on setup or dismantling do not count as event days for the purposes of this calculation).

(6) Regulatory and official orders regarding the reduction of the number of persons must be observed.

## 4.5 IT and Telecommunications Infrastructure

(1) If the bcc GmbH provides the client with Wi-Fi, internet access, telephone services or other similar infrastructure, the client shall be responsible for ensuring its lawful use. If the bcc GmbH is held liable for any violations committed by persons within the meaning of Clause 2, paragraph 2, the client shall indemnify and hold the bcc GmbH harmless against all financial claims, including legal expenses.

## 4.6 Availability Contingency

(1) Both the client and the bcc GmbH shall be entitled to withdraw from the contract, in whole or in part, to the extent that the bcc GmbH, despite exercising due care in the course of business, is not supplied with necessary services by commissioned third parties through no fault of its own (reservation of self-supply). This shall not apply if the unavailable service can be substituted in accordance with Clause 4.7.

## 4.7 Substitution of Services

(1) The bcc GmbH may substitute the agreed services with comparable services, provided that such substitutes serve the same contractual purpose and the substitution is reasonable for the client.

(2) In order to mitigate damages, or if substitution is the more reasonable alternative to non-performance, and the bcc GmbH could otherwise invoke force majeure or an event under Clause 21, the bcc GmbH shall be entitled to reasonable compensation for the necessary additional costs arising from the substitution.

## 4.8 Energy Conservation Measures and External Circumstances

(1) External circumstances such as weather conditions or the energy supply situation may constitute events of force majeure or be regarded as risks falling within the Client's sphere of responsibility (see Clause 21).

(2) The following energy-saving measures are considered to be in conformity with the contract:

- reducing the temperature of occupied rooms by no more than 3° C below the outdoor temperature through cooling;
- raising the indoor temperature to 19° C;
- not cooling or heating rooms that are unoccupied or only used briefly (e.g. storage rooms, WCs, stairwells, corridors);
- disabling hot water supply in WCs.

Stricter requirements imposed by state or federal regulations shall take precedence and are also deemed to be in conformity with the contract.

#### **4.9 Inspection and Acceptance Rights**

(1) The bcc GmbH shall have rights of acceptance, access, and inspection. Such rights arise either from these GTCE or are agreed separately in the contract. The non-exercise of such rights shall have no effect on any legal or contractual responsibilities that remain in place.

#### **5 Users**

(1) Unless expressly agreed otherwise in writing (e.g. in the case of subletting in accordance with Clause 6) or where areas are typically made available to third parties due to the nature of the event, the client shall be the sole and direct user of the scope of the contract.

(2) Where multiple clients are involved, they shall be jointly and severally liable.

#### **6 Subletting**

(1) Any transfer of the scope of the contract to third parties requires the written consent of the bcc GmbH. In the event of such consent, the bcc GmbH shall have a comprehensive right to obtain information about the third party in order to verify its ability to fulfil the contractual obligations. Consent shall be deemed granted if the client has notified bcc GmbH of the third party in advance and the third party is expressly named in the contract. The client shall remain liable as the contractual partner of the bcc GmbH for all obligations arising under these GTCE. Unless otherwise agreed, the client and the third party shall be jointly and severally liable to the bcc GmbH. If the bcc GmbH refuses to give its consent, the client shall not be entitled to terminate the contract; the statutory provision of Section 540, paragraph 1, sentence 2 of the German Civil Code (Bürgerliches Gesetzbuch) shall be excluded in this respect.

(2) The consent of the bcc GmbH is not required for the subletting of individual stand space at trade fairs or exhibitions, provided that this is also the intention of the contract. The client is obliged to ensure compliance with these GTCE with regard to this space. The bcc GmbH is entitled to the contact details of the exhibitors as well as information about the exhibition items and plans for the stand construction.

(3) In the event of violations by third parties or exhibitors, the bcc GmbH may exclude them from the bcc premises in accordance with Clause 19 without being liable to pay damages to the client or justifying any claims for compensation by the client.

(4) These GTCE shall apply accordingly to any claims brought by a third party or exhibitor against the bcc GmbH.

#### **7 Remuneration and Terms of Payment**

##### **7.1 Remuneration**

(1) The contractually agreed fee includes only the provision of the rooms and areas, as well as the services specified therein. The fee is calculated based on the number of persons, the scope of services and the date and duration of use.

(2) If the client makes use of services provided by the bcc GmbH without express agreement, a fee shall be deemed agreed in accordance with the prices valid at the time of use (plus express surcharge, if applicable).

(3) For any services ordered by the client within 21 days prior to the start of the hire period or during the hire period, the bcc GmbH reserves the right to charge an express surcharge of 20 % of the applicable fee.

(4) The fees stated are net prices plus applicable value added tax.

##### **7.2 Advance Payment**

(1) The client is obliged to pay 20 % of the anticipated total fees under the contract upon conclusion of the contract. A further 50 % shall be paid no later than eight weeks prior to the start of the hire period, and in any case must be received before the hire period begins. If the total fee increases due to the inclusion of additional services, the advance payment shall be adjusted accordingly and any difference shall be settled in advance.

(2) The bcc GmbH is not obliged to make the hired premises available prior to full receipt of the advance payment.

(3) If, after the contract has been concluded, the client modifies measures or plans through no fault of the bcc GmbH, the bcc GmbH may, prior to consenting to such changes, require an advance payment in accordance

with paragraph 1 and/or the conclusion of an insurance policy.

##### **7.3 Security Deposit**

(1) The bcc GmbH may request a reasonable security deposit in order to avert termination of the contract. However, it shall only be obliged to do so if the deposit covers the potential loss. Any notice period or other deadline applicable to termination by the bcc GmbH shall be extended by the period between the demand for the deposit and its full receipt, but by no more than 21 days, unless otherwise agreed.

##### **7.4 Invoices**

(1) Invoices must be paid within 14 days of the invoice date. Invoices are issued in euros. If payment is made in a foreign currency, any exchange rate differences and bank fees must be covered by the client.

(2) In the event of late payment, the bcc GmbH is entitled to charge interest on arrears at a rate of nine percentage points above the base interest rate of the European Central Bank (ECB). The right to claim further damages is reserved.

(3) The date of actual receipt of payment shall determine whether payment has been made by the deadline.

##### **7.5 Subsequent Price Adjustment**

(1) The agreed contract sum was calculated taking into account standard monetary depreciation. The calculation is based on an assumed annual increase of the Consumer Price Index (as determined and published by the German Federal Statistical Office (Statistisches Bundesamt)) of +2.5 %. If, during the period between eleven and nine weeks prior to the start of the hire period, the most recently published CPI indicates an annual average increase of two or more percentage points above the assumed +2.5 %, the bcc GmbH may, at its reasonable discretion, adjust the agreed remuneration accordingly. There is no obligation to make such an adjustment. The adjustment shall be made in accordance with Section 315 of the German Civil Code (Bürgerliches Gesetzbuch). The bcc GmbH shall notify the client of any price adjustment in text form no later than nine weeks before the start of the hire period. The same right shall apply in reverse to the client if the Consumer Price Index has decreased by more than two percentage points. If the contract sum, as adjusted by the entitled party, changes by more than an average of 10 % per year (calculated from the date of contract signing to the start of the hire period), the other party shall be entitled to withdraw from the contract. The withdrawal must be declared in text form within one week of notification of the price adjustment calculation. After this deadline, the right of withdrawal due to this price adjustment shall expire.

(2) If the Consumer Price Index for Germany is no longer published, it shall be replaced by the index subsequently published by the German Federal Statistical Office (Statistisches Bundesamt) or its successor organisation.

##### **8 Handover and Return**

(1) Unless otherwise agreed, a handover will take place at the start of the hire period, which the client or an authorised representative may attend. Any visible defects will be recorded during the handover. If no defects are recorded, if the client does not attend the handover, or if the client fails to record any defects in the absence of a joint handover and does not report them to the bcc GmbH, it shall be refutably presumed that the hired premises were free from visible defects at the time of handover.

(2) If the client later identifies defects, or if the client or persons as defined in Clause 2, paragraph 2 cause damage, this must be reported to the bcc GmbH without delay. The same applies to the provision of equipment (e.g. furniture, event technology). In the event of an imminent risk of further damage, the client shall immediately take the necessary measures to mitigate the consequences.

(3) The hire period of the hired premises shall not be deemed complete until they have been fully returned to the bcc GmbH in the agreed condition, but no earlier than the end of the agreed hire period. Unconditional acceptance by the bcc GmbH does not exclude subsequent claims for damages.

##### **9 Responsible Persons and Qualifications**

(1) The bcc GmbH may require the client to designate at least one individual who is authorised to manage the execution of the contract and to issue and receive legally binding declarations.

(2) During setup, dismantling and the realisation of the event, the client must provide at least one person who has authority to direct persons within the meaning of Clause 2, paragraph 2 and decision-making power with respect to matters such as programme changes or cancellation of the event. At least one such person must be present and available on site at all times during setup, dismantling and the realisation of the event.

(3) The client is obliged to engage only qualified and competent personnel and service providers, and must provide the bcc GmbH, upon request, with the names of such persons and proof of their necessary qualifications. A qualification is deemed necessary in all cases where it is required under applicable regulations for the event (e.g. German Occupational Health and Safety Act (Arbeitsschutzgesetz), Berlin Ordinance on the Operation of Structural Facilities (Betriebs-Verordnung), accident prevention regulations (Unfallverhütungsvorschrift), SQ standards, DIN norms).

#### **10 Specific Obligations of the Client**

##### **10.01 General**

(1) The client is obliged to conduct the event in compliance with all applicable legal and regulatory requirements, in particular regional regulations and accident prevention regulations, as well as in accordance with recognised technical standards. The provision of the scope of the contract does not release the client from the responsibility to ensure compliance with these requirements.

(2) The client must ensure the smooth and orderly conduct of the event.

(3) Laws, regulations, requirements imposed by authorities, accident prevention regulations etc. take precedence over these GTCE if they impose stricter requirements for the protection of persons.

(4) The bcc GmbH may, prior to the realisation of the event, carry out a safety inspection or walkthrough and invite authorities (e.g. the fire department) to participate. Such an inspection does not release the client from their responsibility for the safe operation of any objects or structures they have brought in or installed.

##### **10.2 Duty to Ensure Public Safety and Compliance with the Berlin Ordinance on the Operation of Structural Facilities (Betriebs-Verordnung)**

(1) The client is responsible for ensuring safety in the bcc event venue for all objects and structures brought in by them or their representatives.

(2) The client is obliged to support the bcc GmbH, to the extent necessary and reasonable, in complying with the operating provisions of the Berlin Ordinance on the Operation of Structural Facilities (Betriebs-Verordnung), in particular with respect to the duty to ensure public safety.

##### **10.3 Technical Regulations and House Rules**

(1) The client shall ensure that the House Rules are enforced and the Technical Regulations are complied with, and shall support the bcc GmbH in doing so to the extent reasonably required. This applies in particular in relation to the persons within the meaning of Clause 2, paragraph 2. The safety regulations in Clause 11 shall be considered a material obligation of the client.

##### **10.4 Documents and Information**

(1) The client shall ensure that all information and documents relevant to the event (such as programme schedules, number of persons, VIPs, appointed service providers, event logistics, room requirements including setup and technical needs, safety plans, catering requirements etc.) are submitted to the bcc GmbH no later than six weeks before the start of the hire period. Any known or subsequent changes must be communicated without delay. The bcc GmbH reserves the right to refuse acceptance of the requested changes for good cause, in particular where acceptance would be unreasonable.

(2) The bcc GmbH assumes no responsibility or liability for the content of documents or information received, unless it falls within its legally or contractually defined responsibilities. Failure to comment on submitted documents shall not be deemed to constitute approval or confirmation of their accuracy or legal validity.

##### **10.5 Incident Reporting**

(1) In the event of any incident related to the event that may attract public or media attention, the bcc GmbH must be informed without delay.

(2) In the interest of event safety and to protect the image of the bcc and the bcc GmbH, any statements made by the client to the press or the public (including on social

media) must be approved in advance by the bcc GmbH prior to publication.

## **11 Event Safety, Right of Possession and Entry**

### **11.1 Safety Measures and Safety Plan**

(1) The commissioning and determination of the scope of any necessary safety and security measures (e.g. stewarding, security services, event safety personnel, fire watch, medical services etc.) shall be carried out by the bcc GmbH in coordination with the client and the relevant authorities. The scope of safety measures depends on the nature and topic of the event, the number of persons, the presence of VIPs, and other event-specific requirements and risks.

(2) The client shall provide the bcc GmbH with all relevant information without delay no later than six weeks prior to the start of the hire period. This includes, in particular:

- the presence of publicly prominent individuals and protected persons under official or private security, regardless of whether they are accompanied during the event;
- the presence of private security personnel;
- the presence of persons requiring assistance;
- the presence of media representatives;
- polarising event content;
- requirements or information from security authorities;
- registered demonstrations;
- anticipated disruptions;
- security-relevant issues that may affect the event or the scope of the contract.

(3) The bcc GmbH shall be entitled, even after conclusion of the contract, to request the client to submit an event-specific safety plan demonstrating that the client has adequately assessed the typical risks associated with the event and has implemented the necessary safety measures. The scope and content of the safety plan must be adequate for the nature and topic of the event and the expected number of persons. Failure by the bcc GmbH to request such a plan does not release the client from the responsibility to assess whether a safety plan is required under their own risk assessment or duty to ensure public safety (Verkehrssicherungspflicht).

(4) Where possible, the costs of safety measures will be communicated to the client at the time the contract is concluded, or otherwise in sufficient time prior to the event. Additional costs for safety measures may arise for the client as a result of external factors, such as police-assessed levels of threat or requirements imposed by security authorities.

(5) Security measures shall be carried out either by the bcc GmbH or by its appointed service providers. The bcc GmbH undertakes to authorise only security personnel from providers who meet the requirements of the current Regulation on the Private Security Industry (Verordnung über das Bewachungsgewerbe) and the Trade Regulation Act (Gewerbeverordnung), or who hold at minimum a certificate of professional competence in accordance with Section 34a of the Trade Regulation Act (Gewerbeverordnung).

### **11.2 Surveillance**

(1) The bcc GmbH does not assume responsibility for the surveillance of any items brought in by the client or handed over to the client. The client is responsible for ensuring that such items are adequately insured against loss, theft, vandalism, or similar risks, or for commissioning paid security services via the bcc GmbH.

(2) The handover of keys to the client does not guarantee that only the client has access to the relevant rooms.

### **11.3 Cloakroom, Luggage and Security Checks**

(1) Luggage such as suitcases, travel bags, hiking backpacks or trolleys may not be brought into the bcc. Small bags with a capacity of up to 20 litres are permitted (e.g. small tote bags, handbags, laptop bags, compact rucksacks, belt bags). Everyone must be prepared for security checks. Cloakroom use is mandatory. The client is responsible for informing all persons within the meaning of Clause 2, paragraph 2 of these rules. Further measures may be imposed based on security authority requirements or situational assessments by the bcc GmbH.

### **11.4 Access Authorisation**

(1) Access to the bcc is permitted only to authorised persons. The client is responsible for verifying authorisation through appropriate measures and for issuing badges, passes, wristbands or similar identifiers that enable the bcc GmbH, in particular its security staff, to identify authorised persons.

(2) Authorised personnel of the bcc GmbH shall be granted unrestricted access to all areas within the hired premises at all times.

### **11.5 Right of Possession and Entry**

(1) The bcc GmbH and the persons authorised by it shall have the sole right of possession and entry. The legitimate interests of the client shall be taken into account when exercising the right of possession and entry.

(2) In addition to the bcc GmbH, the client shall be entitled to exercise the right of possession and entry within the hired premises to the extent necessary for the safe execution of the event. The client is responsible for ensuring that the event is conducted properly and safely. They are obliged to enforce the House Rules of the bcc GmbH with regard to the persons within the meaning of Clause 2, paragraph 2. In the event of any breach of the House Rules, the client must take appropriate measures to prevent further violations. If stewards have been appointed for the event, they shall assist the client upon request.

(3) Persons authorised by the bcc GmbH shall be granted unrestricted access to the hired premises, including all areas used specifically for the event, at all times within the scope of exercising their right of possession and entry.

### **11.6 High-risk Event**

(1) The bcc GmbH is entitled to classify an event as high-risk in consultation with the client.

(2) An event shall be considered high-risk if, based on its topic, invited guests or public perception, there is an increased likelihood that third parties, regardless of their participation in the event, may attempt to influence or disrupt the event through protests, demonstrations or similar actions. This applies in particular to situations where past experience indicates a risk of resistance, organised opposition or direct actions targeting the event or its attendees, which could result in property damage, vandalism or comparable disturbances. A direct or indirect link between the event and the conduct of third parties, especially with regard to the venue or its surroundings, shall be sufficient to classify the event as high-risk. In particular, this may include cases where the event's topic or the presence of certain guests or groups of guests is known to provoke social or political counter-reactions that may take the form of protests, demonstrations or violent confrontations.

(3) In the case of high-risk events, the bcc GmbH reserves the right to terminate the contract without notice if the associated risks cannot be sufficiently mitigated by economically reasonable security measures, or if continuation of the contractual relationship is otherwise unreasonable for the bcc GmbH. Clause 19 of these GTCE shall remain unaffected. A change in the security risk level may require a reassessment of risk and may justify termination for good cause.

## **12 Official Permits, GEMA and the German Artists' Social Insurance Fund**

### **12.1 Official Permits**

(1) The client shall be solely responsible for fulfilling all legally and officially required registration, notification and permit obligations necessary for the proper execution of their event. Failure to obtain such permits shall not affect the validity of the contract or the entitlement of the bcc GmbH to payment of the agreed fees, unless the failure is attributable to the bcc GmbH. This does not apply to building permits required for the intended operation of the bcc venue as a place of assembly.

### **12.2 GEMA, German Artists' Social Insurance Fund and Other Collecting Societies**

(1) Where required, the client shall be responsible, at their own expense, for registering the event with the German Society for Musical Performing and Mechanical Reproduction Rights (GEMA), the German Collecting Society for Neighbouring Rights (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) or any other relevant collecting societies, as well as with the German Artists' Social Insurance Fund (Künstlersozialkasse).

## **13 Advertising, Photographic, Audio and Video Recordings**

(1) The promotion of the event shall be the sole responsibility of the client.

(2) Interior and exterior recordings of the bcc, as well as the commercial use of its logo and name, require the prior written consent of the bcc GmbH.

(3) The bcc GmbH may object to such use for good cause, for example, if the advertising conflicts with its legitimate

interests or damages the reputation of the bcc or the bcc GmbH. The client's responsibilities and the rights of the bcc GmbH remain unaffected in all cases.

(4) Photographic, audio and video recordings, as well as any other broadcasts or transmissions of the event (via radio, television, internet etc.), require the prior written consent of the bcc GmbH, in addition to the necessary approval from all persons involved and affected, as well as copyright owners and holders of related rights.

(5) The client shall be entitled to make recordings of the event for documentation and verification purposes.

(6) Personnel of the bcc GmbH, technical areas and safety installations may not be photographed or filmed. Recordings are also prohibited where they compromise other legitimate interests of the bcc GmbH (e.g. safety concerns, architectural rights).

(7) The bcc GmbH reserves the right to inspect such recordings and, for good cause, to object to their use or storage where its interests outweigh those of the client.

(8) The bcc GmbH shall have the right to produce photographic, audio and video recordings of the event for its own publications, unless the client objects in writing.

## **14 Indemnification Obligation**

(1) The client shall indemnify the bcc GmbH and its vicarious agents against all third-party claims arising in connection with the use of the hired premises, unless such claims are attributable to fault on the part of the bcc GmbH or its agents.

(2) If the bcc GmbH is required to pay damages to third parties as a result of unlawful or contractually non-compliant conduct on the part of the client, the client shall reimburse the bcc GmbH for all resulting losses, including legal fees, court costs and any other necessary expenses.

(3) The client shall indemnify the bcc GmbH in particular against all third-party claims arising from the use of photographic, audio and video files, as well as other trademarked or legally protected content (such as logos or advertising slogans) provided by the client for the promotion of the event. This applies in particular to infringements of copyrights, name rights, trademark and designation rights, competition law, image and data protection rights, personality rights or any other statutory provisions.

(4) The obligation to indemnify shall continue to apply after the conclusion of the contract if the claims arise, become known or are asserted after that date. This shall also apply in the event of premature termination of the contract due to force majeure or other circumstances.

## **15 Legal Consequences and Contractual Penalty**

(1) The failure of the client to fulfil their obligations under these GTCE may result in restrictions on or cancellation of the event.

(2) In the event of a culpable breach of contract, the client shall be obliged to pay an appropriate contractual penalty to the bcc GmbH. The amount of the penalty shall be determined by the bcc GmbH at its reasonable discretion and may be subject to judicial review in case of dispute. The assertion of further claims for damages, taking into account the contractual penalty already paid and the right to terminate the contract without notice for good cause remain unaffected.

(3) This contractual penalty clause shall remain effective beyond the termination of the contract until the expiry of the statutory limitation period, insofar as the grounds for the penalty only become known after the end of the contractual relationship. This shall also apply in the event of early termination of the contract due to force majeure or other comparable circumstances.

## **16 Liability of the bcc GmbH**

(1) The bcc GmbH shall be liable for slight negligence only in the event of a breach of cardinal obligations. Cardinal obligations are those duties whose fulfilment is essential for the proper performance of the contract and upon which the client regularly relies and may reasonably rely. Liability of the bcc GmbH for slight negligence in relation to such obligations shall be limited to the foreseeable, contract-typical average damage based on the nature of the contract.

(2) Indirect and consequential damages arising from defects in the deliverables under the scope of the contract shall only be recoverable to the extent that such damages are typically foreseeable when the deliverable is used in accordance with its intended purpose.

(3) The bcc GmbH shall be liable for compensation for property damage and financial loss in cases of gross negligence or wilful misconduct, for the absence of expressly guaranteed characteristics, and for the client's claims under product liability or any other statutory mandatory liability provisions.

(4) The bcc GmbH shall be liable for injury to life, body, or health resulting from any negligent or intentional breach of duty attributable to it.

(5) Any liability of the bcc GmbH based on a warranty shall be excluded, except where the defect was fraudulently concealed.

(6) The bcc GmbH shall not be liable for any damage arising from measures taken to maintain public safety and order. If the event is cancelled, restricted or terminated due to a misjudgement of risks and on instruction by the bcc GmbH, the bcc GmbH shall not be liable for cases of ordinary negligence.

(7) The no-fault liability of the bcc GmbH under Section 536a, paragraph 1 of the first alternative of the German Civil Code (Bürgerliches Gesetzbuch), for defects that already existed at the time the contract was concluded is also excluded, unless the defect was fraudulently concealed or constitutes a material contractual obligation (cardinal obligation). This limitation of liability shall apply accordingly to claims for the reimbursement of futile expenses.

(8) The client's right to reduce the rent is excluded, unless the defects were fraudulently concealed by the bcc GmbH within the meaning of Section 536d of the German Civil Code (Bürgerliches Gesetzbuch) or are warranted characteristics. This exclusion does not apply to undisputed or legally established claims of the client.

The right to a reduction is excluded only to the extent that the client is precluded from enforcing it by withholding or deducting the agreed hire fee. Any claims for reimbursement can/must be asserted and enforced by the client in accordance with Section 812 of the German Civil Code (Bürgerliches Gesetzbuch).

(9) The bcc GmbH accepts no liability for the loss of items, equipment, installations, or other valuables brought in by persons as defined in Clause 2, paragraph 2, unless the bcc GmbH has expressly undertaken safekeeping against payment.

(10) Section 539, paragraph 1 of the German Civil Code (Bürgerliches Gesetzbuch) is excluded.

(11) The limitations of liability set out in this Clause 16 shall apply equally in the interest of the corporate bodies, employees, and other vicarious agents and assistants of the bcc GmbH and its partners.

## 17 Liability of the Client

(1) The client shall be liable, in accordance with their duty of supervision and care pursuant to Section 278 of the German Civil Code (Bürgerliches Gesetzbuch), for any fault on the part of persons who, at the client's instigation, come into contact with the hired premises (in particular, persons within the meaning of Clause 2, paragraph 2), unless such persons cause damage merely by coincidence due to their access to the hired premises, or if the damage falls within the responsibility of the bcc GmbH. The client shall also be liable for any fault on the part of a third party to whom they have granted full or partial use of the hired premises. The burden of proof lies with the client to demonstrate that the person who caused the damage did not fall under their duty of supervision and care.

(2) The scope of the client's liability includes personal injury and damage to the bcc and its facilities, as well as damage resulting from third-party events not being able to take place or not taking place as planned.

(3) Event-related damage falls within the client's sphere of risk insofar as it arises from the nature of the event, its guests, or its content or proceedings. The client is also liable for damage caused by riots, demonstrations or similar events in connection with the event.

## 18 Insurance

(1) The client shall be obliged to take out all insurances required for their event at their own expense, including German event liability insurance (Veranstalterhaftpflichtversicherung), for the full duration of the event, including setup and dismantling periods, and to submit proof of such insurance to the bcc GmbH prior to the start of the hire period.

(2) The following minimum coverage amounts shall be deemed agreed:

- 5,000,000.00 EUR for personal injury;
- 5,000,000.00 EUR for property damage, whereby the policy must also cover damage to the hired property and consequential damage to such property.

It is hereby made clear that the obligation to take out insurance, the specification of minimum coverage amounts, or the insurance company's liability in the event of a claim shall not affect or alter the scope of the client's liability.

Proof of insurance is a prerequisite for the hired premises to be handed over to the client. If the client is the Federal Republic of Germany, insurance is not required due to the Federal Government's self-insurance.

## 19 Termination and Withdrawal

### 19.1 Termination and Withdrawal by the bcc GmbH

(1) The bcc GmbH may terminate the contract at any time for good cause or withdraw from the contract in the event of a breach of essential contractual obligations, particularly in the following circumstances:

- a) if overdue payments are not made, the outstanding amount exceeds 10 % of the agreed remuneration, and termination would not result in the exclusion or restriction of the insolvency administrator's right of choice pursuant to Section 103 of the German Insolvency Code (Insolvenzordnung);
- b) if the client is in default of payment following the filing for or the opening of insolvency proceedings;
- c) in the event of a change of control, where more than 50 % of the client's capital shares are transferred and this materially affects the economic or legal interests of the bcc GmbH;
- d) if the client carries out or intends to carry out, in whole or in part, an event that contradicts the provisions of Clause 3 or the information provided by the client that led to the conclusion of the contract;
- e) if an event is held or is to be held that differs in nature, content or scope from that specified in the contract and, as a result, the safe realisation of the event cannot be guaranteed;
- f) if the client uses the premises for a purpose other than that agreed upon without the consent of the bcc GmbH, or sublets them in whole or in part, or otherwise allows third parties to use or share them;
- g) if the client violates contractual provisions, safety and fire protection regulations or government regulations, or fails to comply with or intends to fail to comply with measures that are contractually, governmentally prescribed or officially ordered and that serve to ensure the safety of the event, the guests or other participants;
- h) if the necessary official permits for the event (including setup and dismantling) are not available or will not be available in due time;
- i) if the client is affiliated with a prohibited political party or organisation and intends to carry out the event in this capacity;
- j) if the client fails to procure and provide proof of the contractually required insurance coverage;
- k) if the client fails to submit the contractually required safety plan in due time, thereby preventing proper assessment of its suitability;
- l) if the client fails to submit, only partially submits or submits late the documents and information agreed upon in the contract;
- m) if the client has not designated a responsible person in accordance with Clause 9 or such person is not present during the hire period, or if the client fails to submit proof of qualification for personnel involved in the event;
- n) if the client violates one or more provisions of Clause 11;
- o) if the client withholds material information that is relevant to assessing the risk or scope of services for the event, especially in relation to safety or legality, including matters involving staff, service providers or guests;
- p) if it can reasonably be assumed that the event directly relates to political developments in Germany or abroad, or is intended to express views incompatible with democratic values or the German Basic Law (Grundgesetz für die Bundesrepublik Deutschland), or negatively affects peaceful coexistence in Germany;
- q) if the client breaches or fails to prevent within reasonable means any of the following prohibitions:

- committing, encouraging or inciting criminal offences, administrative offences or generally objectionable conduct;
- engaging in prohibited actions, behaviours or disruptions as defined in the House Rules of the bcc GmbH;
- bringing or using objects or engaging in conduct that could disrupt the proper execution of the event or cause damage;

- r) if the competent authorities or the police, due to specific indications, are unable to maintain public safety and order, making it unreasonable for the bcc GmbH to allow the event to proceed;
- s) if an official authority or court prohibits the event;
- t) the rental object can no longer be made available due to an official order in the public interest (e.g. for emergency shelter);
- u) if preservation or renovation work ordered by an authority on the hired premises cannot be avoided during the hire period.

(2) The failure of the bcc GmbH to terminate the contract on one of the above grounds shall not constitute recognition or acceptance of the factual or legal situation and does not preclude the assertion of further rights.

### 19.2 Pre-termination Notice and Correction Period

(1) Before declaring a withdrawal or extraordinary termination, the bcc GmbH shall be required to set a deadline for the client with a warning of refusal, provided that, taking all circumstances into account, the client is in a position to immediately remedy the cause that would justify such withdrawal or extraordinary termination. The client shall bear the burden of proof that the cause for termination or withdrawal has been remedied or has not occurred. The bcc GmbH bears the burden of demonstrating that continued performance of the contract is unreasonable.

(2) If the reason for termination or withdrawal relates to the endangerment of a person's life, health or physical integrity, the prevention or elimination of the cause must be proven with certainty. The client shall bear the burden of proof for this certainty. It is agreed that the safety and well-being of individuals shall take absolute precedence over economic interests and must be prioritised accordingly in all decisions.

### 19.3 Legal Consequences of Termination or Withdrawal by the bcc GmbH

(1) In the event of termination or withdrawal by the bcc GmbH pursuant to Clause 19.1, the bcc GmbH shall retain the right to the agreed remuneration, less any expenses saved by the bcc GmbH, as proven by the client, unless the bcc GmbH is responsible for the reason for termination or withdrawal.

(2) If neither the client nor the bcc GmbH is responsible for the reason for termination or withdrawal, all mutual claims shall lapse, and no party shall be entitled to claim damages.

### 19.4 Termination by the Client

(1) The client may terminate the contract for good cause. Good cause shall be deemed to exist if, taking into account all circumstances of the individual case, in particular any fault on the part of the bcc GmbH, and weighing the interests of both parties, the client cannot reasonably be expected to continue the rental relationship until its expiry. Events within the meaning of Clause 21.3 that are attributable to the client's sphere of risk do not entitle the client to terminate the contract.

(2) If the client is an agency, both the bcc GmbH and the agency shall have a special right of termination if the agency's principal withdraws from or terminates the underlying order. This special right of termination may only be exercised if the principal fully assumes all rights and obligations arising from the existing contract with bcc GmbH and, upon request, provides appropriate security.

(3) Ordinary termination is otherwise excluded.

### 20 Cancellation

(1) If the client wishes to cancel the contract for a reason not attributable to the bcc GmbH, and not due to force majeure or another contractual or statutory ground not waived under this contract, such cancellation is generally permitted. The client must notify the bcc GmbH in writing. In such cases, the bcc GmbH shall be entitled to claim compensation for lost revenue based on the agreed remuneration:

- Up to 15 months before the planned start of the hire period: 50 %,

- up to six months before the planned start of the hire period: 75 %,
- thereafter: 90 % of the agreed remuneration shall be paid as a lump sum compensation.

The relevant date for calculating the cancellation fee shall be the date the written notice of cancellation is received by the bcc GmbH. The client retains the right to demonstrate that the bcc GmbH incurred no loss or a significantly lower loss. In such cases, the client shall only be required to reimburse the lower amount.

## **21 Non-performance, Force Majeure and Allocation of Risk**

### **21.1 Financial Compensation for Services Rendered by the bcc GmbH in the Event of Non-performance**

(1) If the client does not carry out the event, or only carries it out in part, for reasons not attributable to the bcc GmbH, and the cancellation provisions in Clause 20 do not take precedence, the agreed remuneration shall remain payable, less any saved expenses by the bcc GmbH proven by the client.

### **21.2 Force Majeure**

(1) Force majeure refers to an external event that has a significant impact on the contractual relationship, which, based on human judgment and experience, is unforeseeable and cannot be prevented or rendered harmless by any reasonable and economically acceptable means, even when applying the utmost care that could reasonably be expected in the circumstances.

(2) If the bcc GmbH is unable to provide the hired premises to the client due to force majeure, the bcc GmbH may claim reimbursement or compensation from the client for any contractually agreed fees, costs and services rendered (if applicable, less any expenses saved), provided that the bcc GmbH cannot reasonably reallocate or reuse the services in another way or does not wilfully fail to do so. These fees may be compensated by a lump sum payment equal to 35 % of the originally agreed remuneration, regardless of the actual amount of the expenses. The bcc GmbH may demand a higher amount if it proves that the actual costs exceed this sum. Conversely, the amount shall be reduced accordingly if the client proves that the bcc GmbH incurred lower expenses.

(3) If the client is unable to hold the event for which the hired premises were intended due to force majeure, the agreed remuneration remains payable, less any expenses demonstrably saved by the client, if no new date is agreed upon in accordance with Clause 22 within nine months of the originally scheduled hire date. In the event of such a withdrawal, the bcc GmbH may claim its fees and charges as a lump sum compensation of 90 % of the agreed remuneration, regardless of the actual amount incurred. The bcc GmbH may claim a higher amount if it can prove that its actual costs exceed this amount. Conversely, the amount shall be reduced accordingly if the client can prove that the bcc GmbH incurred lower expenses.

### **21.3 Risks Attributable to the Client**

(1) The risk related to the feasibility of holding the event lies with the client.

(2) The client shall also be obliged to pay the agreed remuneration if the event does not take place or cannot take place, is cancelled, interrupted or shortened for reasons for which the bcc GmbH is not responsible, which are not due to force majeure or which are not specifically regulated in a law or in these GTCE (e.g. agreed cancellation). This allocation of risk applies in particular to disruptions caused by:

- lack of required permits or authorisations;
- weather conditions such as rain, fog, cold, snow, ice, heat or storms;
- official restrictions (e.g. prohibitions, limits on the number of persons);
- cancellations or absence of staff, service providers or guests;
- lack of interest in the event (including on the part of participants, exhibitors, sponsors);
- demonstrations or similar disruptions targeting the event, the client's organisation or the bcc, unless such disruptions are demonstrably and specifically directed at the bcc GmbH;
- other factual or legal reasons of a comparable nature.

(3) Terrorist threats, the threat of terrorist attacks, bomb threats or the discovery of dangerous objects shall be attributable to the client's sphere of risk. This also applies to security concerns of any kind that are not based on culpable defective performance by the bcc GmbH.

(4) The claim of the bcc GmbH for payment shall only be reduced in accordance with the contractual provisions (e.g. force majeure, cancellation, termination) or on the basis of statutory provisions, insofar as these are not excluded in these GTCE.

(5) The client is advised to take out interruption and cancellation insurance for the event in order to cover potential financial risks.

## **22 Rescheduling of the Hire Period**

(1) If the date of the hire period is rescheduled by mutual agreement, the following provisions shall apply even if they were not expressly reiterated at the time of the rescheduling.

(2) These GTCE shall remain in full force and effect for the rescheduled date.

(3) The deadlines specified in the original contract, in these GTCE, or any other agreed deadlines shall not recommence as a result of this rescheduling; in particular, the deadlines or dates specified in the cancellation policy in Clause 20 shall continue to apply with reference to the originally agreed date, unless new deadlines are stipulated in writing. For the purposes of this provision, Section 362 of the German Commercial Code (Handelsgesetzbuch) shall not apply.

(4) If the costs increase as a result of rescheduling the date, the bcc GmbH may adjust the agreed remuneration in accordance with Section 315 of the German Civil Code (Bürgerliches Gesetzbuch). If the bcc GmbH bears additional organisational expenses as a result of the rescheduling, such costs may be charged to the client. The client remains obliged to compensate the bcc GmbH for any expenses already incurred. These may be compensated by a lump sum payment equal to 35 % of the originally agreed remuneration, regardless of the actual amount of the expenses. The bcc GmbH may claim a higher amount if it can demonstrate that its actual expenses exceeded the lump sum. Conversely, the compensation shall be reduced accordingly if the client proves that the actual expenses of the bcc GmbH were lower.

## **23 Data Protection**

(1) The bcc GmbH processes personal data in the context of the business relationship and the execution of the event.

(2) The applicable privacy policy can be accessed under the section "Clients and Business Partner" at <https://bcc-berlin.de/en/privacy-policy>.

## **24 Miscellaneous**

(1) The client shall only be entitled to rights of set-off and retention if their counterclaims have been legally established by a final judgment, are undisputed or have been acknowledged by the bcc GmbH.

(2) The assignment of non-monetary claims against the bcc GmbH is excluded where the bcc GmbH has a legitimate interest in such exclusion, or where the client's legitimate interest in assignability does not outweigh the interest in non-assignability of the bcc GmbH.

(3) The place of jurisdiction for all disputes arising from this contract or in connection with this contract is Berlin.

(4) The place of performance for claims arising from the contract is Berlin. The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply.

(5) If these GTCE are translated into a language other than German, the German version shall prevail in case of doubt.

(6) If one or more provisions of this contract are or become invalid, void or unenforceable for reasons other than those set out in Sections 305 to 310 of the German Civil Code (Bürgerliches Gesetzbuch) concerning standard terms and conditions, or if the contract contains a gap requiring supplementation, the bcc GmbH and the client are obliged to replace such provision or fill such gap with a valid provision that most closely reflects the legal and economic intent of the invalid, void or unenforceable clause and the purpose of the contract. Section 139 of the German Civil Code (Bürgerliches Gesetzbuch) (partial invalidity) is excluded. If the invalidity of a provision is due to a defined quantity of service or a specific date (deadline or time period), the provision shall be replaced by one that most closely approximates the original in a legally permissible way.

Berlin, 18/08/2025