



General Terms and Conditions for Events

As at: April 2011

I. Scope

1. These General Terms and Conditions are applicable to the rental use of event rooms belonging to Tigerpalast Variété GmbH (“tiger palace variety”, hereinafter referred to as the “organiser”) for the purpose of staging events and providing all of the associated services and deliveries by the organiser.
2. The General Terms and Conditions of Business of the organiser shall apply exclusively to the event contract (hereinafter referred to as the “contract”). Any other conditions shall not form part of this contract, even if the organiser should not expressly object to such conditions.

II. Conclusion of the contract

1. The contract shall enter into effect upon written acceptance of the quotation submitted by the organiser by the other contracting party.

If the contract is concluded by third party that has been authorised by the contracting party, then the commercial agent involved shall expressly inform the organiser in good time before the contract is concluded of the name and address of the actual contracting party.

2. Events that have a racist or sexist character and/or that promote violence or events that are contrary to the conservation of nature are not permitted. The organiser shall be informed about the type of event (and of the client where appropriate) at the time of making the booking enquiry.
3. If the contract is concluded by a commercial agent, then that commercial agent shall be jointly and severally liable along with the contracting party for all obligations arising from the terms of the contract provided that the commercial agent has submitted to the organiser an explicit and separate declaration to such effect.



Irrespective of this, the ordering party shall undertake to forward all of the information relevant to the booking, in particular these General Terms and Conditions of Business, to the third party.

4. Sub-letting or re-letting of the rooms, areas or showcases together with the issue of invitations to interviews, sales or similar events requires prior permission in writing from the organiser.

III. Services, prices, payment

1. The organiser undertakes to provide the ordered and agreed services in accordance with these General Terms and Conditions of Business.
2. The contracting party undertakes to pay the price agreed with the organiser for the provision of such services. This shall also apply to services and expenses provided/incurred in connection with the event by the organiser vis-à-vis third parties provided that such services and expenses have been contractually agreed upon or approved or used by the contracting party. Furthermore, the contracting party shall be liable for the payment of all food and drink ordered by the event participants and for all other costs incurred by the event participants.
3. The agreed victualing costs include the corresponding statutory value added tax component. All other prices such as room rental, personnel costs, decorations etc., are net prices and exclude value added tax at the corresponding statutory rate.

Should the period between concluding and fulfilling the contract exceed four months and the organiser increases its general prices for such services within this period, then the organiser shall be entitled to increase the contractually agreed price by a reasonable amount, however the increase shall be limited to a maximum of 10%.

4. The organiser's invoices shall be paid immediately upon receipt and without deduction.

The contracting party shall be considered in default should he not make payment within 7 days of the due date and receipt of the invoice, without a reminder becoming necessary; this shall only apply to a contracting party that is a consumer if this has been specifically stated on the invoice.

In case of payment default the organiser shall be entitled to charge default interest to contracting parties that are consumers amounting to 5 percentage points above the base rate. For con-



tracting parties that are businesses, the default interest rate shall be 8 percentage points above the base rate.

The organiser reserves the right to assert claims for greater damages.

5. The organiser shall be entitled to request a reasonable down payment or security payment at the time of concluding the contract. The amount of the down payment and its due date shall be agreed in writing in the contract.

The organiser shall furthermore be entitled to demand at any time payment of the all outstanding amounts accrued during the period of the event by issuing an interim invoice and to demand immediate payment thereof.

6. The contracting party may offset or reduce claims raised by the organiser only against undisputed or legally enforceable claims or such claims that are ready for decision.

IV. Withdrawal of the contracting party from the contract, cancellation

1. The organiser grants the contracting party the right to withdraw from the contract at any time.

In such circumstances the following conditions shall apply:

- a. Should the contracting party withdraw from the contract the organiser shall be entitled to reasonable compensation for lost income and expenses.
- b. In place of an accurately calculated amount of compensation for lost income and expenses the organiser may assert a claim vis-à-vis the contracting party for a fixed amount of compensation for withdrawal from the contract.

If the organiser has granted the contracting party the option of withdrawing from the contract at no charge before a certain date, then the contracting party shall be entitled to withdraw from the contract by that date without incurring any claims for payment of damages from the organiser. The right of withdrawal from the contract of the contracting party shall become void should he not notify the organiser in writing about his intention to withdraw from the contract by the date stipulated by the organiser. The date the notification of withdrawal from the contract is received by the organiser shall be the authoritative date for determining the timeliness of the notification.



The following cancellation conditions shall form part of the contract:

For gastronomy:

Up to 30 days before the event:

No charge for cancellation.

29 – 15 days before the event:

33% of the lost turnover (for the avoidance of doubt the lowest priced banquet menu + fixed price for drinks €29.00 x number of persons cancelled)

14 – 8 days before the event:

66% of the lost turnover (for the avoidance of doubt the lowest priced banquet menu + fixed price for drinks €29.00 x number of persons cancelled)

7 – 0 days before the event:

The lost gastronomy turnover shall be charged in full (for the avoidance of doubt the lowest priced banquet menu + fixed price for drinks €29.00 x number of persons cancelled)

For the entrance tickets:

Up to 30 days before the event:

No charge for cancellation, the ticketing and system charges will be invoiced.

29- 0 days before the event:

The entrance tickets together with the ticketing and system charges shall be charged in full.

For gastronomy (exclusive events):

Up to 90 days before the event (end of the 90th day):

No charge for cancellation.

89 - 61 days before the event:

33% of the lost turnover (for the avoidance of doubt the lowest priced banquet menu + fixed price for drinks €29.00 x number of persons cancelled)



60 - 22 days before the event:

66% of the lost turnover (for the avoidance of doubt the lowest priced banquet menu + fixed price for drinks €29.00 x number of persons cancelled)

21 - 0 days:

The lost gastronomy turnover shall be charged in full (for the avoidance of doubt the lowest priced banquet menu + fixed price for drinks €29.00 x number of persons cancelled)

For the entrance tickets (show and location) (exclusive events):

Up to 90 days before the event:

No charge for cancellation of the entrance ticket price component, the ticketing and system charges will be invoiced.

89 - 60 days before the event:

50% of the cost of the entrance tickets shall be charged, the ticketing and system charges will be invoiced.

59 – 0 days before the event:

The entrance tickets shall be charged in full, the ticketing and system charges will be invoiced.

The listed show and location rental, the ticketing and system charges and the entrance ticket fee are not subject to value added tax. The gastronomy prices include value added tax.

Additional clause:

The above stated conditions of cancellation shall also apply in cases where the event is to be re-booked in the same form on a different date.

The cloakroom charge will appear on the final invoice.

V. Withdrawal of the organiser from the contract

1. If the contracting party has been granted the option of withdrawing from the contract at no charge in accordance with clause IV par. 3, then the organiser shall also be entitled to withdraw from the contract within the agreed notification period if enquiries are received from



other guests and customers for the booked event spaces and if the contracting party has not finally confirmed the booking following an enquiry from the organiser.

2. Should an agreed down payment or security payment in accordance with clause II par. 5 not be made by the deadline set therefor, then the organiser shall also be entitled to withdraw from the contract.
3. Furthermore, the organiser shall be entitled to withdraw from the contract for good cause if:
 - a. Force majeure or other circumstances for which the organiser is not responsible makes fulfilment of the contract impossible;
 - b. Events have been booked by giving misleading or false information regarding material facts that are important to the contractual relationship, such as the identity of the customer or the purpose of the event;
 - c. The organiser has reasonable cause to assume that the event may jeopardize smooth business operations, safety or the organiser's reputation in the public eye in areas the organiser is unable to control or to organise;
 - d. Unauthorised sub-letting or re-letting of the rooms has occurred in breach of clause II par. 3 above.
 - e. The organiser obtains knowledge about a substantial deterioration of the contracting party's financial circumstances following conclusion of the contract or had poor financial circumstances existed from the beginning but this situation was only subsequently discovered and in particular if the contracting party fails to settle any outstanding sums due for payment to the organiser and does not furnish adequate security therefore leading to a situation where payment claims by the organiser appear to be at risk;
 - f. The contracting party has filed an application to commence insolvency proceedings pertaining to his assets, has made a statutory declaration in accordance with Section 807 ZPO (German Code of Civil Procedure), initiated out-of-court proceedings for the settlement of debts or suspended payment therefore leading to a situation where payment claims by the organiser appear to be at risk;
 - g. Insolvency proceedings are commenced pertaining to the assets of contracting party or if a request for the commencement of insolvency proceedings is denied due to insufficient



assets of for other reasons therefore leading to a situation where payment claims by the organiser appear to be at risk;

4. The organiser shall immediately notify the contracting party in writing of its intention to exercise its right to withdraw from the contract.
5. The contracting party shall not be entitled to receive damages in the event of withdrawal from the contract for the above stated reasons.

VI. Changes to the number of event participants and length of the event

1. At the time of booking the contracting party undertakes to notify the organiser of the number of participants expected. The final number of participants must be notified to the organiser in writing at least four working days before the date of the event in order to ensure careful preparation. A change in the number of participants of over 5% shall require the agreement of the organiser.

VII. Provision of own food and drink

It is strictly forbidden for the contracting party to bring any food and drink to the event. Exceptions to this provision require the written agreement of the organiser.

VIII. Closing provisions

1. Changes or amendments to the contract, the acceptance of the order or these General Terms and Conditions of Business shall be made in writing. Unilateral changes or amendments made by the contracting party shall be ineffective.
2. The place of performance and place of payment shall be the registered office of the organiser.
3. The sole court of jurisdiction – including for check and exchange disputes for commercial transactions – shall be the registered office of the organiser or should the organiser so wish, Frankfurt am Main. Should the contracting party not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the organiser. The organiser



shall also be entitled to bring legal action at the general place of jurisdiction of the contracting party.

4. The law of the Federal Republic of Germany shall apply.
5. Should individual provisions of these General Terms and Conditions of Business for Events be or become invalid or void then the validity of the remaining provisions shall remain unaffected. Otherwise the statutory provisions shall apply.