

General terms and conditions „Events“ of the company NORD EVENT GmbH

represented by the managing director Hans-Christoph Klaiber, Spitalerstrasse 11, 20095 Hamburg
registered in the commercial register of the local court Hamburg under HRB 155454
(valid from 1st November 2023)

A. General information

1. The following General Terms and Conditions shall apply exclusively to all contracts between us and the Customer; the Customer's General Terms and Conditions shall only become part of the contract if we have acknowledged them in writing. Acceptance of our performance shall in any case be deemed acceptance of these General Terms and Conditions.

B. Conclusion of contract

1. The offers made by us are always subject to change without notice as long as they are not sent signed. Our quotations, e.g. referred to as „cost framework“, „cost sketch“ or „cost calculation“, are non-binding.
2. If offers are prepared according to the information and documents of the customer or third parties commissioned by him, we shall not be liable for the correctness and suitability of these information and documents, unless their defectiveness and unsuitability is not recognized intentionally or grossly negligently.
3. Oral collateral agreements require our written confirmation in order to be effective.

C. Prices, payments and cancellations

1. Unless requested as individual services, the quoted prices shall only be valid if the order is placed undivided.
2. We are entitled to render partial services and to invoice these separately.
3. Price quotations without value added tax are net prices.
4. If the customer has not made the contractually agreed down payment three days before the start of the event at the latest, we may refuse to provide the service. This does not release the customer from his obligation to pay.
5. Invoices not due on a calendar date shall be payable without deduction within ten days of the invoice date; default shall occur upon receipt of the first reminder. Interest shall be charged on the invoice at 9 percentage points above the base rate from the date of default (in the case of private individuals at 5 percentage points above the base rate). For each reminder after default we charge a fee of € 5,00.

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6. We have saved the address of the letterhead of the order confirmation as the billing address. The invoice address is binding for both parties as long as the customer has not provided a different invoice address. For invoices already delivered which have to be changed at the customer's request through no fault of our own, administrative fees of € 25.00 per change will be charged. If the customer is a private person, we must be informed of the date and place of birth when the order is placed.

7. The customer is entitled to cancel the contract outside the legal possibilities in accordance with the following provisions:

a. In the event of a complete cancellation of the contract by the customer, the customer shall owe remuneration in the amount of the following percentages of the contractually agreed remuneration: costs for arrangements (conferences, weekend programmes, day and evening programmes as well as packages or flat rates with prices per person), the provision of the venue (in the case of room rentals), means of transport reservations, artist agency business, other:

In case of cancellation after we have sent the booking confirmation at least 15% of the agreed fee

- cancellation up to 180 days before the start of the event 20% of the agreed fee
- cancellation up to 150 days before the start of the event 30% of the agreed fee
- for cancellations up to 120 days before the start of the event 40% of the agreed fee
- for cancellations up to 90 days before the start of the event 50% of the agreed fee
- Cancellation up to 60 days before the start of the event 75% of the agreed fee.
- cancellation up to 30 days before the start of the event 90% of the agreed fee
- in case of short-term cancellation 100% of the agreed remuneration

b. In the event of cancellation exclusively of the catering services without the event rooms being the subject of the agreed service, the customer shall owe remuneration in the amount of the following percentages:

- 30% of the agreed fee in the event of cancellation after dispatch of the booking confirmation
- up to 60 days before the event 60% of the agreed remuneration
- up to 30 days before the event 75% of the agreed remuneration
- up to 15 days before the event 90% of the agreed remuneration

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- in case of short-term cancellation 100% of the agreed remuneration
- c. The basis for calculating the cancellation costs is the agreed number of participants in the order confirmation. The number of participants may be reduced once free of charge up to 10 working days before the start of the event at the latest, up to a maximum of 10% of the agreed number of participants. For cancellations of booked hotel rooms, hotel conference flat rates and other hotel services, separate cancellation periods shall apply. These are specified in the corresponding order confirmation.
- d. The customer shall be entitled to prove that the cancellation has caused us no damage or less damage than the lump-sum payment made in accordance with the provisions of 7 a. and b. above.
- e. A cancellation of the contract must always be declared in writing or by fax, the receipt of which must be confirmed by us. Cancellation may also be made in writing by registered letter. The date of receipt of the declaration by us shall be deemed the date of cancellation.

D. Provisions for the organisation and acceptance of events

1. The course of the event shall be determined by the customer in agreement with us and fixed in the contract.
2. Changes requested by the customer at short notice on the day of the event will only become part of the contract after express confirmation by us. As far as this is recognizable for the customer or delays and resulting irregularities of the event are caused by our notice, we do not assume any liability. Additional costs for short-term changes to the agreed services or procedures may be charged to the customer.
3. If compelling circumstances make this necessary, we reserve the right to change the venue or the date of the event in consultation with the customer. If no agreement can be reached, we may withdraw from the contract. If circumstances prevail which make the execution of the event appear irresponsible or if unfavourable conditions occur or are predicted (e.g. weather conditions in tents or outdoor events such as storms etc.) which pose a threat to the participants or the equipment, we may also cancel the event at short notice or, if possible, switch to a different event schedule. If these adverse circumstances occur during the event, the event will be cancelled or, if possible, changed to a different event schedule.
4. The customer undertakes to follow the instructions given by us or a representative concerning the event, equipment, venue, etc. The instructions given by us shall also include the information provided at the venue. The customer is responsible for the actions of his guests.
5. For events that extend beyond the contractually agreed period, we may charge additional expenses, in particular for room rental, catering and personnel.

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6. We reserve the right to hold further events in event rooms with several event areas on areas not booked by the contractual partner. If special confidentiality is required for the customer, we must be informed of this prior to conclusion of the contract.
7. The introduction of decoration material, floral decorations, furniture, event technology and the like into the event rooms by the customer or third parties engaged by him is only permitted with our prior written consent. The customer may not bring food and drinks to events without our prior written consent. The respective consent can be made dependent on the payment of an additional fee, such as a service fee and/or a cork fee.
8. These and other items brought in by the customer must comply with local regulations (fire protection, police requirements, etc.). All items brought into the event rooms by the customer must be removed from the event rooms by the customer within 2 hours of the end of the event. Otherwise, we shall be entitled to store the objects left behind at the customer's expense without further notice. We shall be entitled to dispose of leftover garbage or decoration residues at the customer's expense.
9. The customer must obtain the official permits required for an event in good time at his own expense. In the absence of a deviating, explicit and written agreement, the customer is responsible for compliance with public law requirements and other regulations. The customer shall pay the fees payable to third parties for the event, in particular GEMA fees, entertainment tax, etc., directly to the creditor.
10. The customer undertakes to inform us immediately and without being asked, but at the latest upon conclusion of the contract, that the provision of services and/or the event, whether due to its political, religious or other character, is suitable to arouse public interest or to impair our interests. Newspaper advertisements, other advertising measures and publications for the event which are related to us or which, for example, contain invitations to job interviews or sales events, require the written consent of Nord Event GmbH. If this is not done, we have the right to cancel the event at short notice.
11. The customer is obliged to accept the service from us on the completion date specified by us. Acceptance shall take place regularly on the occasion of general rehearsals or trial runs. This does not apply to planning services which are considered completed and ready for acceptance upon their receipt by the customer. Any outstanding partial performances or the elimination of defects shall be excluded.

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E. Guarantee

1. The customer shall be obliged to inspect the services provided by us upon acceptance and to give notice of defects without delay. If, despite careful inspection, a defect only becomes apparent later, it must be reported immediately. In any case, we must be notified of defects no later than 7 days after the end of the event. In particular, any complaints with regard to the execution of an event must be made to us and / or the responsible personnel on site immediately during the event, so that we and / or the personnel present have the opportunity to remedy justified defects immediately.
2. The customer can only demand rectification of defects as a warranty (subject to the provisions of Sections 3. and 4. below). The type and manner of the appropriate rectification of defects shall be at our discretion.
3. If the subsequent performance fails, the customer shall be entitled to demand a price reduction (reduction) or, if a construction service is not the subject of the liability for defects, to withdraw from the contract at his discretion.
4. If the subsequent improvement is excluded due to the passage of time (end of the event), the customer shall only be entitled to reduction rights.
5. We may refuse to remedy defects as long as the customer has not properly fulfilled his contractual obligations, in particular his payment obligations.
6. If the notice of defects is given late or if reservations due to known defects were not made at the time of acceptance/delivery, the warranty claims shall lapse completely. The same applies if the customer himself makes changes or makes it more difficult for us to determine the defects.

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F. Liability

1. We shall only be liable for timely and high-quality execution if the customer has duly fulfilled his contractual obligations, in particular those for timely payment.
2. No liability shall be assumed for defective deliveries or services of external companies which are commissioned by the customer, unless we can be proven to have intentionally or grossly negligently breached the duty of care in the selection and supervision of external companies. If necessary, the customer may demand the assignment of our claims against the latter.
3. Unless otherwise agreed, we shall not be liable for objects brought in by the customer, unless we have caused the damage or destruction of the objects through intentional or grossly negligent action.
4. We shall be liable in accordance with the mandatory statutory liability regulations.
5. We shall only be liable for damages other than those resulting from injury to life, limb and health to the extent that this or their vicarious agents are guilty of intentional or grossly negligent action or a culpable breach of an essential contractual obligation. Any further liability for damages is excluded.
6. In the event of a slightly negligent breach of material contractual obligations, our liability - irrespective of the legal basis - shall be limited in amount to the foreseeable damage typical of the contract, which as a rule shall not exceed the amount of the fee.
7. An essential contractual obligation comprises such obligations which make the proper execution of the contract possible in the first place and on the observance of which the customer may regularly rely.
8. Insofar as we are entitled to claims for damages against third parties in connection with the execution of the contract, we shall assign such claims for damages to the customer insofar as the customer accepts the assignment of such future claims. In such a case, the customer shall have no further claims against us. The customer shall be entitled to assert such claims at his own expense.
9. Claims for damages under the Product Liability Act shall remain unaffected.

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G. Final provisions

1. We use personal data to the extent necessary for the provision of the contractual services. The stored personal data will be treated confidentially by us and in accordance with the DSGVO and the BDSG. The customer can find detailed information on the handling of personal data by us in our data protection declaration at <https://www.nordevent.de/en/privacy-policy>
2. The customer may only offset against undisputed or legally established counterclaims.
3. The rights of the customer from this contractual relationship are only transferable with our prior consent.
4. The law of the Federal Republic of Germany shall apply. As far as permissible, Hamburg is agreed as place of jurisdiction.
5. Should any provision of these terms and conditions be invalid or void, this shall not affect the validity of the remaining provisions.