



## **General Terms and Conditions**

### **for events and guided tours of Arche Nebra – in der Naturpark „Saale-Unstrut-Triasland“ Betriebsgesellschaft mbH**

#### **Definitions**

Die Arche Nebra – in der Naturpark „Saale-Unstrut-Triasland“ Betriebsgesellschaft mbH will, hereinafter, be referred to as Arche Nebra.

Tenants and other contractual parties using the services of Arche Nebra will, hereinafter, be referred to as Organiser.

#### **Scope**

- 1) These General Terms and Conditions shall apply to rent agreements relating to event rooms, the external area as well as the tower on Mittelberg, for the purpose of organising events like banquets, seminars, conferences, etc., as well as to guided tours and to all further services and deliveries of Arche Nebra associated therewith.
- 2) Any subletting of the rooms and areas provided as well as any invitation to sales and similar events shall be subject to Arche Nebra's consent.
- 3) The Organiser's General Terms and Conditions shall be applicable only if such applicability has been explicitly agreed upon in writing.

#### **Conclusion of the Agreement, Contractual Partners, Liability**

- 1) The Agreement will take effect by the written acceptance of the application (confirmation) submitted by the Organiser to Arche Nebra, both are contractual partners.
- 2) Any oral reservations will remain valid exclusively for the option term granted for this purpose which will be specified in Arche Nebra's offer.
- 3) If the applicant is not the Organiser or if the Organiser engages a commercial agent or representative, these persons shall be liable jointly and severally with the Organiser for all obligations arising from the Agreement.
- 4) Arche Nebra's liability shall be limited to damage caused by intent or gross negligence of Arche Nebra, its legal representative or vicarious agent, unless such are essential contractual obligations (material contractual obligations) belonging to typical services; the same shall not apply in cases of liability for damage resulting from the violation of life, body and health. The Organiser shall be obliged to inform Arche Nebra in due time about the possibility that an extraordinarily high damage might be caused.
- 5) Arche Nebra is located in a natural reserve. Please keep to the specified trails, if possible. People enter the natural reserve and especially climb the observation tower at their own risk.

#### **Services, Prices, Payment**

- 1) Arche Nebra is obliged to render the services ordered by the Organiser and accepted by Arche Nebra.
- 2) The Organiser shall provide Arche Nebra with a detailed overview of the sequence of the event and discuss it with Arche Nebra, two weeks prior to the event at the latest.
- 3) The Organiser shall be obliged to pay to Arche Nebra the prices agreed for these services. This shall apply also to Arche Nebra's services and expenses to be paid to third parties, e.g. in case of renting of external equipment, etc., if such are related to the event.
- 4) The prices agreed include Value Added Tax in the amount applicable by law. Any possible increases of the Value Added Tax rate shall be borne by the Organiser. If the period between the conclusion of the Agreement and the event exceeds 4 months and if the price generally charged by Arche Nebra for such services increases during that time, the contractually agreed price may be increased in a reasonable manner, however by a maximum of 10 %.
- 5) Invoices of Arche Nebra not containing any due date shall be paid within 14 days from the invoice date without discount. In case of default in payment, Arche Nebra shall be entitled to charge default interest in accordance with Art. 288 BGB (German Civil Code). Arche Nebra reserves the right to assert further claims for damage.
- 6) Arche Nebra shall be entitled to request an appropriate advance payment at any time. The amount of the advance payment and the payment dates may be agreed in writing in the Agreement.
- 7) Arche Nebra reserves the right to make room changes.

#### **Withdrawal on the part of Arche Nebra**

- 1) If the Organiser fails to make the advance payment even after the end of an adequate grace period granted by Arche Nebra with penalty of denial of service, Arche Nebra shall be entitled to withdraw from the Agreement.
- 2) Furthermore, Arche Nebra is entitled to withdraw from the Agreement for a justified reason, if, for example
  - a) The performance of the Agreement is rendered impossible due to force majeure or other circumstances going beyond the control of Arche Nebra;
  - b) Events are booked by providing misleading or incorrect information on material facts, on the Organiser or the purpose of such events;
  - c) Arche Nebra has a justified reason to believe that the event might endanger the smooth business operation, safety or reputation of Arche Nebra in the public without this being attributable to the sphere of control or organisation of Arche Nebra;
  - d) A failure to comply with the scope mentioned under item 2 exists.

- 3) Arche Nebra shall immediately inform the Organiser of its exercise of the right of withdrawal.
- 4) The Organiser will have no claim for damages vis-à-vis Arche Nebra, except in cases of intent or gross negligence on the part of Arche Nebra, its legal representative or vicarious agent.

#### **Withdrawal on the part of the Organiser**

- 1) In case of withdrawal of the Organiser, Arche Nebra shall be entitled to charge the agreed rent, if any other subletting is no longer possible.
- 2) If the Organiser withdraws between the 8<sup>th</sup> and 4<sup>th</sup> week prior to the date of the event, Arche Nebra shall be entitled to charge 35 % of the lost catering turnover in addition to the agreed rent price; in case of withdrawal at any later time, 70 % of the catering turnover will be charged.
- 3) The catering turnover will be charged according to the following formula: menu price of banquet x number of persons. If no price had been agreed for the menu, the 3 course menu for the lowest price included in the event offer applicable at the relevant time will be used as basis for calculation.
- 4) Saved expenses according to item 2 and 3 shall be compensated thereby. The Organiser shall be responsible for evidencing that a lower damage had been caused, Arche Nebra reserves the right to evidence a higher damage.

#### **Change of Number of Participants and Date of the Event**

- 1) Arche Nebra must be informed of any change of the number of participants by more than 5 % within 5 working days prior to the start of the event at the latest; it shall be subject to Arche Nebra's consent.
- 2) Arche Nebra accepts a reduction of the number of participants by a maximum of 5 % at the time of billing. In case of any deviations exceeding these numbers, the originally booked number of participations minus 5 % will form the basis of calculation.
- 3) In case the number of originally booked participants is exceeded, the actual number of participants will be charged.
- 4) If the number of participants deviates by more than 10 %, Arche Nebra shall be entitled to re-establish the agreed price as well as to exchange the rooms confirmed, unless this is unreasonable for the Organiser.
- 5) If the agreed start and end times of the event are shifted without any prior written consent on the part of Arche Nebra, Arche Nebra is entitled to charge additional costs for its readiness to render services, unless Arche Nebra is at fault.

#### **GEMA**

- 1) The Organiser shall be obliged to inform GEMA in advance of all music events. The Organiser shall bear all GEMA fees. The Organiser releases Arche Nebra from all requirements of GEMA.

#### **Provision of Food and Beverages**

- 1) As a matter of principle, the Organiser shall be prohibited to bring food and beverages. Any exceptions shall be subject to a written agreement with Arche Nebra. In these cases, a fee will be charged to cover the overheads.

#### **Technical Facilities and Connections**

- 1) Insofar as Arche Nebra procures technical and other equipment from third parties upon request by the Organiser, Arche Nebra will act in the name of, on behalf of and on the account of the Organiser.
- 2) The technical equipment in Arche Nebra (e.g. Planetarium) may only be operated by staff members of Arche Nebra. Access to these systems is prohibited.
- 3) Arche Nebra will hand over technical devices in an orderly condition. If the Organiser does not mention any defects of these devices at the beginning of the rental period, the technical facilities shall be deemed to be taken over by the Organiser in an orderly condition. The Organiser shall be liable for the careful handling and orderly return of such equipment. The Organiser releases Arche Nebra from all claims of third parties arising from the provision of these facilities.
- 4) The operation of the Organiser's own electrical systems by using Arche Nebra's power supply network shall be subject to the latter's written consent. Any faults or damage to the technical equipment of Arche Nebra caused by the operation of these devices shall be subject to the Organiser's responsibility, unless Arche Nebra is responsible for such faults or damage. Arche Nebra shall be entitled to record and charge any electricity expenses arising from such use, in form of a lump-sum.
- 5) Faults at technical facilities and other facilities provided by Arche Nebra will be eliminated immediately, if possible. Payments may not be retained or reduced, unless Arche Nebra is responsible for such faults.

#### **Guided Tours**

- 1) All offers apply to travel groups beginning with 12 participants.
- 2) Oral reservations will only remain valid for the option term specified in Arche Nebra's offer.
- 3) If the date agreed in writing cannot be complied with for unforeseeable reasons, the Organiser shall be obliged to provide a written cancellation. In case of cancellation of (a) guided tour(s) by the customer, Arche Nebra will charge the following cancellation fee:
  - up to 14 days in advance - 0 % of the costs of the guided tour(s)
  - 13 to 3 days in advance - 20 % of the costs of the guided tour(s), incl. other booked services (coach rent)
  - less than 3 days in advance - 100 % of the costs of the guided tour(s), incl. other booked services (coach rent)
- 4) If the number of participants deviates from the number stated in the booking, we request a written confirmation of the changed number of persons within three days prior to arrival at the latest. In case of failure of such confirmation, travel groups which have booked a tour for more than 25 persons must in any case bear the costs of a second guide even if less than 25 persons take part in the guided tour upon arrival at Arche Nebra.
- 5) Any disadvantages regarding time for which the Organiser is responsible, e.g. by arriving late, shall be borne by the Organiser. In case of delayed arrival exceeding 20 minutes, we will no longer be able to realise a guided tour in the manner agreed. The Organiser will not be entitled to price reductions or a shift of the time of the guided tour(s). If a shift of the time is possible, and the Organiser makes use of a delayed guided tour, he shall bear the costs for the tour guide's delay

compensation. In case the customer does not show at all, they shall bear the costs for the guided tour(s) as well as any other booked services (coach rent) in the full amount.

- 6) The Organiser shall have no claim for damages if the guided tour(s) must be interrupted for reasons of force majeure.
- 7) Unless otherwise agreed, the entrance fee shall be paid directly prior to the start of the guided tour at the counter in the entrance area. Guide and coach driver will be granted free entrance.

#### **Loss or Damage of Objects**

- 1) Any object of the exhibition or other, even personal objects which are in the event rooms or in Arche Nebra, fall under the Organiser's risk. Arche Nebra will not accept liability for loss, fall or damage, unless in case of gross negligence or intent on the part of Arche Nebra, its legal representative or vicarious agent.
- 2) Any decoration material provided by the Organiser shall conform to the requirements of fire fighters and police. For this purpose, Arche Nebra shall be entitled to request an official evidence of such compliance. The Organiser shall be prohibited to make holes in or to put nails, hooks or the like in the floors, walls or ceilings. The setting-up and fixing of objects shall be subject to a prior agreement with Arche Nebra due to possible damage.
- 3) Any package material, exhibition objects or other objects provided by the Organiser shall immediately be removed after the end of the event. If the Organiser fails to comply with this provision, Arche Nebra may store and remove the objects at the expense of the Organiser. If the objects remain in the event room, Arche Nebra may charge room rent for the relevant duration. The Organiser shall have the right to evidence that a lower damage has been caused.

#### **Organiser's Liability for Damage**

- 1) The Organiser shall be liable for damage at buildings or fittings caused by themselves or by the participants of their event, or by visitors, employees or other third parties belonging to them.
- 2) Arche Nebra may request the Organiser to provide adequate securities (e.g. insurances, deposits, guarantees).

#### **Final Provisions**

- 1) These General Terms and Conditions form an integral part of the offer and will be accepted in full at the time of acceptance of the offer.
- 2) If individual items hereof are ineffective, the effectiveness of the other conditions will remain unaffected.
- 3) Amendments or supplements of the Agreement, the acceptance of the application or of these Terms and Conditions shall be made in writing. Unilateral amendments or supplements by the Organiser shall be ineffective.
- 4) Place of fulfilment and payment shall be the registered office of Arche Nebra.
- 5) Exclusive place of jurisdiction in relation to commercial matters – even for disputes arising from cheques and bills of exchange – shall be the registered office of Arche Nebra. If the contractual partner meets the preconditions under Art. 38 sec. 1 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in the domestic country, the registered office of Arche Nebra shall be deemed to be the place of jurisdiction.
- 6) German law is applicable.