

General Terms and Conditions for Contracts F&B – TV Turm Alexanderplatz Gastronomiegesellschaft mbH
Aug/2007

1.

The following terms and conditions are applicable for all kind of functions, events etc. taking place in the premises of the TV Turm Gastronomiegesellschaft mbH – called TV Turm GmbH from now on.

2.

Any reservation for functions etc. will become binding only when accepted by the TV Turm GmbH. Any oral confirmations must be re-confirmed in writing by the client/organizer (called client from now on) within 7 days after receiving the contract. Any additional agreements or arrangements deviating from this must be made in writing.

If the client is not identical with the organizer (nor his representative), he and the organizer are jointly liable as co-debtors towards the TV Turm GmbH. The TV Turm GmbH is entitled to ask the client for advance payment. If such advance payment is agreed upon, the contract is valid only after the advance payment has been received on the TV Turm GmbH's bank account. The TV Turm GmbH reserves the right to withdraw from the contract without prior notice, if the agreed advance payment has not been effected within the period set in the contract nor by an extended deadline set by the TV Turm GmbH.

Option dates are binding for both parties. The TV Turm GmbH reserves the right to withdraw from the contract without prior notice and to reserve the stipulated room/s for another client, if the contract duly signed by the client has not been returned to the TV Turm GmbH within the stipulated option period.

This contract only becomes valid when duly signed by both parties. If the TV Turm GmbH does not receive the duly signed contract within the option date stipulated, the contract and the offer will become void.

3.

The premises provided for must be vacated and returned by the client immediately after the end of the function. Failing this, the TV Turm GmbH reserves the right to charge half the daily rent for such premises. The client is responsible for mounting and dismounting of exhibitions or similar events of his own expense. It is not possible to store any material needed for the function/event in the premises of the TV Turm GmbH. Any arrangements deviating from this should be made with the service office and require the TV Turm GmbH's written confirmation. In any case, the TV Turm GmbH excludes any liability for any objects stored in its premises unless the damage results from gross negligence or deliberate violation of the contract on the part of the TV Turm GmbH or its legal representative or agent. If necessary, any function is subject to be re-located to other premises by the TV Turm GmbH. In such case, the client will be notified immediately.

The client must notify the TV Turm GmbH in writing of the final number of participants as well as of any deviations no later than 48 hours prior to the function date. The number of participants stated in the contract is binding and may only be decreased up to 5% free of charge. Any decrease in excess of this percentage is always at the client's expense. In case of an increase in the number of participants the final bill is also based on the actual number of participants.

The client is liable for any damage or loss of furniture or equipment caused during a function with the TV Turm GmbH being under no obligation to prove the fault. This does not apply if such damage or loss results from the TV Turm GmbH's field of responsibility.

It is not permitted to plaster the walls, to hammer any nails, hooks, etc. into walls, ceilings, floors or items of the TV Turm GmbH's furniture. Any damage resulting from a violation of this clause will be charged at the client's expense by the TV Turm GmbH and will have to be settled by the client.

The TV Turm GmbH charges a corkage fee for the consumption of drinks etc. provided by the client himself. Any relevant agreement must be in writing and requires the TV Turm GmbH's written consent that the client may provide his own food or drinks.

If there is any trouble or defect with the technical equipment provided by the TV Turm GmbH, TV Turm GmbH will remedy the situation immediately. However this does not justify any reduction nor retaining of payment. In so far as the TV Turm GmbH has provided the organizer with any technical or other equipment from a third party, it acts on the client's behalf and account. The client is liable for the careful handling and orderly return, and he exempts TV Turm GmbH from any claim by a third party which may result from the provision of such equipment.

The client is responsible for any necessary insurance of objects which are exhibited or used for decoration. The TV Turm GmbH is liable for such objects only acc.to the principles of free custody (cf paragraph 690 BGB). Therefore, the TV Turm GmbH is only responsible for the care which is usually observed when dealing with its own affairs.

3.

Any official approval or registration required for the execution of the function must be provided by the client at his expense. The client is particularly responsible for the registration with the GEMA and the payment of relevant fees as well as, in the case of a tombola, the registration with the competent lottery authorities at the tax office. The client will be fully liable for any damages etc. resulting from negligence on his part. The client is fully responsible for the fact that any kind of music (live,DJ or any other) hat to take place inside the hotel from 10.00 p. m. on and has to be reduced to a minimum loudness starting from that time.

On the day of the function, any request for a change as regards the furniture, the furnishings and the seating can only be met if the extra costs have been agreed upon. This applies also in case of alterations in the food and beverages services agree upon.

The marked emergency exits must neither be obstructed nor narrowed.

4.

Any cancellation by the client must be in writing and remains free of charge until two weeks prior to the function date. After this date, the client will be charged for any services agreed upon less 20% for any service not rendered. The corresponding invoice is to be settled by the client within a period of 14 days.

It is up to the client to prove that the TV Turm GmbH has not incurred any damage at all or that the damage is substantially smaller. The client agrees through his signature that any deposit already made may be set off against any cancellation fees.

In the case of force majeure (fire, strike etc.), in the case of political functions, and in cases where the particular function poses a danger for the TV Turm GmbH or/and its staff and guests, the TV Turm GmbH reserves the right to cancel the contract. The client will have no right to claim any damages whatsoever.

5.

Publications of any kind which mention the TV Turm GmbH by name, require the TV turm GmbH's principal approval in writing. If any publications appear without such approval, the TV Turm GmbH reserves the right to cancel the function at short notice. The client will bear any costs arising from such cancellation as well as any possible claims for damage.

6.

Any invoices are payable, net, within 14 days from date of invoice. If payment is delayed, the usual fine plus default-interest will be charged. At the time of ordering, the invoice address, the legal representative and the trade register number must be submitted bindingly.

The TV Turm GmbH is entitled to ask for an advance payment in the amount declared by TV Turm GmbH.

All in the contract listed prices include the actual legal VAT. In case of any changes the prices will be adjusted accordingly.

7.

As far as legally permitted, both parties agree that the place of performance is Berlin/Germany and that disputes arising from this contract will be settled before a Berlin court of justice.

8.

If any individual provisions of this contract should prove legally invalid, the legal validity of the other contents of the contract shall not be effected. Both contracting parties commit themselves to replace any legally invalid provision by a legally valid one which approximates the economic purpose and the gist of the invalid provision.

The client declares through his signature that he has read this Terms and Conditions and has accepted the full contents of them.

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Date / Signature TV Turm Alexanderplatz Gastronomieges. mbH

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Date / Signature Client