

## **General terms and conditions of the WISTA Event Service WISTA Conventions of WISTA Management GmbH – Last updated: January 2024 –**

### Section A

#### I. General, applicability

1. These terms and conditions apply to contracts between the event service WISTA Conventions of WISTA Management GmbH (hereinafter: Event Service) and its customers. The customer's contractual partner is WISTA Management GmbH, Rudower Chaussee 17, 12489 Berlin.

Additionally, the provisions of Section B apply to all contracts pertaining to the hiring of venues for the purpose of an event as well as for all services and deliveries related to that event. Additionally, the provisions of Section C apply to all contracts pertaining to the organisation of guided tours (public tours as well as group or individual tours).

2. The customer's own terms and conditions are hereby rejected. They may only apply if this has been previously expressly agreed upon in writing.

3. The customer shall inform the Event Service before he or she makes any reference to the event venue in publications of any kind. It requires prior approval of the Event Service.

#### II. Booking contract, obligations of the contractual partners

1. The contract is made when the customer's binding application (or binding reservation / binding booking) is accepted by the Event Service. Acceptance shall be given in writing (e.g., email).

2. The agreed-upon prices are net prices and are agreed upon excluding statutory value-added tax. If the value-added tax rate changes on the day the service is provided, the agreed-upon prices will be changed accordingly, and the Event Service will be entitled to charge the increase in value-added tax.

3. Invoices from the Event Service that do not state a due date shall be paid within 14 calendar days of the date of the invoice without deduction, after which a payment is considered late. For every reminder following a late payment, the customer shall pay a late fee of 5.00 euros to the Event Service. The Event Service will be entitled to claim further damages.

4. The Event Service is entitled to demand an advance payment in the amount of the total agreed-upon price for its services, expenses, and for providing appropriate securities (e.g., insurance, deposits, guarantees).

5. If a required advance payment or security is not made despite receiving a reminder, the Event Service will be entitled to withdraw from the contract. The Event Service will be entitled to claim further damages.

6. The customer will only offset or reduce a claim by the Event Service with a recognised or legally binding claim, unless the claim of the customer and the claim of the Event Service are based on the same legal relationship.

#### III. Right of withdrawal (right of reconsideration)

1. If the customer's right to withdraw at no additional charge within a certain period has been agreed upon in writing, the Event Service will be entitled to

withdraw from the contract during this period. Granting the customer a contractual option in writing is equivalent to granting the customer a free-of-charge right of withdrawal.

2. Furthermore, the Event Service will be entitled to withdraw from the contract for an objectively justified reason, in particular, if:

- the customer provides misleading or false information on essential facts when the contract is made, e.g., on the customer himself or the purpose;
- the Event Service has probable cause to believe that the event may jeopardise the seamless operation of the business, the security, or the public reputation of the Event Service, without this being attributable to the sphere of the Event Service.

The customer has the obligation to inform the Event Service, at the latest when the contract is made, whether the event is suitable to endanger the smooth business operations, the security, or the public image of the Science and Technology Park Adlershof due to its political, religious, or other character.

3. If the Event Service is justified in withdrawing from the contract, the customer shall not be entitled to compensation or reimbursement of expenses.

#### IV. Right of admission

The employees and representatives of the Event Service shall be granted access to all rooms at all times; the Event Service may exercise the right of admission vis-à-vis the customer and, in addition to the customer, vis-à-vis visitors in buildings and on private premises.

#### V. Liability, statute of limitations

1. The Event Service will not be liable for slight negligence. This does not apply to damage resulting from injury to life, body, or health, and to damage resulting from the breach of essential contractual obligations. Liability in the event of a breach of essential contractual obligations is limited to the foreseeable damage that is typical of the contract. Essential contractual obligations are those whose fulfilment enables the proper execution of the contract in the first place and on whose compliance the contractual partners can regularly rely.

2. Should disruptions or deficiencies in the performance of the Event Service occur, the Event Service will endeavour to remedy the situation if the customer becomes aware of it, or the customer complains immediately. The customer has the obligation to do what is reasonable to remedy the disruption and to keep possible damage to a minimum. In addition, the customer has the obligation to inform the Event Service in due time of the possibility of unusually high damage.

3. All contractual claims against the Event Service will generally become statute barred after one year following the start of the statutory limitation period. Claims for damages will become statute barred after five years regardless of previous knowledge. Any damage incurred must be reported immediately.

4. If the customer is provided with a parking space—be it for a fee—this does not result in a custodial contract. The Event Service will not be obliged to monitor the parking space.

The Event Service will not be liable if parked or taxied vehicles, or their contents, are lost or damaged.

5. The customer shall be liable for all damage to buildings or inventory caused by his or her event participants or visitors, employees, and other third parties from his area of responsibility.

#### VI. Miscellaneous

1. The exclusive place of jurisdiction for all disputes between the customer and the Event Service is the place of business of the Event Service.

2. German law applies. The application of the UN sales law and the conflict of laws is excluded.

3. Should a regulation in these general terms and conditions be or become ineffective, this does not affect the effectiveness of the remaining regulations.

4. The Event Service processes personal customer and participant data in compliance with the applicable data protection regulations. If necessary, the data is recorded, processed, using an automated process, if it is so required. Data are not transmitted to third parties. See also: [wista.de/datenschutz](https://wista.de/datenschutz)

#### Company and legal info

##### **Conventions | WISTA Management GmbH**

Rudower Chaussee 17 12489 Berlin-Adlershof

Managing director: Roland Sillmann

Commercial register: District court Berlin-Charlottenburg,

HRB 40362 Tax office for corporations II,

Tax no. 30/013/49700, VAT ID no. DE 137202280

Bank details: Landesbank Berlin,

Account no. 661 000 660 0, Bank code 100 500 00

[conventions@wista.de](mailto:conventions@wista.de); [conventions.wista.de](https://conventions.wista.de)

## Section B

*(applies only to contracts for the rental of event rooms for the implementation of events as well as for all other related services and deliveries)*

### I. Services, prices

1. All services related to the event (including third-party services such as catering) are to be booked by the customer exclusively through the Event Service. Without the written consent of the Event Service, the customer will not be entitled to commission third parties with the sale of goods or the provision of services in the event rooms.

2. The customer has the obligation to pay the agreed-upon or customary prices of the Event Service for the contractually agreed and other services used—including those of their event participants. He shall be liable for the payment of all services used by the event participants as well as for the costs caused by them. This also applies to the services, costs and expenses incurred by the Event Service to third parties.

3. The services booked with the Event Service are to be understood as a complete package. If the customer does not use the agreed-upon services in their entirety or in part during the event, he or she nevertheless has the obligation to pay the agreed-upon prices, less any saved expenses to be communicated to them by the Event Service.

4. If the agreed start or end times of the event are delayed, the customer shall be obliged to bear all costs incurred as a result, in particular, the additional services of the Event Service or the persons commissioned by it, unless the delay can be attributed to the Event Service. Further claims for damages by the Event Service will remain unaffected.

### II. Cancellation

Free-of-charge cancellation of the contract shall be declared to

the Event Service in writing up to 121 calendar days before the start of the event. After the deadline expires, the Event Service is entitled to demand the following flat-rate cancellation fees, provided that the cancellation is not caused by behaviour by the Event Service in breach of contract. In addition, the customer shall pay the costs for the third-party services listed separately in the contract, which the Event Service has booked for the customer. The customer will be free to prove that the Event Service did not incur any costs or expenses, or that these are significantly lower than the flat-rate cancellation fee.

### Cancellation fees:

In the event of a cancellation before the start of the event, from

- 120 days to 90 days before the event:  
25% of the cost of renting a room;
- 89 days to 60 days before the event:  
50% of the cost of renting a room;
- 59 days to 30 days before the event:  
75% of the cost of renting a room;
- 29 days before the event:  
100% of the costs for room rental + 50% of the expected revenue for technology equipment, catering and other services, but at least the costs already incurred by the Event Service;
- 14 days before the event:  
100% of the costs for renting a room and the expected revenue for technology, catering and other services.

### III. Terms of use, traffic safety obligations, house rules, advertising

1. Smoking is strictly prohibited in all rooms of the Event Service. Exceptions require a prior written agreement.

2. With the exception of guide dogs, animals may not be taken to events.

3. The customer is aware that other events might take place simultaneously in the same building; he or she shall recognise this as being in accordance with the contract.

4. The customer is responsible for maintaining traffic safety for the entire use period of the hired rooms.

5. Applying advertising material on or in the event rooms, or to walls using nails or glue, as well as the installing of banners is only permitted with prior written consent of the Event Service and only in agreed-upon locations. Buildings, modifications or changes to the existing equipment by the customer will not be permitted without written consent.

6. The transfer of use of contractual rooms to third parties, the subletting or re-letting of the rooms and / or areas, and the invitation to and the performance of job interviews, sales events, or events similar to those require prior written consent of the Event Service. If the

Event Service refuses permission, the customer has no right to terminate the contract.

IV. Technical facilities and appliances, compliance with regulation, items brought along

1. Should the Event Service procure technical and other equipment from third parties at the customer's request, it shall act in the name, with the express authority of, and on account of the customer. The customer shall be liable for the careful handling, appropriate operation, and duly return, as well as for the Event Service's own facilities. The customer releases the Event Service from all claims by third parties from the provision of these facilities.

2. The use of the customer's own electrical systems using the electricity network of the Event Service requires its prior written consent. Malfunctions or damage to the facilities of the Event Service as a result of the use of these systems shall be at the expense of the customer, insofar as the Event Service is not responsible for them. The Event Service may record and calculate the electricity costs incurred as a result of the use.

3. The customer shall be entitled to use his or her own telephone, fax, and data transmission equipment only with the prior written consent of the Event Service. The Event Service will be able to charge a connection fee.

4. The customer has the obligation to obtain official permits, requirements, and approvals necessary for the event in good time and at his or her own expense. He shall be responsible for compliance with public law requirements and other regulations, in particular, compliance with fire safety regulations, the provision of noise protection, legal protection for children and young persons, etc., and the payment of GEMA fees.

5. All fire alarms, hydrants, smoke dampers, electrical distribution and switching cables, telephone distributors, supply and exhaust air vents, and escape routes shall remain accessible and unobstructed.

6. Decoration material brought along must meet the fire safety requirements. The Event Service is entitled to request official proof of this. If such evidence is not provided, the Event Service is entitled to remove any decoration material that has already been brought in at the customer's expense or to prohibit its installation. Because of possible damage, the setting up and attachment of decorative material must be coordinated with the Event Service in advance.

7. Exhibition or other objects brought along must be removed immediately after the event has ended. If the customer fails to do so, the Event Service may remove and store the items at the customer's expense. If the objects remain in the event room, the Event Service can charge compensation for use in the amount of the agreed-upon rent for the room in question, plus any compensation for damages and administrative costs for the duration of the stay. The customer is at liberty to prove that the claim made by the Event Service did not arise or did not arise in the claimed amount.

8. Other items left behind by the event participants will only be forwarded at the request, risk and expense of the participants concerned. The Event Service will keep such items for 3 months; thereafter, the items will be handed over to the local lost property office, provided that they are of recognisable value. The customer shall bear the storage costs. If there is no recognisable value, the Event Service reserves the right to destroy the items at the customer's expense after the deadline has expired.

9. Packaging material as a result of deliveries to the event by the customer or third parties shall be disposed of by the customer before or after the event. If the customer leaves packaging material behind in the event rooms, the Event Service is entitled to dispose of them at the customer's expense.

10. Exhibition or other—also personal—objects belonging to the customer or his or her guests shall be stored in the event rooms at the customer's own risk. Carrying such items does not result in a safekeeping contract with the Event Service.

## Section C

*(only applies to contracts for the organisation of tours / public tours and group or individual tours)*

### I. Participation requirements, rules of conduct

1. The tours and guided tours take place exclusively within a specified period, delays by the customer lead to an equivalent shortening of the total duration of the tour. We therefore ask you to show up for the booked tour in a timely manner (at least 5 minutes before the start of the event). At the beginning of every tour there is a mandatory safety briefing for customers. Participation in the tour without safety instruction is not possible; entrance fees paid in advance will not be reimbursed if the customer fails to attend the safety instruction.

2. The tours are generally not accessible (barrier-free). There is a general ban on smoking in the buildings. Photography and filming within the visited buildings is only permitted if the image material is used exclusively for private, non-commercial purposes, and is not published.

3. For certain events, special requirements may apply to customers such as age restrictions or special requirements for clothing or equipment. These requirements will be announced in good time by the Event Service. The Event Service can exclude customers who do not meet these special requirements from participating in the tour.

4. In individual cases, the legal owner or holder of a facility may make access dependent on a "liability waiver" being issued, or an exclusion of liability being agreed. In this case, the customer shall have no right to enter the facility without submitting this declaration.

5. The Event Service has the right to exclude customers from further participation in the tour for an important reason, in particular if they

- disrupt or hinder the proper conduct of the event or endanger other people;

- make unconstitutional statements or perform unconstitutional acts, or use unconstitutional symbols;
- are recognisably under the influence of intoxicating substances;
- go against the instructions of the Event Service.

If possible, the exclusion from further participation will only take place after a warning has been issued to the customer at least once. The tickets / prices paid will not be reimbursed in the event of exclusion.

### II. Changes in the number of participants

Deviations in the number of registered and booked participants of more than 10% must be communicated in writing or by e-mail as a change to the contract at least 24 hours before the start of the event and must be confirmed by the Event Service. In this case, we reserve the right to change prices.

### III. Withdrawal, cancellation

1. The Event Service has the right to withdraw from the contract if the safety of customers cannot be guaranteed, or if the minimum number of 5 participants for public events, or 7 people for other events, is not reached. The customer shall be reimbursed for payments made in advance.

2. A free cancellation of the contract by the customer is possible up to 10 days before the start of the tour. After this period has expired, the customer must pay for all commissioned services. The customer shall be free to prove that the Event Service did not incur any costs or expenses, or that these are significantly lower than the price for the agreed-upon services.