

Terms and Conditions KOSMOS KG

§ 1 Conclusion of the contract

1.1 The offer is subject to the conclusion of the contract.

1.2 The contract is concluded when the clients confirms the offer provided by KOSMOS KG. KOSMOS KG is free to confirm the booking of the event in a written form.

1.3 Withdrawal from the contract or cancellation are subject to a fee payable by the client. With the written confirmation by the client, the terms and conditions of KOSMOS KG are recognized.

§ 2 Scope

2.1 The services to be rendered results from the detailed offer submitted by KOSMOS KG.

2.2 The times of use of the said premises results from the detailed offer by KOSMOS KG.

2.3 Side agreements that extend the scope of the contractually agreed services require a confirmation before by KOSMOS KG.

2.4 In the event of the agreed scope of services being deviated from as a result of lower demand for the agreed upon services, for example as a consequence of lower numbers of participants or weather-related circumstances, this does not constitute a claim for a reduction of the agreed contract volume.

2.5 Food and beverages are part of the services offered by KOSMOS KG. Therefore the consumption of own food and beverages is not tolerated.

§ 3 Rental duration

3.1 The prices mentioned in the list are valid for a booking duration of max. 10 hours. For a set up or breakdown day KOSMOS KG charges the half price from the rental list, at least 3.000 €. Exceeding the rental period is charged by KOSMOS KG. Set up and breakdown times are considered as rental time.

3.2 Each additional hour will be charged with 10 % of the net rental fee for the location and possible use of technical equipment plus Value Added Tax (VAT). The staff needed for this additional booking time is invoiced in accordance with the applicable hourly rates.

§ 4 Conditions of Payment

4.1 The total gross amount invoiced is due in two installments of 50% each. The first installment of 50 % of the total gross amount is due approximately four weeks before the event. The second installment of the remaining 50 % is due approximately two weeks before the event.

4.2 In case of non-compliance with the agreed payment as set in clause 3.1, this means the cancellation of the contract.

4.3 All prices are net prices unless stated otherwise.

4.4 In case of an increase in Value Added Tax (VAT) in the target area (the federal state of the event), KOSMOS KG shall reserve the right to adjust and invoice this accordingly.

4.5 KOSMOS KG and the client are entitled to agree on alternative payment arrangements and terms than those stated in clause 3.1.

4.6 A price increase is justified, if the underlying wages and costs on which the agreement is based, increase and a period of more than three months elapses between the conclusion of the contract and the performance thereof in terms of delivery of services or handing over to the client.

§ 5 Cancellation / Termination of the contract / Transfer

5.1 In case of the cancellation of the event in the period from the date of concluding the contract until 31 days before the beginning of the rental period 30 % of the total amount shall be due; from 30 days prior to the commencement of the rental period 50 % of the total amount will be charged. In case of cancellation within the period of 14 days before commencement of the rental period the full amount is due.

5.2 If the booked event can not or no longer take place in the booked form due to legal or regulatory requirements, for example in the form of ordinances, general directives or administrative acts, SARS-CoV-2 pandemic or similar serious reasons of force majeure, KOSMOS KG is allowed to offer an alternative event date/period. The alternative event date/period needs to be in a time line which is no longer ago than 4 months compared to the originally event. The only reason why the client can refuse the alternative event time/period is that he indicates that the alternative event time/period is impossible or unreasonable for him or for the implementation of the event. Only in this case, the client is entitled to cancel the event free of charge. If the postponement of the event is impossible or unreasonable for KOSMOS KG, KOSMOS KG is also entitled to cancel the event free of charge.

5.3 Clause 5.2 applies accordingly in the case that KOSMOS KG has to adjust the agreed services due to official requirements, for example a seated catering instead of a standing buffet-form, positioning the tables and chairs according to the specified minimum distance or a change in the spatial distribution according to the specified maximum number of guests.

5.4 In the case that participants can not participate to the booked event due to official (entry) travel bans or quarantine orders due to the SARS-CoV-2 pandemic, with the result that the event planned by the client becomes impossible or unreasonable for him, the client may cancel the event free of charge, if he can prove that the participants are actually unable to participate to the event for objective reasons, like official travel warnings and travel bans. Merely concerns of the client or just official recommendations to waive travel or events do not justify a cancellation.

5.5 If the conditions for free cancellation from clause 5.2 to 5.4 are not given, the cancellation condition in § 5.1 is still apply.

§ 6 Catering

6.1 The catering rights for drinks and food remain 100 % to KOSMOS KG. Additional special needs and requirements are to be agreed with KOSMOS KG or with the catering partner specified by KOSMOS KG.

6.2 The final number of participants for the booked catering must be communicated to KOSMOS KG no later than 14 days before the event. Reductions in the number of participants can no longer be taken into account after this period has expired. Clause 5.3 applies accordingly. Short time bookings due to increases in the number of participants are only possible with a consent of KOSMOS KG and an additional surcharge to the agreed catering price.

§ 7 GEMA / KSK (Social Contributions i.r.o. Artists)

7.1 The responsibility for the drawing up of the required GEMA and KSK (Social Contributions in respect of Artists) communications and any additional reports required in this regard, lies with the client.

7.2 All related fees in this regard or contributions are borne by the organizer. KOSMOS KG shall not be held liable for any subsequent claims, surcharges or fees.

§ 8 Liability

8.1 The client/event organizer is liable to KOSMOS KG for all damages caused to people and property during the rental period either by the client/event organizer himself or by staff acting on behalf the client/event organizer, and for all damages that may result from such action.

8.2 In case of the contractually authorized utilization of the licensed premises being deviated from, KOSMOS KG is entitled to the immediate termination of the contract. KOSMOS KG also retains the right to remove individuals or parties from the premises in case of the improper usage of the rented facilities or the clearly noticeable misconduct of individuals.

8.3 The client/event organizer shall indemnify KOSMOS KG from claims by third parties that are levied as a result of the use of contractual goods by the customer or its agent against KOSMOS KG, including the costs of any eventual litigation.

8.4 Clauses 7.1. and 7.2. do not apply to injuries to people or damages to property which are based on intent or gross negligence on the part of KOSMOS KG or its employees or result from the failure of equipment on the leased premises or any other technical malfunctions.

§ 9 Insurance / Security / Fire Protection

9.1 Subject to the terms of the contract the customer/event organizer is responsible for compliance with all fire safety regulations, general safety precautions and regulations, and other rules and regulations laid down by the authorities.

9.2 Should structural changes that require prior consultation with KOSMOS KG be necessary, the required authorizations shall be obtained by the client/event organizer under the condition that the latter had not as yet been obtained by KOSMOS KG.

9.3 The client/event organizer is obliged to present proof of specific liability insurance for the event. All fees or contributions in this regard is borne by the customer/event organizer.

9.4 The client/event organizer is obliged to arrange for the appointment of at least one safety-/fire prevention officer for the entire period of use of the premises including the setting up and dismantling through the offices of KOSMOS KG.

§ 10 Advertising

10.1 The client/event organizer agrees that KOSMOS KG is permitted to use pictures of the event for advertising purposes.

§ 11 Legal Succession

11.1 In the case of succession, particularly in case of a corporate takeover or merger, the parties retain the right to transfer all rights and obligations under this contract. The contents of the contract remains unaffected.

§ 12 Final provisions / Jurisdiction

12.1 Changes and additions to the contract shall be effected in a written form. This also applies to amendments and additions to the above provisions.

12.2 KOSMOS KG agrees that the client shall be entitled to use the existing video equipment at the event for image- and/or sound recordings as well as for the involvement of partners and sponsors while fully respecting the legitimate interests of KOSMOS KG.

12.3 The contracting parties agree to maintain confidentiality about all facts and figures relating to the tenancy.

12.4 If individual provisions of the contract become invalid, the statutory provisions apply. In this case the parties reserve the right to agree to an arrangement that most closely represents the interests of the parties.

12.5 The general terms and conditions of KOSMOS KG apply. The legal jurisdiction is Berlin.