

General Terms and Conditions of MFM Gastro GmbH

I. Scope

1. These General Terms and Conditions (hereinafter also referred to as "GTCs") apply to all order relationships and contracts between the Client (hereinafter also referred to as "Client") and MFM Gastro GmbH, Schönhauser Allee 128, 10437 Berlin, hereinafter also referred to as "MFM". These GTCs are the basis for every order and are accepted without reservation.
These GTCs shall also apply to all future business relations with the respective Client, even if they are not expressly agreed again. Deviating and contradictory GTCs of the Client are hereby refuted. Any (deviating and contradictory GTCs) of the Client are not recognised by MFM and only apply with the express - written - consent of MFM.
2. In addition to these GTCs of MFM, the special conditions of acceptance listed in their offers apply in their respective valid version for the services specified in detail in the contract.

II. Establishment of the order/contractual relationship, order acceptance and confirmation as well as contract amendments

MFM prepares and sends to the Client, upon request, offers for the requested services, which are subject to confirmation and are non-binding.
As soon as the Client has signed and sent the respective offer to MFM by post or by e-mail or by fax and has received an order confirmation from MFM, the order/contractual relationship is established and taken over for execution by MFM. In this respect, verbal subsidiary agreements are only valid if they are confirmed in writing by MFM. Subsequent changes and/or additions to the order/contract must be made in writing. The same applies to the waiver of this formal requirement.

1. A qualified electronic signature is available pursuant to §§ 127, 126a BGB is equivalent to a handwritten signature.
2. House rules automatically form part of this contract.

III. Services of MFM and subject matter of the contract

1. MFM offers open spaces or areas in the Arminius Markthalle, Arminiusstrasse 2-4, 10551 Berlin for the consumption of food and beverages and the organisation of events against payment and for (short-term) rental. Furthermore, in connection with the aforementioned use, MFM also offers the rental of equipment as well as other goods and services or the procurement of such services.

In this respect, the subject matter of the contract concerns, among other things, the range of services, as mentioned above and as determined in more detail in terms of content, above all in terms of type and scope, with the relevant event contract. The subject matter of a contract concluded between MFM and the Client is, unless otherwise agreed in writing, expressly not the holding of an event by MFM itself, but the provision of the premises and any equipment, facilities and/or installations against payment as well as, if applicable, the provision of further services or their procurement and/or arrangement by MFM for the holding of a non-public event by the Client or a third party.

2. The provision of space and the granting of the possibility of using the same, including equipment if applicable, does not oblige MFM, beyond the granting of the possibility of use within the agreed scope and time frame, to supervise, look after and/or instruct the participants of an event of the client, who is responsible for this himself/herself (to the exclusion of MFM), unless expressly agreed otherwise in writing.
3. In the event that MFM is obliged under the Event Contract to provide services, e.g. catering, services, entertainment, etc., MFM reserves the right to arrange for such services, including any associated supply of goods, to be provided by third parties, MFM being solely responsible for the procurement and provision of such services (together with any supply of goods) of agreed kind and quality.
4. MFM is only obliged towards the client to fulfil the services firmly agreed upon according to the order/contract. The client cannot transfer his/her claims to the provision of the agreed service to a third party unless MFM has given its prior written consent. Likewise, the client is only entitled to transfer the relevant services of MFM to third parties, in particular, by way of subletting, with the prior consent of MFM.
5. As far as necessary for the execution of the order / contract and not unreasonable for the Client, MFM is entitled to change individual agreed services. In this case, the client must be informed immediately in advance.
6. In cases of force majeure or other unforeseeable events (such as war, riots, pandemics, strikes, natural disasters, blockades, boycotts, production disruptions, delivery interruptions, power cuts or similar), the cause and effects of which on the fulfilment of the contract are not the responsibility of MFM, MFM will be released from the relevant obligation to perform for the duration of an impediment to performance arising as a result of this plus a reasonable start-up period after the impediment to performance in question has ceased to exist. If, in these cases, adherence to the contract would mean an unreasonable hardship for MFM, MFM is entitled to withdraw from the contract.
7. In the event that MFM offers further services in addition to the expressly agreed services without additional remuneration, the Client has no claim to their provision.

IV. Remuneration, price adjustments

1. Unless otherwise stated in the event contract, all MFM prices are subject to the applicable statutory value added tax.
2. Insofar as there is no flat-rate agreement based on a specific number of participants and it is agreed that the final number of participants is to be bindingly notified to MFM by the Client prior to the agreed date of performance, the remuneration is determined according to the service and price components to be calculated depending on the number of participants according to the registered number of participants, whereby,

however, the maximum permissible number of persons for the respective rented space according to type of occupancy may not be exceeded.

Whereby a reduction of these price components compared to their calculation based on the estimate of the Client in the event contract can amount to a maximum of 5% (five percent).

If the number of actual participants falls below the number of registered participants or the number on which the flat-rate agreement was based, the client remains obliged to pay the remuneration according to the number in accordance with the flat-rate agreement and the prices agreed with it. If the actual number of participants exceeds the number of registered or flat-rate participants, MFM is entitled to increase the price components calculated according to the number of participants accordingly. The actual number of participants will be determined by counting or by a guest list upon receipt from the client and / or from MFM.

3. Without prejudice to the above provision for price adjustment depending on the actual number of participants, MFM also has the right to make a recalculation and price adjustment if the order is not placed within a period of 4 months after the submission of MFM's offer.

Should such changes occur at or after the start of execution that the prevailing conditions do not correspond to the conditions on which MFM's offer was based, MFM is also entitled to make additional claims or to withdraw from the execution of the order (by means of a written declaration to the Client) or to terminate the order/contract relationship.

The consumer is entitled to withdraw from the contract solely on the basis of a price increase according to these standards only if the price increase is not to be regarded as insignificant and exceeds the increase in the general cost of living (German rate of inflation) between the conclusion of the contract and the provision of the service.

V. Payments / Terms of payment

Remunerations are net amounts payable plus the applicable statutory value added tax / sales tax.

MFM is entitled to demand payment of 90% of the net order value plus the applicable VAT at the latest 30 days before the agreed date of the event and/or service.

All invoices of MFM are due immediately and in full after receipt of the auditable invoice without deduction. In the absence of a written agreement to the contrary, there is no entitlement to deduct a discount.

The balance remaining thereafter to the agreed total price shall be invoiced to the Client in a final invoice after the service has been provided, i.e. after the Client's event, and shall be due for payment immediately upon receipt of this invoice.

The Client is obliged to make advance payment in this respect, so that MFM is not obliged to provide the service as long as the Client has not completely fulfilled his/her advance payment obligations in accordance with the contract.

If the Client does not pay after the due date and despite a reminder, MFM is entitled to charge interest on arrears to the amount of the respective bank rates for overdrafts, but at least 5 percentage points above the base interest rate for consumers and 9 percentage points above the base interest rate for businesses.

In all other respects, MFM reserves the right to claim further damages for delay.

In the event of non-compliance with the terms of payment or if facts become known which are objectively suitable for substantially reducing the creditworthiness of the Client, MFM is entitled, without prejudice to further rights, to interrupt the work until full payment has been made, to carry out outstanding services only against advance payment, to demand suitable securities, to withdraw from the contract after granting a reasonable period of grace or to demand compensation for non-performance.

VI. Duties and responsibilities of the client

1. The Client must inform MFM in good time of the number of participants he/she wishes, taking into account any minimum / maximum number of participants. If the number of participants has not been agreed as a lump sum, the Client is obliged to inform MFM of the final number of participants at the latest 10 working days before the agreed event date, whereby the minimum / maximum number of participants may not be undercut or exceeded.
2. The Client is solely responsible for his event on and in the areas made available by MFM for this purpose, namely with regard to all circumstances concerning the invitation, implementation or course of events, participants, security, order, etc.. The Client is assigned by MFM the obligations resulting from § 38 paragraphs 1 to 4 of the Ordinance on Places of Assembly ("VStättVO") with regard to the Client's event.

The Client undertakes to accept and comply with all official and statutory regulations as well as the house rules and to obtain any official and/or statutory permits, approvals, exemptions, etc. at his/her own expense.

Notwithstanding the guarantee of dutiful performance and liability of MFM in accordance with these GTCs, the Client must indemnify MFM against all claims by third parties, in particular by participants in his/her event, residents, authorities, etc., which third parties assert against MFM in connection with the event due to a breach of duties incumbent on the event organiser. The Client has to indemnify MFM from all claims of third parties, especially from participants of his event, neighbours, authorities, etc., which third parties assert against MFM in connection with the event of the Client due to a violation of duties incumbent on the organiser. This obligation to indemnify and hold harmless also includes claims, fees, fines, penalties or from public authorities as well as reasonable costs of legal defence of MFM.

3. In this respect, the client is not only liable for all damage caused by his/her event participants to the premises, furnishings, equipment, etc. and which go beyond normal wear and tear as a result of intended use. Rather, the Client shall also be liable for any damage caused by the Client or his/her event participants to the persons deployed by MFM for the provision of services in accordance with the regulations.

At the request of MFM, the client must provide evidence of appropriate insurance to cover any liability claims.

4. Furthermore, the house rules of MFM, which are an integral part of every order/contract, shall apply to the Client as well as to his/her event participants for the use of the areas including equipment as well as for the implementation of the event. The Client is responsible for compliance with the house rules, also by the event participants.

Before the start of the event, the Client must name a responsible contact person to MFM for the entire duration of the event and make this person available at all times via a mobile phone.

5. Insofar as MFM arranges for or provides the Client with equipment of a technical or other nature for the implementation of the event by third parties as agreed, the Client is responsible for the fulfilment of the duties and obligations arising from the respective contractual relationship with the third party, in particular for the careful handling and proper return of such equipment. In this respect, the client indemnifies MFM against all claims of third parties arising from the provision of the equipment, rental material or similar.
6. The Client is also responsible for the assembly and dismantling of any necessary event equipment, as agreed in advance with MFM in terms of type and scope, irrespective of whether the assembly and/or dismantling is carried out by the Client or by third parties commissioned by the Client at the Client's own expense.
7. In the event that the Client plays music in public at the event, it is his/her responsibility as the organiser to obtain any necessary permits for this, to make any necessary registrations with GEMA and to pay the necessary fees or charges directly. In the case of performances by artists, the Client is responsible for any contributions to be paid to the artists' social security fund and is exempt from paying MFM.

MFM is entitled to demand at any time (even before the event) that the Client submits proof of any permits and/or (fee) payments required for the event to take place.

Should MFM be held liable by rights holders, the GEMA, social security institutions, the artists' social insurance fund or similar as a result of the public reproduction of music and / or the performance of artists within the framework of the event, the Client must indemnify and hold MFM harmless from all claims. This obligation to indemnify and hold MFM harmless also includes reasonable costs of legal defence incurred by MFM in such cases.

VII. Termination, cancellation of orders, contracts and individual services, cancellation costs, cancellation of events

1. The order and contractual relationships for the provision of space, including equipment if applicable, and in connection with related services are limited for a fixed period of time in accordance with the underlying order/contract and may only be terminated without notice with immediate effect for good cause.
2. An important reason exists in particular for MFM, insofar as
 - The Client culpably provides MFM with misleading or false information or culpably fails to fulfil his/her obligations to cooperate or expresses his/her unwillingness to fulfil such obligations and/or to ensure the orderly running and safety of his/her event, as a result of which the trust required for the continuation of the contractual relationship, in particular in the reliability and honesty of the Client, is not only insignificantly shaken and MFM cannot reasonably be expected to adhere to the contract,
 - MFM becomes aware of facts relating to the Client which cast doubt on his/her ability to pay, e.g. in the case of substantial outstanding debts to third parties, seizure of assets or accounts to a substantial extent, existence of an application for the opening of insolvency proceedings against the assets, the opening of such proceedings or the rejection of an application for the opening of such proceedings for lack of assets.
 - MFM becomes aware of facts which justify the assumption that the commissioned / agreed event could not only insignificantly endanger the smooth business operations, the security, the premises, the equipment and/or the reputation of MFM of its contractual partners, the venue or similar.

The termination of the contract by MFM does not affect the further right of MFM to claim damages in cases where a reason for termination exists in a circumstance for which the Client is responsible.

The Client is not entitled to terminate the contract without notice if there are reasons which have their cause in his/her sphere of risk and which prevent the use or utilisation of the contractual areas and/or equipment and/or services of MFM. This applies in particular, but not exclusively, in cases of illness, discontinuation of the purpose/occasion of the event, unsuitable weather conditions, etc.), which regularly do not constitute an important reason for termination.

In all other respects, the statutory provisions shall apply with regard to the right of termination without notice.

In any case, a termination, no matter from which side, must be in writing to be effective, excluding the trustseletronic form.

3. Notwithstanding the above, the client is free to cancel the order/contract in its entirety or with regard to individual, separable services at any time, even if there is no reason for cancellation, with the consequence that MFM can demand a lump-sum compensation for the expenses incurred up to the cancellation. In this respect, in the event of complete cancellation of the entire order/contract, the client shall have the following rights
 - 60 working days or more before the agreed date of delivery: 0 % cancellation fee

- between 59 and 41 working days before the agreed date of delivery: 25 % of the net total order/contract sum given at the time of cancellation.
- between 40 and 21 working days before the agreed date of delivery: 50 % of the net total order/contract sum given at the time of cancellation;
- between 20 and 10 working days before the agreed date of delivery: 80 % of the net total order/contract sum given at the time of cancellation;
- from 9 and less working days before the agreed date of delivery: 100 % of the net total order/contract sum given at the time of cancellation;

For the sake of clarity, a working day is defined in these GTCs as Monday to Friday from 09:00 - 17:00.

If the cancellation relates only to one or more separable partial services, the compensation to be paid to MFM will also be determined according to the above-mentioned days and percentages, but subject to and limited to the net order/contract value of the cancelled partial service(s).

Decisive for the time of a cancellation is its receipt by MFM.

The Client has the right to prove that MFM has not incurred any costs or that the costs incurred are lower than the flat rates stated above.

4. If it becomes impossible to hold the event in whole or in part for reasons that are within the Client's sphere of risk, MFM's claims to payment of the remuneration and reimbursement of expenses, as well as the release from liabilities that MFM has incurred or entered into for the purpose of providing the service as agreed, remain fundamentally unaffected. If the Client concludes the relevant event contract in order to hold an event wholly or partly outdoors, he/she as the organiser bears the risk for weather conditions to the full extent alone.

VIII. Defects, warranty rights

1. The Client must notify MFM in writing of any obvious defects as well as any defects that he/she recognises by the end of the event without delay, but at the latest within one week of the end of the event.
2. MFM is not liable for those services, performances and any associated deliveries of goods that are provided by third parties for the Client and the event. Excluded from this are services provided by employees and staff of MFM. Furthermore, with regard to services provided by third parties (with the exception of MFM's own employees and staff), MFM only guarantees the dutiful selection of such third parties as well as the dutiful organisation and coordination of the provision of services by them.
3. In the case of only insignificant deviations of the services from the order / contract and only insignificant impairments, all warranty rights against MFM are excluded.
4. Insofar as a service of MFM is defective with corresponding materiality according to the above and the Client is only then entitled to warranty claims in this respect, MFM will remedy the relevant defects within a reasonable period of time by means of subsequent fulfilment upon request. If a rectification of defects is no longer possible, has failed or is disproportionate in terms of expenditure or is unreasonable for MFM for other reasons, the Client is entitled to reduce the remuneration agreed with regard to the service in question by a reasonable amount.
5. If an order/contract is justifiably and effectively terminated by the client, claims for payment related to expenses (e.g. costs for personnel and third-party services) that have already arisen up to that point as well as claims for remuneration by MFM due to services already rendered remain valid.

IX. Liability, preclusion periods, limitation period

1. Claims for damages of the Client against MFM, irrespective of the legal basis, are excluded, unless MFM has acted intentionally or with gross negligence, there is an injury to life, body or health or MFM has culpably violated an essential contractual obligation. An "essential contractual obligation" refers to contractual obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Client regularly relies and may trust.

For damages resulting from a slightly negligent breach of essential contractual obligations, the liability of MFM is, however, limited to the amount of foreseeable damage, the occurrence of which must typically be expected. The foreseeable damage typical for this type of contract is regularly considered to be the simple amount of the total price agreed for the contractual services of MFM.

The limitation of liability applies equally to employees, executive bodies and agents of MFM. However, a liability of MFM towards the Client for the behaviour of agents is excluded if the vicarious agent is the Client or a person appointed by the Client with this function.

MFM or indirect agents appointed by it shall only be liable within the scope of the commissioned / contractually agreed service for damage caused by gross negligence or wilful misconduct. Any further liability on the part of MFM and claims for damages on the part of the Client are excluded, which also and in particular applies to unforeseeable damage and consequential damage as well as minor and reasonable deviations and / or missed deadlines, which are caused by the fault of MFM,

The client shall in any case assume the guarantee for the correctness of the information and documents provided.

2. With the exception of such claims by the Client as a result of injury to life, limb or health or as a result of gross negligence on the part of MFM, all claims by the Client must be asserted against MFM within one year of the end of the service in question, i.e. regularly within one year after the end of the event.

X. Video surveillance, picture and film recordings of the event

1. The areas provided by MFM will be monitored by video for the purpose and to the extent specified in the house rules. By signing the respective order / event contract, the Client expressly agrees to this video surveillance and the associated collection and, if applicable, use of personal data to the extent specified in the house rules.
2. In addition, the client agrees that photographs and films may be taken at events and published as a reference on the MFM website and other advertising media and made available to third parties. Photographs of the client or of participants in the event itself will not be used, only photographs of the design of the areas.
3. Should MFM undertake the production and publication of image and film recordings of the Client's event in accordance with the order/contract, the Client is responsible for obtaining any necessary consents from the participants of his/her event, including any artists, musicians and/or DJs booked directly by him/her. Should such participants of the event assert claims against MFM due to a publication of recordings as agreed, the Client shall indemnify and hold MFM harmless from such claims. This obligation to indemnify and hold MFM harmless also includes reasonable costs of legal defence incurred by MFM.

XI. References, granting of rights

MFM is entitled to use the name and the logo or the company mark and/or brand of the Client, including the end Client, for its own advertising and reference purposes. For this purpose, the Client grants MFM the right to include the name and the logo or the trademark of the Client in its internal database and to use it for advertising and reference purposes for an unlimited period of time and in any place. The use of the Client's name and logo or mark for these purposes includes the use as a reference, inter alia, in conversations, the publication in print media and the making publicly available on MFM's website as well as a presentation and performance at events.

XII. Applicable law, place of performance, place of jurisdiction

German law applies exclusively to all orders placed with MFM and to all contracts concluded with MFM as well as to all disputes which may arise in connection with these, even in the case of any foreign reference.

The place of performance for all obligations arising from the order / contractual relationship with MFM is the registered office of MFM.

The place of jurisdiction is - as far as permissible - the court responsible for MFM at its registered office.

XIII. Final provisions, severability clause

1. All declarations relevant to orders and / or the content of the contract and the execution of the contract, in particular declarations of withdrawal, cancellations, notices of termination, notifications of defects or similar, must be made in writing in order to be effective.
2. Should individual provisions of these GTCs be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The same applies to loopholes in the GTCs. In this case, the invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to what the parties would have agreed if they had considered or known of the invalidity or unenforceability of the provision.

XIV. Data protection / data processing / verification

The Client is informed that his/her data will be collected, processed and stored by MFM to the extent necessary for the execution of the order or contract and for the fulfilment of MFM's obligations under public law, for which the Client declares his/her consent upon commissioning.

In this respect, the Client authorises MFM within the framework of the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and the General Data Protection Regulation (Datenschutz-Grundverordnung, DS-GVO) also and in particular to electronically process his/her data for internal purposes as well as for order data processing and order or contract execution.

Insofar as the legal obligation exists, the Client undertakes to participate in electronic record keeping within the meaning of the Record Keeping Ordinance (NachwV) of 20 October 2006 as amended.

XV. English language version of the General Terms and Conditions

By signing this English language version of the GTCs, the client confirms that they have read, fully understood and accepted the GTCs in the English language.

Version date: April 2021