

BOOKING MODALITIES

Cancellation

The following deadlines apply for the entire event area:

up to 39 m²

- until 4 weeks prior the event 100% free of charge
- until 2 weeks prior the event 50% free of charge

40 m² - 63 m²

- until 8 weeks prior the event 100% free of charge
- until 4 weeks prior the event 50% free of charge
- until 2 weeks prior the event 25% free of charge

from 107 m²

- until 12 weeks prior the event 100% free of charge
- until 6 weeks prior the event 50% free of charge
- until 3 weeks prior the event 25% free of charge

from 280 m²

- until 6 months prior the event 100% free of charge
- until 3 months prior the event 50% free of charge

Thereafter, 90% of the contractually agreed services will be invoiced. Please note that the percentage values refer to the contractually agreed total sales.

The contractually agreed number of people is the basis for accounting. Please note that the contractually agreed number of people can be reduced by a maximum of 25%.

Insofar as no amount has been agreed upon in respect of food and beverages, the calculation is based on the lowest-priced 3-course meal or catering package of the respectively applicable event menu.

Payment

With your signature this booking is considered a firm booking. Please inform us of your exact billing address when booking.

The following deadlines apply according to the total event area:

up to 39 m²

A down payment of 80% of the contractually agreed total turnover must be made by 2 weeks before the start of the event. We will send you a corresponding down payment invoice 4 weeks before the start of the event. The payment term is 14 days.

40 m² - 63 m²

A down payment of 80% of the contractually agreed total turnover must be made by 6 weeks before the start of the event. We will send you a corresponding down payment invoice 8 weeks before the start of the event. The payment term is 14 days.

from 107 m²

A down payment of 80% of the contractually agreed total turnover must be made by 10 weeks before the start of the event. We will send you a corresponding down payment invoice 12 weeks before the start of the event. The payment term is 14 days.

from 280 m²

A down payment of 80% of the contractually agreed total turnover must be made by 22 weeks before the start of the event. We will send you a corresponding down payment invoice 24 weeks before the start of the event. The payment term is 14 days.

We will send you a final invoice after the event. The booking amount is due within 14 days of the invoice date.

Please note that the corresponding down payment is absolutely necessary to provide the booked services. If the payment is not received within the set period of 14 days after receipt of the invoice, we reserve the right to withdraw from the contract (AGB für Veranstaltungen VII 2.).

Commission

Available on request. Amount of 10% of the net turnover of the room rent and basic equipment (incl. VAT).

A commission request must be made before the contract is concluded, details of the commission agreement will be included in the contract. Subsequent commission requests cannot be taken into account.

ADDITIONAL INFORMATION**(DELIVERIES, INSTALLATION & DISMANTLING, PARKING, ACCOMODATION, LANGUES CLASSES)****Deliveries:**

Timeframes for equipment delivery and pick-up can be arranged with the event office (+49 30 7800 89 551). Please note that delivery traffic is only allowed Monday through Friday from 7:00 am to 10:00 pm and Saturday from 8:00 am to 6:00 pm.

Access GLS Sprachenzentrum across Choriner Strasse opposite number 36; keep left on the premises

Access Hotel Oderberger To the left of the building, ring the bell and register at the barrier. You will then be allocated a parking space.

There is no designated shunting area. If you must shunt, please make sure drivers do not turn while stationary to prevent damages to the asphalt. We reserve the right to charge for damages if this rule is not followed. Marked fire zones must be kept free at all times.

Installation & Dismantling

The GLS Campus Berlin is a listed historic site. We kindly ask you to move your equipment with great care and to pay special attention to not damage our building's substance. This includes preventing nicks in the plaster, stress marks or scratches on walls and doors. Before installation you will be provided with an electronic key card or key that gives you access to the entrances. For security and energy conservation reasons, please make sure to keep doors open as briefly as necessary. GLS Campus Berlin assumes no liability for loss of equipment due to non-compliance to our rules.

Parking

If you have reserved a parking space, please only park in the allocated spots. Parking can be booked with the event office. As an alternative, we recommend parking nearby at Kulturbrauerei in Sredzkistraße.

GLS Campus

20,00 € per day (upon availability, reservations to be made in advance including license plate details)

Access GLS Sprachenzentrum across Choriner Strasse opposite number 36; keep left on the premises

Hotel Oderberger

25,00 € per day (upon availability, reservations to be made in advance including license plate details)

Access Hotel Oderberger To the left of the building, ring the bell and register at the barrier. You will then be allocated a parking space

If you are interest in using the parking slots, please make a reservation in advance (license plate and contact details needed). Vehicles without a reservation will be towed away on the owners costs.

Please note that the parking and loading zones are public areas, accessible to guests. Please avoid any unnecessarily loud communication or noise. Thank you for your cooperation!

Please pass on this information to any suppliers for your event. GLS Campus Berlin reserves the right to charge for damages to our site caused by non-compliance to these rules.

Accommodation

Please find further information about our hotels on our websites hotel-die-schule.de or hotel-oderberger.berlin

Hotel „Die Schule“

T 030 / 7800 89 260

info@hotel-die-schule.de

Hotel Oderberger

T 030 / 7800 89 760

info@hotel-oderberger.berlin

Language courses for your employees

We are also happy to organize foreign language courses for you - whether in-house in your company premises or on the GLS campus. You can find information about our language courses at www.gls-sprachcourses.de - the contact person is Ms. Kathrin Topfstädt, T 030 / 780089-42, kathrin.topfstaedt@gl-sprachenzentrum.de

Other

The mentioned rates and prices are including VAT.

It is not permitted to bring drinks as far as this has not been explicitly agreed on.

By signing the contract, you agree to comply with the above guidelines.

CONCLUSION OF EVENT LIABILITY INSURANCE for events at the Main Hall of Hotel Oderberger

The maximum compensation per claim for personal injuries, material damage and/or additional insured financial loss.

EUR 3.000,000,00

The maximum compensation within the above mentioned sum insured are limited to:

EUR 1.000.000,00

Tenancy damage caused by fire, explosions as well as tap and waste waters

EUR 100.000,00

Tenancy damage caused by other reasons

EUR 10.000,00

Tenancy damage on moveable objects

EUR 10.000,00

Any lost articles of employees

EUR 10.000,00

Any lost of (foreign) keys

EUR 600.000,00

Costs for compensatory remediation as a part of environmental damage insurance

EUR 1.500.000,00

New risks as part of environmental damage insurance

The liability insurance is valid for events with up to 440 people. Additional people will be charged with EUR 0,50 per person.

General Terms and Conditions for Events

I. Scope

The transfer of a venue by GLS Campus Berlin (hereinafter "GLS") is exclusively made on the basis of these General Terms and Conditions. With the conclusion of the lease the tenant of the venue fully and explicitly acknowledges these General Terms & Conditions as the governing contract and waives all claims to setting own conditions.

II. Conclusion of Contract, Parties

1. The Event Agreement (hereinafter "Agreement") is effected through written acceptance by the contracting party of the offer submitted by GLS. Should the contracting party conclude the contract on behalf of a third party, the latter becomes the contracting party of GLS; the contracting party shall advise GLS hereof in good time before the conclusion of the contract and shall provide the name and address of the actual contracting party.

2. Should the contracting party conclude the contract recognizably on behalf of a third party or, or should the third party have appointed or commissioned a commercial agent or an organizer for the purpose of dealing with the contract, the contracting party, agent or organizer jointly with the third party as the contracting party are liable for all obligations in terms of the contract insofar as GLS is in possession of the appropriate declarations of the contracting party, agent or organizer. Independent of the aforementioned the contracting party is obliged to forward all booking-related information, in particular these General Terms & Conditions to the third party.

3. The subletting or letting of rented rooms, areas or display cabinets as well as invitations to job interviews, sales- or similar events require the prior written consent of GLS.

III. Services, Prices, Payment, Invoicing

1. GLS is obliged to perform the services ordered and confirmed in accordance with the determinations of these General Terms & Conditions.

2. The contracting party is obliged to pay the agreed upon price for these services. This also applies to services and costs relating to the event emanating from the customer/purchaser and performed by GLS for third parties, in particular also for claims of copyright collecting societies. The agreed upon prices include the applicable statutory value added tax (VAT). Should the period between concluding the contract and the performance of the contract exceed four months and should the statutory VAT be increased after concluding the contract, GLS reserves the right to change the prices agreed upon in the amount by which the sales tax payable has increased. In addition, the contracting party is liable for the payment of all food and drinks and other services regarding the event ordered by event participants.

3. By signing the contract and the accompanying calculation of costs this booking becomes a confirmed booking. After conclusion of the contract, a down payment may be due in accordance with the booking modalities. You will receive a corresponding invoice from GLS.

4. GLS may demand immediate payment of receivables due at any time from the contractor. The contracting party shall be in default if he/she does not effect payment within 14 days after the due date and receipt of an invoice; this applies to a contracting party that is a consumer only when these consequences are stated explicitly in the invoice. In case of default, GLS is entitled to charge the contracting party default interest in the amount of 5 percentage points above the base rate. In the case of business transactions the default interest rate is 8 percentage points above the base rate. GLS retains the right to charge a higher default interest rate. For every reminder sent out after a delay in payment GLS may charge a fee of EUR 5,00.

5. In justified cases, e.g. arrears of the customer or expansion of the scope of the contract, GLS is entitled, even after the conclusion of the contract until the commencement of the event, to charge a further advance payment or security deposit in terms of paragraph 4 above or to demand an increase in the advance payment or security deposit agreed upon in the contract until full payment of the contractually agreed amount.

6. The contracting party may only offset undisputed or legally established claims against a claim of GLS.

IV. Handover of the rental/leased property

The rental property shall be handed over to the lessee in good condition. Upon hand-over written minutes are to be drawn up in which shall be listed any possible defects of the rented property. Should the hand-over minutes not contain any defects, the rental property shall be deemed to be free of any defects. The lessee retains the right to prove that hidden defects existed at the time of handover.

Upon termination of the lease term the lessee must return the rented property to the lessor. Here, too, hand-over minutes shall be drafted and signed by both contracting parties.

Should the lessee not participate in the agreed handover, the lessor is entitled to draft hand-over minutes and to take occupation of the rented property. The written minutes also serve as basis for the scope of damages to be repaired by the lessee.

In the interest of maintaining the full functionality of the leased property the lessor is entitled to repair the damages listed in the hand-over minutes at the expense of the lessee in so far as the latter is liable. The lessee expressly authorizes the lessor to issue orders for repair of damages on his/her behalf or for his/her account in order for repairs to proceed immediately. When selecting companies to be granted tenders for repair work, the lessor has to consider his/her duty to minimize damages.

V. Use, fixtures and changes to the rental property

The lessee is obliged to take utmost care in the use of the rental property and its facilities. He/she shall maintain and return the leased property in a tidy, fully functioning order. Any changes to the rental property, especially fittings or the positioning of heavy or bulky objects and putting up decorations and other such items require the prior, if possible written, consent of GLS. Without the consent of the lessor objects/equipment brought to or installed on the rental property can be removed immediately by GLS at the expense of the lessee. The lessee shall return the rental property and any rented adjoining facilities to its original condition at his/her cost at the latest by the hand-over date. Should the latter fail to fulfil this obligation, the lessor is entitled after hand-over of the rental property to remove the items and installed equipment/fittings at the lessee's cost and to restore the rental property to its original condition. The items and fittings left behind by the lessee will be retained by the lessor for the account and risk of the lessee. After the expiry of a reasonable deadline to be communicated to the lessee in writing, the lessor is entitled to destroy the discarded objects at the expense of the lessee should the latter not have collected them and reimbursed the lessor for storage.

The lessor is entitled to effect repairs, commissioning and structural changes that are required for the purpose of maintenance and development of the rental property or for the prevention of risk or for the repair of damage without the consent of the lessee during the rental period. Rent reduction claims or claims for damages cannot be brought unless the use of the Stadtbad Oderberger is impaired for a disproportionately long period of time.

VI. Withdrawal by contracting partner, cancellation

1. GLS grants the contracting partner the right of withdrawal from the contract at any given time. In this respect the following conditions apply:

- a) In case of withdrawal by the contracting party from the rental, GLS is entitled to reasonable compensation.
 - b) Instead of a specifically calculated compensation for loss or damages GLS has the choice to claim the latter in the form of a lump-sum from the contracting partner. The contracting party is free to prove that no costs were incurred by GLS or that the costs amount to less than the claimed compensation package.
 - c) In so far as GLS calculates its actual compensation costs, the amount of compensation shall not exceed the amount of the contract price for the services to be rendered by GLS minus the savings in costs incurred by the lessor as well as any revenue generated from other uses of the venue.
2. The above provisions on compensation shall apply accordingly if the contracting party does not make use of booked services without advising GLS of such non-use in time.
3. In the event of GLS granting the contracting party an option to withdraw from the contract within a certain period of time without any further legal consequences GLS is not entitled to claim compensation. The timeliness of the withdrawal from the contract shall be determined by the date of receipt of such notification by the lessor GLS. The contracting party shall declare such withdrawal from the contract in writing.

VII. Withdrawal by the lessor

1. In as far as the contracting party was granted a free right of withdrawal pursuant to Section VI para. 1b and 3, GLS is similarly entitled to withdraw from the contract within the agreed period when there are inquiries from other customers regarding the location/function rooms and when upon inquiry by the lessor the contracting party does not relinquish his/her free right of withdrawal pursuant to Section VI para. 1b and 3.
2. If an agreed upon advance payment or an advance- or security payment in terms of Section III para. 3 and / or 5 is not effected even after the expiry of a reasonable period of grace set by the lessor, the lessor is similarly entitled to withdraw from the contract.
3. Furthermore GLS is entitled to withdraw from the contract for an important reason, in particular if
 - Force majeure or other circumstances beyond the control of the lessor make execution of the contract impossible;
 - Events with misleading or false information regarding material facts, such as the organizer or purpose of the reservation, are booked.
 - GLS has reasonable grounds to believe that the event might jeopardize the smooth operation, security or reputation of the leased property or GLS in public without it being attributable to the management or organization of GLS;
 - unauthorised subletting in the terms of Section II, paragraph 3 occurs;
 - GLS has acquired knowledge that the financial situation of the contracting party has considerably worsened after conclusion of the contract, especially if the lessee does not pay overdue debt or does not provide sufficient security and therefore payment claims by the lessor appear to be endangered;
 - the contracting party has lodged an application for the opening of insolvency proceedings, has submitted an affidavit pursuant to § 807 of the Code of Civil Procedure, has initiated extra-judicial settlement of debt procedures or has suspended his/her payments;
 - insolvency proceedings over the assets of the contracting party have been initiated or the pursuit of the same is rejected for lack of substance.
4. GLS is obliged to immediately inform the contracting party in writing of exercising its right of withdrawal.
5. In the above cases of withdrawal the contracting party does not have a claim to compensation.

VIII. Bringing of own food and beverages

It is not permitted to bring own food and beverages on to the premises.

Special contractual arrangements need to be agreed upon in advance and in writing with the lessor. In these cases GLS may charge a service fee to cover the overheads.

IX. Safety regulations

1a - Building regulations

The rental property shall be deemed to be a place of assembly in accordance with the regulations of § 52, BauO Berlin of 29.09.2005 and § 23, BetrVO.

The lessee is obliged to comply with all building regulations like, amongst others, the Berlin Landesbauordnung, BetrVO in the respective current version, the operating rules and, in particular, the fire safety regulations. Imported technical standards like the DIN standards, VDE regulations, VdS rules and VPLT-standards are considered state of the art and must also be adhered to in the current version. This obligation also extends to the lessee's contractors and partners, for whose actions the lessee is deemed liable in terms of § 278 BGB. The lessee shall ensure the proper coordination, direction and supervision of the work and the monitoring of performance. Among the obligations of the lessee resort in particular **keeping escape and rescue routes open (§ 25, BetrVO regulations), compliance with the number of guests and spaces in accordance with the seating plan and rescue routes (§ 26, para. 2 and 4, BetrVO regulations), compliance with the fire prevention rules as required in respect of the fire resistance of equipment, props and decorations (§ 27, para. 1, 2 and 4, BetrVO regulations), compliance with the rules for the storage of flammable material (§ 28, para. 1, 3 and 4, BetrVO regulations), enforcing smoking bans (§ 29, para. 1, BetrVO regulations),** obtaining special permits for the use of open fires and pyrotechnical articles (§ 29, para. 2, BetrVO regulations), the appointment of qualified persons for dealing with pyrotechnical articles (§ 29, para. 2, BetrVO regulations), compliance with the rules for the operation of facilities such as the coordination of fire protection measures and the operation of the emergency lighting (§ 30, para. 3 and 4, BetrVO regulations), the rules for the operation of laser systems (§ 31, BetrVO regulations), **the presence of the lessee and the person responsible for event technology (§ 32 para. 2 and 5, § 33 and § 34, para. 2 and 3, BetrVO regulations),** obtaining waivers for the release of samples (§ 34, para. 6, BetrVO regulations). The lessor shall ensure the presence of the required fire safety guard and a medical and rescue service in the required strength (§ 35, BetrVO regulations), shall draft a security plan and arranges the supervision and security service for the operation of the rental property (§ 37, para. 1 and 2, BetrVO regulations). The costs in respect of these services not included in the rental price shall be passed on to the lessee.

During normal operating hours (§ 34, para. 2 and 3, BetrVO regulations) the lessor also provides a person responsible for event technology as the event manager (§ 32, para. 2 and § 34, para. 1 to 3 of the BetrVO regulations) tasked with supervisory duties and with wide-ranging powers including the power to terminate the event. For security matters he/she has authority over the lessee and its contractors. **He/she may demand the submission of schedules, risk analyses, special permits, certificates, test results, and certificates of installation.** The transfer of more far reaching responsibilities shall be done in writing. The latter shall contain the tasks, competences and obligations of the lessee or those of the event manager. The national building regulations shall be observed. The lessor and his/her event manager do not assume any responsibility for the technical aspects and the operational safety of the equipment and materials used/installed by the lessee, his/her contractors and partners objects, equipment and materials (§§ 27 to 31, § 32, para. 1 and 4 BetrVO regulations).

1b - Work protection provisions

For the purposes of the accident prevention regulation BGV A1 the lessee is regarded an entrepreneur in his/her relationship with GLS. The lessor GLS subjugates its employees to the work safety coordination of the lessee in accordance with BGV A1, § 5. The lessee shall take the required measures to prevent industrial accidents, occupational diseases and work-related health hazards as well as the provision of effective first aid. In particular, the labor protection regulations and the accident prevention regulations of the professional associations and accident insurance are to be observed. The lessee shall instruct its contractors, partners and other stakeholders in the process before commencing operations in the rental objects of the applicable accident prevention regulations, the operational rules, the access restrictions and the Fire Safety Regulations. For the coordination of the management and supervision of the various companies the lessee shall appoint a qualified person (§ 7, BGV A1) and mandate that person with the necessary authority (§ 6, para. 1, BGV A1). The lessee shall allocate the management and supervision of work for the purposes of the accident prevention regulations BGV C1, §§ 1 and 15 to stage- and studio professionals only. For carrying out these duties the uninterrupted presence of the responsible persons is required. The lessor must be advised of the operating staff involved at least 10 work days before the commencement of the use of the rental facility. The lessee is obliged to ensure that the execution of work complies with the state occupational safety and accident prevention regulations and the generally recognized safety and occupational health regulations. Technical products or equipment that do not meet these requirements are allowed to be used if in there composition or design they provide the same security. In this case, the lessee/contracting party must supply a certificate guaranteeing the same security in an equivalent manner. As far as the execution of work by other contractors – i.a. foreign contractors - is concerned, these are to be contracted accordingly in writing and properly supervised.

1c - Other legislation/regulations

The lessee shall also comply with provisions in other areas of law, such as the hygiene regulations, environmental laws, hazardous materials regulations, trade regulations, the Youth Protection Act and others.

1d - Legal consequences

Any changes made to approved plans like usage- and seating plans, stability analysis, operating licenses may result in a renewed, complete authorization procedure. Failure by the lessee to comply with any laws or government regulations, especially as far as those which govern/ensure the safety of guests, employees and contractors, the event and the venue as such are concerned, exempt the lessor fully from any third party claims. The lessor additionally has the right of extraordinary termination.

1e – Non-smoking Protection Act

Smoking is expressly forbidden in all rooms of GLS. The lessee is obliged to enforce the smoking ban on the guests and employees. In case of violations he/she has to take the necessary measures to prevent further violations. Upon request, he/she is supported by the lessor and security. Violations of the provisions of the Non-smoking Protection Act are punishable by the competent authorities as an administrative offence also against GLS. The lessee has to indemnify GLS as a first requirement as far as he/she and his/her agents and assistants violate the aforementioned provisions. Specially smoking areas are to be designated and, if necessary, authorized expressly in coordination with the Managing Director, Mrs. Barbara Jaeschke, prior to the event.

X. Permits/Authorizations

The required approvals/authorizations due to changes in use, exceptional requests or other public, building and occupational safety regulations must be agreed with the lessor in advance and applied for by the lessee for his/her account. The lessee agrees to submit the authorizations granted in the original to GLS not later than 20 days before the commencement of use. The lessee can instruct the lessor in writing to create the necessary event advertisements and to draw up the applications for exemption on its behalf. The lessee registers the event, if applicable, at his/her own expense with GEMA and pays the GEMA-fees independently after the event.

XI. Execution of the event

The lessee is the sole organizer with all rights and obligations (or contractor or owner as per definition in the relevant legislation). He/she bears the full legal and financial risk for the event including its preparation and the final execution thereof. He/she is responsible in particular for the proper execution of the event. The lessee exempts the lessor from all claims by third parties emanating from or related to the event. This also applies to fines that are imposed on the lessor as the owner of the rental property. The exemption does not apply to claims by third parties or in respect of fines which have their origin solely in the responsibility of the lessor.

1. In so far as GLS acts on behalf of the contracting partner in obtaining technical and other equipment from third parties, it acts on behalf of, on the authority of and for the account of the contracting party. The contracting party is liable for the careful handling and proper return of equipment. The lessee exempts GLS from any claims by third parties stemming from the provision of such installations or equipment.

2. The use of own electrical plant and equipment of the lessee or organizer utilizing the electricity network of the venue requires the prior written consent of the lessor. Should using these systems and equipment result in problems and damage to the technical facilities of the venue the costs are to be borne by the contracting party as far as GLS does not carry the responsibility. GLS is permitted to calculate the electricity costs and to charge an optional flat rate.

3. The contracting party is entitled to use own telephone, fax and data transmission equipment with the consent of the lessor. GLS is permitted to charge connecting and usage fees. In the event of the connection of the contracting party's equipment resulting in the non-usage of the venues equipment a reasonable compensation fee for loss of usage may be charged.

4. GLS commits itself to immediately eliminate technical faults in the technical- or other equipment provided by the lessor upon receiving a complaint from the contracting party. Payments cannot be withheld or reduced if GLS is not responsible for these faults.

5. The contracting party may use the name of the venue for the purpose of lodging the application for its event only after prior consultation with GLS.

XII. Items brought with to the premises

1. Exhibition- and other items including personal items are used in the conference rooms and on the premises at the risk of the contracting party. GLS accepts no liability except for gross negligence or intent on the part of the lessor for loss, destruction or damage. This does not include damages or losses resulting from injury to life, limb or health. Furthermore, all cases in which the safekeeping, given the circumstances of the individual case, represents a typical contractual obligation are excluded from this exemption from liability.

The fire prevention measures determine that equipment, seats, decorations, curtains must be fire-resistant (B1).

2. The exhibition- or other items brought with shall be removed immediately after the event. GLS is entitled to remove and/or store items left behind at the expense of the contracting party. Should the removal require a disproportionate effort, GLS is entitled to let the items remain in the function room(s) and to charge room rental for the duration of occupation. The contracting party retains the right to prove that less damage occurred, the lessor retains the right to prove higher damages.

3. Packaging materials (carton packaging, boxes, plastic, etc.) provided as part of the delivery of goods for the event by the contracting party or a third party must be disposed of by the contracting party. Should the contracting party/organizer leave packaging material behind in the venue, GLS is entitled to dispose of the material at the expense of the contracting party.

XIII. Liability of the contracting party

1. The contracting party is liable for all damages to buildings or furnishings caused by event participants or event visitors, employees, other third parties from the lessee's group or the lessee him-/herself or his legal representatives and agents.

For events at the Main Hall of Hotel Oderberger the lessee shall take out liability insurance which covers third party-, property- and rental damages in connection with his/her event with the following scope of coverage:

- a) Personal injury: EUR 3 million maximized twice p.a. for personal injury
- b) Damage to property: EUR 1 million maximized twice p.a. for property damage
Sub-limit for the rental property
 - Damage to immovable property: EUR 250,000.00 maximized twice p.a..
 - On movable property: EUR 50,000.00 maximized twice p.a.
- c) Pecuniary damage: EUR 100,000.00 maximized twice p.a.

2. The lessee shall submit proof of the conclusion of this liability insurance and its existence no later than 20 days before the day of the event by submitting a written confirmation by the insurer. The written confirmation must also include a statement that the liability insurance covers claims by third parties for which the lessee has taken out an indemnity in respect of the lessor. Should the lessee fail to meet this obligation, the lessor is entitled to make a substitute arrangement by obtaining appropriate liability insurance at the expense of the lessee 48 hours before the commencement of the event.

XIV. Liability of the lessor, Expiration

1. GLS is liable under the statutory provisions for all damages resulting from injury to life, limb and health as well as in the case of taking over a guarantee on the part of GLS and fraudulently concealed defects.

2. In respect of all other damages that do not form part of Section XIV, para. 1 and are caused by minor negligence of the lessor, his/her legal representatives or his/her agents, the lessor is liable only if this damage is found to be in breach of a contractual duty or cardinal obligation in a manner endangering the contractual purpose. In these cases liability is limited to foreseeable contractual damages.

3. The above limitations apply to all claims for damages irrespective of their legal grounds including claims in tort. The foregoing limitations and exclusions apply also in cases of any claims for damages of a contracting party against employees or agents of the lessor.

4. In as far as the contracting party is allocated a parking space on the premises of the GLS campus, even when a fee is charged, this does not constitute a safekeeping agreement. There is no surveillance obligation on the part of GLS. GLS shall not be liable for loss of or damage to motor vehicles and their contents parked on the GLS Campus to the extent that GLS cannot be held responsible for intent or gross negligence. This also applies to the GLS campus staff. Damage claims must be submitted to the lessor upon leaving the GLS campus.

5. Damage claims of the contracting party expire after two years from the date on which the contracting party became aware of the damage or, irrespective of such knowledge, after three years from the date of the event when the damage occurred. This does not apply to liability for damages arising from injury to life, limb or health and for other damages based on intentional or grossly negligent breach of duty of the lessor, a legal representative or staff member of the lessor.

XV. Infringing and Unethical Contributions

Illegal and unethical contributions, a content which contains pornographic, right or left-wing extremist, racist, discriminatory, sexist, satanistic, violence-glorifying, insulting, defamatory, business and reputation-damaging or otherwise unacceptable content is prohibited and may not be produced in any way on our premises or used in any other way.

XVI. Final determinations

1. Changes or additions to the contract and the acceptance of these General Terms & Conditions for Events shall be made in writing. Unilateral changes or additions by the contracting party are ineffective. To comply with the written requirements specified in these General Terms & Conditions the submission of the appropriate declaration by telefax or e-mail is sufficient.

2. The place of fulfillment and payment is the seat of the GLS Campus in Berlin.

3. The law of the Federal Republic of Germany applies at all times with the exclusion of the UN Sales Convention (CISG).

4. The exclusive jurisdiction is the seat of the GLS Campus in Berlin. Should a contracting party be defined as such by § 38 Abs. 1 ZPO and have no general jurisdiction in Germany, the jurisdiction shall be regarded to be the seat of the GLS Campus Berlin.

5. This contract is governed exclusively by German law.

6. Should individual provisions of these general terms and conditions be or become ineffective in whole or in part, this does not affect the validity of the remaining provisions. In the event of legal disputes, Berlin, the place of jurisdiction of the provider, is decisive.