

General Terms and Conditions of JOKE Event AG from 09.03.2022

A. General Information

These general terms and conditions apply to the services of JOKE Event AG ordered by the Client. Deviating conditions of the Client are contradicted. With the commissioning of JOKE Event AG by the Client, the Client accepts these general terms and conditions.

1. Subject matter of the contract

1. The Client commissions JOKE Event AG with the contractual services according to the most recent offer of JOKE Event AG. As a rule, the contractual services extend to the planning, - implementation, and support of events.

2. JOKE Event AG is allowed to involve third parties for the provision of its contractual services. In this case JOKE Event AG acts as a general contractor in its own name towards third parties, the conclusion of the individual contracts takes place directly between JOKE Event AG and the third parties. Alternatively, JOKE Event AG can commission the service from third parties as an intermediary in the name and for the account of the client. In both cases the customer commits himself in the interest of a smooth execution of the order to let the communication with third parties take place exclusively through JOKE Event AG. A direct contact of the customer with possible third parties to the exclusion of JOKE Event AG is not intended.

2. Execution of the contractual services

1. The execution of the contractual services shall take place in close coordination between the Client and JOKE Event AG. JOKE Event AG will inform the Client about the status of the preparation and the execution of the services. If one party does not agree with the mode of operation and the conduct of the other party in essential points, this shall be notified to the other party in writing without delay. Otherwise, the working method and conduct of the other party shall be deemed to be in accordance with the contract.

2. The Client may request reasonable changes with regard to the contractual services after the order has been placed. All additional costs resulting from such changes requested by the Client shall be borne by the Client. Changes may lead to the postponement of binding and non-binding delivery dates and deadlines, for which JOKE Event AG is not liable.

3. The Client shall ensure that all necessary and/or all cooperation of the Client or his vicarious agents agreed upon when placing the order is provided in due time, to the required extent and free of charge for JOKE Event AG.

4. In the event of a delay in performance by JOKE Event AG, the Client shall set JOKE Event AG a reasonable grace period in writing to meet its obligations. Should JOKE Event AG fail to meet this deadline, the Client shall be entitled to terminate the order in question without notice or to withdraw from the contract.

5. Partial services rendered by JOKE Event AG up to the time of termination or withdrawal shall be remunerated accordingly.

3. Digital / hybrid implementation of the event

1. The parties agree that in the event of any problems resulting in the fact that the LIVE component of the planned event may not be implemented, e.g.

- legal prohibitions
- an official order prohibiting events and/or gatherings of people for the intended event period, JOKE Event AG may convert the LIVE components of the event into hybrid and / or digital elements at the same fee. In the event of such a situation, JOKE Event AG will take all measures to ensure that the Client does not incur any unnecessary additional costs and will immediately inform any third-party companies involved.

2. If the conversion into a hybrid and / or digital event leads to additional costs, JOKE Event AG will inform the Client of this. In case of approval by the Client, the communicated additional costs are to be borne by the Client. If agency and/or third-party costs are saved through this digitalization, JOKE Event AG will pass these savings on to the Client.

3. Events which, in the opinion of both contracting parties, are designed in such a way that they function or make sense exclusively in the form of a LIVE event (e.g., promotion campaigns, live festivals, incentive trips, vehicle events, etc.) may be canceled in the cases mentioned in item 1. In this case, the Client only has to bear the costs that have already been incurred up to the time of cancellation (e.g., planning costs, cancellation costs, etc.).

4. Confidentiality / Data protection

1. Both parties shall treat as confidential business and trade secrets of the other party and information which they have received from the other party and which is not publicly accessible. This information shall constitute business secrets within the meaning of § 2 section 1 GeschGehG.

2. JOKE Event AG obligates third parties who have been commissioned to perform the service to maintain confidentiality in accordance with section 1.

3. JOKE Event AG treats the Client's personal data in accordance with the provisions of the EU Data Protection Regulation (EU-GDPR) and the Federal Data Protection Act (BDSG), the data protection regulations of JOKE Event AG can be found at <https://www.joke-event.de/datenschutz/>.

5. Copyright

1. The copyright to all concepts, designs, graphics, drawings, texts and other documents or digital drafts created by JOKE Event AG or its commissioned third parties must be preserved by the Client and may only be used by him within the agreed scope of the contract.

2. Any further use requires the written permission of the copyright holder or the exclusive right of use.

3. Processing or modification of the contractual services designed by JOKE Event AG are only permitted with the prior consent of JOKE Event AG.

4. The exclusive rights of use for designs rejected or not executed by the Client remain with the authors. If the Client uses concepts that represent or contain an intellectual, artistic or other creation of JOKE Event AG or third parties commissioned by it outside or after the termination of this contract, a separate fee agreement shall be made on reasonable terms.

6. Warranty and liability

1. JOKE Event AG shall be liable for the performance of the services to be rendered under this contract and all orders under this contract with the diligence of a prudent businessman within the limits of intent and gross negligence.
2. JOKE Event AG accepts no liability whatsoever for damage of any kind caused by visitors / guests. Losses, glass breakage and any costs arising from damage to the premises, rooms, or underground conduits due to the installation of stages, exhibition stands, tents, etc. shall be borne by the Client.
3. JOKE Event AG is not liable and does not assume any warranty for external services that are not brought in by it in the agreed scope of services according to item 1. Any damage must be reported and proven in detail in writing without delay from the time of knowledge. Further claims are excluded.
4. JOKE Event AG must be notified immediately of any defects in the contractual services. The Client shall be entitled to have all defects in the contractual services remedied within a reasonable time and in an economically reasonable manner. If JOKE Event AG does not remedy the defect or if a remedy is not possible or economically reasonable, the Client may demand a reduction or terminate or withdraw from the contract. Apart from that, claims for damages only exist if the damage was caused intentionally or by gross negligence or if it concerns the violation of a contractual main obligation (so-called cardinal obligation), where JOKE Event AG is only liable for the damage recognizable at the time of the conclusion of the contract.
5. Insofar as the law does not provide for warranty rights (e.g., withdrawal, reduction), the Client's claims for damages shall be limited to intent and gross negligence. This does not apply with regard to bodily injury and damage to health. In this respect, JOKE Event AG or its employees or agents are already liable for slight negligence.
6. JOKE Event AG does not act as organizer, unless expressly agreed otherwise in writing. As organizer, the Client assumes responsibility for all liability matters vis-à-vis everyone.
7. The organizer is obligated to comply with all requirements pursuant to the Ordinance on the Construction and Operation of Places of Assembly (Versammlungsstättenverordnung -VstättVO-) or the relevant Special Construction Ordinance.
8. The organizer undertakes to take out an organizer's liability insurance for personal injury and property damage, related to the event period, or to submit a corresponding policy.
9. Insofar as the opportunity to participate in sporting activities, competitions, etc. (e.g., canyoning, river rafting, bungee jumping, kite surfing, diving, climbing, bouldering, carting, clay pigeon shooting, etc.) is offered as part of an event, attention is drawn to the usual risks inherent in the nature of the matter. Participation in such activities is at one's own risk. JOKE Event AG and the involved service providers are only liable for not intentionally or negligently increasing the inherent danger of the activity.

7. Claims for compensation and damages in the event of withdrawal from the contract (cancellation costs)

1. In the event of cancellation of an event, for whatever reason, JOKE Event AG shall be entitled to compensation for the costs it has incurred as a result of the cancellation.
2. Insofar as JOKE Event AG has arranged services of third parties, the client shall bear the cancellation fees charged by third parties in the event of cancellation. In this respect, the general terms and conditions of the third party apply.
3. Irrespective of this, the Client undertakes to pay a part of the agreed agency fee of JOKE Event AG as compensation in accordance with the following breakdown:
 - Cancellation of the event after conclusion of the contract = 25%
 - Cancellation of the event up to 3 months before the event date = 40%
 - Cancellation of the event up to 2 months before the event date = 60%
 - Cancellation of the event up to 1 month before the event date = 80%
 - Cancellation of the event up to 2 weeks before the event date = 90%
 - Thereafter = 100% plus further cancellation costs due to additional agreements, e.g., catering, technical equipment, seating, staff etc., these will be invoiced separately.
4. The basis for calculating the cancellation fees are the 100% list prices. Discounts or special agreements within the scope of the event offer will not be credited.
5. Cancellation of an order must be made in writing.
6. The Client is allowed to prove that JOKE Event AG has not suffered any damage or that the damage is significantly lower.

8. Remuneration

1. the client pays the remuneration listed in the offer for the services provided by JOKE Event AG in its own name. All prices are exclusive of the statutory value added tax. If the special regulation for travel services applies (§ 25 Value Added Tax Act), the offer price includes the value added tax.
2. The above costs are to be paid in installments according to the progress of the project as follows.
 - a. after conclusion of the contract = 25% of the agreed remuneration,
 - b. 3 months before the first day of the event another 15% of the agreed remuneration,
 - c. 2 months before the first day of the event another 20% of the agreed remuneration,
 - d. 1 month before the first day of the event another 30% of the agreed remuneration,by bank transfer to one of the accounts of JOKE Event AG. This payment according to the progress of the project is an essential part of the contract. The Client will receive a corresponding invoice on account. The final invoice for the remaining amount plus all variable costs, which may not have been included in the cost overview, will be issued following the event. This amount is due for payment ten days after the invoice date.
3. Services that are not included in the offer shall only be provided against separate remuneration.
4. Services, which are arranged by JOKE Event AG, will be invoiced by the third party to the customer. By separate power of attorney it can be agreed that JOKE Event AG settles these invoices on behalf of the customer if appropriate financial means are made available.

B. Rental

The following terms and conditions apply to the rental of items belonging to JOKE Event AG, in particular equipment and systems for music reproduction, lighting systems, video reproduction, telecommunications, and decoration material.

1. General Information

1. Rental and delivery are only carried out according to the following conditions. Deviations and ancillary agreements require the express written confirmation of the Lessor. No waiver of compliance with the provisions of these Terms and Conditions affected thereby can be derived from a tacit waiver by the Lessor of compliance with the written form in the case of deviating regulations and ancillary agreements in the past.
2. Any rental conditions of the Lessee are hereby contradicted. They do not bind the Lessor even if they are not expressly rejected again upon conclusion of the contract.
3. The invalidity or amendment of individual terms and conditions shall not affect the validity of the remaining terms and conditions.

2. Offer and prices

1. An order is considered accepted when it is confirmed in writing by the Lessor or when the item is handed over. Likewise, supplements and amendments require the written confirmation of the Lessor to be legally effective. They are subject to change.
2. Illustrations, dimensions and weights in the Lessor's brochures are only approximate. A guarantee for their compliance is not assumed.
3. Fees and other costs related to the fulfillment of official requirements shall be borne by the Lessee.
4. All prices are exclusive of statutory value added tax.

3. Fulfillment

1. If it is not possible for the Lessor to procure a particular item, he may fulfill the contract by providing rental items of equal value.

4. Terms of payment

1. Invoicing is made at the time of provision. The Lessor is entitled to demand advance payment or deposit of a security. The payment has to be made irrespective of the right of complaint. Offsetting and retention due to any counterclaims of the Lessee are excluded. This does not apply if it is an undisputed or legally binding claim.
2. If the Lessee fails to pay on time, the Lessor shall be entitled to charge interest on arrears at a rate of 9% above the prime rate of the European Central Bank.

5. Duty to inform

1. The Lessee is obliged to inform the Lessor immediately of any malfunctions of the leased item. In the event of a breach of this obligation, the Lessor may assert claims for damages against the Lessee.

2. The Lessee shall inform the Lessor without delay of any changes in connection with the leased item. This shall apply in particular - in the event of seizure, attachment, or similar measures by third parties, - in the event of a change in the operating conditions for the leased item which give rise to or increase the damage or risk to the leased item, - in the event of insolvency or composition applications relating to the assets and in the event of liquidation of the business operations of the Lessee.

3. The Lessee is obliged to provide the Lessor with written information about the exhibition site of the leased item.

6. Subletting

1. Subletting is allowed to the Lessee only with the written consent of the Lessor.

2. The delivered item remains the property of the Lessor. It is not permitted to encumber this item with the rights of third parties.

7. Warranty and liability

1. The Lessee or his representative declares with receipt of the leased item in writing that the leased item is free of defects.

2. The warranty claim against the Lessor shall lapse if

- in the case of obvious defects, this is not asserted in writing to the Lessor immediately after the defect is discovered,
- the Lessee does not fulfill the contractual obligations incumbent upon him, in particular does not meet his payment obligations in due time,
- the leased item has been modified by third parties or by the installation of parts of foreign origin, unless the damage is not causally related to the modification,
- the Lessee does not comply with the regulations concerning the treatment of the leased item, wear and tear or damage is due to negligent or improper treatment,
- the Lessee does not grant the Lessor the reasonable time and opportunity to carry out all repairs and replacements that appear necessary.

3. Any liability of the Lessor beyond the forthcoming warranty, in particular for consequential damage caused by defects, shall not be assumed. In the event of culpably delayed delivery and provision of the leased item by the Lessor, the Lessee may only demand compensation for the replacement, but not for lost profit. The Lessor assumes no liability for unforeseen events.

8. Return

1. At the end of the rental period, the Lessee undertakes to return the leased item to the Lessor in a defect-free condition. The Lessee is obliged to return the leased item to the Lessor in the condition that corresponds to the condition at the time of handover of the item.
2. The Lessor is obliged to confirm the receipt of the leased item immediately.
3. In case of untimely return, the rental period is extended until the final return, the Lessor is entitled to compensation for use in the amount of the agreed rent for this period in any case.

9. Special obligations of the Lessee

1. The Lessee is obliged to protect the leased item from overuse in every way, to provide maintenance and care of the leased item as far as necessary. Necessary repairs due to culpable damage for the preservation of the operational readiness of the leased item are to be carried out immediately by the Lessor in a proper and professional manner using original spare parts or spare parts of equivalent value with the consent of the Lessor, at the Lessor's expense. The costs of repairs due to wear and tear shall be borne by the Lessor. The Lessor reserves the right to decide to carry out the necessary repairs during the rental period. The necessary spare parts are to be obtained by the Lessor. If the Lessor does not declare immediately upon the Lessee's request that he will procure the required spare parts within the same period and at no higher cost than the Lessee, the Lessee shall be entitled to procure the spare parts himself. The Lessee shall not be entitled to make any changes to the leased item, in particular attachments and installations, or to remove any markings which have been affixed by the Lessor, without the Lessor's prior consent. The Lessee may neither grant third parties rights to the leased item nor assign rights arising from this contract.

10. Breach of obligations and compensation for damages

1. If the leased item is not returned in a condition in accordance with the contract, the rental period shall be extended by the time which is necessary for the performance of the repairs or other work omitted in breach of the contract under normal conditions.
2. The Lessee must also pay for repairs or provide replacement for culpable damage to the leased item.

11. Right of inspection and examination of the item

1. The Lessor is entitled at any time to inspect the leased item or to have it inspected by an authorized representative.
2. The Lessor is entitled to inspect the leased item himself or to have it inspected by a representative at any time after prior agreement with the Lessee on the day and time of the inspection. The Lessee is obliged to facilitate the inspection of the Lessor in any way. The costs of the examination shall be borne by the Lessor.

12. Work by the Lessor

1. If work is carried out, e.g., the installation of equipment or the installation of individual items, the provisions of this paragraph shall apply.

2. The Lessee and purchaser of the work shall, at his own expense, do everything necessary on his part to ensure that the work can begin on time and be carried out without disruption. Prior to the commencement of the work, he shall provide the Lessor and work contractor with the necessary information on the location of concealed electricity, gas, water, and similar installations; in particular, he shall inform the Lessor of the accident prevention regulations to be observed.

3. If work is interrupted due to circumstances for which the Lessor is not responsible, the risk for the services already provided shall pass to the Lessee for the duration of the interruption.

4. An acceptance certificate must be completed for the acceptance of the Lessor's work. The acceptance is present with the commissioning of the equipment.

5. The Lessor shall not be liable for faulty work carried out by personnel provided by the Lessor, unless the Lessor has given faulty instructions or has breached its duty of supervision.

13. Open Air Events / Permits

1. If it is agreed between the parties on the occasion of an open air event that the Lessor shall supervise the functions of the leased item, the Lessor shall in particular have the following rights: The Lessor may shut down or, if necessary, dismantle the equipment if the weather poses a risk to the leased item or to the physical integrity of persons present. The Lessor may shut down or dismantle the equipment if riot or commotion endangers the equipment. If, in accordance with the above conditions, the equipment is shut down or dismantled, the Lessee shall not be entitled to derive any damage claims of any kind against the Lessor as a result. Insofar as official permits are required for the staging of an open air event, the Lessee shall obtain such permits at his own expense. The Lessee shall be solely liable for any damage resulting from the fact that an official permit has not been obtained.

14. Instructions of the Lessor

1. In the event that the Lessor is made aware or has knowledge of the fact that the installation of the Lessor's equipment endangers persons or property, including the Lessor's own property, the Lessor shall have the right to issue instructions for the avoidance of danger. The Lessee undertakes to point out possible dangers also to third parties. If the Lessee fails to do so, he shall indemnify the Lessor from all resulting damages. This also applies even before acceptance of the notice.

15. Liability of the Lessee

1. The Lessee is liable during the rental period for all damages resulting from the use, loss, or damage to the leased item. This also applies to damage caused by third parties or force majeure, such as damage caused by fire, storm, severe weather, hail, water, burglary, theft, vandalism, and terrorism. The leased item is not insured by the Lessor. The Lessor therefore advises to insure the leased item for the duration of the event.

2. If the Lessee withdraws from the rental agreement or refuses to accept the Lessor's service for any other reason, the Lessee shall pay compensation for the expenses incurred and reduced possibilities of renting the item to another party in accordance with the following provisions. In the following, the order volume is understood to be 100% of the services owed by the Lessee, which is made up of the rent plus any agreed wages for work and the services of subcontractors commissioned by the Lessor. All prices are exclusive of statutory value added tax. Thereafter, the Lessee shall pay the following cancellation fees in the event of cancellation:

- Cancellation of the rental after conclusion of the contract, but more than 4 weeks before the beginning of the rental = 25% of the order volume
- Cancellation of the rental after conclusion of the contract 4 weeks before the beginning of the rental = 50% of the order volume
- Cancellation of the rental within the remaining 2 weeks before the start of the rental = 90% of the order volume

The Lessee shall be permitted to prove that the damage did not occur or that it was significantly less. The Lessor is entitled to set the Lessee a short period of grace after the due date and, if this expires without result, to rent the leased item to another party.

Other provisions

1. Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. In this case, the parties shall replace the invalid provision by a valid provision which comes as close as possible to the economic purpose of the invalid provision.

2. Changes and additions to the contract must be made in writing.

3. In the event that the contractual agreements include event services pursuant to Clause A and rental services pursuant to Clause B, the provisions of Clause A 7 shall apply exclusively to the calculation of claims for compensation and damages.

4. If GEMA fees and / or fees of other collecting societies and artists' social security contributions (KSK) become due during the performance of the event, these shall be paid by the customer. The customer also undertakes to make the relevant registrations, unless otherwise agreed in writing.

5. Place of performance and jurisdiction for merchants and legal entities under public law is Bremen.

6. Contracts and all orders placed are subject to the application of the law of the Federal Republic of Germany.