

General terms and conditions of RIVO Spreeterrassen for contracts pertaining to the handover of premises and spaces, as well as the hosting of events



RIVO Spreeterrassen („RIVO“) offers the venues „Spreebogen“ and „Gallerie“ (10997 Berlin, May-Ayim-Ufer 9) including their possible outdoor area (hereinafter „Venues“) for rent to hold events. Furthermore RIVO offers the rental of interior, equipment and further goods and services or the acquisition and commission of such services associated with the use of the Venues.

The offer and all contractual relationships between RIVO and its client in this respect shall be governed by the following general terms and conditions („GTC“).

I. Scope

1. RIVO provides the aforementioned services exclusively on the basis of these GTC in conjunction with the contract concluded with the customer about such services in individual cases (hereinafter also referred to as "event contract"; see point II below Conclusion of contract). Provided that the event contract contains provisions that do not correspond to these GTC, the event contract shall prevail in this respect. Other agreements that implement a deviation from the GTC must be agreed in writing, whereas an e-mail correspondence shall be sufficient.
2. Possible client's general terms and conditions do not apply unless expressly agreed otherwise in writing. In case of a valid inclusion of the client's general terms and conditions the GTC of RIVO remain unaffected. In the case that provisions of included client's general terms and conditions are not corresponding with these GTC, these GTC shall prevail in this respect.

II. Conclusion of contract, supplementation and changes to contracts

1. At the customer's request, RIVO submits a non-binding offer for the requested services or for services for the purpose stated by the customer (in particular, the nature and scope of the event planned by the customer). Unless otherwise expressly stated in individual cases when the offer was submitted by RIVO or otherwise agreed between RIVO and the customer, a contract is only concluded between the customer and RIVO for the services offered by RIVO when an event contract is signed by both parties for this purpose and is sent to the other party in this form. If the event contract has not yet been signed by RIVO and unless otherwise agreed in individual cases, the customer is bound for four (4) weeks to their contractual offer, which they transmitted to RIVO by submitting a signed version of the event contract.
2. Any ancillary agreements, additions, and changes to a concluded event contract, in particular also regarding the notification of the final number of attendees in accordance with Section V.I. of these GTC, if this is related to the first specification or an increase or reduction in the number of attendees originally specified, must be confirmed by RIVO in writing, by fax, or by e-mail.

III. Subject matter and services provided by RIVO

1. The subject matter of this contract refers to the services that shall be provided by RIVO with the content and to the extent laid down in the corresponding event contract. Unless expressly agreed otherwise, the subject matter does not include the arrangement of an event through RIVO but solely the temporary cession of the Venues and its possible interior, equipment and / or installments (especially such as bar, golf simulator, media- and entertainment technologies, internet access – hereinafter „Equipment“) as well as possible additional services and / or the acquisition and commission of such services through RIVO to hold a non-public event under the client's responsibility.
2. Through the conclusion of a contract regarding the cession of venues, their possible outdoor area and, if applicable, their equipment, RIVO undertakes to cede the right to use the respective venues and equipment responsibly and as per agreement during the agreed period to the agreed extent in return for the agreed payment according to these GTC. Except when expressly stipulated otherwise individually, on grounds of a contract regarding the cession of Venues and / or their Equipment RIVO is not obliged to supervise, personally support or guide the attendees of those client's events.
3. If it has been outlined in the event contract submitted on the part of RIVO to the customer as part of the services to be provided or to be procured and / or the services to be determined are themselves also part of the contractual agreement, RIVO shall be authorized to have a third party appointed by RIVO that provides said services. (This applies, especially, to catering services (food and / or drinks), services and / or services requiring staff to render them, DJ / entertainment services and services of a similar nature.) This means that RIVO shall only be obligated to procure and make available such services for the duration agreed previously, to the extent agreed, and, unless agreed otherwise, must be performed to a standard of professional kind and quality above average.
4. RIVO is entitled to change single agreed services, provided that these changes are reasonable and become necessary to ensure the performance of the contract after its conclusion. RIVO will inform the client promptly about any such changes of services.

5. In case of force majeure or other unforeseeable events for which's effects to the performance of the contract RIVO is not responsible for (such as e.g. strike, power loss, riots, the failure of RIVO's own supply without RIVO's fault or governmental measures that have not been caused by RIVO), RIVO is released from its obligation to perform affected services during the period of the obstacles plus a reasonable additional start-up time. In the event that a continued adherence to the contract in such cases stipulates an undue hardship for RIVO, RIVO is entitled to withdraw from the contract.
6. RIVO is only obliged to perform its agreed services exclusively to the client. The client may not transfer his contractual entitlements to any third party without RIVO's prior written consent. The client may not cede the services provided by RIVO (especially by sub-letting the Venues and / or Equipment) to any third party without prior written consent through RIVO.
7. In the event that RIVO provides services in addition to expressly agreed services without further remuneration, the client is not entitled to claim performance of such additional services.

IV. Prices, price adjustments

1. Except otherwise disclosed in the event contract, all prices are subject to additional value-added tax.
2. In the event that no flat fee based upon a determined number of attendees is agreed, but it is agreed that the customer shall announce the final number of attendees to RIVO before the agreed day of performance (according to these GTC), prices are calculated on grounds of the number of attendees announced by the customer (whereby the maximum number of persons available at www.rivo-spreeterrassen.de for the rented room may not be exceeded depending on the type of occupancy), whereby a reduction towards those prices originally calculated in the respective event contract on basis of the number of attendees estimated by customer at that time is limited to at most 20% (twenty percent). In the event that the actual number of attendees falls short of the announced or - in case of a flat fee agreement - the assumed number of attendees, the client remains obliged to pay the remuneration agreed for the number of announced resp. estimated number of attendees. In the event that the actual number of attendees exceeds the number of announced or - in case of a flat fee agreement - the estimated number of attendees, RIVO is entitled to relatively raise those prices that depend on the number of attendees. The actual number of attendees is determined by the client and / or RIVO by compiling a guest list.
3. Despite the aforementioned provisions in regard of the price adjustments depending on the actual number of attendees, RIVO is furthermore entitled to adjust prices according to the following terms: RIVO is entitled to adjust prices in the event that the period between conclusion of contract and the agreed date of performance is longer than four (4) months. Thus, if salaries or other fees, that RIVO has to cover for the purpose of the performance of services, increased or decreased until the agreed date of performance, RIVO is entitled to change prices reasonably and according to these increases or reductions. The client who is a consumer is entitled to withdraw from the contract in this event solely under the condition that the price rises more than insignificantly compared to the rise of general costs of living in the time between conclusion of contract and the date of performance.

V. payment terms

1. If the contract serves the realization of an event by the client and unless expressly agreed otherwise, the total fee is due to be paid according to the following terms:
 - a. An advance payment of 100 % of the agreed net price for the cession of the venue with the conclusion of the contract and respective invoicing.
 - b. After respective invoicing a second advance payment of 70% of the total net price set out in the offer has to be made not later than 30 days in advance of the agreed date of performance. In the event that the total fee does not exceed € 4,000.00, a second advance payment of 50% of the total net price agreed at the time of invoicing must be made after the corresponding invoice has been issued. RIVO is not obliged to fulfill any contractual performance until the client meets his contractual obligations to make advance payments.
 - c. The fee remaining after made advance payments in relation to the agreed total fee – that may deviate from the fee calculated in the offer due the actual scope of RIVO's services made use of by the client - will be invoiced after the contractual performance of services, i. e. after the client's event, in forms of a final invoice due upon receipt.

The customer is obliged to perform in advance, i.e. RIVO is not obligated to provide the service as long as the customer has not fulfilled their contractual obligations of making the down payments.

2. Unless otherwise agreed or, in the absence of such an agreement, not otherwise communicated with the invoice, the client is in default of payment once an owed and invoiced fee is not credited to the account communicated by RIVO within two (2) weeks after proper issuance of the invoice. This applies to customers who conclude a contract as consumers only if the invoice expressly states this requirement. The statutory default provisions remain unaffected.

VI. Client's obligation to cooperate, responsibility and indemnity obligations of the client

1. In the event that no flat amount of attendees is agreed, the client is obliged to inform RIVO about the final number of attendees not later than ten (10) calendar days before the event, whereby the maximum number of persons available at www.rivo-spreeterrassen.de for the rented room may not be exceeded depending on the type of occupancy.
2. The client is the organizer of the event for which he wants to make use of the Venues and probable Equipment and further services of RIVO. As such, he is responsible for the realization of the event and for its attendees, especially regarding safety and the compliance with statutory provisions. RIVO delegates to the client any tasks and obligations arising from Sec. 38 Subs. 1-4 of the Regulations on Places of Public Assembly (§ 38 Abs. 1-4 VstättVO) with regards to the client's event. The client especially has to consider and comply with the stipulations regarding noise levels at his event. The client informs RIVO upon RIVO's request about possible granted administrative exemptions necessary to host his event.
- Notwithstanding RIVO's warranty for contractual performance and a liability according to these GTC, the client indemnifies RIVO against all third party claims that may arise from the breach of the organizer's obligations in connection with the client's event, especially claims from attendees, residents and authorities. This indemnity obligation also includes reasonable costs for legal proceedings and defense.
- Upon RIVO's request the client is obliged to prove the signing of a reasonable insurance policy to cover possible liability claims against the client in his function as organizer of the event.
3. The client and the attendees of his event are obliged to comply with the RIVO house rules while using the Venues and Equipment. These rules are publicly displayed in the Venues. Upon request by the client RIVO will also transmit the rules to him personally. The client is responsible for the compliance of the attendees of his event with the house rules.
- The client or a person entrusted by him with this function has to be available for RIVO as a responsible contact person during the entire event. In case that the client entrusts a third person with this task, this person needs to be introduced to RIVO before the event and RIVO has to be provided with that person's full name and a mobile number that ensures the availability of the responsible contact person during the entire event.
4. As far as it is agreed that RIVO procures or provides the client with technical or other Equipment from third parties for his event, the client is responsible to ensure that any contractual obligations arising from a respective contract with third parties will be fulfilled. This especially includes that the client duly takes care of the Equipment and its return. The client indemnifies RIVO against all claims from any third party that may arise from leaving such equipment to the client.
5. The client is liable for any possible damages of RIVO's Venues or Equipment that are caused during the client's events, especially those damages caused by attendees. This does not include habitual wear marks that are caused by intended use of the Venues or its Equipment. The client is also liable for any injuries caused by the attendees to personnel provided by RIVO to ensure the performance of the contract.
6. If the client intends to install equipment in the Venues for his event, the installation, including its setup and removal, needs to be agreed and coordinated with RIVO in advance. Any setup and removal works in the Venues, that are executed by the client or any third party that has been assigned by the client for this purpose have to comply with the provisions of public law, especially in regards of safety and neighbor rights.
7. If the client intends to publicly perform or reproduce music works, the client is obliged to obtain the necessary rights and licenses, especially to register the event with the collecting society GEMA and to directly pay the corresponding royalty fees. If the client plans to invite artists for live performances, he is obliged to take care of possible artists' social insurance (Künstlersozialkasse [KSK]) fees.
- Upon RIVO's request, the client proves in advance of the event that he obtained the rights and licenses and the payment of the fees, remuneration and charges that are necessary for his event.
- In the event that RIVO is prompted by collecting societies (esp. GEMA) or other right holders or by social insurances (esp. KSK) to pay fees, remuneration or charges due to public performances or live concerts during the client's event, the client has to indemnify RIVO against all such claims. This obligation to recoup RIVO also includes reasonable costs for legal proceedings and defense.
8. RIVO's warranty obligations according to these GTC with regard to contractual obligations and RIVO's liability remain unaffected by the

above-mentioned provisions, just as possible further claims by RIVO against the client.

VII. Termination / Cancellation of contracts and single services, cancellation of events

1. The contracts between the client and RIVO which's subject matter are the temporary cession and / or use of the Venues, possibly including interior and Equipment as well as the utilization of additional corresponding services, are rental contracts and / or usage and service contracts, each contracted for a fixed period of time. These contracts are terminable solely for exceptional cause and with immediate effect. An exceptional cause is especially given in the following events:
- the client culpably provides RIVO with false or misleading information or culpably does not fulfill his obligation to cooperate or the client expresses that he will not fulfill his obligations and / or will not take care of a probable course of his event and of the safety during his event, so that the trust and confidence that is necessary for the continuation of the contractual relationship, especially with regard to the client's reliability and honesty, is significantly shaken and therefore the adherence to the contract would be unreasonable for RIVO, especially with regard to safety reasons and to the reputation of RIVO and its Venues;
 - RIVO becomes aware of facts that establish reasonable doubts regarding the client's economic capability, especially significant accounts receivable towards other companies, significant restraints of the client's financial or property assets, a client's petition to open bankruptcy proceedings, the opening of bankruptcy proceedings or the denial of such petition for lack of assets;
 - RIVO becomes aware of facts that establish a justifiable reason to believe that the client's event that is subject matter of the contract with RIVO could endanger the fluent business, the safety, the Venues, the Equipment and / or the reputation of RIVO and its Venues significantly;

RIVO's right to claim damages in cases where there is a reason for termination according to circumstances for which the customer is responsible, remains unaffected by the termination of the contract by RIVO.

Reasons that stem from the customer's area of risk and prevent the customer from using the contractual premises and equipment and / or from using other agreed services from RIVO (e.g. illness, discontinuation of the event, unsuitable weather conditions at open-air events, or the like), do generally not represent such an important reason that entitles the customer to terminate the contract without notice.

Statutory rights to cancel the contract for exceptional cause remain unaffected.

2. However, RIVO grants the customer the right to withdraw from a contract or an agreement made about an individual, separable service at any time, without there being any reason for termination ("termination" of a contract or individual service), in accordance with the following stipulation: If the client cancels a contract or a single separable service, he is – as far as no differing amounts are agreed in individual cases – generally obliged to compensate RIVO for their preparations, expenses and the reservation of the Venue by paying a lump sum in the following amount: If the client's cancellation is made
- until 90 days before the agreed date of the contractual performance (i. e. the agreed day of the client's event): 100 % of the agreed net price for the cession of the Venue;
 - between 89 and 60 days before the agreed date of the contractual performance: 100 % of the agreed net price for the cession of the venue plus 20 % of the net order value valid at the time of termination;
 - between 59 and 30 days before the agreed date of the contractual performance: 100 % of the agreed net price for the cession of the venue plus 30 % of the net order value valid at the time of termination;
 - between 29 and 14 days before the agreed date of the contractual performance: 100 % of the agreed net price for the cession of the venue plus 40 % of the net order value valid at the time of termination;
 - between 13 and 3 days before the agreed date of the contractual performance: 100 % of the agreed net price for the cession of the Venue plus 75 % of the net order value valid at the time of termination;
 - less than 3 days before the agreed date of the contractual performance: 100 % of the agreed net price for the cession of the Venue plus 100 % of the net order value valid at the time of termination;

The „net order value“ is defined as the price that is agreed for additional services beyond the cession of the Venue itself, especially for interior and

Equipment of the Venue as well as goods and services. In this respect the order value is based upon the prices calculated at the date of conclusion of contract unless they changed in the meanwhile according to the agreement, e.g. due to the announcement or the supplementary agreement of a different number of attendees than assumed at the time of conclusion of contract. In this case, the order value is calculated with the prices valid at the date of the cancellation due to the agreements met with the client and on grounds of these GTC.

If the client cancels one or several separable services, the compensation is limited to the percentage share pursuant to aforementioned grading of the order value of the respective service.

The cancellation becomes effective upon its receipt by RIVO. The client is free to prove that RIVO did have no or significantly lower costs than calculated above.

3. If hosting the event becomes impossible in whole or in part, for reasons arising from the customer's area of risk, RIVO's claims for payment of the relevant fees and for reimbursement of expenses or retention of liabilities, made by RIVO for the purpose of providing the agreed service, shall remain unaffected by this. If the customer concludes the relevant event contract with the intention of hosting an event completely or partially in the open air, the customer bears the weather risk as the organiser of the event.

The customer is entitled to prove that, and to what extent, RIVO managed to achieve savings or other advantages in these cases as a result of the cancellation of the event, which RIVO by law has to offset against the agreed payment claims. The right granted to the customer by RIVO in accordance with Section 2 above to cancel a contract or an individual service in accordance with the stipulations specified therein remains unaffected.

VIII. Warranty, notice of defect

1. The client is obliged to immediately notify RIVO of obvious defects and such defects that he recognizes until the ending of his event, but not later than one (1) week from the ending of his event. Non-obvious defects have to be notified within one (1) year from the ending of the event.
2. With regard to services stipulated in the respective event contract and possible corresponding goods that are delivered by third parties that have been assigned by RIVO, RIVO only warrants the dutiful selection of these third parties as well as the dutiful organisation and coordination of the performance of services through these third parties.
3. Client's claims for correction of defects through RIVO are excluded in cases of just insignificant deviation from the owed quality and just insignificant impairment of usability.
4. In the event that according to the regulations above a performance by RIVO is defective and the client is entitled to claim for warranty, RIVO will remedy these defects by rectification. If rectification is no longer possible, disproportionately expensive, failed or is not reasonable, the client is entitled to relatively reduce the agreed payment with regard to the related service.
The statutory regulations regarding the dispensability of a demand for rectification remain unaffected as well as client's rights to cancel or withdraw from the contract, which are compulsory by law. If the client effectively resigns from the contract, he remains obliged to compensate RIVO for resource-related payments, such as e.g. personnel and services provided through third parties, as well as to remunerate RIVO with regards to services already performed through RIVO until the time of resignation.

IX. Liability, cut-off and limitation periods

1. Any client's compensation claims against RIVO are excluded, unless RIVO acts willfully or grossly negligent, violates an essential contractual obligation or causes damage to life, body or health. An „essential contractual obligation“ is defined as a contractual obligation that is fundamentally enabling the performance of the contract and whose fulfillment can be rightfully expected by the client. The liability for damages arising from a slightly negligent violation of essential contractual duties is limited to the amount of a reasonable and foreseeable damage that typically could be foreseen in connection with contracts of the respective sort. This typically foreseeable damage usually does not exceed the price agreed for the contractual services to be performed by RIVO.
The limitation of liability also applies to RIVO's personnel, representatives and auxiliary persons. RIVO is not liable for the performance of an auxiliary person, if the auxiliary person is the client himself or has been deployed by the client with this function.
2. Except those client's claims against RIVO that arise from damages to life, body or health or due to willful actions or gross negligence, any claims have to be addressed to RIVO by the client within one (1) year from the agreed date of the client's event.
Excepting those client's claims against RIVO that arise from damages to life, body or health or due to gross negligence through RIVO, any claims against RIVO shall be barred after a period of one (1) year from the ending of the corresponding services which usually means after a period of one

(1) year from the agreed date of the client's event. This does not apply to compensation claims arising from a defect that RIVO was already aware of during the performance of the contract.

X. Video surveillance of the Venues, image and film recordings of the client's events

1. The Venues are under video surveillance (without sound recordings) through RIVO for the purpose and in the scope as defined in the house rules. By signing the respective event contract, the customer consents to the video surveillance and the collection and possible use of their personal data to the extent that is defined in the house rules.
2. Furthermore, RIVO is generally entitled to make image and film recordings of the client's events to create reference material for RIVO's web appearance and further advertising media. The recordings will illustrate the design and arrangement of the Venues but not show the client or the attendees of his event.
As far as RIVO is assigned to produce and to publish image and film recordings of the client's event, the client is responsible for the clearance of rights, especially to take care of any necessary declarations of consent of attendees, artists, musicians and / or DJs that are visiting or performing at his event. If any recorded person addresses any claims against RIVO regarding the production and publication of such recordings the client is obliged to indemnify RIVO from all such claims. This obligation to recoup RIVO also includes reasonable costs for legal proceedings and defense.
3. If hosting the event becomes impossible in whole or in part, for reasons arising from the customer's area of risk, RIVO's claims for payment of the relevant fees and for reimbursement of expenses or retention of liabilities, made by RIVO for the purpose of providing the agreed service, shall remain unaffected by this. If the customer concludes the relevant event contract with the intention of hosting an event completely or partially in the open air, the customer bears the weather risk as the organiser of the event.
The customer is entitled to prove that, and to what extent, RIVO managed to achieve savings or other advantages in these cases as a result of the cancellation of the event, which RIVO by law has to offset against the agreed payment claims. The right granted to the customer by RIVO in accordance with Section 2 above to cancel a contract or an individual service in accordance with the stipulations specified therein remains unaffected.

XI. References and grant of rights

1. RIVO is entitled to use the name and logo or symbol (company symbol, brand) of the client for advertising and reference purposes. To this end, the client grants RIVO the right to add the client's name and logo or sign to their internal database, and to use them for advertising and reference purposes for an indefinite period. The use of the client's name and logo or sign for the above mentioned purposes includes their use as reference (also in conversations), their publication in printed media, making them available to the public through RIVO's websites, and showcasing and displaying them at venues.

XII. Final provisions

1. The contract(s) concluded by RIVO and the client and all possible legal disputes in connection with these contracts shall be exclusively governed by the laws of the Federal Republic of Germany. This shall also apply if foreign countries are involved.
2. All relevant statements that may affect the subject matter of the contract or its execution, especially resignation letters, cancellation, termination or defect notifications, shall be submitted to RIVO in writing. E-mails shall be sufficient in this respect.
3. Should one or more provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a provision whose result comes closest to the ineffective provision.
4. The place of performance of all contractual duties between RIVO and the client and the exclusive place of jurisdiction for any dispute in connection with a contract between the client and RIVO and its execution is the judicial district within which RIVO's office is registered.

As of July 2021