



GENERAL TERMS AND CONDITIONS

ZAZOU Berlin GmbH

Version: July 2026

§ 1 Scope of Application and Definitions

1. These General Terms and Conditions ("Terms") shall apply to all agreements entered into with ZAZOU Berlin GmbH (hereinafter referred to as "ZAZOU") concerning the temporary hire of the ZAZOU Berlin event venue, together with any related goods, services or additional performance provided by ZAZOU. For the purposes of these Terms, the contractual partner shall hereinafter be referred to as the "Client".
2. Any individual provisions agreed between the parties within the quotation, order confirmation or event agreement shall prevail over these Terms. The Client's own terms and conditions shall only apply where expressly accepted by ZAZOU in writing.
3. These Terms shall apply to entrepreneurs, legal entities under public law and special funds under public law. Where the Client is a consumer, these Terms shall only apply insofar as they do not conflict with mandatory consumer protection legislation.

§ 2 Quotations, Contract Formation and Scope of Services

1. Unless expressly stated otherwise, all quotations issued by ZAZOU are non-binding and subject to confirmation. Quotations may be accepted within the validity period specified therein or, if no validity period is stated, within 14 calendar days from the quotation date.
2. A legally binding agreement shall come into existence upon:
 - execution of the agreement by both parties;
 - written order confirmation issued by ZAZOU; or
 - commencement of the contractual services by ZAZOU.
3. The nature and scope of the agreed services shall be determined exclusively by the quotation, the order confirmation and any annexes forming part of the agreement. Additional services or amendments requested by the Client shall be charged separately. ZAZOU reserves the right to make reasonable substitutions or modifications of equivalent quality where operational, technical or safety-related circumstances require such changes, provided that the overall purpose of the agreement is not materially affected.

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4. The Client shall provide ZAZOU in due time with all information required for the proper planning and execution of the event, including in particular:
 - the type of event,
 - the planned programme,
 - the anticipated number of guests,
 - details of third-party suppliers,
 - technical requirements,
 - and any special risks associated with the event.

§ 3 Prices, Minimum Spend and Payment Terms

1. The remuneration payable by the Client shall be based exclusively on the quotation and the order confirmation issued by ZAZOU. Unless otherwise expressly agreed, all prices are quoted in Euro (€) and are subject to the applicable statutory Value Added Tax (VAT).
2. Any Minimum Spend applicable to the event shall be agreed individually in the respective quotation. The Minimum Spend represents the minimum total turnover to be achieved by the Client for the event and may comprise, in particular, venue hire, food and beverage services, technical equipment, staffing and any other agreed services. Should the agreed Minimum Spend not be achieved, ZAZOU shall nevertheless be entitled to invoice the agreed Minimum Spend in full.
3. Unless otherwise agreed in writing, payment shall be made as follows:
 - 80% of the agreed contract price shall be payable as an advance payment prior to the event.
 - The remaining 20% shall be invoiced following completion of the event and shall become due upon receipt of the final invoice.

ZAZOU reserves the right to require the advance payment before any services are rendered.

4. Invoices shall be payable within the payment period stated on the invoice without deduction. In the event of late payment, ZAZOU shall be entitled to charge statutory default interest and any further rights available under applicable law shall remain unaffected.
5. Where justified by the scope, nature or risk profile of the event, ZAZOU reserves the right to request an appropriate security deposit prior to the event.

The deposit shall be refunded after the event, provided that no damage, outstanding payments or other claims exist.

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§ 4 Cancellation by the Client

1. The Client may cancel the event at any time prior to the agreed event date. Any cancellation must be made in writing.
2. In the event of cancellation, ZAZOU shall be entitled to charge the following cancellation fees unless the parties have agreed otherwise in writing:

Time of Cancellation	Cancellation Fee
More than 180 days before the event	25% of the agreed contract price
180 to 91 days before the event	50% of the agreed contract price
90 to 31 days before the event	75% of the agreed contract price
30 days or less before the event	100% of the agreed contract price

3. The Client shall remain entitled to demonstrate that ZAZOU has incurred no loss or substantially lower damages than the applicable cancellation fee. Conversely, ZAZOU reserves the right to prove and claim damages exceeding the cancellation fee where such damages have actually been incurred.
4. Where cancellation results from circumstances for which ZAZOU is responsible, no cancellation fees shall apply. Statutory rights of termination for cause shall remain unaffected.

§ 5 Number of Participants, Programme Changes and Event Times

1. The final and binding number of participants shall be communicated to ZAZOU in writing no later than ten (10) calendar days prior to the commencement of the event. The notified number of participants shall constitute the minimum basis for invoicing. Any subsequent reduction in participant numbers shall not entitle the Client to a reduction of the agreed remuneration.
2. Any increase in the number of participants shall require the prior approval of ZAZOU and shall be invoiced on the basis of the actual number of attendees and the agreed unit prices. Neither statutory nor operational maximum occupancy limits may be exceeded.
3. The agreed event times, including access, set-up and dismantling periods, shall be binding. Any extension shall require the prior approval of ZAZOU and shall be charged either in accordance with the rates specified in the quotation or,

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where no such rates have been agreed, at ZAZOU's standard rates applicable at the relevant time. Any additional costs arising from such extension, including without limitation staffing, technical services, security personnel or regulatory requirements, shall be borne by the Client.

§ 6 Client Obligations, Third-Party Service Providers and Permits

1. The Client shall be solely responsible for the proper organisation and conduct of the event. The Client shall ensure that all guests, employees, contractors and other persons engaged for the event comply with these General Terms and Conditions, the House Rules and any lawful instructions issued by ZAZOU.
2. Any external service providers, including but not limited to:
 - DJs,
 - technical service providers,
 - florists,
 - decorators,
 - photographers,
 - film crews,
 - entertainers,
 - security companies,

must be notified to ZAZOU in advance and require ZAZOU's prior approval. The Client shall remain fully responsible for the acts and omissions of such third-party service providers as if they were the Client's own.

3. Unless otherwise expressly agreed in writing, the Client shall obtain, at its own expense, all permits, licences, registrations and approvals required for the event, including, where applicable:
 - public authority approvals,
 - music licensing (including GEMA or any equivalent collecting society),
 - public performance licences,
 - health and safety approvals,
 - and any other legally required authorisations.

Evidence of such approvals shall be provided to ZAZOU upon request in good time before the event.

4. The bringing onto the premises or consumption of external food or beverages, including third-party catering services, shall only be permitted with the prior written approval of ZAZOU. Any applicable corkage fees, service charges, kitchen usage fees, waste disposal charges or external catering fees shall be specified individually in the quotation.

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§ 7 Use of the Venue, Decorations, Safety and Cleaning

1. The Venue, including all fixtures, fittings, furniture, equipment and technical installations, shall be treated with due care and used exclusively for the contractually agreed purpose. No alterations may be made to the premises, including walls, floors, ceilings, plants, furniture or technical equipment, without the prior written consent of ZAZOU.
2. All decorations, installations and equipment brought onto the premises by the Client or its contractors shall comply with all applicable fire safety regulations and statutory safety requirements.

The following shall only be permitted with the prior express written approval of ZAZOU: drilling, nailing, stapling, high-adhesion adhesives, confetti, glitter, pyrotechnics, fireworks, smoke or fog machines, naked flames, candles, and any comparable special effects.

3. All items brought onto the premises shall be removed completely within the agreed dismantling period. The Venue shall be returned in a clean and broom-swept condition. Should any items remain after expiry of the agreed dismantling period, ZAZOU shall be entitled, at the Client's cost and risk, to store, remove or dispose of such items after granting a reasonable period for collection, where appropriate.
4. The agreed standard cleaning of the Venue shall be included within the agreed contractual services. Any extraordinary cleaning, specialist cleaning, additional waste disposal or removal of decoration materials, adhesive residues or comparable contamination shall be charged separately according to the actual costs and effort incurred.

§ 8 Right to Control the Premises, Noise Levels and Termination of the Event

1. Throughout the entire hire period and the event itself, ZAZOU shall retain the exclusive Right to Control the Premises (House Rights). The Client, its guests, employees, contractors and all other persons attending the event shall comply immediately with any lawful instructions issued by ZAZOU or its authorised representatives, including security personnel.
2. ZAZOU shall be entitled at any time to reduce the volume of music or other amplified sound, impose technical sound limitations or interrupt or terminate amplified sound where this is necessary due to:
 - legal or regulatory requirements;
 - noise protection regulations;
 - complaints from neighbouring properties;

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- safety considerations; or
- operational requirements.

Any such measures shall not entitle the Client to any reduction of the agreed remuneration, compensation or damages.

3. In the event of serious or repeated breaches of statutory provisions, safety regulations, the House Rules or lawful instructions issued by ZAZOU, ZAZOU shall be entitled, following an unsuccessful warning where such warning is appropriate, to terminate or suspend the event. A prior warning shall not be required where an immediate danger exists or where continuation of the event would be unreasonable for ZAZOU. Any interruption or termination of the event for reasons attributable to the Client shall not affect ZAZOU's entitlement to the agreed remuneration, subject only to any expenses demonstrably saved by ZAZOU.

§ 9 Liability

1. ZAZOU shall be liable without limitation for damages resulting from:
 - wilful misconduct;
 - gross negligence;
 - injury to life, body or health;
 - and in all other cases where liability is mandatory under applicable law
2. In cases of ordinary negligence, ZAZOU shall only be liable where a material contractual obligation (cardinal obligation) has been breached. In such cases, liability shall be limited to the foreseeable damage typically arising under the agreement at the time of its conclusion.
3. Any further liability of ZAZOU shall be excluded to the extent permitted by applicable law. The above limitations of liability shall also apply in favour of ZAZOU's legal representatives, employees, agents and subcontractors.
4. The Client shall be liable for all damage caused by itself, its guests, employees, contractors, commissioned service providers or any other persons attending the event. The Client shall reimburse ZAZOU for all repair costs, replacement costs and restoration costs arising from such damage. This shall also apply where damage is discovered only after completion of the event.
5. ZAZOU accepts no liability for items, valuables, decorations, technical equipment or any other property brought onto the premises by the Client or third parties unless such loss or damage has been caused intentionally or through gross negligence by ZAZOU. The Client shall be responsible for arranging appropriate insurance cover where required.

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§ 10 Photography, Film Recordings and Publicity

1. The Client shall obtain all rights, permissions and consents required for any photographs, film recordings, audio recordings or other media produced during the event. In particular, the Client shall ensure compliance with all applicable copyright, trademark, personality rights and data protection legislation.
2. Unless otherwise agreed in writing, ZAZOU shall be entitled to use photographs or video recordings showing the Venue for its own marketing, documentation and promotional purposes, provided that no legitimate interests or statutory rights of the Client or identifiable individuals are infringed. Should the Client object to such use, the objection must be communicated to ZAZOU in writing prior to the event.

§ 11 Force Majeure

1. Neither party shall be liable for any delay or failure to perform its contractual obligations where such delay or failure results from events beyond its reasonable control ("Force Majeure").

Force Majeure shall include, without limitation:

- natural disasters;
 - fire;
 - flooding;
 - severe weather conditions;
 - epidemics or pandemics;
 - official orders or governmental measures;
 - war;
 - terrorism;
 - civil unrest;
 - strikes not attributable to the affected party;
 - failures of utilities or infrastructure;
 - and any other unforeseeable event beyond the reasonable control of the affected party.
2. The affected party shall notify the other party without undue delay of the occurrence and expected duration of the Force Majeure event. The contractual obligations shall be suspended for the duration of the Force Majeure event.
 3. Should the Force Majeure event continue for an unreasonable period or render performance permanently impossible, either party shall be entitled to terminate the agreement. Neither party shall have any claim for damages arising solely from such termination.

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§ 12 Final Provisions

1. Any amendments or supplements to the agreement, including any amendment to this written form provision, shall be made in writing unless a stricter form is required by mandatory law.
2. Should any provision of these General Terms and Conditions be or become wholly or partially invalid, illegal or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid or unenforceable provision with a valid provision that most closely reflects the commercial purpose originally intended.
3. These General Terms and Conditions and all agreements concluded between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG), insofar as legally permissible.
4. To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Berlin, Germany.