



## Terms and Conditions of Royal-Events Bansemir & Partner GbR (Oststr. 54, 12487 Berlin, Tel.: 030/6390286-0, [info@royal-events.de](mailto:info@royal-events.de))

**The following Terms and Conditions have been translated into the English language. The German original has legal precedence.**

**Regulations other than postulated in these Terms and Conditions, that are explicitly agreed upon in writing within individual contracts always take precedence**

### §1 Definition and Area of Application

- (1) Royal Events Bansemir & Partner GbR, represented by Dirk Bansemir and Marco Schiementz, will in the following be referred to as R-E; the other party will be referred to as the client.
- (2) The following regulations will be part of any contract between R-E and the client. Alternative regulations may be agreed upon in individual contracts. They are however always subject to written agreement.
- (3) Alternative regulations postulated by the client do not apply even if there is no explicitly expressed disagreement by R-E.

### §2 Offers and Fees

- (1) All offers made by R-E are – unless otherwise indicated – binding for 7 calendar days.
- (2) All fees are calculated to exclude the sales tax, unless otherwise indicated.

### §3 Invoices and Payment

Payments are expected on the previously acknowledged due date; at the latest after service completion and invoicing by R-E.

### §4 Service

- (1) In general, services provided by R-E imply the configuration of a client-specified event with the specified gaming equipment including staff, in return for the agreed upon compensation amount.
- (2) Under no circumstance do we offer gambling with the use of monetary or material incentives
- (3) If R-E is providing a full-service event for the client, R-E will include services like the selection of location and catering
- (4) R-E is not the host of the respective event
- (5) R-E reserves the right to make reasonable changes to contractual services (e.g. in the event of performance artist cancellations), as long as the altered value of the service does not disadvantage the client
- (6) Transferal of contractual rights to third parties may only take place with R-E's consent
- (7) Should the client wish to extend the allotted playing time during service operation, R-E may charge proportional additional charges. R-E reserves the right to refuse a playing time extension

### §5 Client Responsibility

- (1) Unless otherwise stated, the client is responsible for meeting the requirements for the fulfillment of contractual content. In the case of a full-service event as specified in §4 (3), the client responsibility as specified in §5 (1) c to h is voided. The following requirements are binding:

#### **Prior to the event:**

- a. Should the client not have an appropriate employer's liability insurance, he or she is urged to obtain a promoter's liability insurance. In the case of a full-service event a relevant insurance policy must be verified.
- b. Should the client be responsible for the room and board of R-E employees, an average-priced hotel incl. breakfast close to the event's premises is to be provided.
- c. The client is responsible for disclosing any relevant information necessary for R-E to implement the event at the contract's conclusion. In particular, the full address of the event and, if available, a description of the venue incl. information about the floor, availability and parameters of an elevator, room size, stairs or other obstacles etc. must be provided. Any changes must be noted immediately.
- d. Necessary permission and registration procedures, as well as fees (such as GEMA) are the client's responsibility

#### **During assembly and disassembly:**

- e. The client is responsible for the unobstructed access to the venue, loading and unloading opportunities during assembly and disassembly, usage of an available elevator, ample free-of-charge parking possibilities in close vicinity and unobstructed travel to the venue
- f. In general, assembly takes place between two and three hours prior to the start of the event. If necessary, considerable delays or waiting periods are charged at extra cost.
- g. If not otherwise stated, the client is responsible for providing the necessary seating, as well as ample lighting of the tables. Should R-E provide the seating and lighting, the client is responsible for ensuring accesses to electrical outlets directly at the tables.
- h. There must be a competent contact person on site
- i. None of R-E's equipment may be repositioned without R-E's consent

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Tax identification number:  
 VAT:  
 DE 245033233

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#### Before and during the event

- j. The client is responsible for the provision of reasonable amounts of food and refreshments for R-E employees. Crew catering should be timed to take place between assembly and the start of the event.
  - k. The client is responsible for the careful treatment of R-E equipment and should inform all guests of this regulation
- (2) Have one or more of these requirements not been met or only partially fulfilled, R-E will inform the client about possible resulting additional fees, and reserves the right to cancel the order, i.e. to refuse or only partially offer service. R-E has the right to invoice surcharges for any additional expenditures.

#### §6 Client Withdrawal

- (1) The client may withdraw from the contract at any time prior to the start of the event. The withdrawal must be submitted in writing. The cancellation is effective at R-E's reception of the withdrawal notice.
- (2) In the case of client withdrawal or if R-E is not able to provide service due to circumstances within the client's responsibility, R-E may charge reasonable compensation fees for transpired preparations, expenses and loss of profit
- (3) In general, withdrawal fees in case of client withdrawal are calculated in proportion to the contractual compensation, wherein:
  - Until 6 weeks prior to the event 20%
  - From 6 weeks prior to the event 40%
  - From 2 weeks prior to the event 60%
  - From 4 days prior to the event 80%
- (4) It is up to the client to demonstrate that no or significantly less expenditures have occurred.
- (5) A partial cancellation of service after concluding the contract does not imply price reductions.

#### §7 R-E liability

- (1) R-E is entirely responsible for itself and its assistants in the case of malicious intent or gross negligence. R-E is also entirely responsible in the case of negligent breach of duty on the part of R-E or its assistants in as much as there has been injury to life, body or health. R-E is not liable in other circumstances.
- (2) R-E has employer's liability insurance, which provides coverage for any damages incurred during assembly and disassembly. In this case, the subtraction of expenses from R-E invoices is not permitted.
- (3) Impracticalities within the client's responsibility occur at the client's expense. In that case, R-E reserves the right to invoice contractual charges in accordance with the client withdrawal regulations (§6).

#### §8 Client Liability

- (1) The client is responsible for any damages or loss of R-E equipment incurred during the event's duration at the venue, which are not subject to R-E's liability. This is valid unless R-E is able to null the incurred charges through equipment damage due to third party responsibility.
- (2) The client is responsible for the safety of on-site employees and is liable in the case of bodily injury in accordance with §1.

#### §9 Intellectual Property

- (1) Conception, program suggestions or excerpts of these are and remain the intellectual property of R-E.
- (2) In no instance may they be replicated, distributed or used for advertisement purposes without explicit written consent by R-E. Photos, brochures and outlines are copyrighted. This includes the entire content of the websites [www.royal-events.de](http://www.royal-events.de) and [www.royal-events.com](http://www.royal-events.com).

#### §10 Non-disclosure agreement

The client agrees to not disclose contractual details

#### §11 Final Clauses

- (1) The foregoing Terms and Conditions include all contractual agreements between the client and R-E in addition to explicit written individual agreements. There are no further agreements. They are deemed valid only when expressed in writing. This includes fax and email.
- (2) The contractual bind between the client and R-E is – regardless of the users nationality – subject to German law. The court of jurisdiction for general merchants, persons without a domestic court of jurisdiction, as well as persons who after contract conclusion have moved their permanent address or main residence abroad or whose permanent address or main residence is unknown at the time of initiated legal action, is Berlin (Germany).
- (3) These Terms and Conditions are valid for the legal successor of the client and contractor
- (4) Should one of the aforementioned regulations be deemed invalid, the invalidity does not affect the remaining regulations. The voided regulation is to be replaced with a regulation most similar to the commercial purpose of the foregoing regulation.

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