

# 5komma8

## Erlebniswelten

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### General Terms and Conditions

#### § 1 Conclusion of contract

Orders are only binding if acceptance is confirmed in writing by the agency or by the client.

#### § 2 Terms of payment

1. All payments are to be made in cash, by cheque or bank transfer, without deduction. The costs of payment transactions shall be borne by the client.
2. The terms of payment are part of the order confirmation. As a rule, these are as follows:
  - 50 % after the order has been placed
  - 40 % after invoicing up to 6 weeks before the event
  - The remaining 10% and any subsequent invoices (e.g. variable catering costs) must be paid within 10 days of the invoice being issued.
3. Offsetting and rights of retention of the client are excluded.
4. Interest shall be charged on the remuneration and other claims arising from the contractual relationship at 4% p.a. above the respective base discount rate of the European Central Bank during the period of default.
5. In the event of non-compliance with the terms of payment, the agency shall be entitled to cancel the order without notice and to demand payment in full, irrespective of the agreed due date.
6. The statutory provisions on default of payment shall remain unaffected.

#### § 3 Withdrawal

If the client cancels the order before the event, which expressly includes the arrangement of transfers by limousine and bus, the agency shall charge the following cancellation fees:

- Up to 6 months before the event: 10 %
- From 6 months to 3 months before the event: 50 %
- From 3 months to 6 weeks before the event: 60 %
- From 6 weeks to 2 weeks before the event: 80 %
- From 2 weeks before the event: 100 %

#### § 4 Complaints

Complaints and notices of defects must be made in writing and must be received by the agency within 10 days of the event.

#### § 5 Force majeure

Events of force majeure shall authorise the agency to postpone the event or parts of the event for the duration of the hindrance and a reasonable start-up time. If the realisation of the event becomes unreasonable for one of the parties, it may withdraw from the contract in this respect.

#### § 6 Cancellation of artists due to illness

If an artist is cancelled due to illness up to three days before the event at the latest, the agency undertakes to endeavour to find a replacement. If the agency is unable to find a replacement for the sick artist, the remuneration shall be reduced by the amount of the fee due to this artist..

#### § 7 Damage caused by visitors to the event

The client must ensure (unless otherwise agreed in writing) that the staff, artists and objects at the event are not harmed by spectators and visitors. All costs arising from a lack of safety precautions shall be borne by the client. Otherwise, participation in all events is at the client's own risk.

#### § 8 Confidentiality

The content of the contract is subject to confidentiality and may not be disclosed to third parties. This applies in particular to the placement of artists. Infringements of this point shall result in an obligation to pay the agreed fee. Claims for damages remain reserved.

#### § 9 Concepts

The concepts submitted by the agency are its intellectual property and may not be implemented - even in part - without its express written authorisation.

#### § 10 GEMA Fees

Unless otherwise documented, the client shall bear any GEMA fees incurred.

#### § 11 Jurisdiction

Place of jurisdiction and place of fulfilment is Selfoss. Icelandic law shall apply exclusively.

#### § 12 Severability clause

Should one or more provisions of these contractual conditions be invalid, this shall not affect the validity of the remaining provisions.

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