

General Terms and Conditions of the Berliner Unterwelten e.V. (effective March 1, 2013)

applicable to participation in tours and seminars as well as attendance at events and exhibitions

Please note that the following English translation of the Berliner Unterwelten e.V. terms and conditions is provided for your convenience only. Whilst care has been taken to ensure its accuracy it does not replace or amend the original German terms and conditions. Where there are discrepancies between the original German and the English translated terms and conditions, the original German will be held to be correct. However, if negotiations are conducted in English, the English translation will be held to be correct.

§ 1 Scope of the General Terms and Conditions

The following terms and conditions cover the legal relationship between Berliner Unterwelten e.V. (referred to henceforth as "BU") and the participants (referred to henceforth as "participants") in our tours (public and group tours), seminars, exhibition projects, presentations, and other activities (referred to henceforth as "events"). If the participant is a merchant ("Kaufmann" as defined by German commercial law), the place of jurisdiction is Berlin.

§ 2 Conclusion of Contract, Safety and Security Briefing, Refund of Ticket Prices/Counterproof

1. The contract with participants in group events must be in writing and is concluded as follows: upon request BU will send the interested party a written offer ("service offer"). By signing and returning this offer, the interested party accepts the offer. It is generally the case that BU's offers for events are valid for 30 days after the offer was made.
2. The contract with participants in seminars must be in writing and is concluded as follows: the interested party fills out the registration form, and BU accepts this registration with the registration confirmation.
3. The contract with participants in public events is concluded by the sale of an entry ticket. The entry ticket is only valid for the event, date and time specified on the ticket. At the beginning of each event there will be a safety and security briefing for the participants. If participants miss this briefing, they cannot be admitted! In this case, paid entry tickets will not be refunded. However, the participant has the right to prove that no damage has been caused or that the damage is substantially lower than the price paid by the participant.

§ 3 Method of Payment

1. The price of the seminar must be paid by bank transfer to the account designated by BU at least two weeks before the seminar begins.
2. The price for group events must be paid - by choice of the participant - either in advance at least two weeks prior to the event, in cash directly after the event to the respective guide, or within 8 days of receiving an invoice from BU. Payment by invoice is only possible for billing addresses inside the Federal Republic of Germany. Invoices are issued after the event has taken place. EC or credit cards are not accepted.

§ 4 Conditions of Participation and Rules of Conduct

1. BU's events are generally not accessible to disabled guests. Smoking is prohibited. Guests are prohibited from bringing animals. Photography and filming is forbidden in facilities maintained by BU. Large bags and backpacks as well as bulky or sharp-edged objects are not permitted. Luggage storage is not provided. The instructions of BU personnel are to be followed at all times.
2. For some events there are age restrictions, or it is specified that minors must be accompanied by a parent or guardian. For some events there are certain clothing and/or equipment requirements. Details are available in the flyers and/or on the BU website and/or in the registration confirmation and/or during the safety and security briefing.
3. As a rule, children under 7 years old may not take part in BU events, as BU events are not suitable for this age group (with the exception of tour F/K - "Mama, was ist ein Bunker?"). In this context the BU refers to the Jugendschutzgesetz (JuSchG) (German child protection law), § 8. Due to the difficult and problematic themes referred to throughout our events it is the responsibility of the parent(s) or guardian(s) to decide whether children between 7 and 13 years old may take part in BU events.

§ 5 Limitation of Liability of BU, Non-Liability in Particular Cases

1. The liability of BU for contractual breach of duty or tort is limited to cases of intent and gross negligence. This does not apply in the case of a death; a bodily injury or damage to the health of the participant; or a violation of essential contractual duties. In this case BU is liable for every degree of fault. The liability in the case of a violation of essential contractual duties will be limited to the damages typically expected with this type of contract. Essential contractual duties are those whose fulfillment is necessary for the fulfillment of the contract, and on whose fulfillment the contract partners rely in regular cases.
2. In particular cases the owner or holder of a site may require the signing of a waiver of liability before giving access to the site. In this case the participant must sign such waiver of liability. If necessary, the form will be provided by BU for signature. The waiver of liability relates only to the legal relationship between the owner/holder of the object and the participant. The legal relationship between BU and the participant remains governed by the limitations of liability as described in § 5, number 1, sentences 1-5.

§ 6 Exclusion of Participants

Participants who are visibly intoxicated; who persistently disrupt the flow of a tour or other events; who endanger themselves or other persons; who act contrary to the instructions of BU personnel or the Conditions of Participation and Rules of Conduct according to § 4 of the General Terms and Conditions of BU; who do not accept the safety and security briefing or refuse to sign a waiver of liability (see § 5, number 2, sentence 1) can be refused entry or continued participation or permission to stay in the BU facilities by the guide or supervisory staff of BU. Where possible, the exclusion will only take place after the affected person has been warned. The ticket price will not be refunded for participants who have been excluded for the reasons specified in § 6. § 2, number 3, last sentence shall be applicable accordingly.

§ 7 Withdrawal from the Contract by BU, Cancellations by Participants

1. Where it is impossible or unreasonable to hold an event as a result of circumstances beyond the control of BU (for example: an act of God, sickness, public transportation strike, unavoidable maintenance or security measures), BU has the right to withdraw from the contract. Additionally, BU has the right to withdraw from the contract if the minimum number of participants - 5 persons for public tours and seminars and 7 persons for other events - is not reached.
2. BU must exercise its right of withdrawal as per § 7, number 1 without delay. Prices that have already been paid by the participant will be immediately refunded.
3. BU and its employees can use its right of withdrawal when it comes/they come to the conclusion that the participants present are significantly disrupting or hindering the orderly execution of the event; are a danger to the general safety or security; are making anti-constitutional remarks, engaging in anti-constitutional acts or using anti-constitutional symbols. In this case, paid entry tickets/prices will not be refunded. § 2, number 3, last sentence shall be applicable accordingly.
4. In the case of a contractually agreed group event, the participants/visitors have the right to cancel without giving reasons up to 7 days before the tour without incurring a cancellation fee. If the cancellation is made more than 24 hours in advance of the tour/event, 30 percent of the price will be charged as a cancellation fee. If the cancellation is made within 24 hours of the tour/event, 80 percent of the price will be charged as a cancellation fee. If a group does not appear at all for an event booked by them without prior cancellation, the entire price agreed upon will be charged. § 2, number 3, last sentence shall be applicable accordingly.
5. Changes in the registered and confirmed number of participants of more than 10% must, at least 24 hours prior to the event, be communicated to and be confirmed by BU in writing or by e-mail. Where this is omitted, and the number of participants is reduced, we will charge the full price to cover the costs of the BU employees no longer required. § 2, number 3, last sentence shall be applicable accordingly. Where an increased number of participants is not communicated to BU, we retain the right to exclude guests from the event where the number of guests exceeds our maximum group numbers and an adequate number of employees is not available.
6. BU has the right to cancel events if the safety of the participants cannot be guaranteed.

§ 8 Late Arrival of Participants/Visitors to Group Tours

We request that participants appear punctually for booked events (at least 15 minutes prior to the beginning of the event)! Should participants arrive late or at the wrong place for a contractually agreed tour, they are in default. In the case of a late arrival, the BU has the right to shorten the duration of the tour without compensation by the amount of time that the start of the tour was delayed. Where the guests are more than 15 minutes in default it is generally the case that they will lose their entitlement to the execution of that event, as the following time slot will usually be occupied by the next visitor group. Where this is the case, BU has a right to the agreed price for the event. § 2, number 3, last sentence shall be applicable accordingly.

§ 9 Protection of Data Privacy

BU processes the personal data of participants in accordance with applicable data protection regulations. If necessary, data shall be saved, processed and used in automated procedures. Data is not transmitted to third parties.

§ 10 Severability Clause

Should a regulation of the General Terms and Conditions be invalid or invalidated, this does not affect the validity of the remaining regulations.

Berlin, March 1, 2013

The Board (Der Vorstand)

Arnold

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Körner