

## Price List Tegel Sky Conference

A Company of the  
Flughafen Berlin Brandenburg GmbH:  
Berliner Flughafen-Gesellschaft mbH  
12521 Berlin · GERMANY

Terminalmanagement  
Tegel Sky Conference  
T +49 30 4101-3316  
F +49 30 4101-3313  
E sky@berlin-airport.de  
www.berlin-airport.de

### Room Prices

Room	Size in m <sup>2</sup>	Hourly hire rate (net)	Prices (incl. 19% VAT)	Flat-rate rental for 8 hrs (net)	Prices (incl. 19% VAT)
Cockpit	17	€ 45.00	€ 53.55	€ 315.00	€ 374.85
Tower	31	€ 50.00	€ 59.50	€ 350.00	€ 416.50
Wingtip	31	€ 50.00	€ 59.50	€ 350.00	€ 416.50
Airborne	39	€ 55.00	€ 65.45	€ 385.00	€ 458.15
Runway	50	€ 60.00	€ 71.40	€ 420.00	€ 499.80
Sunset	61	€ 70.00	€ 83.30	€ 490.00	€ 583.10
Skyline	64	€ 70.00	€ 83.30	€ 490.00	€ 583.10

### Room Combinations

Room Combination	Size in m <sup>2</sup>	Hourly hire rate (net)	Prices (incl. 19% VAT)	Flat-rate rental for 8 hrs (net)	Prices (incl. 19% VAT)
Sunset + Airborne	100	€ 120.00	€ 142.80	€ 840.00	€ 999.60
Airborne + Skyline	103	€ 120.00	€ 142.80	€ 840.00	€ 999.60
Sunset + Airborne + Skyline	164	€ 170.00	€ 202.30	€ 1,190.00	€ 1,416.10

### Event space

Floor space	Size in m <sup>2</sup>	Rental for 4 hrs (net)	Prices (incl. 19% VAT)	Rental per extra hr (net)	Prices (incl. 19% VAT)
Tegel Skyview	295	€ 1,200.00	€ 1,428.00	€ 350.00	€ 416.50

## Additional Services

Services	Price	Prices (incl. 19% VAT)
Conference phone	€ 40.00 per hour	€ 47.60
Projector and screen rental	€ 25.00 per hour	€ 29.75
Laptop rental	€ 20.00 per hour	€ 23.80
Lectern	€ 25.00 per hour	€ 29.75
Facilitator's kit	€ 25.00 per daily rate	€ 29.75
Flip chart (including 1 pad)	€ 20.00 per daily rate	€ 23.80
Magnetic board	€ 15.00 per daily rate	€ 17.85
Pin board	€ 15.00 per daily rate	€ 17.85
Projector screen	€ 10.00 per daily rate	€ 11.90
Colour copies	€ 0.50 per page	€ 0.60
Black-and-white copies	€ 0.20 per page	€ 0.24
Fax	€ 0.20 per page	€ 0.24

## Organisational Surcharge

An additional surcharge of 20% (on the room hire rate) will be charged for the following:

- Evening events (from 8 p.m.)
- Weekend events
- Events requiring additional preparations
  - Third-party catering companies
  - Companies events
  - Lighting and audio technology companies
  - Florists
  - Interior decorators
  - Security companies

## Cancellation Charges

> 72 hours	< 72 hours	< 24 hours	No Show
No charges	50%	75%	100%

The charges for booking the room(s) and additional services will be billed in an invoice. BFG reserves the right to insist on payment by credit card without stating its reasons. By submitting this order, the customer agrees that the invoice may be issued optionally either on paper or electronically.

## General Terms Tegel Sky Conference

### 1 General Information

- 1.1 These Terms and Conditions of Business apply to contracts for the temporary provision of conference, banquet and event rooms of Berliner Flughafen-Gesellschaft mbH (BFG) for the conduct of events such as banquets, seminars, conferences, exhibitions, special events, presentations etc. as well as for any and all additional services and deliveries related to the events which are performed by BFG for the customer.
- 1.2 The subletting or letting of provided rooms, areas or showcases and invitations to job interviews, sales events or similar events are subject to the prior written consent of BFG, whereby Section 540 (1) second sentence BGB [German Civil Code] is waived, provided that the customer is not a consumer.
- 1.3 Customer's terms and conditions of business do not apply unless their application has been expressly agreed in writing beforehand.
- 1.4 The customer is not entitled to utilise the facilities for the conduct of events at which extreme rightwing, racist, anti-Semitic or anti-democratic ideas are presented and/or disseminated, whether by the customer itself or by persons attending the event. Should persons attending the event be in violation of the above provisions, the customer is responsible for stopping the action and preventing any recurrence. In such cases, BFG is entitled to exercise its rights as property owner and to stop the event, effective immediately, or to prohibit persons from entering and/or remaining on the premises.
- 1.5 A general right to hire BFG conference rooms does not exist, in particular, but not solely, if and when the conference service is unable to fulfil the reservation order owing to force majeure, strikes, weather conditions or official orders.

### 2 Conclusion of the Contract

- 2.1 The contract is concluded by BFG's acceptance of the customer's order.
- 2.2 If and when a third party has placed the order on behalf of the customer, said party and the customer are jointly and severally liable with respect to BFG for fulfilment of any and all obligations pursuant to the contract.
- 2.3 BFG is liable for fulfilment of its obligations pursuant to the contract. Customer's claims for damage compensation are excluded. Loss or damage resulting from injury to life, body or health, provided that BFG is accountable for the breach of obligation, as well as other loss or damage resulting from intentional or negligent breach of obligations typical of the contract by BFG is excepted from the above provision. BFG shall be held equally accountable for any breach of obligation by its legal representatives or vicarious agents. If and when disruptions or defects occur in BFG's performance, BFG will strive to remedy the situation upon becoming aware of the circumstances or in response to the customer's immediate complaint. The customer is obligated to make any reasonable contribution to remedying the disruption and to keeping any damage or loss as low as possible. In other respects, the customer is obligated to notify BFG in good time of the possibility that exceptionally serious damage or loss will occur.
- 2.4 If and when the agreed starting and ending times of the event are changed and BFG agrees to these changes, BFG may bill the customer for its readiness to provide the additional services unless it is accountable for the changes. BFG reserves the right to bill the customer for additional expenditures such as setup and dismantling outside of opening hours.

### 3 Cancellation and Non-acceptance of Services

- 3.1 The customer may cancel a contract concluded with BFG free of charge at any time up to 72 hours before the start of the event in the reserved facilities. If the reservation is cancelled in the time between 72 hours and 24 hours before the start of the event in the reserved facilities, the customer shall bear 50% of the total costs. If the reservation is cancelled less than 24 hours before the start of the event in the reserved facilities, the customer shall bear 75% of the total costs.
- 3.2 If no notice of cancellation is given, the agreed price pursuant to the contract and for services ordered from third parties shall be paid in every case even if the customer does not utilise the contractual services (no show).
- 3.3 If and when a deadline for cancellation of the contract has been agreed in writing between BFG and the customer, the customer may cancel the contract at any time prior to the deadline without giving rise to any claims by BFG for payment or damage compensation. The customer's right of cancellation lapses if and when it does not exercise its right to cancellation by submitting written notice to BFG before expiration of the agreed deadline.

- 3.4 Moreover, BFG is entitled to cancel the contract for objectively legitimate reasons, including, but not limited to:
- Situations in which force majeure or other circumstances for which BFG is not accountable make performance of the contract impossible;
  - Situations in which the event facilities have been reserved on the basis of misleading or false information about circumstances of fundamental nature for the contract, e.g. about the person of the customer or the purpose of the event;
  - Situations in which BFG is justified in assuming that the event may endanger the orderly operation of business, the security or the public reputation of BFG, provided that it does not fall within the scope of BFG's control or organisation;
  - Situations in which the purpose or occasion of the event is illegal;
  - Situations which are in violation of Clause 1.4.

3.5 If and when BFG is justified in cancelling the contract, the customer does not have any claims to damage compensation.

#### **4 Terms and Conditions of Payment**

- 4.1 The customer is obligated to pay the agreed and/or applicable prices of BFG for these and any and all other services which it utilises. The above provision also applies to any and all services at the customer's request and any and all out-of-pocket expenses paid by BFG to third parties.
- 4.2 BFG invoices which have been issued without an express due date are due and payable without deductions within 14 days of the receipt of the invoice. BFG may request immediate payment from the customer of any due receivables at any time. In the event of default of payment, BFG is entitled to charge currently applicable default interest, at this time at a rate of 8% or, in the event of legal transactions involving a consumer, at a rate 5% above the base interest rate. The above provision is without prejudice to BFG's right to provide proof of greater loss or damage.
- 4.3 The customer may offset any claims of BFG solely against its own claims which are undisputed or finally adjudicated.
- 4.4 The customer agrees to the issue of BFG invoices in electronic or paper form at the latter's option.

#### **5 Technical Equipment and Connections**

- 5.1 If and when BFG procures technical and other equipment from third parties at the customer's request, BFG acts on behalf of and with the full authorisation of the customer and for the customer's account. The customer is responsible for careful handling and orderly return of the equipment. It hereby indemnifies and holds harmless BFG from and against any and all thirdparty claims arising from the provision of said equipment.
- 5.2 The customer's use of its own electrical equipment and data transmission facilities while connected to BFG's power network is subject to BFG's consent; granting of this consent may be subject to the supervision of a BFG technician, subject to charge. The customer is liable for any malfunctions or damage to the BFG technical equipment resulting from the use of such devices unless BFG is accountable for the malfunctions or damage. BFG may determine and charge a lump sum for the electricity costs incurred by the utilisation of the equipment. If and when the customer has been authorised to utilise its own telephone, fax and data transmission equipment, BFG is entitled to charge a connection fee. Accessing illegal internet sites is prohibited.
- 5.3 Any and all malfunctions of the technical or other equipment provided by BFG will be remedied immediately whenever possible. Payments may not be retained or reduced if and when BFG is not accountable for said malfunctions.
- 5.4 The customer is responsible for obtaining any official permits required for its event in good time and at its own expense. It is responsible for compliance with any public-law charges and other regulations

#### **6 Loss of or Damage to Objects Brought Along**

- 6.1 Exhibits or other objects, including personal items, which the customer has brought along are kept in the event rooms at the customer's own risk. BFG does not assume any liability for loss or damage, including pecuniary loss, unless BFG is culpable of gross negligence or wilful intent. Loss or damage from injury to life, the body or health is excluded from the above provision. Moreover, any and all cases in which the safeguarding of the objects represents an obligation typical of the contract in view of the circumstances of the specific instance are excluded from the exemption from liability.

- 6.2 Any and all decorative material and other objects brought along by the customer must comply with fire protection requirements and any and all other official regulations. BFG is entitled to request presentation of official certification. If and when certification of this type is not presented, BFG is entitled to remove any material which has been brought along at the customer's expense. The installation and mounting of objects must be agreed in advance with BFG because of possible damage.
- 6.3 Any and all exhibits and other objects which have been brought along must be removed immediately after the conclusion of the event. If and when the customer fails to do so, BFG may remove and store the objects at the customer's expense. If and when the objects remain in the event rooms, BFG may charge a reasonable compensation fee for utilisation for the duration. The customer is entitled to present proof that the aforementioned claim was not incurred or was not incurred in the requested amount.

## **7 Customer's Liability for Damage or Loss**

- 7.1 If and when the customer is an entrepreneur, it is liable for any and all damage to or loss of buildings or inventories caused by persons participating in or attending the event, associates, other third parties related to its activities or the customer itself.
- 7.2 BFG may request the provision of reasonable security (e.g. insurance, deposits, guarantees) from the customer.

## **8 Final Provisions**

- 8.1 Modifications of and amendments to this contract or these General Terms and Conditions of Business shall not be binding on the parties unless in writing. Any modifications or amendments undertaken unilaterally by the customer are invalid.
- 8.2 BFG headquarters is the place of performance and payment.
- 8.3 Proper law of the agreement is German law. The application of the CISG and provisions regarding conflict of laws is excluded.
- 8.4 Should individual provisions of these General Terms and Conditions of Business for Events be ineffective or invalid, the validity of the remaining provisions shall not be affected. Legal statutes apply in all other respects.

The Airport Company