

# **General Terms and Conditions of Stelzentheater & Kleinkunst GbR**

The following terms and conditions are basis for all contracts that Stelzentheater & Kleinkunst GbR (hereinafter referred to as STKK) concludes with clients / customers in the area of events. STKK provides the customer with the terms and conditions as an email attachment and it is the responsibility of the customer to take notice of these.

## **1. Contract**

The booking of STKK for an event is and the contract is concluded and mandatory with receipt of the booking confirmation by email or fax.

## **2. Services**

The contractual services include only the offer descriptions of STKK as well as the information in the booking confirmation, provided they are not contrary to the offer of STKK. Additional agreements require an explicit written confirmation.

## **3. Payment**

3.1 Payment is due 10 days after the end of the event or at the latest 10 days after invoicing. The invoice will usually be sent by e-mail one working day after the end of the event, in exceptional cases earlier.

3.2 Late payment entitles STKK to charge default interest amounting to 8% p.a. above the valid basic interests rate.

3.3 Discounts for immediate payment will not be allowed.

3.4 Deviations and additional agreements require an explicit written confirmation.

## **4. Changes in performance and services**

Changes in performance and services by STKK that become necessary after the conclusion of the contract are permitted, if the circumstances leading to the change have not been brought about by STKK in breach of good faith and insofar as the change is not material and reasonable for the customer. The STKK must notify the customer of any changes immediately after becoming aware of them.

## **5. Cancellation of contract by the customer**

Decisive for a cancellation is the receipt of the written declaration of withdrawal by the company Stelzentheater & Kleinkunst GbR, Managing Director: Björn de Vil, Torfwiesenau 9, 24226 Heikendorf.

STKK may demand compensation. This compensation claim is demanded from the customer according to the following table:

With effect of mandatory booking: The default fee amounts to 50% of the sum agreed upon (minus gas allowance).

A cancellation within 4 weeks will result in 100% default charge (minus gas allowance).

## **6. Rule of force majeure:**

STKK reserves the right to cancel shows from official wind force of 5 Beaufort on as the risk of overturning will be too high. In the event of thunderstorms, storms, rain, sleet, freezing rain or snowfall, no work is possible, as the costumes are soaked, become too heavy or can be damaged. STKK strives to perform during the dry phases. The bad weather risk is borne 100% by the customer.

At temperatures over 27 degrees in the shade or over 30 degrees in the direct sun, STKK reserves the right to perform one set less.

At temperatures below -5 degrees performances cannot be made, as already the building

up of the costumes will not work due to cold and stiff fingers. Whether the performance is possible will be decided by STKK on site.

Even for cancellations due to reasons not mentioned above, which are subject to force majeure, the fee is 100% payable. The customer is recommended to take out an event cancellation insurance.

#### **7. Underground and Solid footing**

STKK can perform on almost any surface. Cobblestone is no problem. But rain-wet, slippery stone floor with e.g. autumn leaves lying around could become problematic.

Further not more than two steps can normally be walked on standard stairs.

#### **8. Dressing / Change Room**

The organizer provides a dressing / change room (at least 3 x 2 meters in size) in the vicinity of the show, which can be reached without stairs and has a minimum ceiling height of 3 meters.

Doors must be at least 2.50 meters high. The performance or stilt walk starts as soon as the dressing / change room will be left.

In the warm season (May to September) a not publicly accessible parking lot in the immediate vicinity of the show without stairs to the entrance area is sufficient. STKK then starts from the parking lot and uses their car as a climbing aid. A stilt walk starts as soon as the actors get dressed and leave the parking lot.

If it is raining and no wardrobe is available in fixed rooms, the client is obliged to provide a mobile tent (at least 2.50 x 2.50 x 2.50 meters) which can be used by STKK.

#### **9. Provisioning**

The client provides a hot vegetarian, wholesome food meal and soft drinks. A portion of French fries is not considered a full meal. If no food is provided, STKK is entitled to eat at its own expense and to charge the costs to the client (max 15,00 € per person).

#### **10. Parking Space**

The client provides a free parking space. If this is not possible and parking fees are incurred, STKK is entitled to include these on the bill.

#### **11. Arrival**

Unless otherwise explicitly agreed, STKK plans to be on site one hour before the start of the first sets of stilt walks.

#### **12. Invalidity of individual provisions**

The ineffectiveness of individual provisions of the participation contract does not result in the invalidity of the entire participation contract.

#### **13. Place of Jurisdiction**

Place of jurisdiction is 24306 Plön in Schleswig Holstein, Germany

Heikendorf, November 1<sup>st</sup> 2019