



PR Agency Berlin: Our Terms

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PR Agency Berlin: Terms of Business

1. Subject matter of the contract

1.1 The following terms of business apply to all legal transactions conducted by [PR Agency Berlin](#) Eventelligence limited, with their contracting partner, hereafter referred to as the "contractor".

1.2 The subject of the contract is the delivery of the services described in detail in the order confirmation within the framework of the project outlined in said order confirmation. The services to be delivered by Eventelligence limited include in particular montage and demontage work, transport services and other light project-related tasks.

1.3 The available terms of conditions are only valid in relation to enterprises, legal entities of public law as well as publicly legal separate estates according to §§ 14. 310 Abs. 1 BGB.

1.4 Deviating, opposing or supplemental terms of business, even if known, are not a part of the contract, unless its validity is expressly agreed to in writing.

2. Legal status of the contracting partners

2.1 Eventelligence limited acts for the contractor as an independent enterprise.

2.2 Eventelligence limited utilizes predominantly independent service providers and collaborators for the completion of the contract.

2.3 Eventelligence limited may also use its own employees for the completion of the contract.

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2.4 The contracting partners are not empowered to act in the name of the other contracting party in legal transactions, to make or accept statements, and/or to substantiate obligations or responsibilities for the other contracting party.

3. Delivery and Services

1. Eventelligence limited expressly reserves the right to reasonable partial deliveries and services or to reasonable replacements and services, in particular subject to punctual supply in person.

2. As soon as circumstances occur, which make only partial delivery of services possible by Eventelligence limited or which makes service unavailable, the contracting party is to inform Eventelligence limited immediately of the threat of partial service capability or achieving no service. In this case Eventelligence limited is justified to withdraw, totally or partly from the contract against refunding any returns, as far as these were already furnished on service sections not available in advance.

3. Dates and times stated in the contract for deliveries are non-committing, as long as Eventelligence limited does not expressly describe in writing that delivery times are obligatory and/or fixed deals. The dates of delivery are agreed upon generally according to the planned service provider of Eventelligence limited and are understood as nonobligatory and subject to the availability of the assigned co-operation partners of Eventelligence limited as well as unexpected circumstances and obstacles, regardless of whether or not these arrive with Eventelligence limited or with the co-operation partner, in particular higher force, national measures, non-issuing of official permissions, labor disputes of any kind, sabotage, unexcused late delivery of material etc.

4. An obligatory agreed upon delivery time extends appropriately, as soon as Eventelligence limited is prevented from their compliance by circumstances, which presented neither by it or its organs or executing aides. The adherence to the dates of delivery presupposes the previous entrance of all documents, designs, exhibitions, plans, necessary for the client to complete the planned order, permission, co-operation-requiring releases, the adherence to agreed upon terms of

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payment as well as the availability of material, information and mechanisms, which are necessary for the successful and complete contribution of the achievement of the Eventelligence limited. If the client of Eventelligence limited does not follow this obligation to cooperate, the delivery time extends according to the duration of the appropriate delay.

5. If the delivery time expires due to one of the client's circumstances or because of the client's wishes, Eventelligence limited is entitled to demand replacement of the necessary multi-expenditures, in particular storage costs. In individual cases the proof of a smaller damage is open to the client.

6. Eventelligence limited is at any time entitled to reject the execution of services altogether or partly and independently of a received offer if substantial reasons are present. A substantial reason would be for example, the use of material at an illegal meeting, the exceeding of Eventelligence limited granted credit limits in accordance with § 4 NR. 7 or the negative result of a credit rating (e.g. with Schufa, Credit reform, Buergel etc..)

7. If Eventelligence limited takes over a contractual obligation for the production of a work, an acceptance has to take place via the client after the end of service. The denial of the acceptance because of insignificant deficiencies is excluded. The acceptance stands directly, if the client does not remove the contractual item within a period of 12 days of receipt of a written report from Eventelligence limited over the completion or from one of these acceptances provided by the client to the acceptance within appropriate period, although he is obligated to do this.

4. Implementation of the contract

4 .1 The contractor provides Eventelligence limited with such material, information and equipment as is necessary for the successful and complete delivery of the services by Eventelligence limited.

4 .2 Eventelligence limited is entitled to decline to implement the services, provided that compelling reasons exist. A compelling reason exists in particular if, in the estimation of Eventelligence limited, the service providers utilized, the quality

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of materials, or other conditions such as the ease of location of the project site endanger the successful implementation of the service.

5. Cancellation modalities, withdrawal

The contractor is entitled to withdraw from the order at no cost up to six weeks before commencement of the project. If withdrawal occurs up to ten days before commencement of the project, the contractor must recompense 60% of the agreed fee to Eventelligence limited. If withdrawal occurs less than eight days before commencement of the project, the contractor must recompense the entire agreed fee to Eventelligence limited

6. Deliveries and services

6.1 Eventelligence limited is only held to its written offer only through an important reason according to § 3 Nr. 6 and then only as long as the time stated in the offer. The offer obligation can exclude Eventelligence limited totally or partly, e.g. by the additive "offer not-binding". As soon as Eventelligence limited excludes the offer obligation totally or partly, Eventelligence limited is justified for the reservation of the revocation of their offer up to the entrance of the notification of acceptance, as soon as it is prevented from the offer execution due to an intermediate confirmation of other orders. The explanation of an appropriate reservation in the offer takes place for example via the additive "offer not-binding due to availability".

6.2. A contract is provided only with the written contract conclusion or written confirmation of the offer of Eventelligence limited, however, beginning at the latest with the execution of services. Form and extent of the Eventelligence limited owed achievements are determined – unless separately - exclusively according to contents of the closed order and/or the confirmation of the order offer.

6.3. Data in folders, other leaflets and on the Internet sides of Eventelligence limited represent neither the assumption of a warranty nor a condition risk.

6 .4 A contract is formed first with the written order confirmation or the order bid on the part of Eventelligence limited, however,

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at the latest with the start of the implementation of service.

6 .5 The right to reasonable part deliveries or services or to reasonable replacement deliveries and services on the part of Eventelligence limited remains expressly reserved.

6 .6 The date of delivery of the services is agreed in accordance with the expected service capacity of Eventelligence limited, is non-binding and subject to the punctual delivery of services by the collaborators utilized by Eventelligence limited It is also subject to unforeseen circumstances and obstacles, whether these affect Eventelligence limited or its collaborators, in particular acts of God, governmental measures, the non-issuance of official permits, labor conflicts of all kinds, sabotage, material deliveries which arrive late where no blame can be assigned or the non-appearance of service providers at the project location.

7. Remuneration, Conditions of payment

7 .1 The contractor pays Eventelligence limited the fee agreed upon in each order for the specified services. VAT and other mandatory levies in the country of delivery, as well as transport costs, accommodation costs and other expenses will be charged to the contractor in accordance with the relevant price list or in accordance with the individual order. If no price list or no specifications on the subject in the individual order, the following provisions apply:

The contractor will pay the hourly rate agreed upon in full and without deduction of break hours and for every started working hour.

The contractor will furnish each service provider utilized on the project with at least one warm and two cold meals within a twelve-hour period, in addition to unlimited cold and hot beverages, free of charge. Tap water shall not count as a cold beverage.

If the contractor does not provide sufficient catering supplies as specified in the paragraph above, a catering charge of 30 Euros per service provider per day will be levied, unless a

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different agreement is reached.

Transport costs will be reimbursed on submission of the fuel receipts.

7 .2 After completion of the services, Eventelligence limited will invoice the contractor for the agreed fee. Payment is due 10 days after the date of invoice without deductions. Cheques are accepted only as conditional payment. If the payment deadline is exceeded, Eventelligence limited is entitled to claim, without further warning, interest on arrears amounting to 2%, in terms of the "standard interest rate of the European Central Bank under the Discount Rate Transition Act". The right to assert a claim to damages over and about this amount is not affected.

7 .3 Eventelligence limited is entitled to offset payments in the first instance against outstanding debts. If costs and interest have already been generated due to arrears, Eventelligence limited is entitled to offset the payment first against costs, then against the interest, and finally against the main services.

7 .4 Any balancing of accounts or claim to a right of retention, due to counter claims which are not recognized by Eventelligence limited or not valid in law, is excluded.

7 .5 Insofar as the above conditions of payment are breached without justifiable cause, Eventelligence limited may at any time demand pro rata payment in the form of cash payments, advance payments or securities. All unsettled claims including those for which Eventelligence limited has accepted bills or has agreed payment in installments, shall in this case fall due immediately.

7 .6 The payment conditions provided relate to the credit limit specified by Eventelligence limited for each individual order. If the credit limit set in each particular case is breached, Eventelligence limited reserves the right to demand the remaining value of the order in advance. In the case of any modification made at a later date to the credit status, Eventelligence limited is entitled to demand payment pro rata against delivery or against the appropriate sureties, and to

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withdraw from the contract in the case of non-fulfillment.

8. Liability

8 .1 Unless otherwise stipulated in these provisions, any further claims on the part of the contractor - on whatever legal grounds - are excluded. Eventelligence limited therefore is in particular not liable for damages, lost profits, or other financial loss to the contractor.

8 .2 This notice of exemption does not apply if the damage is caused due to intent or gross negligence.

8 .3 Insofar as Eventelligence limited negligently breaches a contractually significant obligation, Eventelligence limited's liability to compensate for material and personal damage is limited to the indemnification stipulated in their liability insurance. Liability to pay is in any case limited to those damages that were foreseeable when the contract was concluded.

8 .4 To the extent that liability on the part of Eventelligence limited is excluded or limited, the same also applies to the personal liability of salaried employees, waged employees and other workers, representatives and assistants.

8 .5 The contracting partner will in the first instance assert any claims for compensation against service providers and project collaborators.

9. Secrecy, protection of patronage and exclusivity

9 .1 The contractor will use operational secrets, documents, knowledge and skills belonging to or relating to Eventelligence limited and its partners and customers only in order to deliver the services that are contractually owed to their customers, and will treat these assets as strictly confidential in dealing with to third parties.

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9 .2 The contractor shall maintain the strictest silence about all information regarding Eventelligence limited that does not occur in official publicity materials, announcements, or in the media of Eventelligence limited.

9 .3 The contractor undertakes to store all documents, materials and data carriers provided by Eventelligence limited in good order and out of reach of third parties.

9 .4 After the implementation of the contractual services, or after the completion of the individual order, the contractor shall return to Eventelligence limited all documents produced in the framework of and in connection with the individual order, all materials and information that have been provided, and all copies of these, promptly and without demand. To this extent, no right of retention exists.

9 .5 The contractor undertakes to refrain, for a period of two years after completion of the contract, from carrying out any business either directly or indirectly with those service providers and collaborators who have previously been employed by Eventelligence limited and who the contractor has been introduced to through Eventelligence limited. This protection of patronage clause also applies to actions taken preliminary to a business transaction.

9 .6 This protection of patronage clause supplements any other protection of patronage clauses which may exist between the contracting parties.

9 .7 If the above obligation in point 1.5 is contravened, a contractual penalty amounting to 25,000.00 euro (in words : twenty-five thousand) for each case of contravention shall be paid to (...) Eventelligence limited

9 .8. The contractor concedes to Eventelligence limited the right to have a lawyer, accountant or tax consultant examine the contractor's books and accounts where there exists a well-founded suspicion that protection of patronage has been infringed.

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10. Property

10.1. Eventelligence limited remains exclusive owner of all remaining contract objects.

10.2. Far sale, transfer by way of security, hypothecation or otherwise any loads are not permissible and these opposite ineffective without written agreement of the Eventelligence limited.

10.3. With seizing or other accesses third on the contractual item has to refer the client third to the existence of the retention of title and to inform the Eventelligence limited immediately in writing, in order to make for this possible the third contradiction complaint. As far as third is not for refunding the judicial and costs out of court of such a complaint able, the client is responsible with injury of aforementioned duty to warn for the loss.

10.4. For a legally caused property loss due to connection, mixture or processing of the contract object the client of Eventelligence limited is responsible for payment of damages equal to the replacement value of the contract object.

11. Special conditions for person alga position

11.1. There will be no work contracts agreed upon between Eventelligence limited employees and contract partners. The Eventelligence limited avails itself for appropriate fulfillment of a contract excluding independent service tenderers and co-operation partners.

11.2. Of the suitability of the personnel posed for the concrete employment the client before beginning of order execution has itself to convince. Objections are to be communicated the Eventelligence Limited at the latest on the first day of order execution. With justified objection the client is entitled to require in writing the exchange of the personnel. If the client hurts its test and obligation, it can deduce from this no rights.

11.3. The client has the personnel before beginning of the employment about the valid accident prevention and industrial safety regulations to inform as well as the guidance and monitoring of the execution of the individual activities - so far not contractually otherwise agreed - within own responsibility to make. The client is responsible for informing Eventelligence

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limited with special risks to personnel connected with certain services at latest before start of operation. If the activity for the assigned personnel presents special dangers, in particular health risks Eventelligence limited is justifiably to be removed from the contract, personnel immediately removed from the place of work. In the case that the client withdraws from the contract, Eventelligence limited is to be remunerated for the agreed upon amount, unless another offer is provided.

11.4. The client will provide Eventelligence limited with all material, information and mechanisms needed for personnel to successfully complete the contract agreed upon for the entire running time of the contract.

12. Cancellation, Withdrawal Terms

12.1. The client is entitled to withdraw from the order up to 6 weeks before the start of the project free of charge. If a resignation takes place up to 10 days before the start of the project, the client has to replace 60% of the agreed upon remuneration of the Eventelligence limited. If a resignation takes place less than 10 days before the start of the project, the client has to replace the complete agreed upon remuneration of the Eventelligence limited less any saved expenditures.

12.2. The proof remains to the client that in individual cases a smaller refund amount than appropriate is being set.

13. Prohibition of Counterclaims

13.1. The right for set-off with counterclaims of the client is impossible, as far as these are not validly determined or undisputed.

13.2. Place of legal venues is Berlin, Germany

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