

General Terms and Conditions (GTC) of the Agency iventos

1. Scope of Application

These General Terms and Conditions apply to all contracts, services, and deliveries of **iventos, owner Marc Pickel, Feldstraße 9a, 44867 Bochum, Germany** (hereinafter referred to as “the Agency”) towards entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter referred to as “the Client”).

Deviating or supplementary terms and conditions of the Client shall not become part of the contract unless their validity is expressly confirmed in writing.

2. Scope of Services

The Agency provides services in the fields of **event conception, planning and implementation, artist and supplier booking, communication measures, as well as graphic and web design services.**

The specific scope of services results from the respective offer or contract.

3. Offers and Concept Protection

1. Offers made by the Agency are non-binding and subject to change.
 2. Concepts, drafts, presentations, and cost estimates prepared by the Agency are the intellectual property of the Agency and protected by copyright law.
 3. Any use, in whole or in part, is only permitted with prior written consent and upon conclusion of a contract.
 4. If the Client uses the concept or any idea, design, or structure contained therein — in whole or in part — without placing an order, the Agency is entitled to charge an appropriate **concept development fee**. Unless otherwise agreed, this amounts to **10% of the total fee stated in the offer** or of the estimated project value.
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4. Conclusion of Contract

A contract shall only be concluded upon written confirmation by the Agency or by the actual execution of the commissioned service.

Oral side agreements require written confirmation.

5. Prices and Terms of Payment

1. All prices are quoted **net, plus statutory VAT**.
 2. For **new Clients**, a **deposit of 50%** of the agreed contract amount is due upon order confirmation. The remaining balance is payable **after completion of the service**, no later than **14 days after invoicing**, without deduction.
 3. Different payment terms may be agreed for recurring Clients.
 4. In the event of default, the Agency is entitled to charge interest on arrears in accordance with Section 288 of the German Civil Code (BGB).
 5. Additional services, extra work, or changes requested by the Client that are not included in the offer will be invoiced separately based on the Agency's current rates.
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6. Cancellations by the Client

If an order is canceled by the Client, the following fees apply:

- up to **60 days before the event date**: 20% of the agreed contract amount,
- up to **30 days before the event date**: 50%,
- up to **14 days before the event date**: 75%,
- from **14 days or less before the event date**: 100% of the agreed contract amount.

Any third-party costs already incurred (e.g. artist fees, technical services, logistics) will be charged in full if no reimbursement from third parties is possible.

7. Client's Duties to Cooperate

The Client undertakes to provide the Agency with all necessary information, documents, and approvals in a timely manner.

Delays caused by late submissions are not the responsibility of the Agency.

The Client shall appoint a contact person and bear any costs arising from required permits or third-party providers.

8. Liability

1. The Agency shall only be liable for damages caused intentionally or by gross negligence.
 2. In cases of slight negligence, liability shall be limited to the breach of essential contractual obligations (cardinal obligations) and restricted to typical, foreseeable damages.
 3. Any further liability, in particular for loss of profit or consequential damages, is excluded.
 4. The Agency assumes no liability for services provided by third parties (e.g. artists, technicians, caterers, subcontractors) commissioned or mediated on behalf of the Client; such third parties are solely responsible for their performance.
 5. The Client bears the responsibility for the legal admissibility of all provided content (e.g. advertising materials, photos, texts).
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9. Copyright and Usage Rights

All concepts, texts, layouts, graphics, presentations, and other works created by the Agency are protected by copyright.

Without express consent, they may not be altered, duplicated, passed on, or otherwise used.

The agreed usage rights shall only be transferred to the Client upon full payment of the agreed remuneration.

The Agency reserves the right to include a copyright or agency credit on materials it has created.

10. Data Protection and Confidentiality

Both parties agree to treat all information received during the cooperation as confidential and not to disclose it to third parties.

The Agency complies with the provisions of the GDPR and processes personal data exclusively within the scope of the commissioned services.

11. Final Provisions

1. Amendments or additions to these GTC must be made in writing.
 2. The place of performance and jurisdiction is **Bochum, Germany**.
 3. German law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
 4. Should any provision of these GTC be invalid, the validity of the remaining provisions shall not be affected.
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Supplementary Terms for Graphic, Design, and Web Services

1. Duties of the Client

The Client must provide all necessary content (texts, images, graphics, logos, etc.) in digital form and sufficient quality.

Change requests to approved drafts that result in additional work may be invoiced separately.

All files must be supplied in the agreed formats and resolutions (e.g. AI, EPS, SVG, PSD, TIF, JPG, PNG, GIF).

2. Responsibility and Liability

The Client is solely responsible for the legality and accuracy of the provided materials and shall indemnify the Agency against any third-party claims arising from their use.

The Agency is not liable for technical malfunctions or software updates (e.g. by providers, theme developers, or plugins).

3. Usage Rights

Upon full payment, the Client receives a non-exclusive, perpetual, and worldwide right to use the works created by the Agency.

Fonts, plugins, themes, and software components are subject to separate license agreements.

For web projects, the Agency reserves the right to place a credit and hyperlink to **iventos.de** in the Client's website imprint.

4. Technical Requirements (Web)

The following minimum requirements must be met for web projects:

- SSL certificate
- FTP access with write permissions
- at least 5 GB webspace
- PHP version 8.1 or higher, MySQL 5.7 or higher
- sufficient PHP memory limits (min. 256 MB / 512 MB for e-commerce sites)

The Client must ensure administrative access to the server.

5. Disclaimer

The Agency is not liable for:

- Modifications or failures caused by third parties (e.g. providers, theme or plugin developers),
 - Copyright or licensing issues concerning fonts,
 - Failures due to force majeure, illness, or death.
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