

### § 1. Applicability

1. The CHAMÄLEON Theatre GmbH (hereinafter referred to as "Theatre") offers special group conditions for the purchase of 15 or more tickets for one event (hereinafter referred to as "Group Booking"). These Terms and Conditions regulate the legal relationship of such Group Bookings between the Theatre and the Customer, as well as the related services of the Theatre. Other terms do not apply.
2. These Terms and Conditions can be viewed, saved, and printed via our website [www.chamaeleonberlin.com/de/agb](http://www.chamaeleonberlin.com/de/agb).

### § 2. Programs, Start Times

1. The current program with the start times can be found in the official publications of the Theatre.
2. The rights to changes to the program and cast remain reserved.

### § 3. Prices of Admission

1. The Theatre shall publish the respective valid prices of admission at the box office and the website.
2. All indicated prices include the statutory VAT and are subject to respective shipping costs.

### § 4. Group Rate

1. We offer groups (from 15 people) and/or student groups accompanied by a supervising teacher reduced ticket prices – subject to availability.
2. Admission to the event is granted only to the group as a whole.

### § 5. Ticket Requests and Conclusion of Contract

1. A non-binding booking request (ticket request) can be made to the Theatre for group bookings (e.g. a school class/company group).
2. After checking the availability, the Theatre will provide the customer with a binding offer with special group conditions, which can only be accepted within the timeframe referred to therein (§ 148 BGB).
3. An effective agreement is made when the customer accepts the offer within the given timeframe or pays the price referred to therein. The customer named in the group booking becomes the contractual partner. If the customer does not accept the offer from the Theatre within the given timeframe, the offer expires.

### § 6. Payment

1. Unless another term of payment has been agreed, the customer shall pay the agreed price to the Theatre within 7 days after receipt of the invoice.
2. If the Theatre has not registered the receipt of payment by this time or by the agreed to term of payment, the Theatre is entitled to withdraw from the contract.
3. The Theatre is entitled to demand a reasonable advance payment from the customer or to invoice the purchase price. The parties will agree regarding the amount of advance payment and the payment dates for the invoice.

4. The Theatre may involve third parties in the fulfilment of the services incumbent upon it. The customer agrees to service through third parties.
5. Invoices from the Theatre for own or third party services without a specific term of payment are to be paid within 7 days of receipt of the invoice.

### § 7. Issuance of Tickets

1. The customer shall check the accuracy of the tickets immediately after receipt of the tickets.
2. The commercial resale of tickets for the Theatre is prohibited. Contract partners of the Theatre are excluded. This applies in particular to tickets reduced based on special group conditions.
3. On request, tickets that have been paid can be sent by mail. The customer carries the costs and risk of shipping.
4. Access to an event will only be granted with a valid ticket. No replacement or refund will be made if a ticket is lost.
5. There is no right to admission after the start of the event. If a customer is not granted admission due to late arrival, the customer does not have a claim to a refund of the ticket price.

### § 8. Return of Tickets

1. The return of sold tickets for a refund of the purchasing price is generally precluded. The Theatre decides about the return of tickets on a case-by-case basis.
2. If an event cannot take place on the scheduled date through no fault of the Theatre (e.g. force majeure, absence of an artist due to illness), then the ticket purchased for this event retains validity for an alternative date.
3. The ticket price will only be refunded if an alternative date does not take place or if the event is cancelled in general, and if the purchased tickets are returned within 14 days. The shipping costs will not be reimbursed.
4. The customer has no further claims, unless regulated in these terms and conditions.

### § 9. Checkroom

1. Wardrobe or items which would be a disturbance during the event, such as bags larger than a DIN4 piece of paper, must be dispensed at the cloakroom for storage for a fee before the beginning of the event.
2. The return of the stored items can only be made against production of a cloakroom ticket.
3. Swapped, damaged, or lost cloakroom items as well as the loss of the cloakroom ticket must be reported to the Theatre on the day of the event. In such cases we will make a declaration of damage. This document will serve you and us as evidence of the loss and for further processing.

### § 10. Image and Audio Recordings

- Image and/or audio recordings by the customer of any kind are strictly prohibited, especially during the event.

**§ 11. Liability of the Theatre**

1. The Theatre is not liable for expenses incurred by the customer due to necessary cancellation or postponement of the event for reasons beyond the Theatre's control. The customer is in this respect responsible for ascertaining whether the event is actually taking place at the intended time.
2. Unlimited liability: We assume full liability for wilful intent and gross negligence, and in accordance with the Product Liability Act. In cases of slight negligence, we assume liability for damage resulting from violation of life, body, and healthy of persons.
3. Further limited liability applies: In cases of slight negligence, we assume liability only in the case of violation of a substantial contractual obligation, whose fulfilment would allow for the proper implementation of the contract in the first place and on the compliance of which you can regularly trust (cardinal obligation). The liability for slight negligence shall be limited to foreseeable damages at the time of conclusion of the contract, which are typically to be expected within the scope of the agreement. This limitation of liability applies in favour of our vicarious agents.
4. All claims against the Theatre generally come under the statute of limitations of a year from the legal start of the contract. Claims for compensation of the customer from the injury of life, body, or health, and/or claims for damages based on an intentional or roughly negligent duty injury of the Theatre are excluded from this. The legal statutes of limitation apply.

**§ 12. Liability of the Customer**

1. The customer will ensure that the participants of the group booking know and comply with the rules specified herein.
2. The customer is liable to the Theatre for all the damages caused by themselves or participants of the group booking.

**§ 13. Changes to the Conditions**

1. We reserve the right to modify and adapt these Terms and Conditions with effect in the future.
2. You will be notified about changes or additions to the General Terms and Conditions by e-mail at the latest two weeks before their going into effect, without the changed or added conditions being sent in detail or the new version of the Terms and Conditions being sent as a whole; the information about the changes or additions will suffice. With the announcement, we will send a link at which the new version of the Terms and Conditions can be viewed as a whole.
3. If you do not object to the changes or additions of paragraph 1 within 14 days of the date of notification of the change or addition, this stands as agreement to the change or supplement; we will indicate this separately in the announcement.

**§ 14. Final Provisions**

1. If these terms and conditions contain ineffective regulations, the effectiveness of the remaining provisions will remain unaffected. The parties are obliged to replace the ineffective provision by an effective provision that comes closest to the economic interests of both parties. This also applies if a lacuna results following the execution of the terms and conditions which must be amended.
2. German law shall be exclusively applicable to these terms and conditions and contracts between the customer and the Theatre.
3. The exclusive competent court of jurisdiction for all disputes arising out of or in connection with these terms and conditions is Berlin, assuming the customer is an agent, legal person of public law, or a special fund under public law.