

**C&C Agency – Cornelia Janisch
General Terms of Business**

1. Parties

The following Terms of Business shall apply to the client, hereinafter referred to as Principaland the Contractor
C&C Agency

2. Scope of Services

2.1. The scope of the contractual services and the fee are laid down in the written offer.

2.2. Any secondary agreements or amendments affecting the scope or the price of the contractual service require an explicit agreement by the contract partners and shall be made in writing without delay.
The offer shall in the event of a written order be valid subject to the availability of the service providers and must upon placing of the order be re-confirmed by C&C Agency.
It will provide a written confirmation within 10 working days from the receipt of the order.

2.3. C&C Agency shall in agreement with the Principal be entitled to alter parts of the event program in deviation from the description of the services. Such alterations shall be defined in writing without delay.

2.4. Upon the Principal's request C&C Agency shall collect quotations from adequate suppliers and subcontractors. The choice of the suppliers and subcontractors shall be the responsibility of C&C Agency.

2.5. C&C Agency will exercise due care in the provision of its services taking into account the interests of the Principal and will advise the Principal thoroughly. C&C Agency will carry out the preparations for the events, the choice, and the supervision of the suppliers and subcontractors to the best of its knowledge.

2.6. C&C Agency offers the Principal to purchase a Third Party Liability Insurance for Organisers for the event subject to possibility. The Principal shall be billed for all appertaining costs.

3. Financial Issues

3.1. The Principal shall provide C&C Agency with a budget in accordance with the written quotation of costs independently from the agreed concept - or fee. This budget may be exceeded by the Agency only subject to the Principal's explicit written approval.

3.2. The break-down of costs as in the order confirmation and the fee for C&C Agency contained therein as well as the payment modalities are deemed to have been agreed.

3.3. The offer is based on a minimum number of participants. If such minimum number is not reached C&C Agency reserves the right to re-calculate.

3.4. If the event for any reasons whatsoever does not take place C&C Agency shall be entitled to bill a reimbursement for the expenses already incurred and an adequate partial payment to the Principal.

3.5. If the Principal invites C&C Agency to submit an offer and if the contract is not placed with C&C Agency, C&C Agency shall be entitled to bill an adequate fee for the services already provided.

4. Payment modalities

4.1. The Principal shall transfer of the grand total of the contract net of charges immediately after the contract has been placed and the down-payment invoice has been received.

Another of the grand total shall be paid no later than before the start of the event as in the down-payment invoice and net of charges.

The remainder plus any special services shall be invoiced directly after the end of the event as part of the final accounts.

4.2. The final invoice shall be verified by the Principal immediately upon receipt and shall be paid no later than ten days after the issue date.

4.3. Any costs resulting from the execution of the event such as various taxes, charges, levies, and copyright fees (AKM) etc. shall be borne by the Principal.

4.4. Wherever not explicitly mentioned in the offer of services personal expenses, meals, all beverages, tips, pre-inspection-trips, transfer costs, guiding, and any other costs occasioned are not included in the offer price.

5. **Cancellation terms**

In the event of a cancellation by the Principal after a written or oral order has been placed C&C Agency shall charge the following cancellation fees

- as from a maximum of 90 days before the event date 20% of the event costs
- as from a maximum of 60 days before the event date 30% of the event costs
- as from a maximum of 30 days before the event date 60% of the event costs
- as from a maximum of 10 days before the event date 100% of the event costs

6. **Termination, withdrawal**

6.1. The Principal shall be entitled to terminate the contractual relationship with C&C Agency at any time. The early termination of the contractual relationship shall, however, involve the mandatory payment of the cancellation fees by the Principal as in Chapter 5 or of the agreed fee as the case may be.

6.2. C&C Agency shall be entitled to terminate the contract if the Principal fails to make the agreed partial payments by the due date.

6.3. Complications, threats, and impairments of an important nature by unpredictable and unusual circumstances such as war, domestic unrest, epidemic diseases, natural catastrophes, destruction of accommodation shall entitle either party to withdraw. The Principal shall pay compensation for services already provided and services to be provided still.

7. **Liability**

7.1. C&C Agency shall purchase a sufficient Third Party Liability Insurance for Organisers for the event. C&C Agency shall not be liable for services provided by subcontractors and the respective agencies shall be exclusively liable. The Principal understands that action sports (rafting, hang-gliding, para-gliding etc.) may harbour above-average risks and it will inform its participants accordingly.

7.2. In addition, it is also recommended that the Principal purchases comprehensive insurance guaranteeing immediate help in the event of accidents or illnesses.

8. **Venue**

The parties agree on Vienna as the place of business of C&C Agency as venue and the application of Austrian law.

9. **AOB**

All the created concepts are the exclusive property of C&C Agency.
C&C Agency shall have the sole right to submit projects (e.g. submission for event awards, etc....).

After the contract has been signed the Principal agrees that C&C Agency is entitled to mention the projects handled for the Principal in the media including the principal's name.

9.1. The parties agree that they will treat any knowledge obtained on the other party through its business relationship subject to confidentiality and to continue to do so even after the end of the contractual relationship.

9.2. Should any individual provisions of these General Terms of Business prove or become invalid or unenforceable such conditions shall automatically be replaced by valid and enforceable provisions coming closest to the intended purpose. The remaining conditions shall remain unaffected.

9.3. The Principal is informed that data are saved as part of the contract handling procedure.