



# Düsseldorf Congress

## GENERAL TERMS AND CONDITIONS FOR EVENTS

for the venues:  
CCD Congress Center Düsseldorf,  
HORISUM,

Last amended: August 2018

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## Section 1 - Area of application

1. The CCD Congress Center Düsseldorf, the multi-purpose halls 6, 8a, 8b and other halls of Messe Düsseldorf (HORISUM) (hereinafter referred to as utilisation object(s)) are marketed, in part operated and rented out by Düsseldorf Congress GmbH (hereinafter referred to as Düsseldorf Congress).

2. The General Terms and Conditions for Events (GTCE) of Düsseldorf Congress GmbH (hereinafter referred to as Düsseldorf Congress) are applicable to the hiring out of event space, halls and rooms, to the provision of event-accompanying work and services during events as well as to the provision of mobile facilities and technology. They are applicable in particular to events in the following buildings (hereinafter referred to as venues):

3. Additional and/or conflicting general terms and conditions of the tenant shall only apply if Düsseldorf Congress has explicitly recognised them in writing.

## Section 2 - Creation of the contractual relation, extensions to the contract.

1. . Event contracts shall only be effective if concluded in writing and signed by both contract parties. The requirement of the written form also applies for cancellation of this written-form clause. As a rule, Düsseldorf Congress will forward two signed copies of the event agreement plus appendices (offer of contract). Following countersignature, the contract partner shall return one copy to Düsseldorf Congress (acceptance of contract) within the period for return (deadline for acceptance) stated in the event agreement. The event agreement shall apply as concluded in legally binding manner upon receipt of the acceptance of contract by Düsseldorf Congress.

2. . If, in deviation from Number 1, Düsseldorf Congress sends the contract partner non-signed copies of a proposed contract, the contract shall not come about until the contract partner signs two copies, returns them to Düsseldorf Congress by the date stated in the contract, and receives a countersigned copy of the contract back.

3. If extensions or amendments to the contract are agreed within the scope of the event planning and execution of the contract, the requirement of the written form shall be considered adhered to if the respective declaration is forwarded in electronic form or by facsimile and confirmed by the other party. Verbal agreements must be confirmed in writing immediately in the same manner.

4. Verbal, electronic or written reservations for a specific event date shall merely keep the option open for subsequent conclusion of a contract. They shall be issued for a limited period only and are non-binding in respect of the subsequent conclusion of contract. They shall end at the latest upon expiry of the deadline (for return) stated in the reservation or contract. No claim exists to extension of an expiring option. Reservations and event options are not transferrable to third parties. The repeated holding of an event or the repeated provision of rooms and space on specific dates shall not create any rights for the future, unless a corresponding individual ruling is made in the contract. Reservations and options shall end at the latest upon expiry of the deadline for return stated in the accompanying letter to the contract. As such, there is no need for separate notification to the contract partner.

## Section 3 - Contract partners, organiser, event manager

1. The contract partners are Düsseldorf Congress as operator of the venue, and the contract partner as user of the venue (hereinafter referred to as **Organiser**). If the Organiser organises the event for a third party (e.g. as agency), it must disclose this to Düsseldorf Congress and name the third party to Düsseldorf Congress in writing, at the latest upon conclusion of the contract. As contract partner of Düsseldorf Congress, the Organiser shall remain responsible for all obligations incumbent on the "Organiser" under the wording of the present GTCE. Any change of Organiser or gratuitous or non-gratuitous hiring out of the venue, in part or in full, to a third party, requires the express written consent of Düsseldorf Congress.

1. If the tenant is not also the organiser (but, for example, an agency), he must name the organiser in writing in the rental agreement and inform him of all main and accessory contractual obligations. The tenant shall remain responsible to Düsseldorf Congress for fulfilment of all obligations. In such cases, the organiser shall be a vicarious agent of the tenant. The tenant must accept actions and declarations of the organiser and of the persons appointed by him in the same way as own actions and declarations for and against himself.

2. If the contract does not make reference to any third party as organiser in addition to the tenant, the tenant shall be the organiser and shall therefore be required to implement all obligations for which the organiser is responsible as per the wording and the content of the rental agreement, the present GTCR as well as the "Safety regulations for events".

3. The paid or unpaid hiring out of space, halls or rooms – either in part or in full – to third parties by the tenant/organiser requires the prior, written consent of Düsseldorf Congress. Consent shall apply as given if the third party is mentioned by name in the contract.

4. In the case of accompanying specialist exhibitions, approval for the hiring out of space to exhibitors (third parties) shall apply as given if the exhibition is described as such in the contract or in a specification and schedule of prices.

5. Prior to the event, organiser must inform Düsseldorf Congress in writing of the name of a person entrusted with management of the event and authorised to take decisions who will assume the function and duties of the event manager as per the Ordinance on the Construction and Operation of Special Constructions – Part 1 Meeting Locations - (hereinafter SBauVO) for the organiser in accordance with the "Safety regulations for events".

6. Failure to comply with the obligations of the tenant/organiser under these GTCE can result in restriction or cancellation of the event.

## Section 4 - Rented item

1. The hiring out of the venue, of event rooms and space will be on the basis of the officially approved escape-route and seating plans with fixed visitor capacity and for the purpose stated by the tenant. The precise designation of the venue, of the maximum visitor capacities and of the utilisation purpose will be set out in writing in the event agreement or as an appendix thereto. If no information is provided on visitor capacities, the contract partner can inspect the existing, approved escape-route and seating plans at any time subject to indication of his event planning. In all cases, the tenant must ensure that under no circumstances are more visitors admitted to or more tickets circulated for an event than the visitor capacity set out in the approved escape-route and seating plan.

2. The tenant is obliged to treat the rented item with care and consideration.

3. Alterations to the venue, rooms and space hired out (for example to fixtures), alterations to escape-route and seating plans as well as additional structures and fittings are only permitted with the prior, written consent of Düsseldorf Congress and following obtaining of any official approvals required. Any official approvals required (planning permission, changes in use) must be applied for and processed via Düsseldorf Congress. The duration, costs and risks of the capacity for approval shall be 100% for the account of the tenant.

3. In the case of events scheduled to take place on Sundays or public holidays, responsibility for applying for exemptions under the law on Sundays and public holidays (Public Holidays Act NRW) shall lie with the Organiser. This shall also apply in respect of the assessment of trade fairs and exhibitions under commercial law and the related exemptions. If the Organiser intends to hold its event on a Sunday or a public holiday, it is advised to submit a preliminary enquiry to the responsible authority before concluding the contract. In other respects, the "Safety Provisions for Events" of Düsseldorf Congress must be complied with in terms of all safety-relevant obligations to inform and to obtain approval.

4. If the Organiser does not hire the entire venue, he shall not have the right to exclusive use of entrances/exits, foyer areas, function areas such as toilets, cloakrooms or outdoor areas. He must tolerate joint use of these areas by other contract partners, their visitors and Düsseldorf Congress. If several events are held simultaneously in the utilisation object, each contract partner must act such that there is no reciprocal disturbance of the respective other event. The tenant has no contractual claim to restriction of the event of another contract partner.

5. Düsseldorf Congress is entitled to enter the venue hired out during the setting-up and dismantling phase as well as during an event for security and/or operational reasons.

#### **Section 5 - Payment for use, operating costs, ancillary costs, value added tax**

1. The contractually agreed remuneration is shown in the event contract or in a calculation enclosed with this contract. Also payable is the remuneration for the further services which cannot be calculated accurately until the end of the contract, as well as for any additional services ordered retrospectively. These services will be charged on the basis of the pricelists A-D, applicable at the time of the respective event. All remuneration agreed is to be understood as subject to statutory turnover tax as applicable at the place of performance at the time of the provision of the service.

2. The information on the services and remuneration is based on the respective status of the event planning. Any changes in the event planning will result in updating and forwarding to the organiser of the amended calculation or overview of costs and services.

3. All building-technology installations and facilities as well as all technical facilities which the tenant orders from Düsseldorf Congress for his event must be connected and operated exclusively by the technical personnel or technical service partners of Düsseldorf Congress. Costs incurred in connection with the presence and work of the technical personnel shall be for the account of the organiser.

4. In accordance with Section 40 SBauVO "Persons responsible for event technology or event technology experts" must be provided at the expense of the organiser for the setting-up and dismantling of stage, studio or lighting facilities. Details concerning the appointment and compulsory presence can be seen from the "Safety regulations for events" of Düsseldorf Congress.

5. The scope of the fire-brigade, police, first-aid, security personnel and stewards required depends on the nature of the event, the number of visitors and the specific risks of the individual event. The costs incurred through the presence and work of these services shall be for the account of the organiser as will the costs for the materials used by these services in the performance of their duties.

6. The complete settlement shall take the form of a final invoice at the end of the contract term based on the services provided as well as on the operating and ancillary costs incurred. Any advance payments already made will be offset against the final invoice.

7. Payment must be made to the account of Düsseldorf Congress within 10 days of invoicing. In the event of default on payment, Düsseldorf Congress shall be entitled to charge companies and persons acting commercially default interest of 9 percentage points above the ECB base rate of interest as well as a lump-sum default charge of 40.00 EUR.

8. The landlord has waived exemption from turnover tax as per Section 9 UStG (Turnover Tax Act) on renting out of the rented item and has claimed reimbursement of input tax concerning the building costs within the scope of the construction of the building.

The tenant hereby assures that he uses the rented item exclusively for turnover that does not exclude the deduction of input tax (Section 9 paragraph 2 UStG). In the event of (partial or complete) subletting of the rented item by the tenant, the tenant shall also subject his subtenant to this obligation and, within the scope of the subletting, shall himself waive exemption from tax on the rental turnover as defined in Section 9 UStG,

i.e. shall opt for compulsory payment of turnover tax. In the event of failure to comply with this ruling by the tenant or the subtenant, the landlord may incur major damage which must be reimbursed by the tenant if the tenant is guilty of violation.

#### **Section 6 – Handover, return**

1. Upon handover of the event rooms and space, the organiser is obliged, at the request of Düsseldorf Congress, to tour and inspect the venue, including the technical facilities, emergency exits and escape routes. If Düsseldorf Congress requires the organiser to nominate a representative authorised to take decisions, this representative must take part in the inspection if so desired by Düsseldorf Congress and must familiarise himself with the venue during the inspection.

2. If defects or damage to the subject matter of the contract is/are detected during the contract term, the tenant must notify Düsseldorf Congress of this immediately in writing. If one party (Düsseldorf Congress or the organiser) requests the drawing up of a handover report noting the condition and possible defects or damage, the other party must cooperate in this respect. The party requesting the report must draw it up.

3. Items, structures, decorations and similar, brought in by the organiser or by third parties on his/their behalf during the contract term, must be removed completely by the organiser by the end of the agreed contract term and the original condition restored. Following ending of the contract term, the items brought in can be removed by Düsseldorf Congress at the expense of the organiser; Düsseldorf Congress shall not be liable for these items left behind. Düsseldorf Congress is entitled to place these items, left behind and not collected at the latest one day following the end of the rental period, into storage with a freight forwarding company at the expense of the organiser.

#### **Section 7 – Catering, merchandising, ban of smoking**

1. As a fundamental rule, the organiser is not allowed to offer food, drinks, refreshments or similar, either himself or through third parties, on the premises, in the event rooms and space, or to bring such into the event rooms and space. The exclusive catering rights in the event rooms and space lie with Düsseldorf Congress and its contractually affiliated gastronomy companies.

2. The organiser is not permitted to become involved in any commercial activity over and beyond the direct organisation of the event or to appoint commercial entities such as merchandisers, flower, tobacco sellers for his events without the prior, written consent of Düsseldorf Congress. In the event of Düsseldorf Congress issuing its consent, an agreement will be made concerning whether and to what extent the organiser has to pay additional rights of use and/or shares in sales to Düsseldorf Congress.

3. Smoking is not permitted in the venue. The Organiser must ensure enforcement of the smoking ban pursuant to the NRW Non-Smoker Protection Act. The Organiser has an obligation with respect to the visitors to enforce the smoking ban. In the event of violations, it must take the necessary measures to prevent further violations.

- a. A general smoking ban applies in the rented objects.
- b. The tenant/organiser is responsible for ensuring implementation of the smoking ban as per the NRW Law on the Protection of Non-Smokers. The tenant/organiser has an obligation with respect to the visitors to assert the smoking ban. He must draw attention to the smoking ban and, in the event of violations, must take the necessary measures to prevent further violations. Violations of the NRW Law on the Protection of Non-Smokers can result in the determination of administrative offences.
- c. Violations of the NRW Law on the Protection of Non-Smokers can also result in punishment of Düsseldorf Congress for administrative offences. In such cases, the tenant/organiser is obliged to indemnify Düsseldorf Congress if he (the tenant/organiser) and/or his performing and vicarious agents violate(s) the agreements as per letters a. and/or b.

#### **Section 8 – Cloakrooms, toilets, surveillance of entrances**

1. Management of the visitor cloakrooms and toilets as well as the surveillance of entrances will be carried out exclusively by Düsseldorf Congress and its affiliated service companies with appropriate local knowledge. All-

day surveillance is required for the entrances to the utilisation object(s). The management and surveillance costs are payable by the organiser against an invoice.

2. A lump-sum price can be agreed for use of the cloakrooms and toilets at private events.

3. If management of the cloakrooms is not envisaged by Düsseldorf Congress, the organiser can request manning of the visitor cloakrooms in return for assumption of the management costs. If no party is appointed for the management, the organiser shall bear sole responsibility for any lost items of clothing of visitors to his event.

#### **Section 9 – Accreditation, identification system**

At the request of Düsseldorf Congress, the organiser is obliged to apply the identification system or the accreditation measures of Düsseldorf Congress for all own employees and service providers appointed.

#### **Section 10 - Ruling on parking space**

1. Depending on other events, a limited number of paying parking spaces will be available to visitors on the premises or in the vicinity of the meeting locations.

2. If radio and television transmission vehicles are used, these must only be parked on suitable spaces by agreement and following consultation with Düsseldorf Congress.

#### **Section 11 – Advertising, promotion measures**

1. Advertising of the event is the responsibility of the organiser. All forms of advertising measures on the premises, on and in the venue require the prior consent of Düsseldorf Congress; this also applies for promotion measures. They must be advised by the organiser in writing and agreed with Düsseldorf Congress in terms of their nature, scope, safety requirements and costs.

2. Düsseldorf Congress is not obliged to remove any advertising material already present, even if this constitutes competition for the subject matter of the advertising by the organiser. The covering over of existing advertising space by the organiser requires the prior, written consent of Düsseldorf Congress.

3. With all advertising measures and in all publications, the organiser is obliged to make clear and unmistakable reference to the fact that he is the organiser and that the event is not being organised by Düsseldorf Congress.

4. When indicating the name of the utilisation or venue in any form of announcements (including in the Internet), in printed matter, on posters and entrance tickets, exclusively the original emblem of the utilisation or venue as well as the original logo must be used. The corresponding templates will be provided exclusively for this purpose.

#### **Section 12 – Production of audio, audio-visual and visual recordings**

1. Subject to the reserve of consent by the holders of copyrights and ancillary copyrights concerned, audio recordings, audio/visual recordings, visual-recordings as well as all other forms of recording and transmission of the event (radio, TV, Internet, loudspeakers etc.) also require the written consent of Düsseldorf Congress.

2. Representatives of the press, radio and television will be granted entrance for direct reporting subject to the applicable safety regulations and the seating plan. Düsseldorf Congress must be informed of planned reporting in good time prior to the event.

3. Düsseldorf Congress has the right to prepare or have prepared audio/visual recordings as well as drawings of event sequences or of items exhibited or used, for the purpose of documentation or for own publications, provided the organiser does not object to this in writing.

#### **Section 13 – GEMA, GVL, social security charges for self-employed artists**

1. On-time registration and payment of the fees for the performance or rendering of works, protected by ancillary copyright, with GEMA (Gesell-

schaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) or GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) is the sole responsibility of the Organiser. Düsseldorf Congress can require the Organiser to provide written evidence in sufficient time prior to the event of registration of the event with GEMA or GVL, written evidence of invoicing by GEMA or GVL, or written evidence of payment of the fees to GEMA or GVL.

If the Organiser is not willing or able to provide evidence of payment of the fees, Düsseldorf Congress can require the Organiser to make a collateral deposit, equivalent to the foreseeable GEMA or GVL fees, in sufficient time, at the latest 14 days prior to the event.

#### **Section 14 - Official permits, statutory reporting obligations**

1. The organiser must fulfil all officially and statutorily prescribed reporting and notification obligations concerning the event at its own expense as well as obtaining any necessary approvals and implementing official directives, requirements and conditions. This shall not apply if rulings to the contrary are agreed in these GTCE or in the event agreement.

2. The organiser must comply on his own responsibility with the statutory regulations applicable at the time of the event, in particular those of the Ordinance on the Operation of Special Constructions (SoBeVO), the Employment Protection Act, the Working Hours Act, the Industrial Code, the Protection of Minors Act and the accident prevention regulations of the employers' liability insurance associations.

3. The organiser shall be responsible himself for all charges and taxes resulting from organisation of the event. The organiser must pay the turnover tax on all income from the event (sale of tickets, programmes etc.) The organiser must make on-time payment to the corresponding body of any social security charges for self-employed artists applicable to the artists' fees.

#### **Section 15 - Liability of the organiser**

The Organiser shall be responsible for ensuring safe passage of persons and vehicles in the event rooms and space, hired out to it, for the duration of the utilisation relationship.

2. The Organiser must return the space, hired out by Düsseldorf Congress, to Düsseldorf Congress in the same condition in which it received the space from Düsseldorf Congress.

2. The tenant shall indemnify Düsseldorf Congress irrevocably against all claims of third parties, asserted in connection with the event, in so far as these claims are attributable to him, his vicarious agents, the organiser, or his guests or visitors. This undertaking to indemnify shall also cover any official administrative fines and offences (e.g. disturbance of the peace, blocking of escape routes, exceeding of permitted visitor numbers, non-compliance with smoking prohibitions) which can be imposed in connection with the event against Düsseldorf Congress as operator of the meeting locations.

3. The organiser shall indemnify Düsseldorf Congress irrevocably against all claims resulting from any infringement by the event or advertising for the event of rights of third parties (in particular copyright, rights to pictures and names, trademark rights, competition rights, personal rights) or other statutory regulations. The undertaking to indemnify shall also cover any costs incurred for adhortatory letters, court costs and costs of legal pursuit.

3. Event-related damage is the risk of the Organiser, in so far as the damage is a result of the nature of the event, its participants or the content or procedures of the event. As such, the Organiser shall also be liable for damage caused by demonstrations against the event, or through comparable occurrences caused by the event.

4. The tenant is obliged to take out organiser's liability insurance for the event covering event-related

- damage to persons and property of at least 5,000,000.00 euro (five million euro) and
- economic loss of at least 1,000,000.00 euro (one million euro)

and to provide Düsseldorf Congress with evidence of this through presentation of a photocopy of the insurance policy at the latest 4 weeks prior to the event. The obligation to take out the insurance is a fundamental contractual obligation.

In the event of failure to provide evidence of the insurance on time, Düsseldorf Congress is entitled to take out the required insurance at the expense of the organiser.

#### **Section 16 – Liability of Düsseldorf Congress**

1. Fault-independent liability of Düsseldorf Congress for compensation for concealed defects (Section 536a (1) 1<sup>st</sup> Alternative BGB) to the event rooms and space hired out at the time of conclusion of the contract is excluded. This shall not affect the claim to a reduction in the remuneration due to defects, provided, in the event of a defect being recognisable and rectifiable, Düsseldorf Congress is informed of the defect, or the intention to reduce the remuneration, during the period of hiring out of the event rooms and space.

2. A reduction in the remuneration as a result of defects can only be considered if Düsseldorf Congress has been notified of the intention to reduce the remuneration during the period of hiring out.

3. Liability of Düsseldorf Congress for slight negligence is excluded unless fundamental contractual obligations have been violated.

3. In the event of violation of essential contractual obligations, the duty of Düsseldorf Congress to provide damages in cases of slight negligence shall be limited to direct, average damage which, based on the nature of the contract, is foreseeable and typical. Essential contractual obligations are to be understood as obligations whose fulfilment makes correct execution of the contract possible in the first place, and in compliance with which the Organiser regularly can and does trust – i.e. the essential, principal contractual duties.

5. Düsseldorf Congress shall not be liable for damages resulting from measures intended to maintain safety and order. If the event is cancelled, restricted or aborted on the instructions of Düsseldorf Congress as a result of incorrect assessment of risks, Düsseldorf Congress shall not be liable for cases of slight negligence.

6. Düsseldorf Congress shall assume no liability for the loss of items, facilities, structures and other valuables brought in by the organiser, by third parties on his/their behalf or by visitors, unless Düsseldorf Congress has assumed safekeeping in return for payment. Upon request by the organiser in individual cases, Düsseldorf Congress shall provide special surveillance in return for reimbursement of costs by the tenant.

7. If liability is excluded or limited under the provisions of these terms and conditions of business, this shall also apply for the vicarious agents of Düsseldorf Congress.

8. The above exclusions and limitations of liability shall not apply in cases of culpable injury to the life, limb or health of persons or in cases of the explicit assurance of features. The application of Section 831 paragraph 1 sentence 2 BGB is also excluded for Düsseldorf Congress.

#### **Section 17 – Withdrawal, termination**

1. In the event of violation of fundamental contractual obligations, Düsseldorf Congress is entitled to withdraw from the contract, in particular in cases of:

- violation of contractually agreed payment obligations
- violation of contractually agreed reporting and notification obligations (compulsory notifications concerning the event)
- significant changes to the purpose of use without consent

- hiring out of the venue to a third party without prior consent
- the absence of official permits and approvals for the event
- violations of official requirements/approvals
- violations of statutory provisions concerning the safety of the event
- violation or serious endangering of the rights of third parties by the event.

2. Prior to declaring withdrawal or extraordinary termination, Düsseldorf Congress is obliged to set the Organiser a deadline with the threat of rejection if, taking account of the overall circumstances, the Organiser is in a position to immediately rectify the reason justifying withdrawal or extraordinary termination.

3. If Düsseldorf Congress exercises its right of withdrawal, it shall retain its claim to payment of the agreed remuneration although it must allow crediting of expenditure saved.

3. If the organiser of Düsseldorf Congress is an agency and not simultaneously the organiser, Düsseldorf Congress and the agency shall be entitled to a special right of termination in the event of the customer (organiser) withdrawing or terminating the agency's assignment. This special right of termination can only be exercised if the customer assumes all rights and obligations from the existing event agreement with Düsseldorf Congress from the agency in full and declares its willingness to provide Düsseldorf Congress with appropriate collateral on request.

#### **Section 18 – Cancellation, non-holding of the event**

If the organiser does not hold the event for reasons for which Düsseldorf Congress is not responsible, Düsseldorf Congress shall be entitled to assert a lump-sum amount against the organiser instead of a specific amount of damages. In such cases, the tenant shall be obliged to pay the following lump-sum amounts based on the agreed remuneration. Given cancellation of the event:

- up to 12 months prior to the start of the event 10 %
- up to 6 months prior to the start of the event 50 %
- up to 3 months prior to the start of the event 75 %
- thereafter 100%

Cancellation of the event must be made in writing in all cases. The organiser has the right to demonstrate that no damage has been incurred or that the damage is less than the lump-sum amount asserted.

#### **Section 19 - Force majeure**

1. With the exception of the costs for performances already provided, the reciprocal obligations of the contract parties shall lapse in cases of force majeure. Force majeure is to be understood as an external, non-foreseeable occurrence that cannot be avoided even given the most thorough care that can reasonably be expected. Under no circumstances shall the absence or the late arrival of artists or participants as well as bad weather, including ice, snow and storm, be covered by the term "force majeure".

2. In deviation from Number 1 Sentence 1, cancellation or abortion of an event due to force majeure in cases of a threat of terrorist attacks or other threats to be taken seriously, or as a result of the detection of so-called "suspicious items" that can result in abortion or cancellation of the event by the Organiser or on the orders of an authority, shall be the risk of the Organiser, as it influences the likelihood of such occurrences or decisions through the content of the event, the make-up of the participants and visitor as well as through the publicity that it arranges for the event. If an event is cancelled prior to the start of the agreed period of use, the regulations on "Cancellation, non-holding of the event" as per the present GTCE shall apply in this respect. In cases of abortion of the event subsequent to the start of the event, all agreed remuneration must be paid by the Organiser. Less the costs not yet incurred at the time of cancellation. The Organiser is advised to take out corresponding cancellation insurance for its event if it wishes to cover itself against the related financial risks.

#### **Section 20 - Exercise of domestic authority**

1. Düsseldorf Congress and the correspondingly authorised persons shall continue to have unrestricted domestic authority over the organiser as well

as over his/their visitors and third parties for the term of the contractual relation.

2. The Organiser shall have domestic authority within the venue in addition to Düsseldorf Congress - in the scope necessary for safe holding of the event. The Organiser is obliged to ensure correct and safe holding of the event within the event rooms and space hired out. It has an obligation to enforce the house regulations with respect to visitors. In the event of violations of the house regulations, it must take the necessary measures to prevent further violations. If a stewarding service has been appointed for the event, the Organiser will be supported by this service on request.

3. Within the scope of exercise of the domestic authority, the persons appointed by Düsseldorf Congress must be granted free access to the rented item at all times, including to all special areas used event specifically.

#### **Section 21 – Abortion of events**

In the event of violation of fundamental contractual obligations, safety-relevant regulations and in cases of particular danger, Düsseldorf Congress can request clearing and handover of the subject matter of the contract by the organiser. If the organiser fails to comply with any such request, Düsseldorf Congress shall be entitled to have the venue cleared at the expense and risk of the organiser. In such cases, the organiser shall remain obliged to pay the full remuneration.

#### **Section 22 – Collection, processing and use of data**

1. Düsseldorf Congress hires out the event premises and space described in the rental agreement for the organisation of concerts, congresses, conferences as well as sporting, cultural and other events. Fulfilment of the contractually agreed business purposes also involves the collection, processing and use of the personal data provided to Düsseldorf Congress.

2. Düsseldorf Congress also uses this data for the purpose of informing the organiser concerning possible follow-up events and for the sending of event-accompanying offers if its consent to this is available. The tenant/organiser is at liberty to declare – in the contract or at any time retrospectively – that his/their data should no longer be used for this purpose in future.

#### **Section 23 – Rights of offsetting and withholding**

The organiser shall only be entitled to rights of offsetting and withholding with respect to Düsseldorf Congress in so far as his counterclaims have been determined as legally valid, are undisputed or have been recognised by Düsseldorf Congress.

#### **Section 24 - Place of performance, application of German Law, place of jurisdiction**

1. Place of performance for all claims from and/or in connection with the present rental agreement is Düsseldorf.

2. German Law shall apply.

3. If the organiser is an entrepreneur, businessman, a juridical person under public law or a public-law special fund or if he has no general place of jurisdiction in Germany, Düsseldorf shall be agreed as place of jurisdiction for all disputes from and/or in connection with the present contract.

#### **Section 25 - Saving clause**

Should individual clauses of the rental agreement, these GTCE and/or the "Safety regulations for events" be or become invalid, the validity of the other provisions shall remain unaffected. In this case the contract partners shall be obliged to extend or amend the invalid rulings such that the purpose intended through them is achieved to as great an extent as possible.