

# GENERAL TERMS AND CONDITIONS

## KölnKongress GmbH



### Introduction

The General Terms and Conditions of KölnKongress GmbH (hereinafter also referred to as “KK”) are an integral part of the concluded event Contract. They apply to companies and persons acting in a commercial capacity and also for all future relations under the Contract. Additional or conflicting contractual terms of the customer (hereinafter referred to as the “Organizer”) do not apply.

### Article 1 Coming into Being of the Contractual Relations

1. Verbal, electronic or written reservations for a specific event date merely secure an option for the conclusion of a contract later on. This option expires at the latest when the (reply) deadline mentioned in the reservation or contract has passed. Reservations and options are non-transferable.
2. Event contracts must be in writing in order to be valid. They come into being only after the potential user signs and returns the Contract prepared by KölnKongress GmbH in good time so that KölnKongress GmbH receives it within the acceptance period specified in the contractual offer.
3. If additions to the Contract, or alterations of it, are agreed to during performance of the Contract, the requirement for the written form is deemed to have been met if the relevant declaration is sent in electronic form or by fax and is confirmed by the other party. In the case of a request at short notice for media technology or event-technology equipment during construction or during the event, confirmation is normally given in a handover report or a delivery note.

### Article 2 Subject Matter of the Contract

1. The event is held at the specified location (hereinafter referred to as the “Venue”) for the purpose specified by the Organizer and based on the plans for seating and escape routes and with the defined holding capacity that have been approved by the local authorities. The exact description and purpose of the event rooms or locations within the Venue shall be given in writing in the event Contract or in an appendix to the Contract. If the Organizer did not receive the plans of escape routes and seating at the time the Contract was concluded, the Organizer can view these plans on request at the offices of KölnKongress GmbH or have a copy sent on request.
2. The Venue may be used for purposes other than those contractually agreed on only with the prior written consent of KölnKongress GmbH.
3. Changes to the leased premises, changes in the plans for escape routes and seating, or additions to the structures and fittings may only be made with the prior written consent of KölnKongress GmbH and after obtaining any necessary permits from the local authorities. The Organizer is solely responsible for the costs and risks associated with the decision on whether the specific plans for the event can be approved.
4. If the contractual party does not hire the whole Venue, the contractual party has no right to the exclusive use of entrances/exits, foyer areas or service areas such as toilets, cloakrooms and outdoor areas. The contractual partner must be prepared to share the use of these areas with other contractual parties, their visitors and KK. If several events are taking place at the Venue at the same time, each contractual party must act in such a way as to avoid disturbing any of the other events. The contractual partner has no contractual right to have restrictions placed on the event of another contractual party.
5. For reasons related to safety and operations, KK has the right to enter all the areas of the Venue at any time.

### Article 3 Organizer, Event Manager

1. If the Organizer is holding the event on behalf of a third party (for example, as an agency), the Organizer must name this third party in writing in the contract and notify the third party of all the contractual and safety obligations that pertain to the event in question. The Organizer, as the contract partner, remains responsible to KölnKongress GmbH for the performance of all duties under this contract.
2. Any letting of the Venue in whole or in part to a third party against payment or for free is subject to the prior written consent of KK. This consent is deemed to be given if the third party is mentioned by name in the Contract. After the Contract is concluded, KK can, without giving any reasons, refuse to grant its consent to the letting of the Venue to a third party.
3. The Organizer must give to KölnKongress GmbH in writing the name of a person who has been assigned the responsibility for managing the event, and who will perform the functions and duties of the event manager in accordance with the Regulation on the Building and Operation of Special Structures (Verordnung über den Bau und Betrieb von Sonderbauten — SBauVO) on behalf of the Organizer in conformity with these General Terms and Conditions.
4. The Organizer must be named on all printed materials, posters, admission tickets, invitations etc. in order to make it clear that a legal relationship is created between the Organizer and the visitors to the event and not between the visitors or third parties and KölnKongress GmbH.
5. The contracting parties undertake to make it clear, especially in all advertising measures and in all publications and discussions, that it is the Organizer and not KölnKongress GmbH who is organizing the event.

### Article 4 Term of Use, Handover, Return

1. As of the transfer of the event rooms and areas, the Organizer is obliged, following a request from KK, to inspect and view the Venue, including the technical facilities, emergency exits and escape routes. If KK requires the Organizer to name an event manager, the latter must participate in the inspection of the Venue at the request of KK and become familiar with the Venue in the course of the inspection.
2. If the Organizer discovers faults in or damage to the premises to be used, these must be recorded in writing and reported to KK in writing without delay. Both parties may require the issue of a handover report in which the condition of the premises and any defects or damage are recorded.
3. Any objects, structures, decorations and similar items that are brought onto the premises by the Organizer or by third parties on behalf of the Organizer during the term of use must be removed without trace by the end of the lease by the Organizer and the premises must be restored to their original condition. After expiry of the term of use, the objects can be removed at the Organizer’s expense. If the used premises are not returned in a cleared state on time, the Organizer must pay compensation equal to the rent for the term of use that is lost to other users. This does not affect KK’s right to claim higher damages resulting from the delayed surrender of the used premises. There is no possibility of a tacit extension of the contractual relationship if the Venue is returned too late. The stipulations of Section 545 of the German Civil Code (BGB) do not apply.

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### Article 5 Ancillary Costs, Additional Services

1. The contractually agreed-upon fees and payment deadlines are stated in the Contract or in an appendix to the Contract.
2. The full amount of the event fee is payable 14 days before the event begins unless another deadline has been agreed upon in the Contract. To secure its claims, KölnKongress GmbH is entitled to require advance payments on account for ancillary expenses and additional services.
3. Services and ancillary charges incurred will be invoiced after the event has taken place.
4. Payments are due without deduction within 10 days of the invoice date. In the event of a default in payment, companies and persons acting in a commercial capacity will be charged a lump sum of €40.00 as well as default interest at a rate of 9 percentage points above the relevant base interest rate, while natural persons will be charged default interest at a rate of 5 percentage points above the said rate. KölnKongress GmbH reserves the right to prove that the damages resulting from the default were higher.

### Article 6 Advertising and Liability for Unlawful Advertising Measures

1. The Organizer is responsible for advertising the event. Advertising measures on the premises and grounds of KölnKongress GmbH require the consent of KölnKongress GmbH. By agreement, KK can arrange the provision of advertising measures for a fee. KölnKongress GmbH is entitled to draw attention to the event in the programme of events and on the Internet.
2. KK is not obliged to remove any advertising materials that are already on its premises, even if these are in competition with the advertising of the Organizer. The covering up of any existing advertising areas by the Organizer requires the consent of KK.
3. The Organizer irrevocably indemnifies KK from all claims that arise because the event, or the advertising for the event, infringes the rights of third parties (in particular copyrights, picture rights and name rights, trademark rights, competition rights, privacy rights) or other statutory regulations. The obligation to indemnify KK also covers all cease-and-desist, court and legal prosecution costs.
4. Unauthorized posting is prohibited by law and obliges the Organizer to pay damages.
5. Advertising materials that are to contain the proprietary figurative marks of KölnKongress GmbH (including the figurative marks of individual event locations) or Koelnmesse GmbH or one of its subsidiaries require the prior written consent of the respective trademark owners.

### Article 7 GEMA and GVL Fees, Social Welfare Contributions for Artists

1. The Organizer is solely responsible for the timely registration of works for which fees are payable to GEMA (society for musical performing rights and mechanical reproduction rights) and/or GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) for their performance or reproduction as well as for the timely payment of these fees. KölnKongress GmbH can require that the Organizer provide, in good time before the event, written verification that the event has been registered with GEMA/GVL, written verification that GEMA/GVL has invoiced the Organizer and/or written verification that the fees have been paid to GEMA/GVL. If the Organizer is unable or unwilling to provide verification of payment of the fees, KK can require the payment of security in the amount of the GEMA fees that are likely to be incurred by the Organizer and no later than 14 days before the event begins.
2. The Organizer has to fulfil all the obligations stipulated by Germany's social welfare contributions law for artists. The Organizer indemnifies KK from all claims in this regard.

### Article 8 Photographs and Films

1. If KK employees or contractors make photographs, film and/or video recordings in the area of the Venue for public relations purposes in compliance with the data protection regulations, the recording activity may not be obstructed or impaired by the organizer in any way. All persons who enter the Venue or remain in it are hereby advised by the existing House Rules of the fact that photos, film and video recordings will be made within the area of the Venue. By entering the Venue, the persons who are recognisable on such recordings consent to the use of these recordings for reporting and also for advertising purposes. Should an individual participant in the event not be in agreement with the making of images or their publication KK should be informed immediately.
2. KölnKongress GmbH has the right within and under observation of the legal provisions to make or have a third party make visual/audio recordings and drawings of event processes or of exhibited or used items, for the purpose of documentation or for its own publications, provided that the Organizer does not object.

### Article 9 Catering, Merchandising

1. KölnKongress GmbH and the catering companies that are contractually bound to it hold the catering rights for the Venue. The Organizer is not entitled to offer food, drinks, refreshments, tobacco products or similar items.
2. The Organizer is not permitted, without KK's prior written consent, to arrange for traders of any kind (photographers, flower sellers, showmen etc.) to come to its events or to engage in commercial activities itself beyond the mere holding of the event. In the event that KK consents, percentage shares of the sales revenues, to be agreed on separately, must be paid to KölnKongress GmbH.

### Article 10 Cloakrooms

1. KölnKongress GmbH is responsible for cloakroom services for visitors. KK shall decide whether, and to what extent, the cloakroom will be made available for the relevant event. Visitors must pay the cloakroom fees that are shown on the relevant notices. In this case, the Organizer must ensure that all visitors to the event use the cloakrooms.
2. The Organizer can substitute the compulsory cloakroom fees for visitors by paying a fee to be agreed on with KK.

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### Article 11 Fire Brigade, Police and Medical Services

KölnKongress GmbH shall notify the fire brigade, police and medical services of the event, depending on its type and size. The scope of these services (number of persons to be provided) depends on the type of event, the number of visitors, the specific risks of the event and the possible requirements of the authorities in the individual case. The Organizer must pay the costs incurred for the presence and provision of these services.

### Article 12 Admission Personnel, Security Personnel

1. Only persons who are qualified and sufficiently familiar with the Venue, including the procedures required in the event of any necessary evacuation may be employed as admission and security personnel. KölnKongress GmbH shall supply the necessary admission and security personnel at the expense of the Organizer. The Organizer may instead provide its own admission and security personnel if it wishes to do so. In this case, however, the Organizer is obliged to commission the event's Head(s) of Security from the staff of KK's contractual companies.

2. The number of admission and security personnel required shall be determined by the type of event, the number of visitors, potential risks of the event and any additional requirements of the building and public order authorities. The Organizer shall be notified of the estimated costs to be incurred, if possible at the time the contract is concluded.

### Article 13 Free Tickets

Unless otherwise agreed in the Contract, KK shall receive up to 20 free tickets for each indoor event and up to 30 free tickets for each open-air event, which will be sent on request.

### Article 14 Event Technology Officers

If stage/studio/lighting equipment is to be set up for the event, Section 40 SBauVO requires that "event technology officers" or "event technology experts" be provided at the expense of the Organizer.

### Article 15 Liability of the Organizer

1. In accordance with the statutory regulations, the Organizer is liable for all damage caused by the Organizer or its employees and agents, the user or guests or other third parties for the purpose of Section 278 and Section 831 of the German Civil Code (BGB) in connection with the event. The application of Section 831 (1) Sentence 2 of the German Civil Code (BGB) (Exculpation from blame for selection) is excluded.

2. The Organizer indemnifies KölnKongress GmbH against all claims of third parties made in connection with the event to the extent to which the Organizer or its employees or agents, guests or visitors are responsible for the same. This obligation to indemnity also covers official fines (e.g. for breach of the peace or blockage of escape routes) that may be imposed on KölnKongress GmbH in connection with the event as the operator of the Venue.

3. The Organizer is obliged to arrange third-party liability insurance for the event at the request of KölnKongress GmbH. If the Organizer is unable to verify insurance cover no later than 14 days prior to the event, KK is entitled to arrange third-party liability insurance for the event at the expense of the Organizer.

### Article 16 Liability of KölnKongress GmbH

1. Strict liability on the part of KölnKongress GmbH to compensate for defects in the Venue from the outset is excluded.

2. A reduction of the contractually agreed fee for defects is possible only if KK has been notified of the intention to reduce the fee during the term of use.

3. Unless essential contractual duties have been breached, KölnKongress GmbH bears no liability for simple negligence.

4. If essential contractual duties (major obligations) have been breached, the duty of KölnKongress GmbH to compensate for damages is limited, in cases of simple negligence, to the average direct damages typical of the contract and foreseeable for the type of agreement. Major obligations are obligations whose fulfilment makes the orderly implementation of the Contract possible in the first place. Moreover, the contract partner routinely trusts in the fulfilment of these obligations and can rely on their fulfilment because such obligations are the key contractual duties.

5. KölnKongress GmbH is not liable for damages resulting from measures that it has initiated in order to maintain safety and order. KölnKongress GmbH is not liable for simple negligence if the event is restricted, cancelled or aborted on KK's instructions by reason of an erroneous risk assessment.

6. Where liability is excluded or limited under the provisions of these General Terms and Conditions, this also applies to the agents and employees of KölnKongress GmbH.

7. The aforementioned exclusions or limitations of liability do not apply in the event of culpably caused harm to human life, physical injury or harm to human health or in the event of the express guaranteeing of specific properties. The application of Section 831 (1) Sentence 2 of the German Civil Code (BGB) (Exculpation from blame for selection) is excluded for KK as well.

### Article 17 Cancellation of Use

1. If the Organizer does not hold the event for any reason for which KölnKongress GmbH is not responsible or if the Organizer wishes to reschedule or relocate the event, the Organizer is obliged to pay the following lump-sum damages as a percentage of the agreed usage fee: If notice of such a case is given

- up to 6 months before the event begins: 20%
- up to 3 months before the event begins: 40%
- up to 6 weeks before the event begins: 60%

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- up to 4 weeks before the event begins: 80%
- thereafter: 100%

The damages are calculated on a pro rata basis in the event of a reduction of the space size, partial cancellation or the rescheduling or relocation of an event.

Any cancellation by the Organizer must be communicated in writing and must be received by KölnKongress GmbH within the periods specified.

2. The Organizer has the right to prove that KölnKongress GmbH has suffered no damages or lesser damages. If KölnKongress GmbH has suffered more extensive damages, it is entitled to claim damages in the relevant amount.
3. In the case of public events where KölnKongress GmbH and its approved service providers generate turnover from the sale of food and beverages, KölnKongress GmbH can also charge damages in the amount of the expected profits. KölnKongress GmbH must document the expected profits on the basis of the invoices for comparable events.

### Article 18 Rescission/Termination

1. In the event of a breach of essential contractual duties, KölnKongress GmbH is entitled to withdraw from the Contract or declare its extraordinary termination if:
  - a) the Organizer fails to make the required payments (fees or security) or does not do so on time,
  - b) the event threatens public safety and public order or is contrary to accepted principles of morality,
  - c) the Organizer fails to present official permits and approvals for the event when requested to do so,
  - d) if the customer violates statutory provisions, particularly those pertaining to event venues,
  - e) the purpose stated in the Contract is significantly changed,
  - f) the Organizer lets a third party use the Venue for a fee or for free without KK's consent,
  - g) the Organizer failed to mention at the time the Contract was concluded that the event would be held by a "radical political or pseudo-religious" organization,
  - h) insolvency proceedings have been initiated against the Organizer's assets or insolvency proceedings could not be initiated for lack of assets and the customer or, in its stead, the liquidator is unable to meet its contractual obligations at all or on time,
  - i) or if the Organizer is in arrears of payment to KK in connection with other event contracts.
2. Before declaring its withdrawal from or extraordinary termination of the Contract, KölnKongress GmbH must give the Organizer notice with a threat to refuse performance if, in consideration of the overall circumstances, the Organizer is able to immediately rectify the cause for a withdrawal or extraordinary termination of the Contract.
3. If KK exercises its right of rescission or termination of the Contract, it reserves its right to payment of the fees agreed on in the contract. However, KK must allow its cost savings to be taken into account.
4. If the Organizer is an agency, KK and the Organizer both have an exceptional right to terminate the Contract if the client of the agency (Organizer) withdraws the mandate or cancels the order. This exceptional right of termination may only be exercised if the client of the agency (Organizer) fully takes over all of the rights and obligations arising from the existing Contract with KK and provides sufficient security at the request of KK.

**Article 19 Force Majeure** If force majeure prevents an event from taking place or causes it to be aborted, the Organizer must still pay the agreed-on fees minus the costs that have not yet been incurred until that time. To hedge against this financial risk, the Organizer is advised to conclude an event cancellation insurance policy for cases of force majeure.

The cancellation of individual artists, the failure of one or more participants to arrive on time or bad weather, including rain, ice, snow and storms, do not, under any circumstances, constitute "force majeure".

### Article 20 Exercising the Domestic Authority, Smoking Ban

1. The Organizer and its event manager have the right to exercise domestic authority toward the Organizer's guests and visitors within the used Venue to the extent required for the safe and appropriate implementation of the event.
2. KölnKongress GmbH and the persons appointed by it shall continue to exercise the domestic authority toward the Organizer throughout the term of use for the event. Together with the Organizer and its event manager, KölnKongress GmbH and the persons appointed by it shall continue to exercise the domestic authority toward visitors and third parties throughout the term of use for the event.
3. For the purpose of exercising the domestic authority, the persons appointed by KK must be given freedom of access to the Venue at all times.
4. Smoking is banned in all closed rooms at the Venue.
5. The Organizer/user is responsible for the implementation of the smoking ban in accordance with the non-smoker protection law. The Organizer/user is obliged to enforce the smoking ban with regard to the visitors. It must give notice of the smoking ban and, in the event of violations, must take the necessary action in order to prevent further violations. Possible violations of the non-smoking protection law can lead to the assessment of administrative offences.
6. Violations of the regulations of the non-smoking protection law can also be punished as an infringement regarding the Venue. The Organizer/user is obliged to exempt KK from responsibility, insofar as the Organizer and its employees and vicarious agents infringe the agreements in accordance with Points 4 and 5.

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### Article 21 Aborting of Events

In the event of a breach of regulations relevant to safety and in the event of particular danger situations, KölnKongress GmbH may require that the Organizer immediately vacate and surrender the Venue, unless the danger or the breach of regulations can be countered in a different manner. If the Organizer fails to comply with such a requirement, KK may have the premises vacated at the cost and risk of the Organizer. In such cases, the Organizer is still obliged to pay the fee in full.

### Article 22 Compliance with Event-related Safety Regulations

1. If decorations are to be brought onto the leased premises for an event or platforms, rostrums or scenery areas are to be used or erected or stage/studio/lighting technology or other technical equipment is to be set up, it is absolutely necessary to comply with the "Safety Regulations" of KölnKongress GmbH and to make the compulsory declarations regarding the event as stipulated therein.
2. A written copy of the "Safety Regulations" will be sent to the Organizer on request if they were not already enclosed with the Contract. In addition, they can be downloaded on the Internet at [www.koelnkongress.de](http://www.koelnkongress.de).

### Article 23 Rights of Set-off or Retention

The Organizer holds the rights of set-off or retention against KK only if the Organizer's claims are judicially confirmed as final and non-appealable or are undisputed or recognized by KK.

### Article 24 Concluding Provisions and Court of Jurisdiction

1. The place of performance is Cologne. If the Organizer is a registered merchant, a legal person under public law or a public-law special fund or has no general court of jurisdiction within the Federal Republic of Germany, the court of jurisdiction for all claims arising from the present contractual relations is Cologne. The Contract is governed solely by the law of the Federal Republic of Germany.
2. Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the other provisions of the Contract. In this event, the invalid provision must be supplemented or altered in such a way as to achieve the purpose intended by the invalid provision.

KölnKongress GmbH Status: January 2019

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## House Rules

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The House Rules define the rights and duties of visitors during the time spent at the Venue. The Organizer must ensure that duties towards visitors and guests are complied with.

Only visitors with valid admission tickets and guests of the Organizer may gain admission to the Venue. Visitors must occupy the places specified on the admission ticket for the relevant event and use only the entrances provided for that purpose. The admission ticket ceases to be valid when the ticket holder leaves the Venue.

All facilities of the Venue must be used in a **careful and considerate** manner. All persons at the Venue must behave in such a way as to ensure that no other person is harmed, endangered or harassed, and that no other person is obstructed more than is unavoidable under the circumstances.

**Smoking is banned** within all closed rooms at the Venue.

The **closure of rooms**, buildings and outdoor areas or their evacuation may be ordered for safety reasons. All persons at the Venue and on the grounds must obey such instructions without delay and, in the event of an order to vacate the premises, must leave the Venue immediately.

The **contents of bags, containers and clothing** such as coats, jackets and cloaks may be examined. If members of the control and public-order services confiscate objects that could endanger the event or visitors, persons who do not cooperate shall be excluded from the event. Visitors who are denied entry have no right to a refund of the admission fee. The special nature of the event may mean that it is prohibited to take bags or similar items into the event. There is a general obligation to use the cloakroom.

Persons who are obviously under the influence of **alcohol or drugs** shall be excluded from the event and must leave the Venue.

The provisions of the Youth Welfare Act (Jugendschutzgesetz) apply. Special rules apply only if they are expressly posted at the box offices and the entrance areas.

### The following items are prohibited inside the venue:

- Weapons, dangerous items and items which, if thrown, could cause physical injury to persons
- Gas aerosols, corrosive or colouring substances and pressurized containers for easily inflammable gases or gases harmful to health, except for standard cigarette lighters
- Containers made of fragile or splintering materials
- Fireworks, rockets, Bengal lights, smoke powder, flares and other pyrotechnical objects
- Mechanically and electrically operated noisemakers
- All food, beverages and drugs
- Animals
- Racist, xenophobic and extremist propaganda materials
- Audio and visual recording devices for commercial use (unless the Organizer has given specific consent)

**Rights to own pictures:** If KK employees, the Organizer or contractors make photographs, film and/or video recordings in the area of the Venue for reporting or advertising purposes, the recording activity may not be obstructed or impaired in any way. All persons who enter the Venue or remain in it are hereby advised by the existing House Rules of the fact that photos, film and video recordings will be made within the area of the Venue. By entering the Venue, the persons who are recognisable on such recordings consent to the use of these recordings for reporting and also for advertising purposes.

**Sound volume at music events:** We recommend the use of hearing-protection aids at music events to reduce the risk of permanent damage to hearing due to high noise levels. Upon request, visitors shall be provided with earplugs at the cloakrooms.

**Bans on entry to the premises** apply to all current and future events taking place on the premises or event areas of KölnKongress GmbH. For the ban to be lifted, a written application must be submitted giving the reasons; a decision will be made within three months.