



General Terms and Conditions

§ 1 Area of Validity

1. The darmstadtium is run by Wissenschafts- und Kongresszentrum Darmstadt GmbH & Co. KG (hereinafter referred to as WKD). This is represented by Wissenschafts- und Kongresszentrum Darmstadt Verwaltungs GmbH. The current General Terms and Conditions apply to the allocation of rooms and areas for the supply of event-related services and for the leasing of mobile equipment.

2. These terms and conditions also apply to businesses and tradespeople for all future contract relationships which concern the darmstadtium. Additional or contradictory contract conditions from our client only apply if WKD has expressly acknowledged them in writing. If agreements differing from the contract are made with the client, then these agreements always take precedence over the corresponding provisions contained in these terms and conditions.

§ 2 Realisation of the Contractual Relationship

1. All contracts with WKD must be in writing and signed in order to be valid. The client must sign and return one of the previously signed WKD contracts to the WKD within the agreed time frame. The contract is formed when the client returns the signed copy of the contract to WKD within the agreed timeframe. Contracts sent to the client by email must be printed out and signed by both parties to the contract.

2. Reservations end on expiry of the acceptance period for the contractual offer as designated in the contractual offer at the latest.

3. Where amendments or additions to the contract are agreed during performance of the contract, the requirement of writing shall be deemed to have been satisfied if the relevant declaration is communicated electronically or by fax and confirmed by the other party. If media equipment or other event-related equipment is requested at short notice during set up or during the event, the confirmation shall generally be noted in a handover report or on the delivery note.

§ 3 Contract Partners, Organiser, Event Manager

1. The parties to the contract are WKD and the client. The client is generally also the event organiser. If the client is an intermediary or an agency, the client must name the event organiser in writing in the contract as 'Organiser' and apprise it of all contractual obligations, including these General Terms and Conditions. Vis-à-vis WKD the client remains responsible for the fulfilment of all obligations incumbent upon the Organiser according to the wording of this contract. In such a case the Organiser shall be considered to be the vicarious agent of the client. The client shall be bound by and shall benefit from the acts and declarations of the Organiser and the persons engaged by the Organiser as if such acts and declarations were its own.

2. The allocation of meeting rooms free of charge to third parties wholly or partly or the subleasing of meeting rooms against payment to third parties wholly or partly requires written agreement by WKD. This agreement is considered as granted if the third party is mentioned by name in the contract.

3. Six weeks prior to the event at the latest, the Organiser must on request from WKD, provide written notification of the name of a person entrusted with the management of the event who will be performing the functions and tasks of an Event Manager in accordance with the Assembly Room Regulations of Hesse (subsequently called MVStättVO¹) for the Organiser in accordance with these terms and conditions.

4. The obligations which are incumbent upon the Organiser in accordance with these contract provisions are fundamental contract obligations which, in the case of non-fulfilment, can lead to a curtailment or cancellation of the event.

§ 4 Subject of the Contract

1. The allocation of the darmstadtium congress centre meeting rooms and areas designated in the contract will be executed on the basis of the existing officially licensed escape routes and seating plans, with defined visitor capacity for the purpose of use stated by the client.

2. The conference centre may not be used for purposes other than those contractually agreed upon prior written agreement from WKD. The client is

obliged to provide WKD with immediate written notification of each intended change of use.

3. Changes to and in the conference centre, including changes to the escape routes and seating plans in the darmstadtium caused by assembly and installations, can only be made with written agreement from WKD and after presentation if necessary of the required official licences. The duration, costs and risk incurred for the official approval requirement will be charged in full to the client. Technical equipment, assembly and installations ordered by the client from WKD require no separate approval by WKD.

§ 5 Duration of Allocation, Transfer, Usage Times

1. Upon allocation of the agreed space the Organiser is obliged, on demand from WKD, to inspect the conference centre, including the technical equipment, emergency exits and escape routes. If WKD demands that the Organiser nominates an Event Manager, then he must participate in this inspection and make sure he acquaints himself with the conference centre in the context of the inspection. If the Organiser finds any defects or damage to the object, then these must be recorded in writing and immediately made known to WKD. Both parties are entitled to demand the production of a written handover report. If there is no handover report, the car rental principle shall apply.

2. All items, structures and decorations brought into the darmstadtium by the Organiser must be completely removed by him, and the original condition restored by the agreed final dismantling. After expiry of the usage time, the items can be removed at the client's charge. If the subject of the contract is not returned on time in a cleared condition, the client must in any event pay compensation for loss of use which corresponds with the basic provision cost. The right is reserved to assert additional claims on the grounds of a delayed return of the object placed at disposal.

§ 6 Provision and Additional Costs, Additional Services

1. The contractually agreed fee includes, in addition to the allocation of the agreed space, costs for the one-off standard seating in accordance with the seating plan, heating, ventilation, general premises and room lighting as well as a maintenance cleaning of the accommodation being handed over. Additional services and extra costs, such as provision and use of the technical event equipment are to be remunerated separately.

2. Only the events equipment of the WKD (e.g. lighting, sound, audio, video, wireless networks etc.), including WKD personnel, shall be used for all events. The Organiser will be billed separately at market rates for services and staff costs. The client/Organiser is not entitled to bring third-party equipment into the WKD or to remove pre-installed technical equipment from the rooms (see also clause 3.1 of the Safety Regulations).

3. The contractually agreed fee, including all additional services already commissioned at this time and calculated additional costs, must be paid into the account designated by WKD, at the full amount, at the latest 4 weeks after the conclusion of the contract as long as no other due dates have been agreed in the contract. WKD is entitled, for security of their claims, to likewise request pre-payment or guarantee for all additional services commissioned after conclusion of the contract.

4. Settlement for all services and any additional costs arising will be executed after completion of the event, taking pre-payments already made into account.

5. Payments are due within 14 days from presentation of invoice, without delay. For payment delays, default interest will be charged for businesses and tradespeople at 8 % above the corresponding basic European Central Bank interest rate, and for private individuals at 5 % above the corresponding basic European Central Bank interest rate. WKD reserves the right to prove higher damage caused by default.

§ 7 Publicity and Liability for Unlawful Advertising Measures

1. Publicity for the event is the client's responsibility. Advertising measures in the rooms and grounds of the darmstadtium require consent from WKD. Execution of the advertising measures can be undertaken by WKD upon agreement and against payment. WKD is entitled to refer to the event in the events programme and on the internet.

2. The client will indemnify WKD irrevocably from all claims which arise due to the event or the publicity for the event contravening third party rights (in

¹ MVStättVO = Muster-Versammlungsstätten-Verordnung – Sample Assembly Room Regulations



particular copyrights, image and name rights, trademark rights, competition, rights of personality) or other legal regulations. The obligation to indemnify also applies to any reminder, court and prosecution costs.

3. The Organiser must be mentioned by name on all printed matter, posters, admission tickets, and invitations, in order to identify that a legal relationship only exists between the Organiser and visitors, and not between the visitors and WKD.

4. The client is obliged to point out clearly and unambiguously in all advertising measures, in particular in all publications and discussions with third parties, that the Organiser and not WKD, is the Organiser.

5. With the mention of the name 'darmstadtium' on announcements of any kind (including on the internet) of printed matter, posters and admission tickets, the original script and/or original logo are to be used exclusively. The appropriate artwork must be provided expressly for this purpose by WKD.

6. Random billposting is legally forbidden and renders the client liable for compensation.

§ 8 GEMA² Fees

1. The prompt notification of GEMA-liable works to GEMA as well as the prompt payment of GEMA fees are solely the client's liability. WKD can demand written proof of the registration of the event with GEMA and, written proof of payment of fees to GEMA well ahead of the event and/or written proof of the invoice presentation by GEMA to the Organiser. Where the client is not in a position to, or not prepared to, prove this in accordance with clause 1, then WKD can request a security payment from the client for the amount of the anticipated GEMA fees.

§ 9 Production of Audio, Audio-visual and Visual Recordings

1. The client/Organiser is not entitled to set up its own wireless networks or wireless access points. Should it be essential for the client to set up its own wireless networks for an event, it must obtain the prior written consent of WKD. Should wireless networks be set up without consent, they will be shut down without prior notification. WKD reserves the right to claim compensation for disruptions to WKD's own wireless network.

2. LAN connections will be provided for each PC/device. The client is not permitted to connect distribution systems (hubs/switches) to these connections. Should it be essential for the client to use distribution systems for an event, it must obtain the prior written consent of WKD. Should hubs or switches be used without consent, these will be put out of operation without prior notification. WKD reserves the right to claim compensation for disruptions to WKD's own network.

3. Audio recording, audio-visual recording, visual recording and other recording and broadcasting of the event of any kind (radio, TV, internet, loudspeaker etc.) also requires, subject to the agreement of the those entitled to copyright and industrial property protection, written agreement by WKD. WKD is entitled to make their agreement for this dependent of the agreement on fees to be paid to them.

4. WKD has the right to produce or have produced visual/audio recordings as well as drawings during the course of the event, or of items displayed or used, for the purpose of documentation or for their own publications, as long as the client does not object.

§ 10 Planning, Merchandising, Signage, Notices

1. So far as nothing is determined otherwise in the contract, WKD and the catering businesses contractually linked with them have the exclusive right to catering planning for the darmstadtium. The client is not entitled to offer food, drinks, refreshments, tobacco goods or any similar items.

2. The client is not permitted, without prior written agreement from WKD, to engage any kind of tradespeople (photographers, flower sellers, showmen etc.) for his event or to carry out a trade himself over and above the direct execution of the event. In the case of an agreement for such from WKD a proportionate share of sales revenue, to be determined separately, is to be paid to WKD.

3. The darmstadtium uses an electronic direction system enhanced with conventional signposting. Therefore signs, announcements, timetables or

similar items are not allowed to be displayed in the building. Such items will be removed at the cost of the event holder. Exceptional permission for the purpose of decoration or branding activities in the building may be granted, however, it should be sought in writing by application to the WKD.

§ 11 Cloakrooms

1. The visitor cloakrooms which exist in the darmstadtium will be available to the client for the event free of charge. The staff required for management of the cloakrooms will be made available to the client by WKD as an additional service to be paid for. If no commission is made for management of the cloakrooms, WKD will not assume any liability for care and custody for clothing deposited there. In this case the client will bear the liability risk for clothes which are lost by his visitors.

2. If the client makes no commission for cloakroom management, the decision rests with WKD as to whether and to what extent managed cloakrooms will be made available in the darmstadtium. If management is provided then cloakroom fees will be paid by the visitors at the tariff prices displayed. WKD is exclusively entitled to the cloakroom fees received in such cases.

§ 12 Fire Service, Police and First-Aid Provision

1. Fire service, police and first-aid provision will be informed by WKD depending on the type and size of the event, or in consultation with the client through WKD. The scope of these services (number of staff to be provided) depends on the type of event, the number of visitors, the event-specific risks and the possible official specifications in individual cases. The costs which arise through the presence and use of these services must be borne by the client.

§ 13 Admissions and Stewarding Staff

1. Only qualified staff can be employed as admissions and stewarding staff, who are sufficiently conversant with the conference centre even in the case of a possible evacuation. WKD will arrange the necessary admissions and stewarding staff at the organiser's cost.

2. The number of necessary admissions and stewarding staff will be defined by the type of event, the number of visitors, potential event risks and as necessary through the additional requirements of the construction and regulatory authorities. The anticipated costs arising from this will be stated to the Organiser upon conclusion of the Agreement where possible.

§ 14 Staff Responsible for Event Technology

1. If stage, studio or technical lighting installations have to be constructed for the event, in accordance with the requirements of § 40 of the MVStättV 'staff responsible for event technology or specialist event technology staff', must be appointed and the costs charged to the organiser.

§ 15 Client Liability

1. Within the scope of the statutory regulations, the client is liable to WKD for loss caused by the client, persons employed to assist the client in the performance of its obligations or visitors to the event.

2. The client shall indemnify WKD against all third-party claims made in connection with the event, so far as the client, persons employed to assist the client in the performance of its obligations or visitors to the event are responsible for the loss suffered. This indemnity obligation extends to fines which may be imposed by the authorities on WKD, as the operator of the venue, in connection with an event (e.g. for disturbance of the peace, blocking of emergency access routes or the violation of smoking bans). The indemnity obligation does not exist if damage to property or pecuniary loss was caused or partly caused by a grossly negligent or intentional breach of duty by employees of WKD or if personal injury was caused or partly caused by any breach of duty by employees of WKD. The liability exemption does not exist if, for the occurrence of any item of damage to property or pecuniary loss, grossly negligent or deliberately provoked breach of duty and occurrence of damage to persons, a breach of duty by WKD staff was (also) responsible.

3. The client is obliged to take out an events liability insurance with insurance protection for personal injury and material damage with a cover of 5 million euros, as well as 100,000 euros for pecuniary loss. On request WKD will conclude this at the client's cost. Where the client has not provided proof of

² GEMA = Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte – Society for musical performance and mechanical reproduction rights



appropriate insurance protection 21 days before the event, WKD is entitled to take out insurance cover at the hirer's cost.

4. For rented media or event technology the client must take out a replacement value insurance against loss, theft, damage and destruction. Where the client has not provided evidence of any insurance protection up to 21 days before the event, the technical appliances will be insured by WKD. The fee for the replace-as-new insurance will be calculated by WKD at a flat-rate of 5 % of the rental value of the appliances.

§ 16 Liability by WKD

1. The strict liability of WKD in tort to provide compensation for initial defects in the transferred rented object is excluded.

2. A reduction in the fee due to defects in the subject of the contract will only be considered if WKD was notified of the intention to reduce it during the period of use.

3. WKD's liability for simple negligence is excluded where no fundamental contractual obligations are harmed.

4. On breach of fundamental contractual obligations, WKD's compensation liability for cases of simple negligence is limited to foreseeable, contractual, direct average damage according to the type of agreement.

5. WKD is not liable for damage which arises through maintenance of safety and order measures implemented by them. If an erroneous risk assessment results in a curtailment, cancellation or termination of the event upon WKD's instructions, WKD is not liable for cases of simple negligence.

6. If renting cannot proceed as contractually agreed due to force majeure, then each party shall bear whatever costs it has incurred until that moment. If, in preparation of the event, the lessor has already accepted commitments towards third parties at the hirer's instruction or if the lessor has spent money on behalf of the hirer, then the hirer shall reimburse the lessor for such expenditure. Any advance payment that has been made shall be paid back to the hirer/Organiser either in full or upon deduction of the costs incurred by the lessor.

7. Where the liability is excluded or restricted by the provisions of these terms and conditions, this also applies to WKD's fulfilment and vicarious agents.

8. The preceding liability exclusions and restrictions do not apply for culpability for harm occurring to the life, bodies or health of people.

9. WKD accepts no responsibility for packages and consignments of goods sent by the client to the darmstadtium prior to the event, nor for any materials or valuable items belonging to the Organiser, its exhibitors and visitors, unless WKD has agreed to store such items for consideration. Organisers and exhibitors are advised to take out appropriate insurance via WKD. If required, 'stand guards' can be engaged via a professional security company at the client's expense.

§ 17 Lapse of Rental

1. If, for any reason for which WKD is not responsible, the client does not carry out the event or wants to postpone it, WKD has the choice of asserting a claim for a lump-sum compensation payment instead of an exactly specified compensation payment. In this case the client is subsequently obliged to pay one of the following lump-sums based on the agreed rent and other already agreed fees: On cancellation of the event

- up to 6 months before the start of tenancy 30 %
- up to 3 months before the start of tenancy 75 %
- thereafter 100 %

These lump-sums apply accordingly for a reduction in the area rented, partial cancellation or postponement of an event. Any cancellation by the client needs to be in writing.

2. The client has the right to prove that WKD has incurred no damage or no damage of this level.

§ 18 Withdrawal/Cancellation

WKD is entitled, on breach of essential contract obligations after setting deadlines unsuccessfully and on threat of refusal, to withdraw from the contract, in particular upon:

- contractual breach of agreed payment obligations
- change in the purpose of use without agreement from WKD
- lack of official permits and licences for the event
- breach in respect of official impositions/licences
- breach in respect of legal provisions which concern the safety of the event
- breach of third party rights by the event
- endangering of public safety and order

If WKD make use of their right of withdrawal then they retain the claim to payment of the agreed lump-sums in accordance with § 17.

§ 19 Force Majeure

If the event cannot take place due to reasons of force majeure, then each contract partner bears the costs incurred by each of them up to that time. If WKD has made an advance payment for the client which would have been contractually reimbursed, then the client is obliged in all instances to reimburse these costs. The non-appearance of individual artistes or one or more participants not arriving on time, as well as bad weather including ice, snow and storms does not in any event come under the concept of a 'force majeure'.

§ 20 Exercising Domiciliary Rights

1. The Organiser is obliged to ensure that the event is carried out properly and safely within the rented premises. The client is also responsible for ensuring that the smoking ban imposed by the Hessen law for the protection of non-smokers is respected during the event.

2. WKD and the persons engaged by it are entitled to impose house rules on the Organiser, its visitors and third parties for the duration of the rental agreement. In the event of any breach of the house rules or of safety regulations they are entitled to intervene at any time.

3. Free access to the rented spaces must be guaranteed at any time in the context of the exercising of domiciliary rights to people appointed by WKD.

§ 21 Abandonment of Events

Upon breach of essential contract obligations, safety-relevant regulations and for particularly dangerous situations, WKD can request the immediate vacating and handing over of the subject of the contract by the Organiser. If the Organiser does not meet an appropriate demand then WKD is entitled to have clearing and vacating carried out at the cost and risk of the Organiser. In such instances the client will remain liable for payment of the full fee.

§ 22 Observance of Event-related Safety Regulations

1. If decorations/scenery are brought into the rented area for an event, or podiums/stands/scene areas are used or constructed, or staging, studio, lighting or other technical equipment is erected, then the 'safety regulations for the darmstadtium' must be strictly observed.

2. The client/Organiser shall receive a copy of the safety regulations in writing or electronically upon request, so far as they were not appended to the contract.

§ 23 Rights of Set-off and Retention

The client shall only have rights of set-off and retention against WKD if its claims are uncontested, have been confirmed by a non-appealable court decision or have been accepted by WKD.

§ 24 Final Provisions and Place of Jurisdiction

1. The contract relationship is exclusively subject to German law. The place of fulfilment and jurisdiction is Darmstadt.

2. If individual clauses in these general rental terms are or become ineffective, the effectiveness of the rest of the provisions remains unaffected. In this instance the invalid provision must be supplemented or amended in such a way that the intended purpose can still be achieved.



House Rules

House regulations define the rights and obligations of visitors during their stay in the conference centre. The Organiser must ensure that obligations by visitors and guests are complied with.

Only visitors with valid admission tickets and guests of the organiser are allowed to visit the conference centre. Visitors must occupy the seat stated on the admission ticket for the respective event, and only use the entrances provided for it. On departure from the conference centre, admission tickets lose their validity.

All furnishings in the conference centre are to be used carefully and considerately. Within the conference centre everyone must behave so as not to cause damage or harm to anyone else or – any more than is unavoidable in the circumstances – impair or inconvenience anyone.

A smoking ban exists in all meeting rooms in the conference centre.

For safety reasons the closure of rooms, buildings and open areas and their evacuation can be ordered. Anyone present in the conference centre and in the grounds must immediately follow the relevant requests and leave the conference centre immediately in the case of an evacuation order being made.

Bags, receptacles brought into the centre and clothing, such as coats, jackets and cloaks can be checked as to their contents. Visitors who do not agree to control or stewarding personnel conducting inspections or seizing items which could endanger the event or other visitors will be excluded from the event. No claim for reimbursement of the admission price exists for visitors who have been expelled. According to the nature of the event, the carrying of bags and similar receptacles may be banned. There is basically an obligation to hand over clothing in.

People who are obviously under the influence of alcohol or drugs will be excluded from the event and must leave the conference centre. The provisions of the German protection of Young Persons Act apply. Special regulations apply only if displayed on notices in the cash desk and admission areas.

The carrying of the following items is forbidden:

- weapons or dangerous items, as well as items which could lead to bodily harm if thrown
- aerosols, corrosive or colouring substances or pressurised containers of easily flammable or health-endangering gases, except for standard pocket cigarette lighters
- containers which are made from breakable or splintering materials
- fireworks, rockets, Bengal fireworks, gunpowder, flares and other pyrotechnic items
- mechanically and electrically operated alarms
- drinks and food
- animals
- drugs
- racist, xenophobic and radical propaganda material
- audio or visual recording equipment for commercial use (where no appropriate agreement from the Organiser exists)

Photography:

All types of recording, in particular visual and audio recording are forbidden. Licences will only be issued in writing from WKD.

Protection of own image rights:

If photographs, films and/or visual recordings are taken by staff of the darmstadtium, by the Organiser or by appointed businesses in the areas of the conference centre for the purpose of media coverage or advertising, the recording activity is not to be impaired or interfered with in any way. Anyone entering the conference centre or anyone who stays there and is then recognisable on such recordings is instructed on the taking of photographs or film and video recording in the conference centre by these house rules and consents to these recordings being used for both media coverage and advertising purposes.

Noise levels at music events:

Visitors will be made aware that during the event, noise levels will be reached over a longer period of time in the public area which may give rise to permanent hearing damage. To reduce the risk of damage we particularly recommend the use of ear protection. The Organiser will supply ear protectors to visitors on request.

Bans from entering the premises apply to all current and future events carried out on the darmstadtium premises. A written application with substantiation is required for the lifting of these bans from entering the premises, which will be decided upon within 3 months.