

## Event Terms and Conditions

### Part I: General Terms and Conditions for Events

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## § 1 Scope of application

1.1. The present 'General Terms and Conditions for Events' of the Hannover Congress Centrum (hereinafter referred to as 'HCC'), an in-house company of the state capital of Hannover, apply to the provision of function areas, rooms and halls in and on the premises of the Hannover Congress Centrum (hereinafter referred to as 'assembly facility'). They also apply for the provision of event-related services and works during events and for the provision of mobile equipment and technology.

1.2. The General Terms and Conditions for Events apply to natural persons (hereinafter referred to as 'private individuals'), commercial actors, legal persons under private and public law as well as to special funds under public law (hereinafter referred to as 'companies'). With respect to companies, these General Terms and Conditions for Events also apply to all future contractual relations, including recurring, multi-year relations.

1.3. Additional or conflicting terms and conditions of the Customer (hereinafter referred to as the 'Event Organiser') do not apply unless the HCC has explicitly acknowledged them in writing. If provisions that deviate from these General Terms and Conditions for Events are agreed by contract, such arrangements always take precedence over the corresponding provisions within these General Terms and Conditions for Events.

## § 2 Contracting partners, Event Organiser, representative with decision-making powers

2.1 The contracting partners are the HCC and the Event Organiser designated in the contract. If the Event Organiser is organising the event for a third party (e.g. as an agency), the Event Organiser is required to disclose this fact to the HCC, naming the third party in writing, before the contract is signed. As the HCC's contracting partner, the Event Organiser remains responsible for all obligations that are incumbent on the Event Organiser according to the wording of these General Terms and Conditions for Events. A change of event organiser or the provision of the Assembly Facility - for consideration or for free - in whole or in part to a third party requires the express written consent of the HCC.

2.2 Before the event, the Event Organiser shall designate by name a decision-making representative and report this to the HCC in writing; this representative will manage the event, and upon request of the HCC will assume the function and responsibilities of an event manager pursuant to the German Lower Saxon Public Assembly Facilities Ordinance [NVStättVO].

2.3 For trade exhibitions, the consent for the provision of areas to exhibitors (third parties) is deemed to have been granted if the exhibition is designated as such in the contract or in service specifications.

2.4 Failure to comply with the obligations incumbent on the Event Organiser pursuant to these General Terms and Conditions for Events may justify a restriction or cancellation of the event.

## § 3 Reservations, conclusion of contract, addenda

3.1 Oral, electronic or written reservations for a certain date amount only to an option for the subsequent conclusion of a contract. They are granted only for a limited period and are non-binding for the subsequent conclusion of a contract. They end at the latest with the period stipulated in the reservation or the (return) deadline stipulated in the contract. There shall be no entitlement to an 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 spaces on specific dates does not give rise to any entitlements for the future, unless an individual arrangement has been concluded in the contract.

3.2 Event contracts must be agreed in text form and signed by both contracting parties to be effective. The signature can also be appended by means of a scanned signature or a simple electronic signature. Each Contracting Party can request a manually signed contract document and/or a contract document furnished with a qualified electronic signature (section 127(2), (3) of the German Civil Code [BGB]). As a rule, the HCC will transmit two signed copies of the Event Contract, including annexes (contract annex). After countersigning, the Event Organiser shall return a copy of the Event Contract within the return deadline stipulated therein (acceptance deadline) to the HCC (contract acceptance). The Event Contract is concluded with binding effect when it is received by the HCC.

3.3 If the HCC sends the Event Organiser unsigned copies of a draft contract, a contract is entered into only when the Event Organiser signs two copies, returns them within the reservation deadline to the HCC and receives a countersigned copy back from the HCC.

3.4 If addenda or changes to the contract are agreed in the course of the execution of the contract, the text form shall be deemed to have been complied with if the corresponding declaration is transmitted in electronic format or by fax and is confirmed by the other party. Oral agreements must be confirmed in the same manner in text form without undue delay. A request at short notice for the installation of technical communication and entertainment systems can also be confirmed by a handover protocol.

#### § 4 Object of the contract

4.1 The object of the contract is the provision of spaces and rooms within the designated assembly facility for the intended purpose indicated by the Event Organiser as well as for the provision of event-related services. The assembly facility is provided based on approved escape routes and seating plans, which the Event Organiser is entitled to inspect at any time. The Event Organiser must ensure in any event that no further visitors are admitted to the event and that no further tickets are freely circulated than the number of visitors indicated in the approved escape routes and seating plan. New plans or any plans deviating from the already approved plans of the Event Organiser must be submitted in good time before the event (with a lead time of at least six weeks) to the responsible building authority for approval. After prior consultation with the Event Organiser, the HCC shall obtain the necessary approvals as a service for a fee. The costs and risk associated with gaining approval for the event shall be borne entirely by the Event Organiser.

4.2 Changes to the function rooms and areas provided, changes to escape routes and seating plans, as well as superstructures and installations may be made only with the prior written consent of the HCC and after obtaining any required regulatory approvals. Any required regulatory approvals (construction permits, changes of use) must be requested and processed through the HCC. The duration, costs and risk associated with the eligibility of the event approval shall be borne entirely by the Event Organiser.

4.3 The Event Organiser is granted a limited right of use for the common areas, pathways, WCs, cloakrooms and entrance areas for the duration of its event. The Event Organiser shall tolerate the co-use of these areas by third parties. If several events take place simultaneously at the assembly facility, each event organiser must behave in a manner that avoids disrupting the other events as far as possible. The Event Organiser is not entitled in terms of the contract to have any restrictions imposed on the event of another event organiser.

4.4 The function rooms and areas included in the assembly facility, such as the workshop area, technical rooms and office rooms do not form part of the object of the contract and are not provided to the Event Organiser unless a deviating provision is adopted in a contract or in an annex to a contract. This also applies to all walls and building surfaces, as well as to windows, ceilings and walls outside the assembly facility, in particular as part of common and entrance areas.

4.5 Any change of the event title, the time of the event, the type of event, the agreed content of the event, the purpose of use or a change of the Contracting Partner as well as any form of provision to third parties (e.g. for a fee or free of charge) must be consented to in advance in writing by the HCC. The consent may be refused without stating the reasons for the refusal. Consent will only be granted if the interests of the HCC regarding any existing or planned events are not affected.

#### § 5 Handover, careful use, return

5.1 Prior to the event, as a rule, when setup begins, each Contracting Party may demand a joint visit and inspection of the event areas, as well as the emergency exits and escape routes. If the Event Organiser detects any defects or damage to the object of the contract, they must notify the HCC without undue delay in writing. Both parties may demand that the handover be recorded in writing a protocol, stating the condition and any defects or damage. If the need for a handover protocol is waived, it must be assumed that no discernible defects exist beyond customary traces of wear and tear at the time of the inspection. If the Event Organiser detects defects at a later stage, or if the Event Organiser or its visitors cause damage, the Event Organiser is obliged to notify the HCC without undue delay. It is recommended that the Event Organiser take photographs of visible pre-existing damage and electronically notify the HCC of these defects, if possible before the event.

5.2 The Event Organiser shall ensure that the provided areas of the assembly facility including the furnishings and equipment in and at the facility are treated with due care and maintained in a clean condition. All types of damage must be reported without undue delay to the HCC. If there is an immediate risk that the damage will spread, the Event Organiser shall take the emergency measures required to mitigate the consequences of the damage without undue delay.

5.3 All of the objects, structures and decorations introduced for the event must be removed without residue upon expiry of the agreed deadline for dismantling and restored to the original condition. Any objects remaining in the assembly facility may be removed subject to a fee payable by the Event Organiser. If the object of the contract is not returned in time, the Event Organiser must in any event provide compensation for use equivalent to the usage fee. If the assembly facility is particularly soiled beyond the degree typical for events, the HCC is entitled to charge a cleaning surcharge to the Event Organiser. The assertion of further claims in the case of damage or delayed returned of the object of the contract remains reserved. Tacit renewal of the contractual relationship in the case of a delayed return is excluded. The provision in section 545 of the German Civil Code shall not apply.

## **§ 6 Usage fees, payments**

6.1 The agreed remuneration, including any advance payment due, results from the contract or from a 'service and cost overview' annexed to this contract. It comprises the usage fee for the Assembly Facility, ancillary costs and any supplementary services. If additional services are provided at the request of the Event Organiser after conclusion of the contract, or if additional ancillary costs are generated by the event, they must be reimbursed by the Event Organiser according to the quotation or the price list applicable at the time of the event.

6.2 The scope and costs payable by the Event Organiser for individual security services (event stewards, first-aid service, fire safety watch) depend on the nature of the event, the number of visitors and the event-specific requirements and risks in each individual case. The scope and, if appropriate, the necessary safety measures are determined as part of the assessment of the event by the HCC in consultation with the agencies responsible for security and fire protection.

6.3 Unless otherwise stipulated in the Contract, the Event Organiser must remit all payments to the account of the HCC within ten days after invoicing. In the event of payment default, the HCC is entitled to charge default interest at the rate of 9 percentage points over the base interest rate of the ECB to enterprises and persons acting for commercial purposes pursuant to section 288(5) of the German Civil Code [BGB], as well as a lump sum default charge of €40.00. For private individuals, the HCC is entitled to charge default interest at the rate of 5 percentage points over the base interest rate of the ECB in the event of late payments.

6.4 To secure its claims under the contract, the HCC is entitled to request the provision of reasonable securities prior to the event.

## **§ 7 Advance ticket sales, visitor numbers, seats for security personnel**

7.1 The Event Organiser shall be responsible for advance ticket sales and ticket sales for public events.

7.2 Compliance with the established plans for the event which are subject to approval (seating plans) and the maximum number of admissible visitors are an essential contractual obligation of the Event Organiser. For public events with advance ticket sales, the Event Organiser is obliged to agree the seating plan with the HCC prior to the start of the advance ticket sales. The tickets must be generated individually according to the released capacities in the respective ticket distribution systems. A matching procedure must be followed for hard tickets. The Event Organiser is not authorised to start ticket sales for the event prior to consultation with the HCC. If no admission tickets are sold, the Event Organiser shall be obliged for safety reasons to take other precautions to ensure capacity and access control if the HCC so requires.

7.3 The HCC is entitled to reserve seats for security staff for any event and to provide these seats to external services free of charge.

## **§ 8 Marketing and advertising, sponsors**

8.1 The Event Organiser shall be responsible for advertising the event. Advertising on the premises, on buildings and on walls, windows, columns, etc. requires the prior written consent of the HCC. The parties may agree that the HCC shall undertake the advertising for remuneration.

8.2 The Event Organiser must be mentioned by name on all printed matter, posters, admission tickets and invitations to indicate that a legal relationship is established only between the Event Organiser and the visitor and not between the visitor and the HCC.

8.3 When advertising the event or designing the advertising materials, the Event Organiser is to comply with corporate identity regulations and especially the HCC logo. When designing the admission tickets, the Event Organiser is obliged to visibly display the HCC logo on the front of the tickets in accordance with the requirements of para. 8.2. The corresponding templates for the HCC Corporate Design and logo will be provided by the HCC to the Event Organiser exclusively for the purposes pursuant to sentences 1 and 2.

8.4 The erection or placing of advertising panels or posters by the Event Organiser is permitted only subject to a separate agreement with the HCC (cf. para. 8.1). The Event Organiser shall be responsible for ensuring public safety in regard to all advertising placed in the assembly facility by them. This particularly includes the special responsibility for ensuring public safety during stormy, windy conditions.

8.5 The HCC is entitled to demand drafts of the designs for advertising, posters and advertising flyers for the planned event and to ban their publication or distribution if the content or design of those advertising means and materials is likely to impair the reputation of the Hannover State Capital or of the HCC.

8.6 The Event Organiser shall irrevocably exempt the HCC from all claims that arise from the fact that the event or advertising provided by the Event Organiser violates the rights of third parties (in particular, copyright, personal rights to likeness and name, trade mark rights, competition rights, personality rights, etc.) or other statutory provisions. The exemption obligation also extends to any dunning or judicial costs or costs for legal pursuit.

8.7 Recordings of the assembly facility and its furnishings for commercial use as well as its logos and names may be made or used only with the express prior written consent of the HCC.

8.8 Image and sound recordings for purposes of transmission, rebroadcasting or recording for all media and data carriers, such as radio, television, internet, virtual and physical storage media must be approved in advance by the HCC, irrespective of whether they are provided free of charge or for a fee.

8.9 The HCC is entitled to advertise the event in its event programme and on all advertising in the foyer and online, unless the Event Organiser objects in writing.

8.10 The HCC is entitled to produce and disseminate image and sound recordings of the event free of charge for the purposes of marketing the assembly facility unless the Event Organiser objects in writing. This shall be agreed in advance with the Event Organiser.

8.11 Advertising by the Event Organiser for third parties or third-party events within the assembly facility requires the consent of the HCC. The Event Organiser shall not be entitled to demand that any existing advertising of its own or third-party advertising of the HCC be dismantled, modified or restricted in any way during the event. This shall apply even if the advertised goods compete with the subject of the advertising of the Event Organiser.

8.12 Regarding the requirements for advertising in the assembly facility using signs, banners, stands, etc., we refer to the relevant provisions of the 'Technical guidelines for trade fairs and exhibitions'.

## **§ 9 Catering, merchandising, cloakroom**

9.1 Catering within the assembly facility shall be provided by the HCC. For private functions, the Event Organiser shall notify any wishes in regard to the catering in good time and coordinate them with the HCC to allow them to be fulfilled properly.

9.2 With the exception of provisions for performers, the Event Organiser is not permitted to bring food or beverages themselves or to allow a third party (caterer) to bring them to the assembly facility unless the HCC expressly allows this. Written approval is required in particular for:

- the sale and other provision of food, luxury foods, tobacco products and beverages of any kind for direct consumption or for take-away,
- the sale of sound recording media, souvenirs, postcards, special postage stamps and special seals, coins, jewellery and clothing, etc.,
- the setup of service or entertainment stalls

Approval may be made dependent on the payment of reasonable remuneration (catering compensation) and proof of a restaurant licence. For events including catering based on self-paying arrangements, which are not organised by the Event Organiser itself in return for a fee, the HCC reserves the right to additionally charge staff and if appropriate material costs by arrangement.

9.3 For public events, the visitor cloakrooms will be managed by the HCC. The HCC decides if and to which extent the cloakroom will be made available for a specific event. For public events subject to (advance) ticket sales, a fee for the cloakroom is generally required. If the cloakroom is managed, the Event Organiser shall ask visitors to check in their coats. The customary cloakroom fee at the posted rates must be paid by the visitors. Revenues from cloakroom fees shall be used to cover the management costs. The Event Organiser is responsible for expressly informing the visitors to their event as part of the ticket (pre)sales and at the entrance about any obligation to check in items at the cloakroom, as well as for any further binding instructions/prohibitions, and for enforcing those obligations. The revenues from the management of the cloakroom are solely at the HCC's disposal. No liability is assumed for items of value, money or keys in bags or in other items which are left in the cloakroom.

9.4 The HCC may refuse to staff the cloakrooms on a self-paying basis if it is not economically viable to do so. In this case, the Event Organiser will receive an offer for a lump sum or may decide to manage and staff the cloakroom at his own risk and liability against payment of a release charge.

9.5 For events not open to the public, the Event Organiser may require that the visitors' cloakroom be staffed against payment of the management costs. If the Event Organiser does not request the management and staffing of the cloakrooms, the HCC assumes no duty of care or safekeeping for items checked in by visitors. In this case, the Event Organiser shall bear the sole liability risk for any lost items belonging to visitors to their event.

## **§ 10 Service providers, third-party technical equipment, admissions and security staff/stewards**

10.1 All services, e.g. technology, cleaning, decoration, security, etc. for all sorts of events in the assembly facility and on the associated outdoor premises must be generally carried out in collaboration with the HCC and its approved partners.

10.2 Where third-party technical equipment is installed after prior arrangement, a corresponding flat fee for handling the equipment will be determined and charged on a case-by-case basis to cover the additional work.

10.3 Only qualified technical or admissions and security staff/stewards may be deployed. The aforementioned staff must be familiar with the assembly facility and must include technically qualified evacuation assistants.

10.4 The number of required admissions and security staff/stewards is determined based on the nature of the event, the number of visitors, potential event risks and any additional requirements imposed by the building and public safety authorities and defined on this basis by the HCC.

10.5 Admissions and security staff/stewards shall be employed by the HCC at the expense of the Event Organiser. If possible, the Event Organiser will be informed about the expected costs associated with these services when the contract is agreed. It is generally not possible for the Event Organiser to provide or employ admissions and security staff/stewards themselves.

10.6 In individual instances, justified by the nature of the event or the specific requirements for the admissions and security staff/stewards, such staff may be provided by the Event Organiser after a prior written request to the HCC and subsequent approval by the HCC. Paragraph 10.4 on the determination of the number of staff to be provided remains unaffected by the above.

#### **§ 11 Administrative approvals, statutory reporting obligations, German Society for Musical Performance and Mechanical Reproduction Rights (GEMA)**

11.1 The Event Organiser must comply with the reporting, notification and approval obligations required by the authorities or by law related to the event at its own expense.

11.2 The Event Organiser must comply with all relevant regulations applicable at the time of the event, in particular those imposed under the German State Construction Code (*Landesbauordnung*), the German Industrial Safety Act (*Arbeitsschutzgesetz*), the German Industrial Code (*Gewerbeordnung*), the German Act on the Protection of Youth (*Jugendschutzgesetz*) and the accident-prevention regulations of the statutory accident insurance funds (*Berufsgenossenschaften*) as well as the provisions of the NVStättVO.

11.3 For events due to take place on Sundays or public holidays, the Event Organiser is responsible for and required to obtain an exemption pursuant to the Act on Public Holidays (*NFeiertagsG*). This also applies to the arrangement of trade fairs and exhibitions pursuant to German industrial law and the related exemptions. If the Event Organiser intends to hold their event on a Sunday or public holiday, it is recommended that they make a preliminary enquiry with the responsible authority before concluding the contract. In any event, the risk of obtaining the approval remains with the Event Organiser. This shall apply even if the HCC agrees to process the application on behalf of the Event Organiser or to forward the documents to the responsible authority.

11.4 The Event Organiser shall be responsible for the taxes associated with event. The Event Organiser is also solely responsible for paying the contributions to the Artists' Social Security Fund (KSK) for all performers commissioned by the Event Organiser and for the payment of income tax and VAT for (foreign) performers subject to limited tax liability.

11.5 The Event Organiser is solely responsible for the timely registration and payment of the fees for the performance or reproduction of copyright-protected works with/to the GEMA (German Society for Musical Performance and Mechanical Reproduction Rights) or the GVL (German Society for the Exploitation of Performance Rights). The HCC may request written proof of the registration of the event with the GEMA and/or the GVL, written proof of invoicing by the GEMA and/or GVL or written proof of payment of the fees to GEMA and/or GVL from the Event Organiser in good time before the event.

11.6 If the Event Organiser is not willing or not able to provide proof of the payment of fees, the HCC can request that the Event Organiser pay a security in the amount of the anticipated fees due to GEMA and/or GVL in good time and by no later than 14 days before the event.

#### **§ 12 Radio networks/WiFi**

12.1 The Event Organiser is not authorised to install or operate its own radio networks or WiFi networks and/or WiFi access points without the consent of the HCC. If these networks are operated without consent, they can be taken out of service without prior notice. The assertion of compensation claims due to disruptions remains reserved.

12.2 Event organisers which use or make the internet connection (LAN or WiFi) of the assembly facility available to their visitors/guests shall be responsible for preventing any abusive use, in particular as a result of a violation of copyright, the distribution or downloading of protected or prohibited contents or due to the access of websites with content that is relevant under criminal law. If claims are asserted against the HCC for violations by the Event Organiser, the latter's event visitors, guests or other users within the Event Organiser's sphere of responsibility, the HCC shall be held harmless for all financial claims, including costs for legal defence, by the Event Organiser.



### § 13 Liability of the Event Organiser, insurance

13.1 The Event Organiser shall be responsible for ensuring public safety at the assembly facility with regard to all furnishings, installations, suspended/hanging objects and decorations and for the smooth and safe execution of the event.

13.2 The Event Organiser must return the assembly facility to the HCC in the same condition in which the Event Organiser took it over from the HCC. The Event Organiser shall be liable for all damage caused by it, the persons used by it to perform its obligations and vicarious agents or by the event participants in connection with the event. The application of sentence 2 of section 831(1) of the German Civil Code (BGB) is excluded.

13.3 Event-related damage is part of the sphere of risk of the Event Organiser, to the extent that the damage is based on the nature of the event, the participants or in the content or processes of the event. To this extent, the Event Organiser shall also be liable for damage caused by riots or as a result of demonstrations against the event or by similar occurrences triggered by the event.

13.4 The scope of the liability of the Event Organiser includes, in addition to personal injury and damage to the assembly facility and its furnishings, also damage that results from the fact that third-party events cannot be carried out at all or cannot be carried out as planned.

13.5 The Event Organiser shall hold the HCC harmless from all claims by third parties asserted in connection with the event, provided that they fall within the sphere of responsibility of the Event Organiser, persons used by the Event Organiser to perform its obligations, its vicarious agents or by its participants or visitors. Any contributory fault of the HCC and persons used by the HCC to perform the HCC's obligations or its vicarious agents must be taken into account on a pro rata basis. The responsibility of the HCC to ensure the safe condition and maintenance of the assembly facility pursuant to section 836 BGB remains unaffected.

13.6 The Event Organiser is obliged to take out German event organiser's liability insurance for the duration of the event, including for the installation and dismantling of the event. Proof of the Event Organiser's liability insurance must be shown to the HCC no later than 14 days prior to the start of the event. The required minimum insurance cover amounts are:

- EUR 3,000,000.00 (three million euros) for events of up to 200 people,
- EUR 5,000,000.00 (five million euros) for events of more than 200 people,
- EUR 5,000,000.00 (five million euros) for damage to buildings and premises,
- EUR 250,000.00 (two hundred and fifty thousand euros) for more extensive material damage to premises and furnishings,
- EUR 50,000.00 (fifty thousand euros) for material damage by visitors.

In lieu of the Event Organiser's liability insurance, proof of an existing business liability insurance policy can be provided. This business liability insurance must also cover damage in third-party locations and cover at least the listed insured sums.

Taking out the insurance does not result in any limitation of the liability of the Event Organiser vis-à-vis the HCC or third parties.

13.7 If the corresponding evidence is not provided at the latest 14 days before the start of the event and/or the cover is not as stipulated in para. 13.6 of these General Terms and Conditions for Events, then the HCC is entitled to take out corresponding insurance at the expense of the Event Organiser or to withdraw from the contract.

As a member of the EVVC (Europäischer Verband der Veranstaltungs-Centren e.V.; European Association of Event Centres), the HCC recommends the services of the insurance agent Howden Caninenberg GmbH for the third-party liability insurance for event organisers.

The insurance enquiry can be submitted via <https://www.howden-caninenberg.de/formulare/veranstalterhaftpflicht.php>

Login: **HCC**

Password: **Versicherung**

### § 14 Liability of the HCC

14.1 The HCC shall not incur any strict liability for damages for concealed defects (alternative 1 of section 536a(1) BGB) for the assembly facility and its furnishings as a result of the contract. This does not affect a claim for a reduction of remuneration due to defects if the HCC is notified of the defect or the intention to reduce the remuneration – provided the defect is identifiable and remediable – during the term of the provision of the assembly facility.

14.2 The HCC assumes no liability for any loss or damage to the Event Organiser's objects, equipment, installations or other items of value, unless an agreement for safekeeping for a fee or a special safekeeping arrangement is agreed. At the request of the Event Organiser, a security company licensed pursuant to section 34a GewO may be commissioned to guard the property at the expense of the Event Organiser.

14.3 The HCC shall be liable for material and economic damages suffered by the Event Organiser due to a grossly negligent or intentional breach of obligation by the HCC or if the HCC has expressly assumed a statement of guarantee for the services to be provided. Any further liability of the HCC for damages is excluded, with the exception of liability for personal damage as well as in the case of a breach of essential contractual obligations (cardinal obligations). Cardinal obligations or essential contractual obligations are obligations which must be fulfilled to enable proper execution of the contract in the first place, on which the Contracting Partner generally relies and may rely, hence the essential principal contractual obligations.

14.4 If the HCC is responsible for any personal damage or breach of cardinal obligations, the HCC shall be liable in deviation from para. 14.3 in accordance with the statutory provisions even in the case of a breach of obligation that is based on simple negligence. In the event of a breach of an essential contractual obligation, the liability of the HCC for damages in cases of simple negligence is limited to the foreseeable, typical average direct damage according to the nature of the agreement.

14.5 The limitations of liability pursuant to the preceding paras. 14.3 and 14.4 also apply to the benefit of the legal representatives of the HCC and persons used by the HCC to fulfil its obligations.

## **§ 15 Cancellation, withdrawal, termination without notice**

15.1 If the Event Organiser does not hold the event at the agreed time for a reason that does not fall within the sphere of responsibility of the HCC, the Event Organiser is obliged to pay compensation corresponding to the agreed usage fee. The same applies if the Event Organiser withdraws from the contract or terminates the contract without notice, without deriving an individually agreed or mandatory statutory right of termination or withdrawal from this act. In these cases, the cancellation compensation shall be:

- up to 12 months before the start of the event: 0%
- up to six weeks before the start of the event: 50%
- up to four weeks before the start of the event: 75%
- less than four weeks before the start of the event: 90%

of the agreed usage fee. The cancellation, termination or withdrawal must be declared in writing and must be received by the HCC within the above deadlines. If the HCC suffers greater damage, the HCC is entitled to show the actual damage suffered instead of the liquidated compensation in the relevant amount and claim that amount from the Event Organiser. The Event Organiser remains entitled to show that the HCC has incurred no or substantially less damage, or that the expenses incurred are less than the claimed cancellation compensation.

15.2 Costs resulting from the cancellation of the event for services that have already been commissioned from third parties (security services, first-aid service, fire protection, cloakroom staff, technical systems, etc.) must be refunded by the Event Organiser on a case-by-case basis, unless they are included in the usage fees pursuant to clause 15.1 and listed therein.

15.3 If the HCC succeeds in hiring out the assembly facility on the cancelled date to a third party for remuneration, the claim for damages pursuant to clause 15.1 and 15.2 remains in effect if the provision to the third party would also have been possible on another date and/or does not generate an equivalent amount to cover the HCC's losses.

15.4 For cancellations with less than 4 weeks lead time, the HCC reserves the right to additionally charge for any goods and services already procured or ordered in relation to catering, technology, staff or equipment (e.g. hired furniture, catering equipment) at the direct value of the goods at cost price. In the event of a postponement that does not lead to a cancellation of the event and which is within the sphere of responsibility of the Event Organiser, the HCC reserves the right to charge a processing fee.

15.5 The HCC shall be entitled to terminate the contract without notice in the event of a breach of essential contractual obligations, in particular if:

- a) the payments to be made by the Event Organiser (usage fees, advance payments, securities, etc.) are not paid on time
- b) proof of the event organiser's third-party agreed liability insurance is not provided
- c) the administrative approvals or permits required for the event are not granted
- d) the purpose of use described in the contract is materially modified without the consent of the HCC
- e) the Event Organiser, upon conclusion of the contract, has failed to disclose - and specifically in connection with the purpose of use - that the event is held by a 'radical, political, religious or pseudo-religious' association or contains elements of that nature
- f) the Event Organiser violates statutory provisions or safety and fire protection provisions
- g) the Event Organiser does not comply with their statutory and administrative obligations - to the extent that they are related to the event - or with contractually assumed communication, notification and payment obligations to the HCC or authorities or GEMA/GVL (German Society for the Exploitation of Performance Rights),
- h) insolvency proceedings have been commenced, or if commencement has been refused for lack of assets and if the Event Organiser or the insolvency administrator fails to comply with their contractual obligations or does not comply in a timely manner.

15.6 If the HCC makes use of its right of withdrawal based on one of the reasons in para. 15.5, the HCC retains its claim to payment of the agreed remuneration, subject, however, to the deduction of the expenses saved.

15.7 Before declaring withdrawal or exercising its right of termination without notice for a compelling reason, the HCC is obliged to set a deadline for performance to the Event Organiser, subject to notice of refusal, if the Event Organiser is able - with due consideration of the overall circumstances of the case - to remove without undue delay the cause that gives rise to the withdrawal or termination without notice.



15.8 If the Event Organiser is an agency, the HCC and the agency shall have a special right of termination if the client of the agency cancels or terminates the assignment. This special right of termination can be exercised only if the client assumes in full all rights and obligations from the existing contract with the HCC and provides adequate security at the request of the HCC.

## **§ 16 Force majeure**

16.1 Force majeure is an external event that has a massive impact on the contractual relationship and which is not reasonably foreseeable, and which cannot be prevented or rendered harmless by economically tolerable means, even with the utmost care reasonably expected in the light of the facts.

16.2 If an event cannot be held on the agreed date due to force majeure, both parties are entitled to withdraw from the contract unless an agreement is reached on the postponement of the event.

16.3 In the event of withdrawal or postponement, the Event Organiser remains obliged to compensate the HCC for expenses already incurred. The expenses include the costs for external services already commissioned as well as the HCC's costs for preparing for the event. Regardless of the actual amount, these can be compensated at a flat rate of up to 25% of the agreed fees, unless the Event Organiser objects. If the expenses are billed according to the actual cost, there is no limit to the amount. In all other respects, both Contracting Parties shall be released from their payment and performance obligations.

16.4 The number of visitors attending as well as any cancellation or no-show of experts, speakers, performers or other event participants are within the Event Organiser's sphere of risk. The latter also applies to external events such as demonstrations and threats, which are usually influenced by the nature of the event, its content and the media's perception of the event. It is recommended that the Event Organiser take out interruption and cancellation insurance for the event if the Event Organiser wishes to cover the financial risks associated with a cancellation of the event.

16.5 The provisions in paras. 1 to 4 apply accordingly if the execution of the event is unreasonable as a result of an acute pandemic situation pursuant to the Infection Protection Act (*Infektionsschutzgesetz*) and pursuant to ordinances or administrative orders based on this Act.

## **§ 17 Abandonment of events**

In the event of a breach of essential contractual obligations and a breach of event-related statutory provisions and administrative orders, the HCC may request the Event Organiser to immediately evacuate and return the contracted facilities. If the Event Organiser fails to comply with such a request, the HCC is entitled to have the premises vacated at the expense and risk of the Event Organiser. In this case, the Event Organiser remains obliged to pay the full remuneration. The HCC remains entitled to assert further claims for damages against the Event Organiser.

## **§ 18 Rights of offset and retention**

18.1 The Event Organiser shall be entitled to exercise rights of offset and retention vis-à-vis the HCC only if the Event Organiser's counterclaims have been declared to be final and binding by a court of law, are uncontested or are acknowledged by the HCC.

18.2 All revenues generated for the Event Organiser from the (advance) sale of tickets are herewith assigned to the HCC up to the amount of the HCC's claims from the event contract.

18.3 The Event Organiser is entitled to assign claims derived from the contractual relationship only after the prior written consent of the HCC.

## **§ 19 Data processing, data protection**

19.1 The HCC makes the premises identified in the contract available to the Event Organiser for events and provides event-related services through its own employees and commissioned service providers. To comply with the contractually agreed business purposes, personal data transmitted by the Event Organiser to the HCC are processed in accordance with the provisions of the EU General Data Protection Regulation [GDPR] and the German Federal Data Protection Act [BDSG]. For its part, the Event Organiser is obliged to inform all data subjects whose data are transmitted to the HCC in the course of planning and carrying out the event about the purposes specified in paras. 19.2 to 19.5.

19.2 Service providers for event-related services receive personal data of the Event Organiser and of their contact persons with decision-making powers from the HCC in order to provide their services to the extent that it is necessary for the performance of the contract or is consistent with the legitimate interests of the Event Organiser in accordance with point (f) of Article 6(1) GDPR. In addition, the HCC uses the data of the Event Organiser for mutual information and communication before, during and after an event, as well as for its own event-related offers.

19.3 The personal data of the Event Organiser, the Event Manager, and their contact persons with decision-making powers may also be transmitted to the responsible bodies/authorities, especially the police force, fire brigade, the regulatory authority and the first aid and emergency medical services, in order to coordinate the corresponding security plan for the event.

The HCC reserves the right to use the data of the Event Organiser and of their appointed contact persons with decision-making powers in addition to the purposes stated in paras. 19.1 to 19.3 for the HCC's own marketing purposes, including marketing sent out by the HCC itself. The data subject may object at any time to the processing of his/her personal data for marketing and advertising purposes. In this case, the personal data will no longer be processed for these purposes. The objection can be filed in any form and should be submitted by email if possible to [bockkom@hcc.de](mailto:bockkom@hcc.de) or by telephone at: +49 511 8113320.

19.4 The HCC will process and store all personal data obtained from the Event Organiser for as long as required to comply with contractual and statutory obligations. These data are usually deleted by the HCC after five years in compliance with tax and commercial regulations, provided that the business relationship is not continued.

19.5 If a data subject does not consent to the storage or handling of their personal data or if it has become outdated, the HCC will arrange for the erasure or blocking of the data or make the necessary corrections based on the data subject's instruction. Upon request, the data subject will be informed free of charge about all personal data relating to him/her stored by the HCC.

## **§ 20 Place of jurisdiction, severability clause**

20.1 The place of performance for all claims under the contract is Hannover. The contract is governed by the law of the Federal Republic of Germany.

20.2 If the Event Organiser is a company or has no general place of jurisdiction in the Federal Republic of Germany, Hannover is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

20.3 If individual clauses of these General Terms and Conditions for Events are or become ineffective, this shall not affect the validity of the other provisions herein. The invalid provision shall be replaced by the corresponding statutory provision of the German Civil Code (BGB).

**These Event Terms and Conditions apply with effect as of 15/09/2021. On that date, the General Terms and Conditions for Events of 01/07/2018 shall cease to apply.**

**Hannover, 01/09/2021**

## Event Terms and Conditions

### Part IV. Facility regulations

The Facility Regulations define the rights and obligations of visitors/spectators during their visit to the public assembly facilities of the Hannover State Capital. The Event Organiser and the Hannover Congress Centrum (hereinafter the 'HCC') shall check compliance with the obligations vis-à-vis visitors to the event.

Only event visitors and guests of the HCC or leaseholders of the HCC and their Event Organisers are permitted to be **present** at the Assembly Facility. Spectators/visitors must take the place indicated on the admission ticket for the event concerned and must use the entrances specified for this purpose. Upon leaving the Assembly Facility, the admission ticket becomes invalid.

All facilities at the Assembly Facility must be used **with care and consideration**. Inside the Assembly Facility, every person must behave in a manner that prevents any damage, risk or - to an avoidable extent - inconvenience or nuisance for other people. Smoking is prohibited. This also applies to the use of e-cigarettes.

For safety reasons, the HCC and the Event Organiser may order the **closing of rooms**, buildings and outside event areas and their evacuation. All people present in the Assembly Facility and on the premises must follow such instructions promptly and leave the Assembly Facility immediately should evacuation be ordered.

**Cloakroom, bags and body checks:** for security reasons, event participants may be prohibited from taking bags and backpacks into the facility, and may be ordered to leave bags, backpacks and outdoor clothing in the cloakroom at normal fees. In the absence of any prohibitions to this effect, visitors must expect that bags and body checks will be performed and that the content of containers, coats, jackets and cloaks will be inspected. Visitors who do not agree to the seizure of items by admissions or security staff that may present a hazard for the event or for visitors will be expelled from the event. Expelled visitors are not entitled to claim reimbursement of the admission fee.

**No liability is assumed for items of value, money, for keys in bags, backpacks or other items left in the cloakroom.**

People evidently under the **influence of alcohol or drugs** will be expelled from the event and must leave the Assembly Facility. Visitors expelled from the Assembly Facility are not entitled to a refund of the admission fee.

The **provisions of the German Act on the Protection of Youth** apply. Special arrangements apply only with an express notice at the ticket offices and admission areas.

**Visitors are not permitted to carry the following items with them:**

- Racist, xenophobic or radical propaganda material
- Weapons and corrosive or colouring substances, as well as hazardous substances of any kind
- Hazardous items, as well as items that may inflict physical injury to people if thrown.
- Gas spray containers, corrosive or colouring substances, or a pressurised container for easily ignitable gases or gases that are damaging to health, except for common pocket lighters and hairspray, deodorants and perfumes
- Fire crackers, rockets, Bengals, smoke powder, sparklers, flares and other pyrotechnical objects
- Mechanical and electrically operated noise-making instruments
- Containers made of breakable or splintering materials
- All food and beverages belonging to visitors
- Devices for sound or image recording for commercial purposes, without the approval of the Event Organiser
- Animals (dependent on room and event)

**Right to one's own image:** if employees of the HCC, the Event Organiser or commissioned companies produce photographs, films and/or videos in the Assembly Facility for reporting or advertising purposes, such recording activity may not be obstructed or impaired in any other way. **All people who enter the Assembly Facility or are present in the Assembly Facility are informed about those photography, filming and video recording activities in the area of the Assembly Facility through these Facility Regulations. In accordance with section 23 of the Act on Copyright in Works of the Visual Arts and Photography (KunstUrhG), recordings of the participants and visitors to events may be published without requiring the consent of the data subject.**

**Noise level for music events:** Visitors are advised that permanent damage to hearing may result from the attendance at musical performances. To reduce the risk of hearing loss, we recommend the use of ear plugs or comparable hearing protection. For such events, the Event Organiser shall make visitors aware of the relevant risks in the entrance area of the Assembly Facility and will make ear plugs available to them if so requested. The provisions in the noise regulations (TA Lärm - Neighbourhood protection), the regulations of the German statutory accident insurance funds (DGUV V3 - Protection of employees) and the standard DIN 15905 Part 5 (Protection of audience) apply.

**Admission bans** shall apply to all current and future events held at the Assembly Facility. An admission ban will be revoked only upon a written and justified request, which shall be decided by the HCC within three months.

Hannover, 15/09/2021

## Event Terms and Conditions

### Part V. Covid-19 Supplement to the Facility Regulations

**Dear Participants and Visitors,** We are delighted to be able to host your event at the Hannover Congress Centrum.

For as long as a pandemic situation has been declared by the responsible authorities, our applicable facility regulations will be supplemented by the following protective and hygiene measures within the framework of the officially defined requirements.

To minimise the risk of transmission of Covid-19 (SARS-CoV-2), all protective and hygiene measures required for the event must be complied with in full. This applies to our employees and service partners as well as to all participants and visitors to the event.

Our current facility regulations are supplemented by the present protective and hygiene measures. Attendance at events is only permitted subject to strict compliance with the following measures:

- 1. Face masks:** Wearing a face mask is **mandatory** when approaching, entering and leaving the building. Please bring your own face mask. You may only remove your face mask once you are seated. You are required to wear your face mask whenever you leave your seat, even if only temporarily.
- 2. Compliance with the general hygiene regulations:** Keep a sufficient distance of **at least 1.5 metres** from people who are not members of your household. Make use of the hand sanitiser provided. Please show proper consideration for other participants and visitors by respecting sneezing and coughing etiquette. There are reminders of the hygiene rules on site. Visitors with cold symptoms are asked not to attend the event. The HCC is entitled and obliged to exclude visitors with cold symptoms from the event.
- 3. Admission** - The existing admission and orientation system enables you to always keep a sufficient distance from other people. Wearing **a face mask is mandatory** when approaching, entering and leaving the building. Please take your place as soon as possible after admission.
- 4. Cloakroom:** If at all possible, please refrain from bringing **any coats, jackets or bags** into the building. For reasons of protection and hygiene, we can only offer a limited cloakroom service. Coats, jackets and bags must be taken to your seat in case of doubt. We assume no liability for the items you have deposited. Please note: Bags larger than DIN A4 are still not permitted. For safety reasons, we will continue to carry out random checks of bags that you bring with you.
- 5. Personal data for track & trace:** To enable track & trace to take place in the event of an infection, the Event Organiser is obliged to keep a list of all participants and visitors. The data are collected for the purpose of tracking and tracing the chain of infections in connection with the Covid-19 pandemic. For this reason, we must ask you to provide your name, address and telephone number. **Participants and visitors who do not provide their data will unfortunately not be able to attend the event!**



## Template for the documentation of attendees

**First name, surname:**

**Address:**

**Telephone number:**

The legal basis for the collection and processing of data is Article 6(1)(c) GDPR in conjunction with the applicable provisions of the Corona Protection Ordinance. The aforementioned data will be transmitted to the responsible health authority on request for the aforementioned purposes.

The data are saved for a period of **four weeks** from the time of the event, after which they will be erased or destroyed.

### Template text for the Event Organiser

**ONLY FOR CULTURAL EVENTS WITH ADMISSION TICKETS:** If you buy tickets for several people, their personal data must also be kept to hand and communicated on request. If you would like to sit next to each other or together, please indicate when purchasing tickets whether you will attend the event with a member of your own household and/or another household. We will try to offer you seats next to each other. Otherwise, a distance of at least 1.5 m must be maintained between seats. On the evening of the event itself, all our visitors are obliged to carry their ID and to present it at the box office on request and when purchasing tickets.

No designated seats – We cannot currently sell designated seats, but only the right to a seat in a certain row. Every other row must be kept free to maintain sufficient distance from the visitors in the rows in front and behind. Upon admission this means that you must move toward the centre of the row and always leave three seats empty between people who are not members of your household. The stewards will assist with these seating arrangements and guide you to your seat.