

GENERAL TERMS AND CONDITIONS  
Heidelberg Congress Center

§ 1	Scope of Application .....	2
§ 2	Contracting Parties, Organizer, Authorized Representative .....	2
§ 3	Reservations, Conclusion of the Contract, Amendments to the Contract.....	2
§ 4	Object of the Contract.....	2
§ 5	Surrender, Careful Treatment, Return of Possession.....	3
§ 6	User Fee, Payments .....	3
§ 7	Ticket Presales, Visitor Numbers .....	4
§ 8	Marketing and Advertisement, Sponsors .....	4
§ 9	Economic Use, Merchandising, Cloakroom and Parking Garage .....	5
§ 10	Permits from Authorities, Statutory Duty to Notify, GEMA .....	5
§ 11	Wireless Networks/Wifi .....	6
§ 12	Liability of the Organizer, Insurance .....	6
§ 13	Liability of the Operator .....	7
§ 14	Canceling, Rescission, Termination for Cause .....	7
§ 15	Force Majeure .....	8
§ 16	Right to Set Off and Right of Retention .....	9
§ 17	Data Processing, Data Protection .....	9
§ 18	Jurisdiction, Severability Clause .....	10

## **§ 1 Scope of Application**

1.1 The present General Terms and Conditions of Heidelberger Kultur- und Kongressgesellschaft mbH (hereafter referred to as "operator") shall apply to making available any event spaces, rooms and halls in and on the premises of Heidelberg Congress Center (hereafter referred to as "HCC"). They shall also apply to any event-related services or works as well as the provision of mobile equipment and technology.

1.2 These General Terms and Conditions shall apply with regard to any natural person (hereafter referred to as individual), professional person, legal person according to private or public law as well as special public authorities (hereafter referred to as company). With regard to companies, these General Terms and Conditions shall also apply to any future contractual relationships, including multi-year recurring contracts.

1.3 Any additional or contradicting terms and conditions of the customer (hereafter referred to as organizer) shall not apply unless the operator has expressly accepted them in written form. In case of agreements in the contract that deviate from the present General Terms and Conditions, they shall always prevail over the respective provision within these General Terms and Conditions.

## **§ 2 Contracting Parties, Organizer, Authorized Representative**

2.1 The contracting parties shall be the operator as well as the organizer designated in the contract. If the organizer hosts an event for a third party (f. ex. as an agency), the organizer shall reveal this to the operator and provide the name of the third party to the operator in writing and at the latest upon concluding the contract. As contracting partner of the operator, the organizer shall remain responsible for any duties incumbent upon the "organizer" according to the wording of these General Terms and Conditions. Any changes to the organizer or making available the HCC to a third party, in whole or in part, with or without a fee, shall require the express written consent of the operator.

2.2 At least 30 days before the start of the event, the organizer shall provide to the operator with the name of the authorized representative in charge of managing the event who shall, upon request by the operator, assume the role and responsibilities of an event manager according to "Baden-Württembergische Verordnung über Bau und Betrieb von Versammlungsstätten" (VStättVO, Baden-Württemberg Regulation on the Construction and Operation of Places of Assembly).

2.3 In case of noncompliance with the duties incumbent upon the organizer according to these General Terms and Conditions, restrictions may be placed on the event or the event may be called off.

## **§ 3 Reservations, Conclusion of the Contract, Amendments to the Contract**

3.1 Oral, electronic or written reservations for a specific event date shall only be an option to conclude a contract at a later time. They shall be granted only for a limited time and are non-binding with regard to any subsequent conclusion of a contract. They shall end at the latest when the period specified in the reservation expires or on the (return) deadline specified in the contract. There shall be no right to extend any ending options. Reservations and event options may not be transferred to third parties. Recurring events or rental of rooms and spaces for specific dates shall not establish a right for the future, insofar as there are no individual provisions on that in the contract.

3.2 Event contract shall be concluded in writing to be valid. If the operator sends unsigned copies of a contract proposal to the organizer, the contract shall be concluded only once the organizer has signed the contract copies, has sent them back to the operator within the time period specified in the contract and has received a signed copy of the contract from the operator. The text form shall be considered fulfilled if the copies of the contract bear a simple electronic signature.

3.3 To agree on any retrospective amendments or changes to the contract, the respective declaration shall have to be sent to the contracting party in writing and shall require confirmation by the contracting party. Any oral agreements shall have to be confirmed in the same way in writing and immediately. Any short notice request for and the installation of media as well as technical equipment for the event may also be confirmed with an inspection protocol.

3.4 Any type of change to the company (company name, address etc.) shall be communicated to the operator immediately. Changes to invoices shall be invoiced at a flat rate of € 15.00 plus VAT for every change that is notified retroactively.

## **§ 4 Object of the Contract**

4.1 The object of this contract shall be to make available spaces and rooms within the HCC for the purpose of use specified by the organizer as well as the provision of event-related services. Making available the HCC, event spaces and rooms shall be subject to respecting escape routes and seating plans with a fixed visitor capacity as approved by the authorities. The exact designation of the object of use, the maximum visitor capacity and the purpose of use shall be communicated in writing in the contract or as an annex to the contract. In case visitor capacities are not defined, the organizer may, upon presentation of their event planning, request to see the existing

approved escape routes and seating plans at any time. Any regulatory and public authority directive to reduce visitor capacities shall be complied with. The organizer shall be responsible for ensuring that the number of admitted visitors to the HCC never exceeds admissible numbers.

4.2 The organizer shall have a limited right to use common areas, ways, bathrooms, cloakrooms and entrances for the duration of the event. In particular, the organizer shall be obligated to tolerate the use of these spaces by third parties. If several events take place at the HCC at the same time, every organizer shall be obligated to conduct themselves in a way that any disruption of the other event is ideally avoided. The organizer shall have no contractual right to restrictions on other organizers' events.

4.3 Any functional rooms and spaces of the HCC, like workshops, storages, technical rooms and offices, shall not be part of the object of this contract and shall not be made available to the organizer unless otherwise agreed in the contract or in an annex to the contract. The same shall apply to all wall and building spaces as well as windows, ceilings and wall spaces outside the HCC, in particular within common areas and entrances.

4.4 Any changes to the event title as designated in the contract, the time period of the event, the type of event, the agreed event contents, the purpose of use or any change of contracting party shall require the prior written consent of the operator. Consent may be refused without reason. Consent shall only be given if the operator's interests are not adversely affected in particular with regard to any ongoing or planned events.

## **§ 5 Surrender, Careful Treatment, Return of Possession**

5.1 Prior to the event, usually upon starting the setup, every contracting party may request a joint inspection and tour of the event spaces that have been made available as well as emergency exits and escape routes. If the organizer finds any defects or damages to the object of the contract, they shall be communicated to the operator immediately and in writing. Both parties may request the creation of an inspection protocol recording the condition and any possible defects or damages. If the creation of an inspection protocol is waived, it shall be assumed that no visible defects, apart from the usual signs of wear and tear, are present at the time of surrender. Should the organizer discover any damages at a later time or should the organizer or a visitor of the organizer cause any damage, the organizer shall be obligated to inform the operator of the damage immediately. It is recommended to take pictures of any visible existing damages and to either inform the operator of them in electronic form or send the pictures in electronic form, wherever possible before the event.

5.2 The organizer shall be responsible for treating the HCC's spaces including any equipment therein, which are made available to the organizer, with care and to keep them neat. Any kind of damage shall have to be reported to the operator immediately. If there is an immediate threat of further damages, the organizer shall be obligated to immediately take any measures required to mitigate any consequences of these damages.

5.3 Any objects, constructions or decorations that were added for the event shall be removed entirely by the agreed removal date and the original condition shall be reinstated. Any objects that remain in the HCC may be removed at the expense of the organizer. If the object of the contract is not cleared and returned on time, the organizer shall always pay a compensation for use based on the user fee. In case of excessive dirt within the HCC, exceeding the usual event-related amount the operator shall have the right to charge the organizer with a cleaning fee. We reserve the right to further claims in case of damages or late return of the object of the contract. Any tacit extension of the contract in case of late return shall be excluded. Section 545 BGB (German Civil Code) shall not apply.

## **§ 6 User Fee, Payments**

6.1 The agreed fee including any advance payment to be made shall be defined in the contract and/or an annex to the contract entitled "Prices and Services". Insofar as nothing else was explicitly agreed, any agreed fees shall be subject to the statutory VAT applicable at the time the service was delivered.

6.2 The costs for and the amount of security services (security staff, medical staff, fire watch security guard) shall depend on the type of event, the number of visitors and the event-specific requirements and risks in each individual case. The amount of necessary security measures, if applicable, shall be determined as part of the evaluation of the event by the operator in coordination with the relevant entities responsible for safety and fire protection.

6.3 If more than four months remain between the conclusion of the contract and the event, any agreed fees may be adjusted by up to 10% according to current market price developments. This shall apply to increases as well as decreases. Any circumstances entitling the respective contracting party to an adjustment shall have to be demonstrated in detail. Price adjustments may be applied once a year, counting from the time the contract was concluded. Any price adjustment within this framework shall only be admissible if it was not caused by circumstances attributable to one of the contracting parties alone. If a price adjustment leads to an unreasonable increase or decrease of payable fees, the contracting parties shall enter renegotiations regarding the price adjustment.

Calculation and determination of prices for event-related services are based on several months of planning and lead times. If the organizer commissions additional services at short notice (= less than four weeks prior to the event), any acceptance of such a job by the operator shall be subject to the proviso that these services can still be provided in the time remaining. Prices may be up to 50% higher than regular prices in case of jobs commissioned at short notice. The organizer will be expressly informed about this in case of jobs commissioned at short notice and shall receive an updated "Services and Prices" catalog which the organizer shall have to confirm.

6.4 Insofar as no other agreements exist in the contract, any payments by the organizer shall be made within 14 days of the invoice date into the bank account of the operator. In case of default, the operator shall have the right to charge companies and professional persons according to section 288 (5) BGB with a default interest at nine percentage points above the ECB's base rate as well as a flat-rate fee for default in the amount of EUR 40. The operator shall have the right to charge individuals with a default interest of five percentage points above the ECB's base rate in case of late payment.

6.5 As security for the operator's claims from this contract, the operator shall have the right to demand an adequate security deposit from the organizer.

6.6 If the HCC's internal freight elevators are used to transport material required for setup and dismantling, one elevator operator per elevator provided by the operator shall be employed at the expense of the organizer.

## **§ 7 Ticket Presales, Visitor Numbers**

7.1 Ticket sales and presales for public events shall be the organizer's responsibility. The organizer has the option to use the ticketing services and the presales network of Heidelberg Marketing GmbH at the organizer's expense.

7.2 Adhering to established plans (seating plans) for the event, which are subject to approval, as well as respecting the maximum number of visitors are essential contractual duties of the organizer. In case of public events with ticket presales, the organizer shall be obligated to agree on the seating plan with the operator prior to starting ticket presales. In accordance with approved capacities, tickets shall have to be registered separately in the respective ticketing system. The same shall apply to selling hard tickets. The organizer shall not have the right to start presales for tickets before the above-mentioned aspects have not been clarified. For security reasons and at the operator's request, the organizer shall be obligated to take other measures for capacity and admission controls, if no tickets are sold.

7.3 The operator shall have the right to reserve up to ten free staff tickets for every event, in particular for sanitation, control and security staff, and to make these available to the external services free of charge.

## **§ 8 Marketing and Advertisement, Sponsors**

8.1 Any advertisement for the event shall be the responsibility of the organizer. Advertisement on the premises, on the building or on walls, windows, pillars etc. shall require the operator's previous written consent. The same shall apply to any advertisement of the organizer on behalf of third parties or for third party events within the HCC.

8.2 The organizer shall have no right to removal, changing, or restricting of the operator's self-advertising or third party advertising for the duration of the event.

8.3 The organizer's name shall appear on any print outs, posters, tickets and invitations to make it clear that any legal relationship will be established exclusively between the visitor and the organizer, not the visitor and the operator.

8.4 The organizer shall be obligated to consistently respect the operator's corporate identity (f. ex. logo), if the organizer makes use of it for marketing the event and designing the respective ad materials. The operator shall have the right to demand from the organizer that the operator's logo is placed on the front side of the ticket, notwithstanding any provisions under number 8.3. Relevant provisions on the corporate design and logo of the operator shall be discussed with the operator beforehand and will be provided by the operator for that purpose.

8.5 If the organizer wants to install or attach ads or posters, this shall only be admissible in case of a special agreement with the operator (see number 8.1). The duty to maintain a safe environment with regard to any ads that were put up at the HCC shall be incumbent upon the organizer. This shall include a duty to take special safety measures in case of stormy weather. Unauthorized ads shall not be permitted and shall obligate the organizer to pay compensation of damages. The organizer shall ensure that any ads and signs that were put up are removed promptly after the event has ended and at the organizer's own expense. Otherwise, the operator shall have these works carried out at the expense of the organizer.

8.6 The organizer shall hold the operator harmless from any claims of third parties that are established due to the organizer's marketing of their event in the event calendar, on the website, on social media platforms (f. ex. Instagram, TikTok, Facebook etc.), in newsletters, brochures, newspapers, magazines and similar media (digital

and print), on ad material and tickets by using images and audio files as well as label and trademark protected content that violates the rights of third parties, in particular copy rights, rights protecting images and names, personality rights or any other statutory provisions.

- In the event calendar
- on the website
- on social media (f. ex. Instagram, Facebook)
- in newsletter, brochures
- newspapers, magazines and similar media (digital and print)
- on merchandizing articles and tickets

The duty to hold harmless shall also include any potential dunning, court and legal fees.

8.7 Any photos of the HCC and its equipment for commercial use as well as its logos and names may only be used and/or made with the express prior written consent of the operator.

8.8 Any image or audio recordings for the purpose of broadcasting, distributing or recording on any kind of media or data carrier, like f. ex. radio, television, Internet as well as virtual and physical storage media, shall have to be authorized by the operator in writing, regardless of whether they are fee-based or not.

8.9 The operator shall have the right to publicize the event on all analog and digital marketing channels, unless the organizer objects in writing.

8.10 The operator shall have the right to make image and audio recordings of the event free of charge for the purpose of marketing the operator's event location HCC, and to distribute these unless the organizer objects in writing. The organizer shall be consulted beforehand.

## **§ 9 Economic Use, Merchandising, Cloakroom and Parking Garage**

9.1 The operator and associated gastronomical businesses shall have the exclusive right to provide gastronomical services. With the exception of catering for artists, the organizer, whether themselves or via third parties (caterer), shall not have the right to bring food and drinks into the HCC, unless the operator has given their express approval. Approval may be conditional on paying an adequate fee (transfer fee for catering) and on presenting proof of a valid restaurant permit.

9.2 During the event, the organizer shall only have the right to market so-called event-related products like programs and merchandising. Using or setting up sales stands shall be permissible exclusively in the areas the operator has designated for that purpose and sales activities outside sales stands shall require the prior written consent of the operator which may be conditional upon payment of a fee.

9.3 Cloakroom services for public events shall be offered by the operator. The operator shall decide to what extent the cloakroom shall be made available for the respective event. If cloakroom services are offered, the organizer shall advise visitors to make use of the cloakroom. Any fees for the economic use of the cloakroom shall be at the organizer's expense. No liability is assumed for valuables, money or keys in bags or any wardrobe handed in.

9.4 In case of non-public events, the organizer shall have the right to demand the cloakroom to be staffed at the organizer's expense. If the organizer does not commission economic use of the cloakroom, the operator shall not assume any duty of safekeeping and duty of care for wardrobe left in any generally accessible cloakroom area. The organizer shall bear the sole liability for any lost wardrobe of visitors to the organizer's event.

9.5 A public parking garage is available below the HCC building. If the event profile requires the parking garage to be cleared, the organizer shall bear the expense for clearing it.

## **§ 10 Permits from Authorities, Statutory Duty to Notify, GEMA**

10.1 The organizer shall have to comply with any regulatory and statutory duty to inform, to notify and to approve at the organizer's own expense.

10.2 The organizer shall respect any relevant provisions applicable at the time the event takes place, in particular those of the "Landesbauordnung" (Building Code of Baden-Württemberg), the Occupational Safety Act, the "Gewerbeordnung" (Trade, Commerce and Industry Regulation Act), the "Jugenschutzgesetz" (Protection of Young Persons Act) as well as any accident prevention provisions of professional associations and the provisions of the "Baden-Württembergische Verordnung über Bau und Betrieb von Versammlungsstätten" (VStättVO, Baden-Württemberg Regulation on the Construction and Operation of Places of Assembly).

10.3 The organizer shall be responsible for submitting an application to be exempt from the "Gesetz über die Sonn- und Feiertage" (FTG, German Act on Sundays and Holidays) in case of events on Sundays or holidays. The same

shall apply for any official stipulations based on the German “Gewerbeordnung” concerning fairs and exhibitions as well as associated exemptions. Insofar as the organizer plans to host an event on a Sunday or on a holiday, it is recommended to submit a preliminary request to the relevant authority before concluding the contract. In any case, the organizer shall bear the risk with regard to approval. The same shall apply if the operator offers to carry out the application on behalf of the organizer or to pass on documents to relevant authorities.

10.4 The organizer shall bear any taxes arising from the implementation of the event. Payment of a “Künstlersozialabgabe” (artists’ social security insurance levy) for any artist commissioned by the organizer as well as payment of the income and the value-added tax for (foreign) artists with restricted tax liability shall be the sole responsibility of the organizer.

10.5 Playing and performing works that are protected according to neighboring rights need to be registered and relevant fees paid in due time with the German Society for Musical Performing and Mechanical Reproduction Rights (GEMA, Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) and/or the German Organisation for the Management of Neighbouring Rights (GVL, Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) which shall be the sole duty of the organizer. The operator may request a written proof of registering the event with GEMA or GVL, a written proof of an invoice by GEMA or GVL or a written proof of having paid a fee to GEMA or GVL from the organizer in good time before the event.

10.6 If the organizer is not willing or not able to provide a proof of having paid the fee, the operator may request the organizer to pay a security deposit in the amount of the GEMA or GVL fees to be expected in good time and at the latest 14 days before the event.

### **§ 11 Wireless Networks/Wifi**

11.1 The organizer shall not have the right to set up their own wireless networks or Wifi and/or to put into service Wifi-Access-Points without the operator’s consent. Should these networks go live without authorization, they may be disabled without prior notice. The operator reserves the right to claim compensation of damages due to interruptions.

11.2 Organizers who use the HCC’s Internet connection (LAN or Wi-Fi) or who make it available to their guests/visitors shall be responsible for ensuring that it is not abused, in particular by committing copyright infringements, distributing or downloading protected or banned contents or visiting websites with contents that may be prosecuted according to criminal law. If the operator is prosecuted for infringements perpetrated by the organizer, the organizer’s visitors, guests or any other user “on the side” of the organizer, the organizer shall hold the operator harmless regarding any financial claims, including potential legal fees.

### **§ 12 Liability of the Organizer, Insurance**

12.1 The duty to maintain a safe environment within the HCC regarding any equipment, constructions, suspensions and decorations as well as ensuring the risk free course of the event shall be incumbent upon the organizer.

12.2 The organizer shall return the HCC to the operator in the condition in which it was taken over from the operator. The organizer shall be liable for any damages caused by the organizer, the organizer’s agents and agents under power of direction or any other third party in connection with the event according to statutory provisions. Application of section 831 (1) phrase 2 BGB shall be excluded.

12.3 Any event-related damages shall fall in the risk sphere of the organizer insofar as their cause lies in the type of event, its participants or in the contents or proceedings of the event. Insofar the organizer shall also be liable for any damages caused by riots or as a consequence of protests against the event or similar occurrences caused by the event.

12.4 The scope of the organizer’s liability shall include personal damages and damages to the HCC as well as its equipment and damages caused because events of third parties cannot be hosted or not hosted as planned.

12.5 The organizer shall hold the operator harmless from any claims of third parties that are established regarding the event insofar as these are attributable to the organizer, their agent or agent under power of direction, participants or visitors. Any potential complicity of the operator and the operator’s agents as well as agents under the directive power shall only have to be taken into account proportionately. The duty to hold harmless shall also include any possible fines of authorities and administrative offenses (f. ex. disturbances, blocking escape routes, exceeding the admissible number of visitors, disrespecting no smoking policies) that are imposed on the operator regarding the event.

12.6 The organizer shall be obligated to conclude a German event liability insurance (Veranstalterhaftpflichtversicherung) for the duration of the event, including times for set up and dismount. Proof of an event liability insurance shall have to be presented to the operator at the latest 30 days before the event. The required minimum insured sum shall be:

- EUR 5,000,000 (in words: five million euros) for personal damage
- EUR 1,000,000 (in words: one million euros) for property damage including damage to rented objects and consequential damage to rented objects

Concluding this insurance shall not limit the liability of the organizer vis-à-vis the operator or any third party.

12.7 If the relevant proof is not presented by 30 days before the event or not provided with the covering as specified under no. 12.6 of the present General Terms and Conditions, the operator shall have the right to either conclude a relevant insurance at the expense of the organizer or to rescind the contract.

### **§ 13 Liability of the Operator**

13.1 Any no-fault liability of the operator for compensation of damages due to hidden defects of the HCC and its equipment upon conclusion of the contract (section 536 a (1), 1st alternative BGB) shall be excluded. This shall not affect any claims to abate fees due to defects insofar as, in case of identifiable defects, the operator is notified of the defect or the intention to apply an abatement for the time the HCC is made available.

13.2 The operator shall not accept liability for any loss of objects, equipment, constructions or other valuables that are the property of the organizer, insofar as no express fee-based or special safekeeping agreement was concluded. Upon request of the organizer, a security company certified according to § 34a GewO (Trade, Commerce and Industry Regulation Act) may be commissioned to guard external properties at the expense of the organizer.

13.3 The operator shall be liable to pay compensation of damages for the property damages and pecuniary loss an organizer suffers due to gross negligence or an intentional breach of the operator's duties or if the operator has expressly granted a guarantee for the services to be provided. Any further liability of the operator for compensation of damages, with the exception of liability for personal damages as well as violations of essential contractual duties (cardinal duties), shall be excluded. Cardinal duties or essential contractual duties are any duties whose fulfillment is a prerequisite for making the diligent performance of the contract possible, and those duties that a contract partner generally relies on and may rely on to be fulfilled, i. e. the essential main duties of a contract.

13.4 In case of personal damages or the violation of cardinal duties that are attributable to the operator, the operator shall also be liable for violating a duty due to ordinary negligence in accordance with relevant legal provisions and by derogation of number 13.3. In case of a violation of cardinal duties, the operator's duty to pay compensation of damages due to ordinary negligence shall be limited to the foreseeable, immediate and contractually typical average damage based on the type of agreement.

13.5 This limited liability according to numbers 13.3 and 13.4 shall also apply in favor of any legal representatives and agents of the operator.

13.6 The operator shall not be liable for damages caused by measures required to maintain safety and order. If the event takes place under restrictions, is called off or abandoned due to an order from authorities or the operator after a misjudgment of risks, the operator shall not be liable for cases of ordinary negligence.

### **§ 14 Canceling, Rescission, Termination for Cause**

14.1 If the organizer does not host the event at the agreed time due to reasons not attributable to the operator, the organizer shall be liable to pay a cancellation fee based on the agreed user fee. The same shall apply if the organizer rescinds the contract or terminates it for cause without having an individually agreed or binding statutory termination or rescission right. The cancellation fees shall be as follows:

a) regarding the user fee for rooms and spaces:

- up until 18 months before the event 20%
- up until 12 months before the event 40%
- up until 6 months before the event 80%
- any time after 100%

b) regarding catering:

- up until 31 days before the event 10%
- up until 15 days before the event 30%
- up until 8 days before the event 50%
- up until 5 days before the event 80%
- up until the start of the event 90%
- any time after 100% (i.e. in case of food waste)

c) regarding services (f. ex. event technology, security, cloakroom and hostess services):

- up until 18 months before the event 20%
- up until 12 months before the event 40%
- up until 6 months before the event 80%
- up until the start of the event 90%

of the agreed user fees. The cancellation fee shall apply proportionately in case of smaller rooms or in case of partial cancellations. Cancellations, terminations or rescissions shall be submitted in written form and shall have to be received by the operator within the deadlines specified. If the operator has suffered higher damages, the operator shall have the right to demonstrate the actual amount of damages and to claim compensation of damages from the organizer in the actual amount instead of the flat-rate cancellation fee. This shall not affect the organizer's right to proof that no or significantly lower damages were suffered or that the expenses were lower than the cancellation fee claimed.

14.2 Any costs incurred for services of third parties (security staff, medical staff, fire department, cloakroom staff, technical staff etc.) that were already commissioned when the event was called off shall be reimbursed by the organizer upon proof, insofar as they are not covered by and listed under the cancellation fee in accordance with number 14.1.

14.3 If the operator manages to make the HCC available to a third party on a date where an event was canceled and for a fee, the organizer shall still be obligated to pay compensation of damages according to numbers 14.1 and 14.2 insofar as the third party could have rented the HCC on another date within a time period of 12 months. If these conditions do not apply, the organizer shall remain obligated to pay proportional compensation of damages, if the event booked subsequently made a lower turnover.

14.4 The operator shall have the right to terminate the contract for cause or to rescind the contract in case of a violation of an essential contractual duty, in particular if:

- a) the organizer does not make the required payments (user fees, advance payments, security deposits etc.) or does not make them in time,
- b) the organizer does not provide proof of having concluded and of maintaining the agreed upon event liability insurance,
- c) the organizer, prior to the event, did not comply with event-related statutory or regulatory duties regarding approvals and notifications,
- d) the required regulatory approvals or permits for the event have not been submitted,
- e) the purpose of use designated in the contract has been changed significantly without the operator's consent,
- f) the organizer has not expressly informed the operator that due to the type of event and its participants a security concept according to § 43 subsection 1 VStättVO may be required and (at short notice) the security concept cannot be implemented anymore before the event,
- g) the organizer or any service providers commissioned by the organizer violate event-related statutory provisions or security and fire protection provisions,
- h) insolvency proceedings concerning the assets of the organizer have been opened or dismissed due to insufficiency of assets and the organizer or the insolvency administrator in the organizer's place does not comply with contractual duties or does not do so in time.

14.5 If the operator makes use of their right to rescind the contract based on reasons listed in number 14.4 a-h, the operator shall retain the right to payment of agreed fees but shall set off any expenses that were not incurred.

14.6 The operator shall be obligated to give the organizer a grace period and a warning stating that the operator will refuse to accept the service after that period before declaring to rescind the contract or to terminate it for cause, insofar as the organizer is in a position to remedy the reason for rescission or termination immediately, taking into account the overall situation.

14.7 If the organizer is an agency, the operator and the organizer shall have a special right of termination in case the commissioning party of the agency should withdraw the job or terminate. This special right of termination may only be applied if the commissioning party of the agency takes over any rights and duties from the existing contract with the operator in their entirety and, upon request from the operator, deposits an adequate security.

## **§ 15 Force Majeure**

15.1 Force majeure is any external occurrence significantly affecting the contractual relationship which, according to human insight and experience, is not foreseeable and cannot be prevented or neutralized by economically acceptable means, even with the utmost care that may reasonably be expected under the circumstances.



15.2 If an event cannot be hosted on the date agreed upon due to force majeure, both parties shall have the right to rescind the contract if no agreement on an alternative date for the event can be reached.

15.3 In case of rescission or if the event is postponed according to number 15.2, the organizer shall still be obligated to compensate the operator for any expenses already incurred. Expenses include any costs for already commissioned external services as well as costs the operator has incurred for preparing the implementation of the event. Regardless of the actual amount, they may be satisfied by charging a flat-rate of 25% of the agreed fee insofar as the organizer does not object. If costs are charged according to actual expenses, no maximum amount shall apply. In addition, both contractual parties shall be released from their payment and performance duties.

15.4 The number of visitors attending as well as cancellations by speakers, presenters, artists and other participants shall fall into the organizer's sphere of risk. The latter shall apply also to any external occurrences affecting the event like protests and threat scenarios, which are usually influenced by the type of event, its contents and media perception of the event. The organizer is recommended to conclude a contingency insurance and a business interruption insurance, if the organizer requires protection against associated financial risks.

15.5 Any interruption or significant restriction of the HCC's energy supply in particular due to interventions in the supply grid and by order of public authorities, which are outside the operator's sphere of influence, shall be treated like a case of force majeure. Neither party shall be allowed to claim compensation of damages or reimbursement of expenses in such a case.

#### **§ 16 Right to Set Off and Right of Retention**

16.1 The organizer shall have a right to set off vis-à-vis the operator only if the organizer's counterclaims have been established as legally binding, are undisputed or have been recognized by the operator.

16.2 The same shall apply to any right of retention insofar as the organizer is a businessperson, a legal person according to public law or a special public authority (öffentlich-rechtliches Sondervermögen). If the organizer does not belong to the above-mentioned group of persons, the organizer shall be entitled to exercise the right of retention only insofar as the organizer's counterclaim is based on the same contractual relationship.

#### **§ 17 Data Processing, Data Protection**

17.1 The operator shall make the object of the contract available to the organizer for the purpose of hosting events and shall provide event-related services carried out by its own staff as well as commissioned service providers. To fulfill the contractually agreed business purposes, the operator shall process any personal data transmitted by the organizer in accordance with the provisions of the EU's General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG). The organizer in their turn shall be obligated to inform data subjects, whose data are transmitted to the operator within the scope of planning and implementing the event, about the specific purposes according to numbers 17.2 to 17.5

17.2 The operator shall transmit personal data of the organizer and the organizer's authorized contact persons to service providers of event-related services insofar as this is required for performing the contract or if it is based on a legitimate interest of the organizer according to Article 6 (1) (f) GDPR. In addition, the operator uses the organizer's data for the purpose of mutual information and communication before, during and after an event as well as for event-related services.

17.3 Personal data of the organizer, the event management and their authorized contact partners may be transmitted to the competent entities/authorities, in particular police, fire department, office of code enforcement as well as medical and emergency rescue services for the purpose of coordinating the event's security plan.

17.4 The operator processes and stores any personal data received by the organizer for as long as required to fulfill contractual and statutory duties. These data are generally erased after 5 years in accordance with tax and trade law provisions, unless business relations between the operator and the organizer are continued.

17.5 If the data subject does not agree to the storing or management of their personal data or if these have become incorrect, the operator shall arrange erasure or restriction of the data or any necessary changes to them upon a respective request. For that purpose, data subjects may send an email to [mail@heidelberg-congress.com](mailto:mail@heidelberg-congress.com) or call 06221-679170 at any time.

17.6 . Data subjects may request access to any personal data the operator has stored about the data subject free of charge.

**§ 18 Jurisdiction, Severability Clause**

18.1 Heidelberg shall be the place of performance for any claims based on the contract. The laws of the Federal Republic of Germany shall apply.

18.2 If the organizer is an entrepreneur or if there is no general jurisdiction for the organizer in the Federal Republic of Germany, the parties shall agree on Heidelberg as jurisdiction for any disputes arising from or in relation to this contract.

18.3 If any individual clauses of these General Terms and Conditions are or become void, this shall not affect the validity of the rest of the provisions. Instead of the invalid provision, the statutory provision of the German Civil Code (BGB) shall apply.