

## **General Event Terms and Conditions of Eurogress Aachen (T&C)**

### **1 Scope**

1.1 These “General Event Terms and Conditions” (T&C) of the City of Aachen owner-operated enterprise Eurogress (hereinafter referred to as “Eurogress”) apply to the leasing of Eurogress event spaces, halls and rooms (hereinafter referred to as the “Venue”). They also apply to the provision of event-related services and the performance of event-related work at events, as well as to the provision of mobile equipment and technology.

1.2 These T&C apply to natural persons (hereinafter referred to as “Private Individuals”), persons acting in a commercial capacity, legal entities under public and private law and separate legal entities under public law (hereinafter referred to as “Companies”). In relation to Companies, these T&C also apply to all future contractual relationships, including those that recur over several years.

1.3 Any additional or contradictory contractual terms and conditions of the customer (hereinafter referred to as the “Organiser”) shall not apply, unless Eurogress has expressly accepted these in writing. Where any agreements deviating from these T&C are made in the contract, such agreements shall always take precedence over the corresponding provision within these T&C.

### **2 Contractual partner, Organiser, representative authorised to take decisions**

2.1 The contractual partners are Eurogress and the Organiser named in the contract. Where the Organiser is organising the event on behalf of a third party (e.g. as an agency), the Organiser must disclose this to Eurogress and name the third party to Eurogress in writing, at the latest upon conclusion of the contract. As a contractual partner, the Organiser shall remain responsible vis-à-vis Eurogress for all obligations incumbent upon the Organiser according to the wording of these T&C. Any change in Organiser or any lease of the Venue either in whole or in part to a third party, whether free of charge or against payment, shall require the express written consent of Eurogress.

2.2 Prior to the event, the Organiser must provide Eurogress with the name of a representative who is authorised to take decisions regarding the management of the event and who, upon the request of Eurogress, will perform the role and functions of Event Manager in accordance with the North Rhine-Westphalia Ordinance on the Construction and Operation of Special Structures (SBauVO).

2.3 Non-fulfilment of the obligations incumbent on the Organiser under these T&C may lead to the event being restricted or cancelled.

### **3 Reservations, conclusion of contract, contract amendments**

3.1 Verbal, electronic and written reservations of a specific event date serve only to reserve the date for the subsequent conclusion of a contract. Reserved dates will be held for a limited period of time only and are non-binding with regard to the subsequent conclusion of a contract. They will expire at the latest upon expiry of the (response) deadline specified in the reservation or contract. There is no entitlement to an extension of an expiring holding period. Reservations and reserved dates are not transferable to any third parties. The repeated holding of an event or repeated provision of rooms and spaces on specific dates shall not constitute any rights for the future, unless an individual provision is made in the contract in this regard.

3.2 Event contracts must be concluded in textual form and be signed by both parties to the contract in order to be effective.

3.3 Where Eurogress sends unsigned copies of a contract proposal to the Organiser, the contract will not be deemed to have been concluded until the Organiser has signed one copy and returned it to Eurogress within the response

period specified in the contract and has received back a countersigned copy of the contract. The contract proposal and signed copies of the contract may be sent either electronically or by post.

3.4 Where any additions or amendments to the contract are agreed upon in the course of the performance of the contract, the textual form requirement shall be deemed to have been complied with where the respective declaration has been sent in electronic form or by fax and confirmed by the other party. Verbal agreements must be confirmed in textual form in the same way without delay. The temporary requirement and set-up of media and event technology equipment may also be confirmed by means of a handover report.

#### **4 Object of the contract and code of conduct**

4.1 The object of the contract is the lease of rooms and spaces within the designated Venue for the purpose stated by the Organiser, as well as the provision of event-related services. The Venue will be leased on the basis of approved escape route and seating plans, which may be inspected by the Organiser at any time. Any new plans or layouts deviating from existing approved plans drawn up by the Organiser must be submitted to the competent building authority for approval in good time before the event (at least 6 weeks in advance). As a fee-based service, Eurogress will apply for the relevant permits following prior consultation with the Organiser. The costs and risk of obtaining official approval shall be borne by the Organiser.

4.2 For the use of general circulation areas, paths, toilets, cloakrooms and entrance areas, the Organiser shall be granted a limited right of use for the duration of the event. In particular, the Organiser must tolerate the shared use of these areas by third parties. Where several events are taking place in the Venue at the same time, the Organiser must behave in such a way that it does not, insofar as possible, disturb any other events. The Organiser has no contractual right to restrict the event of any other organiser.

4.3 The functional rooms and spaces located in the Venue, such as workshop areas, equipment rooms and offices, do not form part of the object of the contract and will not be leased to the Organiser, unless otherwise agreed upon in the contract or in an annex to the contract. This also applies to all wall and building surfaces, as well as to windows, ceilings and wall surfaces outside the Venue, in particular in the general circulation areas and entrance areas.

4.4 Any change to the title, timeframe, nature, agreed content and/or purpose of the event specified in the contract or any change of contractual partner, as well as any type of "third-party leasing" (e.g. subleasing against payment or free of charge) shall require the prior written consent of Eurogress. Consent may be refused without the need to give a reason. Consent may be given only where the interests of Eurogress are not affected, in particular with regard to current or planned events.

4.5 As an owner-operated enterprise of the City of Aachen, Eurogress is obliged to uphold the principles and agreements respected by consensus by Aachen's urban community. This includes the consistent enforcement of the following provisions:

The Organiser is not entitled to use the Venue to hold events at which any unconstitutional or unlawful ideas or ideologies are presented and/or disseminated, whether by the Organiser itself, by any artists engaged by the Organiser or by any visitors to the event.

The Organiser shall be obliged to confirm that the event does not contain any right-wing extremist, racist, anti-Semitic or anti-democratic content. This in particular means that event participants may not, under any circumstances, treat with contempt, in speech or in writing, the freedom and dignity of other human beings or use or disseminate any symbols that are in the spirit of or represent anti-constitutional or unconstitutional organisations.

Any breach of the aforementioned obligations may constitute a material breach of contract, entitling Eurogress to terminate the contract for good cause or to withdraw from the contract. This shall in particular apply where the Organiser concealed the fact that the event contained such content upon conclusion of the contract.

Where any participants in the event violate the aforementioned provisions, the Organiser must ensure that the act is stopped immediately. Where the Organiser fails to comply with this obligation, Eurogress shall be entitled, within the scope of its house rules, to take action itself and, as a last resort, to terminate the event.

Eurogress reserves the right to make a statement against discrimination of any kind, in particular anti-Semitism, and about democracy at all events in the event rooms and spaces provided or in any other form.

## **5 Handover, due care, return**

5.1 Prior to the event, usually at the start of the set-up phase, each party to the contract may request a joint tour and inspection of the event areas leased and of the emergency exits and escape routes. If the Organiser establishes any defects or damage to the object of the contract, Eurogress must be informed of these defects or this damage in writing without delay. Both parties may request that a handover report be drawn up, in which the condition and any defects or damage are to be recorded.

Where a handover report is not drawn up, it shall be assumed that there were no recognisable defects beyond the usual signs of wear and tear at the time of the inspection.

Where the Organiser establishes any damage at a later date or where the Organiser or Organiser's guests cause any damage, the Organiser shall be obliged to notify Eurogress of this damage without delay. The Organiser is advised to take photographs of any pre-existing damage identified and, where possible, to notify Eurogress of this in electronic form prior to the event.

5.2 The Organiser shall ensure that the areas of the Venue leased to it, including the equipment therein and thereon, are treated with due care and kept clean. In particular, the use of confetti and confetti cannons is prohibited. Should any infringement of the aforementioned prohibition result in higher cleaning costs or damage, the Organiser shall bear the costs incurred in accordance with the Eurogress price list valid at that time.

5.3 All types of damage must be reported to Eurogress without delay. Where there is any imminent risk of the damage causing further damage, the Organiser shall initiate, without delay, the necessary emergency measures to mitigate the consequences of the damage.

5.4 All items, superstructures and decorations brought onto the premises for the event must be removed, without a trace, by the agreed dismantling end date and the premises restored to the condition in which they were leased. Any items remaining in the Venue may be removed, for a fee, at the Organiser's expense. Where the object of the contract is not returned in a tidy condition in good time, the Organiser must pay compensation for use in line with the relevant usage fee. In the event that the Venue is particularly dirty and/or messy to a extent that exceeds the usual extent for the event, Eurogress shall be entitled to levy a cleaning surcharge on the Organiser. Eurogress reserves the right to assert further claims in the event of damage to or the late return of the object of the contract. Any tacit extension of the contractual relationship in the event of late return is excluded. The provision under § 545 of the German Civil Code (BGB) shall not apply.

## **6 Usage fees, payments**

6.1 Based on the information provided by the Organiser about the planned event, the Organiser shall receive an Overview of Services tailored to the event upon conclusion of the contract, which will be attached to the contract as an annex.

6.2 The prices for the lease of rooms shall be based on the price list valid at the time of conclusion of the contract. Eurogress shall be entitled to invoice all costs for services, personnel and consumption-dependent services based on the current price list valid at the time at which the event is held. Any possible price increase may not exceed 10% of the original price agreed upon.

6.3 The scope of personnel services (e.g. security staff, ambulance service, fire safety officers) and the associated costs to be borne by the Organiser will depend upon the nature of the event, the number of guests and the requirements and risks specific to the event on a case-by-case basis. The scope of any necessary safety and security measures shall be determined during the course of the event assessment conducted by Eurogress, in consultation with the relevant bodies responsible for safety, security and fire protection.

6.4 From 14 days before the start of the event, Eurogress shall be entitled to apply a surcharge of up to 20% for any additional expenses incurred for the provision of (additional) services at short notice or for changes to such services at short notice, insofar as these are feasible.

6.5 Upon conclusion of the contract, Eurogress shall be entitled to demand the provision of an adequate security deposit for any claims by Eurogress arising from and in connection with the event contract. Unless otherwise agreed upon, the contractually agreed fee must be received in the relevant Eurogress account specified following issue of the invoice and no later than 6 weeks before the start of the event.

6.6 All services and ancillary expenses incurred shall be invoiced for after the event has taken place, taking into account any advance payments made. All payments shall be due within 14 days of the invoice date without any deduction. In the event of a delay in payment of more than 10 days, interest may be charged for late payment: For Companies, this will be at a rate of 9% and for Private Individuals a rate of 5% above the respective base rate of the European Central Bank (ECB). Eurogress reserves the right to furnish proof of further loss as a result of delayed payment.

6.7 The Organiser agrees to invoices being sent to it electronically. Electronic invoices will be sent by e-mail in PDF format.

## **7 Advance ticket sales, visitor numbers**

7.1 Advance ticket sales and ticket sales at public events shall be the responsibility of the Organiser.

7.2 The Organiser shall be obliged to comply with the layout (seating plans) specified for the event, which is subject to approval, and the maximum permissible number of guests. In the case of public events with advance ticket sales, the Organiser shall be obliged to agree the seating plan with Eurogress before the advance tickets go on sale. The tickets must be created separately in the respective ticket sales system in accordance with the relevant approved capacities. The same procedure must be followed for the sale of hard tickets. The Organiser shall be entitled to commence advance ticket sales for the event only once the event contract has been concluded. Where no tickets are sold, the Organiser shall, for security reasons, be obliged, upon the request of Eurogress, to make alternative arrangements for capacity and admission control.

## **8 Marketing, advertising**

8.1 The Organiser shall be responsible for advertising the event. Any advertising on the grounds, building or walls, windows, pillars etc. shall require the prior written consent of Eurogress.

8.2 The name of the Organiser must be specified on all printed matter, billboards, tickets and invitations, in order to make it clear that a legal relationship materialises only between the Organiser and the guest, and not between the guest and Eurogress.

8.3 Where the name "Eurogress Aachen" is mentioned in announcements of any kind (including on the Internet), in printed matter, on billboards or on tickets, exclusively the original lettering and/or original logo may be used. The corresponding templates will be provided exclusively for this purpose by Eurogress.

8.4 The erection and installation of advertising panels or billboards by the Organiser is permitted only on the basis of a separate agreement with Eurogress (cf. Clause 8.1). The Organiser shall be subject to the obligation to protect the

general public in regard to all advertising measures installed by it on the grounds and in the Venue. This also includes the special protection obligation for strong wind conditions.

8.5 The Organiser shall irrevocably free and relieve Eurogress from any claims which may arise as a result of the event or any advertising for the event infringing any rights of third parties (in particular copyrights, image and name rights, trademark rights, rights under competition law and/or personal rights) or any other statutory provisions. This obligation to free and relieve Eurogress shall also extend to any warning notice, court and legal costs incurred.

8.6 Photographs and/or recordings of the Venue and its facilities for commercial use, as well as of its logos and names, may be produced and/or used only with the express prior written consent of Eurogress.

8.7 Any sound and/or image recordings for the purpose of transmission, further distribution or recording for all media and data carriers, such as radio, television, the Internet and virtual and physical storage media, must be approved in advance in writing by Eurogress, irrespective of whether they are produced for a fee or free of charge.

8.8 Eurogress shall be entitled to refer to the event in its event programme and on all advertising media in the foyer and online, unless the Organiser objects to this in writing.

8.9 Eurogress shall be entitled to produce sound and/or image recordings of the event free of charge for the purpose of marketing the Venue and also to distribute these recordings, unless the Organiser objects to this in writing. Prior agreement regarding this shall be reached with the Organiser.

8.10 Any advertising carried out by the Organiser for third parties or third-party events on the grounds or within the Venue shall require the consent of Eurogress. The Organiser shall not be entitled to demand that any of Eurogress's existing self-advertising and/or third-party advertising be taken down, changed or limited during the event.

## **9 Catering, cloakroom**

9.1 All catering within the Venue will be provided by Eurogress or its contractually affiliated catering company. In the case of private events, the Organiser shall, in order to ensure proper provision, register any catering requests in good time and agree these with the catering company.

9.2 With the exception of catering for artists, the Organiser shall not be permitted to bring any food or drink into the Venue either itself or via a third party (catering company).

9.3 In the case of public events, Eurogress will manage the cloakrooms. Eurogress shall decide whether, or to what extent, the cloakrooms are to be made available for the respective event. Where the cloakroom is managed, the Organiser must ask guests to use the cloakroom. Guests must pay the customary cloakroom fee charged in line with the respective tariff. Income from cloakroom fees shall be used to cover the relevant management costs. Only Eurogress shall be entitled to the income from cloakroom management. No liability shall be accepted for any valuables, money or keys left in bags or cloakroom items handed in.

9.4 For non-public events, the cloakroom may be managed in return for payment of the costs entailed in this. Eurogress is not obliged to staff the cloakroom. Where the Organiser does not request management of the cloakrooms, Eurogress shall not assume any liability for the storage and safekeeping of any cloakroom items left in the publicly accessible cloakroom areas. In this case, the Organiser shall bear sole liability for the risk of lost cloakroom items belonging to guests.

## **10 Official permits, statutory reporting obligations, fees, entertainment tax**

10.1 The Organiser shall be responsible for fulfilling all official and statutory reporting, notification and approval obligations for the event at its own expense.

10.2 The Organiser shall comply with the applicable regulations in force at the time of the event, in particular those of the pertinent federal state Building Ordinance (LBO), German Occupational Health and Safety Act (ArbSchG), German Trade Ordinance (GewO) and German Youth Protection Act (JuSchG), as well as the accident prevention regulations (UVV) of the professional associations and the regulations of the SBauVO.

10.3 For events that are to be held on a Sunday or public holiday, the Organiser shall be responsible for applying for the relevant exemptions pursuant to the German law governing Sundays and public holidays (FTG). This also applies for the commercial regulation of trade fairs and exhibitions and the associated exemptions. Where the Organiser intends to hold its event on a Sunday or public holiday, it is recommended that a preliminary enquiry be submitted to the competent authority before a contract is concluded.

10.4 The Organiser shall be responsible for paying all taxes arising from the staging of the event. For all artists commissioned by the Organiser, the payment of any artist social security contributions to the artists' social security fund and any income tax and VAT for (foreign) artists with limited tax liability shall also be the sole responsibility of the Organiser.

10.5 The City of Aachen will levy an entertainment tax on dance events of a commercial nature, including events at which dancing is possible. A dance event of a commercial nature exists where the dance event is carried out by the Organiser with the intention of achieving profit or where third parties offer food and drink for sale as part of the event with the intention of making a profit or participate in any income or revenues from the event. The aforementioned events must be registered at least 7 working days before the start of the event with the City of Aachen, Tax and Accounting Dept., which, in cases of doubt, will also provide advice.

10.6 The Organiser irrevocably acknowledges that it is the sole Organiser of and party responsible for the event subject to the lease. In regard to the tax obligations under clauses 10.4 and 10.5, the Organiser shall irrevocably free and relieve Eurogress from any claims by third parties. This shall also apply to any legal costs which may, to that extent, arise.

10.7 Where the Organiser fails to comply with its obligations to register in accordance with clauses 10.1 to 10.5 or fails to do so in good time, Eurogress shall be entitled to withdraw from the contract (see also Clause 15.6 g) and to claim damages, after setting a grace period with the threat to refuse the Organiser access to the site.

## **11 Wireless networks, WLAN**

11.1 The Organiser shall not be entitled to set up its own wireless networks or WLAN networks or to use any WLAN access points without the consent of Eurogress. Should these networks be used without permission, they may be taken out of use without prior notice. The right to assert claims for damages due to disruptions is reserved.

11.2 Organisers who use the Venue's Internet connection (LAN or WLAN) or make this Internet connection available to its guests shall be responsible for ensuring that no improper use takes place, in particular through the infringement of copyrights, the dissemination or downloading of protected or prohibited content or the visiting of websites with illegal content. Where claims are made against Eurogress for any violations by the Organiser, event visitors, guests or any other users in the Organiser's "camp", the Organiser shall free and relieve Eurogress from all financial claims, including any legal costs.

## **12 GEMA, GVL**

12.1 It shall be solely incumbent upon the Organiser to register and pay, in good time, the relevant fees for the performance and reproduction of works protected by ancillary copyright with GEMA (German society for musical performance mechanical reproduction rights) or GVL (German music copyright collection society). Eurogress may require from the Organiser, in good time prior to the event, written proof of registration of the event with GEMA or GVL, written proof of GEMA or GVL having issued an invoice or written proof of payment of the relevant fees to GEMA or GVL.

12.2 Where the Organiser is not willing or able to provide proof of payment of the relevant fees, Eurogress may require the Organiser to pay a security deposit in the amount of the anticipated GEMA or GVL fees due, in good time and by no later than 14 days before the start of the event.

### **13 Organiser's liability, insurance**

13.1 The Organiser shall be subject to the obligation to protect the general public in the Venue in regard to all equipment, superstructures, suspended items and decorations brought onto the premises by the Organiser and for ensuring that the event runs safely.

13.2 The Organiser must return the Venue to Eurogress in the condition in which it was leased to the Organiser by Eurogress. The Organiser shall be liable for all damage caused by it, its vicarious agents or any event participants in connection with the event.

13.3 Event-related damage shall fall within the Organiser's sphere of risk where said damage is caused by the nature of the event, the participants or the content or course of the event. In this respect, the Organiser shall also be liable for any damage caused by riots or as a result of demonstrations against the event or by any comparable incidents occurring at the event.

13.4 In addition to personal injury and damage to the Venue and its equipment, the Organiser's scope of liability shall also cover any losses which arise as a result of third-party events not being, or not being able to be held as planned.

13.5 The Organiser shall free and relieve Eurogress from any third-party claims arising in connection with the event, where the Organiser, its vicarious agents or participants or guests are responsible for such claims. Any contributory negligence on the part of Eurogress and its vicarious agents shall be taken into account on a pro rata basis. The responsibility of Eurogress to ensure the safe condition and maintenance of the Venue in accordance with § 836 of the BGB shall also remain unaffected.

13.6 The Organiser shall be obliged to take out organiser's liability insurance for the duration of the event, including set-up and dismantling of the event. The Organiser must provide evidence of its organiser's liability insurance cover to Eurogress at the latest 14 days before the start of the event, without being requested to do so, by presenting the respective certificate of insurance. The necessary minimum amounts of cover are as follows:

- For personal injury €5,000,000 (in words: five million euro)
- For damage to property, including damage to leased property and consequential damage to leased property €3,000,000 (in words: three million euro)
- For pecuniary losses to the sum of at least €500,000 (in words: five hundred thousand euro)

The obligation to take out insurance is a material contractual obligation on the part of the Organiser. Where the relevant evidence is not provided at the latest 14 days before the start of the event, or not provided with the required coverage, Eurogress shall be entitled to take out a corresponding insurance policy at the expense of the Organiser.

Taking out an insurance policy does not limit the liability of the Organiser in relation to Eurogress or vis-à-vis third parties.

### **14 Eurogress's liability**

14.1 Eurogress's liability without fault for damages for concealed defects (§ 536 a, Para. 1, 1st alternative of the BGB) in the Venue and with its equipment at the time of conclusion of the contract is excluded. The claim for reduction of fees due to defects shall not be affected by this, insofar as Eurogress is notified of the defect or of the intention to reduce the fees during the period of lease of the Venue, where the defect is recognisable and can be remedied.

14.2 Eurogress shall accept no liability for the loss or damage of any items, equipment, superstructures or any other

valuables brought onto the premises by the Organiser, unless a special or paid storage agreement has been concluded. Upon the Organiser's request, a security company licensed in accordance with § 34a of the GewO may be commissioned to safeguard third-party property at the Organiser's expense.

14.3 Eurogress shall be liable for damage for any material and financial losses suffered by the Organiser due to a grossly negligent or wilful breach of duty on the part of Eurogress or where Eurogress has expressly assumed liability for the services to be provided by way of a written guarantee. Any further liability on the part of Eurogress for any damage shall be excluded, with the exception of liability for personal injury and in the event of an infringement of material contractual obligations (cardinal obligations). Cardinal obligations or material contractual obligations are obligations that must be fulfilled in order to facilitate the proper performance of the contract in the first instance and which the contractual partner regularly relies on, and may rely on being fulfilled, i.e. the main contractual obligations.

14.4 Where personal injury or the infringement of cardinal obligations is the responsibility of Eurogress, Eurogress shall, in deviation from Clause 14.3 and in accordance with the relevant statutory regulations, also be liable in the event of a breach of duty due to slight negligence. However, where any cardinal obligations are infringed, Eurogress's liability for damages in cases of slight negligence shall be limited to the direct average damage that is foreseeable and typical for the type of contractual agreement.

14.5 The limitations of liability set out in clauses 14.3 and 14.4 above shall also apply for the benefit of Eurogress's legal representatives and vicarious agents.

## **15 Cancellation, withdrawal, extraordinary termination**

15.1 Where the Organiser does not hold the event at the agreed time for reasons that are not the fault of Eurogress, the Organiser shall be obliged to pay Eurogress a cancellation fee based on the agreed usage fee. The same shall apply where the Organiser withdraws from or terminates the contract on extraordinary grounds without possessing an individually agreed or mandatory right of termination or withdrawal. In such cases, the relevant cancellation fee shall be as follows:

- Up to 12 months before the start of the event: 30%
- Up to 6 months before the start of the event: 50%
- Up to 3 months before the start of the event: 75%
- Thereafter: 90%

of the agreed usage fees. The cancellation, termination or withdrawal must be made in writing, and must be received by Eurogress by the deadlines specified.

15.2 Any costs incurred as a result of the cancellation of the event for services already commissioned from third parties (security staff, ambulance service, fire safety officers, cloakroom attendants, technical services etc.) shall be reimbursed by the Organiser on a case-by-case basis upon presentation of proof, unless they are included and listed in the usage fees under Clause 15.1.

15.3 The Organiser must prove that no losses or substantially lower losses have been incurred or that the expenses incurred amount to less than the compensation amount demanded.

15.4 Where Eurogress has incurred larger losses, it shall be entitled to set forth the corresponding amount of the relevant losses instead of the lump-sum cancellation fee and to demand compensation from the Organiser.

15.5 Where Eurogress successfully leases the Venue to a third party for a fee on a cancelled date, the compensation for loss under Clause 15.1 shall remain in force where the Venue could also have been leased to the third party on another event date and/or leasing the Venue for the third-party event in question does not generate the same profit margin.



15.6 Eurogress shall be entitled to terminate the contract on extraordinary grounds or to withdraw from the contract in the event of an infringement of material contractual obligations, in particular if:

- a) the payments to be made by the Organiser (usage fees, advance payments, security deposits etc.) have not been made in good time;
- b) proof of the conclusion and existence of the agreed organiser's liability insurance cover is not provided;
- c) the official approvals or permits required for this event have not been obtained;
- d) the purpose of the event designated in the contract is substantially changed without the consent of Eurogress;
- e) the Organiser has concealed in the contract, in particular when specifying the purpose of the event, that the event is being held by a "radical, political, religious or pseudo-religious" association or that the event contains such content;
- f) any statutory provisions or safety and fire regulations are violated by the Organiser;
- g) the Organiser fails to comply with its statutory and official obligations – only insofar as the latter are connected with the event – or with its contractual obligations to inform, notify and pay Eurogress, the relevant authorities, GEMA or GVL;
- h) insolvency proceedings have been initiated against the Organiser's assets or the initiation of insolvency proceedings has been declined due to lack of funds, and the Organiser or insolvency administrator in its place does not comply with the obligations arising from the contract or does not comply with them in due time.

15.7 Where Eurogress exercises its right of withdrawal for one of the reasons set out in Clause 15.6, the claim to payment of the agreed fees shall remain in force, but Eurogress must deduct from this any expenses saved.

15.8 Prior to its declaration of withdrawal or extraordinary termination, Eurogress shall be obliged to set a grace period threatening to refuse the Organiser access to the site where the Organiser is in a position, taking into account all the circumstances, to eliminate immediately the reason justifying its withdrawal or extraordinary termination.

15.9 Where the Organiser is an agency, Eurogress and the agency shall have a special right of termination in the event that the client withdraws from or terminates the agency's contract. This special right of termination may be exercised only where the client fully assumes all rights and obligations arising from the existing contract with Eurogress and, upon the request of Eurogress, provides an adequate security deposit.

## 16 Force majeure

16.1 *Force majeure* is an external event that severely impacts the contractual relationship and that is unforeseeable by human judgement and experience and cannot be prevented or rendered harmless with economically bearable means, even with the utmost care that can be reasonably expected according to the circumstances.

16.2 Where an event cannot be held on the agreed date as a result of *force majeure*, both parties shall be entitled to withdraw from the contract, unless an agreement is reached on rescheduling the event.

16.3 In the event of withdrawal or postponement, the Organiser shall remain obliged to compensate Eurogress for any expenses already incurred. These expenses include any costs for external services already commissioned and any costs incurred by Eurogress in preparing to stage the event. They may be compensated at a flat rate of up to 25% of the usage fee, irrespective of their actual amount, unless the Organiser objects to this. Where the relevant expenses are invoiced based on actual expenditure, there shall be no maximum amount. Otherwise, both parties shall be released from their performance obligations.

16.4 The number of guests present and the cancellation of speakers, lecturers, artists and other participants in the event shall fall within the Organiser's sphere of risk. The latter shall also apply to external incidents such as demonstrations and threats, which are usually influenced by the nature of the event, its content and the media perception of the event.

To cover the associated financial risks, the Organiser is advised to take out interruption or cancellation insurance for its events.

16.5 The provisions of clauses 16.1 to 16.4 shall apply *mutatis mutandis* where the event cannot be held or can be held only to a limited extent as a result of a severe pandemic situation in accordance with the German Infection Protection Act (IfSG) and any legal or official regulations based thereon.

16.6 Clause 16.5 shall not apply where the Organiser is eligible for any state or municipal financial assistance or cancellation coverage.

## **17 Offset and retention rights**

17.1 The Organiser shall be entitled to offset rights vis-à-vis Eurogress only where its counterclaims have been declared legally valid, are undisputed or are recognised by Eurogress.

17.2 The same shall apply to retention rights, where the Organiser is a merchant, a legal entity under public law or a separate legal entity under public law. Where the Organiser does not belong to this category of persons, it shall be entitled to exercise a retention right only where its counterclaim is based on the same contractual relationship.

## **18 Data processing, data protection**

18.1 Eurogress shall lease to the Organiser the object designated in the contract for the purpose of staging events and shall provide event-related services through its own employees and through commissioned service providers. In order to fulfil the business purposes agreed upon in the contract, the personal data provided by the Organiser to Eurogress will also be processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and German Federal Data Protection Act (BDSG). The Organiser shall be obliged to inform all data subjects whose data is transferred to Eurogress during the course of planning and implementing the event about the purposes set out in clauses 18.2 to 18.5.

18.2 Service providers providing event-related services shall receive from Eurogress personal data about the Organiser and contact persons authorised to take decisions in order to provide their services, insofar as this is necessary for the performance of the contract or serves the legitimate interests of the Organiser pursuant to Article 6, Para. 1 (f) of the GDPR. In addition, Eurogress shall use the Organiser's data for mutual information and communication purposes before, during and after an event, as well as for its own event-related offers.

18.3 Personal data about the Organiser, Event Manager and contact persons authorised to take decisions may also be passed on to the relevant bodies/authorities, in particular the police, the fire brigade, the regulatory authorities and the ambulance and rescue services, in order to co-ordinate the respective safety and security concept for the event.

18.4 Eurogress reserves the right to use the data about the Organiser and designated contact persons authorised to take decisions for its own marketing and promotional purposes, in addition to the purposes stated in clauses 18.1 to 18.3. The data subject shall have the right to object at any time to the processing of personal data about them for marketing and promotional purposes. In this case, their personal data will no longer be processed for these purposes. The request to revoke consent to this can be sent free of charge by post, by mail to [Datenschutz@eurogress-aachen.de](mailto:Datenschutz@eurogress-aachen.de) or by fax to Eurogress.

18.5 Eurogress will process and store all personal data it receives from the Organiser for as long as it is required to do so in order to fulfil its contractual and legal obligations. This data will be deleted by Eurogress in compliance with regulations laid down in tax and commercial law, as a rule after 10 years, provided that the commercial relationship is not continued.

18.6 Where a data subject does not consent to the storage or handling of their personal data or where such data is no longer correct, Eurogress shall, upon instruction, arrange for the data to be erased or blocked or rectify it as necessary. Upon request, the data subject shall receive, free of charge, information about all the personal data that Eurogress has stored about them.

## **19 Place of jurisdiction, severability**

19.1 The place of performance for all claims arising from the contract is Aachen. The law of the Federal Republic of Germany shall apply.

19.2 Where the Organiser is a contractor or has no general place of jurisdiction in the Federal Republic of Germany, Aachen is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

19.3 Should any individual provisions of these T&C, of this contract or of the "Safety Precautions for Events" be or become invalid, the validity of the remaining provisions shall remain unaffected. The statutory provision of the German Civil Code (BGB) shall apply in place of the invalid provision.