

GENERAL TERMS AND CONDITIONS FOR EVENTS

RheinMain CongressCenter
Kurhaus Wiesbaden
Jagdschloss Platte

Status: June 2018



General Terms and Conditions for Events

§ 1 Scope

1. These general terms and conditions for events (GTC for events) apply for the running of events in the RheinMain CongressCenter Wiesbaden, for events in the Kurhaus Wiesbaden and in the Jagdschloss Platte (hereinafter referred to as venue(s)). They apply, in particular, to the letting of spaces and rooms, for the performance of event-relevant services and for the provision of mobile equipment and fittings.
2. The RheinMain CongressCenter is operated by Rhein-Main-Hallen GmbH, and both the Kurhaus Wiesbaden and the Jagdschloss Platte are operated by the Kurhaus Wiesbaden GmbH. Both operating companies are referred to hereinafter as “operator“.
3. The GTC for events are a binding component of the contract concluded between the operator and the organiser. Additional or contradictory terms and conditions from our contractual partners (hereinafter referred to as “organiser“) shall apply only if the operator has expressly recognised the same in writing. If agreements deviating from these GTC for events or the safety and fire protection regulations are made with the organiser in the contract, these individual agreements shall always have precedence over the relevant provision in the GTC for events and in the safety and fire protection regulations.
4. These GTC for events also apply for all future contracts with the organiser as long as they do not replace them with a newer, current version.

§ 2 Formation of the Contractual Relationship, Contractual Amendments, Reservations and Options

1. All contracts with the operator must be in writing and signed by both contractual partners in order to become effective. If the operator sends the organiser versions of a contract proposal that are not yet signed and accompanied by annexes, the contract shall only come into effect if the organiser signs two copies, returns these to the operator within the given return period set forth in the contract or an accompanying letter and receives a version of the contract countersigned by the operator back. Sending a “price quote“ or “event calculation“ by post or electronic media is on no account binding and does not represent a legally binding offer for the conclusion of a contract.
2. If amendments or changes to the contract are agreed within the framework of executing the same, the written form requirement is deemed observed if the respective statement is communicated electronically, by fax or email and is confirmed by the other party. Verbally commissioned jobs and/or orders shall be confirmed by the organiser in writing without delay. The delivery and assembly of media and event-relevant technical equipment can also be confirmed by handover certificate or delivery note.
3. Verbal or written reservations and date options only hold the option of concluding a contract and are thus non-binding. They expire at the end of the confirmation period named in the reservation or option without having to additionally inform the holder of the option. Reservations and options are non-transferrable. The right to make a reservation shall apply for the participants in an agency pitch or similar competitive situations if the holder of the reservation is awarded the contract for the event. Reservations can be cancelled by the operator for good reason and opened equally to all competitors in this respect. In the case of public events with advance ticket sales, the organiser shall only be authorized to commence the advance tickets sales for the event after both parties have signed a contract. The operator is entitled to extraordinary cancellation of an existing reservation without delay in case of violation.
4. The repeated running of an event or letting of rooms and spaces on specific dates do not constitute any rights for the future.
5. Changes to company name, address etc. shall be communicated to the organiser without delay. A flat fee of €15 plus VAT shall be charged for changes to invoices etc. that are communicated after the fact.

§ 3 Contractual Partner, Organiser, Event Manager

1. The organiser named in the contract is the contractual partner of the operator. Letting the subject of the contract either gratuitously or in return for payment, either in part or fully to third parties requires the express written agreement of the operator.
2. If the organiser is running the event for a third party, the third party shall be named to the operator prior to conclusion of the contract. In this case, the third party shall be named in the contract beside the organiser. Consent to letting the venue to the said third party is only deemed given if the third party was named by the operator when drawing up the contract. Consent to the letting of the venue to third parties after conclusion of the contract can be refused by the operator without providing reasons.
3. The organiser shall remain responsible to the operator for fulfilling all of the contractual obligations, even if a third party is also named in the contract.
4. The organiser shall provide the operator with the name of a person responsible for managing the event before the event upon request. The tasks to be performed are taken from the “Safety and Fire Protection Regulations for Events“.

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5. The obligations to which the organiser is subjected as set forth in the contract including annexes can, in the event of nonfulfilment, result in a restriction, and, in the event of a breach of fundamental obligations, to the cancellation of the event. Fundamental contractual obligations are defined as obligations, the fulfilment of which permits the proper execution of the contract in the first place, and on the observance of which the contractual partners regularly rely and may rely, that is the fundamental contractual main obligations.

§ 4 Subject of the Contract, Purpose

1. The rooms and spaces named in the contract or in the "Services and Cost Overview" as annex 1 to the contract are let for the purpose named in the contract on the basis of existing, officially approved escape routes and seating plans which the operator can view at the operator's premises. Layout plans that deviate from the approved plans usually require approval. Any cost and risks associated with the official approvability shall be borne by the organiser.
2. Any change to the purpose and the agreed event content require the prior written consent of the operator. The organiser is obligated to immediately inform the operator of any intention to change the purpose/ contents in writing. The use of and letting of the venues for holding party-political promotional and propaganda events or pseudo-religious events, which, due to their content or participants, are under observation by the agency for the protection of the constitution or the state protection office, is ruled out on principle.
3. The organiser shall be granted the limited right to use general circulation areas, paths, toilets, cloakrooms, entrance areas for the duration of the event. The organiser shall accept the joint use of these areas with other organisers in particular. If several events take place simultaneously in the same venue, each organiser shall behave such that no event is disturbed by any other respective event insofar as possible. The organiser has no contractual right to demand that another organiser's event be restricted.
4. The functional rooms and areas in the venues such as workshop areas, warehouse, technical and administration rooms are not part of the contract and are not let to the organiser, provided that no contrary provision is agreed in the contract or in an annex thereto. This also applies for all outer wall areas as well as for areas outside the venues in particular in the general circulation areas and the entrance area.
5. The operator is entitled to enter the let venue, accompanied by third parties, at all times.

§ 5 Handover, Careful Handling, Return

1. With the letting of the subject of the contract, either contractual party can request the other party to jointly tour and view the venue including the technical equipment and fittings, emergency exits and escape routes. Any defects or damage to the subject of the contract detected by the organiser shall be reported to the operator immediately. Either party can request the completion of a handover certificate in which the condition and any deficits or damage shall be documented. Should the completion of a handover certificate be waived, it shall be assumed that there are no recognisable defects beyond the normal minor traces of usage at the time of the handover.
2. The organiser shall take special care that the venue including the fittings therein are treated with due care and consideration and are kept clean.
3. Any type of damage shall be reported to the operator immediately. In the event that there is a risk of the damage escalating, the organiser shall undertake the measures necessary to mitigate the consequences of the damage without delay.
4. Any objects, installations and decorations brought for the event shall be completely removed without a trace by the end of the agreed de-rig period and the venue shall be returned to its original state. The venue shall be returned to the operator in a clean and orderly condition. Any objects left behind can be removed for a charge that shall be invoiced to the organiser. If the subject of the contract is not returned in an orderly condition on time, the organiser shall pay damages in accordance with the rental fee in any case. The right to make further claims due to the delayed return of the subject of the contract remains reserved.
5. An implicit extension of the contractual relationship in the event of delayed return is ruled out. The provision set forth in §545 BGB (German Civil Code) does not apply.

§ 6 Fees, Payment, Lift Operator

1. The contractually agreed fees and payment periods are contained in the contract and annex 1 to the contract.
2. Depending on the type of event, the expected number of visitors and possible safety and fire hazards, additional costs for the presence of a fire protection guard, paramedics, admission and security service personnel, and technical experts (cf. §40 MVStättV - German regulations for public meeting places) can be incurred for the organiser. Please find the details regarding this in the "Safety and Fire Protection Regulations for Events".

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3. The operator is entitled to demand advance instalments in the amount of the agreed fees and costs incurred as well as deposits from the organiser. If nothing to the contrary is agreed in the contract, these payments shall be made in the contractually agreed amount in full to the account of the operator no later than 6 weeks before the beginning of the event. Payments shall be made to the bank of the operator named either in the invoice or in the contract without deductions or bank charges. Invoices from the operator can be sent electronically as a PDF file pursuant to article 233 paragraph 1 line 2 of MwStSystRL (German value added tax system guideline).
4. If the agreed payments are not made in time before the event, the operator can refuse to make the venue available. In this case, the operator is entitled to withdraw from the contract and demand compensation due to non-performance. In the event that payment is made after the due date or of default, the operator's claims are determined pursuant to § 288 BGB.
5. If the internal goods lifts are used for transporting materials during assembly and derigging, a lift operator provided by Rhein-Main-Hallen GmbH shall be deployed per lift used at the expense of the event organiser.

§ 7 Tickets for Public Events

1. On principle, the organiser is solely responsible for the design, production and sale of tickets to public events. The organizer has the option of availing of the Wiesbaden Marketing GmbH ticketing services and advance sales network and shall reimburse the cost.
2. The operator is entitled to request the organiser to place a logo of the venue on the front of the tickets. The logo shall be small and shall only slightly impede the scope of design of the organiser.
3. Provided the organiser produces the ticket sets themselves, they are obligated to display proof of the amount of ticket sets (print lists, logs etc.) and the number of submitted tickets to the operator on request at any time before the event. The number of tickets produced and issued shall not exceed the maximum number of persons permissible for the event, limited by the set seating arrangement.
4. 10 service parking spaces shall be provided to the operator for each event free of charge.

§ 8 Advertising

1. Advertising for the event is the responsibility of the organiser. The organiser shall be named on any printed matter, posters, tickets and invitations in order to indicate that a legal relationship exists between the organiser and visitor only rather than between the visitor and the operator.
2. When naming the venue in advertising material of any kind (including the internet), printed matter, posters and tickets, the name of the venue shall be used in the original writing and with original logos only. The operator shall send the same to the organiser on request. Any further use beyond this is not permitted.
3. Hanging up or attaching advertising boards or posters by the organiser in the venue are only permissible if there is a special agreement with the operator. The contractual party shall bear full responsibility for road safety with regard to any advertising measures made by them on the premises of the venue. This includes the special safety obligations in stormy weather conditions in particular. Random hanging of posters is not permitted and obligates the organiser to pay compensation. The organiser is also responsible for removing all posters and signs immediately after the event at their own expense; failing that, the operator shall have this work performed at the organiser's expense.
4. The organiser shall indemnify the operator irrevocably from all claims caused by the event or advertising thereof breaching the rights of third parties (in particular copyrights, image and naming rights, trademark rights, competition rights, personal rights) or other legal regulations. The indemnity obligation shall cover all potential warning, court and legal fees.
5. The operator is entitled to refer to the event in their event programme and in the internet, and to make visual and sound recordings of the event for marketing purposes of their venue free of charge and to publish the same unless the organizer objects in writing.
6. The organiser has no right to have the operator's own / external existing advertising material in the venue removed, changed or restricted during the event.

§ 9 Gastronomy, Catering, Cloakroom and Underground Carpark

1. The operator and gastronomy companies contractually affiliated to them have the sole right to provide catering for public and private events. The organiser is not entitled to offer food, drinks, refreshments, tobacco goods or the like.
2. Other commercial activities, in particular the sale of sound carriers and other event-relevant goods on the premises or in the rooms of the operator that go beyond the direct running of the event require a special contractual agreement with the operator. The operator reserves the right to charge special fees for the above-mentioned activities.
3. The visitors' cloakroom at public events shall be operated exclusively by the operator and affiliated service partners. Users of the facility shall pay the shown usual fee. The organiser does not have the right to demand payment or the offsetting of fees received. A flat-rate price can be charged to the organiser for running the cloakroom at private events.

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4. If the operator does not plan to run the cloakroom, the organiser can request that the visitors' cloakroom be run by personnel from the operator, and the organiser agrees to bear the cost of the same. If the operator is not commissioned to operate the cloakroom, the customer shall solely bear the liability for any lost cloakroom items of the visitors to their event.
5. There is a public underground carpark underneath the RheinMain CongressCenter building. Should the nature of the event require clearing the carpark, the event organiser shall bear the cost of implementing this measure.

§ 10 GEMA, GVL, Künstlersozialabgabe (KSK - artists social security contribution)

1. The organiser shall be solely responsible for registering and paying fees for the performance or reproduction of copyrightprotected works on time with GEMA - Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte -, with GVL - Gesellschaft zur Verwertung von Leistungsschutzrechten mbH. The operator is entitled to request written proof of the registration of the event with GEMA or GVL, the written proof of invoicing by GEMA or GVL or written proof of payment of the fees to GEMA or GVL by the organiser in time before the event. If the organiser is unable or unwilling to provide proof of payment, the operator can demand additional security amounting to the anticipated sum of the GEMA fees from the organiser in time up to 14 days before the event begins at the latest.
2. The organiser shall fulfil all obligations pursuant to the Artists' Social Security Act (KSK). The organiser shall indemnify the operator from any claims in this respect.

§ 11 Organiser's Liability, Insurance

1. The organiser shall return the venue to the operator in the same condition in which they accepted the venue from the operator. The organiser shall be liable for all damages caused by themselves, their helpers and agents, the organiser, their guests or other third parties pursuant to § 278 and § 831 BGB in connection with the event in accordance with the legal regulations. § 831 paragraph 1 line 2 BGB cannot be applied.
2. The organiser's liability covers all event-related damages. Event-related damages are in the sphere of risk of the organiser, in particular, if caused by the type of event, the participants therein or the content or course of the event. In this context, the organiser is also liable for damages incurred due to riots or as a result of demonstrations against the event or by similar incidents brought about by the event. The operator is entitled to demand security of up to 50,000 euros as a deposit before the event to secure these claims. Should the organiser refuse to pay the deposit or provide a security that is equivalent in value when requested to do so by the operator, the operator is entitled to cancel the contract.
3. The organiser shall indemnify the operator from any third party claims made in connection with the event insofar as these are caused by the organiser, their helpers and agents, their guests or the visitors to the event. This indemnity obligation covers potential official fines and misdemeanours (e.g. due to disturbing the peace, blocking escape routes, exceeding the permitted number of visitors, ignoring smoking bans) that can be imposed on the operator of the venue in connection with the event.
4. The organiser shall take out event liability insurance with cover for damage to persons and property of at least EUR 5 million (five million euros) as well as EUR 100,000 (one hundred thousand euros) for financial loss up to at least 4 weeks before the event, and to present the same upon request. Conclusion of the insurance policy shall not limit the liability of the organiser to the amount covered by the policy.

§ 12 Operator's Liability

1. Liability regardless of culpability on the part of the operator for claims for damage for initial defects in the let rooms, spaces and fittings (§ 536a paragraph 1 BGB) is ruled out. The claim to a reduction in fees due to defects shall be unaffected by this if, when the defect became apparent, this defect or the intention to reduce the fees was communicated to the operator during the rental period.
2. The operator accepts no liability for the loss of objects, fittings or other items of value brought by the organiser provided that no agreement with regard to payment or, in particular, storage was made
3. Liability of the operator for simple negligence is ruled out provided that no fundamental contractual obligations are breached.
4. In the event of a breach of fundamental contractual obligations, the obligation to compensate damages on the part of the operator for cases of simple negligence is limited to the foreseeable, contract-typical, direct average damages as per the type of agreement. Fundamental contractual obligations are defined as obligations, the fulfilment of which permits the proper execution of the contract in the first place, and on the observance of which the contractual partners regularly rely and may rely, that is the fundamental contractual main obligations.
5. The operator shall bear no liability for damages caused by measures taken to maintain safety and order. If the event is restricted, postponed or stopped as ordered by the authorities or the operator as a result of the incorrect estimation of risks, the operator shall bear no liability for cases of minor negligence.
6. If the liability is excluded or limited according to the provisions in these terms and conditions, this also applies to the helpers and agents of the operator.

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7. The above-mentioned liability exclusions and limitations do not apply in the event of culpable injury to the life, body or the health of persons as well as in the case of expressly assured features.

§ 13 Calling off the Event, Cancellation

1. If the organiser fails to run the event at the agreed time for reasons that are not caused by the operator, the organiser shall be obligated to pay cancellation compensation based on the agreed rental fee. The same shall apply if the organiser cancels the contract or terminates the same extraordinarily without having an individually agreed or legally binding right to termination or cancellation. The amount of the cancellation compensation is:
 - a) 20% up to 18 months before the event begins
 - b) 40% up to 12 months before the event begins
 - c) 60% up to 9 months before the event begins
 - d) 80% thereafter

of the total contractually agreed fees. Cancellation shall be in writing and shall be received by the operator within the named periods. If the operator suffered higher damage, they shall thus be entitled to present the relevant amount of the damage instead of the flat-rate compensation figure, and to demand payment from the organiser.

2. The organiser shall have the right to prove that there was no damage or substantially less damage, or that the expense incurred is less than the flat-rate compensation.
3. If the operator is able to let the venue to a third party in return for payment for the cancelled date, the flat-rate compensation shall apply pursuant to number 1 insofar as the rental to the third party was also possible on a different event date.

§ 14 Withdrawal and Extraordinary Cancellation

1. The operator is entitled to withdraw from the contract in the event of a breach of fundamental contractual obligations in particular if:
 - a) the payments to be made by the organiser (rent, deposits etc.) are not paid in time or requested proof of insurance have not been submitted
 - b) the event poses a threat to public safety and order, and relevant confirmation by the public order authorities of the city of Wiesbaden is given,
 - c) the official approval or licences for the event have not been submitted,
 - d) the purpose, content or nomenclature named in the contract is fundamentally changed,
 - e) the organiser concealed the purpose or event content in the contract, in particular, that the event is to be held for a "radical political or pseudo-religious" association at the time of concluding the contract,
 - f) the organiser or the organisation for whom the event is to be held is under the observation of the agency for the protection of the constitution,
 - g) the organiser is in breach of legal regulations, in particular of regulations for venues in which people gather,
 - h) the organiser fails to comply with their legal and official - only if these are in connection with the event - or their contractually accepted duty to communicate, report and pay the operator or the authorities, the fire brigade, paramedic service or GEMA, GVL, KSK,
 - i) insolvency proceedings on the assets of the organiser are opened or the opening of the insolvency proceedings is turned down due to lack of assets and no adequate security was placed as a deposit for all of the event-relevant costs incurred.
2. The operator is obligated to grant the organiser a period of grace with notice of refusal prior to the cancellation or withdrawal from the contract insofar as the organiser is able to rectify the reason for the withdrawal from the contract or extraordinary termination considering the overall circumstances.
3. If the operator avails of their right to cancellation for one of the reasons named in § 14 number 1 a) to 1 i), they shall keep the claim for payment of the agreed fees, shall however allow any saved expense to be offset.
4. If the organiser is an agency, the operator and the agency shall have the special right of cancellation in the event that the customer of the agency withdraws or cancels the order. This special right of cancellation can only be exercised if the customer of the agency fully assumes all of the rights and obligations from the existing contract with the operator and provides adequate security when requested by the operator.

§ 15 Termination of Events

In the event of a breach of fundamental contractual obligations, safety-relevant regulations and specific hazardous situations, the operator can demand the restriction of the event up to evacuation and surrender of the subject of the contract by the organiser. If the organiser does not comply with such a demand, the operator is entitled to evacuate at the organiser's cost and risk. In such a case, the organiser shall remain obligated to pay the agreed full fee.

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§ 16 Force Majeure

1. The obligation of the organiser to pay the agreed fees shall not apply with the exception of the cost incurred for already provided services in cases of force majeure which are external, unforeseeable events that cannot be averted even taking the reasonably expected due care, insofar as nothing to the contrary is defined in numbers 2 and 3 below.
2. Cancellation by individual artists or the late arrival of one or more participants as well as bad weather including ice, snow and other weather conditions with the exception of flooding in the area of the venue are on no account deemed "force majeure" in the context of these general terms and conditions for events.
3. The cancellation or termination of an event due to force majeure in the case of the threat of terrorist attacks or other serious threatening scenarios or due to the detection of so called "suspicious objects", which can result in the termination or cancellation of the event by the organiser or by order of the authorities, is within the sphere of risk of the organiser, as they influence the likelihood of occurrence of such incidents or decisions through the content of the event, the type of participants and visitors and the publicity they make for the event. The cancellation provisions pursuant to § 13 of these contract terms shall apply if an event is called off before the time of the agreed rental. The total agreed fees less the cost not yet incurred at the time of termination shall be paid by the organiser if the event is terminated after the same has begun. The organiser is recommended to take out contingency insurance for their event assuming they wish to secure the associated financial risks accordingly.

§ 17 Right of Offset and Lien

The operator only has the right to offset amounts and to lien against the operator if their counterclaims are legally established, undisputed or recognised by the operator.

§ 18 Transfer

The organiser shall transfer all of the takings from advance sales for the event to the operator at the time of concluding the contract up to the amount of the operator's claims from this event contract in advance.

§ 19 Data Processing, Data Protection

1. The operator rents the object named in the contract to the organiser for the purpose of holding events, and provides event-related support services performed by their own employees and commissioned service providers. In order to fulfil the contractually agreed business purpose, the personal data provided by the organiser to the operator is also processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (*Bundesdatenschutzgesetz - BDSG*).
2. Providers of event-related support services are provided personal data of the organiser and their competent contacts with decision-making authority by the operator for providing their services insofar as this is required for executing the contract or is in accordance with the legitimate interests of the organiser pursuant to article 6 paragraph 1 (f) of the GDPR. The operator also uses the organiser's data for mutual information and communication before, during and after an event as well as for their own offers for event-related support services.
3. Personal data of the organiser, the Event Manager and of their competent contacts with decision-making authority can also be given to the competent offices/authorities in particular to the police, the fire brigade, the office for public order and the ambulance and emergency services for the purpose of coordinating the relevant security concept for the event.
4. The operator reserves the right to use the data of the organiser and of the competent contacts with decision-making authority named by the same in addition to the purposes mentioned in item 1 to 3 for their own marketing purposes and for sending advertising material. The affected party shall have the right to revoke their consent to the processing of their personal data for marketing and advertising purposes at all times. In this case, the personal data shall no longer be used for these purposes. The revocation can be informal and should, if possible, be sent by email to info@rmcc.de or by phone to: +49 (0)611/1729-400.
5. If in the course of operator software maintenance it cannot be ruled out with certainty that commissioned software companies can access the stored personal data of the organiser, the commissioned companies shall be obligated to observe the existing legal data protection requirements and data privacy pursuant to § 5 of the Federal Data Protection Act.
6. The operator processes and stores all of the personal data that they receive from the organiser as long as is required for fulfilling the contractual and legal obligations. If the data are no longer required for fulfilling the contractual or legal obligations, they shall be deleted regularly unless the - temporary - further processing is required for the following purposes:
 - a) Fulfilment of retention periods according to business and tax law. The pertinent stipulated retention and documentation periods are two to ten years.
 - b) Preservation of evidence within the framework of statutory limitation periods. Pursuant to §§ 195 seq. of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*), these statutory limitation periods can last up to 30 years whereby the regular limitation period is three years.

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7. If an affected party no longer consents to the storage of their personal data or if these are no longer correct, the operator shall, upon receiving corresponding instruction, organise the deletion or blocking of the data or the necessary correction of the same. The affected party shall receive information about all of the personal data that the operator has stored about them free of charge upon request.

§ 20 Place of Fulfilment, Law, Jurisdiction

1. Place of fulfilment for all claims from the contract is Wiesbaden.
2. The law of the Federal Republic of Germany applies.
3. The place of fulfilment and jurisdiction shall be Wiesbaden provided that the organiser is a business person, a legal entity under public law or a special fund under public law.

§ 21 Closing Provisions

Should individual clauses of these GTC for events, the contract or the "Safety and Fire Protection Regulations" be or become ineffective, the effectiveness of the other provisions in the contract shall remain unaffected. The ineffective or unenforceable provision shall be replaced by that effective or enforceable provision, the effects of which come as close as possible to the commercial purpose envisaged by the contractual parties with the ineffective or unenforceable provision. This applies in the case that the contract proves to be incomplete accordingly.

Imprint:

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