



## **General Terms and Conditions of Broich Premium Catering GmbH**

(1) For all services provided by Broich Premium Catering GmbH, the following will apply in the following order:

- the content of a contract concluded in writing between the parties
- the order confirmation from Broich Premium Catering GmbH
- the offer from Broich Premium Catering GmbH
- these General Terms and Conditions
- the statutory provisions of the German Civil Code.

In the event of any conflict between individual provisions, the provisions of the higher-ranking document will take priority. For the rest, the provisions of lower-ranking documents apply in supplement to those of the higher-ranking documents.

(2) Within these General Terms and Conditions the following apply:

- the General Terms and Conditions in Part A of these General Terms and Conditions for all services provided by Broich Premium Catering GmbH and
- in addition the Catering Terms and Conditions in Part B of these General Terms and Conditions for all catering services provided by Broich Premium Catering GmbH and
- in addition the Location Terms and Conditions in Part C of these General Terms and Conditions for all services provided by Broich Premium Catering GmbH in the area of location hiring.

(3) These General Terms and Conditions also apply for all future legal relationships between Broich Premium Catering GmbH and the customer.

(4) Contract terms of the customer will only become a part of the contract if they are expressly accepted in writing by Broich Premium Catering GmbH.

(5) If the service is accepted by the customer, these General Terms and Conditions will be deemed to have been accepted.

(6) If the terms “us”, “we” or the “landlord” are used in these General Terms and Conditions, they will mean Broich Premium Catering GmbH.

### **Part A - General Terms and Conditions**

These General Terms and Conditions apply for all services provided by Broich Premium Catering GmbH.



## **I. Offer and offer documents / conclusion of contract**

1. Unless otherwise is stated in our offer, it is without obligation. Offers made verbally or by telephone need to be confirmed immediately in writing.
2. If offers are prepared based on the information provided by the customer and/or documents it has provided, Broich Premium Catering GmbH will not accept any liability for the accuracy of the information and documents received, unless their inaccuracy and unsuitability are not recognised due to wilful intent or gross negligence.
3. The obtaining of any necessary official licences, permits or any other approvals is only part of the offer if this is expressly stated. The same applies for customs formalities for deliveries abroad. Otherwise these are entirely the responsibility of the customer.
4. Offers, plans, descriptions of concepts etc. will remain, unless otherwise is expressly agreed in writing, with all rights the property of Broich Premium Catering GmbH. The customer undertakes not to use them in any other way or form, and in particular not to copy them, distribute them, pass them onto third parties or make any changes to them without the express consent of Broich Premium Catering GmbH. In the event of any breach, a contract penalty to be set by the responsible court will be due.
5. The contract will be formed when it has been confirmed in writing by Broich Premium Catering GmbH.

## **II. Basis for credit**

The customer has to be creditworthy in order for Broich Premium Catering GmbH to be required to provide its service. If the customer has made untrue or incomplete statements about his person or facts relating to his creditworthiness or stops his payments, an application has been made to open insolvency proceedings for his assets, or if insolvency proceedings for his assets have been opened, Broich Premium Catering GmbH will not be required to provide its service. In these cases Broich Premium Catering GmbH may demand payment in advance or other suitable security for its claim to remuneration.

## **III. Property rights, drafts, concepts**

1. Plans, drafts, drawings, concept descriptions etc. will remain with all rights the property of Broich Premium Catering GmbH, including if they have been handed over to the customer. The transfer of property rights and rights of use needs to be expressly agreed in writing.
2. Unless otherwise is agreed in writing, changes to plans, drafts, concepts etc. will only be made by Broich Premium Catering GmbH. This will also apply if these documents fall into the possession of or become the property of the customer.
3. If materials or documents are handed over in order for the service to be performed, the customer will be responsible for ensuring that the property rights of third parties are not infringed by the production and delivery of the services performed in accordance with his documents. Broich Premium Catering GmbH is under no obligation to check whether the information and documents provided by the customer infringe the property rights of third parties.



#### **IV. Payment terms**

1. Broich Premium Catering GmbH has the right, subject to any agreed advance payments, which will not be affected, to invoice each individual service as soon as it has been performed.
2. Invoiced amounts will be due for payment, unless otherwise has been agreed, within ten days of the invoice issue date.
3. There will be no deductions of any kind. No interest will be paid on advance payments.
4. In the event of late payment, Broich Premium Catering GmbH will have the right, without prejudice to further claims, to demand compensation for late payment in the amount of the usual minimum interest rate and commission of the major banks (but at least 8 percentage points above the ECB base rate, 5 percentage points for consumers). The customer has the right to prove that the compensation should be lower. The right to claim higher compensation for late payment is expressly reserved.
5. Broich Premium Catering GmbH will also have the right in the event of late payment to withdraw from the contract and demand compensation for a breach of duty. In this case any agreed cancellation costs will also have to be paid.

#### **V. Offsetting and assignment**

1. The customer may not offset against counterclaims that are disputed or have not been established in law. The same applies for the assertion of retention rights.
2. The customer's rights under this contractual relationship may only be transferred with Broich Premium Catering GmbH's prior consent.

#### **VI. Liability**

1. Claims by the customer for compensation for damages of any kind, including damage not caused to the delivery item itself, for example due to default, a breach of duty or crime, are excluded, unless the damage is caused by wilful intent or gross negligence, and no cardinal obligations of Broich Premium Catering GmbH have been breached.
2. In the event of a breach of significant contractual obligations or cardinal obligations, Broich Premium Catering GmbH's liability for compensation will be limited to the foreseeable, average compensation typical for this type of contract. This will not apply in the event of a grossly negligent or wilful breach of an obligation.
3. The limitation of liability will apply equally for Broich Premium Catering GmbH's vicarious agents.
4. No liability will be accepted for faulty deliveries made and services performed by third parties used by Broich Premium Catering GmbH on behalf of the customer, unless it is proved that Broich Premium Catering GmbH has demonstrated a wilful or grossly negligent breach of its duty of care in the selection and monitoring of the third party. The customer can if necessary demand the assignment of Broich Premium Catering GmbH's claims against the third party.



5. If only the planning or development of a concept are the object of a contract, Broich Premium Catering GmbH will not be liable. It will only be responsible in this respect for ensuring that it is able to realise the plans and concepts accordingly.
6. If the customer uses Broich Premium Catering GmbH's vicarious agents to make changes on its premises at its own behest and without any instigation from Broich Premium Catering GmbH, e.g. clearing out or rearranging furniture, Broich Premium Catering GmbH's liability will be excluded.
7. Broich Premium Catering GmbH will not be responsible for disruptions caused by industrial disputes or force majeure.
8. If liability under these General Terms and Conditions is excluded or limited, this will also apply for the personal liability of the employees, workers, staff, representatives and subcontractors of Broich Premium Catering GmbH.
9. All claims made against Broich Premium Catering GmbH due to breaches of contractual obligations are subject to a limitation period of one year from the start of the statutory limitation period, unless they are based on wilful conduct.
10. For claims under the German Product Liability Act (Produkthaftungsgesetz) and due to injury to life, limb or health, Broich Premium Catering GmbH will be liable in accordance with the statutory regulations and the above limitations of liability in nos. 1 to 9 will not apply.

## **VII. Data protection**

It is pointed out that, in the course of or in connection with the business relationships, personal data, whether this comes from Broich Premium Catering GmbH itself or from third parties, will be processed in accordance with the German Data Protection Act (Bundesdatenschutzgesetz).

## **VIII. Final provisions**

1. If individual provisions in these General Terms and Conditions or individual provisions in individual contracts should be or become ineffective in whole or in part, this will not affect the effectiveness of the remaining provisions in the contract. The provision that is not included or is ineffective will be replaced by a provision which is as close as possible to the content of the original provision, in particular from an economic point of view. For the rest, the statutory provisions apply.
2. Side agreements need to be made in writing. This also applies for any deviations from the requirement of the written form.
3. The contractual relationship is subject exclusively to German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of the provisions on conflicts of law of Private International Law (PIL).
4. The place of fulfilment and jurisdiction for all disputes arising between the parties relating to the contractual relationship is Düsseldorf, providing the customer is a trader, a legal person under public law or a special asset under public law.



## **Part B - Catering Terms and Conditions**

These Catering Terms and Conditions apply in addition to the General Terms and Conditions in Part A for all catering services provided by Broich Premium Catering GmbH. Any other contractual agreements that may be concluded by the parties, in particular concerning the hiring or any other use of rooms and/or space (locations), including the applicable Location Terms and Conditions, will apply additionally.

### **I. Provision of items on a hire basis**

1. All materials and items supplied by Broich Premium Catering GmbH, with the exception of food and drink, are and will remain the property of Broich Premium Catering GmbH and are only provided on a loan or hire basis.
2. The customer has to take care of such items provided on a loan or hire basis (e.g. crockery, cutlery, glasses, table linen the like) and return them as soon as the event has finished. The customer has to compensate fully for items that have been damaged, destroyed or lost in the amount of the repair costs (for damage) or in the amount of the replacement costs (for destruction or loss).
3. Any confirmation of return provided by Broich Premium Catering GmbH will always be subject to a thorough examination.
4. Hire charges will be billed by calendar day. The hire will start on the day the items are received and will end on the day they are returned. If the items are not returned on time, the full hire charge for one day will be owed for each additional day.
5. Broich Premium Catering GmbH has the right to demand an appropriate deposit for the hire period before the items are handed over. The deposit is interest free.

### **II. Prices**

1. All prices and price quotes are in euros, are net and do not include statutory VAT, duties or any additional duties under public law; this will also be the case if this is not expressly stated.
2. The offer prices will only apply if the order is not split and is unchanged.
3. If there are more than four months between the time the contract was concluded and the time of the contractually-agreed supply, Broich Premium Catering GmbH will have the right to increase the agreed price by a reasonable amount. This will apply in particular if Broich Premium Catering GmbH's own procurement costs are higher than assumed at the time the contract was concluded. If the price increase is more than 7.5 % of the agreed price, the customer will have the right to withdraw from the contract. This right to withdraw can only be exercised within a limitation period of 2 weeks from the notification of the price increase.
4. If the start or continuation of the service is delayed for reasons for which Broich Premium Catering GmbH is not responsible, it will have the right to charge separately the additional costs incurred as a result. In this case Broich Premium Catering GmbH's rates on the date of performance will be relevant.



5. Services that are not costed in the offer, are performed at the request of the customer and additional costs that are attributable to incorrect information provided by the customer or any third party, to blameless transport delays, to preliminary work that is not performed on time or correctly by the customer or any third party, providing the third party is not a vicarious agent of Broich Premium Catering GmbH, are to be paid for additionally by the customer. This will also apply in particular for costs and fees for obtaining necessary official licences, permits, as well as for costs and fees incurred when providing the service abroad.
6. Services and errands performed for the customer at its request in the planning and execution of the contract will be paid for separately. For amounts spent in this respect, Broich Premium Catering GmbH will have the right to charge an expenditure commission. Broich Premium Catering GmbH also has the right to contract out such services to third-party companies on behalf of the customer.

### **III. Delivery/transport**

1. Deadlines specified for the performance of services will only be approximate, unless firm deadlines have been agreed in writing.
2. If the customer makes changes to the work to be performed after the contract has been concluded, firmly agreed performance/delivery deadlines will no longer be binding. The same applies for hindrances for which Broich Premium Catering GmbH is not responsible, in particular where the customer does not provide documents, necessary official licences and materials on time.
3. If disruptions to business operations occur for which Broich Premium Catering GmbH, its pre-suppliers or its subcontractors are not responsible, in particular labour disputes, strike, lock-out and cases of force majeure due to an unforeseen and blameless event which result in serious operational disruptions, the delivery/production deadline will be extended accordingly. If the aforementioned disruptions make fulfilment of the contract impossible, both parties will have the right to withdraw from the contract. In this case Broich Premium Catering GmbH will be entitled to payment for the services it has performed up until this point, whereby the services performed include not only the costs for the preparation of the offer, but also the claims of third parties commissioned by Broich Premium Catering GmbH trusting that the contract would be fulfilled. Neither party may make any further claims for compensation.
4. The products produced by Broich Premium Catering GmbH will always be transported at the customer's cost and risk, unless otherwise is agreed. Requested packaging or packaging considered necessary by Broich Premium Catering GmbH will be invoiced separately. The same applies for shipment items provided by the customer.
5. Items provided by the customer that are used in the performance of the service have to be delivered by the customer by the agreed deadline with delivery free to the place of use. Broich Premium Catering GmbH is under no obligation to return such items. If it is not instructed to return such items by the customer, they will be returned carriage forward from the place of use at the risk of the customer.
6. If goods that are ready for shipment cannot be delivered for reasons for which the customer is responsible, the risk will be transfer to the customer on the day that the goods are ready for shipment. The services to be performed by Broich Premium Catering GmbH will be deemed to have been fulfilled after the ready-for-shipment notice has been sent to the customer.



#### **IV. Acceptance / handover**

1. Acceptance / handover will routinely take place formally and immediately after performance of the service / delivery. The customer agrees that it will attend the acceptance meeting itself or arrange to be represented by a duly authorised representative. It is expressly acknowledged that an acceptance meeting shortly before the start of an event is not unreasonable.
2. Any work still outstanding or defects justifiably reported will be caught up/rectified as quickly as possible. If the outstanding work or defects do not affect the overall performance significantly, they will not entitle the customer to refuse acceptance.
3. If the customer has made use of the goods/service or part of the goods/service without prior formal acceptance, and in particular consumed the food and drinks delivered/prepared, acceptance will be deemed to have taken place with this use.

#### **V. Warranty**

1. The customer has to inspect the goods and services provided by Broich Premium Catering GmbH at the time of subsequent delivery / acceptance and report immediately any defects identified, as appropriate verbally at the place of use or by telephone, and give Broich Premium Catering GmbH the opportunity to make the appropriate findings.
2. In respect of warranty, the customer can only demand supplementary performance. How appropriate supplementary performance is provided will be at the discretion of Broich Premium Catering GmbH. It has the option at all times of replacement delivery. The customer can only make further claims if two attempts at improvement have failed due to the same defect.
3. Unless otherwise is expressly declared in writing, product descriptions, samples or presentations do not constitute a quality agreement, declaration of guarantee or assurance of properties.
4. The warranty does not cover those defects that occur at the customer due to natural wear and tear, humidity, strong heating or improper handling or improper storage. Similarly, the warranty does cover reasonable deviations in shape, dimensions, appearance, consistency, taste and any other quality of the goods, and in particular food.
5. If the defects are notified late or no reservations are expressed about known defects at the time of acceptance, the warranty rights will expire entirely. The same will apply if the customer makes changes itself or makes the assessment and rectification of defects more difficult or impossible for Broich Premium Catering GmbH, which is generally the case when defects that are not hidden are not notified until after the event.



## **VI. Termination/ cancellation**

1. The customer has the right to terminate the contract at any time. In this case the cancellation costs agreed in the order will apply. The right to claim for further damages will remain unaffected.
2. If the parties are in a pre-contract relationship and the customer ends this, for whatever reason, Broich Premium Catering GmbH reserves the right to claim reasonable compensation up to 10 % of the agreed remuneration.
3. The right of both parties to terminate if there is good cause remains unaffected. In cases in which the reason for the good cause can still be rectified, however, it is necessary that an appropriate request in writing to rectify the reason for the good cause by a reasonable deadline is made and that the deadline has passed without success.
4. In the case of termination due to good cause by Broich Premium Catering GmbH or withdrawal for reasons for which the customer is responsible, the cancellation costs agreed in the order will be payable. The right to claim for further damages will remain unaffected.

## **Part C - Location Terms and Conditions**

These Location Terms and Conditions apply in addition to the General Terms and Conditions in Part A for all hire and usage relationships, unless otherwise is agreed in the underlying Hire Contract or any other usage contract, concerning locations offered by Broich Premium Catering GmbH, in particular:

- AREAL BÖHLER, Düsseldorf/ Meerbusch
- Altes Kesselhaus mit Lehrwerkstatt,
- Hallen am Wasserturm,
- Alte Federnfabrik,
- Alte Schmiedehallen
- Glühofenhalle
- Kaltstahlhalle

and the associated open areas where applicable.

These Location Terms and Conditions contain in Section I the General Terms and Conditions of Hire, in Section II the Organisational and Technical Safety Terms and Conditions and in Section III the House Rules of Broich Premium Catering GmbH, Broich Location Management. They govern the rights and obligations of the landlord and hirer taking into particular consideration the provisions of the Special Construction Regulation (Sonderbauverordnung) of North Rhine-Westphalia (hereinafter also referred to as SBauVO).

Any other contractual agreements possibly concluded by the parties, in particular in catering orders for catering services including the applicable Location Terms and Conditions, will apply additionally.



## **I. GENERAL TERMS AND CONDITIONS OF HIRE**

### **1. Object of the contract**

- 1.1. The respective premises will be hired as a venue (hereinafter referred to as the hired property) for commercial or private purposes and on the basis and within the scope of the respective seating plans / capacities approved by the authorities and notified to the hirer. The hired property may be a hall, individual rooms, areas of the whole property and other facilities. The hired property and intended use will be defined precisely in writing in the Hire Contract.
- 1.2. The hired property may only be used for other purposes with the landlord's prior consent in writing. The hirer undertakes to inform the landlord immediately in writing of any intention to change the intended use.
- 1.3. The respective hired property will be hired in the condition in which it is found and accepted by the hirer as agreed in the contract. Before the hired property is handed over to the hirer, the hired property including the technical facilities, emergency exits and escape routes will be inspected together with the hirer or the event manager appointed by the hirer. If the hirer or the event manager appointed by the hirer notices any defects or damage to the hired property, these are to be recorded in writing and reported to the landlord.
- 1.4. No changes are allowed to be made to the hired property without the landlord's specific approval.

### **2. Conclusion of contract**

- 2.1. For the handover of the hired property, facilities and equipment, a written Hire Contract comprising these Location Terms and Conditions including the General Terms and Conditions of Hire, the Organisational and Technical Safety Terms and Conditions and the House Rules is required.
- 2.2. It cannot be assumed from the confirmation of the option to hire an event room for specific dates that a Hire Contract will be subsequently concluded, unless the landlord has expressly committed to this in the confirmation of the pre-reservation. The landlord and the hirer undertake to inform each other immediately, though, of any plans for another use or plans not to make use of the space on the date and time previously specified.

### **3. Parties to the Hire Contract**

- 3.1. Broich Premium Catering GmbH based in Meerbusch is the landlord of the hired property. The hirer specified in the Hire Contract is the hirer and sole organiser of the event to be held in the hired premises or on the hired site. The hirer is only allowed to transfer or sublet the hired property free of charge in whole or in part to a third party with the landlord's prior consent in writing.
- 3.2. The hirer is to be stated as the organiser on all printed material, posters, tickets, invitations etc. in order to make it clear that a legal relationship is formed between the event visitors and the hirer, and not for instance between the visitors or third parties and the landlord.
- 3.3. The parties to the Hire Contract undertake to emphasise clearly and unambiguously in all promotional measures, and in particular in all publications and meetings, that the hirer is the organiser, not the landlord.



- 3.4. When mentioning the name of the landlord or the venues in announcements of any kind (including in the internet), on printed material, posters and tickets, only the landlord's original font and original logo may be used. The relevant templates will be provided by the landlord solely for this purpose.

#### **4. Hire period / usage times**

- 4.1. The hired property will be hired for the time agreed in the Hire Contract.
- 4.2. At the end of the agreed dismantling period, the hired property is to be handed back by the hirer in a cleared state and at least well-swept. The landlord will not be required to issue a separate request to vacate the premises. A tacit extension of the usage relationship, and in particular the legal consequences of § 545 of the German Civil Code (BGB), are excluded, without the need for any objection to this effect. If the hired property is not handed back on time, the hirer will have to pay in each and every case compensation for usage in the amount of the hire fee as minimum damages. The right to make further claims due to the late return of the hired property is reserved. The hirer has the right to prove that no or lower damages were incurred.
- 4.3. Items, installations, structures and the like installed by the hirer or by a third party on the hirer's behalf during the hire period are to be removed completely by the hirer by the end of the hire period and the old condition is to be restored. After the hire period the items can be removed subject to a charge at the hirer's expense.
- 4.4. When the hired property is handed back, the hired property including the technical facilities, emergency exits and escape routes will be inspected together with the hirer or the event manager specified by the hirer. At the same time a written handover report will be prepared, in which the condition of the hired property and any measured consumption will be recorded.

#### **5 Rent and ancillary costs**

- 5.1. The rent agreed between the hirer and the landlord is to be set out in writing in the respective contract.
- 5.2. Unless otherwise is agreed in the Hire Contract, the rent (not including ancillary costs) will be payable in the amount of 100% upon the conclusion of the Hire Contract and within 10 days of the issue of a corresponding invoice by Broich Premium Catering GmbH, though no later than three days before the start of the hire period.



- 5.3. The hirer will be invoiced the remaining amount (remaining rent, ancillary costs, power consumption costs and any additional costs incurred) in a final invoice by the landlord after the event has finished. The final invoice is payable within 10 days of its issue. The invoice will be deemed to have been accepted, unless the hirer objects to it in writing within 10 days of its receipt stating the reasons. Any objections against the invoice that the hirer has not raised within 10 days can no longer be raised, unless the hirer was not responsible for the objection being raised late.

## **6 Advertising**

- 6.1. The advertising of the event is the sole responsibility of the hirer. All advertising measures in the rooms and on the premises of the landlord need the landlord's specific prior consent in writing. The landlord has the right to draw attention to the event in all media, in particular on its website, if this event is of a public nature (e.g. trade fairs, award ceremonies, traditional events, social events).
- 6.2. The hirer irrevocably indemnifies the landlord against any claims that may arise due to advertising or other measures of the hirer infringing the rights of third parties (copyrights, image and name rights, trademark rights, competition rights, personality rights etc.) or any statutory regulations (e.g. German Teleservices Act (Teledienstgesetz)). This will also apply for any legal costs incurred in this respect.
- 6.3. Flyposting is prohibited by law and will result in the hirer having to pay compensation.
- 6.4. The landlord ensures that the event rooms remain free of advertising, with the exception of the bar areas. All other commercial advertising rights lie with the landlord. Any advertising present may only be covered or dismantled by prior agreement and with the landlord's express consent in writing.

## **7. GEMA fees**

It is the sole responsibility of the hirer to ensure that the GEMA fees (GEMA = Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte, Society for musical performance and mechanical reproduction rights) are applied for in good time and paid on time. The hirer acknowledges irrevocably that it is the sole organiser of and sole party responsible for the event for which the premises were hired in accordance with §§ 81, 97 of the German Copyright Act (Urheberrechtsgesetz). The hirer irrevocably indemnifies the landlord against all claims and claims from third parties in respect of the GEMA fees incurred.

## **8. Video and audio recording**

Radio, TV, internet and loudspeaker broadcasting; audio, audio-visual and/or image recording, sound recording and any other type of recording and broadcasting of the event of any kind (radio, TV, internet, loudspeakers etc.) require, subject to the consent of the copyright and ancillary copyright holders, the landlord's prior consent in writing.



## **9. Catering**

The entire catering of events of any kind on the site and premises of the landlord is the sole responsibility of the landlord or the service providers used by the landlord. This applies in particular for all gastronomic requirements - drinks, food, tobacco, ice cream, confectionary etc. The hirer does not have the right, unless it has the landlord's prior consent in writing, to provide these services itself or purchase these services from a third party.

## **10. Smoking ban**

- 10.1. There is a smoking ban in all of the landlord's rooms. The hirer has an obligation to ensure that visitors adhere to the smoking ban. In the event of any breach, it has to take the necessary measures to prevent further breaches. On request, it will be supported by the admission and security staff.
- 10.2. The responsible authorities can also punish the landlord for breaches of the Non-Smokers Protection Act (Nichtraucherschutzgesetz). The hirer has to indemnify the landlord at the first time of asking, if it and its vicarious agents are in breach of the agreements under 10.1 or 10.2.
- 10.3. If the law allows exceptions in individual cases for non-public events in venues and the hirer would like to lift the smoking ban, the landlord's prior consent in writing has to be obtained.

## **11. Parking spaces**

The landlord does not have to provide parking spaces, and in particular not to the extent required for the visitors to the respective the event. It also reserves the right to find a different use for the car park at short notice.

## **12. Firefighters, admission staff, supervisory staff, security staff and medical staff**

The landlord appoints firefighters, admission staff, supervisory staff, security staff and medical staff based on event and hall-specific requirements. Additional event-related positions/specialist functions are to be filled separately by the hirer at the request of the authorities or on the basis of legal requirements for venues. The costs incurred under sentences 1 and 2 will be borne by the hirer alone. The hirer may only use its own admission, supervisory and security staff, or such staff commissioned by it, with the landlord's prior consent in writing. Regarding the costs incurred under sentences 1 and 2, the hirer irrevocably indemnifies the landlord against all claims and claims from third parties.

## **13. Right to ask visitors to leave; termination of events**

- 13.1. The landlord grants the hirer the right to ask visitors to leave to the extent required for the orderly and safe organisation of the event. The landlord will also have the right to ask the hirer, organiser, visitors and third parties to leave throughout the usage agreement. To this end, the landlord's staff also have the right to issue instructions to the safety and security staff commissioned by the hirer and to the event manager. The commissioned safety and security staff and external services (police, fire service) will ensure that the right to ask



visitors, service companies and third parties to leave is enforced. Their instructions are to be followed immediately.

- 13.2. In the event of a breach of significant Location Terms and Conditions, statutory regulations or official orders, the landlord may demand that the hirer immediately clears and hands back the hired property. If it does not comply with this request, the landlord will have the right to arrange for the hired property to be cleared at the hirer's cost and risk. In such a case, the hirer will still have to pay the full fee. The right to make further claims for compensation against the hirer will remain unaffected.

#### **14. Responsibility and liability of the hirer**

- 14.1. The hirer is liable to the landlord, regardless of whether it is at fault, without limitation and irrevocably for all injury to persons, damage to property and financial loss caused by the hirer, its representatives, vicarious agents, guests or any third party in accordance with §§ 278, 831, 89, 31 of the German Civil Code (Bürgerliches Gesetzbuch) in connection with the event.
- 14.2. The liability also covers damages caused as a result of events of third parties not being able to be held or not being able to be held as planned and damages due to tumultuous riots, fire, panic and similar occurrences caused by the event.
- 14.3. The hirer indemnifies the landlord against all claims for compensation made by third parties in connection with the event, to the extent that the hirer or its vicarious agents are responsible for these.
- 14.4. The hirer is liable for the complete and correct return of the devices, keys and facilities the landlord has handed over to it for use.
- 14.5. If, due to breaches of these Location Terms and Conditions, in particular breaches of the Organisational and Technical Safety Terms and Conditions in Section II, the landlord or its vicarious agents receive penalties for offences and fines, the hirer will be obliged to immediately accept responsibility for the offence or refund the fine, to the extent that these are due to breaches of duty for which the hirer or its vicarious agents are responsible.
- 14.6. The acceptance of responsibility and the indemnification obligation also covers in accordance with the provision in no. 5 above those fines that are imposed on the basis of other public law regulations, e.g. on the basis of police regulations or on the basis of official orders against the landlord or its vicarious agents.
- 14.7. The landlord will immediately pass onto the hirer any penalties for offences and fines (see nos. 5 and 6 above) for which the hirer is responsible. The hirer has the right to ask the landlord to object to and appeal against the penalties and fines imposed. In such a case the hirer has to bear in full the legal costs incurred as a result and indemnify the landlord fully in this respect.
- 14.8. Any further liability of the hirer under the statutory regulations remains unaffected.
- 14.9. The hirer has to take out event organiser liability insurance (Veranstalterhaftpflichtversicherung) with a sufficient sum insured of at least



- € 1 million for injury to persons
- € 1 million for damage to property
- € 250,000 for financial loss

at its own cost and maintain this during the hire period. Proof that the insurance policies have been taken out is to be presented to the landlord without request in the form of a copy of the respective insurance certificate upon conclusion of the contract, and no later than four weeks before the start of the event. The landlord has the right, if proof of the insurance policy is not presented on time, to take out the necessary insurance at the expense and cost of the hirer or to extraordinarily terminate the Hire Contract.

## **15. Liability of the landlord**

- 15.1. The landlord's liability without fault for compensation for defects at the time of handover of the hired property is excluded.
- 15.2. The landlord is not liable for damage caused by measures it has initiated in order to maintain safety and order. The landlord's liability is also excluded if an event has to be interrupted, restricted, changed, called off or cancelled on the instruction of the authorities.
- 15.3. The landlord accepts no liability for items brought to the event by the hirer, its staff, suppliers or other third parties acting on behalf of the hirer.
- 15.4. A reduction in rent due to defects in the hired property will only be considered if the landlord is notified in writing of the intention to reduce the rent during the hire period.

## **16. Withdrawal from the contract**

- 16.1. The landlord will have the right to withdraw without notice from the Hire Contract if:
  - a) the payments to be made by the hirer (rent, ancillary costs, provision of security) have not been made on time,
  - b) the event disrupts public safety or order or damages the reputation of the landlord, city or district,
  - c) the official licences or permits required for the event have not been obtained,
  - d) the intended use specified in the Hire Contract is changed significantly,
  - e) insolvency proceedings are opened for the hirer's assets or the opening of insolvency proceedings is rejected due to a lack of assets,
  - f) the hirer is in breach of statutory regulations, and in particular the operating requirements of the Special Construction Regulation (SBauVO), or official requirements and orders,
  - g) the hirer fails to meet its statutory, official – only insofar as this relates to the event - or contractually agreed notification, disclosure and payment obligations towards the landlord or towards authorities, the fire service, medical service, rescue services or GEMA.
- 16.2. If the landlord makes use of its right to withdraw, the hirer's right to make claims as a result of this is excluded. Compensation for all of the costs incurred by the landlord up until this point and the agreed rent is to be paid by the hirer.



16.3. If the hirer does not hold the event for any reason for which the landlord is not responsible, or if it withdraws from or terminates the Hire Contract before the contract for catering services is placed with Broich Premium Catering GmbH, it will have to pay the cancellation costs agreed in the Hire Contract (rent and compensation for loss of catering).

16.4. For the aforementioned cases of withdrawal from the Hire Contract, the hirer agrees to pay in addition to the rent, compensation for loss of catering which, unless otherwise is agreed in the Hire Contract, will be calculated as follows:

- Alte Schmiedehallen: € 40,000.00 per event day booked
- Alte Federnfabrik: € 25,000.00 per event day booked
- Vulkanhalle: € 25,000.00 per event day booked
- Altes Kesselhaus: € 20,000.00 per event day booked
- Halle am Wasserturm: € 7,500.00 per event day booked
- Glühofenhalle: € 7,500.00 per event day booked

The above amounts for compensation for loss of catering will apply, unless an effective catering contract has been concluded between the hirer and Broich Premium Catering GmbH before the right to withdraw is exercised. In cases of withdrawal after such a catering contract has been concluded, the compensation for loss of catering agreed in the catering contract will apply together with the rent.

All of the above amounts are net amounts and do not include the statutory VAT applicable at the time of the contract.

16.5. If the contractually agreed event cannot take place due to force majeure, each party will bear the costs it has incurred to date time itself. If the landlord has paid costs for the hirer in advance, and it has been contractually agreed that such costs will be refunded, the hirer will in any event be required to refund this advance payment to the landlord.

## **II. ORGANISATIONAL AND TECHNICAL SAFETY TERMS AND CONDITIONS**

### **1. Binding effect**

1.1. These Safety Terms and Conditions are binding for all hirers who hold events in the hired property. They are an integral part of the Location Terms and Conditions and the underlying Hire Contract. Additional safety and fire prevention requirements may be placed on an event by the security authorities, building authorities and fire prevention authorities, in particular if the nature of the planned event may result in a particular risk for people and property. They are to be observed by the hirer.

1.2. All regulations relating to events and venues are to be observed in their current version. For the safety of the event participants and fire-prevention reasons, the responsible security authorities may refuse permission for an event to be held if previously identified defects have not been rectified by the time the event is due to start.



- 1.3. The hirer has ensure that all of the requirements placed on the event are implemented in full at its own cost.

## **2. Notification and disclosure obligations of the hirer**

The hirer undertakes to notify the landlord of all necessary organisational and safety-related information at least 4 weeks before the event.

## **3. Responsible persons**

- 3.1. The hirer is responsible for the whole event programme and the safe and smooth running of the event, including the preparatory and follow-up activities. The hirer is the event organiser in accordance with § 38 of the SBauVO. It is responsible for ensuring compliance with all of the relevant regulations applicable at the time of the event, in particular those of the Special Construction Regulation (Sonderbauverordnung), the State Building Regulation (Landesbauordnung), the German Industrial Code (Gewerbeordnung) and the accident prevention regulations of the trade associations (Unfallverhütungsvorschriften der Berufsgenossenschaften). The same applies for compliance with official orders, requirements and conditions.
- 3.2. The hirer has to give the landlord the name of a member of its staff who will ensure as the “Event Manager” that the requirements of § 38 of the SBauVO are met during the set-up and dismantlement phase and during the running of the event. The Event Manager has to participate in the inspection of the hired property (see § 1 no. 3 of the General Terms and Conditions of Hire) and familiarise himself with the venue.
- 3.3. The hirer’s Event Manager will ensure that the requirements of the SBauVO are met and official orders are followed during the event. He has to be present during the running of the event, has to be contactable at all times and if necessary has to take decisions in consultation with the landlord, authorities and external services (fire service, police, Building Authority (Bauamt) , Office for Public Order (Amt für öffentliche Ordnung), medical service). The hirer’s Event Manager has to stop the event if a risk to people in the venue makes this necessary, if necessary safety-related facilities, equipment or devices are not working or if the operating requirements of the SBauVO (see also no. 4) are not met or cannot be met. He has to inform the external services (fire service, police, medical service) and his appointed contact at the landlord immediately if the safety or health of persons is at risk or compromised. The landlord is to be informed in writing of the name and telephone number of the Event Manager no later than 4 weeks before the event.
- 3.4. The set-up and dismantlement of stage, studio, lighting or any other technical equipment in the location, including technical samples, have to be managed and supervised by at least one person who is responsible for event technology. To this end, the hirer has to appoint at least one “person responsible for event technology” in accordance with § 39 of the SBauVO and inform the landlord of the name of this person. The hirer also has to consult a technical representative of the landlord and bear the costs for this.



#### **4. Safety-related operating requirements**

- 4.1. The transport to and from and the mounting and removal of decorations and objects of any kind is only allowed with the landlord's consent and under the supervision of staff of the landlord.
- 4.2. The access routes and movement areas for the fire service have to be kept free at all times. Vehicles and objects that are parked on the escape routes and safety areas will be removed at the cost and risk of the owner. Hydrants in the venue and in the outdoor areas may not be obstructed, made unrecognisable or made inaccessible.
- 4.3. The approved escape routes and seating plans are binding for the layout planning and seating of the venue. Any change to the escape route and seating plan requires the landlord's consent in writing and often additional approval from the building authorities. Overcrowding of the venue is strictly prohibited. This applies for both seated events and standing events.
- 4.4. The hirer has to obtain applications for building permits to change the layout planning of the hall or to assemble podiums, platforms and seated stands from the responsible building inspectorate.
- 4.5. For the layout planning of an exhibition, allocation plans have to be submitted in triplicate by the hirer (at least 4 weeks before the event or the start of the hire period if this is sooner). These plans have to show precisely the walkways and their dimensions, the partition walls and the exits. Any necessary installations for the stands are the responsibility of the hirer, likewise the operating costs incurred where appropriate. The layout planning and stand construction are subject to the specific requirements of the SBauVO. They require the consent of the landlord and in some cases the building inspectorate.
- 4.6. Emergency exits, escape hatches, hall aisles and stairways are to be kept free at all times. The doors along escape routes have to be easy to open fully from inside. Escape routes, exit doors, emergency exits and their signs must not be blocked, covered or made unrecognisable in any other way. Aisles must at no time be narrowed by parked objects or objects sticking out into the aisle. All aisles serve as escape routes in the event of danger.
- 4.7. Hot work: welding, cutting, soldering, defrosting and abrasive cutting are prohibited in the venue. Exceptions are only allowed after prior notification and the landlord's prior consent in writing.
- 4.8. The knocking of holes and the hammering of nails, hooks and the like into hall floors, walls and ceilings are not allowed. Stud driving is also not allowed. Any carpets or other decoration material that is laid directly on the hall floor by the hirer has to be laid in such a way that there is no risk of persons slipping, stumbling or falling. Adhesives and other residues have to be removed completely. Proof (certificate) of low flammability for floor coverings and carpets has to be provided by the hirer.
- 4.9. Technical equipment: all of the technical equipment in the venue may only be operated by the landlord's personnel, this also applies for connecting to the lighting or power network. The operation of technical equipment in the venue by the hirer's personnel requires the landlord's prior consent in writing. For the connection and operation of electrical equipment, the regulations of the Association of German Electrical Engineers (Verband Deutscher Elektrotechniker) (DIN VDE) and the accident-prevention regulations (UVV) of



- the Federation of Professional Associations (Hauptverband der Berufsgenossenschaften) apply. Such work may only be carried out by qualified personnel (qualified electricians).
- 4.10. Safety installations: sprinkler systems, fire alarms, fire extinguishers, trigger points for smoke extraction systems, smoke detectors, devices for closing hall doors and other safety installations, the signs pointing to them and the green emergency exit signs have to be accessible and visible at all times; they must not be blocked, covered or made unrecognisable in any other way. The effect of automatic fire-extinguishing systems must not be impaired.
- 4.11. Podiums, platforms, seated stands and other structures brought into the venue by the hirer require the approval of the landlord and where applicable the Building Authority (Bauamt). They are to be constructed in a stable manner so that there is no risk to public safety and order, and in particular life and health. The hirer is responsible for the structural safety and has to provide proof of this.

The requirements of the SBauVO concerning the aforementioned installations and DIN 4102 (reaction to fire of construction materials, components) must be strictly observed and adhered to.

- 4.12. Ceiling loads and suspensions are to be reported by the hirer in good time stating the individual loads and suspension points. The landlord has the right (but is under no obligation) to check the structural feasibility of this information. The landlord reserves the right to arrange for all installations to be inspected by an expert in stop technology. Any costs incurred will be borne by the hirer.
- 4.13. Material requirements Decorations, furniture and curtains used to decorate the event have to be made out of material that is at least of low flammability (according to DIN 4102). Decorations in necessary corridors, aisles and stairways (escape routes) have to be made out of non-inflammable materials. Materials that are used repeatedly have to be tested repeatedly to ensure that they are of low flammability and where necessary impregnated again. The landlord can insist that the hirer presents to it the relevant certificates confirming the low flammability of items. No waste, residual materials or any other flammable materials are allowed to be stored below or on stages and platforms.
- 4.14. Decorations have to be kept far enough away from sources of ignition so that the material cannot be ignited by these. Decorations have to be affixed directly to walls, ceilings or furniture. Freely suspended decorations are only allowed if they are a distance of at least 2.50 m from the floor. Stage decorations are exempted from clauses 2 and 3 of this provision.
- 4.15. Vehicles with diesel and petrol engines may only be brought into the hall if they have been modified as follows: tank empty and filled with nitrogen, battery disconnected.
- 4.16. Flammable packaging materials and waste are to be removed immediately by the hirer from the hired rooms.
- 4.17. Removal of non-approved components, materials: structures, installations, furniture and decorations (materials) brought into the hall that have not been approved or do not meet these technical requirements or do not meet the requirements of the SBauVO are not allowed to be set up in the venue and have to be removed or modified as appropriate at the cost of the hirer. This also applies if a replacement is provided by the landlord.



- 4.18. The use of an open fire, flammable liquids, gases, pyrotechnics and explosive material is prohibited. The prohibition on use will not apply if the use of an open fire, flammable liquids, gases and pyrotechnic items is justified by the nature of the event and the hirer has agreed the necessary fire-prevention measures in the given case with the landlord and the fire service beforehand in writing. For all events with rows of seating there is a strict no-smoking and no-fire policy. The hirer has to apply to the authorities for the use of pyrotechnic items. The use of the pyrotechnic items has to be supervised by a suitable person as defined by the German Explosives Act (Sprengstoffrecht). Proof is to be presented in the form of the holder's permit and certificate of competence.
- 4.19. Volume for music events: it is the sole responsibility of organisers of music events to check whether and what safety measures are necessary in order to prevent injury to members of the audience. They are solely responsible for ensuring that the necessary measures are taken. The hirer/event organiser has to ensure by appropriately restricting the volume that visitors and third parties are not injured during the event (risk of acute hearing loss). Measures that are designed to indicate when the volume of the music is harmful to health can also be part of the necessary precautions to protect concertgoers from injury and therefore also form part of the organiser's obligation to maintain safety. As a generally accepted engineering standard, DIN 15 905 Part 5 "Sound technology in theatres and multi-purpose halls" includes measures to prevent risk to the hearing of the audience with a high sound pressure level for loudspeaker reproduction. This has to be complied with.
- 4.20. Orders from the building inspectorate, the fire service, the Public Order Office (Ordnungsamt) and the police have to be followed by the hirer. The statutory regulations of in particular the Youth Protection Act (Jugendschutzgesetz), the German Industrial Code (Gewerbeordnung), the German regulations for occupational insurance schemes (berufsgenossenschaftliche Vorschriften) and the Special Construction Regulation (SBauVO) also have to be complied with by the hirer.

### **III. HOUSE RULES in venues of Broich Premium Catering GmbH**

The House Rules define the rights and obligations of visitors, guests, event organisers and any other persons during their visit to the venue. The instructions of the staff and representatives of Broich Premium Catering GmbH are to be followed immediately. Event visitors are only allowed into the venue with a valid admission ticket invitation or with a special permit issued by the event organiser or Broich Premium Catering GmbH. Spectators/visitors have to take the seat specified on the admission ticket for the respective event and only use the designated entrances. Upon leaving the venue, the admission ticket will no longer be valid. All facilities in the venue are to be used with care. Inside the venue everyone has to behave in a way that ensures that no other person is injured, put at risk or – more than is unavoidable under the circumstances – hindered or inconvenienced. There is a smoking ban in all of the assembly rooms. Broich Premium Catering GmbH or the event organiser can order rooms, buildings and open areas to be closed and vacated for safety reasons. All persons who visit the venue and the site have to follow the requests of the contracted security staff, the police and the fire service and leave the venue immediately when an evacuation is ordered. In order to protect against threats, visitors, following instructions issued by the police or the control and security staff, have to take seats other than those designated or noted on the admission ticket, even in different blocks. In such cases the admission fee will not be refunded. Bags, containers and clothes such as overcoats, jackets and cloaks can be checked for their content. Visitors who do not



agree with the confiscation of items that might result in a risk to the event or visitors by control or security staff will not be allowed into the event. Visitors who are refused entry will not be entitled to a refund of the admission fee. Depending on the nature of the event, bags and similar containers may not be allowed into the event. Persons who are visibly under the influence of alcohol or drugs will not be allowed into the event. Young people under the age of 14 may only visit the venue if accompanied by a parent or guardian. Otherwise the provisions of the Youth Protection Act (Jugendschutzgesetz) apply. Exceptions will only apply if a notice stating these is displayed clearly in the ticket offices and entrance areas. The following items are not allowed to be taken into the venue:

- Weapons, dangerous items or items that, if thrown, might result in injuries to persons
- Gas spray bottles, corrosive or colouring substances or pressurised containers for highly flammable or harmful gases, apart from standard pocket lighters
- Containers made out of fragile or splintering material
- Fireworks, rockets, Bengal lights, smoke powder, flares, sparklers and other pyrotechnic items
- Mechanically and electrically operated noise instruments
- All drinks, food and drugs
- Animals (with the exception of guide dogs for the blind)
- Racist, xenophobic and radical propaganda material

The taking of video cameras, or other sound and image recording equipment into the venue can be restricted or prohibited for specific events, e.g. by a separate notice. Visitors are advised that permanent damage to hearing performance may occur at music events. In order to reduce the risk of damage, we recommend in particular that earplugs or similar hearing protectors are worn. Right to one's own image: if photographs are taken or films and/or videos are recorded by the staff of Broich Premium Catering GmbH, by the event organiser or by companies commissioned by the event organiser in the venue for reporting or promotional purposes, the recording is not allowed to be obstructed or in any way affected. All persons who enter or spend time in the venue are advised by these House Rules that photographs are taken and films and videos are recorded in the venue. By entering the venue, those persons who are recognisable in such recordings consent to the use of these recordings both for reporting and promotional purposes. House bans issued by the landlord will apply for all current and future events held in the venue. For the house ban to be lifted, an application in writing stating the reasons why it should be lifted is required; the landlord will make a decision on this within 3 months.

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