



## **General Terms and Conditions of BHG.BROIHCATERING GMBH**

(1) For all services provided by BHG.BROIHCATERING GMBH, the following will apply in the following order:

- the content of a contract concluded in writing between the parties
- the order confirmation from BHG.BROIHCATERING GMBH
- the offer from BHG.BROIHCATERING 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 BHG.BROIHCATERING GMBH and
- in addition the Catering Terms and Conditions in Part B of these General Terms and Conditions for all catering services provided by BHG.BROIHCATERING GMBH and
- in addition the Location Terms and Conditions in Part C of these General Terms and Conditions for all services provided by BHG.BROIHCATERING GMBH in the area of location hiring.

(3) These General Terms and Conditions also apply for all future legal relationships between BHG.BROIHCATERING GMBH and the customer.

(4) Contract terms of the customer will only become a part of the contract if BHG.BROIHCATERING GMBH expressly accepts them in writing.

(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 BHG.BROIHCATERING GMBH.



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

These General Terms and Conditions apply for all services provided by BHG.BROICHCATERING 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, BHG.BROICHCATERING GMBH will not accept any liability for the accuracy of the information and documents received, unless their inaccuracy and unsuitability are not recognized due to willful intent or gross negligence.
3. The obtaining of any necessary official licenses, 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 BHG.BROICHCATERING 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 BHG.BROICHCATERING GMBH. In the event of any breach, a contract penalty to be set by the responsible court will be due.
5. The signature of both parties are mandatory for the contract closing to be effective. In case, a draft contract without signature is sent by BHG. BROICHCATERING GMBH to the customer, the contract will be invalid unless the customer sent a signed copy to BHG BROICHCATERING GMBH within the period specified in the contract and in turn receives a counter-signed copy. The requirement for a written confirmation is also met if copies are turned in as PDF documents with scanned signatures via mail of each party. Equal to the written form requirement is the electronic form according to § 126a BGB using an electronic signature of both contracting parties.
6. In case of subsequent additions or changes to the contract, the written form requirement is deemed to have been met if the respective declaration is forwarded in electronic form or via fax and confirmed by the other party. Verbal agreements are to be confirmed immediately in the same manner. The short-term requirement and the construction of media and event technology facilities can also be confirmed by handover protocol.

### **II. Basis for credit**

The customer has to be creditworthy in order for BHG.BROICHCATERING 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 credit-worthiness 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, BHG.BROICHCATERING GMBH will not be required to provide its service. In these cases BHG.BROICHCATERING 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 BHG.BROICHCATERING 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 BHG.BROICHCATERING 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. BHG.BROICHCATERING 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. BHG.BROICHCATERING 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, BHG.BROICHCATERING 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. BHG.BROICHCATERING 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 BHG.BROICHCATERING 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 willful intent or gross negligence, and no cardinal obligations of BHG.BROICHCATERING GMBH have been breached.
2. In the event of a breach of significant contractual obligations or cardinal obligations, BHG.BROICHCATERING 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 willful breach of an obligation.
3. The limitation of liability will apply equally for BHG.BROICHCATERING GMBH's vicarious agents.
4. No liability will be accepted for faulty deliveries made and services performed by third parties used by BHG.BROICHCATERING GMBH on behalf of the customer, unless it is proved that BHG.BROICHCATERING GMBH has demonstrated a willful 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 BHG.BROICHCATERING GMBH's claims against the third party.
5. If only the planning or development of a concept are the object of a contract, BHG.BROICHCATERING GMBH will not be liable. It will only be responsible in this respect for ensuring that it is able to realize the plans and concepts accordingly.



6. If the customer uses BHG.BROICHCATERING GMBH's vicarious agents to make changes on its premises at its own behest and without any instigation from BHG.BROICHCATERING GMBH, e.g. clearing out or rearranging furniture, BHG.BROICHCATERING GMBH's liability will be excluded.
7. BHG.BROICHCATERING 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 BHG.BROICHCATERING GMBH.
9. All claims made against BHG.BROICHCATERING 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 willful conduct.
10. For claims under the German Product Liability Act (Produkthaftungsgesetz) and due to injury to life, limb or health, BHG.BROICHCATERING 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 BHG.BROICHCATERING GMBH itself or from third parties, will be processed in accordance with the German Data Protection Act (Bundesdatenschutzgesetz).

## **VIII. Force majeure, Restrictions of energy supply**

1. Force majeure is an external factor that massively impacts the contractual relationship, which is unpredictable according to human insight and experience, cannot be protected or rendered harmless with economically tolerable means even with the utmost care that can reasonably be expected given the situation.
2. If an event cannot take place on the appointed time due to force majeure, both parties are entitled to withdraw from the contract provided an agreement on relocating the event could not be reached.
3. In the event of withdrawal or relocation, the organizer is obligated to compensate for expenses already incurred. The expenses include the costs for external services already commissioned the cost of BHG. BROICH CATERING GMBH for the preparation of the event. Irrespective of the actual amount, these can be compensated at a flat rate of up to 25% of the agreed fees, unless there is no objection from the organizer. If they are billed according to the actual expenditure, there is no limit to the amount. Otherwise, both contracting parties are released from their payment and performance obligations.
4. The number of visitor present, as well as the absence of speakers, lecturers, artists and other participants in the event are within the organizer's sphere of risk. The latter also applies for external factors such as protests and threats, generally influenced by the type of event, its content and the medial perceptions of the event. It is recommended to take out an interruption and failure insurance for this event, insofar as the organizer would like to secure the associated financial risks accordingly.
5. Equivalent to a case of force majeure is the interruption or a significant restriction of the energy supply for the meeting places and/or production facilities of the catering, in particular through interventions in the supply network and through sovereign orders outside of the sphere of influence of BHG.BROICHCATERING GMBH. In such case, the assertion of damages and the reimbursement of expenses are excluded for both contracting parties.



## **IX. 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 BHG.BROICHCATERING 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 BHG.BROICHCATERING GMBH, with the exception of food and beverages, are and will remain the property of BHG.BROICHCATERING 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 BHG.BROICHCATERING 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. BHG.BROICHCATERING 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, BHG.BROICHCATERING GMBH will have the right to increase the agreed price by a reasonable amount. This will apply in particular if BHG.BROICHCATERING 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 BHG.BROICHCATERING GMBH is not responsible, it will have the right to charge separately the additional costs incurred as a result. In this case BHG.BROICHCATERING 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 BHG.BROICHCATERING GMBH, are to be paid for additionally by the customer. This will also apply in particular for costs and fees for obtaining necessary official licenses, 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, BHG.BROIHCATERING GMBH will have the right to charge an expenditure commission. BHG.BROIHCATERING 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 BHG.BROIHCATERING GMBH is not responsible, in particular where the customer does not provide documents, necessary official licenses and materials on time.
3. If disruptions to business operations occur for which BHG.BROIHCATERING 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 that 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 BHG.BROIHCATERING 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 BHG.BROIHCATERING GMBH trusting that the contract would be fulfilled. Neither party may make any further claims for compensation.
4. The products produced by BHG.BROIHCATERING GMBH will always be transported at the customer's cost and risk, unless otherwise is agreed. Requested packaging or packaging considered necessary by BHG.BROIHCATERING 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. BHG.BROIHCATERING 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 BHG.BROIHCATERING 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 authorized 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 BHG.BROICHCATERING 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 BHG.BROICHCATERING 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 BHG.BROICHCATERING 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 BHG.BROICHCATERING 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, BHG.BROICHCATERING 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 BHG.BROICHCATERING 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.

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 BHG.BROICHCATERING 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 Terms and Conditions, will apply additionally.

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

#### **1. Scope**

The present General Terms of Rent Conditions of BHG. BROICHCATERING GMBH apply to the leasing of event halls, rooms and areas in and on the premises of the following event houses (hereinafter also referred to as "venues")

- AREAL BÖHLER, Dusseldorf/ Meerbusch
- Altes Kesselhaus with Lehrwerkstatt
- Halle am Wasserturm
- Alte Federnfabrik
- Alte Schmiedehallen
- Glühofenhalle
- Kaltstahlhalle

They also apply to the provision of event-related services and work.

#### **2. Contractual partners, tenants, decision-making representatives**

2.1 The contractual partners are BHG.BROICHCATERING GMBH and the tenant named in the contract. If the lessee carries out the event for a third party (e.g. as an agency), he must disclose this to the BHG.BROICHCATERING GMBH and name the third party in writing to BHG.BROICHCATERING GMBH, by latest contract closing. As contractual partner of BHG. BROICHCATERING GMBH, the tenant remains responsible for all obligations incumbent on the "tenant" according to the wording of these GTC. A change of tenant or free or paid transfer of the meeting place to a third party in whole or part requires the express written consent of BHG. BROICHCATERING GMBH.

2.2 Prior to the event, the lessee must give BHG.BROICHCATERING GMBH the name of an authorized representative in writing who is authorized to take decisions and who is responsible for managing the event. BHG.BROICHCATERING GMBH is required to perform the function and tasks of the event manager in accordance with the North Rhine-Westphalian Ordinance on the Construction and Operation of Special Buildings (SBauVO).

2.3 In case of non-fulfilment of the obligations incumbent on the lessee according to these GTC, it can lead to the restriction or cancellation of the event.



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

- 3.1 Verbal, electronic or written reservations for a specific event date only keep the option of concluding a contract open at a later date. They are only assigned for a limited period of time and are non-binding with regard to the subsequent conclusion of a contract. They end at the latest when the (return) period specified in the reservation or in the contract expires. There is no entitlement to an extension of an expiring option. Reservations and event options are not transferable to third parties. The multiple holding of an event or the multiple provision of rooms and areas on specific dates do not justify any rights for the future, unless an individual regulation has been made in the contract.
- 3.2 A written rental agreement is required to provide a rental property, the facilities and equipment. These location conditions, including the general rental conditions, safety regulations and house rules contained therein, are part of the rental agreement.

### **4. Object of contract**

- 4.1 The object of contract is the provision of areas and rooms within the venue for the purpose specified by the tenant, as well as the provision of services accompanying the event. The meeting place, event areas and rooms are made available on the basis of officially approved escape route and seating plans with a fixed visitor capacity for the purpose specified by the tenant. The exact designation of the object of use, the maximum visitor capacity and the purpose of use is made in writing in the contract or as an annex to the contract. If no information is given on visitor capacities, the tenant can view the existing, approved escape route and seating plans at any time, explaining his event planning. Regulatory and sovereign orders to reduce visitor capacities must be observed. The lessee must ensure that no more than the permitted number of visitors are let in to the meeting place for his event.
- 4.2 For the use of general traffic areas, paths, toilets, cloakrooms and entrance areas, the lessee receives a limited right of use for the duration of his event. In particular, the tenant must tolerate the joint use of these areas by third parties. If several events are taking place at the same time on the venue, each tenant must behave in such a way that there is as little mutual disruption as possible to the other event. The lessee has no contractual right to the event of another lessee being restricted.
- 4.3 A change in the event title specified in the contract, the period of the event, the type of event, agreed event content, the purpose of use or a change of contractual partner as well as any type of "third-party leasing" (e.g. paid or free subletting) require the prior written consent of the BHG.BROICHCATERING GMBH. Consent can be denied without giving reasons. Approval is only possible if the interests of BHG.BROICHCATERING GMBH, in particular with regard to existing or planned events, are not adversely affected.

### **5. Handover, careful handling, return**

- 5.1 Before the event, usually at the start of setup, each contracting party can request a joint inspection of the assigned event areas as well as the emergency exits and rescue routes. If the lessee discovers defects or damage to the subject matter of the contract, these must be reported to BHG.BROICHCATERING GMBH in writing without delay. Both sides can demand the preparation of a handover protocol in which the condition and any defects or damage are to be recorded. If no handover protocol is prepared, it can be assumed that there are no recognizable defects other than the usual signs of use at the time of the inspection. If the lessee discovers damage at a later point in time or if he or his visitors cause damage, the lessee is obliged to notify BHG.BROICHCATERING GMBH immediately. The lessee is recommended to take photos of recognizable previous damage and to notify and transmit this electronically to BHG.BROICHCATERING GMBH before the event if possible.



- 5.2 The lessee is responsible for ensuring that the areas of the meeting place provided to him, including the facilities therein and on them, are treated with care and kept in a clean condition. All types of damage must be reported to BHG.BROICHCATERING GMBH immediately. In case of an expanding immediate risk of the damage, the lessee must immediately take the necessary immediate measures to reduce the consequences of the damage.
- 5.3 All objects, structures and decorations brought in for the event must be completely removed by the agreed end of dismantling and the original condition must be restored. Items left in the meeting place can be removed at the expense of the tenant. If the subject matter of the contract is not returned in a timely manner in a vacated condition, the lessee must in any case pay a compensation for usage corresponding to the user fee. In the case of particular soiling of the meeting place, which goes beyond the usual level of an event, BHG.BROICHCATERING GMBH is entitled to charge the tenant a cleaning surcharge. We reserve the right to assert further claims in the event of damage or delayed return of the contractual item. A tacit extension of the contractual relationship in the event of late return is excluded. The provision of § 545 BGB does not apply.

## **6. Usage fees, payments**

- 6.1 The agreed fee, including the advance payments to be made, results from the contract or from a "Service and cost overview" that is attached to the contract as an annex.
- 6.2 The scope and the costs to be borne by the tenant for personal security services (security service, medical service, fire safety guard) depend on the type of event, the number of visitors and the event-specific requirements and risks in the individual case. The extent of any safety measures that may be necessary is determined during the evaluation of the event by BHG.BROICHCATERING GMBH in coordination with the authorities responsible for safety and fire protection.
- 6.3 Unless otherwise agreed in the contract, all payments are to be made by the lessee within 10 days to the account of BHG.BROICHCATERING GMBH. In the event of a delay in payment, BHG.BROICHCATERING GMBH is entitled to charge default interest of 9 percentage points above the base interest rate of the ECB to companies and commercial persons in accordance with Section 288 (5) BGB and a default flat rate of €40. BHG.BROICHCATERING GMBH is entitled to demand default interest of 5 percentage points above the base interest rate of the ECB from private individuals in the event of late payment.
- 6.4 In order to secure its claims from the contractual relationship, BHG.BROICHCATERING GMBH is entitled to demand appropriate security before the event.

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

- 7.1 Advance ticket sales and ticket sales for public events are the responsibility of the lessee.
- 7.2 Compliance with the layout planning (seating plans) that is subject to approval for the event and the maximum permitted number of visitors are essential contractual obligations of the lessee. For public events with advance ticket sales, the tenant is obliged to agree the seating plan with BHG.BROICHCATERING GMBH before the start of advance ticket sales.

## **8 Marketing, advertising, sponsors**

- 8.1 Advertising for the event is the responsibility of the lessee. Advertising measures on the premises, on the building or on walls, windows, columns etc. require the prior written consent of BHG.BROICHCATERING GMBH.
- 8.2 The erection and attachment of advertising boards or posters by the lessee is only permitted on the basis of a separate agreement with BHG.BROICHCATERING GMBH (see Section 8.1). The lessee bears the duty of traffic safety with regard to all advertising measures he has installed in the meeting place. This also includes the special safety obligation in stormy wind conditions.



- 8.3 The lessee irrevocably indemnifies BHG.BROIHCATERING GMBH from all claims arising from the fact that the event or the advertising for the event violates the rights of third parties (in particular copyrights, image and name rights, trademark rights, competition rights, personal rights) or other statutory provisions. The indemnity bond also extends to any warning, court and legal costs that may arise.
- 8.4 Photographs of the venue and its facilities for commercial use, as well as their logos and names, may only be taken or used with the explicit, prior, written consent of BHG.BROIHCATERING GMBH.
- 8.5 Image and sound recordings for the purposes of transmission, dissemination or recording for all media and data carriers such as e.g. radio, television, Internet, virtual and physical storage media, regardless of whether they are paid or free of charge, must first be approved in writing by BHG.BROIHCATERING GMBH.
- 8.6 BHG.BROIHCATERING GMBH is entitled to refer to the event in its program of events, on all analogue and digital advertising media, unless the lessee contradicts in writing.
- 8.7 BHG.BROIHCATERING GMBH is entitled to make image and sound recordings of the event free of charge for the purpose of marketing the meeting place and to distribute them, provided the lessee does not contradicts in writing. A prior agreement with the tenant s mandatory.
- 8.8 Advertising by the lessee for third parties or third-party events within the venue requires the consent of BHG.BROIHCATERING GMBH. The lessee is not entitled to have existing self- and third-party advertising of BHG.BROIHCATERING GMBH removed, changed or restricted during the event

## **9 Catering, cloakroom**

- 9.1 BHG.BROIHCATERING GMBH and the catering companies contractually affiliated with BHG.BROIHCATERING GMBH are solely entitled to the catering management of the meeting place including the associated open spaces.
- 9.2 BHG.BROIHCATERING GMBH carries out the management of the visitor cloakroom and the service companies associated with it. The tenant can demand that the visitor cloakroom be manned by paying the management costs. BHG.BROIHCATERING GMBH assumes no liability for valuables, money or keys in bags or handed in wardrobes.
- 9.3 If the lessee does not commission the management of the cloakrooms or if he takes over the management himself or through service companies associated with him, BHG.BROIHCATERING GMBH does not assume any duty of care and safekeeping for stored cloakrooms within the generally accessible cloakroom areas. In this case, the lessee bears the sole risk of liability for the lost wardrobe of the visitors to his event.

## **10 Official permits, legal reporting requirements, GEMA**

- 10.1 The lessee must fulfil all official and statutory reporting, notification and approval requirements for the event at his own expense.
- 10.2 The lessee must comply with the relevant regulations applicable at the time of the event, in particular those of the state building regulations, the occupational safety and health law, the trade regulations, the youth protection law and the accident prevention regulations of the professional associations as well as the regulations of the SBauVO
- 10.3 The lessee bears the taxes arising from the implementation of the event. For all artists commissioned by the lessee, the payment of artist social security contributions to the artists' social security fund and the payment of income and sales tax for (foreign) artists with limited tax liability is also the sole responsibility of the tenant.



- 10.4 The timely registration and payment of the fees for the performance or reproduction of works protected by ancillary copyright with the GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte -engl.: Society for Musical Performance and Mechanical Reproduction Rights) - or with the GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH-engl.: Society for the Exploitation of Ancillary Copyright mbH) are the sole obligations of the lessee. In due time before the event, BHG.BROICHCATERING GMBH can request written proof of registration for the event with GEMA or GVL, written proof of invoicing by GEMA or GVL or written proof of payment of the fees to GEMA or GVL from the lessee.
- 10.5 If the lessee is not willing or able to provide evidence of the payment of the fee, BHG.BROICHCATERING GMBH can demand that the lessee pay a security deposit in the amount of the expected GEMA or GVL fees in due time no later than 14 days before the event .

## **11 Radio networks / WLAN**

- 11.1 The lessee is not entitled to set up his own radio networks or WLAN networks or to put WLAN access points into operation without the consent of BHG.BROICHCATERING GMBH. If these networks go into operation without permission, they can be taken out of service without prior notice. The assertion of indemnity claim due to disruptions remain reserved.
- 11.2 Lessee who use the internet connection (LAN or WLAN) of the meeting place or make it available to their visitors/guests are responsible for ensuring that there is no improper use, in particular through violation of copyrights, the distribution or download of protected or prohibited content or by the visiting websites with criminally relevant content. If a claim is made against BHG.BROICHCATERING GMBH for violations by the lessee, his event visitors, guests or other users in the sphere of influence of the lessee, BHG.BROICHCATERING GMBH must be indemnified by the lessee against all financial claims, including any legal costs.

## **12 Lessee's liability, insurance**

- 12.1 The lessee is responsible for ensuring traffic safety in the meeting place with regard to all facilities, structures, suspensions and decorations he has brought in and for the safe course of his event.
- 12.2 The lessee must return the meeting place to BHG.BROICHCATERING GMBH in the condition in which he took it over from BHG.BROICHCATERING GMBH. The lessee is liable for all damage caused by him, his vicarious agents or by the participants of his event in connection with the event. The application of § 831 paragraph 1 sentence 2 BGB is excluded.
- 12.3 Event-related damage lies within the lessee's sphere of risk, insofar as it is due to the type of event, its participants or the content or course of the event. In this respect, the lessee is also liable for damage caused by riots or as a result of demonstrations against the event or by comparable events caused by the event.
- 12.4 In addition to personal injury and damage to the venue and its facilities, the scope of the lessee's liability also includes damage caused by the fact that third-party events cannot be carried out or cannot be carried out as planned.
- 12.5 The lessee indemnifies BHG.BROICHCATERING GMBH from all third-party claims that arise in connection with the event, insofar as these are the responsibility of the lessee, his vicarious agents or the participants or visitors. Any contributory negligence on the part of BHG.BROICHCATERING GMBH and its vicarious agents are to be considered proportionately according to the amount. The responsibility of BHG.BROICHCATERING GMBH for the safe condition and maintenance of the provision of a meeting place in accordance with section 836 of the German Civil Code also remains unaffected.



12.6 The lessee is obliged to take out German event organizer liability insurance for the duration of the event, including set-up and dismantling of the event. The required minimum amounts of coverage are:

- Injury to persons and damage to property in the amount of at least 10.000.000,00 euros (ten million euros) and for
- Financial losses of at least 500.000,00 euros (five hundred thousand euros)

Taking out the insurance does not limit the lessee's liability in relation to BHG.BROICHCATERING GMBH or to third parties.

An unsolicited copy of insurance certificate must be submitted to BHG.BROICHCATERING GMBH as proof of conclusion of an insurance contract at the time of contract closing or no later than weeks before the beginning of the event. BHG.BROICHCATERING GMBH has the right to take out the necessary insurance at the expense of the lessee or to terminate the event contract extraordinarily if proof of insurance is not provided by the deadline.

### **13 Liability of BHG.BROICHCATERING GMBH**

- 13.1 No-fault liability on the part of BHG.BROICHCATERING GMBH for damages for hidden defects (§ 536 a Paragraph 1, 1st Alternative BGB) at the place of assembly and its facilities upon conclusion of the contract is excluded. The right to a reduction in fees due to defects is not affected by this, insofar as BHG.BROICHCATERING GMBH is notified of the defect or the intention to reduce the price during the period of the rental of the venue if the defect is recognizable and remediable.
- 13.2 BHG.BROICHCATERING GMBH assumes no liability for loss or damage to objects, facilities, structures or other valuables brought in by the lessee, unless a paid or special safekeeping agreement has been made. At the request of the lessee, a security company approved under § 34a GewO can be commissioned to guard third-party property at the expense of the lessee.
- 13.3 BHG.BROICHCATERING GMBH is liable for property damage and financial losses suffered by a lessee due to a grossly negligent or intentional breach of duty by BHG.BROICHCATERING GMBH or if BHG.BROICHCATERING GMBH has expressly accepted a guarantee for the services to be provided. Any further liability of BHG.BROICHCATERING GMBH for damages is excluded, with the exception of liability for personal injury and in the event of a breach of essential contractual obligations (cardinal obligations). Cardinal obligations or essential contractual obligations are to be understood as such obligations whose fulfilment enables the proper execution of the contract in the first place and contractual partner regularly relies and may rely on its observance, i.e. the essential contractual main obligations.
- 13.4 If BHG.BROICHCATERING GMBH is responsible for personal injury or the breach of cardinal obligations, BHG.BROICHCATERING GMBH shall also be liable in deviation from Section 13.3 in accordance with the statutory provisions in the event of a breach of duty based on simple negligence. In the event of a breach of cardinal obligations, BHG.BROICHCATERING GMBH's liability for damages in cases of simple negligence is limited to the foreseeable, contract-typical, immediate average damage based on the type of contractual agreement.
- 13.5 The limitations of liability according to the above clauses (13.3 and 13.4.) also apply in favour of the legal representatives and vicarious agents of BHG.BROICHCATERING GMBH.



## **14 Cancellation, withdrawal, extraordinary termination**

14.1 If the lessee does not hold the event at the agreed time for a reason for which BHG.BROICHCATERING GMBH is not responsible, he is obliged to pay a lump-sum compensation. The same applies if the lessee withdraws from the contract or issues a termination for exceptional reasons without being entitled to an individually agreed or mandatory statutory right of termination or withdrawal. The cancellation compensation consists of the agreed (net) rental fee for the use of rooms and areas and the expected damage that BHG.BROICHCATERING GMBH incurs as a result of the loss of gastronomic revenue.

It amounts for lost rental fees:

- up to 6 months before the start of the event 25% of the rental fee
- up to 3 months before the start of the event 50% of the rental fee
- up to 6 weeks before the start of the event 75% of the rental fee
- thereafter 100% of the rental fee

Unless otherwise agreed in the catering contract or in the catering conditions of BHG.BROICHCATERING GMBH, the lump-sum compensation for loss of catering revenue is calculated as follows:

- Alte Schmiedehallen: €40.000,00 per booked event day
- Alte Federnfabrik: €25.000,00 per booked event day
- Altes Kesselhaus: €20.000,00 per booked event day
- Halle am Wasserturm: €7.500,00 per booked event day.
- Glühofenhalle: €7.500,00 per booked event day
- Kaltstahlhalle: €40.000,00 per booked event day

The cancellation, termination or withdrawal must be in writing and must be received by BHG.BROICHCATERING GMBH within the specified periods. The lessee is free to prove that no damage or a significantly lower damage has occurred or that the expense is lower than the required compensation for loss.

- 14.2 If BHG.BROICHCATERING GMBH has suffered higher damage in deviation from § 14.1, it is entitled to present the damage in the corresponding amount instead of the lump-sum compensation and to demand full compensation from the lessee.
- 14.3 Costs incurred as a result of the cancellation of the event for services already commissioned by third parties (security service, medical service, fire brigade, cloakroom staff, technical equipment, etc.) must be reimbursed by the lessee on receipt of proof in individual cases.
- 14.4 If BHG.BROICHCATERING GMBH succeeds in making the venue available to a third party on a cancelled date for a fee, the compensation pursuant to Sections 14.1 to 14.3 shall remain in place insofar as it was possible to make it available to the third party on another event date and/or not the yields the same contribution margin.



- 14.5 BHG.BROICHCATERING GMBH is entitled to terminate the contract without notice or to withdraw from the contract in the event of a breach of essential contractual obligations, in particular if:
- a) the payments to be made by the lessee (user fees, advance payments, security deposits, etc.) have not been paid in due time
  - b) evidence of the conclusion and existence of the agreed event liability insurance has not been taken out
  - c) the official approvals or permits required for the event are not available
  - d) the purpose of use specified in the contract without the consent of BHG.BROICHCATERING GMBH is changed significantly
  - e) the lessee has concealed upon conclusion of the contract, in particular when stating the purpose of use, that the event is being carried out by a "radical, political, religious or pseudo-religious" association or show similar event content
  - f) the lessee violates legal regulations or safety and fire protection regulations
  - g) the lessee does not comply with his legal and official - only insofar as these related to the event – or with contractually assumed notification and payment obligations towards BHG.BROICHCATERING GMBH or towards authorities
  - h) insolvency proceedings have been opened against the lessee's assets or the opening of insolvency proceedings has been rejected due to insufficient assets
- 14.6 If BHG.BROICHCATERING GMBH makes use of its right of withdrawal or termination for one of the reasons stated in Section 14.5, the entitlement to payment of the agreed fees remains valid, but BHG.BROICHCATERING GMBH must allow saved expenses to be offset.
- 14.7 BHG.BROICHCATERING GMBH is obliged to set a deadline with a threat of refusal to the lessee before declaring withdrawal or termination for cause, insofar as the lessee is able to- taking into account the overall circumstance-, immediately remove the cause for withdrawal or termination.
- 14.8 If the lessee is an agency, BHG.BROICHCATERING GMBH and the agency have a special right of cancellation in case the client withdraws or terminates the contract with the agency. This special right of cancellation can only be exercised if the client from the agency fully assumes all rights and obligations from the existing contract with BHG.BROICHCATERING GMBH and provides adequate security at the request of BHG.BROICHCATERING GMBH.

## **15 Data processing, data protection**

- 15.1 BHG.BROICHCATERING GMBH provides the lessee with the property specified in the contract for the purpose of holding events and provides event-related services through its own employees as well as through commissioned service providers. In order to fulfil the contractually agreed business purposes, the personal data transmitted by the lessee to BHG.BROICHCATERING GMBH is also processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). For his part, the lessee is obliged to inform all those affected, whose data is transmitted to BHG.BROICHCATERING GMBH during the planning and implementation of the event, about the purposes specified in Sections 15.2 to 15.5.
- 15.2 Service providers for event-related services receive personal data from BHG.BROICHCATERING GMBH for the provision of their services of the lessee and his authorized contact person, insofar as this is necessary for the execution of the contract or the legitimate interests of the lessee according to Art. 6 Para. 1 (f) GDPR . In addition, BHG.BROICHCATERING GMBH uses the tenant's data for mutual information and communication before, during and after an event and for its own event-related offers.





- 15.3 Personal data of the lessee, the event manager, his/her authorized contact persons can also be transmitted to the responsible offices/authorities, in particular the police, the fire brigade, the public order office as well as the medical and rescue service, in order to coordinate the respective security concept for the event.
- 15.4 BHG.BROICHCATERING GMBH reserves the right to use the data of the lessee and the authorized contact persons named by him in addition to the purposes specified in Sections 15.1 to 15.3 for its own marketing and for sending advertising. The data subject has the right to object at any time to the processing of personal data for marketing and advertising purposes. In this case, the personal data will no longer be processed for these purposes. The objection can be made informally and should be sent as an e-mail to XXXX if possible.
- 15.5 BHG.BROICHCATERING GMBH processes and stores all personal data that it receives from the lessee for as long as it is necessary for the fulfilment of contractual and legal obligations. This data is usually deleted by BHG.BROICHCATERING GMBH after 5 years, in compliance with tax and commercial law regulations, if the business relationship is not continued.
- 15.6 If a person concerned does not agree to the storage or handling of his or her personal data or if the data has become incorrect, BHG.BROICHCATERING GMBH will, following a corresponding instruction, arrange for the data to be deleted or blocked or make the necessary corrections. Upon request, the person concerned will receive information free of charge about all personal data that BHG.BROICHCATERING GMBH has stored about him.



## 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 program 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 unrecognizable 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



- 4.10. 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. Qualified personnel may only carry out such work (qualified electricians).
- 4.11. 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 unrecognizable in any other way. The effect of automatic fire-extinguishing systems must not be impaired.
- 4.12. 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.
- 4.13. 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.
- 4.14. 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.
- 4.15. Decorations have to be kept far enough away from sources of ignition so that these cannot ignite the material. 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.
- 4.16. 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.
- 4.17. Flammable packaging materials and waste are to be removed immediately by the hirer from the hired rooms.
- 4.18. 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.



- 4.19. 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.
- 4.20. 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.
- 4.21. 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 BHG.BROICHCATERING 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 BHG.BROICHCATERING 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 BHG.BROICHCATERING 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. BHG.BROICHCATERING 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 coloring substances or pressurized 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 BHG.BROICHCATERING 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. These House Rules advise all persons who enter or spend time in the venue 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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