

§ 1 Scope

1. The General Terms and Conditions for Events of Karlsruher Messe- und Kongress GmbH (hereinafter referred to as KMK) apply to the provision of event space, halls and rooms, to the provision of event-related services and work performance during events, and to the provision of mobile equipment and technology.
2. These GTCEs apply to natural persons (hereinafter referred to as private persons), to persons acting commercially, legal entities under private and public law, and to special funds under public law (hereinafter referred to as companies). With regard to companies, these GTCEs also apply to all future contractual relationships, including those that are repeated over several years. Additional or contradictory contractual conditions of our contract partners shall only apply if KMK has expressly acknowledged them in writing.
3. If deviating agreements are made with the Contract Partner in the agreement or in an annex to the agreement, these agreements shall always take precedence over the corresponding provision within these GTCEs.

§ 2 Reservations, conclusion of the agreement, supplements to the agreement

1. Oral, electronic or written reservations for a specific event date only keep the option open for later conclusion of the agreement. They are only awarded for a limited period of time and are non-binding with regard to the later conclusion of the agreement. They end no later than the deadline (for return) specified in the reservation or in the agreement. There is no right to an extension of an expiring reservation. Reservations are not transferable to third parties. The repeated staging of an event or the repeated provision of rooms and areas on certain dates does not create any rights for the future, unless this has been specifically agreed in the contract. KMK must be informed immediately of any planned changes to the use of the rooms and areas or a waiver of provisionally booked dates.
2. The conclusion of an event agreement must be in writing and signed by both parties to be effective. If KMK sends unsigned copies of an agreement proposal to the Contract Partner, the agreement will only have been concluded when the Contract Partner signs these two copies, returns them to KMK within the deadline specified in the agreement, and receives back a countersigned copy of the agreement from KMK. If no return deadline is specified in the agreement or in a covering letter sent with the agreement, the agreement must be signed and returned to KMK within 14 days. After expiry of the deadline, KMK is entitled, but no longer obliged, to conclude the agreement with the Contract Partner.
3. If amendments or changes to the agreement are agreed within the framework of the handling and execution of the contract, the text form requirement shall be deemed to have been complied with if the respective declaration is transmitted in electronic form or by fax and confirmed by the other party. Likewise, oral agreements must be confirmed immediately in writing. Requests for and the construction of media and event facilities at short notice can also be confirmed by a handover certificate.

§ 3 Subject of the contract

1. Event rooms and areas are made available for the purposes stated by the Contract Partner on the basis of officially approved escape route and seating plans with a maximum visitor capacity. The description of the event rooms and areas, the maximum visitor capacity and the purpose of use must be stated in writing in the agreement or in an annex to the agreement. If no information on maximum visitor capacities is provided in the agreement or an annex to the agreement, the Contract Partner may, at any time, view the existing, approved escape route and seating plans while presenting its planning for the event.
2. Changes to the rooms or areas provided, changes to escape routes and seating plans, and constructions and installations can only be made with the written consent of KMK and the required regulatory approvals. The duration, cost and risk of these approval procedures and the required acceptance of construction work shall be fully borne by the Contract Partner.
3. For events that are to take place on Sundays or public holidays, the organiser is responsible for submitting the application for exemptions under the German Sunday and Holiday Observance Act (*Sonn- und Feiertagsgesetz – FTG*) in accordance with § 12 FTG. The determination of fairs and exhibitions under trade law and the related exemptions according to § 7 (3) FTG are also the sole responsibility of the organiser. If the organiser intends to hold his event on a Sunday or public holiday, he is advised to submit a preliminary inquiry to the responsible authority before concluding the agreement. The "Safety regulations for events" published by KMK must be observed with regard to all security-relevant notification and approval requirements.
4. Unless the Contract Partner leases the entire place of assembly, he does not have the right to the exclusive use of entrances/exits, foyer areas, functional areas such as toilets, cloakrooms, or outdoor areas. He must tolerate the sharing of these areas by other contract partners, their visitors and KMK. If several events take place simultaneously in the place of assembly, all contract partners must behave in such a way that, as far as possible, they do not interfere with each other's events. The Contract Partner has no contractual right to restrict the event of another contract partner. KMK shall be entitled to enter the halls and rooms, also with third parties, at any time during the construction and dismantling phases and the event itself.
5. KMK reserves the right to relocate the event to another hall of identical construction, or an equivalent replacement space, if compelling reasons arise. In this case, the Contract Partner has a special right of termination. Further claims are excluded.

§ 4 Contract partner, organiser

1. The parties to the agreement are KMK, as the operator of the place of assembly, and the Contract Partner, as the user and organiser. If the Contract Partner is not also the organiser (but an intermediary or an agency, for example), he must name the organiser in the agreement in writing and inform the organiser of all his obligations under the agreement (as well as annexes to

the agreement). The Contract Partner remains responsible to KMK for the fulfilment of all obligations incumbent upon the organiser under this agreement. In such a case, the organiser is a vicarious agent of the Contract Partner. The Contract Partner must accept the actions and statements of the organiser and persons commissioned by the latter as his own both for and against himself.

2. The free or paid provision of halls, rooms and areas in whole or in part to third parties requires the written consent of KMK. This does not apply to exhibition spaces provided for the purpose of staging a trade fair or exhibition. Consent shall also be deemed to have been granted if the third party is named in the agreement.

§ 5 Duration of use, handover, times of use, obligation to operate

1. Before the event, usually at the beginning of the construction, both parties to the agreement may jointly visit and inspect the event areas provided as well as the emergency exits and escape routes. If the Contract Partner discovers defects or damage to the subject of the agreement, these must be reported to KMK immediately in writing. A handover protocol shall be set up recording the condition of the place of assembly and any defects or damage. If, by way of exception, the preparation of a handover protocol is waived, it shall be assumed that there are no identifiable defects beyond the usual traces of use at the time of the inspection. If the Contract Partner discovers damage at a later time, or if he, his service providers, exhibitors or visitors cause such damage, then the Contract Partner must report this immediately to KMK. The Contract Partner is recommended to photograph identifiable, pre-existing defects and report and send them to KMK electronically before the event, if possible.

2. The Contract Partner must ensure that the areas of the place of assembly provided to him, including the facilities therein and thereon, are treated with care and kept in a clean condition. All types of damage must be reported to KMK immediately. If there is an imminent danger of the damage spreading, the Contract Partner must immediately initiate the necessary measures to mitigate the consequences of the damage.

3. All objects, constructions and decorations brought in for the event must be completely removed and the original condition of the place of assembly restored by the agreed end of the dismantling period. Any items left in the place of assembly may be removed at the expense of the Contract Partner. If the subject of the agreement is not returned punctually and in a vacated condition, the Contract Partner shall in any case pay compensation for use corresponding to the usage fee. KMK is entitled to charge the organiser a cleaning surcharge in the event of the place of assembly being soiled to an extent beyond that usually caused such an event. All rights to assert further claims in the event of damage or the late return of the subject of the contract are reserved. A tacit extension of the contractual relationship in case of late return is excluded. The provision of § 545 German Civil Code (hereinafter referred to as BGB) does not apply.

§ 6 Fees, terms of payment

1. After the conclusion of this agreement, the Contract Partner shall receive an "Overview of costs and services" tailored to his event. This is attached as Annex 1 to the agreement and based on the details of the planned event provided by the Contract Partner. Any changes to planning for the event will result in the calculation being updated in accordance with the KMK price list valid at that time. All fees are exclusive of the statutory VAT applicable at the time the service is provided.

2. The extent of personal security services and the costs to be borne by the Contract Partner (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 and security measures necessary shall be determined in the course of the evaluation of the event by KMK in coordination with the authorities responsible for safety and fire protection. Upon request, and as far as possible, the Contract Partner shall be informed of the expected costs of the required safety and security measures when the agreement is concluded.

3. If the period between the conclusion of the agreement and the staging of the event exceeds four months, KMK shall be entitled to charge the costs for services, personnel and consumption-related services on the basis of the price list valid at the time of the event. In such a case, the price increase may not exceed 5% of the originally agreed price.

4. Unless otherwise agreed in the "Overview of costs and services", all payments shall be made by the Contract Partner to the account of KMK within 14 days of invoicing. If this payment is delayed, KMK is entitled to charge penalty interest for default at a rate of 9% points above the ECB base rate vis-à-vis companies and persons acting as commercial operators according to § 288 (2) BGB as well as a default fee of 40.00 Euros (§ 288 (5) BGB). With regard to private individuals, KMK is entitled to charge penalty interest at a rate of 5% points above the ECB base interest rate in case of late payment (§ 288 (1) BGB).

5. In order to secure its claims under the contractual relationship, KMK is entitled to demand advance payments and appropriate security deposits before the event.

§ 7 Advertising and liability for illegal advertising

1. Advertising for the event is the responsibility of the Contract Partner. Advertising measures on the premises, on and in the halls or rooms require the written consent of KMK.

2. The covering of existing advertising spaces by the Contract Partner requires the consent of KMK. KMK is not obliged to remove existing advertising materials on its premises. This also applies if there should be a competitive relationship to the subject matter of Contract Partner's advertising.
3. The Contract Partner irrevocably indemnifies KMK from all claims arising from the fact that the event or advertising for the event violates the rights of third parties (in particular copyrights, rights to images and names, trademark rights, competition rights, personal rights) or other statutory provisions. The indemnity obligation also extends to all possible charges resulting from reminders, court and legal costs.
4. The Contract Partner must clearly and unequivocally state in all advertising and publications that he, or the organiser named by him, is responsible for managing the event and not KMK.
5. The original lettering and/or the original logo must always be used when writing the name "KMK" or "Karlsruher Messe- und Kongress GmbH" on announcements of all kinds (incl. on the Internet), printed materials, posters and entrance tickets. The corresponding templates will be provided by KMK and must be used exclusively for this purpose.
6. Fly-posting is prohibited by law and any activity of this type will require the Contract Partner to pay compensation.

§ 8 Tickets for security and safety staff

1. KMK reserves the right to reserve certain seats for security personnel at every seated event and to provide them to external services free of charge.
2. Unless otherwise agreed, KMK must be provided with at least 10 tickets for security and safety staff for events with ticket sales.

§ 9 Ticket sales/notification of sales figures

1. The Contract Partner undertakes to sell tickets for the event described in the agreement, including through the booking system operated by KMK for advance sales. He undertakes to draw attention to the advance booking office operated by KMK in his advertising and, in particular, on posters. If this is not possible in individual cases, a sufficiently large allocation of tickets must be made available in an equivalent electronic sales system to enable the sale of tickets at the KMK booking office.
2. The Contract Partner and KMK mutually undertake to present the official statement of the sales figures to each other on the day of the event.

§ 10 GEMA fees/GVL/social security contributions for artists/other permits

1. The timely registration and payment of fees for the performance or reproduction of works protected by copyright at GEMA (Society for Musical Performance and Mechanical Reproduction Rights) or GVL (Gesellschaft zur Verwertung von Leistungsschutzrechte mbH) are the sole responsibility of the Contract Partner. In good time before the event, KMK may require the Contract Partner to provide written proof that the event has been registered with GEMA or GVL, written proof of invoicing by GEMA or GVL, or written proof of payment of the fees to GEMA or GVL.
2. If the Contract Partner is unwilling or unable to prove payment of the fee, KMK may demand payment of a security deposit in the amount of the probable GEMA or GVL fees from the Contract Partner in good time, at the latest 14 days, before the event.
3. For all artists commissioned by the Contract Partner, the payment of artists' contributions to the artists' social security insurance fund (KSK), and the payment of income and value added tax for (foreign) artists with limited tax liability are also the sole responsibility of the Contract Partner.
4. The Contract Partner must obtain all the necessary regulatory approvals, authorisations and permits for his event in good time and at his own expense. These include, in particular, the determination of fairs and exhibitions under trade laws, exemptions from regulations relating to trading on Sundays and public holidays as well as from working time regulations.

§ 11 Radio, TV, internet and loudspeaker transmission; production of audio, audio-visual and visual recordings

1. Audio recordings, audio-visual recordings, visual recordings, and other recordings and transmissions of the event of all kinds (radio, TV, internet, loudspeakers, etc.) require the written consent of the KMK and are subject to the consent of the affected copyright holders and beneficiaries of other protected or intellectual property rights. KMK is entitled to make its consent dependent on the parties' reaching an agreement as to a sum to be paid as remuneration.
2. Unless otherwise prohibited by the Contract Partner in writing, KMK has the right to make or commission audio/visual recordings and drawings of processes, scenes, exhibits or objects to be used for documentation purposes or its own publications. This also applies to recordings of people.
3. If the organiser commissions KMK or KMK service providers to produce audio, audio-visual or visual recordings, then the organiser is solely responsible for the property rights.

§ 12 Operation, food and drinks

1. Operation of the place of assembly is the exclusive prerogative of KMK and its authorised service partners. This is especially true for all catering requirements, such as drinks, food, tobacco, ice cream, confectionery, etc. The sale or free distribution of food and drink by the Contract Partner is not permitted without the written consent of KMK or its authorised service partners and entitles KMK to claim compensation.
2. The use of disposable materials (paper cups or similar) for serving visitors and participants at events of all kinds is not permitted.

§ 13 Cloakrooms, toilets, parking

1. The visitor cloakrooms and toilets are operated exclusively by KMK and its associated local service companies. Users of the facilities must pay the usual local fee displayed. Claims of the Contract Partner for payment or settlement of the collected fees do not exist.
2. If KMK does not plan to provide staff for the operation of the cloakrooms, the Contract Partner may demand the visitor cloakroom to be staffed for a fee. If no cloakroom staff are commissioned, the Contract Partner is solely liable for the loss of items belonging to visitors that are left in the cloakroom at his event.
3. The operation of the parking areas is the responsibility of KMK or its service partners. KMK does not guarantee that sufficient parking will be available for visitors to the respective event. In particular, it reserves the right to use the parking area for other purposes at short notice.

§ 14 Liability of the Contract Partner, insurance

1. The Contract Partner is responsible for public safety in the place of assembly with regard to all equipment, constructions, suspensions and decorations brought in by him as well as for the safe running of his event.
2. The Contract Partner must return the place of assembly to KMK in the condition in which it was handed over to him. The Contract Partner is liable for all damages caused by him, his vicarious agents, his exhibitors, guests and visitors in connection with the event.
3. Event-related damages are within the sphere of risk of the Contract Partner, insofar as they are related to the type of the event, its participants or in the contents or procedures of the event. To this extent, the Contract Partner is also liable for damages caused by riots or resulting from demonstrations against the event or comparable actions caused by the event.
4. The scope of liability of the Contract Partner includes personal injury and damage to the place of assembly and its facilities as well as damages resulting from a failure to stage events for third parties as planned or entirely.
5. The Contract Partner indemnifies KMK against all third party claims arising in connection with the event, insofar as these are the responsibility of the Contract Partner, its vicarious agents or visitors. Any contributory negligence on the part of the KMK and its vicarious agents must be taken into account proportionately in the total compensation agreed. The responsibility of KMK to ensure that the place of assembly is well maintained and kept in a safe condition in accordance with § 836 BGB remains unaffected.
6. The organiser is obliged to take out a liability insurance policy for the duration of the event, including construction and dismantling times. The required minimum coverage amounts are:
 - for personal injury EUR 5,000,000 (in words: five million euros)
 - for damage to property including rented property EUR 2,000,000 (in words: two million euros).
7. The organiser must prove the existence of this insurance to KMK by 7 weeks before the event at the latest. This can be done by presenting a photograph of the insurance certificate. The conclusion of the insurance policy does not limit the liability of the organiser in relation to claims by KMK or third parties.
8. If proof of insurance has not been provided by stated deadline, KMK has the right to conclude the required insurance at the expense of the Contract Partner.

§ 15 Liability of KMK

1. The strict liability of KMK for damages due to hidden defects (§ 536a (1), 1. Alternative BGB) in the place of assembly and its facilities upon conclusion of the agreement is excluded. The claim for a reduction in fees due to defects is not affected insofar as KMK is notified of the fact that a defect is detectable and remediable, or if the intention to reduce the payment of the fee is indicated during the period that the place of assembly is provided.
2. KMK accepts no liability for the loss of items, equipment, constructions or other valuables brought in by the organiser, unless a chargeable or special safekeeping agreement has been concluded. At the request of the Contract Partner, a security company approved in accordance with § 34a GewO (Trade, Commerce and Industry Regulation Act) may be commissioned to guard third party property at the expense of the Contract Partner.

3. KMK accepts no obligation to guard, monitor, keep safe or provide insurance coverage for vehicles parked on the premises. This also applies if a charge is levied for the use of parking spaces on the premises, if service personnel are present on the premises, and/or if the premises are monitored by video cameras.
4. KMK shall be liable for damage to property and pecuniary losses if the organiser suffers these due to gross negligence or intentional misconduct on the part of KMK, or if KMK has expressly guaranteed that such services be provided. KMK has no further liability for damages with the exception of liability for personal injury and in the case of violations of material contractual obligations. Material contractual obligations are those which must be fulfilled to enable the proper performance of the agreement in the first place and on which the contractual partner may regularly rely and trust.
5. In case of personal injury or the breach of material contractual obligations by KMK, KMK shall also be liable in accordance with the statutory provisions in the case of a breach of duty based on simple negligence, contrary to paragraph 4. For breaches of material contractual obligations, the liability of KMK for damages in cases of simple negligence, however, is limited to the typical, average and direct damages foreseeable for the type of contractual agreement.
6. The limitations of liability according to the above paragraphs 4 and 5 shall also apply in the favour of the legal representatives and vicarious agents of KMK.

§ 16 Cancellation, relocation of the event

1. If the Contract Partner does not hold the event for a reason for which KMK is not responsible, KMK shall have the option of asserting a fixed sum against the contractual partner instead of a specifically calculated claim for damages. In this case, the Contract Partner is obligated to pay the following fixed sum based on the agreed charges, unless otherwise stipulated in the agreement. In case of cancellation of the event:
 - from the signing of the agreement up to 15 months before the event 50%,
 - up to 12 months before the start of the event 80%,
 - after that 90%.

These fixed sums apply accordingly to a reduction in size, partial cancellation or relocation of an event. Every cancellation by the Contract Partner must be in writing.

2. If KMK succeeds in transferring the place of assembly to a third party against payment on a cancelled date, the claim for damages shall remain valid insofar as the transfer to the third party was also possible on another date for the event and/or does not yield the same contribution margin.
3. The Contract Partner has the right to prove that KMK did not suffer damage to the amount of the asserted claims or fixed sums.

§ 17 Withdrawal/termination

1. KMK is entitled to withdraw from the agreement in the case of a breach of material contractual obligations, especially if:
 - a) payments to be made by the Contract Partner (user charges, ancillary costs, security deposits, etc.) have not been paid on time,
 - b) the regulatory approvals or permissions required for the event are not available,
 - c) the purpose of use specified in the agreement is substantially changed without the consent of KMK,
 - d) the Contract Partner has concealed in the agreement at the time of its conclusion, in particular when stating the purpose of use, that the event is being held by a "radical, political, religious or quasi-religious association" or that it contains corresponding event content,
 - e) the organiser violates statutory regulations or safety and fire regulations,
 - f) the Contract Partner fails to comply with his statutory and official obligations – only to the extent that such obligations are connected with the event – or contractually assumed obligations to inform, notify and pay KMK,
 - g) insolvency proceedings have been instituted against the assets of the Contract Partner or the institution of insolvency proceedings has been refused due to lack of assets and the Contract Partner or his insolvency administrator fails to meet his obligations under the agreement or fails to do so in due time.
2. Before declaring its withdrawal from or extraordinary termination of the agreement, KMK shall be obliged to set a deadline for the organiser and inform him of the threat, provided that the Contract Partner is in a position, to immediately remove the reason justifying the withdrawal or extraordinary termination and taking into account the overall circumstances.
3. If KMK exercises its right of withdrawal for one of the reasons stated in paragraphs 1 a) to g), it retains the right to payment of the agreed fees, but with the deduction of any expenses saved.
4. If the Contract Partner is an agency, KMK and the agency are entitled to a special right of termination in the event that the client withdraws or terminates the contract with the agency. This special right of termination can only be exercised if the agency's client accepts all the rights and obligations of the existing agreement with KMK and provides appropriate security at the request of KMK.

§ 18 Force majeure

1. With the exception of the costs for services already rendered, the mutual obligations of the parties to the agreement shall cease to apply in cases of force majeure, which is an external, unforeseeable event that cannot be averted even by the utmost care that can be reasonably expected. The absence or late arrival of artists or participants and bad weather, including ice, snow and storms, shall not be considered “force majeure” under any circumstances.
2. Contrary to paragraph 1 (1), the cancellation or abandonment of an event due to force majeure lies in the risk sphere of the Contract Partner in the case of threatened terrorist attacks or other serious threats or due to the discovery of “suspicious objects” which may lead to the cancellation or abandonment of the event by the Contract Partner or by order of the authorities. This is because the Contract Partner influences the probability of such events occurring through the content of the event, the profile of participants and visitors, and the publicity of the event initiated by him. In the case of an event being cancelled prior to the beginning of the agreed period of use, the provisions governing “Cancellation, relocation of the event” of these GTCEs shall apply. In the case of an event being cancelled after the beginning of the agreed period of use, all agreed fees minus the costs not yet incurred at the time of cancellation must be paid by the Contract Partner. The Contract Partner is recommended to take out a corresponding cancellation insurance policy for his event, insofar as he wishes to insure the associated financial risks.

§ 19 Observance of the safety regulations and technical guidelines for trade fairs and exhibitions

1. In addition to these GTCEs, the “Safety regulations for events” also apply. These stipulate the venue obligations between the Contract Partner, as the organiser, and KMK in accordance with the provisions of § 38 (2) and 5 VStättVO (Baden-Württemberg Ordinance of the Ministry of Economic Affairs on the construction and operation of places of assembly).
2. The technical safety and fire protection requirements for trade fairs and exhibitions, in particular for exhibition stand construction, are contained in the “Technical guidelines for trade fairs and exhibitions”.
3. The Contract Partner must ensure that the “Safety regulations for events” are observed by all persons and service providers responsible for the planning and staging of his event and the “Technical guidelines for trade fairs and exhibitions” are observed by the exhibitors and stand construction companies at his event. The Contract Partner is obliged to pass these provisions on to his contractors and exhibitors as a minimum contractual standard and to check compliance with them during assembly and dismantling as well as during the event.
4. The contractual partner can download the provisions mentioned above in paragraphs 1 and 2 from www.messe-karlsruhe.de or be sent them in writing on request, unless they are already attached to the agreement.

§ 20 Data processing

Personal data provided by the contract partner are processed for the purposes of the fulfilment of this agreement. In this context, they may also be passed on to third parties (service partners) if this is necessary for the fulfilment of the agreement. The data are processed in accordance with Art. 6 (1) (b) GDPR.

Furthermore, the data provided may be used in the legitimate interest of direct advertising in accordance with Art. 6 (1) (f) GDPR.

Further information can be found at www.messe-karlsruhe.de/ds-aussteller.

§ 21 Offsetting and retention rights

The Contract Partner shall only be entitled to offsetting and retention rights vis-à-vis KMK if his counter-claims have been legally established, are undisputed or acknowledged by KMK.

§ 22 Place of jurisdiction, severability clause

1. The place of performance for all claims arising from the agreement is Karlsruhe. The law of the Federal Republic of Germany shall apply.
2. If the Contract Partner is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Karlsruhe shall be agreed as the place of jurisdiction for all disputes arising from this agreement or in connection with this agreement.
3. Should individual clauses of these GTCEs, the agreement, the safety regulations for events or the technical guidelines for trade fairs and exhibitions be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the parties to the agreement undertake to replace the invalid provision with a valid provision which comes as close as possible to the original contractual clause in economic terms.