

Terms of Use for the letting of rooms during trade fairs

§ 1 Scope

These Terms and Conditions of Use apply to the letting of conference and meeting rooms at Congress Center Düsseldorf (hereinafter referred to as "CCD") by Düsseldorf Congress for accompany events. For the purposes of these Terms of Use, a User is any natural or legal person or association of persons under private or public law to whom the above-mentioned rooms and areas are made available for use in accordance with the contract. The User must also be an exhibitor at the relevant trade fair or exhibition with a valid approval. Additional or contradictory contractual terms and conditions of the User shall not apply unless Düsseldorf Congress has expressly accepted them in writing. If agreements deviating from these Terms of Use are made in the contract, such agreements shall always take precedence over the corresponding provision within these Terms of Use.

§ 2 Conclusion of contract, contract amendments

2.1 The conclusion of contracts for the letting of rooms shall require the written form with the signature of both contract parties in order to be effective. If Düsseldorf Congress sends a proposal to the User that has not yet been signed, the contract shall only be concluded if the User signs the contract copies sent, sends them to Düsseldorf Congress within the return period specified in the contract and receives a countersigned copy of the contract back. The written form requirement shall also be deemed to have been fulfilled if contract copies are signed by means of a simple electronic signature (e.g. scanned signature) or in accordance with the electronic form pursuant to Section 126a of the German Civil Code (BGB).

2.2 To agree on subsequent additions or amendments to the contract are agreed, the respective declaration shall be transmitted to the contract partner in written form and confirmed by the other side. Oral agreements shall be confirmed in the same way in written form without delay. The request at short notice and installation of media and event technology facilities may also be confirmed by separate order form.

§ 3 Contact

Prior to the event, the User shall provide Düsseldorf Congress with the name of a contact person in writing who will be available on site for organisational purposes if required.

§ 4 Handover, careful treatment, return

4.1 When the rooms and areas are handed over, Düsseldorf Congress and the User may request a joint inspection of the premises, including the technical facilities, emergency exits and escape routes. If the User discovers any defects or damage, Düsseldorf Congress must be notified of these without delay. Both parties may request that a handover report be drawn up in which the condition and any defects or damage are to be recorded. If the preparation of a handover report is waived, it shall be assumed that no recognisable defects beyond normal signs of use are present at the time of handover.

4.2 All objects, superstructures and decorations brought in by the User must be removed completely and without residue by the agreed end of dismantling and the rooms/areas must be returned to Düsseldorf Congress in a swept clean condition. Any items remaining on the premises may be removed at the User's expense.

§ 5 User fee

5.1 The contractually agreed fee results from the room rental contract or from a calculation attached to this contract. The fees for additional services that can only be specifically determined at the end of the contract and any additional services ordered subsequently shall be added to this. All agreed fees are subject to the statutory value-added tax applicable at the time the service is provided at the place of performance.

5.2 If the period between conclusion of the contract and use exceeds four months, Düsseldorf Congress shall be entitled to invoice the contractually agreed services on the basis of the current price list applicable at the time the event is held. In such a case, a possible price increase may not exceed 10% of the prices valid at the time of conclusion of the contract.

5.3 Full settlement shall be made on the basis of a final invoice at the end of the contract term on the basis of the services provided. Advance payments already made will be offset against the final invoice.

5.4 Payments shall be made to the account of Düsseldorf Congress at the latest 4 weeks before the start of the event. In the case of short-term room rentals, the invoice amount shall be due immediately. In the event of default in payment, Düsseldorf Congress shall be entitled to charge interest on arrears at a rate of 9 percentage points above the base rate of the ECB to companies and persons acting in a commercial capacity, as well as a flat-rate default fee of 45.00 Euro. Düsseldorf Congress reserves the right to provide evidence of higher damages caused by default. Please state the correct invoice address. We will charge a processing fee of 45.00 Euro for requests for changes after the invoice has been issued.

5.5 Pursuant to § 9 UStG (Turnover Tax Act), Düsseldorf Congress has waived its right to exemption from turnover tax on the letting of the premises and has asserted a claim for reimbursement of input tax on the construction costs incurred in the construction of the building. The User assures that they will use the subject matter of the contract exclusively for transactions that do not exclude the deduction of input tax (§ 9 Section 2 UStG). In the event of the (partial or complete) letting of the premises by the User, the User shall likewise impose this obligation on their contractual partner(s) and, for their part, waive the tax exemption of the turnover within the meaning of § 9 UStG in the course of the letting, i.e. opt for VAT liability. In the event of non-compliance with this provision, Düsseldorf Congress may incur considerable damage, which the User must compensate for in the event of a violation.

§ 6 Liability of the User

6.1 The User shall be liable for all damage caused by them, their agents, participants or other third parties in connection with the use of the premises provided. Düsseldorf Congress shall be entitled to repair or have repaired any damage caused at the User's expense.

6.2 The User shall indemnify Düsseldorf Congress against all claims by third parties insofar as they are the responsibility of the User, their vicarious agents or participants and visitors in connection with the use of the premises provided.

6.3 Users who, with the consent of Düsseldorf Congress, bring equipment, facilities or superstructures into rooms or set them up on surfaces shall assume full liability for safety from the beginning of the set-up until its complete dismantling.

§ 7 Liability of Düsseldorf Congress

7.1 Düsseldorf Congress shall leave the rooms and areas to the User in the condition in which they are found. Düsseldorf Congress shall not be liable, regardless of fault, to pay damages for initial defects in the rooms, areas and facilities provided.

7.2 The liability of Düsseldorf Congress for minor negligence is excluded, provided that no essential contractual obligations have been breached.

7.3 A reduction of the fees due to defects can only be considered if Düsseldorf Congress has been notified of the intention to reduce the fees during the period of occupancy.

7.4 Düsseldorf Congress accepts no liability for the loss of items and valuables brought in by the User, unless a custody agreement has been expressly concluded in return for payment.

§ 8 Withdrawal from the contract

8.1 Düsseldorf Congress shall be entitled, without prejudice to statutory provisions, to withdraw from the contract if

- a) the payments to be made by the User (usage fees, advance payments, security deposits, etc.) have not been made on time, or
- b) legal regulations or safety and fire protection regulations are violated by the User.

8.2 If Düsseldorf Congress exercises its right to withdraw from the contract for one of the reasons set out in Clause 8.1, the claim to payment of the agreed fees shall remain in force, but Düsseldorf Congress must take into account any expenses saved.

§ 9 Non-holding, cancellation, calling off of events

9.1 If the User does not hold an event at the agreed time for a reason for which Düsseldorf Congress is not responsible, the User shall be obliged to pay a cancellation fee based on the contractually agreed fees. The same shall apply if the User withdraws from or extraordinarily terminates the contract without them being entitled to an individually agreed or mandatory statutory right of termination or withdrawal. The cancellation fee in these cases shall be as follows:

- up to 3 months before start of use 25%,
- up to 1 month before start of use 50%,
- less than 1 month before start of use 90%

of the agreed usage fees for the letting of rooms and spaces. Cancellation must be made in written form.

9.2 Expenses already incurred on the part of Düsseldorf Congress, including the costs of service providers already commissioned, shall be invoiced on a case-by-case basis upon presentation of proof.

9.3 If Düsseldorf Congress has incurred higher damages, it shall be entitled to set out the damages in the corresponding amount instead of the flat-rate cancellation fee and to demand compensation from the User. The User shall be at liberty to prove that no damage or significantly less damage has been incurred or that the expense is lower than the flat-rate cancellation fee demanded.

§ 10 Force majeure

10.1 Force majeure is an external event that massively impacts the contractual relationship, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means even when taking the utmost care to be reasonably expected under the circumstances.

10.2 If the premises cannot be made available on the agreed date as a result of force majeure, both parties shall be entitled to withdraw from the contract insofar as no agreement is reached on the rescheduling of the transfer of use.

10.3 In the event of cancellation pursuant to Clause 10.2, the User shall remain obliged to compensate Düsseldorf Congress for all expenses already incurred up to the time of cancellation of the event, including the costs of service providers already commissioned. In all other respects, the contract parties shall be released from their performance obligations.

10.4 The number of visitors present as well as the cancellation of speakers, lecturers, artists and other participants in the event of a room being made available at CCD are within the sphere of risk of the User.

§ 11 Data processing, data protection

In order to fulfil the contractually agreed business purposes, the processing of personal data transmitted between contract parties shall also be carried out in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG-Neu).

§ 12 Exercise of domestic authority

Düsseldorf Congress and the persons authorised for this purpose shall continue to have unrestricted domiciliary rights vis-à-vis the User, their visitors and third parties for the duration of the contractual relationship.

§ 13 Rights of offsetting and withholding

The User shall only be entitled to offsetting and withholding rights with respect to Düsseldorf Congress in so far as their counterclaims have been determined as legally valid, are undisputed or have been recognised by Düsseldorf Congress.

§ 14 Final provisions

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

14.2 If the User is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Düsseldorf is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

14.3 Should individual clauses of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the statutory provision of the German Civil Code (BGB) shall apply.

Düsseldorf, December 2022