

§ 1 Scope

1. The General Terms and Conditions for Events of Karlsruher Messe- und Kongress GmbH (hereinafter referred to as Messe Karlsruhe) 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 Messe Karlsruhe 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. Deviating agreements must be made in text form.

§ 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. Messe Karlsruhe must be informed immediately of any planned changes to the use of the rooms and areas or a waiver of provisionally booked dates.
2. Event agreements must be concluded in written form and signed by both contracting parties in order to be valid (transmission of the signed, scanned contract by e-mail in advance is sufficient). The agreement shall only become effective upon receipt by the contracting party of the countersigned copy of the contract from Messe Karlsruhe. For this purpose, it is sufficient to send the signed and scanned contract by e-mail in advance. If no return period is specified in the agreement or in a cover letter accompanying the agreement, the signed agreement must be returned to Messe Karlsruhe within 14 days. After expiry of this period, Karlsruhe Trade Fair Centre shall be entitled, but no longer obliged, to conclude the agreement with the contractual partner.
3. If amendments or changes to the agreement are agreed within the framework of the handling and execution of the contract, the 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 the same way. 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, contractual principles, contractual penalty

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 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 consent of Messe Karlsruhe and the required regulatory approvals in text form. 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 Messe Karlsruhe 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 Messe Karlsruhe. 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 event organiser. Messe Karlsruhe 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. Messe Karlsruhe 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.
6. The contractual partner is not authorised to use the venue to hold events at which unconstitutional or unlawful ideas are presented or disseminated, whether by the contractual partner itself or by the participants in the event.
7. The contractual partner acknowledges with its signature that it will not tolerate any racist, anti-Semitic, Islamist, anti-democratic, unconstitutional or unlawful content at its event. This means in particular that the freedom and dignity of human beings will not be denigrated during the event, either as a performance or in speech or writing, and that symbols that are in the spirit of or represent anti-constitutional or unconstitutional organisations will not be used or disseminated. This also means that the contractual partner
 - a) actively intervenes against offences under § 3 No. 7 sentence 1 during the event,
 - b) excludes participants and visitors from the event (exercise of domiciliary rights) who violate the principles set out in § 3 no. 7 sentence 1,
 - c) interrupts the event in the event of a persistent violation of § 3 no. 7 sentence 1 and
 - d) cancels the event in the event of persistent offences.
8. If, in the course of the event, participants or visitors to the event commit violations pursuant to § 3 No. 7 sentence 1 that constitute a criminal offence, in particular pursuant to §§ 86, 86a, 90, 90 a-c, 130, 185, 186, 187 and 188 of the German Criminal Code (StGB) or § 20 para. 1 no. 5 of the German Associations Act (VereinsG), and if the contractual partner violates its contractual obligations pursuant to § 3 No. 7 sentence 3 a) to d), it shall pay a contractual penalty of up to 50,000 euros for each case of violation, to be determined by Messe Karlsruhe at its reasonable discretion and reviewed in the event of a dispute. If, in the course of the event, participants or visitors to the event commit violations pursuant to § 3 No. 7 sentence 3 a) to d), he shall pay a contractual penalty of up to EUR 50,000 to Messe Karlsruhe for each case of infringement, to be determined by Messe Karlsruhe at its reasonable discretion and subject to judicial review in the event of a dispute. The right to claim further damages by offsetting the contractual penalty paid remains unaffected.
9. Karlsruhe Trade Fair Centre reserves the right to make a statement against discrimination of any kind, especially anti-Semitism, and in favour of democracy at all events.

§ 4 Contract partner, organiser

1. The Contracting parties to the agreement are MESSE KARLSRUHE, 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 and inform the organiser of all his obligations under the agreement (as well as annexes to the agreement). The Contract Partner remains responsible to Messe Karlsruhe 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 consent of Messe Karlsruhe in text form. 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 Messe Karlsruhe immediately in text form. 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 Messe Karlsruhe. The Contract Partner is recommended to photograph identifiable, pre-existing defects and report and send them to Messe Karlsruhe 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 Messe Karlsruhe 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. Messe Karlsruhe 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 prices 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 Messe Karlsruhe 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 Messe Karlsruhe 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, Messe Karlsruhe 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 Messe Karlsruhe within 14 days of invoicing. If this payment is delayed, Messe Karlsruhe 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 Messe Karlsruhe or according to § 288 (2) BGB as well as a default fee of 40.00 Euros (§ 288 (5) BGB). With regard to private individuals, Messe Karlsruhe 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, Messe Karlsruhe 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 consent of Messe Karlsruhe in text form.
2. The covering of existing advertising spaces by the Contract Partner requires the consent of Messe Karlsruhe. Messe Karlsruhe 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 Messe Karlsruhe 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 Messe Karlsruhe.
5. The original lettering and/or the original logo must always be used when writing the name "Messe Karlsruhe" 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 Messe Karlsruhe 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. Messe Karlsruhe 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, Messe Karlsruhe 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 and Messe Karlsruhe mutually undertake to present the official statement of the sales figures to each other 14 days before the event.
2. The contractual partner is only authorised to begin advance ticket sales for the event after the event contract has been signed by both parties. In the event of violations, Messe Karlsruhe shall be entitled to cancel the reservation immediately. Claims of any kind against Messe Karlsruhe are excluded in this case.

§ 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 Leistungsschutzrechten mbH) are the sole responsibility of the Contract Partner. In good time before the event, Messe Karlsruhe 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, Messe Karlsruhe 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 consent of the Messe Karlsruhe in text form and are subject to the consent of the affected copyright holders and beneficiaries of other protected or intellectual property rights. Messe Karlsruhe is entitled to make its consent dependent on the parties' reaching an agreement as to a sum to be paid as remuneration.
2. If the organiser commissions Messe Karlsruhe or service providers of Messe Karlsruhe with the production of sound, sound-image or image recordings, the commission must be made in text form or in writing in accordance with the conditions set out in § 11, item 3.
3. If Messe Karlsruhe grants its consent in accordance with § 11, item 1, or if Messe Karlsruhe is commissioned in accordance with § 11, item 2, and the contractual partner is thus granted the right to use and exploit the recordings comprehensively, including commercially, this shall be subject to the following conditions:
 - a) The granting of rights to the contractual partner/organiser expressly includes all known and unknown types of use, including the right to reproduce the recordings (in whole or in part, permanently or temporarily, using any technical means, and by any means and in any form), to distribute, exhibit, publicly reproduce, in particular to perform, broadcast, reproduce by means of video, audio and/or audio-visual media, and to make them accessible to the public, in particular via the Internet, in such a way that members of the public have access to them at locations and times individually chosen by them, regardless of the medium used for the transmission.
 - b) If, in return for the granting of the rights pursuant to § 11 para. 3 a), the contractual partner authorises Messe Karlsruhe to use the recordings made by him for the purpose of self-promotion by Messe Karlsruhe, the obligations of the contractual partner pursuant to § 11 para. 3 shall also apply with regard to the use of the recordings made by him by Messe Karlsruhe.
 - c) The contractual partner guarantees
 - aa) to obtain the prior effective consent of all persons recorded and to be the owner of any transferable rights of third parties or to be in a position to effectively grant the aforementioned rights or to have them effectively granted. If Messe Karlsruhe authorises the use of the recordings in accordance with § 11 Item 3 b), the consents must also include their use by Messe Karlsruhe for the purpose of self-promotion.
 - bb) that the recordings covered by the contract are free of third-party rights that could conflict with the contractual granting of rights.
 - cc) that no personal rights, copyrights, moral rights, trade mark rights or other property rights are infringed by the use of the recordings.
 - dd) that the statutory data protection provisions are complied with in the course of the rights granted. The contractual partner must conclude any necessary agreements on commissioned processing or in the case of joint responsibility.
 - d) The contracting party shall indemnify Messe Karlsruhe against all third-party claims that may arise from the granting of rights within the meaning of this agreement, in particular against claims based on industrial property rights, trademark, copyright and personal rights infringements, claims arising from violations of data protection regulations that may be asserted against Messe Karlsruhe in connection with the exercise of rights under Section 11 (3 a) of this contract, upon first request.
 - e) Karlsruhe Trade Fair Centre shall be notified immediately of any infringements of the rights under Section 11 (3 a) of this contract of which the contracting party becomes aware. The indemnification shall also include the reimbursement of costs incurred or to be incurred by the customer as a result of legal action/defence.

f) For filming on the fairground, any necessary filming permits must be applied for by the contractual partner from the City of Karlsruhe. For filming outside the exhibition grounds, the contractual partner must apply to the City of Rheinstetten for any necessary filming permits or obtain them from the respective property owners.

§ 12 Operation, food and drinks

1. Operation of the place of assembly is the exclusive prerogative of Messe Karlsruhe 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 consent of Messe Karlsruhe or its authorised service partners and entitles Messe Karlsruhe 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 Messe Karlsruhe 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 Messe Karlsruhe 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, soil or damage 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 Messe Karlsruhe or its service partners. Messe Karlsruhe 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 Messe Karlsruhe 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 Messe Karlsruhe 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 Messe Karlsruhe and its vicarious agents must be taken into account proportionately in the total compensation agreed. The responsibility of Messe Karlsruhe 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 5,000,000 (in words: five million euros).
7. The organiser must prove the existence of this insurance to Messe Karlsruhe 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 Messe Karlsruhe or third parties.
8. If proof of insurance has not been provided by stated deadline, Messe Karlsruhe has the right to conclude the required insurance at the expense of the Contract Partner.

§ 15 Liability of Messe Karlsruhe

1. The strict liability of Messe Karlsruhe 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 Messe Karlsruhe 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. Messe Karlsruhe 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. Messe Karlsruhe 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.
3. Messe Karlsruhe 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 Messe Karlsruhe, or if Messe Karlsruhe has expressly guaranteed that such services be provided. Messe Karlsruhe 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.
4. In case of personal injury or the breach of material contractual obligations by Messe Karlsruhe, Messe Karlsruhe 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 Messe Karlsruhe for damages in cases of simple negligence, however, is limited to the typical, average and direct damages foreseeable for the type of contractual agreement.
5. 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 Messe Karlsruhe

§ 16 Cancellation, relocation of the event

1. If the Contract Partner does not hold the event for a reason for which Messe Karlsruhe is not responsible, Messe Karlsruhe 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 contract up to 15 months before the start of the event, a lump sum amounting to 50% of the agreed usage fee
 - up to 12 months before the start of the event, a lump sum amounting to 80% of the agreed usage fee
 - up to 1 month before the start of the event, a lump sum amounting to 90% of the agreed total fees (usage fee and service fees)
 - thereafter, a lump sum amounting to 100% of the agreed total charges (utilisation fee and service charges).

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 Messe Karlsruhe 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 Messe Karlsruhe did not suffer damage to the amount of the asserted claims or fixed sums.

§ 17 Withdrawal/termination

1. Messe Karlsruhe 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 Messe Karlsruhe,
 - 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 Messe Karlsruhe,
 - 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, Messe Karlsruhe 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 Messe Karlsruhe 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, Messe Karlsruhe 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 Messe Karlsruhe and provides appropriate security at the request of Messe Karlsruhe.

§ 18 Force majeure

1. Force majeure is an external event that has a massive impact on the contractual relationship, which is unforeseeable according to human insight and experience and cannot be prevented or rendered harmless by economically acceptable means, even with the utmost care reasonably to be expected in the circumstances .
2. If an event cannot be held as planned on the agreed date due to force majeure, both parties shall be entitled to demand an adjustment and, if necessary, a postponement of the date of the event if it is unreasonable to adhere to the unchanged contract. The standard of judgement is derived from § 313 BGB.
3. If the adjustment of the event or a postponement of the event date within a period of 365 days - starting from the originally agreed event date - is unreasonable, both parties are entitled to withdraw from the contract. The party claiming that the adjustment or postponement is impossible shall be obliged to inform the other party in text form of the relevant reasons before declaring its cancellation. The other party must immediately declare in text form within 5 days at the latest whether it accepts the reasons for impossibility. Otherwise, the reasons shall be deemed to be recognised with regard to the withdrawal. Deadlines and text form shall be deemed to have been complied with if the declaration in text form has been transmitted electronically and receipt of the declaration has been confirmed electronically by the other party.
4. In the event of withdrawal in accordance with clause 3, the organiser shall remain obliged to compensate the operator for all expenses already incurred up to the time of cancellation of the event, including the costs of service providers already commissioned. Otherwise, the contracting parties shall be released from their performance obligations.
5. The cancellation of artists and participants of the event, weather events such as ice, snow, storms as well as external events affecting the event, such as demonstrations, threatening phone calls, the discovery of so-called 'suspicious objects', are within the organiser's sphere of risk. The organiser is recommended to take out cancellation insurance for his event if he wishes to insure himself against the financial risks associated with a possible cancellation or interruption of his event.
6. Events which, insofar as they could have been foreseen, lie outside the sphere of influence of the parties shall also be deemed equivalent to a case of force majeure, in particular
 - a) the interruption or not merely minor restriction of an adequate supply of electricity, gas or water and internet,
 - b) with regard to the occurrence and further development of pandemics in accordance with the Infection Protection Act (IfSG).
 - c) the complete or partial inability of Messe Karlsruhe to provide the contractually owed services due to official/governmental/nature conservation orders or directives.

§ 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 Messe Karlsruhe 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 <https://www.messe-karlsruhe.de/en/data-protection/>.

§ 21 Confidentiality obligation

1. Confidential information within the meaning of this agreement includes all information, documents, data, knowledge, trade secrets and other materials:
 - which are communicated or made available to the recipient in writing, verbally or in any other form by the disclosing party,
 - which are designated as confidential or are obviously confidential by their nature, in particular technical, commercial, financial, strategic or organisational information, concepts, drafts, customer and supplier data and other know-how,
 - such as all correspondence in text or written form as well as verbally exchanged content,
 - that contains confidential information and trade secrets within the meaning of the Act on the Protection of Trade Secrets (GeschGehG).
2. The contractual partner undertakes, in particular, to treat all information and trade secrets, also within the meaning of the Act on the Protection of Trade Secrets (GeschGehG), which become known in connection with the above-mentioned contractual relationship:
 - as strictly confidential,
 - to use them exclusively for the agreed purpose,
 - to make them accessible to third parties only with the prior written consent of the disclosing party, and
 - to protect them from unauthorised access by taking appropriate measures.

The contractual partner's legal obligations to comply with data protection regulations and laws within the framework of the contractual relationship remain unaffected and apply independently of this confidentiality obligation.

3. The following are excluded:
 - a) Information that was demonstrably already in the public domain at the time the contract was concluded or that subsequently becomes known to third parties without this violating a confidentiality agreement, statutory provisions or official orders.
 - b) Disclosure to persons who are subject to a statutory duty of confidentiality, or due to a legal obligation, or by order of a court or authority.
4. If the contractual partner violates the duty of confidentiality, it shall pay Messe Karlsruhe a contractual penalty for each case of violation, to be determined at Messe Karlsruhe's reasonable discretion and, in the event of a dispute, subject to judicial review, in the amount of up to the contractually agreed fee in accordance with the most recent price and service overview, plus the costs of legal action and defence costs. The assertion of further damages, taking into account the contractual penalty paid, and the right of Messe Karlsruhe to extraordinary termination in accordance with § 17 of the General Terms and Conditions for Events remain unaffected. Claims for damages by the contractual partner are excluded.
5. Messe Karlsruhe is also entitled to take appropriate measures in the event of a breach of this confidentiality obligation by the contractual partner. In particular, Messe Karlsruhe shall be entitled to respond publicly in the event of the publication of confidential information that is likely to cause public damage to Messe Karlsruhe, its employees, shareholders, affiliated companies, including the persons associated with them, or to damage their reputation.

§ 22 Offsetting and retention rights

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

§ 23 The law of the Federal Republic of Germany shall apply. The German text of these terms and conditions is legally Binding.

§ 24 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.