

# General Terms and Conditions for Events

## DBU Centre for Environmental Communication

### § 1 Condition and equipment of the rented property

- (1) The tenant must provide the landlord with the name of an event manager in writing at least 7 days before the event. The event manager will be familiarised with the venue before the event. Each party has the right to request that an inspection report be drawn up.
- (2) The rooms and facilities shall be handed over in a proper condition, which the event manager shall verify upon handover. Any complaints must be reported immediately. Subsequent complaints cannot be accepted.
- (3) The necessary media technology (e.g. projector, sound equipment, laptop) shall be provided for the event.
- (4) The lessee shall be instructed in the use of the media technology by the lessor. The lessee shall be responsible for operating the technology during the event.
- (5) Set-up and dismantling phases that fall outside the contractually agreed times must be agreed in advance.
- (6) The dismantling and collection of the material brought in by the tenant must take place immediately after the end of the event and must be organised by the tenant.
- (7) The landlord shall only accept deliveries by prior arrangement and at the sole risk of the tenant. The landlord shall not check the delivery item for completeness or defects.
- (8) Pallet trucks and transport trolleys are only available in limited numbers and by prior arrangement.
- (9) Any official notification and approval procedures required for the event must be carried out by the lessee at their own expense.

### § 2 Liability of the tenant

- (1) The tenant is liable for all personal injury and property damage caused by the tenant, their vicarious agents, guests or other third parties in connection with the event in the building and on the property. They are obliged to indemnify the landlord against any claims by third parties asserted against them in connection with the event. This also applies to fines imposed on the lessor as the operator of the venue in connection with the event.
- (2) The lessee is liable for the complete return of the equipment, furniture, keys and facilities provided for use in the same condition as they were received.
- (3) The tenant is responsible for compliance with the organisational and technical safety rules as set out in Appendix 1.

### § 3 Liability of the lessor

- (1) The lessor shall not be liable for damage resulting from initial defects in the rented property, unless he is responsible for the defect.
- (2) The lessor shall not be liable for items brought in by the lessee, in particular for items in the visitors' cloakroom.
- (3) In the event of negligent breaches of duty, the lessor shall only be liable within the scope of foreseeable, contract-typical, direct average damages.
- (4) The lessor shall only be liable for the breach of insignificant contractual obligations if the breach of duty is at least due to grossly negligent behaviour.
- (5) The limitation of liability does not apply in the event of culpable injury to life, limb or health of persons or in other cases in which the lessor is mandatorily liable under statutory provisions.

## § 4 Withdrawal

(1) The lessor is entitled to withdraw from the contract if

a) the provisions of the contract have been violated. In particular, incomplete or misleading information provided by the lessee regarding the nature, scope and planned course of the event and the intended use shall also be deemed a breach of contract; failure to provide proof of event organiser liability insurance; failure to provide proof of payment of GEMA fees; failure to provide proof of or breach of official permits and approvals required for the event.

b) extraordinary circumstances of public interest so require;

c) the contractual services cannot be provided due to force majeure;

d) the contractual services cannot be provided due to unforeseen damage to the event venue or the event technology.

(2) In the event of withdrawal in accordance with points b to d, the lessor undertakes to inform the lessee immediately and to reimburse any consideration already paid without delay.

(3) In the event of withdrawal in accordance with points a to d, contractual claims for damages by the lessee are excluded.

## § 5 Other provisions

(1) Catering services shall be provided exclusively by the Lessor's contracted caterer. The Lessee is prohibited from offering food, beverages, refreshments or similar items.

(2) The setting up of boards, the attachment of decorations and advertising of any kind, as well as merchandising by the lessee, are subject to the lessor's approval.

(3) The timely registration of works subject to GEMA fees with GEMA and the timely payment of GEMA fees are the sole responsibility of the lessee.

(4) In the event of violations of copyrights, image and name rights and trademark rights in connection with the event, the lessor shall be indemnified by the lessee against all claims by third parties.

(5) The lessor is entitled to make or have made and use photographs of the event or of exhibited and used items for the purposes of documentation or for its own publications.

(6) Radio, television and sound recordings require the consent of the lessor.

(7) The Lessee undertakes to allow one person from the Lessor and/or the DBU to attend public events free of charge for each room rented.

(8) The Lessee and its event manager shall be granted the right to exercise domestic authority over the Lessee's visitors within the rented meeting rooms to the extent necessary for the proper and safe conduct of the event. The granting of house rules does not exclude the exercise of house rules by the lessor. Within the scope of exercising house rules, the lessor and persons authorised by him shall be granted free access to the rented premises at all times.

(9) The place of performance and jurisdiction is Osnabrück.

# House rules

By entering the premises covered by these house rules or by concluding a usage agreement, visitors and users agree to comply with the house rules set out below for the German Federal Environmental Foundation (DBU) and its subsidiaries DBU Zentrum für Umweltkommunikation GmbH (ZUK) and DBU Naturerbe GmbH.

## (1) Scope

The spatial scope of these house rules covers the entire DBU property, including all buildings.

## (2) Instructions

The instructions of persons authorised to exercise domiciliary rights must be followed immediately in the buildings and on the entire premises, in particular orders to vacate buildings or parts thereof.

## (3) Video surveillance

For security reasons, parts of the buildings and the outdoor area are under video surveillance.

## (4) Use of the buildings and outdoor area

All facilities in the buildings and the outdoor area must be used with care and consideration. Everyone must behave in such a way that no one else is harmed, endangered or harassed.

Smoking is strictly prohibited in all buildings.

Carrying weapons or dangerous objects and substances, as well as mechanically and electrically operated noise-making devices, is prohibited.

Persons who are recognisably under the influence of alcohol may be expelled from the premises.

(5) Right to one's own image If photographs, film or video recordings are made by employees of the DBU or its subsidiaries, by event organisers or contracted companies within the buildings or on the outdoor premises, the recording activity must not be obstructed or impaired in any other way.

All persons entering or staying on DBU property are informed by these house rules of the possibility of photography, film and video recordings. By entering DBU

property, those who can be recognised in such recordings consent to these recordings being used for reporting and advertising purposes.

## (6) Production of own image material

The production of own image material is only permitted after consultation with the DBU or persons authorised by it.

## (7) Liability

The liability of the DBU, its subsidiaries, legal representatives and vicarious agents for damage resulting from injury to life, limb or health is not limited by these house rules.

The liability of the DBU, its subsidiaries, legal representatives and vicarious agents for other damages not mentioned in (7) paragraph 1 is excluded, unless the damages are based on an intentional or grossly negligent breach of duty.

No liability is accepted for items left in or on the cloakroom or in the buildings.

## (8) Violations

Violations of these house rules may result in a ban from the premises. This applies immediately and indefinitely to the entire DBU property, including all buildings. To have the ban lifted, a written request must be submitted with justification, which will be decided upon within three months.