

# **GENERAL TERMS AND CONDITIONS FOR EVENTS (GTCE)**

## of Kultur und Veranstaltungen GmbH (last update: September 2022)

### **Content**

§ 1	Scope .....	- 2 -
§ 2	Contracting Parties, Client, Authorized Representatives .....	- 2 -
§ 3	Reservations, Conclusion of Contract, Contract Amendments.....	- 2 -
§ 4	Subject Matter of the Contract .....	- 3 -
§ 5	Handover, Careful Handling, Return .....	- 3 -
§ 6	User Fee, Payments, Commission .....	- 4 -
§ 7	Advance Ticket Sales, Number of Visitors .....	- 5 -
§ 8	Marketing, Advertising and Sponsors .....	- 5 -
§ 9	Catering, Merchandising, Cloakrooms .....	- 6 -
§ 10	Service Providers .....	- 6 -
§ 11	Official Approval, Legal Reporting Obligations, GEMA.....	- 7 -
§ 12	Radio Networks / Wireless LAN .....	- 7 -
§ 13	Liability of the Client, Insurance .....	- 8 -
§ 14	Liability of the KVG.....	- 8 -
§ 15	Cancellation, Withdrawal, Extraordinary Termination .....	- 9 -
§ 16	Force Majeure .....	- 10 -
§ 17	Set-off and Retention Rights .....	- 11 -
§ 18	Data Processing, Data Protection .....	- 11 -
§ 19	Jurisdiction, Severability Clause .....	- 11 -

## § 1 Scope

1.1. These General Terms and Conditions for Events (GTCE) of the Kultur und Veranstaltungen GmbH (hereinafter referred to as “the KVG”) apply to the provision of event areas, rooms and halls in and on the premises of the theater, culture and conference center DAS WORMSER (hereinafter referred to as “event venue”). They also apply to event-related services and work at events and to the provision of mobile facilities and technical equipment.

1.2. These GTCE shall apply to natural persons (hereinafter referred to as “private individuals”), to persons operating commercially, to legal entities under public and private law and to special funds under public law (hereinafter referred to as “companies”). These GTCE shall apply to all future contracts including multi-year and renewing contracts with companies.

1.3. Additional or conflicting contractual terms of the client (hereinafter referred to as “client”) only apply upon explicit written approval by the KVG. Relevant contractual agreements that deviate from these GTCE will always take precedence over corresponding regulations within these GTCE.

## § 2 Contracting Parties, Client, Authorized Representatives

2.1 The contracting parties are the KVG and the client designated in the contract. If the client holds the event for a third party (e.g. as an agency), the client must disclose this information to the KVG and name the third party in writing when entering into the contract at the latest. The client is the sole contract partner of the KVG and remains responsible for all obligations defined in these GTCE. Changes as regards the client or the total or partial provision of the event venue against payment or free of charge to third parties, require the prior written consent of the KVG.

2.2 Prior to the event, the client shall name a representative authorized to make decisions and to manage the event in writing. Upon request of the KVG, this person shall assume the role and responsibilities of the event manager pursuant to the event venue regulations of Rhineland-Palatinate (MVStättVO).

2.3 If the client does not meet the obligations outlined in these GTCE, the event might be restricted or canceled.

## § 3 Reservations, Conclusion of Contract, Contract Amendments

3.1 Verbal, electronic or written reservations for specific dates only represent an option for the following contract conclusion. Reservations are only valid for a limited period of time and are non-binding with regard to the following contract conclusion. Reservations expire at the end of the return date specified in the reservation or in the contract. There is no right to an extension of an expiring option. Reservations and event options are not transferable to third parties. The repeated holding of an event or the repeated provision of premises or areas on certain dates shall not create any rights for the future, unless a specific agreement has been made in the contract.

3.2 Event contracts require the written form and the signature of both parties to enter into force. The KVG sends unsigned copies of a contract proposal to a client. However, the contract is only concluded when the client signed both copies of the forwarded contract and returned them to the KVG within the return period specified in the contract and received a signed copy back. The written form requirement shall be deemed satisfied, if the copies of the contract are signed with an electronic signature (e.g., a scanned signature) or signed electronically in compliance with § 126a BGB.

3.3 The written form requirement of agreed changes or amendments to the contract shall be deemed satisfied if the corresponding declaration is communicated by email or by fax and confirmed by the other party. By the same token, verbal agreements shall be confirmed in written form immediately. The short notice request for and the installation of media and technical equipment can also be confirmed by a handover protocol.

#### **§ 4 Subject Matter of the Contract**

4.1 Subject matter of the contract is the provision of areas and premises in the event venue for the purpose of use indicated by the client as well as the provision of event-related services. The event venue, the premises and rooms shall be provided based on officially approved escape route and seating plans with a specified visitor capacity. The exact designation of the object of use, the maximum visitor capacity and the purpose of use shall be recorded in writing in the contract or as an annex to the contract. If no information on the visitor capacities is provided, the client may examine the existing and approved escape route and seating plans at any time and present their event planning in return. Regulatory and sovereign orders to reduce the visitor capacity must be observed. The client must ensure that no more visitors than permissible are admitted to the event venue for their event.

4.2 The client shall obtain a limited right of use for the general traffic areas, paths, toilets, cloakrooms, and entrance areas for the duration of their event. Moreover, the client shall acquiesce to the joint use of these areas by third parties. If several events take place at the same time at the same event venue, each client shall do their utmost to avoid mutual disturbances. The client has no contractual right to restrict the event of other organizers.

4.3 Unless otherwise agreed in the contract or in an annex to the contract, the functional premises and areas in the event venue such as workshop areas, technical rooms and offices are not subject matter of the contract and will not be provided to the client. This also applies to all wall surfaces and building spaces as well as to windows, ceilings, and wall surfaces outside of the venue, especially in general traffic and entrance areas.

4.4 Any changes to the event title as specified in the contract, to the times, to the event type, to the event schedule or to the purpose of use as well as changes as regards the contracting party or any kind of "transfer to third parties" (e.g. subletting against payment or free of charge) requires the prior written approval of the KVG. Approval may be refused without justification. Approval can only be obtained, if concerns of the KVG are not prejudiced, especially with regard to already existing or planned events.

#### **§ 5 Handover, Careful Handling, Return**

5.1 Prior to the event, usually at the beginning of the set-up, each contracting party can request a joint inspection of the event areas provided as well as of the emergency exits and emergency escape routes. The client shall immediately report any defects or damage to the subject matter of the contract to the KVG in writing. Both parties may request a handover protocol, which outlines the state of the subject matter and any possible defects or damage. If a handover protocol is waived, it is to be assumed that there are no defects beyond the usual wear and tear at the time of inspection. Should the client notice any damage at a later stage, or should the client or an event visitors cause any damage, the client is obliged to notify the KVG immediately. It is recommended to take photos of visible pre-existing damage and to send them to the KVG by email prior to the event if possible.

5.2 The client shall ensure that the provided areas in the event venue including the equipment therein and thereon, are treated with care and kept in a clean condition. All types of damage shall be reported to the KVG immediately. If there is an immediate risk of the damage becoming worse, the client shall take the necessary steps to mitigate the consequences immediately.

5.3 All items, structures and decorations brought in for the event shall be removed by the agreed date of deconstruction and the original state shall be restored. Items left in the event venue may be removed at the client's expense. If the subject matter of the contract is not returned in a clear and clean condition in due time, the client shall pay compensation for use corresponding to the user fee. If the venue is severely soiled beyond what is usual for an event, the KVG is entitled to charge the client a cleaning fee. The KVG reserves the right to assert further claims in case of any damage or delayed return of the subject matter of the contract. A tacit extension of the contract in case of a delayed return is not possible. The provisions of § 545 BGB don't apply.

## § 6 User Fee, Payments, Commission

6.1 The contractually agreed fee, including the required advance payments are indicated in the contract and/or in a "quote" attached to the contract as an annex. Unless other advance payments are agreed, advance payments on the agreed user fee shall be made in accordance with the following provisions:

- Up to 6 months prior to the event: 50%
- Up to 3 months prior to the event: 80%
- Less than 3 months prior to the event: 100%

6.2 The number and the costs of safety personnel (security service, medical service, fire safety) individually depend on the type of event, the number of visitors and the event-related requirements and risks. The necessary security measures shall be determined during the event evaluation by the KVG in coordination with the competent authorities for safety and fire protection.

6.3 The agreed flat-rate user fee for the provision of the rooms and areas that form part of the contract include a flat-rate proportion of energy costs for electricity and heating, which is indicated separately in the List of Services and Costs. The amount of electricity and heat actually used for the event will not be quantified. Should the purchase prices for electricity or heating change by more than 10% during the time period between the contract conclusion and the event, both the KVG (in case of an increase in prices of more than 10%) and the client (in case of a drop in prices of more than 10%) are entitled to a price adjustment by the actual percentage change of the flat-rate proportion of energy costs. At the request of the client, the KVG is obliged to disclose the prices of electricity and heating by kw/h paid to the energy supplier.

6.4 If the time period between the contract conclusion and the event exceeds four months, the stated user fees and prices for personnel, services and other work (esp. for security, cleaning, seating, cloakroom and catering services) may be adjusted by up to 15% to reflect the current market price developments. This both applies to rising and falling prices. However, raising the prices in this context is only permissible if the KVG is not responsible for the price increase.

6.5 If an increase in prices pursuant to Sections 6.3 and 6.4 renders the total payable fee unreasonable, the contracting parties will renegotiate the extent of the price increase. The client shall have a subordinate right to withdraw from the contract in the event of an unreasonable increase in prices.

6.6 Within 14 days prior to the event, the KVG is entitled to add a surcharge of up to 20% to cover additional costs and efforts for ordering services at short notice or for changing services already ordered – as far as this is still possible.

6.7 Unless otherwise agreed in the contract, the client shall make all payments to the KVG's bank account within 14 days after invoicing. If companies or persons acting commercially pursuant to § 288 (5) BGB default on their payments, the KVG is entitled to charge default interests amounting to 9% points above the base interest rate of the ECB as well as a default fee of € 40. As regards private individuals, the KVG is entitled to charge default interests amounting to 5% points above the base interest rate of the ECB.

6.8 In order to secure their contractual claims, the KVG is entitled to demand reasonable deposit payments prior to the event.

6.9 If contractually agreed, the KVG will pay authorized agencies a maximum commission of 10% on the net amount of the fees for rooms and areas. The commission regulation does not apply to any costs for technical equipment, catering, or personnel. Hotel rooms booked by the KVG are not eligible for commission. If a commission is required, the hotel rooms must be booked in advance directly in the hotel.

## **§ 7 Advance Ticket Sales, Number of Visitors**

7.1 The KVG is responsible for selling tickets for public events that are held in the event venue. This also implies the advance sale of tickets. For this purpose, the KVG shall use the ticket system of the Ticket Regional GmbH. The layout of the tickets is predefined by the ticket system. The KVG will sell or issue tickets for up to the maximum number of visitors permitted at the event in accordance with the building regulations and specifications of the seating plan. The money collected will be paid to the client after the event.

7.2 For each event, the KVG is entitled to reserve up to 5 tickets for service personnel, especially for the medical and security service and to give them to external service providers free of charge.

## **§ 8 Marketing, Advertising and Sponsors**

8.1 The client is responsible for the advertising the event. Advertising measures on the premises, building, walls, windows, columns, etc., require the prior the written approval of the KVG.

8.2 The client shall be named on all printed objects, posters, admission tickets or invitations in order to indicate that a legal relationship has only been established between the client and the event visitors and not between the event visitors and the KVG.

8.3 The client shall comply with the corporate identity, in particular with the logo of the KVG, when advertising the event and designing the intended advertising materials. The client is obliged to make the KVG logo visible on the front of the tickets when designing the tickets, taking into account the stipulations in Section 8.2. The KVG provides the client with the corresponding templates for the corporate design and logo of the KVG. They are exclusively provided for the purposes set out in Sections 8.1 and 8.2.

8.4 Setting-up and displaying advertising boards or posters is only permitted upon prior approval of the KVG (s. Section 8.1). The client is responsible for implementing safety precautions as regards all advertising that the client installes in the event venue. This also includes special safety obligations in the event of extreme wind.

8.5 The client shall indemnify the KVG irrevocably against any claim arising from violations of third-party rights due to the event or the advertising for the event (copyrights, image and name rights, trademark rights, competition rights, personal rights) or of other legal provisions. This obligation of indemnification also extends to all possible warning, court or litigation costs.

8.6 Recording the event venue and its facilities as well as the logos and names for commercial use, requires the prior written consent of the KVG.

8.7 Image and sound recordings for the purpose of transmission and dissemination and recordings for all media and data carriers such as radio, television, internet, virtual and physical storage media require prior the written approval of the KVG, regardless of whether they are recorded against payment or free of charge.

8.8 The KVG is entitled to refer to the event in its event program, on all analogue and digital advertising media, unless the client objects in writing.

8.9 The KVG is entitled make and distribute free image and audio recordings to market the event venue, unless the client objects in writing. However, this shall be discussed with the client in advance.

8.10 Advertising for third parties or third-party events in the event venue, requires the prior consent of the KVG. The client has no right to remove, change or restrict any existing advertisement of the KVG or of a third-party during the event.

## **§ 9 Catering, Merchandising, Cloakrooms**

9.1 Only the KVG and their catering partners are entitled to provide catering services at public events held in the event venue. In the conference area, catering for events with up to 50 people shall be provided by the Integration and Service Company of the City of Worms (IDB). In other cases, the client can choose a caterer from the caterer pool for this area. Apart from catering for artists, the client is not entitled to bring food and beverages into the event venue himself or via a third party (caterer), unless the KVG explicitly grants approval to do so. Approval may depend on the payment of an appropriate fee in the amount of € 6 net per person catered for and on the existence and presentation of a catering permit.

9.2 In order to ensure the smooth course of public events and the timely disposition of catering services, the client is obliged to notify the KVG of the number of people for the catering services no later than 14 days prior to the event (except for invoicing of beverages according to consumption). If the client does not meet this notification deadline, the KVG's catering partners are entitled to refuse to cater the event or to charge a 20% surcharge on the calculated prices. The client is not entitled to claim damages or to withdraw from the contract based on delayed catering inquiries.

9.3 Beverages must be ordered by the following supplier: (Boxheimer GmbH, Lampertheim): Staatl. Fachingen water, Afri Cola, Sinalco assortment, Eichbaum Brauerei, NEU's juices, Rapps apple & rhubarb sprizzer, and Winzersekt Sprendlingen. Wines may be ordered elsewhere.

9.4 During the event, the client is only entitled to distribute event-related products such as event programs and merchandising articles. Using and setting-up stalls in areas determined by the KVG and selling products outside of the stalls, requires the prior the written approval of the KVG. The KVG grants approval against payment.

9.5 The KVG manages the visitor cloakrooms at public events. The KVG decides whether or to which extent the cloakroom is provided for the corresponding event. If the cloakroom service is offered, the client shall ask their visitors to deposit their items of clothing. In accordance with the tariff posted, visitors shall pay the usual local cloakroom fee. Revenues from checkroom fees are used to cover management costs. Only the KVG is entitled to the cloakroom management revenue. The KVG does not assume liability for valuable items, money or keys in bags or in items of clothing deposited at the cloakroom.

9.6 At private events and against payment of the management costs, the client can demand personnel for the cloakroom. If the client does not commission the cloakroom service, the KVG shall assume no care or safekeeping obligations for any deposited item of clothing within the generally accessible cloakroom areas. In this case, the client shall be liable for lost items of clothing belonging to event visitors.

## **§ 10 Service Providers**

At all events in the event venue and in open areas, all services, such as technical, cleaning, decoration, FM, security services, etc., have to be performed by approved service partners of the KVG.

## **§ 11 Official Approval, Legal Reporting Obligations, GEMA**

11.1 The client shall meet all officially and legally required reporting, notification and approval obligations at their own expense.

11.2 The client shall comply with the regulations applicable at the time of the event, especially with the regional building regulations, the German Occupational Safety and Health Act, the Trade Regulation Act, the Youth Protection Act, the Accident Prevention Regulations of Germany's Employer's Liability Insurance Associations as well as with the MVStättVO.

11.3 The client is responsible to apply for exemptions in accordance with the Law on Sundays and Public Holidays (FTG) for events scheduled on Sundays or on a holiday. This also applies to trade fairs and exhibitions under trade law and the associated exemptions. If the client plans to hold an event on a Sunday or on a holiday, the client is recommended to make a preliminary request at the competent authority before signing the contract. The client shall bear the risk of approval. This is also applies, if the KVG offers to submit the application for the client or to forward the documents to the competent authorities.

11.4 The client is responsible for taxes arising from the implementation of the event. For all artists commissioned by the client, the latter is responsible for paying the artists' social security contributions to the artists' social insurance as well as income tax and VAT for (foreign) artists with restricted tax liability.

11.5 The client alone shall be responsible for timely registration with GEMA (Society for musical performing and mechanical reproduction rights) or with GVL (Society for the application of neighboring rights [with limited liability]) and for the timely payment of fees for the performance or reproduction of works protected by neighboring rights. Prior to the event, the KVG may ask the client to present written proof of the event registration with GEMA or GVL, written proof of invoicing by GEMA or GVL, or written proof of the payment of GEMA/GVL fees.

11.6 If the client is not willing or able to prove the payment of fees, the KVG may ask the client to pay a security payment in the amount of the expected GEMA or GVL fees up to 14 days prior to the event at the latest.

## **§ 12 Radio Networks / Wireless LAN**

12.1 The client is not entitled to set-up their own radio networks or wireless LAN networks and/or to put wireless LAN access points into operation without prior approval of the KVG. Networks used without permission may be taken out of operation without prior notice. The KVG reserves the right to claim damages arising from disturbances.

12.2 Clients who use the internet connection at the event venue (LAN or wireless LAN) or provide it to their visitors/guests shall be liable for any abuse resulting from the infringement of copyrights, the dissemination or downloading of protected or prohibited content or the visiting of websites with criminal content. If the KVG is held liable for any infringements made by the client, visitors or guests to the event, or other users "in the client's team", the client shall indemnify the KVG against all financial claims including any legal costs.

### § 13 Liability of the Client, Insurance

13.1 The client shall be responsible for public safety within the event venue with regard to all facilities, structures, suspensions and decorations brought in as well as for the safe course of the event.

13.2 The client shall return the event venue to the KVG in the state in which it was provided. The client shall be liable for all damage caused in connection with the event, whether caused by the client, by the client's contractors or by the visitors. § 831 (1) Section 2 shall not apply.

13.3 Event-related damage is part of the client's sphere of risk, as far as it can be explained by the type of event, their participants or by the content and course of the event. In this respect, the client shall also be liable for damage caused by riots or demonstrations against the event or damage caused by comparable incidents occasioned by the event.

13.4 In addition to personal injury and to damage to the event venue and its facilities, the scope of the client's liability also comprises losses resulting from the fact that a third-party event could take place or could not take place as planned.

13.5 The client shall indemnify the KVG against any third-party claim arising in connection with the event wherever the client, the client's contractors or event participants and visitors are answerable. Any contributory negligence on the part of the KVG and its contractors shall be taken into account and proportioned accordingly. The KVG's responsibility to ensure the safety and proper maintenance of the event venue according to § 836 BGB remains unaffected.

13.6 The client is obliged to take out a third-party liability insurance for the duration of the event, which includes the set-up and deconstruction. The client shall present their liability insurance to the KVG 14 days prior to the event at the latest. Minimum amount of cover required:

- for personal damage 5.000.000, - Euros (in words: five million Euros)
- for property damage, including damage to rented property and consequential damage to rented property 1.000.000, - Euros (in words: one million Euros).

Taking out such an insurance does not limit the client's liability to the KVG or to third parties.

13.7 If the relevant proof is not provided by 14 days prior to the event, or if the minimum cover required under clause 13.6. of these GTCE is not met, the KVG is entitled to take out appropriate insurance at the client's expense or to withdraw from the contract.

### § 14 Liability of the KVG

14.1 Upon contract conclusion, strict liability of the KVG for damages for hidden defects (§ 536 a para. 1, 1. alternative BGB) in the event venue and its facilities is excluded. This shall not affect any right to claim a reduction in the fees due to defects, provided that the client notifies the KVG of such perceptible and repairable defect and of the intention to reduce the fees during the provision of the event venue.

14.2 The KVG assumes no liability for the loss of or damage to objects, equipment, superstructures, or other valuable items brought in by the client, unless a fee-based or special safekeeping agreement has been reached. Upon the client's request, a security company approved in accordance with § 34a GewO (German Trade, Commerce and Industry Regulation Act) can be commissioned to guard third-party property at the client's expense.

14.3 The KVG shall assume liability to pay compensation for property damage and financial losses sustained by the client due to the KVG failing to meet contractual obligations on a grossly negligent or willful basis, or due to an express guarantee of the KVG for services provided. Any further liability of the KVG for damages is excluded, except for the KVG's liability for personal injury and for failing to meet fundamental contractual obligations (cardinal duty). Cardinal duties are fundamental contractual obligations, which must be complied with in order to ensure the proper performance of the contract. Both contracting parties rely and can rely on the compliance with these fundamental contractual obligations.



14.4 Pursuant to the statutory provisions, the KVG shall also be liable in derogation from Section 14.3 for failing to comply with its contractual obligations on simple negligence, if the KVG is answerable for personal injury or for the infringement of cardinal duties. However, if the KVG infringes on its cardinal duties, its liability for damages in cases of simple negligence shall be limited to an average damage which is foreseeable and typical for the type of contract.

14.5 This limitation of liability according to the Section 14.3 and 14.4 shall also apply to legal representatives, to contractors and to employees of the KVG.

## **§ 15 Cancellation, Withdrawal, Extraordinary Termination**

15.1 If the client does not hold the event at the scheduled time, for reasons of which the KVG is not answerable, the client shall pay a cancellation fee based on the agreed user fee. The same applies if the client withdraws from the contract or terminates it without having an individually agreed or mandatory statutory right of termination or withdrawal. In these cases, the cancellation fee amounts to:

### Events with up to 50 people:

Up to 8 weeks prior to the event	free cancellation
Up to 4 weeks prior to the event	50%
Up to 2 weeks prior to the event	80%
Afterwards	90%

### Events with up to 100 people:

Up to 4 months prior to the event	free cancellation
Up to 8 weeks prior to the event	50%
Up to 4 weeks prior to the event	80%
Afterwards	90%

### Events with 100 people or more (if the Mozartsaal (Mozart hall) or several rooms are provided):

Up to 6 months prior to the event	50%
Up to 4 months prior to the event	80%
Afterwards	90%

of the agreed user fee. If smaller/fewer rooms are used or in case of a partial cancellation, the cancellation fee is due proportionally. The cancellation, termination or withdrawal requires the written form and must be submitted to the KVG within the stated deadlines. If the KVG has incurred a greater loss, the KVG shall be entitled to prove this loss and to demand corresponding compensation from the client instead of the cancellation fee. The client has the right to prove that no damage or a minor damage has been caused or that the damage is lower than the claimed compensation.

15.2 The client shall reimburse the costs already incurred due to the cancellation of the event, of services already commissioned from third parties (security service, medical service, fire department, checkroom personnel, technical services, etc.) on a case-by-case basis and upon presentation of proof, if they are not included in the usage fees pursuant to 15.1.

15.3 If the KVG finds a third party to rent its event venue on a canceled date, the liability for damages according to Section 15.1 and 15.2 shall remain unaffected, if the provision of the premises to the third party was also possible on another date and/or if it did not make the same contribution margin.

15.4 The KVG is entitled to extraordinarily terminate the contract or to withdraw from it if the following fundamental contractual obligations are not met:

- a) The client has not met payment obligations (user fees, advance payments, securities, etc.) in due time.
- b) There is no proof that the client has taken out client's third-party liability insurance.
- c) Official permits or authorizations, which are required for the event, are not obtained.
- d) The purpose of use specified in the contract was substantially changed without prior consent of the KVG.
- e) The client has not disclosed the purpose of use in the contract, for instance that the event is organized by a "radical, political, religious or pseudo-religious" association or has corresponding contents.
- f) The client violates legal regulations or safety and fire protection regulations.
- g) The client does not meet legal or official notification obligations (as far as this is associated with the event) or contractually agreed disclosure and payment obligations as regards the KVG, authorities or GEMA/GVL.
- h) An insolvency proceeding with respect to the client's assets has been opened or the opening of an insolvency proceeding was rejected for a lack of assets and the client or the insolvency administrator acting on behalf of the client's has not met the contractual obligations or has not met them in due time.

15.5 If the KVG exercises its right of withdrawal for one of the reasons mentioned in Section 15.4, the KVG shall retain the claim for payment of the agreed fees but must deduct any expenses saved thereby.

15.6 Prior to the declaration of withdrawal or extraordinary termination, the KVG shall announce a deadline with a threat of contract termination to the client, if the client is generally and immediately able to remedy the problems that justify a withdrawal from or an extraordinary termination of the contract.

15.7 If the client is an agency, the KVG and the agency shall have a special right of termination if the client withdraws or terminates the agency's mandate. This special right of termination can only be exercised if the agency's client assumes all rights and obligations from the existing contract with the KVG and if the client provides an appropriate security payment upon request of the KVG.

## **§ 16 Force Majeure**

16.1 Force majeure is an event that has a massive impact on the contractual relationship, an event that is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means or by utmost care.

16.2 If an event cannot take place on the agreed date as a result of force majeure, both parties shall be entitled to withdraw from the contract, if no agreement can be reached on rescheduling the event.

16.3 In the event of a withdrawal or postponement, the client remains obliged to compensate the KVG for expenses that have already incurred. These expenses include the cost of external services already commissioned and the expenses that incurred for preparing and holding the event. Regardless of the actual amount, these expenses may be compensated with a lump sum of up to 25% of the agreed fees, unless the client objects. If they are invoiced based on the actual expenses incurred, there is no limit to the amount that needs to be compensated. Otherwise, both contracting parties shall be released from their payment and performance obligations.

16.4 The client shall bear the risk for the absence of artists, participants, speakers, presenters, and other visitors. This also applies to external aspects affecting the event such as demonstrations and threats that are influenced by the type of event, their content, and the media perception of the event. The client is recommended to take out interruption and cancellation insurance for the event, if they wish to cover the associated financial risks accordingly.

16.5 An interruption or significant restriction of the energy supply to the event venue, in particular as a result of interventions in the supply network and of sovereign orders that lie outside the sphere of influence of the KVG, shall be deemed equivalent force majeure. In this case, the assertion of claims for damages and the reimbursement of expenses shall be excluded for both contracting parties.

### **§ 17 Set-off and Retention Rights**

The client only has set-off and retention rights vis-à-vis the KVG, if the client's counterclaims have been legally determined, are undisputed or have been acknowledged by the KVG.

### **§ 18 Data Processing, Data Protection**

The KVG uses the client's personal data only for the implementation of the contract. Further use of personal data shall only take place if the client consents. In all other cases, the data protection information on our website shall apply: <https://www.das-wormser.de/das-wormser/impressum/datenschutz.php>

### **§ 19 Jurisdiction, Severability Clause**

19.1 The place of performance for all claims arising from this the contract is Worms. The law of the Federal Republic of Germany shall apply.

19.1 If the client is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Worms shall be the place of jurisdiction for all disputes arising from this contract or in connection with this contract.

19.2 Should individual provisions of these GTCE be or become invalid, it shall not affect the validity of the remaining provisions. Instead of the invalid provision, the statutory provision of the German Civil Code (BGB) shall apply.

In case of doubt, the German version shall prevail.