Event Terms and Conditions

Part I: General Terms and Conditions for Events

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Note:
For the sake of legibility alone, the simultaneous use of masculine, feminine, and other forms of language is avoided, i.e., the generic masculine is used. All references shall be understood as gender-neutral.

§ 1 Scope of application

1.1. The present 'General Terms and Conditions for Events' of the Hannover Congress Centrum (hereinafter referred to as 'HCC'), an in-house company of the state capital of Hannover, apply to the provision of function areas, rooms and halls in and on the premises of the Hannover Congress Centrum (hereinafter referred to as 'assembly facility'). They also apply regarding the provision of event-related services and work, as well as the provision of mobile installations and technical equipment.

1.2. The General Terms and Conditions for Events apply to natural persons (hereinafter referred to as 'private individuals'), commercial actors, legal persons under private and public law as well as to special funds under public law (hereinafter referred to as 'companies'). With respect to companies, these General Terms and Conditions for Events also apply to all future contractual relations, including recurring, multi-year relations.

1.3. Additional or conflicting terms and conditions of the Customer (hereinafter referred to as the 'Event Organiser') do not apply unless the HCC has explicitly acknowledged them in writing. If provisions that deviate from these General Terms and Conditions for Events are agreed by contract, such arrangements always take precedence over the corresponding provisions within these General Terms and Conditions for Events.

§ 2 Contracting partners, Event Organiser, representative with decision-making powers

2.1 The contracting partners are the HCC and the Event Organiser designated in the contract. If the Event Organiser is organising the event for a third party (e.g. as an agency), the Event Organiser is required to disclose this fact to the HCC, naming the third party in writing, before the contract is signed. As the HCC's contracting partner, the Event Organiser remains responsible for all obligations that are incumbent on the Event Organiser according to the wording of these General Terms and Conditions for Events. A change of event organiser or the provision of the Assembly Facility - for consideration or for free - in whole or in part to a third party requires the express written consent of the HCC.

2.2 Before the event, the Event Organiser shall designate by name a decision-making representative and report this to the HCC in writing; this representative will manage the event, and upon request of the HCC will assume the function and responsibilities of an event manager pursuant to the German Lower Saxon Public Assembly Facilities Ordinance [NVStättVO].

2.3 For trade exhibitions, the consent for the provision of areas to exhibitors (third parties) is deemed to have been granted if the exhibition is designated as such in the contract or in service specifications.

2.4 Failure to comply with the obligations incumbent on the Event Organiser pursuant to these General Terms and Conditions for Events may justify a restriction or cancellation of the event.

§ 3 Reservations, conclusion of contract, addenda

3.1 Oral, electronic or written reservations for a certain date amount only to an option for the subsequent conclusion of a contract. They are granted only for a limited period and are non-binding for the subsequent conclusion of a contract. They end at the latest with the period stipulated in the reservation or the (return) deadline stipulated in the contract. There shall be no entitlement to an extension of an expiring option. Reservations and event options are not transferrable to third parties. The repeated holding of an event or the repeated provision of rooms and spaces on specific dates does not give rise to any entitlements for the future, unless an individual arrangement has been concluded in the contract.

3.2 Event contracts must be concluded in text form to become effective. If the HCC sends unsigned copies of a contract proposal to the Event Organizer, the contract shall only come into effect when the Event Organizer signs the contract copies sent, sends them to the HCC within the return period specified in the contract, and receives a countersigned copy of the contract in return. The text form requirement is also deemed to be met if the copies of the contract are signed with a simple electronic signature.

3.3 The contract can only be amended or extended after the relevant declaration to the contractual partner has been sent in text form and after a confirmation from the other party has been received. Any verbal agreements must be confirmed immediately in text form in the same way. The short-term request and installation of media and event equipment can also be confirmed by a handover certificate.

§ 4 Object of the contract, Procurement Principles, Contractual penalty

4.1 The subject matter of the contract is the provision of areas and premises in the event venue for the intended use indicated by the Event Organizer as well as the provision of event-related services. The event venue, the areas and premises, shall be provided in accordance with the officially approved evacuation route and seating plans with a clearly defined visitor capacity. The exact designation of the premises, the maximum visitor capacity, and the intended use shall be specified in writing in the contract or as an annex to the contract. If no information is provided on visitor capacities, the Event Organizer may inspect the existing and approved evacuation route and seating plans at any time and present their event planning in return. Regulatory and official orders to reduce the visitor capacity must be observed. The Event Organizer must ensure that, under no circumstances, will more than the permissible number of visitors be admitted to the event venue for their event.

4.2 Changes to the function rooms and areas provided, changes to escape routes and seating plans, as well as superstructures and installations may be made only with the prior written consent of the HCC and after obtaining any required regulatory approvals. Any required regulatory approvals (construction permits, changes of use) must be requested and processed through the HCC. The duration, costs and risk associated with the eligibility of the event approval shall be borne entirely by the Event Organiser.

4.3 The Event Organiser is granted a limited right of use for the common areas, pathways, WCs, cloakrooms and entrance areas for the duration of its event. The Event Organiser shall tolerate the co-use of these areas by third parties. If several events take place simultaneously at the assembly facility, each event organiser must behave in a manner that avoids disrupting the other events as far as possible. The Event Organiser is not entitled in terms of the contract to have any restrictions imposed on the event of another event organiser.

4.4 The function rooms and areas included in the assembly facility, such as the workshop area, technical rooms and office rooms do not form part of the object of the contract and are not provided to the Event Organiser unless a deviating provision is adopted in a contract or in an annex to a contract. This also applies to all walls and building surfaces, as well as to windows, ceilings and walls outside the assembly facility, in particular as part of common and entrance areas.

4.5 Any change of the event title, the time of the event, the type of event, the agreed content of the event, the purpose of use or a change of the Contracting Partner must be consented to in advance in text form by the HCC. The consent may be refused without stating the reasons for the refusal. Consent will only be granted if the interests of the HCC regarding any existing or planned events are not affected.

4.6 Procurement Principles, Contractual Penalty

(1) The Event Organizer is not entitled to use the venue to hold events at which unconstitutional or unlawful ideas are presented or propagated by the Event Organizer or by event participants.

(2) By executing the contract, the Organizer declares that they will not tolerate any racist, discriminatory, antisemitic, Islamist, anti-democratic, unconstitutional, or unlawful content at their event that constitutes a criminal offense, in particular pursuant to Sections 86, 86a, 90, 90a-c, 111, 130, 140, 185, 186, 187, 188, 192a, 241 StGB (German criminal code), Section 20 (1) No. 5 VereinsG (German Associations Act), or Section 3 AGG (General Act on Equal Treatment). The Organizer is required to

a) Actively intervene against any violations of the provisions according to Sentence 1 during the event,
b) exclude participants and visitors from the event (exercise of domiciliary rights) who violate the principles stated in sentence 1,
c) suspend the event in case of a persistent violation of sentence 1 and
d) end the event if violations continue.

(3) If the Organizer breaches their contractual obligations pursuant to Section 4.6 Sentence 2, they shall pay the HCC a contractual penalty of up to € 10,000.00 for each case of violation, the amount to be determined by the HCC at its reasonable discretion and subject to judicial review in case of dispute. This shall not affect the right to claim further damages, taking into account the contractual penalty paid, or the right to terminate the contract without notice for good cause.

(4) The HCC reserves the right to make statements against discrimination (especially against anti-Semitism) and statements in favor of democracy at all events.

§ 5 Handover, careful use, return

5.1 Prior to the event, as a rule, when setup begins, each Contracting Party may demand a joint visit and inspection of the event areas, as well as the emergency exits and escape routes. If the Event Organiser detects any defects or damage to the object of the contract, they must notify the HCC without undue delay in writing. Both parties may demand that the handover be recorded in writing a protocol, stating the condition and any defects or damage. If the need for a handover protocol is waived, it must be assumed that no discernible defects exist beyond customary traces of wear and tear at the time of the inspection. If the Event Organiser detects defects at a later stage, or if the Event Organiser or its visitors cause damage, the Event Organiser is obliged to notify the HCC without undue delay. It is recommended that the Event Organiser take photographs of visible pre-existing damage and electronically notify the HCC of these defects, if possible before the event.

5.2 The Event Organiser shall ensure that the provided areas of the assembly facility including the furnishings and equipment in and at the facility are treated with due care and maintained in a clean condition. All types of damage must be reported without undue delay to the HCC. If there is an immediate risk that the damage will spread, the Event Organiser shall take the emergency measures required to mitigate the consequences of the damage without undue delay.

5.3 All of the objects, structures and decorations introduced for the event must be removed without residue upon expiry of the agreed deadline for dismantling and restored to the original condition. Any objects remaining in the assembly facility may be removed subject to a fee payable by the Event Organiser. If the object of the contract is not returned in time, the Event Organiser must in any event provide compensation for use equivalent to the usage fee. If the assembly facility is particularly soiled beyond the degree typical for events, the HCC is entitled to charge a cleaning surcharge to the Event Organiser. The assertion of further claims in the case of damage or delayed returned of the object of the contract remains reserved. Tacit renewal of the contractual relationship in the case of a delayed return is excluded. The provision in section 545 of the German Civil Code shall not apply.

§ 6 Usage fees, payments

6.1 The agreed remuneration, including any advance payment due, results from the contract or from a ‘service and cost overview’ annexed to this contract. It comprises the usage fee for the Assembly Facility, ancillary costs and any supplementary services. If additional services are provided at the request of the Event Organiser after conclusion of the contract, or if additional ancillary costs are generated by the event, they must be reimbursed by the Event Organiser according to the quotation or the

price list applicable at the time of the event. Unless expressly otherwise agreed, all agreed fees are subject to the statutory value-added tax applicable at the time of service provision.

6.2 The scope and costs payable by the Event Organiser for individual security services (event stewards, first-aid service, fire safety watch) depend on the nature of the event, the number of visitors and the event-specific requirements and risks in each individual case. The scope and, if appropriate, the necessary safety measures are determined as part of the assessment of the event by the HCC in consultation with the agencies responsible for security and fire protection.

6.3 The calculation and pricing of event-related services is based on planning and lead times of several months. If the Event Organizer orders additional services at short notice (less than 4 weeks before the event), the HCC's acceptance of such an order shall depend on whether the services can still be provided at all. The regular prices may increase by up to 50 % for orders placed at short notice. The Event Organizer shall be notified of this explicitly for all short-term orders and shall receive an updated overview of costs and services, which must be confirmed by the Event Organizer.

6.4 6.4 Unless otherwise agreed in the contract, the Event Organizer shall make all payments to the HCC's bank account within ten days of the invoice date. If companies or persons acting commercially pursuant to Section 288 (5) BGB (German civil code) default on their payments, the HCC is entitled to charge default interests in the amount of 9 percentage points above the base interest rate of the ECB as well as a default fee of € 40. As regards private individuals, the HCC is entitled to charge default interests in the amount of 5 percentage points above the base interest rate of the ECB.

6.5. To secure its claims under the contract, the HCC is entitled to request the provision of reasonable securities prior to the event.

§ 7 Advance ticket sales, visitor numbers, seats for security personnel

7.1 The Event Organiser shall be responsible for advance ticket sales and ticket sales for public events.

7.2 Compliance with the established plans for the event which are subject to approval (seating plans) and the maximum number of admissible visitors are an essential contractual obligation of the Event Organiser. For public events with advance ticket sales, the Event Organiser is obliged to agree the seating plan with the HCC prior to the start of the advance ticket sales. The tickets must be generated individually according to the released capacities in the respective ticket distribution systems. A matching procedure must be followed for hard tickets. The Event Organiser is not authorised to start ticket sales for the event prior to consultation with the HCC. If no admission tickets are sold, the Event Organiser shall be obliged for safety reasons to take other precautions to ensure capacity and access control if the HCC so requires.

7.3 The HCC is entitled to reserve up to fifteen seats for security staff for any event and to provide these seats to external services free of charge.

§ 8 Marketing and advertising, sponsors

8.1 The Event Organiser shall be responsible for advertising the event. Advertising on the premises, on buildings and on walls, windows, columns, etc. requires the prior written consent of the HCC. This also applies to advertising by the Event Organizer for third parties or third-party events within the venue.

8.2 The Event Organizer has no right to demand that existing HCC and third-party advertising be removed, changed, or restricted during the event. This also applies if there is a competitive relationship with objects of the Event Organizer's advertising..

8.3 The Event Organizer shall be named on any printed materials, posters, admission tickets, or invitations to indicate that a legal relationship has been established only between the Event Organizer and the event visitors and not between the event visitors and the HCC.

8.4 When advertising the event and designing the intended advertising materials, the Event Organizer is obliged to consistently adhere to the corporate identity of the HCC (e.g., logo), insofar as this is used. When designing the admission tickets, the HCC is entitled to demand from the Event Organizer that the HCC logo be placed on the front of the admission tickets, taking into account the requirements of Section 8.3. The HCC shall provide the corresponding templates for the HCC's corporate design and logo exclusively for this purpose.

8.5 The erection or placing of advertising panels or posters by the Event Organiser is permitted only subject to a separate agreement with the HCC (cf. para. 8.1). The Event Organiser shall be responsible for ensuring public safety in regard to all advertising placed in the assembly facility by them. This also includes special safety obligations in the event of extreme wind.

8.6 The HCC is entitled to demand drafts of the designs for advertising, posters and advertising flyers for the planned event and to ban their publication or distribution if the content or design of those advertising means and materials is likely to impair the reputation of the Hannover State Capital or of the HCC.

8.7 The Event Organizer shall indemnify the HCC against all claims by third parties arising from the fact that image and sound files, as well as other content protected by trademark and labeling law (for instance logos, advertising slogans) provided by the Event Organizer to advertise their event.

- in the event calendar
- on the Website
- on social media platforms (for instance, on Instagram, TikTok, Facebook, etc.)

- in newsletters or brochures
- newspapers, magazines and comparable media (digital and print)
- advertising materials and tickets

violate the rights of third parties, in particular copyrights, naming rights, trademark and labeling rights, competition rights, image and data protection rights, personal rights, or other statutory provisions.
The obligation to indemnify shall also cover any warning, court and legal costs incurred.

8.8 Any recording of the venue and its facilities for commercial use as well as of venue logos and names require the prior written consent of the HCC.

8.9 Image and sound recordings for purposes of transmission, rebroadcasting or recording for all media and data carriers, such as radio, television, internet, virtual and physical storage media must be approved in advance by the HCC, irrespective of whether they are provided free of charge or for a fee.

8.10 The HCC is entitled to advertise the event in its event programme and on all advertising in the foyer and online, unless the Event Organiser objects in writing.

8.11 The HCC is entitled to produce and disseminate image and sound recordings of the event free of charge for the purposes of marketing the assembly facility unless the Event Organiser objects in writing. This shall be agreed in advance with the Event Organiser.

8.12 Regarding the requirements for advertising in the assembly facility using signs, banners, stands, etc., we refer to the relevant provisions of the 'Technical guidelines for trade fairs and exhibitions'.

§ 9 Catering, merchandising, cloakroom

9.1 Catering within the assembly facility shall be provided by the HCC. For private functions, the Event Organiser shall notify any wishes in regard to the catering in good time and coordinate them with the HCC to allow them to be fulfilled properly.

9.2 With the exception of provisions for performers, the Event Organiser is not permitted to bring food or beverages themselves or to allow a third party (caterer) to bring them to the assembly facility unless the HCC expressly allows this. Written approval is required in particular for:

- the sale and other provision of food, luxury foods, tobacco products and beverages of any kind for direct consumption or for take-away,
- the sale of sound recording media, souvenirs, postcards, special postage stamps and special seals, coins, jewellery and clothing, etc.,
- the setup of service or entertainment stalls

Approval may be made dependent on the payment of reasonable remuneration (catering compensation) and proof of a restaurant licence. For events including catering based on self-paying arrangements, which are not organised by the Event Organiser itself in return for a fee, the HCC reserves the right to additionally charge staff and if appropriate material costs by arrangement.

9.3 For public events, the visitor cloakrooms will be managed by the HCC. The HCC decides if and to which extent the cloakroom will be made available for a specific event. For public events subject to (advance) ticket sales, a fee for the cloakroom is generally required. If the cloakroom is managed, the Event Organiser shall ask visitors to check in their coats. The customary cloakroom fee at the posted rates must be paid by the visitors. Revenues from cloakroom fees shall be used to cover the management costs. The Event Organiser is responsible for expressly informing the visitors to their event as part of the ticket (pre)sales and at the entrance about any obligation to check in items at the cloakroom, as well as for any further binding instructions/prohibitions, and for enforcing those obligations. The revenues from the management of the cloakroom are solely at the HCC's disposal. No liability is assumed for items of value, money or keys in bags or in other items which are left in the cloakroom.

9.4 The HCC may refuse to staff the cloakrooms on a self-paying basis if it is not economically viable to do so. In this case, the Event Organiser will receive an offer for a lump sum or may decide to manage and staff the cloakroom at his own risk and liability against payment of a release charge.

9.5 For events not open to the public, the Event Organiser may require that the visitors' cloakroom be staffed against payment of the management costs. If the Event Organiser does not request the management and staffing of the cloakrooms, the HCC assumes no duty of care or safekeeping for items checked in by visitors. In this case, the Event Organiser shall bear the sole liability risk for any lost items belonging to visitors to their event.

§ 10 Service providers, third-party technical equipment, admissions and security staff/stewards

10.1 All services, e.g. technology, cleaning, decoration, security, etc. for all sorts of events in the assembly facility and on the associated outdoor premises must be generally carried out in collaboration with the HCC and its approved partners.

10.2 Where third-party technical equipment is installed after prior arrangement, a corresponding flat fee for handling the equipment will be determined and charged on a case-by-case basis to cover the additional work.

10.3 Only qualified technical or admissions and security staff/stewards may be deployed. The aforementioned staff must be familiar with the assembly facility and must include technically qualified evacuation assistants.

10.4 The number of required admissions and security staff/stewards is determined based on the nature of the event, the number of visitors, potential event risks and any additional requirements imposed by the building and public safety authorities and defined on this basis by the HCC.

10.5 Admissions and security staff/stewards shall be employed by the HCC at the expense of the Event Organiser. If possible, the Event Organiser will be informed about the expected costs associated with these services when the contract is agreed. It is generally not possible for the Event Organiser to provide or employ admissions and security staff/stewards themselves.

10.6 In individual instances, justified by the nature of the event or the specific requirements for the admissions and security staff/stewards, such staff may be provided by the Event Organiser after a prior written request to the HCC and subsequent approval by the HCC. Paragraph 10.4 on the determination of the number of staff to be provided remains unaffected by the above.

§ 11 Administrative approvals, statutory reporting obligations, German Society for Musical Performance and Mechanical Reproduction Rights (GEMA)

11.1 The Event Organiser must comply with the reporting, notification and approval obligations required by the authorities or by law related to the event at its own expense.

11.2 The Event Organiser must comply with all relevant regulations applicable at the time of the event, in particular those imposed under the German State Construction Code (*Landesbauordnung*), the German Industrial Safety Acte (*Arbeitsschutzgesetz*), the German Industrial Code (*Gewerbeordnung*), the German Act on the Protection of Youth (*Jugendschutzgesetz*) and the accident-prevention regulations of the statutory accident insurance funds (*Berufsgenossenschaften*) as well as the provisions of the NVStättVO.

11.3 The Event Organizer and the service providers commissioned by the Event Organizer shall be responsible for applying for exemptions for events scheduled to take place on Sundays and public holidays, in accordance with the Act on Sundays and Public Holidays (FTG) and the Working Hours Act (ArbZG). The Event Organizer is also solely responsible for obtaining approval for trade fairs and exhibitions under commercial law and for the associated exemptions under the Act on Sundays and Public Holidays. If the Event Organizer intends to hold an event on a Sunday or public holiday that is not privileged by law, they are advised to make a preliminary inquiry with the competent authority before concluding the contract. The Event Organizer shall bear the risk of approval in all cases. This also applies if the HCC agrees to submit the application for the Event Organizer or to forward documents to the competent authorities.

11.4 The Event Organiser shall be responsible for the taxes associated with event. The Event Organiser is also solely responsible for paying the contributions to the Artists' Social Security Fund (KSK) for all performers commissioned by the Event Organiser and for the payment of income tax and VAT for (foreign) performers subject to limited tax liability.

11.5 The Event Organiser is solely responsible for the timely registration and payment of the fees for the performance or reproduction of copyright-protected works with/to the GEMA (German Society for Musical Performance and Mechanical Reproduction Rights) or the GVL (German Society for the Exploitation of Performance Rights). The HCC may request written proof of the registration of the event with the GEMA and/or the GVL, written proof of invoicing by the GEMA and/or GVL or written proof of payment of the fees to GEMA and/or GVL from the Event Organiser in good time before the event.

11.6 If the Event Organiser is not willing or not able to provide proof of the payment of fees, the HCC can request that the Event Organiser pay a security in the amount of the anticipated fees due to GEMA and/or GVL in good time and by no later than 14 days before the event.

§ 12 Radio networks/WiFi

12.1 The Event Organiser is not authorised to install or operate its own radio networks or WiFi networks and/or WiFi access points without the consent of the HCC. If these networks are operated without consent, they can be taken out of service without prior notice. The assertion of compensation claims due to disruptions remains reserved.

12.2 Event organisers which use or make the internet connection (LAN or WiFi) of the assembly facility available to their visitors/guests shall be responsible for preventing any abusive use, in particular as a result of a violation of copyright, the distribution or downloading of protected or prohibited contents or due to the access of websites with content that is relevant under criminal law. If claims are asserted against the HCC for violations by the Event Organiser, the latter's event visitors, guests or other users within the Event Organiser's sphere of responsibility, the HCC shall be held harmless for all financial claims, including costs for legal defence, by the Event Organiser.

§ 13 Liability of the Event Organiser, insurance

13.1 The Event Organiser shall be responsible for ensuring public safety at the assembly facility with regard to all furnishings, installations, suspended/hanging objects and decorations and for the smooth and safe execution of the event.

13.2 The Event Organiser must return the assembly facility to the HCC in the same condition in which the Event Organiser took it over from the HCC. The Event Organiser shall be liable for all damage caused by it, the persons used by it to perform its obligations and vicarious agents or by the event participants in connection with the event. The application of sentence 2 of section 831(1) of the German Civil Code (BGB) is excluded.

13.3 Event-related damage is part of the sphere of risk of the Event Organiser, to the extent that the damage is based on the nature of the event, the participants or in the content or processes of the event. To this extent, the Event Organiser shall also be liable for damage caused by riots or as a result of demonstrations against the event or by similar occurrences triggered by the event.

13.4 The scope of the liability of the Event Organiser includes, in addition to personal injury and damage to the assembly facility and its furnishings, also damage that results from the fact that third-party events cannot be carried out at all or cannot be carried out as planned.

13.5 The Event Organiser shall hold the HCC harmless from all claims by third parties asserted in connection with the event, provided that they fall within the sphere of responsibility of the Event Organiser, persons used by the Event Organiser to perform its obligations, its vicarious agents or by its participants or visitors. Any contributory fault of the HCC and persons used by the HCC to perform the HCC's obligations or its vicarious agents must be taken into account on a pro rata basis. The responsibility of the HCC to ensure the safe condition and maintenance of the assembly facility pursuant to section 836 BGB remains unaffected.

13.6 The Event Organiser is obliged to take out German event organiser's liability insurance for the duration of the event, including for the installation and dismantling of the event. Proof of the Event Organiser's liability insurance must be shown to the HCC no later than 14 days prior to the start of the event. The required minimum insurance cover amounts are:

- EUR 3,000,000.00 (three million euros) for events of up to 200 people,
- EUR 5,000,000.00 (five million euros) for events of more than 200 people,
- EUR 5,000,000.00 (five million euros) for damage to buildings and premises,
- EUR 250,000.00 (two hundred and fifty thousand euros) for more extensive material damage to premises and furnishings,
- EUR 50,000.00 (fifty thousand euros) for material damage by visitors.

In lieu of the Event Organiser's liability insurance, proof of an existing business liability insurance policy can be provided. This business liability insurance must also cover damage in third-party locations and cover at least the listed insured sums.

Taking out the insurance does not result in any limitation of the liability of the Event Organiser vis-à-vis the HCC or third parties.

13.7 If the corresponding evidence is not provided at the latest 14 days before the start of the event and/or the cover is not as stipulated in para. 13.6 of these General Terms and Conditions for Events, then the HCC is entitled to take out corresponding insurance at the expense of the Event Organiser or to withdraw from the contract.
As a member of the EVVC (Europäischer Verband der Veranstaltungs-Centren e.V.; European Association of Event Centres), the HCC recommends the services of the insurance agent Howden Deutschland AG for the third-party liability insurance for event organisers.
The insurance enquiry can be submitted via www.howdengroup.com/de-de/caninenberg/anmeldeformular-zur-veranstalterhaftpflichtversicherung

Login: **HCC**
Password: **Versicherung**

§ 14 Liability of the HCC

14.1 The HCC shall not incur any strict liability for damages for concealed defects (alternative 1 of section 536a(1) BGB) for the assembly facility and its furnishings as a result of the contract. This does not affect a claim for a reduction of remuneration due to defects if the HCC is notified of the defect or the intention to reduce the remuneration – provided the defect is identifiable and remediable – during the term of the provision of the assembly facility.

14.2 The HCC assumes no liability for any loss or damage to the Event Organiser's objects, equipment, installations or other items of value, unless an agreement for safekeeping for a fee or a special safekeeping arrangement is agreed. At the request of the Event Organiser, a security company licensed pursuant to section 34a GewO may be commissioned to guard the property at the expense of the Event Organiser.

14.3 The HCC shall be liable for material and economic damages suffered by the Event Organiser due to a grossly negligent or intentional breach of obligation by the HCC or if the HCC has expressly assumed a statement of guarantee for the services to be provided. Any further liability of the HCC for damages is excluded, with the exception of liability for personal damage as well as in the case of a breach of essential contractual obligations (cardinal obligations). Cardinal obligations or essential contractual obligations are obligations which must be fulfilled to enable proper execution of the contract in the first place, on which the Contracting Partner generally relies and may rely, hence the essential principal contractual obligations.

14.4 If the HCC is responsible for any personal damage or breach of cardinal obligations, the HCC shall be liable in deviation from para. 14.3 in accordance with the statutory provisions even in the case of a breach of obligation that is based on simple negligence. In the event of a breach of an essential contractual obligation, the liability of the HCC for damages in cases of simple negligence is limited to the foreseeable, typical average direct damage according to the nature of the agreement.

14.5 The limitations of liability pursuant to the preceding paras. 14.3 and 14.4 also apply to the benefit of the legal representatives of the HCC and vicarious agents of the HCC.

§ 15 Cancellation, withdrawal, termination without notice

15.1 If the Event Organiser does not hold the event at the agreed time for a reason that does not fall within the sphere of responsibility of the HCC, the Event Organiser is obliged to pay compensation corresponding to the agreed usage fee. The same applies if the Event Organiser withdraws from the contract or terminates the contract without notice, without deriving an individually agreed or mandatory statutory right of termination or withdrawal from this act. In these cases, the cancellation compensation shall be:

- up to 12 months before the start of the event: 0%
- up to six weeks before the start of the event: 50%
- up to four weeks before the start of the event: 75%
- less than four weeks before the start of the event: 90%

of the agreed usage fee. The cancelation fee is also payable on a pro rata basis in the event of downsizing or partial cancelations. The cancellation, termination or withdrawal must be declared in text form and must be received by the HCC within the above deadlines. If the HCC suffers greater damage, the HCC is entitled to show the actual damage suffered instead of the liquidated compensation in the relevant amount and claim that amount from the Event Organiser. The Event Organiser remains entitled to show that the HCC has incurred no or substantially less damage, or that the expenses incurred are less than the claimed cancellation compensation.

15.2 Costs resulting from the cancellation of the event for services that have already been commissioned from third parties (security services, first-aid service, fire protection, cloakroom staff, technical systems, etc.) must be refunded by the Event Organiser on a case-by-case basis, unless they are included in the cancelation fee pursuant to clause 15.1 and listed therein.

15.3 If the HCC succeeds in providing the event venue to a third party for a fee on a canceled date, the Event Organizer shall remain obliged to pay the cancelation fee in accordance with sections 15.1 and 15.2, if it would have been possible provide the event venue to the third party on another date within a time period of 12 months. If these conditions are not met, the Event Organizer shall remain liable to pay compensation on a pro rata basis if the subsequently booked event generates a lower turnover.

15.4 The HCC reserves the right to charge a processing fee for postponements that do not lead to a cancelation, if the Event Organizer is responsible for this postponement.

15.5 The HCC shall be entitled to terminate the contract without notice in the event of a breach of essential contractual obligations, in particular if:

a) the payments to be made by the Event Organiser (usage fees, advance payments, securities, etc.) are not paid on time
b) proof of the event organiser's third-party agreed liability insurance is not provided
c) the Event Organizer has not complied with the event-related statutory or official approval and notification obligations prior to the event
d) Official permits or authorizations required for the event have not been obtained,
e) the purpose of use described in the contract is materially modified without the consent of the HCC
f) the Event Organizer has not expressly informed the HCC upon conclusion of the contract that, due to the nature of the event and due to its participants, a security concept pursuant to Section 43 (1) NVStättVO (event venue regulations of Lower Saxony) may be required and if such a concept is cannot be implemented (at short notice) prior to the event.
g) the Event Organizer or the service providers commissioned by the Event Organizer violate event-related legal provisions or safety and fire protection regulations
h) insolvency proceedings have been opened against the Event Organizer's assets or the opening of insolvency proceedings has been rejected for lack of assets, and the Event Organizer or the insolvency administrator in their place does not meet their obligations under the contract or does not meet them on time

15.6 If the HCC makes use of its right of withdrawal based on one of the reasons in para. 15.5 a-h, the HCC retains its claim to payment of the agreed remuneration, subject, however, to the deduction of the expenses saved.

15.7 Before declaring withdrawal or exercising its right of termination without notice for a compelling reason, the HCC is obliged to set a deadline for performance to the Event Organiser, subject to notice of refusal, if the Event Organiser is able - with due consideration of the overall circumstances of the case - to remove without undue delay the cause that gives rise to the withdrawal or termination without notice.

15.8 If the Event Organiser is an agency, the HCC and the agency shall have a special right of termination if the client of the agency cancels or terminates the assignment. This special right of termination can be exercised only if the client assumes in full all rights and obligations from the existing contract with the HCC and provides adequate security at the request of the HCC.

§ 16 Force majeure

16.1 Force majeure is an external event that has a massive impact on the contractual relationship and which is not reasonably foreseeable, and which cannot be prevented or rendered harmless by economically tolerable means, even with the utmost care reasonably expected in the light of the facts.

16.2 If an event cannot be held on the agreed date due to force majeure, both parties are entitled to withdraw from the contract unless an agreement is reached on the postponement of the event.

16.3 In the event of withdrawal or postponement in accordance with section 16.2, the Event Organiser remains obliged to compensate the HCC for expenses already incurred. The expenses include the costs for external services already commissioned as well as the HCC's costs for preparing for the event. Regardless of the actual amount, these can be compensated at a flat rate of up to 25% of the agreed fees, unless the Event Organiser objects. If the expenses are billed according to the actual cost, there is no limit to the amount. In all other respects, both Contracting Parties shall be released from their payment and performance obligations.

16.4 The number of visitors attending as well as any cancellation or no-show of experts, speakers, performers or other event participants are within the Event Organiser's sphere of risk. The latter also applies to external events such as demonstrations and threats, which are usually influenced by the nature of the event, its content and the media's perception of the event. It is recommended that the Event Organiser take out interruption and cancellation insurance for the event if the Event Organiser wishes to cover the financial risks associated with a cancellation of the event.

16.5 The interruption or significant restriction of the energy supply to the event venue, in particular due to disruptions in the supply network and due to sovereign orders that are outside the sphere of influence of the HCC, shall be deemed equivalent to a case of force majeure. The assertion of claims for damages and the reimbursement of expenses are excluded for both contracting parties in such a case.

§ 17 Abandonment of events

In the event of a breach of essential contractual obligations and a breach of event-related statutory provisions and administrative orders, the HCC may request the Event Organiser to immediately evacuate and return the contracted facilities. If the Event Organiser fails to comply with such a request, the HCC is entitled to have the premises vacated at the expense and risk of the Event Organiser. In this case, the Event Organiser remains obliged to pay the full remuneration. The HCC remains entitled to assert further claims for damages against the Event Organiser.

§ 18 Rights of offset and retention

18.1 The Event Organiser shall be entitled to exercise rights of offset and retention vis-à-vis the HCC only if the Event Organiser's counterclaims have been declared to be final and binding by a court of law, are uncontested or are acknowledged by the HCC.

18.2 All revenues generated for the Event Organiser from the (advance) sale of tickets are herewith assigned to the HCC up to the amount of the HCC's claims from the event contract.

18.3 The Event Organiser is entitled to assign claims derived from the contractual relationship only after the prior written consent of the HCC.

§ 19 Data processing, data protection

19.1 The HCC makes the premises identified in the contract available to the Event Organiser for events and provides event-related services through its own employees and commissioned service providers. To comply with the contractually agreed business purposes, personal data transmitted by the Event Organiser to the HCC are processed in accordance with the provisions of the EU General Data Protection Regulation [GDPR] and the German Federal Data Protection Act [BDSG]. For its part, the Event Organiser is obliged to inform all data subjects whose data are transmitted to the HCC in the course of planning and carrying out the event about the purposes specified in paras. 19.2 to 19.5.

19.2 Service providers for event-related services receive personal data of the Event Organiser and of their contact persons with decision-making powers from the HCC in order to provide their services to the extent that it is necessary for the performance of the contract or is consistent with the legitimate interests of the Event Organiser in accordance with point (f) of Article 6(1) GDPR. In addition, the HCC uses the data of the Event Organiser for mutual information and communication before, during and after an event, as well as for its own event-related offers.

19.3 The personal data of the Event Organiser, the Event Manager, and their contact persons with decision-making powers may also be transmitted to the responsible bodies/authorities, especially the police force, fire brigade, the regulatory authority and the first aid and emergency medical services, in order to coordinate the corresponding security plan for the event.

19.4 The HCC processes and stores all personal data that it receives from the Event Organizer for as long as is necessary for the fulfillment of contractual and legal obligations. This data is generally deleted by the HCC after 5 years in compliance with tax and commercial law regulations if the business relationship is not continued.

19.5 If a data subject does not agree with the storage or handling of their personal data or if this data has become incorrect, the HCC will arrange for the deletion or blocking of the data or make the necessary corrections if instructed to do so. For this purpose, the data subject can send an e-mail to bockkom@hcc.de at any time or contact us by telephone at +49 511 8113320. Upon request, the data subject will receive information free of charge about all personal data that the HCC has stored about them.

§ 20 Place of jurisdiction, severability clause

20.1 The place of performance for all claims under the contract is Hannover. The contract is governed by the law of the Federal Republic of Germany.

20.2 If the Event Organiser is a company or has no general place of jurisdiction in the Federal Republic of Germany, Hannover is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

20.3 If individual clauses of these General Terms and Conditions for Events are or become ineffective, this shall not affect the validity of the other provisions herein. The invalid provision shall be replaced by the corresponding statutory provision of the German Civil Code (BGB).

These Event Terms and Conditions apply with effect as of 23/04/2025. On that date, the General Terms and Conditions for Events of 26/08/2024 shall cease to apply.

Hannover, 23/04/2025

Event Terms and Conditions

Part II: Organisational and technical safety regulations

Scope of application

The organisational and technical safety regulations are binding for the Hannover Congress Centrum (hereinafter referred to as the Operator). They shall apply if decorations or podiums/stage areas are to be used, or studio, lighting or other technical equipment is to be installed for the event.

They are an integral part of the underlying event contract. Additional requirements for safety and fire protection of an event can be imposed by the buildings authority, the municipal regulatory authority and fire protection authorities if a particular hazard for persons and assets may result from the nature of the planned event. The contracting partner (hereinafter referred to as the 'Event Organiser') shall ensure full implementation of all requirements related to the event at their own expense.

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4. General organisational arrangements and provisions

1. Communication and notification duties of the Event Organiser

1.1 Set up of the event: the Event Organiser is obliged to inform the Operator in writing at least eight weeks before the event about all organisational and technical details, the start and end of the event, admission times, the layout planning for the hall(s), rooms and spaces (hereinafter referred to as Assembly Facility) and to agree these aspects with the Operator. The Operator reserves the right to provide the Event Organiser with an (electronic) data template for capturing data to enter all required event data for the exclusive use for this event. The Operator reserves the right to transmit these data to the authorities and bodies concerned with the event (public order office, police, fire brigade, buildings supervision authority, first-aid service/emergency medical service and private security service). The data required from the Event Organiser include in particular:

- name and personal contact details of their decision-making representative, who shall be present during the event
- if the Event Organiser will bring a person who is to be responsible for the technical entertainment equipment and who will supervise the setup and dismantling, as well as the event
- the size and layout of any scene stage areas/stages/grandstands, catwalks, proscenia, podiums and similar structures
- the expected number of visitors and the expected audience profile
- whether bag and admission checks are envisaged
- whether technical equipment for the stage, studio or lighting or other technical equipment will be used
- whether technical equipment will be moved or modified during the event
- whether technical machinery will be moved, or artistic performances will take place in or above the auditorium
- whether activities involving a fire hazard and/or pyrotechnical effects, the operation of laser equipment or fog systems are intended (additional mandatory permit requirement must be observed). Note: no activities involving a fire hazard and/or pyrotechnical effects are permitted without the consent of the HCC.
- whether decorations, equipment or props are to be used (provide proof of fire protection classes pursuant to the NVStättVO)
- whether the Event Organiser plans to hold a technical rehearsal for the event.

Based on the information provided by the Event Organiser, the Operator shall undertake a hazard assessment, on the basis of which the need and number of qualified event staff and external staff (fire brigade, first-aid service, security staff/stewards) are planned (cf. sections 41-43 of the Lower Saxon Public Assembly Facilities Ordinance). If the Event Organiser does not provide this information, or provides it late, the Operator may in principle assume an enhanced event risk. All resulting additional costs (in particular the expenses for security staff) must be borne by the Event Organiser. Incorrect information on stand structures and materials, which are only identified during set-up, may lead to restrictions on or even the cancellation of the event, if necessary.

1.2 Fire detection system: the Operator makes express reference to the fact that an automatic smoke/fire detection system is installed in certain meeting rooms. Smoke, fog, fire, heat, woodchips, the formation of special dusts, etc. must be notified to the Operator by the Event Organiser in good time in order to configure the fire detection system accordingly. Any costs due to a false alarm caused as a result of the Event Organiser's failure to notify such circumstances shall be charged to the Event Organiser.

1.3 Technical rehearsal If stage areas of more than 200 m² floor area are used, and for guest performances with their own scenery setup, a non-public technical rehearsal with a full scenery setup must generally be held before the first event, unless this requirement can be waived due to the nature of the event or the scope of the scenery setup (if unobjectionable). The Operator shall decide based on the information in para. 1.1 above (in consultation with the buildings supervisory authority) whether the rehearsal can be waived. If this is not the case, the Event Organiser must agree on the expected timing of the technical rehearsal in advance with the Operator.

1.4 Approvals and acceptances by the authorities: function areas and rooms are provided based on existing, officially approved escape routes and seating plans with defined visitor capacities. Any other layout planning of the event leads to a change of these escape routes and seating plans and therefore requires the prior, express consent of the Operator and the building permits authority. Prior to the event, acceptance by the Operator, the buildings supervision authority and the fire brigade may be requested.

1.5 Costs and risks of projects requiring notification and approval: the duration and costs of potential approval processes and acceptances for the event, including the risk that approval might not be granted, shall be borne in full by the Event Organiser. For all projects requiring notification and approval (e.g. the set-up of flying constructions, use of pyrotechnics, laser systems), the submission of documents, plans, certificates, inspection certificates, expert opinions, and technical construction and fire protection acceptances can be required from the Event Organiser. Copies of the applications/notifications of the approvals /consents must be submitted to the Operator for information purposes at least 5 weeks before the start of the setup works.

2. Responsible persons

2.1 Responsibility of the Event Organiser: the Event Organiser is responsible for the event program and the safe, smooth course of the event. The Event Organiser must ensure that the maximum permitted visitor capacity in the function rooms and areas provided to the Event Organiser is not exceeded. Any overcrowding is strictly prohibited. The Event Organiser is responsible for ensuring public safety within the Assembly Facility with regard to the decorations, equipment, props, structures and installations, covers, installed cables and technical stage, studio and lighting equipment brought in by the Event Organiser or by third parties commissioned by the Event Organiser for the duration of the use of the Assembly Facility.

In regard to all items and materials brought into the Assembly Facility, the Event Organiser must comply with these safety regulations and with the German Lower Saxon Public Assembly Facilities Ordinance [NVStättVO] and the German Statutory Accident Insurance [DGUV], in particular with DGUV-V 17 'Event and Production Facilities for Staged Presentations'. The Event Organiser is solely responsible for ensuring compliance with all other laws and ordinances applicable to the event, in particular the German Act on the Protection of Youth, the German Minimum Wage Act and the provisions on collective bargaining loyalty, the German Lower Saxon Act on Public Holidays [NFeiertagsG], the German Working Hours Act [AZG], the German Industrial Safety Act, the German Non-smoking Protection Act, the German Industrial Code, as well as with statutory immission control-related noise provisions.

The Event Organiser is obliged to heed the existing security plan for the Assembly Facility and implement it in consultation with the Operator. To the extent that it is required for the event concerned, the Operator will make the required documents on the security plans (pocket maps for emergencies, etc.) available to the Event Organiser exclusively for use for their event. The Operator is entitled to require the Event Organiser to compile and implement an event-specific security plan for events with special risks.

2.2 Decision-making representatives of the Event Organiser, Event Manager: the Event Organiser shall appoint a 'decision-making representative' who will be present for the entire duration of the event, and notify the Operator (see in this regard No. 1.1) accordingly. If so required by the Operator, the decision-making representative shall take part in a joint inspection of the Assembly Facility and familiarise themselves with the function rooms, including the escape routes. If so required by the Operator, the decision-making representative must also take part in a consultation/briefing about safety regulations which must be complied with. The decision-making representative of the Event Organiser ensures that the event proceeds in an orderly and safe manner. The decision-making representative must be present during the event, available at all times and must, if so required, consult with the Operator, the authorities (fire brigade, police, buildings supervision authority) about necessary decisions for the safety of the visitors. The Event Organiser is obliged to end the event if a particular hazard situation with a specific risk for people so requires.

The Operator may require the Event Organiser to instruct the decision-making representative to assume the function of Event Manager pursuant to section 38(2) and (5) NVStättVO for the duration of the event. In this case, the decision-making representative will be assisted by a technically-trained person with decision-making powers appointed by the Operator. If the function of Event Manager is not assigned to the Event Organiser, or if the Event Organiser refuses to accept this function, the Operator will assume this function with its own staff. In the latter case, the Operator will be entitled to recover the costs incurred by the assumption of the function of Event Manager in full from the Event Organiser.

2.3 Technical staff/Persons responsible for entertainment equipment, Technical specialists for entertainment technology: all technical building management equipment at the Assembly Facility may be operated exclusively by the Operator's technical staff. The Event Organiser must ensure that the technical staff required pursuant to sections 39, 40 NVStättVO are employed for the structures and equipment used by the Event Organiser. The Event Organiser must notify the Operator about the technical staff required at the latest four weeks before the event. If the technical equipment of the Event Organiser is simple in nature and extent, the management and supervision during their set-up, operation and dismantling can be performed pursuant to section 40(5) NVStättVO by 'supervising staff' familiar with the technical equipment.

2.4 Responsibility of the Operator: the Operator is responsible for the proper condition of the Assembly Facility in relation to safety. If the Operator exercises the function of Event Manager using its own staff, the Event Organiser is obliged to fully and promptly comply with the instructions of the Event Manager. If the event is restricted or terminated due to an erroneous assessment of a hazardous situation by the Operator's Event Manager, the Operator and the Event Manager shall not be liable for damage to assets or economic damage caused through simple negligence.

Irrespective of whether the Operator assumes the function of Event Manager, the Operator is always entitled to check all areas used by the Event Organiser to ascertain whether the Event Organiser has complied with the operating regulations of the NVStättVO and the present safety regulations. To this end, the staff of the Operator must be granted free access to the function rooms and areas at all times.

2.5 Security staff / stewards: in terms of a security assessment undertaken by the Operator before the event based on the information in para. 1.1, admissions staff and qualified security staff/stewards will be provided, in particular for admission checks and for the orderly conduct of the event. The costs resulting from the deployment of security staff/stewards shall be borne by the Event Organiser, as the need for and extent of those costs are decisively determined pursuant to section 43(1) NVStättVO by the type of event, the number of visitors and potential event risks. The security service shall carry out the tasks defined in section 43(3) and (4) NVStättVO.

2.6 Fire safety watch and first-aid service: the Operator shall notify the fire safety watch of the fire brigade and staff of the first-aid service, depending on the nature and size of the event. The scope of these services (number of people to be provided) depends on a case-by-case basis on the nature of the event, the number of visitors, the event-specific risks and potential administrative stipulations. The costs for the provision and deployment of the services shall be borne by the Event Organiser. The fire brigade and first-aid service must be granted access to all areas of the Assembly Facility at all times.

2.7 Exercise of right of admission: on behalf of the Event Organiser and alongside the Operator, the decision-making representative of the Event Organiser shall exercise the right of admission in relation to visitors to the event and commissioned third parties based on these safety regulations and the applicable facility regulations within the rooms and areas provided to the Event Organiser. The Operator shall continue to exercise the right of admission in relation to visitors and third parties vis-à-vis the Event Organiser and alongside the Event Organiser for the duration of the provision of the function rooms and function areas in accordance with the following regulation. The appointed security staff / stewards shall assist in the enforcement of the right of admission.

Any infringements of the facility regulations, these safety regulations, event-related statutory provisions or administrative orders must be eliminated by the Event Organiser without undue delay. The Operator is entitled to carry out these acts by way of substitute performance at the expense of the Event Organiser if the latter fails to carry them out promptly after having been requested to do so. If substitute performance is not possible or is unreasonable, or if the Event Organiser refuses to carry out the substitute performance or refuses to pay the resulting costs, the Operator may require the Event Organiser to vacate and return the provided function areas as a measure of last resort. If the Event Organiser fails to comply with such a request, the Operator is entitled to terminate the event, including having the premises vacated at the expense and risk of the Event Organiser.

3. Security-related operating regulations

3.1 Technical equipment of the Operator: all permanently installed technical building management equipment of the Assembly Facility may be operated in principle only by the Operator's staff; this also applies to the connection to the lighting system or mains supply. Unless otherwise agreed ahead of the event, the Event Organiser shall not be entitled to demand that the Operator remove its own technical equipment from the rooms.

3.2 Technical equipment of the Event Organiser: the technical equipment used by the Event Organiser or third parties commissioned by the Event Organiser must comply with the generally accepted technical norms, and in particular with the requirements of the accident-prevention regulations DGUV-V 17 and DGUV-V 3 of the German statutory accident insurance funds regarding safety and proper functioning. Electrical (switch)gear may not be accessible to visitors and must be appropriately secured.

For security reasons, suspensions from the ceiling and supporting structures may be installed only by the service partner commissioned by the Operator. The Event Organiser must coordinate the required suspensions with the Operator before the event. Suspensions must be installed in accordance with generally accepted technical norms. The stipulated load limits must be observed. In case of doubt, a structural analysis of the suspensions will be commissioned at the expense of the Event Organiser.

3.3 Escape routes and seating plan: the approved escape routes and seating plans are binding for the arrangement of the seating in the meeting rooms. Any change in the escape route and seating plan must be approved by the Operator and in general requires an additional written approval by the responsible buildings authority. Any overcrowding of the meeting rooms is strictly prohibited. This applies to events both with and without seating.

3.4 Fire brigade manoeuvring zones, fire hydrants: the required fire brigade entry routes and manoeuvring zones designated by 'no-parking' signs must be kept clear at all times. Vehicles or objects parked/left on the escape routes and the safety zones shall be removed at their owner's expense and risk. Fire hydrants in the Assembly Facility and outdoor exhibition areas may not be obstructed, or rendered unrecognisable or inaccessible.

3.5 Emergency exits, emergency escape hatches, corridors, hallways, stairs: these escape routes must remain clear at all times. Doors along escape routes must be able to be easily opened from the inside to their full extent. Escape routes, exit doors, emergency escape hatches and their markings may not be blocked, covered or otherwise rendered unrecognisable. Corridors may not be obstructed at any time by objects or objects that protrude into the corridor. In case of danger, all corridors serve as escape routes. Escape routes may not be obstructed by protruding objects at any time from the start until the end of the event and until full evacuation of the Assembly Facility. Fire and smoke control doors and gates may not be kept open by door stops or other objects.

3.6 Safety equipment: fire detectors, fire extinguishing equipment, trigger points for smoke extraction systems, smoke detectors, telephones, locking systems for doors and other safety equipment, their indicator signs and the green emergency exit signs must be accessible and visible at all times; they may not be blocked, covered or otherwise rendered unrecognisable.

3.7 Installations and stand structures, stage areas, special constructions: all installations and stand structures in the Assembly Facility, as well as the setup of flying structures in the outdoor exhibition area require notification and may be subject to approval. The Event Organiser is responsible for ensuring public safety with regard to all areas used by them, including all installations and stand structures used. The effectiveness of technical fire protection equipment (e.g. automatic fire extinguishing systems, smoke screens) may not be impaired due to installations or stand structures. Installations and stand structures must be executed in such a manner that their stability is not affected by dynamic vibrations. The base constructions of the floors of the podium, stage areas and grandstands must be made of non-flammable materials. Materials that are easily flammable, drip while burning or generate toxic gases may not be used in any event. DIN 4102 and EN 13501-1 (Fire behaviour of building materials and building components) must be observed. Submission of an official test certificate regarding the building material classification and required properties of the material may be requested.

3.8 Decoration: materials, decorations and curtains/hangings used to decorate the event must be made of hardly flammable material (pursuant to DIN 4102, or at least Class C pursuant to EN 13501-1). Decorations in corridors, hallways and staircases which serve as escape routes must be made of non-flammable materials (A pursuant to DIN 4102 or A1 pursuant to DIN EN 13501-1). Materials used repeatedly must be tested again for low flammability and must be impregnated again, if necessary. The Operator may insist that the Event Organiser submit the corresponding certificates regarding the low flammability of the Operator's objects.

Decorations must be at a distance from sources of ignition, spotlights and radiators to ensure that they cannot ignite the material. Decorations must be attached directly to the walls, ceilings or furnishings. Decorations suspended freely in the room are permitted only if they are at a distance of at least 2.50 m from the floor. Natural flowers/plants used as decoration may remain in the rooms only as long as they are fresh. Bamboo, reed, hay, straw, bark mulch, peat or similar materials in general do not satisfy the above requirements (risk of ignition from tobacco products).

The use of **balloons** filled with safety gas and other flying objects must be approved by the Operator.

3.9 Equipment: (components of stage or scene sets), as well as wall, floor and ceiling elements of stage and scene sets must be made of hardly flammable materials.

3.10 Props: (furnishings for stages and scene sets) must be made at least of normally inflammable materials. Flammable materials must be at a distance from sources of ignition, spotlights and radiators to ensure that they cannot ignite the material.

3.11 Flammable packaging materials and waste: must be promptly removed from the function rooms by the Event Organiser. No waste or residual materials made of flammable materials may be stored below or on stages or podiums.

3.12 Smoking ban: the Assembly Facility is generally subject to a smoking ban. Except where an exemption from the smoking ban has been granted, the Event Organiser must ensure that the smoking ban is implemented during the set-up, dismantling and course of the event. If the fire detection system is triggered due to a violation of the smoking ban by the Event Organiser or their visitors, or by service partners commissioned by the Event Organiser, the Event Organiser shall bear the resulting costs (e.g. for the deployment of the fire brigade).

3.13 Removal of non-approved components, materials: stand structures, furnishings, props and decorations (materials) brought into the meeting rooms which have not been approved or which do not comply with these technical safety regulations or the NVStättVO may not be used for the set-up at the Assembly Facility and must be removed or modified, if appropriate, at the expense of the Event Organiser.

3.14 Use of open fire, flammable liquids, gases and pyrotechnical objects, explosive and other hazardous substances is not permitted. The prohibition on their use does not apply if the use of open fire, flammable liquids, gases and pyrotechnical objects is characteristic for the type of event, and if the Event Organiser has agreed on the required fire protection measures with the Operator and the fire brigade. The use pyrotechnical objects must be approved by the authority and must be monitored by a qualified person in terms of the law on explosives. Proof of the owner's permit and of the certificate of competence must be submitted. The use of candles and other sources of light as table decoration, as well as the use of an open fire in kitchen facilities to prepare dishes is permitted subject to approval by the Operator.

3.15 Laser systems: the operation of laser system must be coordinated with the Operator. When operating laser systems, the requirements of the German Industrial Safety Ordinance on artificial optical radiation 2006/25/EC/ and the German Ordinance on artificial optical radiation [OStrV], DIN EN 60825-1, DIN EN 12254 and for show lasers, the requirements of DIN 56912 and DGUV Information 203-036 'Laser equipment for show and projection purposes' must be observed. The responsible supervising authority must be notified of the use of laser systems of classes 3R 3B and 4 must be before commissioning and must be inspected, if so required, by a publicly appointed and sworn expert with regard to its technical safety clearance at the expense of the Event Organiser. The inspection certificate must be submitted to the Operator before the event. The notification must be accompanied by a written confirmation of the appointment of a laser protection officer who will be present at the location. The responsible authority is the State Agency for Industrial Safety.

3.16 Cutting/sawing works, hot-melt works: it is not permitted to perform welding, cutting, soldering, defrosting or cutting/sawing works in the Assembly Facility. Exceptions are permitted only after prior consultation with the Operator.

3.17 Drilled holes and mounted nails and hooks or similar in floors, walls and ceilings are not permitted. Sinking bolts are likewise not permitted. If the Event Organiser wishes to place carpets or other decorative material directly on the floor, it must be ensured that they do not present a risk of slipping, tripping or falling for people. Glued markings, carpet fixings and similar measures may only be applied with a special carpet-laying tape, which can be obtained at a reasonable cost from the Operator.

3.18 Safety at work: all set-up and dismantling works must be executed with due consideration of the applicable industrial safety provisions and accident-prevention regulations, in particular DGUV-V 1 'Prevention', DGUV-V3 and DGUV-V17/18, as well as DGUV Information on 'Safety during events and stage productions' of the German statutory accident insurance funds. The Event Organiser and the companies commissioned by the Event Organiser are responsible for complying with the accident-prevention and industrial safety regulations. The Event Organiser and the companies commissioned by the Event Organiser must ensure that their set-up and dismantling works do not give rise to a hazard for other people present at the Assembly Facility. Hazard zones and precautions (prohibitions and mandatory instructions) must be marked pursuant to ASR A1.3 'Health and Safety Protection Markings', even if they are required only for a short period. As far as necessary, the Event Organiser must ensure appropriate consultation to ensure that the works can be coordinated with each other. If this is not possible, the Event Organiser must temporarily suspend the works and report to the Operator.

3.19 Noise level for music events: organisers of music events where a high acoustic pressure level (volume level) is to be expected, must check whether and which measures are required to avoid injury to the audience. It is the Event Organiser's responsibility to take the necessary measures. In particular, the Event Organiser must ensure through the appropriate limitation of the volume level that visitors and third parties do not suffer any impairment (loss of hearing, etc.). The generally accepted norms can be found in DIN 15 905 'Entertainment technology' Part 5: 'Measures to prevent the risk of hearing loss of the audience by high sound exposure of electroacoustic sound systems'. The Event Organiser must comply with this standard. The Event Organiser must furthermore provide a sufficient number of hearing protection devices (e.g. ear plugs) and provide them to the visitors upon request free of charge, if it cannot be entirely ruled out that the acoustic pressure level may be harmful for visitors. Clear signage to this effect must be posted in the entrance area of the Assembly Facility.

4. General organisational arrangements and provisions

4.1 The provision of an event location in the Hannover Congress Centrum includes a one-off basic cleaning and the arrangement of seating of a hired function room before the event. Any further requests in relation to seating, new seating arrangements or additional seating that may be required, or any required cleaning before, during or after the event must be agreed in advance by the contracting partners. They shall be charged additionally to the Event Organiser in accordance with the defined hourly rates or the price lists.

4.2 If the contracting partner is an agency, the partner shall generally not be entitled to a commission for the booking of the event. Commissions must be specifically requested and agreed in advance. Furthermore, they are subject to the peremptory condition that the booking of the event concerned is an initial contact that can be associated with the agency. At the same time, the agency is obliged to notify the Operator about the customer and the details of the planned event before the conclusion of the contract. The Event Contract can be concluded only once the aforementioned data or information is available.

Event Terms and Conditions

Part III. Technical guidelines for trade fairs and exhibitions

Preliminary remarks

Hannover Congress Centrum (hereinafter: HCC) has adopted the following guidelines for trade fairs and exhibitions with the aim to ensure that the event proceeds safely and successfully for the benefit of all participants. The technical guidelines are based on statutory and administrative requirements and are binding minimum standards for all exhibitors and event organisers. Compliance with the guidelines is verified by the employees of the HCC, the Event Organiser and commissioned third parties.

The responsible buildings authorities and fire protection authorities are, in addition to the HCC, entitled to verify compliance with the provisions at any time and to impose additional requirements on a case-by-case basis. The commissioning of an exhibition stand can be prohibited entirely or in part for the benefit of all participants of the event.

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1. Set-up and dismantling works: all set-up and dismantling works must be performed only in accordance with the applicable provisions relating to industrial safety, industrial codes and public assembly facilities. The exhibitor and the service companies commissioned by the exhibitor are responsible for complying with the provisions. The exhibitor and the service companies commissioned by the exhibitor must ensure that their set-up and dismantling works do not lead to mutual hazards for other exhibitors and their service companies. As far as necessary, they must appoint a coordinator, who shall coordinate the respective works. In the event of violations of the statutory provisions or of the technical guidelines, the Event Organiser, the HCC or the responsible authorities can order the works to cease.

2. Stand numberings: the Event Organiser will assign stand numbers to all stands. The stand numbers must be attached to the stand in a visible location throughout the entire course of the event.

3. Company name/Facework labelling: the name and address of the exhibitor must be attached to the stand in a manner and size that is visible for everyone.

4. Stand space: the stand space indicated in the stand confirmation will be marked by the HCC. The stands must be set up on this floor space. The exhibitor must expect minor deviations in the stand dimensions. These may result from varying thicknesses of the partition walls, etc. Pillars, wall projections, partitions, distribution boxes, fire extinguishing equipment and other technical equipment form part of the allocated stand spaces. As regards the location, position, dimensions and any installations on the hired space, only the actual local dimensions are valid. No claims may be asserted against the HCC based on deviations from the stand confirmation.

5. Appearance: the exhibitor is responsible for the design of the stand. Closed walls adjacent to visitor passages must be agreed with the Event Organiser. Back walls of stands that border on neighbouring stands must remain neutral so as not to impair the design of that neighbouring stand. The exhibitor must, at their own expense, ensure that the design of the partition/demarcation with the neighbouring stands is seamless and flawless. Should the exhibitor fail to do so, the facework to cover the joint to the neighbouring stand will be executed at the expense of the defaulting exhibitor.

6. Structural stability: exhibition stands, including furnishings and exhibited items, as well as advertising media, must be erected with sufficient structural stability to ensure that they do not present a risk for safety and public order. The exhibitor is responsible for the structural stability of the stand and must provide proof thereof, if so required. In case of doubt, the Event Organiser and the HCC are entitled to commission an expert structural analysis at the expense of the exhibitor. The requirements relating to structural stability are stipulated further in the German State Construction Code [LBauO] and the German Lower Saxon Public Assembly Facilities Ordinance [NVStättVO] in the current versions.

7. Accessibility: the HCC recommends a barrier-free design of the exhibition stands (without steps/stairs, ramps for raised floors, etc.).

8. Heights of structures: the permitted height of stands is generally 2.50 m, which may not be exceeded, unless the particular position of the stand permits it and the HCC has approved it in writing.

9. Exhibition stands not requiring approval: based on the assumption that the technical guidelines have been complied with in the design and execution of the stand, it is not necessary to submit drawings for approval for one-storey stands with a maximum height of 2.50 m within the halls.

10. Exhibition stands requiring approval and special structures: all exhibition stands with a height of more than 2.50 m, mobile stands, special structures and constructions require approval. Vehicles and containers within halls also always require approval. Vehicles with combustion engines may be exhibited in the halls only with a full fuel tank. The battery must be disconnected, and the fuel tank must be locked. The vehicle keys must remain in the HCC building for the duration of the event. Other safety precautions, such as inertising the tanks, remain reserved under certain circumstances.

11. Inspection and release of exhibition stands requiring approval: for all stands and structures in excess of 2.50 m, two copies of stand plans in German with measurements at a minimum scale of 1:100 with floor plans and perspectives must be submitted to the HCC for approval, at least six weeks before the start of the event. After review, one copy of the stand plans will be returned to the exhibitor/stand builder with the certification of approval. The stand structure is released for execution only with the HCC's certification of approval.
For the approval of:

- structures with two or more storeys,
- cinema halls or auditoriums,
- structures in the outdoor exhibition area,
- special constructions,

two copies in German of the following documents are required at least six weeks before the start of the set-up:

a) checked structural calculations according to German standards
b) construction description
c) stand construction drawings in the scale of 1:100 (floor plans, perspectives, sections), construction details on a larger scale
d) Upon presentation of a type test/test book, points (a) and (b) do not apply.

The costs of the construction approval process will be charged to the exhibitor/stand builder.

12. Construction materials of stands and ceiling structures: stand construction materials and ceiling structures, including ceiling grids, must be at least B1 in accordance with DIN 4102, or at least class B/C s1 d0, i.e. hardly flammable, in accordance with EN 13501-1. Submission of an official test certificate verifying that the materials comply with these properties may be requested by the HCC. Materials that are normally or easily inflammable, that drip while burning or generate toxic gases may not be used to build the stand. For safety reasons, special requirements may be imposed on a case-by-case basis. Ceiling structures, including ceiling grids, may not restrict or impair the effectiveness of the fire protection equipment of the Assembly Facility.

13. Posters/Signage: it is not permitted to apply or attach posters, signs, etc. on walls, doors, glass fronts and other surfaces of the building and its fittings. The Event Organiser may request permission from the HCC in writing to set up their own independently standing signage in general traffic areas to the function room provided to the Event Organiser, provided it is outside of escape routes or other blocked areas. All materials used by the Event Organiser or their commissioned representatives must be at least hardly flammable and are not insured.

14. Carpets, adhesive tape, etc.: if the event organisers/exhibitors or the people used by them to perform their obligations plan to place carpets or other decorative material directly on the floor, it must be ensured that the carpets/materials do not create a risk of slipping, tripping or falling for people. Carpets and other floor coverings must be installed in an accident-proof manner and may not protrude beyond the boundaries of the stand. The seams of floor coverings require approval and must be executed in a manner that is does not create a stumbling block or other cause of accident in the corridor. **The floor covering may be fixed to the floor only with the following adhesive tape: Gaffer-Tape, Allcolor, Halbig K365 (e.g., for securing cables, carpet edging, etc.) or double-sided installation tape with a fabric backing, Supermount 21111**, which can be removed without leaving residues. Self-adhesive carpet tiles are not permitted. All materials used must be removed without residues. The same applies to substances such as oils, greases, paints and the like. The hall floors may not be painted. Anchors and fastenings are not permitted. Cleaning expenses resulting from violations of these provisions shall be borne by the Event Organiser.

15. Glass and acrylic: only laminated safety glass may be used. Edges of glass panes must be processed in such a way or protected to exclude any risk of injury. Components made fully of glass must be marked at eye level. Structures of glass must comply with the requirements of the memorandum ‘Glass in stand structures’, as well as ‘Technical rules for the use of glazing as protection against fall [TRAV]’.

16. Meeting spaces, social rooms: spaces within the exhibition stand which are entirely enclosed (enclosed spaces) and do not have an optical or acoustic connection to the hall must be equipped with an optical and acoustic warning system to ensure that an alarm can be transmitted into the stand at any time. In exceptional instances, substitute measures may be approved.

17. Exits, escape routes, doors: stand areas with a floor space of more than 100 m² or with complex stand plans must have at least two separate exits/escape routes that are marked with afterglow on opposite sides, as a minimum. The walking line from any point in the stand to a hall corridor may not exceed 20 metres. The escape routes must be marked in accordance with the relevant provisions of DGUV-V 8 of the German statutory accident insurance funds. The use of swing doors, revolving doors, coded doors and sliding doors in escape routes is not permitted.

18. Handrails/Protective railing around podiums: generally accessible areas that are directly adjacent to areas that are lower than 0.20 m must be encircled by railing. These must be at least 0.90 m high and the hand rail must be able to support a horizontal load of at least 1.0 kN/linear metre.

19. Nails, hooks, holes and transport of heavy loads: bolts, anchoring devices and holes are not permitted on the hall floors, walls and ceilings. Heavy loads, materials to be lifted and boxes may be transported only with trolleys equipped with rubber wheels or lift tracks in the halls. The garden corridor located in the eastern side of the Niedersachsen hall is excepted from this. For the protection of the floor, no heavy loads or lift trucks may be driven on this corridor. Brake tracks resulting from rubber abrasion must be avoided.

20. Suspensions/Intervention in the building fabric: no elements of the hall or technical equipment may be loaded with stand structures or exhibition items. Hall columns/hall supports can be modified within the stand space without damaging the columns/supports within the limits of the height of the structure. Suspensions from the hall ceiling may be attached only with the dedicated technical equipment and only by the HCC or by specialist companies commissioned by the HCC. Please use the order form provided in the exhibitor catalogue.

21. Electrical installations/Water connection: connections to the existing supply system may be executed only by the HCC itself or the specialist companies approved and familiar with the Assembly Facility. It is also recommended that the specialist companies approved by HCC are used for similar works within the stand. All electrical equipment in the exhibition stand must be executed in accordance with the latest safety regulations of the Association of German Electrical Engineers [VDE]. In particular, the provisions VDE 0100, 0108, 0128, DGUV Regulation 3 and ICE 60364-7-711 must be observed.

22. Decorative materials: decoration materials must be at least B1 in accordance with DIN 4102 at least class C in accordance with EN 13501-1; in other words, they must be hardly flammable. The 'hardly flammable' property can be achieved only retrospectively for a part of these materials with a flame retardant agent. The flame retardant agents must be officially approved. The confirmation of the low flammability, or a compliant impregnation, must be kept available for inspection at the stands at all times.

23. Use of balloons and flying objects: the use of balloons filled with safety gas and other flying objects (e.g. drones) in the hall and in the outdoor exhibition area must be approved by the Event Organiser and by the HCC. It is in principle forbidden to operate drones while visitors are present. The operation of such flying objects may not obstruct or damage security elements at any time. For approval, the rules on the operation of a drone according to the 'Ordinance on the regulation of the operation of unmanned flying unmanned aircraft' (German Federal Law Gazette, Part I2017No. 17 of 06/04/2017) must be complied with.

24. Cut plants, trees and provisions on the presence of animals: plants may be used for decorative purposes only in fresh, green condition. If it becomes apparent during the exhibition that plants have dried out and are, therefore, more flammable, they must be removed. Trees must be cleared of branches up to a distance of 50 cm above the soil. **Deciduous and coniferous wood** may only be used with moist root bales. Bamboo, reed, hay, straw, bark mulch, peat or similar materials in general do not satisfy the above requirements. The use of animals at events, or events with animals, requires separate individual consultation with due consideration of the applicable provisions on animal welfare and the German Disease Control Act, as well as the corresponding statutory provisions relating to hygiene. The corresponding additional expense, such as special cleaning and obtaining approvals shall be borne by the Event Organiser.

25. Containers for rubbish, recyclable materials and residual waste: no containers for rubbish, recyclable materials and residual waste made of flammable materials may be set up within the stands. Containers for rubbish, recyclable materials and residual waste within the stands must be emptied regularly, at least every evening after the closing of the trade fair. If larger volumes of flammable waste are generated, they must be disposed of several times a day.

26. Empty containers, packaging: it is forbidden to store empty containers, packaging and wrapping materials of whatever nature within the stand and outside the stand in the hall. Any empty containers, packaging and wrapping materials must be removed without undue delay.

27. Smoking ban: a general smoking ban applies at the Assembly Facility. The smoking ban must be observed and enforced by each exhibitor at their stand.

28. Ashtrays:an express smoking ban applies in the halls; in the outdoor exhibition area, a sufficient number of ashtrays made of non-flammable material must be provided, and it must be ensured that they are regularly emptied.

29. Fire extinguishers: we recommend that suitable and inspected fire extinguishers are kept available at the stand. Double-storey stands and stands with a higher fire risk must be equipped with fire extinguishers. The HCC, the buildings supervision authority, or the fire brigade may require that additional extinguishing equipment be provided at the expense of the Event Organiser and the exhibitor on a case-by-case basis.

30. Pyrotechnics: pyrotechnical displays must be approved in advance by the HCC. When using pyrotechnics on the premises of the HCC, the exhibitor/stand builders must obtain approval from the regulatory authority. The use of pyrotechnical objects must be monitored by a qualified person in accordance with the law on explosives. Proof of the owner's permit and of the certificate of competence must be submitted. The object approval is attached to the packaging concerned (e.g. BAM-PI, BAM-PTI, etc.). In addition, the packaging must have the instructions for use printed on it in German. Pyrotechnical objects without approval or pyrotechnical objects of classes II, III or IV are not permitted.

31. Fires, candles: it is not permitted to use open fire, candles and fuel pastes in fair and exhibition stands.

32. Laser systems: the operation of laser systems must be notified and agreed with the HCC. When operating laser systems, the requirements of the German Industrial Safety Ordinance on artificial optical radiation 2006/25/EC/ and the German Ordinance on artificial optical radiation [OStrV], DIN EN 60825-1, DIN EN 12254 and for show lasers, the requirements of DIN 56912 and DGUV Information 203-036 'Laser equipment for show and projection purposes' must be observed. The responsible supervising authority must be notified of the use of laser systems of classes 3R 3b and 4 before commissioning, and such systems must be inspected, if so required, by a publicly appointed and sworn expert with regard to their technical safety clearance at the expense of the Event Organiser. The inspection certificate must be submitted to the HCC before the event. The notification must be accompanied by a written confirmation of the appointment of a laser protection officer who will be present at the location.

33. Fog machines: use of a fog machine requires approval by the HCC to prevent the fire detection system from triggering false alarms.

34. Other required approvals: the use of pressure gases, radioactive substances, high-frequency systems, radio systems and X-ray systems may be used only after prior consultation with and the approval of the HCC and any responsible authorities.

35. Hot plates, deep fat fryers, spotlights, transformers: as a special precaution, all heat generating and heat developing electrical devices must be mounted on non-flammable, heat-resistant, asbestos-free base. A sufficiently safe distance from flammable substances must be ensured in accordance with the development of heat. Light fixtures may not be attached to decorations or similar devices. Please do not forget to switch off electrical cooking equipment and other devices that may give rise to hazards in the event of uncontrolled operation at the end of the daily opening hours. According to the specifications of the fire brigade, the operation of deep-fat fryers in the building of the HCC is not permitted.

36. Advertising materials/Advertising: unauthorised advertising activities outside the exhibitor's own stand (e.g. distribution of brochures, use of advertising signs) is not permitted.

37. Acoustic and optical performances: the operation of acoustic systems and audio-visual performances of any kind by the exhibitor require the approval of the trade fair management, and applications must be submitted in writing. For musical performances, the noise level may not exceed 60 dBA. In the event of a recurring failure to comply with this provision, the power supply for the exhibitor's stand may be cut off without regard to any resulting breakdown of the supply to the stand. The exhibitor shall have no right to compensation for any direct or indirect damage incurred as a result of the interruption of the power supply. The exhibitor shall bear the burden of proof for compliance with the regulation.

38. Musical reproductions (GEMA, GVL and contributions to the Social Security Fund for Artists [KSK]): the Event Organiser is solely responsible for the timely registration and payment of the fees for the performance or reproductions of copyright-protected with GEMA (German Society for Musical Performance and Mechanical Reproduction Rights) or with GVL (German Society for the Exploitation of Performance Rights) and the KSK (Social Security Fund for Artists). Unregistered musical performances may give rise to claims for damages.

39. Explosive substances/Ammunition: explosive substances are governed by the German Explosives Act as amended and may not be used or exhibited at trade fairs and exhibitions. The same applies to ammunition for the purposes of the German Arms Control Act.

40. Spray guns, nitrocellulose lacquers: the use of spray guns and nitrocellulose lacquers is forbidden.

41. Flammable liquids and flammable gases may not be used or stored in the stands. The use of burners of any kind requires the express approval of the technical management.

42. Spirits and mineral oils (petrol, gas, petroleum, etc.) may not be used for cooking, heating or operational purposes.

43. Abrasive cutting/sawing works, hot-melt works and all works using an open flame: welding, cutting, soldering, grinding and cutting/sawing works, as well as other works associated with an open flame or flying sparks are forbidden. In exceptional cases, the HCC may issue, upon a written application accompanied by a description of the works, a permit for fireworks subject to special safety requirements (permit for works involving a fire hazard).

44. CE marking of products: products that do not have a CE certificate of conformity and do not meet the requirements pursuant to sections 4(1) or (2) of the German Product Liability Act may be exhibited only if a visible sign clearly shows that the products do not meet these requirements and can be purchased within the EU only once the corresponding conformity has been produced. In relation to performances, the necessary precautions (barriers) for the protection of people must be taken (cf. section 3(5) of the German Product Liability Act).

45. Changes to non-compliant stand constructions/special constructions: stand structures, furnishings, equipment and decorations (materials) brought into the hall, which have not been approved or which do not comply with the technical guidelines or the NVStättVO, may not be used in the Assembly Facility and must be removed or modified, if appropriate, at the expense of the Event Organiser. This shall also apply to execution by substitution on the part of the HCC. The partial or full closing of a stand can be ordered for a compelling reason, in particular for severe security defects.

46. Dismantling of the exhibition stand: after dismantling the stand, the exhibition spaces must be restored to their original state. Any remaining waste, packaging and stand construction materials must be disposed of at the expense of the Event Organiser. The exhibitor is liable for any damage to the ceiling, walls the floor or installation equipment. Adhesive strips must be removed without residue. The Event Organiser is responsible for complying with the contractually agreed times (especially the set-up/dismantling times). Violations/additional expenses will be charged to the Event Organiser, or, failing that, to the party committing the breach or causing the expense.

Damage to the hall, its equipment or to the outside facilities caused by the exhibitor or by the latter's commissioned agents, must be reported in any event to the HCC.

Stands that have not been dismantled, or exhibition items not cleared away will be removed and stored after dismantling at the expense and risk of the exhibitor. The HCC bears no liability.

47. Safety at work: all set-up and dismantling works must be executed with due consideration of the applicable industrial safety provisions and accident-prevention regulations, in particular DGUV-V 1 ‘Prevention’, DGUV-V3 and DGUV-V17/18, as well as DGUV Information on ‘Safety during events and stage productions’ of the German statutory accident insurance funds. The Exhibitor and the companies commissioned by the Event Organiser are responsible for complying with the accident-prevention and industrial safety regulations. The exhibitor and the companies commissioned by the Event Organiser must ensure that their set-up and dismantling works do not give rise to a hazard for other people present at the Assembly Facility. Hazardous areas must be cordoned off and marked, if necessary, even if only for a short period. If necessary, the exhibitor must ensure appropriate coordination to prevent a risk for other people. If this is not possible, the exhibitor must temporarily suspend the works and report to the HCC.

48. Waste disposal and separation: to ensure environmentally-friendly disposal of the waste generated during the event, as well as during set-up and dismantling, we request the exhibitors to dispose of the waste separately according to waste fractions in the collection containers provided to this end. We wish to point out that we dispose waste to a ‘customary extent’. We will dispose a disproportionately high volume of waste for a fee. This applies likewise to any special waste left behind by the exhibitor. In line with the principle of waste avoidance, recyclable materials should be used in the stand design and for the supplies in the stand.

Exhibitors who offer food and beverages for immediate consumption must use washable reusable dishes and cutlery, glasses and a reusable tablecloth. The use of plastic (even recyclable) or of paper dishes (even if biodegradable, uncoated) is not permitted. It is not permitted to serve beverages from cans or single-use bottles. Should these provisions be violated, the HCC reserves the right to impose sanctions up to a withdrawal of admission to the trade fair. Due to the considerable costs associated with their production, we request that exhibitors refrain from the use of edible serving dishes. Edible serving dishes are foodstuffs, and their use is not consistent with ethical considerations, as they are often disposed of as waste.

Please contact the HCC with any questions.

Event Terms and Conditions

Part IV. Facility regulations

The Facility Regulations define the rights and obligations of visitors/spectators during their visit to the public assembly facilities of the Hannover State Capital. The Event Organiser and the Hannover Congress Centrum (hereinafter the 'HCC') shall check compliance with the obligations vis-à-vis visitors to the event.

Only event visitors and guests of the HCC or leaseholders of the HCC and their Event Organisers are permitted to be **present** at the Assembly Facility. Spectators/visitors must take the place indicated on the admission ticket for the event concerned and must use the entrances specified for this purpose. Upon leaving the Assembly Facility, the admission ticket becomes invalid.

All facilities at the Assembly Facility must be used **with care and consideration**. Inside the Assembly Facility, every person must behave in a manner that prevents any damage, risk or - to an avoidable extent - inconvenience or nuisance for other people. Smoking is prohibited in enclosed spaces. This also applies to the use of e-cigarettes. It is prohibited to consume, trade and to distribute cannabis products containing THC on the entire premises of the event venue, including the designated areas for smokers in the outdoor area.

For safety reasons, the HCC and the Event Organiser may order the **closing of rooms**, buildings and outside event areas and their evacuation. All people present in the Assembly Facility and on the premises must follow such instructions promptly and leave the Assembly Facility immediately should evacuation be ordered.

Cloakroom, bags and body checks: for security reasons, event participants may be prohibited from taking bags and backpacks into the facility, and may be ordered to leave bags, backpacks and outdoor clothing in the cloakroom at normal fees. In the absence of any prohibitions to this effect, visitors must expect that bags and body checks will be performed and that the content of containers, coats, jackets and cloaks will be inspected. Visitors who do not agree to the seizure of items by admissions or security staff that may present a hazard for the event or for visitors will be expelled from the event. Expelled visitors are not entitled to claim reimbursement of the admission fee.

No liability is assumed for items of value, money, for keys in bags, backpacks or other items left in the cloakroom.

People evidently under the **influence of alcohol or drugs** will be expelled from the event and must leave the Assembly Facility. Visitors expelled from the Assembly Facility are not entitled to a refund of the admission fee.

The **provisions of the German Act on the Protection of Youth** apply. Special arrangements apply only with an express notice at the ticket offices and admission areas.

Visitors are not permitted to carry the following items with them:

- Racist, xenophobic or radical propaganda material
- Weapons and corrosive or colouring substances, as well as hazardous substances of any kind
- Hazardous items, as well as items that may inflict physical injury to people if thrown.
- Gas spray containers, corrosive or colouring substances, or a pressurised container for easily ignitable gases or gases that are damaging to health, except for common pocket lighters and hairspray, deodorants and perfumes
- Fire crackers, rockets, Bengals, smoke powder, sparklers, flares and other pyrotechnical objects
- Mechanical and electrically operated noise-making instruments
- Containers made of breakable or splintering materials
- All food and beverages belonging to visitors
- Devices for sound or image recording for commercial purposes, without the approval of the Event Organiser
- Animals (dependent on room and event)

Right to one's own image: if employees of the HCC, the Event Organiser or commissioned companies produce photographs, films and/or videos in the Assembly Facility for reporting or advertising purposes, such recording activity may not be obstructed or impaired in any other way. **All people who enter the Assembly Facility or are present in the Assembly Facility are informed about those photography, filming and video recording activities in the area of the Assembly Facility through these Facility Regulations. In accordance with section 23 of the Act on Copyright in Works of the Visual Arts and Photography (*KunstUrhG*), recordings of the participants and visitors to events may be published without requiring the consent of the data subject.**

The right to one's own picture: If the HCC's employees, the organizer or commissioned companies take photos, record films and/or make videos in the event venue for the purpose of reporting on the event, the recording activity may not be obstructed or impaired in any other way.
All persons entering or staying in the event venue are informed by these house rules that photographs are taken and that films/videos are recorded in the event venue. Pursuant to Section 23, KunstUrhG (Art Copyright Act) recordings of event participants and visitors may be published.

Noise level for music events: Visitors are advised that permanent damage to hearing may result from the attendance at musical performances. To reduce the risk of hearing loss, we recommend the use of ear plugs or comparable hearing protection. For such events, the Event Organiser shall make visitors aware of the relevant risks in the entrance area of the Assembly Facility and will make ear plugs available to them if so requested. The provisions in the noise regulations (TA Lärm - Neighbourhood protection), the regulations of the German statutory accident insurance funds (DGUV V3 - Protection of employees) and the standard DIN 15905 Part 5 (Protection of audience) apply.

Admission bans shall apply to all current and future events held at the Assembly Facility. An admission ban will be revoked only upon a written and justified request, which shall be decided by the HCC within three months.

Hannover, 26/08/2024