



Messe und Congress Centrum  
Halle Münsterland

## General Terms and Conditions (GTC)

### Contents

§ 1 Scope of application	2
§ 2 Contracting party, organizer, decision-making representative	2
§ 3 Conclusion of the contractual relationship, contract amendments, reservations	2
§ 4 Subject of the contract	2
§ 5 Handover, careful treatment, return	3
§ 6 Charges and payments	3
§ 7 Advertising	3
§ 8 Gastronomy, merchandising, cloakroom	3
§ 9 GEMA, GVL, artist's social contribution	3
§ 10 Liability of the organizer, insurance	4
§ 11 Liability of MCC Halle Münsterland	4
§ 12 Cancellation, termination, resignation	4
§ 13 Force majeure	5
§ 14 Offset and retention rights	5
§ 15 Place of performance, applicable law, jurisdiction	5
§ 17 Final provisions	6

# General Terms and Conditions

## § 1 Scope of application

1. These General Terms and Conditions (GTC) of Messe und Congress Centrum Halle Münsterland GmbH (hereinafter referred to as "MCC Halle Münsterland") apply to the provision of event spaces, halls and rooms of MCC Halle Münsterland (hereinafter referred to as "Venue"). They also apply to the provision of event-related works and services during events as well as to the provision of mobile equipment and technology.

2. These GTC apply to natural persons (hereinafter referred to as private individuals), persons acting for commercial purposes, legal entities under private and public law and to special funds under public law (hereinafter referred to as companies). With regard to companies, these GTC also apply to all future contractual relationships - including those that are repeated over several years.

3. Additional contractual terms and conditions, or contractual terms and conditions that vary therefrom, of the event organizer apply only if MCC Halle Münsterland has explicitly accepted them in writing. If contractual provisions to the contrary are agreed with the organizer that differ from these GTC, such individual agreements always have precedence over the corresponding provision within the GTC and within the safety and fire protection regulations.

## § 2 Contracting party, organizer, decision-making representative

1. The contractual partners are MCC Halle Münsterland and the organizer designated in the contract. If the organizer is carrying out the event for a third party (e.g. as an agency), it must disclose this to MCC Halle Münsterland and name the third party to MCC Halle Münsterland in writing, at the latest at the conclusion of the contract. The organizer, as contractual partner of MCC Halle Münsterland, remains responsible for all obligations incumbent upon the "organizer" per the wording of these GTC. A change of organizer or a paid or unpaid transfer of the venue in whole or in part to a third party requires the express written consent of MCC Halle Münsterland.

2. Prior to the event, the organizer must name to MCC Halle Münsterland in writing a decision-making representative in charge of managing the event who, at the request of MCC Halle Münsterland, will perform the functions and tasks of event director in accordance with the North Rhine-Westphalia Regulation on the Construction and Operation of Special Buildings (Nordrhein-Westfälischen Verordnung über den Bau und Betrieb von Sonderbauten - SBauVO).

3. Non-performance of the obligations incumbent on the organizer under these GTC may lead to the restriction or cancellation of the event.

## § 3 Conclusion of the contractual relationship, contract amendments, reservations

1. Verbal, electronic or written reservations for a specific event date only keep the option open to subsequently conclude a contract. They are only assigned for a limited period of time and are non-binding with regard to the subsequent conclusion of the contract. They end no later than the expiry of the (return) deadline stated in the reservation or in the contract (return). There is no entitlement to extend an expiring option. Reservations and event options are not transferable to third parties. The repeated

execution of an event or the repeated provision of rooms and spaces on certain dates do not create any rights for the future, unless such an individual regulation has been included in the contract.

2. Event contracts must be concluded in text form and signed by both parties to be valid.

3. If MCC Halle Münsterland sends the organizer unsigned copies of a contract proposal, the contract will only be considered as being concluded when the organizer signs two copies, sends them to MCC Halle Münsterland within the return period specified in the contract and receives back a countersigned copy of the contract. The offer and the signed contract copies may be transmitted electronically or by post.

4. If any amendments or additions to the contract are made in relation to the performance of the contract, the text form requirement is deemed to have been met if the respective declaration is transmitted in electronic form or by fax and confirmed by the other party. Verbal agreements must be confirmed in the same manner immediately in text form. Near-term requirements and the assembly of media and event facilities can also be confirmed by a handover protocol.

## § 4 Subject of the contract

1. Subject of the contract is the provision of areas and rooms within the designated venue for the purpose of use stated by the organizer as well as the provision of event-accompanying services. The venue is provided on the basis of authorised emergency access routes and seating plans, which the organiser may view at any time. New organizer layouts, or those deviating from already approved plans, must be submitted to the competent building authority in good time before the event (at least 6 weeks in advance) for approval. The organizer bears the costs and risks of official approvability.

2. The organizer has a limited right of use to general traffic areas, paths, toilets, cloakrooms, and entrance areas for the duration of its event. In particular, the organizer must tolerate the shared use of these areas by third parties. If several events take place in the venue at the same time, each organizer must behave in such a manner, as far as possible, that no mutual disturbance of the other event occurs respectively. The organizer has no contractual claim to another organizer's event being restricted.

3. Functional rooms and areas in the venue, such as workshop areas, technical rooms and offices, are not part of the contract and are not provided to the organizer, unless otherwise stipulated in the contract or in an annex to the contract. This also applies to all wall and building surfaces as well as to windows, ceilings and wall surfaces outside the venue, in particular in general circulation areas and the entrance areas.

4. A change in the event title, the event time frame, the type of event, agreed event content, purpose of use or a change of the contracting party as well as any kind of "third party leasing" (e.g. sub-letting for a fee or free of charge) requires the prior written consent of MCC Halle Münsterland. Consent can be refused with no explanation. Approval is only possible if MCC

# General Terms and Conditions

Halle Münsterland's interests are not affected, in particular with regard to existing or planned events.

## § 5 Handover, careful treatment, return

1. If the organizer has no objections at the handover of the venue and its facilities, they shall be deemed to have been accepted without fault, unless they are hidden defects. If the organizer notifies the organizer of any existing damage during the handover, this must be recorded in writing and will be taken into consideration upon return. Both sides may request the handover of a written handover protocol. If the organizer determines damage at a later date or if it or its visitors cause damage, it is obligated to notify MCC Halle Münsterland immediately.

2. Function rooms/spaces/facilities and/or technology must be returned in perfect condition, or at least in the condition in which they were taken over. All objects, structures and decorations brought in by the organizer must be completely removed and the original condition must be restored by the agreed disassembly date. The venue must be returned to MCC Halle Münsterland in a vacated condition.

3. Any necessary repairs or new acquisitions to restore the original condition caused by the event will be carried out by specialist firms at the organizer's expense. Insofar as basic cleaning is included in the user charges, only special cleaning beyond the usual degree will be arranged at the organizer's expense and invoiced to the organizer according to time and material costs.

4. The tacit renewal of the contractual relationship in case of late return is excluded. The provision of Section 545 BGB (German Civil Code) does not apply. If the organizer does not vacate the venue in time, a surcharge of 15% on top of the usual fees will be charged for each started hour. The assertion of further damage claims shall remain reserved in such a case.

## § 6 Charges and payments

1. The contractually agreed fees and payment periods are derived from the contract or an annex to the contract. Consumption-related and usage-based components are charged separately. They are listed as additional services in an annex to the contract.

2. Depending on the nature of the event, the expected number of visitors and possible safety and fire risks, in particular as a result of installations, structures, decorations or effects brought into the venue by the organizer, the organizer may incur usage-related costs due to the necessary presence of a fire safety guard, paramedics, admissions and security personnel or by technical specialists (see Section 40 SBauVO [Special Construction Regulation]).

3. MCC Halle Münsterland is entitled to demand advance payments from the organizer in the amount of the agreed fees and in the amount of the expected consumption and usage-dependent fee components. Unless otherwise contractually agreed, these must be paid to the account of MCC Halle Münsterland no later than 2 weeks before the start of the event.

4. If agreed payments are not made in due time before the event, MCC Halle Münsterland may refuse to provide the meeting venue. In this case, MCC Halle Münsterland shall also be entitled to withdraw from the contract and to claim damages for non-performance.

5. In the event of late payment, default interest in the amount of 9% above the respective base interest rate of the European

Central Bank will be due. If the organizer is a "private individual or consumer", the interest rate for the payment claim is 5% above the base rate of the European Central Bank. We reserve the right to claim higher damages for late payment.

## § 7 Advertising

1. Advertising for the event is the organizer's responsibility. Upon arrangement, MCC Halle Münsterland can undertake advertising measures for payment. It is entitled to refer to the event in the event program and on the Internet, provided that the organizer does not object. The organizer must be mentioned by name on all printed matter, posters, tickets and invitations in order to indicate that a legal relationship only occurs between the organizer and the visitor and not between the visitor and MCC Halle Münsterland.

2. Erecting and mounting advertising panels or posters at the assembly site (on walls, columns, etc.) is only permitted upon separate agreement with MCC Halle Münsterland. After the event, the organizer must immediately remove any and all approved posters and signs. The organizer bears the legal duty to maintain public safety with regard to all advertising measures it carries out on the venue grounds. This also includes the special safety obligation in stormy wind conditions.

3. The organizer irrevocably indemnifies MCC Halle Münsterland from all claims arising from the event or advertising for the event violating any third-party rights (in particular copyrights, image and naming rights, trademark rights, competition rights, privacy rights) or other statutory provisions. The indemnity obligation also extends to all dunning, court and legal costs incurred.

## § 8 Gastronomy, merchandising, cloakroom

1. The right to manage gastronomy is reserved to MCC Halle Münsterland and its contracted catering companies. The organizer is not entitled to offer food, drinks, refreshments or similar.

2. The organizer is not permitted, without MCC Halle Münsterland's prior written consent, to order businesspersons of all kinds (photographers, flower sellers, exhibitors, etc.) for its events or to become commercially active beyond the immediate execution of the event. If MCC Halle Münsterland gives its approval, a percentage of the sales revenue, which is determined separately, must be paid to MCC Halle Münsterland.

3. The management of visitor cloakrooms at public events is the responsibility of MCC Halle Münsterland. MCC Halle Münsterland decides on whether and to what extent the cloakroom will be provided for the respective event. The cloakroom fee is payable by the visitor in accordance with the posted fee. In this case, the organizer must ensure that all event visitors hand in their coats. For private events, the organizer may request that visitor cloakrooms be staffed and assume the cloakroom management costs. Unless cloakroom management is commissioned, MCC Halle Münsterland shall not be liable in the event of a loss of visitors' items stored in cloakroom areas.

## § 9 GEMA, GVL, artist's social contribution

1. The timely registration and payment of fees for the performance or reproduction of works protected by copyright through the GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte [Society for Musical Performance and Mechanical Reproduction Rights]) - or the GVL (Gesellschaft zur Verwertung von Leistungsschutzrechte mbH [Collecting society for neighbouring rights]) are the sole obligation of the organizer. MCC Halle Münsterland may demand that

# General Terms and Conditions

the organizer provide written proof of registration of the event with GEMA or GVL in good time before the event, written proof of invoicing by GEMA or GVL or written proof of payment of the fees to GEMA/GVL. If the organizer is not willing or able to prove payment of the fee, MCC Halle Münsterland may demand the payment of a security deposit from the organizer in the amount of the anticipated GEMA fees in due time until at least 14 days before the event.

2 The organizer must fulfil all obligations according to the Artists Social Security Act. It indemnifies MCC Halle Münsterland from all claims.

## § 10 Liability of the organizer, insurance

1. The organizer bears the legal duty to maintain safety in the venue for all installations and structures it brings into the venue as well as for the safe brought in by him as well as for the safe course of its event.

2. The organizer must return the venue to MCC Halle Münsterland in the condition in which it took it over from MCC Halle Münsterland. The organizer shall be liable for all damages caused by it, its assistants and vicarious agents, its guests and visitors in connection with the event according to the legal regulations.

3. The Lessee's liability also includes damages resulting in third-party events being unable to be carried out as planned or in damage caused by tumultuous riots, demonstrations, fire, panic and similar occurrences caused by the event (event-related risks).

4. The organizer indemnifies MCC Halle Münsterland against all third-party claims asserted in connection with the event insofar as these are the responsibility of the organizer, its assistants and vicarious agents, its guests or the event visitors.

5. Any fault of MCC Halle Münsterland in the occurrence of damage must be considered proportionately in its amount. The liability of MCC Halle Münsterland and the city to ensure the venue's safe building condition in accordance with Section 836 BGB remains unaffected.

6. The organizer is obligated, upon MCC Halle Münsterland's request, to take out event liability insurance with cover for individual property damage of at least 5 million euros (five million euros) and 500,000 euros (five hundred thousand euros) for financial losses and to prove this to MCC Halle Münsterland upon request. Taking out insurance does not result in a limitation of the client's liability in its amount.

## § 11 Liability of MCC Halle Münsterland

1. The no-fault liability of MCC Halle Münsterland for damages for initial defects (Section 536a paragraph 1 BGB) of the venue and its facilities is excluded. This does not affect the claim for a reduction of fees due to defects, insofar as the MCC Halle Münsterland is notified of the defect, if this defect is apparent, or of the intention of reduction during the period in which the venue is provided.

2. MCC Halle Münsterland assumes no liability in the event of loss of items, equipment, structures or other valuables brought in by the organizer, unless a pecuniary or special custody agreement has been made.

3. MCC Halle Münsterland's liability for simple negligence is excluded, as far as no material contractual obligations are violated.

4. In case of a breach of essential contractual obligations (cardinal obligations), MCC Halle Münsterland's liability for damages in cases of simple negligence shall be limited to the foreseeable, contract-typical, direct average damage according to the type of agreement. Among cardinal obligations are those, the fulfilment of which renders possible a correct execution of the contract, and on the adherence to which the contractual partner regularly relies and can rely, i.e. the essential contractual obligations.

5. Insofar as liability is excluded or limited according to the provisions of these General Terms and Conditions, this shall also apply to MCC Halle Münsterland's assistants and vicarious agents.

6. The above exclusions and limitations of liability shall not apply to culpable injury to life, limb or health of persons and in the case of the express assurance of attributes.

## § 12 Cancellation, termination, resignation

1. If the organizer does not carry out the event at the agreed time for a reason for which MCC Halle Münsterland is not responsible, then the organizer is obligated to compensate for the agreed usage fee. The same applies if the organizer withdraws from the contract or terminates it without notice unless it is entitled to an individually agreed or mandatory statutory right of termination or withdrawal. In the event of cancellation or withdrawal, the cancellation shall amount to

- up to 12 months before start of use 30%
- up to 6 months before start of use 50%
- up to 3 months before start of use 75%
- thereafter 90%

of the agreed usage fees. Cancellation or withdrawal must be submitted in writing and must be received by MCC Halle Münsterland within the specified deadlines.

2. Costs incurred as a result of the cancellation of the event for services already commissioned by third parties (security service, medical service, fire brigade, cloakroom staff, technology, etc.) must be reimbursed by the organizer in individual cases subject to documentary evidence thereof, unless these costs are included and listed in the usage fees in accordance with Section 1.

The organizer is at liberty to prove that no or significantly lower damage occurred or the expenses are lower than the demanded cancellation fee.

4. If MCC Halle Münsterland has suffered a greater loss, MCC Halle Münsterland shall be entitled to demonstrate the damage in the appropriate amount instead of the lump-sum cancellation fee and to demand compensation from the organizer.

5. If MCC Halle Münsterland succeeds in renting the venue to a third party for consideration, the compensation pursuant to clause 1 shall remain, provided the transfer to the third party was also possible on another event date.

# General Terms and Conditions

6. The MCC Halle Münsterland is entitled to extraordinarily terminate the contract or to withdraw from the contract in the event of a breach of essential contractual obligations, in particular, if:

- a) the payments to be made by the organizer (fees, security) are not paid or not paid on time,
- b) the purpose of use or agreed event content specified in the contract are changed without the consent of MCC Halle Münsterland,
- c) the organizer grants the venue to a third party as an organizer free of charge or for payment without MCC Halle Münsterland's consent,
- d) the permits and/or permissions required to carry out the event have not been granted or proven,
- e) the organizer has violated statutory regulations, in particular legal regulations pertaining to places of assembly,
- f) the organizer concealed in the contract upon conclusion thereof, in particular when specifying the purpose of use, that the event was being carried out by a "radical, political, religious or pseudo-religious" association or that the event had a corresponding content
- g) the conclusion of the contractually required liability insurance is not proven,
- h) the organizer concealed upon conclusion of contract, in particular when specifying the purpose of use in the contract, that the event is political or (pseudo) religious.

7. If the MCC Halle Münsterland makes use of its right of withdrawal for one of the reasons stated in Section 6, the entitlement to payment of the agreed fees shall remain, but the MCC Halle Münsterland must offset expenses saved.

8. MCC Halle Münsterland is obligated to set a deadline under the threat to refuse performance vis-à-vis the organizer prior to giving notice of termination or withdrawal, insofar as the organizer, taking into account the overall circumstances, is in a position to immediately eliminate the reason for withdrawal or extraordinary termination.

## **§13 Force majeure**

1. Force majeure is an external event that has a massive effect on the contractual relationship, which is unpredictable according to human understanding and experience, could not be prevented or made harmless by economically feasible means even by the utmost care that can reasonably be expected in such circumstances.

2. If an event cannot be held on the agreed date due to force majeure, both parties shall be entitled to withdraw from the contract, provided that no agreement can be reached about the postponement of the event.

3. In the event of withdrawal or rescheduling, the organizer shall remain obligated to compensate for expenses already incurred on the part of the operator. The expenses include the costs for external services that have already been commissioned as well as the costs incurred by the operator to prepare for the execution of the event. Regardless of their actual amount, these costs may be compensated at a flat rate of up to 25% of the agreed fees, unless the organizer objects. If the costs are billed according to actual expenditure, there is no limit to the amount. In addition, both contracting parties shall be released from their payment and performance obligations.

4. The number of visitors present as well as the absence of speakers, lecturers, artists and other participants in the event

fall within the organizer's sphere of risk. The latter also applies to external occurrences that have an impact on the event, such as demonstrations and threats, which are usually influenced by the type of event, its content and the media perception of the event. It is recommended that the organizer take out interruption and cancellation insurance for its event if it wishes to cover the related financial risks accordingly.

5. The regulations according to Sections 1 to 4 shall apply accordingly if the event cannot be carried out or can only be carried out to a limited extent as a result of an acute pandemic situation in accordance with the Infection Protection Act (Infektionsschutzgesetz) and the ordinances or official orders based thereon.

6. Clause 5 shall not apply if the organizer can claim state or municipal economic aid or default insurance.

## **§ 14 Offset and retention rights**

The organizer only retains offset and retention rights vis-à-vis MCC Halle Münsterland if its counterclaims have been legally established, are uncontested or acknowledged by MCC Halle Münsterland.

## **§15 Place of performance, applicable law, jurisdiction**

1. The place of performance for all claims arising from the contract is Münster. The law of the Federal Republic of Germany applies.

2. If the organizer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is agreed to be Münster.

## **§ 16 Data processing, data protection**

1. MCC Halle Münsterland provides the organizer with the property specified in the contract to carry out events and provides event-related services through its own employees as well as through commissioned service providers. For the fulfilment of the contractually agreed business purposes, the personal data transmitted by the organizer to MCC Halle Münsterland is processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG). For its part, the organizer is obligated to inform all data subjects whose data is transmitted to the MCC Halle Münsterland in the course of the planning and implementation of the event, about the purposes specified in sections 1 to 5.

2. Service providers for event-related services receive personal data of the organizer and its decision-making representatives from MCC Halle Münsterland to perform their services, insofar as this is necessary for the performance of the contract or is in accordance with the legitimate interests of the organizer pursuant to Art. 6 para. 1 (f) GDPR. In addition, MCC Halle Münsterland uses the organizer's data for mutual information and communication before, during and after an event as well as for its own event-related offerings.

3. Personal data of the organizer, the event director and its decision-making representatives may also be transmitted to the competent departments/authorities, in particular the police, the fire brigade, the public order office and the medical and ambulance service, in order to coordinate the security concept for the event.

4. MCC Halle Münsterland reserves the right to use the data of the organizer and its designated decision-making

# General Terms and Conditions

representatives in addition to the purposes mentioned in clauses 1 to 3 for its own marketing and to send its advertising. The data subject has the right to object at any time to the processing of personal data for the purposes of marketing and advertising. In that event, the personal data shall no longer be processed for these purposes. The objection can be made in any form and should be sent as an email to [info@mcc-halle-muensterland.de](mailto:info@mcc-halle-muensterland.de) if possible.

5. MCC Halle Münsterland processes and stores all personal data that it receives from the organizer for as long as is required for the fulfilment of the contractual and legal obligations. This data is usually deleted by the MCC Halle Münsterland after 5 years in compliance with tax and commercial law, provided that the business relationship is not continued.

6. Should a data subject not agree with the storage or use of their personal data or if such data is inaccurate, then with

appropriate notice, MCC Halle Münsterland will delete or block the data or make the necessary corrections. On request, the data subject will receive, at no cost to them, information about all personal data that MCC Halle Münsterland has stored about them.

## **§ 17 Final provisions**

If any provision of this contract is or becomes wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced with a valid and enforceable one that most closely reflects the economic objective pursued by the contractual parties in the invalid or unenforceable provision. This applies accordingly in the event that the contract proves to be incomplete.