ELBPHILHARMONIE
& LAEISZHALLE
HAMBURG

GENERAL TERMS AND CONDITIONS FOR THE RENTAL OF THE LAEISZHALLE

Last updated: 1 July 2016

1. Validity

The following General Terms and Conditions apply to all rental contracts between the hirer (Lessee) and the Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH (Lessor) for the halls and spaces of the Laeiszhalle Hamburg. The offers and services of the Lessor are made exclusively on the basis of these conditions. The Lessee's General Terms and Conditions of Business do not apply.

2. Reservation and Conclusion of Contract

2.1. Reservation requests for the renting of halls and spaces must be confirmed in writing by the Lessee within one month after written confirmation from the Lessor has been provided, unless otherwise specified in the reservation confirmation provided by the Lessor. Otherwise, the reservation will be cancelled.

2.2. A legally binding rental agreement shall only be valid once both parties have signed the rental contract. The Lessee must sign the rental contract sent to him/her and return it to the Lessor within 14 days, unless otherwise stated in the rental agreement. If the Lessor does not receive the returned contract within the specified period, the reservation will be cancelled.

3. Subject of the Rental Agreement

3.1. Rights and obligations of the parties result from

- the written rental contract, including the annexes
- the General Terms and Conditions for Rental
- the price list for rentals and services at the Laeiszhalle
- the house regulations

3.2. The Lessee specified in the contract shall be the promoter of the event to be held in the rented premises and shall bear the obligations resulting from this for the carrying out of the event.

3.3. The tangible rental object is defined in the rental agreement. This is handed over to the Lessee ready for use, i.e. the event space and the ancillary rooms required for use are handed over with certain basic equipment, including accompanying personnel and technical services provided by the Lessor. Individual details are regulated by the rental contract.

3.4. If the Lessee wishes to make additional use of further facilities or other services, they must obtain the written consent of the Lessor before making use of them. This additional agreement becomes part of the rental contract. The costs incurred for this shall be charged in accordance with the price list or by agreement.

3.5. Subletting or relinquishment of all or part of the subject of the contract is not permitted.

4. Handover and Use of the Rental Property

4.1. The Lessee may only use the rooms within the scope of the purpose and scope agreed in the rental contract. The Lessor must be informed immediately of any significant changes in the line-up or programme.

4.2. The rental object is only rented for the period agreed in the rental contract. The Lessee is obliged to vacate the rented premises in full at the contractually agreed time of termination. Any overrun of the rental period is subject to the Lessor's consent and will be charged according to the prices valid at the time of the event.

4.3. The Lessor shall be free to use other spaces during the event, taking into account the Lessee's legitimate interests. When renting the Grand Hall for rehearsals, the rental shall take place under the restrictive condition that the Lessor can conduct guided tours of the hall during the rental period. Guided tours of the hall will not take place in the hall area close to the stage or on the stage and will be conducted in accordance with the legitimate interests of the Lessee. If the rooms and spaces are rented for rehearsals that do not take place in connection with an event on the same day, they shall also be rented subject to the restrictive condition that equipment from another event may have already been set up at the rehearsal location. Claims of the Lessee in accordance with §§ 536 et seq. of the German Civil Code (BGB) are excluded with regard to the above provisions.

4.4. The Lessee shall inspect the rooms and facilities provided to him/her immediately after handover and notify the Lessor of any defects immediately. Otherwise, these rooms and facilities shall be deemed to have been accepted by the Lessee as free of defects.

4.5. The Lessee shall treat the rooms, including the inventory and technical equipment, as well as any instruments provided to him/her, with care and return them in the condition they were accepted at the end of the rental period. Technical equipment may only be operated after instruction from the Lessor's personnel; this also applies to connections to the premises' mains electricity supply.

4.6. Any nailing, dowelling, gluing or similar means of attaching any material or objects to the rented premises is not permitted.

The Lessee may only bring in his/her own material for the event (e.g. technology, equipment, furnishings, props and decorations) if this has been agreed in writing beforehand.

The material or objects brought in must be in perfect condition and must comply with state-of-the-art technology, in particular with regard to applicable safety regulations (see also Clause 6). Permits and exception certificates must be submitted to the Lessor prior to the start of the event. The Lessor reserves the right to have the objects brought in, as well as any personnel employed by the Lessee to operate the equipment, inspected by its qualified technical personnel.

4.7. The personnel of the Lessor and the persons appointed by it shall be granted access to the premises used at all times.

4.8. For the purpose of monitoring the technical operating procedures, the stage areas in the halls are monitored by video cameras. The images are not saved.

4.9. If the premises provided should become excessively soiled in connection with the event, the Lessor shall be entitled to charge the Lessee for the costs of any special cleaning.

4.10. It is generally not possible to store larger instruments or instrument cases outside the day of use. The Lessee is obliged to inquire with the Lessor about the delivery and storage possibilities before concluding the rental contract, but at the latest before holding the event.

5. Rental Fees and Payment Terms

5.1. The rental fee agreed in the rental contract covers only the services mentioned therein, including the ancillary services which are to be included in the rent. All other services, including but not limited to exceeding the rental period or additional use of services, shall be charged separately, if applicable, only after the event has taken place.

5.2. The prices stated in the price list valid at the time of the event shall apply in principle to the services rendered by the Lessor. The prices are quoted exclusive of the statutory value added tax applicable at the time of the event. If no price list for the time of the event is available at the time of conclusion of the rental agreement, the current prices for the rental and other contractually agreed services shall be estimated and quoted. However, the Lessor shall be entitled to charge the Lessee for services rendered at the prices valid at the time of the event. This does not apply only if the then valid prices mean an increase of more than 10% within a period of more than 24 months between the conclusion of the contract and the event.

5.3. The rental fee is due at the latest four weeks before the beginning of the event, unless the rental contract contains any deviating provisions. A final invoice will be delivered at the latest 14 days after the event. It includes the agreed rental fee, as well as any increases in accordance with Clause 5.2. and any other costs incurred as a result of the event and is payable without deductions at the latest 14 days after the invoice date.

5.4. The Lessee may only offset claims of the Lessor against undisputed or legally established claims.

6. Promoter (Lessee) Obligations

6.1. The Lessee bears the entire risk of the event including its preparation and handling within the scope of its obligations as the promoter. In this context, the Lessee is responsible for the proper and trouble-free running of his/her event. In this respect, the Lessee must take all necessary safety measures and, in carrying out the event, observe and comply with the statutory regulations and requirements applicable to the rental object (in particular the German Assembly Area Ordinance regulations – Versammlungsstättenverordnung) and other safety regulations (e.g. fire protection guidelines, technical regulations and accident prevention regulations).

6.2. The Lessee must appoint and make known to the Lessor an authorised Event Manager, who carries responsibility on behalf of the Lessee and must be permanently available during the event as well as during the rehearsal, setting up and dismantling periods (get-in and get-out). The Lessee's Event Manager is responsible for compliance with the contractual provisions, in particular the safety regulations. If the Lessee, with the Lessor's consent, brings his/her own equipment into the rented premises, he/she shall also name to the Lessor a person responsible, who has the qualifications required for the use of the equipment.

6.3. Within the scope of his/her duties as the promoter, the Lessee guarantees that entrances and stairways, emergency exits and escape routes as well as access and detours for the fire brigade and emergency doctors are unobstructed and not constricted.

6.4. The valid maximum number of visitors to the rented premises may not be exceeded.

6.5. The use of open light, fire or flammable substances is not permitted. The Lessee must comply with the house regulations, and observe and enforce the smoking ban in the entire premises and on the stage.

6.6. The Lessee must observe the applicable noise protection regulations and other technical regulations, in particular DIN 15905 Part 5, and ensure that no electro-acoustic noise levels are generated that could damage the health of visitors, personnel or other persons present.

6.7. The appointment of event services which go beyond the services of the security service provided by the Lessor (entrance control and cloakroom personnel, ushers) (e.g. fire security service, security service) shall be arranged by the Lessor at the expense of the Lessee, unless otherwise agreed.

6.8. If special measures are required by the responsible authorities due to the nature of the event, the Lessee shall bear the costs incurred as a result.

6.9. The Lessee must obtain the official permits, permissions, registrations, etc. required for the event in good time at their own expense and provide the Lessor with proof of these without being asked.

6.10. The Lessor may refuse to place or install or hang up materials and objects, irrespective of official approvals, if there are deemed to be special reasons for doing so.

6.11. The Lessee shall indemnify the Lessor against any claims of third parties, which are based on a violation of the obligations to be met in accordance with the aforementioned clauses.

7. Permits / Rights / Indemnification

7.1. The Lessee must make the necessary registrations regarding the works to be shown or performed, in particular with the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA), the Gesellschaft zur Verwertung von Leistungsschutzrechte (GVL), the tax office, the artist's social insurance and all other relevant institutions at his/her own expense, and must bear the costs of any taxes, fees, contributions and royalties.

7.2. The Lessee must obtain all necessary approvals (e.g. according to the copyright law) at his/her own expense.

7.3. The Lessee shall indemnify the Lessor against all claims of third parties, which are based on a violation of the obligations set out in Clauses 7.1. and 7.2.

8. Photography / Film, Video and Sound Recordings

8.1. The recording of events on sound and/or image carriers (photo, video, film, data storage, etc.) without prior written permission of the Lessor is strictly prohibited.

8.2. The remuneration to be paid for this is set out in the price list. The costs shall also be charged in the event of unauthorised recording; any further claims shall remain unaffected.

9. Seating Plan / Staff Seating / Wheelchair Spaces

9.1. The seating plans applicable to the rented premises may not be changed.

9.2. In the respective seating plan for each hall or room, the staff seating (Dienst- und Direktionsplätze) that is marked for personnel of the Lessor is not available for sale by the Lessee. With seating plans that do not have staff seating marked on them, the Lessor must be contacted by the Lessee to enquire about their location for the respective event.

9.3. The Lessee undertakes to offer only those seats to wheelchair users (Rollstuhlfahrerflächen) and their accompanying persons (Begleiterplätze Rollstuhlfahrer), which are marked for this purpose in the respective seating plan.

10. Ticketing

At the Lessee's request, the Lessor shall be responsible for the operation of the sale of the tickets in advance and at the box office (separate calculation according to separate price list). If the Lessee is responsible for sales themselves, the Lessee shall ensure that an appropriate quota is available for advance sale via the Lessor's distribution channels.

11. Cloakroom

The cloakrooms are operated by the Lessor or by third parties commissioned by the Lessor, the use of which is subject to a charge for visitors.

12. Advertising / Sponsoring

12.1. The placing of any kind of advertising for or on behalf of the Lessee in or at the rented object requires the prior written consent of the Lessor.

12.2. The Lessor shall place a reference to the event in its usual announcement media at his/her own expense, stating the title, the artist(s), the date(s) of the event and the ticket prices. The Lessee must provide the Lessor with the information required for publication no later than three months before the month of the event (»editorial deadline«). Any changes or additions to the event data communicated after the editorial deadline can no longer be taken into account in the Lessor's print media.

The logo of »Elbphilharmonie and Laeiszhalle Hamburg«, »Laeiszhalle Hamburg« or any other typographical design similar to this logo may not be used on event announcements and in other advertising material of the Lessee when indicating the event location, unless the Lessor has approved this in writing in advance.

The venue shall be described as follows:

- Laeiszhalle Grand Hall (Großer Saal)
- Laeiszhalle Recital Hall (Kleiner Saal)
- Laeiszhalle Brahms Foyer
- Laeiszhalle Studio E

12.3. The Lessee is not entitled to permit traders to operate within the rented object or to become commercially active him- or herself, insofar as the activity is not directly connected with the event being held.

12.4. The Lessee is not entitled to permit advertising by third parties (sponsors, sponsoring references) in and at the venue. Exceptions require the prior written consent of the Lessor. The Lessor is entitled to charge the costs for this according to the price list.

12.5. The Lessee is aware that sponsors of the Elbphilharmonie and Laeiszhalle Hamburg appear in and at the venue. The presentation of the materials relating to the sponsors must be accepted by the Lessee and may not be changed or impaired in terms of visibility.

13. Food & Drinks / Catering

13.1. The entire gastronomic management for events of all kinds is carried out exclusively by the Lessor's contractual partner. Bringing in your own drinks and food is strictly forbidden. Artist catering is excluded from this.

13.2. In addition to the standard offer, special catering requirements or a more comprehensive catering offer, e.g. for receptions held after the event, must be negotiated directly between the Lessor and the Lessee as individual contracts.

14. Domiciliary Rights / Authority of Direction

14.1. The Lessor shall be entitled to domiciliary rights in all parts of the premises and the open spaces belonging to the leased object, insofar as this is not entitled within the framework of the contractual agreements made with the Lessee.

14.2. The Lessor shall also exercise the right of domicile, if necessary, by third parties commissioned by the Lessor, taking into account the legitimate interests of the Lessee. The instructions of the persons exercising the right to domiciliary rights must be strictly followed. The Lessor and the third parties commissioned by it shall be granted access to the subject matter of the contract at all times.

14.3. Irrespective of the obligations of the Lessee in accordance with Clause 6, the Lessor shall, as part of its responsibility as the operator on the venue, have qualified personnel supervise compliance with the safety-related regulations, in particular, if necessary, at the expense of the Lessee (see price list). In particular, the Lessor shall be entitled to require a detailed description of the equipment and systems or other materials brought in by the Lessee after approval and to refuse the deployment of the Lessee's employees and agents if there are justified doubts about their abilities or reliability (e.g. due to alcohol consumption). The liability of the Lessee remains unaffected by this.

15. Insurance

15.1. The Lessee is obliged to take out sufficient liability insurance to cover the liability risks arising for him/her as promoter of the event he/she has organised.

15.2. The subject of the insurance is the legal liability of the Lessee as the promoter, including all preparatory and follow-up work for the event, including the risk arising from the rental of the Lessor's premises and the personal liability of the persons entrusted with the preparation and execution of the event. The insurance must have the following minimum coverage:

a) €5,000,000 for personal injury, property damage and financial loss in individual cases,
b) €5,000,000 for damage to rooms and buildings caused by fire/explosion in individual cases,
c) €250,000 for other damage to rented property in individual cases

15.3. The proof of insurance must be presented to the Lessor at least four weeks before the event.

16. Liability

16.1. The Lessee shall be liable for the objects brought in by him/her, as well as for all personal injury and damage to property caused by him/her, his/her representatives, guests or other third parties who come into contact with the rented object at his/her instigation in connection with the event and shall indemnify the Lessor from claims for damages by third parties in this respect. Insofar as such damage or its removal hinders further use of the space, the Lessee shall also be liable for the loss of rental fees resulting there from. The further legal liability of the Lessee remains unaffected by this.

16.2. The Lessor is liable within the framework of the statutory provisions in each case without limitation for damages

a) from injury to life, limb or health,
b) due to an intentional or grossly negligent breach of duty by the Lessor or a legal representative or vicarious agent,
c) due to the absence or loss of a warranted quality.

16.3. The Lessor shall also be liable, in a limited manner, for the replacement of the foreseeable loss typical for this type of contract, for such damage that is based on a slightly negligent breach of cardinal obligations or essential contractual obligations by the Lessor or one of its legal representatives or vicarious agents.

16.4. For other damages due to slightly negligent conduct, the Lessor is liable for each case of damage limited to five times the hall rental fee.

16.5. Liability according to the Product Liability Act (Produkthaftungsgesetz) remains unaffected.

16.6. The Lessor shall not be liable for impairments due to force majeure (e.g. thunderstorms).

16.7. Any liability of the Lessor going beyond the aforementioned liability is excluded, this applies in particular also to any liability independent of fault for initial defects of the leased property according to § 536a paragraph 1 of the German Civil Code (BGB) because of defects which were already present at the time of the conclusion of the contract.

17. Termination / Cancellation of the Event

17.1. The right of the contract parties of an ordinary termination of the rental contract is excluded.

17.2. The Lessor is entitled to terminate the contract for good cause without notice. If the important reason consists in the violation of an obligation arising from the rental contract, the Lessor will warn the Lessee before giving notice of termination or set him/her a reasonable period of time to remedy the situation. This is not necessary if the Lessee expressly refuses to remedy the defect, if a deadline had been set for the obligation or special circumstances justify immediate termination.

An important reason shall be deemed to exist, in particular, if

- the Lessee does not meet his/her payment obligations in due time;
- the Lessee does not provide the required proof of insurance (cf. Clause 15.3.);
- the intended event is to be feared to interfere with public safety and order or if the event violates applicable laws or could significantly impair the Lessor's reputation;
- the permits required for the event are not provided on time, not granted or withdrawn;
- the Lessee makes incorrect statements in the contract, in particular concerning the type and execution of the event.

17.3. If the Lessor makes use of its right to terminate the contract without notice or if the Lessee does not carry out the event for reasons for which the Lessor is not responsible, the Lessee remains obliged to pay the agreed rental fee. This includes, in particular, the case where the event is cancelled due to the prevention by artists or other protagonists who are not in a contractual relationship with the Lessor. If the Lessor has incurred higher costs or if it has entered into obligations that it was entitled to justifiably incur, the Lessee is obliged to compensate accordingly. Claims for damages by the Lessee are excluded. The Lessor is obliged to take into account what it obtains from any other possible rental. However, it is entitled to demand cancellation fees of 10% of the agreed rental fee for its increased expenses from the Lessee.

17.4. If the use of the rental object or the execution of the event is not possible due to force majeure (e.g. storm, industrial action), each contracting party shall bear its own costs incurred up to that point. If the Lessor has already entered into obligations on behalf of the Lessee or has incurred expenses, the Lessee shall be obliged to compensate the Lessor.

17.5. Cancellation of individual services already booked before the event is only possible in writing. In this case, Clause 17.4. sentence 2 applies accordingly.

18. Other

18.1. German law applies.

18.2. The place of performance for all obligations arising from the rental contract and the place of jurisdiction for all disputes arising from or in connection with the rental contract is Hamburg.

18.3. If individual provisions of these General Terms and Conditions are or should become invalid in whole or in part, all other provisions shall remain legally effective according to the will of the contracting

parties. In this case, the invalid provision shall be replaced by a provision that comes closest to the will of the parties in a legally permissible manner.