



**ELBPHILHARMONIE**  
H A M B U R G

## **GENERAL TERMS AND CONDITIONS FOR HIRE OF ELBPHILHARMONIE HAMBURG**

Last updated: 13 September 2024

[For the purpose of better readability, the simultaneous use of the male, female and other (m/f/o) linguistic forms as well as plurals is dispensed with. All references to persons apply equally to all genders.]

### **1. Validity**

The following General Terms and Conditions apply to all hire agreements between the hirer (Lessee) and the Elbphilharmonie und Laeiszhalle Betriebsgesellschaft mbH (Lessor) for the halls and spaces of the Elbphilharmonie 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 hiring of halls and spaces must be confirmed in writing by the Lessee within 30 days 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 hire agreement shall only be valid once both parties have signed the hire agreement. The Lessee must sign the hire agreement sent to him and return it to the Lessor within 14 days, unless otherwise stated in the hire agreement. If the Lessor does not receive the hire agreement within the specified period, the offer of contract and the reservation will be cancelled.

### **3. Subject of the Hire Agreement**

- 3.1. Rights and obligations of the parties result from
  - the written hire agreement, including the annexes
  - the General Terms and Conditions for Hire of Elbphilharmonie Hamburg
  - the price list for hiring and services at the Elbphilharmonie
  - the house regulations
- 3.2. The Lessee specified in the hire agreement shall be the promoter/organiser of the event to be held in the hired premises and shall bear the obligations resulting from this for the carrying out of the event.
- 3.3. Subletting or relinquishment of all or part of the subject of the agreement is not permitted.

### **4. Food & Drinks / Catering**

- 4.1. All catering services for events of all kinds is carried out exclusively by the Lessor's contractual partner. Bringing in of own drinks and food is strictly forbidden.
- 4.2. In addition to the standard offer, special catering requirements or a more comprehensive catering service, e.g. for receptions held after the event, must be negotiated directly between the Lessor and the Lessee as individual agreements.

### **5. Domiciliary Rights / Lessor's Directive Authority**

- 5.1. The Lessor shall be entitled to domiciliary rights in all parts of the premises and the open spaces belonging to the hired object, insofar as this is not entitled within the framework of the contractual agreements made with the Lessee.
- 5.2. 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 hire agreement at all times.

## **6. Photography / Film, Video and Audio Recordings**

- 6.1. 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. In the case of permission by the Lessor, the particulars for the recording and use of the recordings shall be stipulated.
- 6.2. The remuneration to be paid for the settlement of the house regulations is set out in the agreements in conjunction with the price list. The costs shall also be charged in the event of unauthorised recording; any further claims shall remain unaffected.

## **7. Liability**

- 7.1. The Lessee shall be liable for the objects brought in by it, as well as for all personal injury and damage to property caused by it, its representatives, guests or other third parties who come into contact with the hired object at its 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 thereby resulting loss of rental fees. The further legal liability of the Lessee remains unaffected by this.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. Liability according to the Produkthaftungsgesetz (Product Liability Act) remains unaffected.
- 7.6. The Lessor shall not be liable for impairments due to force majeure (thunderstorms, flooding, for example).
- 7.7. 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 hired 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 hire agreement.

## **8. Termination / Cancellation of the Event**

- 8.1. The right of the contract parties of an ordinary termination of the hire agreement is excluded.
- 8.2. The Lessor is entitled to terminate the agreement for good cause without notice. If the important reason consists in the violation of an obligation arising from the hire agreement, the Lessor will warn the Lessee before giving notice of termination or set it 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.



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

- the Lessee does not fulfil its obligations as promoter/event organiser;
- the Lessee does not meet its payment obligations in due time;
- the Lessee does not provide the required proof of insurance;
- the intended event is to be feared to interfere with public safety and order or if the event violates applicable laws;
- the intended event could significantly impair the Elbphilharmonie's reputation as a concert venue;
- the permits required for the event are not provided on time, not granted or withdrawn;
- the Lessee makes incorrect statements in the hire agreement, in particular concerning the type and execution of the event.

- 8.3. 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 hire 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 hire. However, the Lessor is entitled to demand cancellation fees of 10% of the agreed hire fee for its increased expenses from the Lessee.
- 8.4. If the use of the hired object or the execution of the event is not possible due to force majeure (e.g. storm, flooding, 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.
- 8.5. Cancellation of individual services already booked before the event is only possible in writing. In this case, Clause 8.3. sentence 3 applies accordingly.

## **9. Other**

- 9.1. German law applies.
- 9.2. The place of performance for all obligations arising from the hire agreement and the place of jurisdiction for all disputes arising from or in connection with the hire agreement is Hamburg.
- 9.3. 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.