

## **TERMS AND CONDITIONS OF PAYMENT AND USAGE FOR EVENT VENUES AND SERVICES PROVIDED BY THE UNIVERSITY**

### **PREAMBLE**

UNiversaal offers the entire range of event management solutions for internal and external users provided by UNiversaal as one supplier: venue allocation, consultancy service, planning and carrying out academic conventions, conferences, celebrations and other similar events.

UNiversaal stands for management and coordination of services provided in several (specialized) areas of activity. It offers the combined performance of university departments and services of external providers, hereby creating an overall product, supervising the performance in due time and managing the entire invoicing for the customers.

Within this portfolio, all services provided by UNiversaal are divided into "basic services" and "additional services".

Internal university customers are not charged for **basic services**, which are defined as services for carrying out internal administrative and/or academic events within the following scope:

- allocation of venue in form of lecture halls and seminar rooms (refer to terms and conditions of payment, point 1.d)
- media equipment (analogous to media console)
- deployment of personnel within the scope of basic services and during the official working hours
- consultation on planning and carrying out events.

**Additional services** are understood as all services, which are not covered by or which do exceed the scope of basic services (see terms and conditions of payment, point 2.). A customer will be invoiced for all additional services.

When using additional services, **internal university users** carrying out administrative and/or academic events are charged only 33% of additional costs for these services, as long as they do not intend to gain revenue from the event being organized (i.e. conference fees) and as long as they do not cooperate financially with external partners (fundraising etc.).

**External customers'** prices cover all expenses arising and are market oriented. If external customers cooperate with internal university users, they are still subjects of paying the same fees as if they were using the venues and services on their own.

In spite of this definition, special arrangements can be made as an exception from our terms and conditions, in case there is a public interest or any special interest of Ruhr-Universität Bochum (RUB) in carrying out a certain event. For reasons of neutral party-political treatment, we do not allow political events organized at all.

### **TERMS AND CONDITIONS OF PAYMENT**

#### **1. Venue lump sums**

Lump sums (flat rates) for using the university as a venue are calculated on a daily basis. These lump sums contain:

- rent & energy cost
- basic cleaning
- technical equipment pre-installed in the rooms
- personnel ensuring the service during service hours (Monday to Friday, 8 a.m. to 4.30 p.m.)

All other services are regarded as additional services (confer point 2.).

Each faculty of RUB is allowed to carry out a graduation event in Audimax or in VZ once a term without the venue lump sum being invoiced.

In case further rooms are additionally used for an event and are therefore unavailable for other customers (i.e. day or days of built up and dismantling, storage rooms), these rooms are invoiced with 80% discount on the regular price.

##### a) Auditorium Maximum (Audimax)

Prices for Audimax as well as Audimax Foyer are stated in our current price list (see attachment). Internal university users carrying out internal administrative and/or academic events, benefit from reduced lump sums according to our price list. The daily fee contains stand-by personnel (1 electrician and 1 technician), which ensures the proper operation of the equipment during our service hours (Monday to Friday, 8 a.m. to 4.30 p.m.).

##### b) Convention Centre (VZ)

Prices for the venues in VZ are stated in our current price list (see attachment). Internal university users carrying out internal administrative and/or academic events, benefit from reduced lump sums according to our price list. The daily fee contains stand-by personnel (1 technician), which ensures the proper operation of the equipment during our service hours (Monday to Friday, 8 a.m. to 4.30 p.m.).

##### c) Beckmanns Hof - International Convention Centre (BMH)

Prices for the venues in BMH are stated in our current price list (see attachment). Internal university users carrying out internal administrative and/or academic events, benefit from reduced lump sums according to our price list. The daily fee contains stand-by personnel to ensure the proper operation of the venue and its equipment.

d) Lecture halls and seminar rooms

All lecture halls and seminar rooms let by UNlversaal are free of charge for internal university users (basic services). All other customers are being charged according to our current price list (see attachment).

e) Lease of exhibition areas

Users are not allowed to rent or sublet the venues to a third party. As an exception, this is only possible during fairs or exhibitions (i.e. corporate presentations). In such cases, additional fees have to be paid according to our price list (see attachment).

f) Further venues

For using other venues (i.e. Botanical Garden, Euro-Eck, etc.), UNlversaal will provide an individual quotation.

**2. Additional Services**

a) Personnel costs

Personnel service, provided by UNlversaal or any other internal university cooperation partner (e.g. multimedia support centre MSZ, telecommunication services TKD) which is exceeding the range of basic services as well as the level of service contained in venue lump sum, will be charged for as additional services.

This personnel service is usually calculated on an hourly basis (for current prices see attachment). In case this service is provided by non-UNlversaal personnel, UNlversaal charges a service lump sum for coordination and invoicing, which falls due and constitutes directly a part of every single invoiced item.

b) Conference technical equipment

Usage fees for conference and technical equipment are charged according to the current price list (see attachment). The provision of these items is regarded as additional service, which can be booked separately or additionally to basic services.

Additional technical services incurring for media production and/or broadcasting technology will not be provided without specialised staff, which is able to service this equipment professionally.

In case this service is provided by internal university cooperation partners (e.g. multimedia support centre MSZ, telecommunication services TKD), UNlversaal charges a service lump sum for coordination and invoicing, which falls due and constitutes directly a part of every single invoiced item.

c) Services provided off-campus

In case services are provided not on campus but at a different venue, an overall surcharge of (usually) 20% is raised. Travel expenses, which may fall due in this case, are to be covered by the user. An individual arrangement on the usage of additional off-campus service is required in any case.

**3. Third party costs**

Third party costs are due for the services provided by external suppliers. They are passed to the customer in full extent. UNlversaal charges a service lump sum on the net invoicing amounts for coordination of third parties' activities and invoicing of third party costs (consumable materials excluded). This service lump sum is usually displayed as an additional item at the end of the list of third party costs as a sum total.

The cost of the used material is passed to the customer as consumable material (i.e. name badges, conference folders, video tapes, blank CDs, etc.). To ensure the uniformity of pricing, UNlversaal reserves the right to use combined costing prices for consumable materials, since the procurement prices may vary considerably depending on quality and volume of purchase.

**4. Invoicing**

The external invoice recipients get invoices with the fees incurred as mentioned above and the statutory VAT, the internal invoice recipients get invoices without the statutory VAT. In case of internal/external cooperation, partners must inform UNlversaal, what proportion of cost is covered by each partner.

In case no VAT is raised and the contractual performance in a particular case yet gets a retroactive effect of being subject to VAT, the university reserves the right to debit the invoice recipient with the VAT amount afterwards. The invoice recipient waives the exception of limitation of liability in time.

Invoice amounts can be transferred to UNlversaal only via bank transfer to the account of RUB or by internal reposting (cross-entry processing).

**5. Rescission of the contract by the customer (cancellation)**

In case the services or venues provided by UNlversaal and booked by a customer are cancelled 6 weeks before the date of performance or on shorter notice or not claimed at all, UNlversaal reserves the right to charge a cancellation fee amounting to 10% of a net value for the services provided.

The customer reserves the right to provide evidence that in a particular case the appropriate amount is much lower than the flat rate amount.

Irrespective of this, UNlversaal is entitled to charge the contractual venue fees, additional services as well as the services commissioned from third parties, under deduction of service fees and saved expenses, in case a further lease is no longer possible.

## **TERMS AND CONDITIONS OF USAGE**

The university venues (lecture halls and seminar rooms) are provided free of charge to the internal university users for carrying out administrative and/or academic events (basic service).

All other facilitators/hosts can use these venues against payment, upon receiving the approval of the university and in compliance with the terms and conditions of usage as postulated below. There exists no entitlement for renting the venues.

The usage of lecture halls and other academic venues for studies and courses enjoys a priority.

### **1. Restrictions and requirements**

The facilitator/host is to observe the following restrictions and requirements:

- a) The facilitator/host commits to provide for the duly and proper course of the event and to treat with consideration the equipment and facilities provided.
- b) The facilitator/host is to ensure and is made liable in case of violation, that the highest possible visitors' figure regarding the conditions set by building authorities and police authorities as well as accident prevention regulations is not exceeded. This has to be effected by appropriate measures installed by a facilitator/host (sales of tickets, control of admission, etc.). The facilitator/host will be charged for deployment of fire protection brigade, which must be deployed according to the legislative regulations about the places of public assembly. The deployment of fire protection brigade is generally obligatory starting from 900 attendees. Depending on type of the event and the amount of attendees (yet, especially for major events) a medical service brigade is to be commissioned and paid by the facilitator/host. Herewith we also refer to and point out at the notices in the Foyers on behaviour in case of emergencies.
- c) The facilitator/host is liable for the entire injuries to persons, damage to property and tangible damage, which harm and/or impair third parties, especially the attendees of the event, parties commissioned by the facilitator/host and the facilitator himself, the federal state of North Rhine Westphalia and its public servants which occur during the usage of the rented venues. This is not effective in case the damage caused to life and/or body injury and/or damage to health result from deliberate or negligent performance of the RUB or its employees or other auxiliary persons. In case of other types of damage the RUB is not excluded from the possible liability claims, provided that this damage results from deliberate or wantonly negligent performance of the RUB or its employees and other auxiliary persons.
- d) The facilitator/host is to infringe the federal state of North Rhine Westphalia and the RUB, including its public servants from all the claims, which can be lodged against them in case of damaged as listed in point 1.c) above. This is valid provided that the facilitator/host is liable for the damage and no existence of liability of the RUB is available as postulated in 1.c) points 2 and 3.
- e) The RUB assumes no liability for the loss or damage incurred to the items brought in by the facilitator/host.
- f) Smoking is prohibited in the convention venues and in the public areas of the RUB. The consumption of food and drinks in the halls and rooms is generally not allowed; the usage of the rented venues for an event catering requires a separate agreement.
- g) The usage of open fire, light and similar sources, e.g. ethyl alcohol, heating oil, gas, etc. is strictly prohibited. In case that stage fog, candles, etc. are employed or pyrotechnic experiments or similar experiments are conducted in the lecture halls and especially in Auditorium Maximum and in Convention Centre, the smoke alarms and detectors are to be deactivated. In such cases, the facilitator/host is obliged to inform the RUB about that in due time and to agree on it with the fire brigade authorities.
- h) The facilitator/host obliges to observe that fire escape ways and emergency exits are kept free. Smoke alarms and detectors, hydrants and other safety and security equipment as well as power junctions, power main boards, telephone installation boards as well as incoming and outbound ventilation shafts must be kept free and accessible.
- i) The host and/or facilitator agrees to provide indemnity to the tenant in all and any cases and for all claims of breach or violation of safeguard duty, which has been taken over by the host during the exhibition and limited to the venue of the latter. As regulated in the fire protection standards, all booths are to fulfill the DIN 4102 (B1) requirements and prove to be of low flammability (flame-resistant).
- j) Due to necessary safety and security measures, photo, slide and film presentations require a separate agreement.
- k) In course of the event, the facilitator/host obliges to observe the rights of third parties, to collect the required authorization from the administration office in question, if necessary, and to make all necessary reports to the authorities (e.g. when providing the sales booths to deliver gastronomic supply for outdoor events, observation of noise control regulations according to Federal Pollution Control Act). In case of public performance of picture and sound material (such as films, music pieces), the facilitator is obliged to take care of reporting and payment of fees to the GEMA<sup>1</sup>.
- l) The deposit of garments and other items in the cloak room occurs generally at the owner's own risk (exemption of the RUB from the liability for cloak rooms).

### **2. Final provisions**

The signing of a contract can be made dependant on the safety and security performance and/or conclusion of a third party liability insurance contract.

The sanctity of the home exercised by the rector of the university remains unaffected.

Bochum, January 23, 2012

The Chancellor of Ruhr-Universität Bochum

**Gerhard Möller**

Appendix: the current price list.

<sup>1</sup> Translation note: Whoever wants to playback or perform music in public in Germany will become, as a rule by doing this, a customer of GEMA ([www.gema.de/en/music-users.html](http://www.gema.de/en/music-users.html)). GEMA represents an official organization monitoring the copyrights in the music branch. Not paying GEMA-fees in Germany is regarded as a breach of law and is prosecuted.