



General Business Conditions Traders / companies as employer

As soon as we as a company become active for a trader or a employer, for whom the same legal general business conditions as for traders are applicable, the following business conditions will become applicable.

1. For the execution of the contract only reliable persons will be utilised. All contracts will be executed based on the practices in the industry. Special requests, instructions as well as any changes to the contract, need to be communicated in writing.
2. Any complaints relating to the execution of the contract need to be communicated immediately to the company so that they can be resolved.
Should the complaint relate to a major fault in the execution of the contract, which would result in the purpose of the contract not being achieved, the employer has the right to immediately cancel the contract, provided the executive command of the company was advised in writing and failed to take action within a reasonable time.
3. In the case of acts of god the company reserves the right to suspend or change the execution of the contract, in so far as the execution of the contract becomes impossible. The employer is not obliged to pay the contract fee for the duration of the suspension of the contract.
4. The full agreed contract fee becomes due on completion of the contractual obligation. No amounts may be withheld or deducted from the contract fee.
In the case where the company performs till duties, the company is entitled to withhold the agreed contract fee from the cash collected at the tills.
5. The withholding of the contract fee, or the off setting against existing obligations, unless ordered by the court, is excluded.
6. The company will only be liable for damages, its rights of protection in terms of § 276 Abs.11 BGB not excluded, caused by gross negligence of its executive or senior managements. All other claims for damages are excluded.
7. The company has a limited liability insurance with the following parameters:
 - a) Personal liability insurance up to a limit of € 2.000.000.-
 - b) for damages to property a maximum liability of € 1.000.000.-
 - c) for the theft of property that is being guarded a maximum liability of € 500.000.-
 - d) for the loss of personal property a maximum liability of € 100.000.-

The company undertakes to maintain the liability insurance, within the parameters set out in the points a – d, and furnish proof of the existence of the liability insurance upon request.

8. Any claim for damages will fall away if the employer fails to advise the company immediately in writing of the claim. The same will apply should the company, or its insurance agents, deny the claim and the employer fails to institute legal action within 3 months.
9. For the duration of the contract, as well as one year after the completion of the contract, the employer may not employ any of the personnel provided by the company in a position that is similar to the one performed during the contract.
10. The date of execution of the contract is the date that on which the employer receives the acceptance confirmation from the company. An agreed contract will also be binding for any possible successor of interests of the employer. The place of performance, as well as the legal domicile, is Munich.

Specific Agreements

Additional operational conditions. A

1. We specifically draw attention to the fact that in terms of paragraph 7 of the general business conditions, the company will only consider claims of liability for damages caused by the gross negligence of its executive or senior management. No insurance of the guarded items is given merely because personnel has been allocated for it's guarding.
2. The obligation for the insurance of the goods which are to be guarded rest exclusively with the employer and not with the company.
3. In special circumstances we expect, in spite of insurance cover and the presence of security personnel, that extremely valuable items are locked away or are secured by other means. Please ensure that the necessary arrangements are made. On trade fairs it is recommended that goods on the trade stands are secured by linking them together, covering them up or tying them down when the stand is not in use. These measures provide a better security for the items. Under no circumstances is cash to be left on the trade stand and the employer has to ensure that all lockable cupboards, cabinets etc are locked.
4. Any claims in respect of loss or damages need to be reported immediately to our command centre or headquarters. Claims that are handed in with delay, or even after the end of the contract, are generally not considered.

Additional operational conditions B

1. Our personnel changes frequently from one locality to another and it is therefore logically that they will not be that familiar with each and every locality. We therefore request that each specific exhibitor instructs our personnel as to his needs and requirements. Where there are a number of our personnel present one person will be in charge of the group. All instructions are to be directed to the unit leader.
2. Naturally as the employer you have the authority to give instructions, provided they are reasonable and executable. You obviously carry the legal responsibility for your instructions. We recommend, especially in crisis situations, that you direct all instructions through our unit leader.
3. Our personnel, while on duty, has been instructed to assist you in complying with all necessary regulations relating to the - police force – municipality regulations – fire brigade – youth authorities and other related authorities. We would however like to make it clear that the responsibility to comply with the regulations of the authorities cannot rest with our employees or our company. This remains the responsibility of the organisers of the trade fair or the owner of the property.

Additional operational conditions C

1. The employer himself is responsible for determining the number of personnel that are required for the contract. The allocation of the personnel therefore also remains the responsibility of the employer. Mistakes and shortcomings that may arise due to the under allocation of personnel can therefore not be the responsibility of the company.
2. The employer is solely responsible for the ensuring that all legal requirements and regulations relating to the property are complied with.
3. You, as the employer, have the right to give instructions for the duration of the contract, as long as your instructions remain reasonable and within accepted norms. Naturally you carry the responsibility for any actions that may result from your instructions. We recommend, especially in crisis situations, that all instructions are discussed with our unit leader and directed through him / her.