

Return to:

Messe München GmbH
Technical Exhibition Service Division – Traffic and Security Department
Messegelände | 81823 München | Germany
Tel. +49 89 949-20720 | Fax +49 89 949-9723970
vs@messe-muenchen.de

Exhibitor / Organisation

Appointed Agency (if applicable)

Hall / Stand no.

Contact

Street / P.O.Box

E-mail

Country / Town / Postcode

Tel. with area code and ext.

Fax with area code and ext.

Mobile phone number of contact person for the duration of the trade fair

The ESC Congress will have a strict traffic plan in order to allow congestion free access to all delegates. Buses and coaches will not be allowed to freely drop off, pick up, park or wait outside the Congress Venue. All vehicles bringing people to or from the Congress must pre-book parking space using this form. Coach parking spaces are located in the east entrance. Vehicle will not have access to west entrance. The order is additionally subject to the general TERMS AND CONDITIONS OF BUSINESS printed on page 2 that the exhibitor agrees to accept by way of his or her signature.

We hereby order - in the name and on behalf of the above-mentioned main exhibitor – subject to the conditions of contract detailed on page 2. Orders in the name of co-exhibitors are not possible. Invoices are billed exclusively to the exhibitor / organisation.

No selection of a specific parking slot possible. Spaces assigned on a first come, first served basis.

Requested form of supply / despatch of parking permits:

- ☐ Despatch by letter (for despatch deadlines, see terms and conditions of parking, parking fees, point 5)
☐ Collection on site
☐ Via registered post/Supply upon payment of enhanced handling fee of EUR 5.04 (item no. 40579).

Industry Coach Parking Space Reservation – P7/P8 via Gate 14

Number of spaces	Date	Price in EUR* incl. VAT	Total
	August 25, 2012	17.00	
	August 26, 2012	17.00	
	August 27, 2012	17.00	
	August 28, 2012	17.00	
	August 29, 2012	17.00	

* Price per day per Parking Space

In the event of fewer permits being available than the total number requested, the order is deemed to have been placed for the number of available permits.

Despatch via Park Service Hüfner: Enquiries concerning despatch via:
Tel.: +49 89 949-28210

Payment to occur upon receipt of final invoice from Messe München GmbH

Place / date

Company stamp and legally binding signature of exhibitor

■ Terms & Conditions of Parking for Exhibitors

■ Rental contract – Office responsible for data protection

1. The object of this contract is the renting of parking spaces to the exhibitor (hirer) in a multi-storey car park or other car park in the outdoor exhibition area of Messe München GmbH (MMG).
2. The contract comes about via the order placed by the hirer and its acceptance by MMG, whose acceptance can also take the form of the despatch of the parking permits or the depositing of same for collection by the hirer.
3. Guarding, supervision, safe custody and the provision of insurance protection are not objects of this contract. Even if the relevant personnel is present in the parking facility or the parking facility is observed with optical-electronic equipment (video surveillance), this is not connected with any assumption of safe-keeping duties or liability, above all not in respect of theft or damage. As far as video surveillance is concerned, the office responsible for this as defined by the BDSG (German Data Protection Act) is Messe München GmbH, Data Protection Officer, Messegelände, 81823 München, Germany, Tel. (+49 89) 9 49-2 00 40, datenschutz@messe-muenchen.de.

■ Parking fees – Rental period – Opening hours – Parking permits

1. The renting of parking spaces is only possible for the entire duration or for one day of the trade fair quoted in the order form (rental period). Entrance and exit are only possible during the opening hours indicated on site.
2. The hirer has no claim to a specific parking space or a parking space in a specific parking facility.
3. The rental charge (parking fee) is determined by the number of days and the rental charge per parking space quoted in the order form.
4. The hirer receives a non-transferable parking permit (code card or other authorised permit) for the rental period per rented parking space, which entitles the user to access the parking facility. For MMG, the given holder of the parking permit is also entitled to use the given vehicle; MMG is authorized but not obliged to verify this entitlement.
The parking permit is – insofar as it is not a code card – to be placed inside the front windscreen in an easily readable position or – in the case of trucks / trailers – to be stuck on to the vehicle. The hirer is advised to treat the parking permit with great care as the replacement of any lost permit is excluded.
5. In the event of the parking permits being despatched at the request of the hirer, the risk of loss of the given parking permits is transferred to the hirer upon the supply of same to the despatch company. Neither MMG nor its contractual partner for the parking facilities assume any liability for the late receipt of parking permits (i.e. after commencement of the trade fair) if the parking permits were verifiably supplied to the despatch company no later than 7 working days within Germany, 2 weeks within the EU and 6 weeks outside the EU prior to the commencement of the trade fair.

■ Terms of usage

1. Vehicles may only be parked within the parking facility and on designated parking spaces. Should parking attendants be present, the hirer is to park in the parking space he or she is allocated. If parking spaces are reserved for hirers with special authorisation (e.g. parking space reservations, handicapped persons), the hirer is required to show this entitlement if asked to do so.
2. Vehicles may be driven no faster than walking pace in the parking facility.
3. In the parking facility, the following are not allowed:
 - the storage of objects and waste, notably fuels and flammable objects as well as empty fuel containers,
 - the disturbing of persons in the vicinity via the unnecessary running of engines and honking of vehicle horns,
 - the parking of vehicles with leaky fuel, oil, cooling water or air-conditioning tanks or of vehicles in an otherwise unfit state,
 - the usage of the parking facility for anything other than parking a vehicle, above all for camping purposes,
 - the repair or servicing of vehicles,
 - the polluting of the parking facility, notably by way of cleaning the vehicle, discharging radiator water, fuel or oil,
 - usage of roadways including entrances and exits by pedestrians unless no walkway or hard shoulder is available,
 - smoking and usage of fire,
 - the usage of bicycles, mopeds, inline skates, skateboards and other vehicles or similar equipment or parking of same in the parking facility,
 - the parking of such vehicles as require but do not have police authorisation,

- the affixing or distribution of company signs, flags, business cards or other promotional material.
4. In all other respects, the hirer must abide by MMG's house and usage rules, observe the instructions given by the relevant personnel as well as complying with the traffic signs and other signs on site.
 5. For all other purposes, the provisions of the German Highway Code apply accordingly.

■ Liability of MMG – excess – exclusion periods

1. MMG is liable for any personal damage (damage to life, body and health) which is attributable to a breach of duty for which MMG, its legal representatives or its agents are responsible as well as for any other damage attributable to a wilful or grossly negligent breach of essential duties by MMG, its legal representatives or its agents. Moreover, MMG assumes liability merely for other damage attributable to the negligent breach of essential duties by MMG, its legal representatives or its agents. In such cases, MMG is only liable if the damage concerned is of a typical and not consequential nature and only up to an amount equivalent to the five-fold sum of the rental charge; this limitation of liability only applies vis-à-vis companies, legal entities subject to public law and special funds subject to public law.
2. Prior to leaving the parking facility, the hirer is obliged to immediately notify the relevant personnel via the designated (emergency) intercom on the pay machine, exit facility or entrance gate of any obvious damage to his or her vehicle, and to give the staff concerned the opportunity of examining it. Should this be impossible or unreasonable for the hirer, notification must be made in written form to MMG within 14 days of the damage being incurred. In the case of damage being incurred that is not obvious, notification must be made in writing within 14 days of the damage being discovered (exclusion period). Should the hirer violate his or her notification obligation as per the above section 1, all claims for compensation on the part of the hirer are excluded unless the hirer is not responsible for the violation concerned. This exclusion of liability does not apply if the hirer incurs personal damage or the damage is attributable to MMG's grossly negligent or wilful behaviour.
3. The above items 1 and 2 apply irrespectively of whether MMG's liability arises from the rental contract or other legal grounds.

■ Liability of the hirer

The hirer assumes the liability for all damage incurred by MMG or any third parties caused by his culpable behaviour or by that of his employees or persons accompanying him. Moreover, he assumes liability for any culpable soiling or polluting of the parking facility on his part.

■ End of contract – Termination – Cancellation – Clearance

1. The contract ends at the same time as the end of the last day of the trade fair designated in the order form.
2. Either party is entitled to terminate the contract for good reason without giving notice. A good reason for MMG is above all given if the hirer repeatedly violates the terms of usage, despite being reminded of his duties in this respect, unless the hirer is not responsible for the violation concerned.
3. Cancellation of contract on the part of the hirer is only admissible if the declaration of cancellation is received at the very latest by 12 noon on the first day of the trade fair. Reimbursement of the rental fee depends on the prior return of the parking permits.
4. In the case of the violation of the terms of usage or its property rights, MMG is entitled to have the vehicle towed away at the hirer's expense. MMG is further entitled to remove the vehicle from the parking facility in the case of imminent danger.

■ Place of jurisdiction

Insofar as the contracting parties are traders, legal entities under public law or special funds under public law, or at least one of the contracting parties has no general place of jurisdiction in the Federal Republic of Germany, or moves its domicile or usual place of residence out of the Federal Republic of Germany after the conclusion of contract, or in the case of whom its domicile or personal place of residence is unknown at the time legal action is taken, Munich is the agreed place of jurisdiction for all legal disputes arising from this contract. Alternatively, MMG is also entitled to assert its claims vis-à-vis the other contracting party with such court as is competent for the place in which the other contracting party has its registered office or branch office.

