

# **Stand Security Service**

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Return to: Messe München GmbH Hauptabteilung Technischer Ausstellerservice – Abteilung Verkehr und Sicherheit Messegelände   81823 München   Germany Fax (+49 89) 9 49-972 39 70 vs@messe-muenchen.de					rheit	Contact and invoicing: Veranstaltungsdienst (VD) Paul Mayr GmbH & Co. KG Messegelände   81823 München   Germany Tel. (+49 89) 9 49-2 45 00   www.vd-mayr.de				
Exhibitor						Hall / Stand no.		Outdo	oor exhibition area / Block	
VAT no.						Contact				
Street / P.O.I	Box					E-mail				
Country / Town / Postcode						Tel. with area code and ext.  Fax with area code and ext.				
Country / Too	WII/ Postcode					rei. Willi area code and	ext.	rax w	nui area code and ext.	
VD Mayr Gmb	bH & Co. KG	offers you h	erewith the fo	llowing security	service cate	egories for the p	otection o	f your stand an	d the exhibits displayed	on it:
Category 1					EUR/hour.	Category 2				EUR/hour.
Special stand security service provided by qualified security personnel (primarily at night)						Special stand security service provided by qualified security personnel with additional training (day and night service, day personnel dressed in normal business clothes on request)				22.70 <sup>1)</sup>
		•		se note that only services on the	•	on Sundays, pub ates	lic holidays	or at night.		
Number	Security p			f stand security			and securit		or arrival of stand per	
Number	Security p	ersonnel Cat. 2	date		ime	date	and securit	time	or arrival of stand per stand set-up/dismantling	
Number			date From		ime (time)	date to	and securit	time (time)		
Number			From From		(time)	to to	and securit / / /	time (time) (time)		
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Please state of Name The dates and times can only	Cat. 1	Cat. 2	From From From From From From From From	/ t	ime (time) (time) (time) (time) (time) (time) (time) rson who ca	to The General Ter KG (hereinafter r	/ / / / / n the stance	(time) (time) (time) (time) (time) (time) (time) (time) d.	stand set-up/dismantling	GmbH & Co.



## Surcharges

For short notice orders, the following surcharges will be raised per hour:

8 – 2 days prior to start of stand security period: 15 %

#### 2 - 0 days prior to start of stand security period: 25 %

In the period during which the trade fair is closed (one hour after the end of the trade fair to one hour prior to the start of the trade fair), neither the exhibitor's personnel nor any outside personnel appointed by him may stay at the stand, in the halls or on the trade fair grounds.

The fact that a security service is provided does not mean that the items under protection are insured.

Any contract concluded exists directly between the exhibitor and MMG's contracting company. The specific terms of contract can therefore only be agreed between the exhibitor and MMG's contracting company.

The contractor is authorized to collect payment at the stand and will do so.

### **General Terms of Business (I)**

Commercial traders/Companies as customers

To the extent that we act on behalf of commercial traders and such customers as equate to commercial traders as defined in the law governing rights in respect of general terms of business, the following General Terms of Business apply:

- 1. For the purposes of carrying out the orders we accept, only such persons as are reliable are deployed. All orders are carried out using our technical expertise and experience. Special requests and instructions from the customer must be made in writing, as must any subsequent changes to the agreements made.
- 2. Complaints of any kind relating to the execution of a given order are to be submitted to the company management without delay so that corrective measures can be taken. Should the violations concerned be of such a significant nature that the purpose of the contract is put at risk, the customer is entitled to cancel the contractual relationship without notice, providing the company management has been notified in writing without delay and no corrective action is taken within the appropriate period of time set.
- 3. In cases of force majeure, the company is entitled to interrupt or appropriately amend the execution of orders to the extent that their execution is not possible. The customer is not obliged to pay the respective charges during the period of interruption in the execution of the given order.
- 4. The agreed remuneration is due without deduction immediately following completion of services rendered. In the case of cash collection services, the company is entitled to take the amount due to it by way of remuneration from the cash collected.
- 5. No amounts due may be offset against the remuneration claims of the company nor is the customer entitled to assert his right to withhold payment to the extent that the claims concerned are neither undisputed nor courtapproved.
- 6. Notwithstanding its liability in accordance with § 276 Section 11 BGB (German Civil Code), the company is liable only for damage occurring due to the gross negligence of its management and/or senior staff.
  - In all other cases, no liability for damage can be assumed.
- 7. The company has third-party liability insurance coverage with the following limits:
  - a) for damage to persons up to a maximum amount of EUR 2,000,000. b) for damage to property up to a maximum amount of EUR 1,000,000.
  - for guarded items that are lost up to a maximum amount of EUR 500,000.

  - d) for financial losses up to a maximum amount of EUR 100,000.

It undertakes to maintain the coverage offered by its third-party liability insurance up to the limits detailed under points a) to d) and to provide evidence of the existence of the third-party liability insurance coverage if required to do so.

- 8. Any right to claim against the company's third-party liability insurance lapses if the customer does not notify the company in writing without delay or, in cases where the given claim is rejected by the company and/or its insurance company, the claim is not legally asserted within a period of three months following its rejection.
- 9. The customer may not himself employ personnel supplied by the company for similar purposes during the term of contract and for one year following the termination of contract.

10. The contract in respect of execution of the given order is binding for the company from the point in time at which the customer receives written confirmation of order. Any contractual agreement that has been concluded also applies to any legal successors the customer may have.

Munich is the agreed place of fulfilment and court of jurisdiction.

#### Special agreements

#### Additional terms of deployment A

- 1. We would like to draw our customers' attention to the fact that the liability amounts set out in Section 7 of our General Terms of Business apply only for such claims as are supposedly attributable to the gross negligence of the company management or senior staff. As a rule, no insurance coverage exists for the items to be guarded simply because security service staff is deployed.
- The customer is advised to take out insurance for the items to be guarded.
- In the case of special security contracts, the customer is expected to ensure that particularly valuable items are not left open or unprotected in the area to be guarded, even if they are insured and security service staff is deployed; please take the necessary precautions. As far as exhibition stands are concerned, it is advisable to take the necessary steps to protect all goods and exhibits as far as possible - e.g. covering items, fixing them in place or fastening them together provides enhanced security. Under no circumstances should cash be left on the exhibition stand or in the area to be guarded, while any lockable rooms, cupboards, display cabinets and the like should be kept locked.
- 4. Any complaints or claims relating to our services should be reported to the relevant supervisor or manager without delay. Reports received too late or after the contract has been terminated can generally be neither accepted nor processed!

#### Additional terms of deployment B

- 1. Our staff is deployed mainly for just occasional, short periods in any given location and, as a result, is unable to familiarise itself to any extent with the specifics of the on-site facilities concerned. We would therefore ask all organisers to provide the security officer deployed by us with any instructions required. In the event that several security officers are deployed, we appoint a supervisor who is your contact for any instructions required.
- In your capacity as customer or organiser, your right to give instructions is accepted unquestioningly by the staff we deploy to the extent that the instructions concerned remain within normal, reasonable bounds. Needless to say, you bear full responsibility for the instructions you give. We would however advise you, particularly in critical situations, to ensure your instructions are only passed on via the manager/supervisor in charge of the security service ordered.
- Our employees are instructed by us to do all they can to support you with ensuring compliance with the regulations laid down by the police, the local administration department, the police fire service, the youth welfare office and other relevant authorities.
  - Our aim is to keep our team as well informed as possible concerning regulatory compliance etc. and we are confident, in so doing, that many problems potentially impacting on the events can be avoided. Nevertheless, we must point out that neither our company nor our staff can be held responsible by the authorities for regulatory compliance. This is strictly a matter for the organiser, customer, etc.

#### Additional terms of deployment C

When placing the order, the customer decides on the number of security service staff required and, as such, is responsible for deployment planning. Any problems in terms of the provision of service arising from insufficient numbers of security service staff are therefore not the responsibility of the security service company.

The customer is solely responsible for compliance with and fulfilment of all conditions and regulations relevant to the venue of the given event.

In your capacity as customer, your right to give instructions is accepted unquestioningly by the staff we deploy to the extent that the instructions concerned remain within normal, reasonable bounds. Needless to say, you bear full responsibility for the instructions you give. We would however advise you, particularly in critical situations, to ensure your instructions are only passed on via the manager/supervisor in charge of the security service ordered and that these instructions are coordinated with him as required.