

# Hostesses and Hosts



# HEART FAILURE 2010



Hall:	Stand No.:
Exhibitor:	

## Order Form 2010

**Deadline: 2 weeks prior to the event**

**Hosts/Hostesses:** Fax: +49(0)30 - 30 38-14 40  
**Mailing address:** MB Capital Services GmbH, Hostessen, Thüringer Allee 12/12A, D-14052 Berlin  
**For queries:** Phone: +49(0)30 - 30 38-14 35; **E-Mail:** hostessen@mb-capital-services.de

Qty.	Description		Price each day	Price total
	<input type="checkbox"/> female	<input type="checkbox"/> male		
	Employment period: date: ..... time: from : ..... to: .....			
	<b>Host/Hostess</b>			
	AS stand assistant, or for information and counter services; with the languages:			
.....	German and English	..... days at fair *) at	180.00 EUR	..... EUR
	rate for each additional hour		22.00 EUR	
.....	German, English and one other language: .....	..... days at fair *) at	200.00 EUR	..... EUR
	rate for each additional hour		24.00 EUR	
.....	German, English and two other languages: .....	..... days at fair *) at	230.00 EUR	..... EUR
	rate for each additional hour		28.00 EUR	
	<b>Promoter with the languages</b>			
.....	German and English	..... days at fair *) at	180.00 EUR	..... EUR
	rate for each additional hour		22.00 EUR	
.....	German, English and one other language: .....	..... days at fair *) at	200.00 EUR	..... EUR
	rate for each additional hour		24.00 EUR	
.....	<b>Personnel supervisor</b>	..... days at fair *) at	230.00 EUR	..... EUR
	rate for each additional hour		28.00 EUR	

Our staff wear business attire.  
 Would you prefer the suite colour to reflect your corporate identity or do you wish to supply an outfit for the promotion?  
 Do you wish to brief your stand personnel on the day preceding the fair?  
 Do you have any other requirements?  
 Talk to us – we look forward to hearing from you. We can also call you back.

Please call back: Mr./Ms. .... Telephone: .....

\*) A day at the fair consists of 9 working hours incl. the statutory breaks. The minimum number of hours worked per day is 4 and will be invoiced at 50 % of the full daily rate. The CSG TEAM GmbH reserves the right to invoice exhibitors directly via contractual partners for the services of hostesses and stand personnel.

The mentioned prices are subject to statutory value-added tax. By signing the order you acknowledge the stipulated conditions.

**Please note: For later alteration of invoices EUR 30.00 plus VAT will be charged in addition.**

Name and address of recipient of invoice: ..... VAT Reg. No.: .....

Contact on the stand: ..... Telephone: ..... Telefax: .....  
 E-Mail: ..... Your reference: .....

<b>Date:</b>	<b>Name of the customer (in block letters):</b>	<b>Legally binding signature and company stamp:</b>
.....	.....	.....

H3 - As of: June 2009 / Subject to alteration / Legal venue and place of jurisdiction is Berlin-Charlottenburg



- Contractual partner: CSG TEAM GmbH

## **General Terms of Business of CSG Team GmbH** as per: 01. 01. 2010

As a result of an official notification issued by the State Employment office Berlin-Brandenburg on December 30, 2004, CSG Team GmbH, Thüringer Allee 12/12A, 14052 Berlin (referred to hereinafter as the Hiring Agent) has been granted approval to hire out staff as temporary workers for profit.

### **1. Scope of these terms**

- 1.1 The following terms form part of all, including future, offers, confirmations of orders and contracts pertaining to the hiring out of staff as temporary workers.
- 1.2 Any divergent agreements and ancillary agreements are only valid if made in writing and signed by both the Hiring Agent and the Hirer. This also applies to any amendments to the clause requiring the written form.

### **2. Offer/Conclusion of the Contract**

- 2.1 The Hiring Agent's offers shall take the form of an invitation to submit an offer on the basis of these present terms of business.
- 2.2 Agreements must be in writing and only become binding upon the Hiring Agent when the latter has received a contract document signed by the Hirer.

### **3. Withdrawal from the contract/Release from performance obligations**

- 3.1 The Hiring Agent may withdraw from the contract either partially or fully if and in as much as the hire of staff is continuously or temporarily impeded by exceptional circumstances. In particular such exceptional circumstances may include labour disputes, public service measures etc. No rights of withdrawal exist if the Hiring Agent is itself responsible for these exceptional circumstances.
- 3.2 If the Hirer gives notice in writing of his intention to withdraw from the contract within a period of 2 weeks prior to the commencement of the hire of temporary staff, the Hiring Agent reserves the right to invoice the Hirer for 10 % of the original value of the order. If the Hirer gives notice in writing of his intention to withdraw from the contract within a period of 3 days prior to the commencement of the hire of temporary staff, the Hiring Agent reserves the right to invoice the Hirer for 25 % of the original value of the order. The determining factor shall be the time at which the Hiring Agent receives the notice of withdrawal. The Hirer retains the right to provide proof that no loss has been incurred, or that the loss was less than the amount stated. The Hiring Agent may assert claims for increased losses.

### **4. Employment relations**

- 4.1 The Hiring Agent is the employer of the temporary staff in accordance with the law pertaining to the hiring out of temporary staff – Arbeitnehmerüberlassungsgesetz (AÜG).
- 4.2 During the period of employment the temporary staff shall be subject to the instructions of the Hirer. The Hirer may only allocate such tasks to the temporary staff as come within the scope of the contractually agreed activities. In particular the Hirer is prohibited from instructing a member of the temporary staff to handle or collect money or other forms of payment without the express written approval of the Hiring Agent.

### **5. Remuneration**

- 5.1 If no other agreement has been expressly made, the stated rates shall apply subject to confirmation and without surcharges.

### **6. Payment**

- 6.1 If no other arrangements have been made, accounts shall be submitted at the end of each event. Accounts shall be based on the record of the time worked by the temporary hired employee, signed by the Hirer.
- 6.2 The total amount plus statutory value-added tax is payable upon receipt of invoice without any deduction.

### **7. Warranty/Liability**

- 7.1. The Hirer shall be liable in accordance with statutory regulations for damages incurred through loss of life, physical injury or impairment of health. The same applies to liability due to a lack of warranted characteristics and to liability in accordance with the Product Liability Law.
- 7.2. The Hiring Agent is liable in full for damage or injury resulting from his own intentional or grossly negligent actions or those of his statutory representatives or managerial employees.
- 7.3. On the merits of the case, the Hiring Agent is liable for damage or injury resulting from the gross negligence of its regular employees. The amount of the liability shall be limited to such damage or injury that could typically be expected to occur under contracts of this type.
- 7.4 In all other respects the liability of the Hiring Agent is excluded. In particular the Hiring Agent shall not be liable for the execution of the work by the temporary hired employee or for damage or injury caused by the latter in the performance of his work. The Hirer is obliged to exempt the Hiring Agent from all claims by third parties in connection with the execution and performance of the work assigned to the assigned employees.

### **8. Legal venue and applicable law**

If the Hirer is defined as a merchant (Kaufmann), the sole legal venue for all disputes in connection with this present contract shall be the Hiring Agent's domicile. This shall also apply in all matters pertaining to bills of exchange, to actions concerning the payment of cheques and summary procedures. The law of the Federal Republic of Germany shall apply.

### **9. Partial invalidity**

If any part of these provisions is or becomes invalid, the validity of the remaining points shall remain unaffected. An invalid provision should be replaced by one that most accurately fulfils the purpose of the invalid provision.

The comprehensive General Terms of Business are available on request.

CSG Team GmbH, Thüringer Allee 12/12A, 14052 Berlin  
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HRG Amtsgericht Charlottenburg HRB 81907  
Board of Management: Wilfried Wartenberg, Brigitte Buck  
Tax No. 27/453/04182, VAT No. DE217619438