

General Terms and Conditions for Events at Chemnitz University of Technology

1 Basic provisions / scope

1.1 The following terms and conditions (T&Cs) are applicable to all events of **Chemnitz University of Technology, Strasse der Nationen 62, 09111 Chemnitz, represented by the President** – hereinafter referred to as “CUT” – and to the event attendees – hereinafter referred to as “Visitor” and/or “Visitors” – who attend the events organised and held by CUT.

1.2 By passing through the entrance in the case of free events, or by ordering or purchasing the ticket(s) in the case of events that are subject to a charge, the Visitors accept these General Terms and Conditions for Events at Chemnitz University of Technology as binding on **themselves and all Visitors to the event**.

1.3 A right to participate in the events exists only insofar as the Visitor has a valid ticket or a similar access authorisation. Entry is only possible insofar as the capacity of the venue allows it.

2 Object of the agreement / holding of the event

2.1 The object of this agreement is the option of attending the respective event that is subject to these T&Cs. You can find the details, in particular the main features of the event and the entry requirements (e.g. necessary tickets), on the events page on the **internet at www.tu-chemnitz.de/tu/veranstaltungen** and/or in the **event information brochure**.

2.2 CUT shall guarantee the proper implementation of the event and is obligated to bring about all conditions necessary for this.

3 Starting times and admission

31. Only the official **event information brochure** issued by CUT, the website operated by CUT (www.tu-chemnitz.de/tu/veranstaltungen) and the entry tickets themselves contain binding information (date and starting times) for the events. The right to make changes at short notice is reserved. CUT does not accept any liability for information in other publications.

32 Upon commencement of the event, the claim to the seat allocated on the ticket, if applicable, expires.

4 Cloakroom

For selected events, there is the option of leaving clothing for safekeeping in the cloakroom. The Visitor will be given a cloakroom ticket by the cloakroom attendant. The garment will be returned to the Visitor on presentation of the cloakroom ticket without further checks as to entitlement. If the cloakroom ticket is lost, the stored items may only be handed over if the Visitor can prove or satisfy entitlement thereto. In the case of loss or damage to the garment within the cloakroom, the cloakroom attendants are to be informed immediately. Complaints made after leaving the event will not be accepted. Upon the cloakroom ticket being issued, CUT assumes liability for grossly negligent or intentional violation of the obligation of safekeeping by the cloakroom attendants. The liability is limited to the present value of the garment. Cash and other items placed in the cloakroom are excluded from the liability. The Visitor hands over such items at his or her own risk. If there are no cloakroom attendants, no liability is accepted for the items of clothing that are left.

5 Lost property

Items of any type that are found in the grounds or premises of CUT are to be handed in to a member of staff or cloakroom attendant. The further processing of lost property complies with the provisions of Sections 978 et seq. of the BGB [*Bürgerliches Gesetzbuch* – German Civil Code].

6 Image, film and sound recordings

6.1 The production of commercial image, film and sound recordings of any kind is prohibited in the venue. Any kind of commercial image, film or sound recording made by Visitors shall require prior written approval from CUT. In this regard, CUT is entitled to make its approval dependent on the agreement of a fee payable to CUT. CUT is to be informed of any planned reporting in good time before the event.

6.2 In the case of individual events, private recording of images, films and sound may also be prohibited by CUT for reasons of copyright.

In this case, CUT will post corresponding notices in the entrance area for the event.

6.3 Infringements against the provisions of Items 6.1 or 6.2 may result in claims for damages or in measures pursuant to Items 8.1 and 8.2.

7 Safety provisions

The regulation of the Free State of Saxony on places of assembly [*Sächsische Versammlungsstättenverordnung*] is applicable. The occupancy and usage plans approved by the Planning Office of the City of Chemnitz must to be strictly observed. Emergency escape and rescue routes must be kept clear.

8 House rules

8.1 CUT imposes its house rules in the ground and premises of Chemnitz University of Technology. It is entitled to issue expulsions and bans from the premises or to take other suitable measures in the context of these house rules. In particular, Visitors may be expelled from events if they are disrupting the event, are disturbing other Visitors, or have infringed against the terms of use in any other significant manner, or have committed repeated infringements. Entry may be refused if there are reasonable grounds to suspect that the Visitor will disrupt the event or disturb other Visitors. In such cases, the ticket price will not be reimbursed.

8.2 Furthermore, Visitors may be refused entry to CUT events that do not take place in the grounds and premises of Chemnitz University of Technology if there is reason to assume that they will disrupt the events or disturb other Visitors. In addition, Visitors may be expelled from events if they are disrupting the event, are disturbing other Visitors, or have infringed against the terms of use in any other considerable manner, or have committed repeated infringements. In such cases, the ticket price will not be reimbursed.

- 8.3 Technical devices – in particular mobile phones, pagers and timepieces with audible time signals – must be switched off during events in event rooms.
- 8.4 Bringing food and drink into the event rooms and consuming it there is generally not permitted. Exceptions to this provision can only be made in event rooms designated for this purpose.
- 8.5 Smoking is prohibited in CUT premises and is only permitted outside in the appropriate designated areas.
- 8.6 If entry to a specific event is connected to a specific seat, the Visitor may only occupy the seat indicated on his/her ticket. If a Visitor occupies a seat for which s/he does not have a valid ticket, then CUT can optionally charge the incurred difference, if applicable, remove the Visitor from the seat, or even expel the Visitor from the event.
- 8.7 Offering and reselling tickets in a private capacity in the grounds or premises of Chemnitz University of Technology is prohibited.
- 8.8 The instructions of CUT employees must be complied with.

9 Liability / cancellation of the event, force majeure, good cause

- 9.1 With regard to damage of any kind that a Visitor suffers in the grounds or premises of CUT and/or other venues, CUT, its representatives and its vicarious agents are only liable in case of intent or gross negligence. In the case of gross negligence, liability for indirect damage and consequential damage is excluded.
- 9.2 If the event cannot be held due to force majeure, strikes, political occurrences or other good causes, claims for compensation by the Visitor against CUT, in any form whatsoever, are excluded.
- 9.3 In this respect, CUT is not liable for either the consistent or uninterrupted availability of the website or of the service offered on it.
- 9.4 The limitations of liability according to items 10.1 to 10.3 shall not apply in the case of injury to life, limb or health. In this case, the statutory provisions shall apply.

10 Protection of young persons

The provisions of the German Protection of Young Persons Act (*Jugendschutzgesetz*) apply in regard to all events.

11 Severability clause

If any provision of these terms and conditions is or becomes invalid, then it shall not affect the validity of the remaining provisions of these contractual terms. Rather, the provision shall be replaced retroactively with a regulation that is legally permitted and comes closest to the original provision in substance.

12 Applicable law / jurisdiction / miscellaneous

- 12.1 The language of the agreement is German.
- 12.2 The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods. With regard to consumers, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn (favourability principle).
- 12.3 Place of performance for all services arising from the contractual business relations pursuant to Item 2 "Object of the agreement / implementation of the event" between CUT and the Visitors is Chemnitz.
- 12.4 The place of jurisdiction is the registered office of CUT, provided that the Visitors are not consumers but merchants, legal entities under public law or special funds under public law with their registered office in the territory of the Federal Republic of Germany. The same applies if the Visitors do not have a general place of jurisdiction in the Federal Republic of Germany or the EU or their place of residence or habitual abode is unknown at the time the action is brought. In the above cases, however, CUT shall be entitled to bring the matter before the court at the registered office of the Visitors.
- 12.5 CUT reserves the right to change these T&Cs at any time.

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Prof. Dr Gerd Strohmeier, President