

General business terms and conditions, messe PLUS personal agentur

§ 1 Subject of contract

- (1) The customer orders from **messe PLUS personal agentur** (hereinafter referred to as **mppa**) the supply of employees for tasks of limited duration occurring during the course of his presence at a trade fair and congress.
- (2) Supply of employees takes place on the basis of a temporary employment contract in line with the German Law on Temporary Employment (*AÜG*) between the customer and **mppa**.
- (3) **mppa** assures contractually that the employees concerned are informed of all the customers requirements such as location of work, area of activities, working times, characteristics of work, clothing and further important circumstances.
- (4) Any change in the employees' work characteristics during the period of contract is not covered by this contract and requires the expressed approval of **mppa**.
- (5) Acceptance of the order is not an indication that an employment relationship exists between the customer and our employees according to German laws of employment. **mppa** is the sole employer and guarantees meeting all legal requirements regarding work, tax and social responsibilities.

§ 2 Period of contract, times of work, notice of termination

- (1) The period of contract is limited. As a rule it coincides with the period of the trade fair/congress. The working times of our personnel are an integral part of our offer and confirmation of order. Individual agreements with our employees are not permissible.
- (2) One day unit consists of 9 working hours including 30 minutes break. Any other working times must be specially agreed with **mppa**. Any hours worked above and beyond the agreed time parameters are invoiced generally as overtime.
- (3) The break times for our employees are arranged by our chief host/hostess. In doing so, he/she takes into account the event situation at the particular time.
- (4) Withdrawal from the contract during the current period of validity is excluded for both parties.

§ 3 Remuneration, cancellation

- (1) The invoicing for our employees is exactly according to the times shown on the work performance record as signed by the customer.
 - (2) Remuneration for our employees is undertaken solely by **mppa**. Direct payments of any kind given to our employees by the customer are not permissible.
 - (3) At the end of the event **mppa** will submit to the customer a transparent account. Payment of the invoice is due in the full amount as shown without deduction on receipt of invoice.
 - (4) Withdrawal from the contract during its current period of validity is excluded for both parties.
- Cancellation of ordered personnel after conclusion of contract is regulated as follows:
- up to 3 days before the start of the event 50% of the amount contracted for is payable
 - 2 days or less before the start of the event 100% of the amount contracted for is payable.

§ 4 Liability

- (1) Our employees are covered by public liability and accident insurance as legally required.
- (2) The customer is required to make our employees aware of the safety regulations applying to his facility in order to guarantee that all safety regulations are observed.
- (3) **mppa** is not liable for any damage caused by or occurring through our employees in the course of their activities with the customer insofar as this is legally permissible. Similarly the customer indemnifies **mppa** against any claims made by a third party for damages in connection with the performance of his/her cash payments, assigned duties. **mppa** also accepts no liability whatever to any extent where our employees are assigned duties involving the handling of money such as accepting transfers and other money transactions, the management and transport of money or valuables and securities.

§ 5 Confidentiality, data protection

- (1) The customer undertakes neither to store, to process nor to submit to a third party the data necessary for fulfilling his contractual obligations without the consent of **mppa**.
- (2) Utilisation of data for his own purposes is also not permitted.

§ 6 General

- (1) Amendments to the contract and collateral agreements are valid only in the written form. Orally made collateral agreements do not exist.
- (2) Should any clause of the contract be or become ineffective, the validity of the other contractual agreements remain unaffected. In place of the ineffective clause a legally permissible clause nearest in meaning to the invalid clause shall be inserted.

§ 7 Venue of jurisdiction

Venue of jurisdiction for litigation resulting from this contract is the court of Schleswig.

