

Stand security

15

Deadline: October 13th 2023

Company
Street, No.
Country, postcode, city

Contact person
E-Mail
Phone number Stand No.

Contractor:

ELOO Sicherheit GmbH
Glasbergweg 7, 79822 Titisee-Neustadt, Germany

Tel. +49 7651 9365- 498 Mobil +49 173 9053687
info@eloo-sicherheit.de | www.eloo-sicherheit.de

Price	
	€/h
All-in price including all supplements	32,00

Prices do not include VAT

Stand assembly time			
Number of guards:			
Date		to	
Time		to	

During the exhibition			
Number of guards:			
Date		to	
Time		to	

Dismantling			
Number of guards:			
Date		to	
Time		to	

Date and Place

Stamp and Signature

Plaza Culinaria

Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG
Messe Freiburg
Neuer Messplatz 1
79108 Freiburg im Breisgau

Tel. +49 761 3881- 02
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General terms and conditions of the security company

1. General

a) Security services may only be provided by security companies commissioned by Messe Freiburg. The employment of private persons or other security firms for this purpose is prohibited. The security company commissioned by Messe Freiburg is entitled to expel any other, unauthorised security firms from the exhibition grounds.

b) Security services will be provided by uniformed security guards.

c) The employees of the security company are obliged to enter all occurrences into a security service record; these incidences will be reported to the customer by security management.

d) Since all the items and objects listed in the security service records are reviewed when a stand is handed over, or returned, the process of handing over and returning a guarded stand shall only proceed in the presence of authorised persons.

2. Limitation of liability

a) The security company is obliged to place a contract with an insurance company for third party insurance in accordance with § 6 of the ordinance applying to security service companies. The liability follows from the liability insurance policy for security service companies in Germany. The customer is entitled to demand evidence that such insurance has been taken out.

b) The extent of liability shall be restricted to the following sums

I) Personal injury, damages to property and financial loss (flat rate)*	€ 5,000,000.00
II) for pure financial loss**	€ 250,000.00
III) for loss of secured items	€ 20,000.00

* Processing damage as well as loss of borrowed keys or chip cards are insured up to the sum insured by the contract for damage to property.

** per insurance claim, limited to € 500,000.00 for all insurance claims in an insurance year

3. Liability claims

a) The employees of the security company are obliged to enter all occurrences into a security service record, these incidences will be reported to the customer by security management. These records shall contain all items and objects to be covered by the liability insurance of the security company in the event of loss, risk or damage, this liability only applies if the hired security service caused the damage in question. The signatures put under these records are legally binding and apply to all details included in the provision of security services. Damages to or the loss of recorded items are to be immediately noted with the security management upon handover. No liability shall be accepted in the case of a belated statement or communication of a claim. The security company does not assume liability for any items or objects that have not been listed in the records. Security management must be informed if the customer refuses to sign the hand over minutes when he returns the stand. The absence or loss of a guarded item or object is the only reason acceptable for refusal. Should the signature be refused without a statement of reason, or by stating any other reason(s), the security company excludes liability for the entire security service period. After Deadlineation of the exhibition / event the security service records shall be handed over to Messe Freiburg. Customers wishing to

provide evidence of the security services rendered are entitled to ask for the release of these records at any reasonable time.

b) If the security company, or its insurers, refuse to accept a claim for damages, then the customer must pursue the claim through the courts within a period of 3 months, otherwise any claim shall become void.

4. Order processing / conditions of payment / cancellations

a) Stand security personnel can only be ordered directly from Messe Freiburg by using the appropriate order form.

b) Invoices are issued by Messe Freiburg. The settlement of these invoices is immediately due upon receipt. Cost set offs or retention of security fees are not permitted. Irrespective of this, Messe Freiburg is entitled to issue invoices before or during the exhibition / event to be settled immediately in cash or by cheque.

c) The invoice shall contain a detailed list of the security company's duty hours. The hours worked, which will be documented and stored in handover reports, shall be billed in 15 minute increments. Deviations between hours planned and actually worked are to be corrected and considered directly upon invoicing.

d) Cancellations or reductions of services already ordered must be communicated in writing to Messe Freiburg no later than 12 hours prior to the commencement of security duty. Later cancellations or reductions will be charged to the account of the customer without deductions, even in the event of non performance.

5. Surcharges

a) All orders received prior to the deadline stated will be charged with the regular rate per hour of service. In cases of belated arrival of orders the following surcharges ensue:

14 days prior to onset of the event	25%
up to 7 days prior to onset of the event	50%
on the day stand assembly period begins	100%

b) We expressly reserve the right to deny a binding provision of services if orders are received after deadlines have expired.

6. Commencement of contract

The security contract shall have binding nature for the security company as soon as the customer receives from Messe Freiburg a written order confirmation.

7. Jurisdiction

Jurisdiction shall be the seat of management of the security company, unless agreed otherwise.