

STAND-NO.: \_\_\_\_\_ HALL: \_\_\_\_\_

14



**HUND & HEIMTIER**

Europasieger-Ausstellung  
und Messe für Tierfreunde

Forward to appropriate contractor

Westdeutscher Wach- und Schutzdienst  
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**Stand security service**

*(Please return up to 2 weeks before start of the trade fair)*

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Person responsible: \_\_\_\_\_ Stand no: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Hotline in the case of event: \_\_\_\_\_

City, date: \_\_\_\_\_

Company stamp, legally effective signature: \_\_\_\_\_

**Stand surveillance**

from (Day 1) \_\_\_\_\_ to (last day inclusive) \_\_\_\_\_

Start time **Day 1:** \_\_\_\_\_ hrs      Start time **last day:** \_\_\_\_\_ hrs      Start time **other days:** \_\_\_\_\_ hrs

*Duty starts from the above times and continues until the arrival of the stand personnel or until relief on the following morning. Accounting is in accordance with the time confirmed in the record of duty or in the stand records.*

Remarks

**Surveillance is to be carried out according to the following official instructions:**

*Security staff are to ensure that no unauthorised persons set foot on the stand and that theft and damage are prevented. Damage must be reported immediately to the security office. Individual valuable articles (e.g. Laptops) are to be handed to security staff and are to be secured or locked away, and are to be entered in the inventory list which is to be completed at the start of duty. One person, who takes over the exhibition stand on arrival of the stand personnel, is to be named in the inventory list.*

*I/We undertake to pay for the above ordered stand surveillance per hour of duty and per person € 15.80 plus supplements as well as the statutory VAT. (Supplements: 25 % between 2200hrs and 0600hrs, 50 % for Sundays and 100 % for holidays)*

regular stand surveillance with one security person in accordance with the above given times and days

additional stand surveillance \_\_\_\_\_ security personnel from \_\_\_\_\_ to, from \_\_\_\_\_ to \_\_\_\_\_ hrs

*I/We have also taken note of the agreements and the restrictions of liability and the limits of liability noted on the reverse of this contract. The above surveillance instructions only are relevant for the execution of security measures. The security company accepts no liability for damage which results in connection with activities which are not part of the actual security tasks. **The security company reserves the right to accept cash at the stand. We request telephone consultation for payments by credit card.***

*A supplement of 15 % can be raised with award of contract within the last two days before the first day of the trade fair.*

# **BDWS – General Terms and Conditions of the German Security Guard Services (valid from 1<sup>st</sup> May 2002)**

## **1. General performance of duties**

- (1) In accordance with § 34 a 1 of the Business Act, the security guard business is a profession requiring approval which performs its duties in the form of an area, separate or special service.
  - (a) Area guard duties are performed in uniform by single patrolmen or radio patrol cars. If not otherwise agreed, the objects to be guarded and grouped in the area are inspected on each patrol, if possible, at irregular intervals.
  - (b) Separate guard duties are normally carried out by one or several male or female guards, or male or female gatekeepers, employed specially for one or several objects spatially related to one another. The specific activities are set forth in special regulations.
  - (c) The special services include, for example, checking of persons, the accompaniment and protection of persons, money and valuables services, security posts, the operation of alarm and emergency centres ( service centres ) as well as the performance of pay-office, security and supervisory services at exhibitions, fairs, events and other services.
- (2) The mutual duties of the contractor and the security companies are laid down in appropriate contracts.
- (3) The security company provides its activity as a service (no transfer of personnel in accordance with the Act on Business Employee Transfer of the 7<sup>th</sup> of August 1972 in the new notification of the 3<sup>rd</sup> of February 1995, last revised per the act dated 16<sup>th</sup> December 1970 (BGBl 1, A. 2970 ), whereby it employs its personnel as vicarious agents. The selection of the personnel employed and the power to give instructions – except when delays are dangerous – lies exclusively in the hands of the security company commissioned.
- (4) The company is fully responsible for the fulfilment of all statutory, governmental, social and professional obligations in connection with its employees.

## **2. Patrol regulations**

The written patrol regulations / the alarm plan are/is solely decisive for the performance of the service in each individual case. They/it contain(s) the contractor's instructions in accordance with the detailed provisions for patrols, checks and other duties to be rendered. Changes and supplements to the patrol regulations / to the alarm plan require written consent. Other than when unpredictable emergency situations make it necessary, the checks, patrols and other duties can be dispensed with in certain cases.

## **3. Keys and emergency addresses**

- (1) The necessary keys required for performing the service are to be provided free-of-charge by the contractor in good time.
- (2) The security company is liable within the scope of paragraph 10 for the loss of keys caused by the security personnel either through negligence or through a deliberate act. The contractor provides the security company with the addresses which can also be notified by telephone at night in the event that an object is in danger. Changes to addresses must be notified to the security company immediately. In instances in which the security company must perform alarm follow-up caused by alarm systems that have been triggered, the contractor must give instructions on the sequence in which notification is to be made.

## **4. Complaints**

- (1) Complaints of any nature whatsoever which relate to the performance of the service, or other irregularities, are to be notified immediately upon establishment to the management of the security company for the purpose of remedy. Rights resulting from such complaints cannot be enforced if such notification is not made in good time.
- (2) Repeated or gross violation of the performance of the service only justifies cancellation of the contract without notice when the security company, after receiving written notice, does not remedy the situation within a reasonable period of time – at the latest within 7 working days.

## **5. Duration of contract**

The contract – if not otherwise agreed upon in writing – is valid for 1 year. If not cancelled within 3 months prior to expiry of the initial period, it will automatically be extended by a further year and thereafter by a further year etc.

## **6. Performance by other companies**

The security company is entitled with the consent of the contractor to employ the services of other approved and reliable companies in the fulfilment of its duties in accordance with § 34 a GewO.

## **7. Interruption of security guarding services**

- (1) In the event of war or strikes, unrest and other Acts of God, the security company can interrupt the service, or reorganise appropriately, when the performance of the service becomes impossible.
- (2) In the case of interruption, the security company is obliged to reduce payments, for example, by the amount of wages saved during the period of interruption.

## **8. Premature cancellation of contract**

- (1) In the event that the contractor removes or in case of the sale or other abandonment of the contract object or subject, the contractor can cancel the contractual relationship with a period of notice of 1 month.
- (2) If the security company relinquishes the area then it is also entitled to cancel the contract prematurely whilst observing the period of notice of 1 month.

## **9. Legal succession**

In the case of the death of the contractor, the legal successor enters into the contract unless the subject of the contract mainly concerned personal interests, in particular, the protection of the contractor as a person. The contract is not affected by death, other succession or changes in the legal status of the security company.

## **10. Liability and limitation of liability**

- (1) The liability of the security company for damage to property and pecuniary loss which it or its legal representatives or its vicarious agents cause, is limited to the maximum sum stated in § (3) when the damage is not caused by deliberate or gross negligence on the part of the security company itself, its legal representatives or vicarious agents or through violation of important duties contained in the contract.

- (2) Liability of the security company in the case of slight negligence is limited to the damage which is typical and foreseeable for comparable businesses.
- (3) The maximum limits stated in § (1) are:
  - a) 250.000€ for damaged property
  - b) 15.000 € for the loss of objects guarded
  - c) 12.500 € for pecuniary damage only.
- (4) Claims for compensation for property and pecuniary damage asserted directly against the employees are excluded to the extent that they have not caused such damage deliberately or negligently or through violation of important contractual duties. In the event of damage caused by negligence, the liability of the employees is limited to the damage typical and foreseeable for comparable businesses.
- (5) § 6 of the security guarding act stipulates that liability insurance is to be taken out by the security company. The contract of insurance is subject, unreserved, to the general conditions of liability insurance ( AHB ) and the conditions for the liability insurance of security companies. This insurance protection does not include, in particular, damage that does not relate to the actual security service provided, for example, acceptance of the obligation to grit icy surfaces in winter, the operation of devices or facilities to protect against the sun or in the operation and care of machines, boilers, heating apparatus, electrical or similar installations.

## **11. Enforcement of liability claims**

- (1) Claims for compensation must be submitted to the security company within a period of 4 weeks after the rightful claimant, his lawful representatives or vicarious agents have become aware of the damage caused. If the amount of damage cannot be assessed financially within this period, it is sufficient, but also necessary, that the damage is enforced on the basis of the cause of such damage. Claims for compensation not enforced within this period are excluded.
- (2) The contractor is also obliged to immediately give the security company the opportunity of carrying out all necessary investigations to establish the cause of the damage, the nature of the damage and the amount of damage either itself or through its representatives. Costs incurred through the contractor either not fulfilling his duties at all or only performing delayed fulfilment are for his account.

## **12. Liability insurance and proof**

The security company is obliged to take out liability insurance within the scope of the liability accepted, the limits of which are contained in § 10. The contractor is entitled to demand proof that such insurance has been taken out. The sums insured are set forth in the act relating to security guarding services in the version dated 7<sup>th</sup> December 1995.

## **13. Payment**

- (1) Contractual payments, if not otherwise agreed, are to be made monthly in advance.
- (2) Off-setting and retention of payments is not permitted unless there is a claim that is undisputed or is of legal force.
- (3) In the case of delays in payment in spite of reminders, the duties of the security company and its liability will be suspended without the contractor being released in any way from payments for the duration of the contract or from the contract itself. Otherwise § 286, section 3 BGB is applicable.

## **14. Price changes**

In the event of changes to or the introduction of new legal taxes, duties, insurance premiums, motor vehicle operating costs, wages, fringe benefits, caused, in particular, by the conclusion of new master wage agreements or other collective bargaining agreements, the amount of the payment is to be amended by the sum resulting from the change in wage costs, fringe benefits and other costs mentioned above contained in the hourly rates charged for the performance of the contract plus currently applicable taxes and duties. Appropriate confirmation by the BDWS is sufficient for the enforcement of the revised labour costs.

## **15. Commencement of contract, contract changes**

- (1) The contract is binding for the security company from the point of time at which the contract acknowledgement is submitted to the contractor.
- (2) Subsidiary agreements, changes, supplements or restrictions to the contract are required in writing.

## **16. Poaching restraint and contractual penalty**

- (1) The contractor is not permitted to entice employees of the security company to give up their employment and take up new employment either as a self-employed or direct employee of the contractor. This provision remains valid for a period of 6 months after termination of the contract.
- (2) Should the contractor violate the provisions of § 1, he is obliged to pay a penalty amounting to 6 times the monthly fee.

## **17. Data privacy protection**

- (1) The provisions of the current version of the Federal Data Privacy Protection Act (ATSG), in particular §§ 27 and the following for non-public companies apply.
- (2) § 5 ARSG applies in particular (data secrecy).
- (3) In the event of violation of the provisions on data privacy protection, the liability stipulations as per paragraph 10 shall apply.

## **18. Place of jurisdiction and place of fulfilment**

If the contractor is a businessman, a public law body or a public law fund, then the place of fulfilment and place of jurisdiction are the management offices of the security company. This agreement on the place of jurisdiction also expressly applies in the case of

- a) the party to be charged by bringing suit changes its premises, its place of residence and / or its usual domicile after conclusion of the contract,
- b) claims resulting from the contractual relationship are enforced through the medium of reminders.

## **19. Concluding provision**

In the event that any of the provisions of this contract become legally void, they shall be reinterpreted such that the economic purpose associated with the void provisions is achieved. The validity of all remaining provisions is not affected.