

**Contract on the use of the "Stilbrvch" event venue of the Georg-
August University student body
in the basement of the „Verfügungsgebäude“
(PIZ no.: 5361, Platz der Göttinger Sieben 7, 37073 Göttingen)**

Between:

1) Student body of the Georg-August-University

represented by:

**General Students' Committee (AStA) of
the Georg-August-Universität Göttingen**

Goßlerstraße 16a
37073 Göttingen

Represented by:

**The Chairman Jan Stefes
the financial officer Maja Horstrup**

Phone: 05513934564

Fax: 0551 3934571

e-mailinfo@asta.uni-goettingen.de

And the university group:

-in the following: AStA-

2) _____

Represented by:

Name: _____

Address _____

Phone: _____

Mobile: _____

E-Mail: _____

-in the following: User

The AStA allows the user to use the event centre "Stilbrvch" of the Students' Union of the Georg-August-University in the basement of the administration building (PIZ-No.: 5361, Platz der Göttinger Sieben 7, 37073 Göttingen) for the period

from: _____ at _____ o'clock until: _____ at _____ o'clock.

The rights and obligations of the contractual partners result from the provisions § 4 para. 3, §§ 6 to 16 of the Directive on the Use of the "Stilbrvch", Student Union Event Centre (Rich-Ver), which is part of this usage agreement (Annex 1).

The items provided to the user for use must be treated with care. Damage or loss to the user, their guests or the event shall result in the obligation to pay compensation.

The usage fee to be paid by the user to the AStA in accordance with § 6, Annex 1 RichVer is as follows

_____ **Euro plus VAT (in words _____)**).

The user to the costs arising from this contract in advance. The user is privately liable for all obligations arising from this contract with his/her entire assets.

Should individual agreements of this contract be void or unlawful, this shall not affect the validity of the remaining agreements. The principle of analogous fulfilment of the contract shall apply.

The user was authorised to use the Stilbrvch at the AStA meeting _____ authorised.

(place, date)

(place, date)

(AStA Chairperson)

(user)

(AStA finance officer)

Annex 1: Directive on the use of the "Stilbrvch", event centre the student body (RichVer)

§ 1 Purpose of this guideline

These guidelines regulate the use of the event centre "Stilbrvch" of the student body of the Georg-August University of Göttingen in the basement of the administration building (PIZ no.: 5361, Platz der Göttinger Sieben 7, 37073 Göttingen), in particular the criteria for allocation to authorised users and the usage relationship itself.

§ 2 Purpose and management of the event centre

- (1) The Event Centre serves to promote the interests of the student body of the Georg-August-Universität Göttingen within the meaning of § 20 para. 1 sentence 3 NHG. It is made available exclusively to student groups registered with the University of Göttingen for non-commercial use by these guidelines.
- (2) The event centre is managed by the AStA. It manages the use but is not the operator of the VZ or the organiser of the individual events.

§ 3 Authorised users

- (1) Student groups within the meaning of § 2 sentence 1 are initially authorised to use the facilities.
- (2) Persons or groups whose activities or intended use of the event centre are directed against persons based on their political views, nationality, skin colour, religion, world view, origin, sexual orientation, social and biological gender or their external appearance or social status are not entitled to use the event centre.
- (3) The right of use of the authorised persons named in § 3 Para. 1 is generally limited to a maximum of three major events (Category A, see Annex 1.1) per year.

§ 4 Legal obligation

- (1) The provisions of this guideline apply to use by bodies of the student body.
- (2) Authorised users within the meaning of § 3 para. 1 are obliged by contract to comply with the provisions of para. 3 and the §§ 6 to 16 of this directive.
- (3) Authorised users already undertake to pay the fees due in the event of the award of the contract by participating in the award procedure by § 5.

§ 5 Award procedure

The event room is allocated by the AStA. An authorised user must apply to the AStA for a period of use, usually 8 weeks before the planned use. A usage period begins at 12:00 noon on one day and ends at 12:00 noon on the following day.

§ 6 User fee

- (1) Users of the event centre pay a usage fee to the AStA in accordance with Annex 1.1 (Category A: large event, maximum 399 people).
- (2) The AStA charges a reduced usage fee for small events organised by authorised users as defined in Section 3 (1). Small events within the meaning of these guidelines are events for which no admission fee payable and which have a maximum number of participants of 150 people. (Category B: small event).
- (3) The AStA charges a reduced usage fee for micro-events and workshops of authorised users within the meaning of § 3 para. 1. Micro-events and workshops within the meaning of this guideline are events for which no admission fee or ancillary costs are payable and which have a maximum number of 30 participants. (Category C: Micro-events and workshops).
- (4) The AStA does not charge a usage fee for plenary sessions of authorised users within the meaning of § 3 para. 1. Plenary sessions within the meaning of this guideline are events without public access, which provide for use until midnight at the latest on the day of the event. (Category D: plenary session).
- (5) Due to a change in the law, from 01.01.2025 the student body is obliged to collect and pay VAT on its income from the so-called. and pay sales tax on its income from so-called asset management (§ 12 para. 1 UStG). The tax rate is currently 19% and will be added to the previous and currently valid usage fee (see Annex 1.1 Usage fee). Any increases in the tax rate must be adjusted accordingly.
- (6) User fees must be paid in advance by bank transfer to AStA cash office (IBAN: DE03 2605 0001 0000 0891 69 BIC: NO- LADE21GOE Account: 89169 BLZ: 260 500 01 Sparkasse Göttingen).

§ 7 Deposit

A deposit is not charged.

§ 8 Event liability

As the organiser, the user is obliged to take out the operator's liability/event insurance. Proof of insurance must be provided to the AStA in writing in advance.

§ 9 General Terms of Use

- (1) The requirements of the fire safety regulations of the Georg-August-Universität Göttingen and the NVStättVO must be observed. In addition, the Central Room Allocation Office must be informed of the number of participants and the person responsible for the event, usually 6 weeks before the start of the event (room application/form for celebrations at cherheit@uni-goettingen.de). The Central Room Allocation Office organises the safety inspection for the event, for events with 100 or more participants, which must also generally be notified 6 weeks before the start of the event at the above e-mail address (see Annex 1.2 Documents from Facility Management and also to veranstaltungssicherheit@uni-goettingen.de).
- (2) A certified security company must be commissioned to organise events; the user shall bear the costs for this security inspection. The Facility Management reserves the right to check the security company's employees for their authorisation in accordance with § 34a GewO/ Bewachungsverordnung before the start of the event. The individual employees must carry appropriate proof and present it to the University upon request.
- (3) All technical building systems may only be operated or modified by university staff.
- (4) The persons responsible for the event will be given a key to the premises of the "Stilbrvch" for the duration of the agreed use. If this key is lost, the persons responsible for the event shall bear the consequential costs arising from the loss.
- (5) At events, the use of sound systems is limited to the sound systems provided on-site. The use of other external sound systems is prohibited.

§ 10 Registration with GEMA

The user is obliged to obtain all authorisations required for the event themselves. This also includes any necessary registration with GEMA.

§ 11 Value-added tax liability

Events at the VZ may only be organised for non-commercial purposes. Should it be determined that an event is relevant for VAT purposes, the organiser or their representative is liable to the tax office. It is the duty of the user/organiser to check any VAT liability and, if necessary, to provide proof and pay any taxes. The users have hereby been informed by the Asta of the mandatory VAT regulations.

§ 12 Domestic authority

The exercise of domiciliary rights is the sole responsibility of the AStA within the framework of the applicable agreements with the University. During the event, the AStA may extend its domiciliary rights to include the security company.

§ 13 Right of access

Persons responsible for the AStA and persons authorised by the AStA or the University of Göttingen must be granted unrestricted access to the event room at all times in order to carry out their duties. AStA representatives are usually on-site during major events.

§ 14 Cleaning

Cleaning shall be carried out by the user within the allocation period. The costs incurred shall be borne by the organiser. A fee will be for soiling in the event room and in the entrance area of the event centre that is not removed by the user. As a rule, a one-off deadline will be granted for subsequent cleaning. The deadline must be set in such a way that the operation of the event centre is not impaired. If the subsequent cleaning is also not carried out or is insufficient, the user shall bear the costs of cleaning.

§ 15 Handover

A handover shall generally take place at the beginning and end of the award period; this may be deviated from in justified exceptional cases. A handover protocol will be drawn up.

§ 16 Damage or loss

If, after a period of use, damage to or loss of the event room or items the event room is discovered that can be significantly attributed to the event, the user shall bear the corresponding restoration costs. The AStA will invoice the user for the damage or loss in accordance with the handover protocol. If within one week of signing the handover protocol, damage or loss is discovered that is largely attributable to the user's event, the user shall bear the corresponding costs for restoration.

§ 17 Withdrawal

- (1) If the user cancels the use of an allocated allocation period, he/she must pay the basic rent and the flat-rate administration fee in accordance with Annex 1.1. Notwithstanding sentence 1 the basic rent is not payable if the cancellation is made at least two weeks before the start of the allocation period. At the user's request, the AStA may waive any payment if the event does not take place.
- (2) In the event of cancellation of the contract of use by the user, the user must bear any costs incurred due to the preparation of the event prior to the cancellation. The Asta will not assume these costs.

§ 18 Violations of the provisions of this Directive

- (1) In the event of violations of the provisions of these guidelines, the AStA may exclude the persons, groups or organisations concerned from future use.
- (2) If it is determined that the event category does not correspond to the actual circumstances, the AStA reserves the right to charge an increased usage fee.

§ 19 Further provisions

The AStA can make further regulations within the framework of ongoing administration or make them the subject of contracts with the users, insofar as they are necessary for the trouble-free operation of the event centre.

§ 20 Entry into force

This guideline comes into force on the day after its public announcement by the AStA.

§ 21 Exclusion of liability

The AStA is not liable for any costs or expenses incurred if an event is not held or is cancelled prematurely for technical or other reasons.

Annex 1.1: User fees (in euros)

<i>Category</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
<i>Basic rent</i>	200	-	-	-
<i>Administrative costs</i>	30	30	30	-
<i>Ancillary costs</i>	170	70	-	-
<i>Net amount</i>	400	100	30	0
<i>Plus statutory sales tax</i>	76	19	5,70	-

Annexe 1.2: Building management documents

1. Form for celebrations (for all events in Stilbrvch): <https://asta.uni-goettingen.de/wp-content/uplo-ads/2024/11/Anmeldung-fuer-Feiern.pdf>
2. Safety acceptance (from 100 participants): <https://asta.uni-goettingen.de/wp-content/uplo-ads/2024/11/Sicherheitsprotokoll-Abnahme-Stilbrvch.pdf>

The documents are usually 6 weeks before the start of the event to:
veranstaltungssicherheit@uni-goettingen.de

Annexe 1.3: Legal Note

Please note that in the event of any ambiguity regarding the content of this contract, the German document shall always prevail.