GCB Affiliation Programme
Terms and Conditions for Membership

These Terms and Conditions for Membership specify the mutual rights and obligations of GCB and yourself as the Affiliate, arising from the Affiliation Agreement concluded with you. Changes or amendments to this Agreement shall not be valid unless they have been made in writing.

1. Commitments undertaken by GCB

To realise the objectives of the GCB Affiliation Programme, GCB undertakes to provide the Affiliate with the services specified in the brochure entitled Partnerprogramm des GCB German Convention Bureau e.V. (Affiliation Programme of the German Convention Bureau, GCB). The contractual parties agree that the brochure only specifies the GCB’s commitments in general terms.

2. Commitments undertaken by the Affiliate

To participate in the GCB Affiliation Programme, the Affiliate undertakes to pay GCB an annual fee of EUR 3,150 (Business Affiliation Programme) or EUR 15,750 (Premium Affiliation Programme) plus German VAT.

The amount is payable at the beginning of each contract year and is due no later than two weeks after the beginning of a contract year; payment must be made by direct bank transfer to GCB’s account no. 4 539 800, BLZ (bank code) 503 201 91 at Bayrische Hypo- und Vereinsbank AG.

3. Logo and trade name

GCB shall provide the Affiliate with the right to use the GCB logo and trade name within the context of the Affiliate’s business activities and enable it to develop its own advertising and marketing activities, on condition that the Affiliate observes the loyalty duties specified in clause 4 of these Terms and Conditions for the duration of its membership in the GCB Affiliation Programme. The said logo and trade name may only be used with the following wording: “Partner des GCB German Convention Bureau” (Affiliate of the German Convention Bureau, GCB)

Any graphical depiction requires prior written permission from GCB. As soon as the Affiliate’s membership of the GCB Affiliation Programme terminates, the Affiliate must remove the logo immediately from all its correspondence and refrain from any reference to its former GCB affiliation.

GCB is entitled to refer to the Affiliate’s membership in the GCB Affiliation Programme for the duration of the Affiliation Agreement.

4. Loyalty, confidentiality and non-exclusiveness
1. The parties to this Agreement undertake to maintain mutual respect, proper conduct and loyalty. Neither party shall make negative statements about the other party or its work. The parties must safeguard each other’s legitimate interests, particularly their reputations. These commitments shall continue beyond the termination of this Agreement.

2. Except for any existing statutory duties of information, the parties must treat the content of this Agreement as confidential towards third parties, particularly with regard to any commitments undertaken towards each other. This commitment shall continue to be applicable beyond the termination of the Agreement.

3. GCB is entitled to enter into further affiliation agreements with other affiliates.

5. Liability and exclusion of liability

1. If an activity needs to be cancelled at short notice for reasons that are within GCB’s responsibility and if the activity cannot be rescheduled, then an appropriate proportion of the fee that has been received shall be repaid to the Affiliate. We hereby expressly specify that GCB shall not be liable for further-reaching compensation, unless a claim arises from intent or gross neglect on the part of GCB, its vicarious agents or its legal representatives.

2. The parties also expressly specify that GCB shall bear no liability for the achievement of objectives pursued by the Affiliate.

3. The Affiliate hereby releases GCB from any liabilities where GCB may be subject to third-party damage claims arising in connection with the Affiliate’s own marketing activities, especially activities held at trade shows or at other events organised by GCB.

6. Termination

1. The parties hereby expressly specify that this Agreement is not subject to ordinary termination during the agreed term.

2. Either party is entitled to terminate this Agreement at any time and without notice in the event of a compelling reason (termination for cause). Termination for cause (with entitlement for termination without notice) shall apply to the following cases, in particular:

   a) A party has culpably violated one of its essential contractual commitments, particularly any of those specified in clauses 1 to 4 in these Terms and Conditions, and has failed to stop the violation within the set period even though it has received a written warning, specifying a reasonable deadline. Prior warning with a reasonable deadline is not required if the other party has seriously and finally refused performance or if there are special circumstances justifying immediate termination for cause upon weighing the two parties’ interests.
b) The other party has culpably violated legal provisions which directly or indirectly impact the execution of this Agreement or which have in some other way offended common decency and which therefore make it unreasonable to continue execution of this Agreement until its agreed expiration.

c) Insolvency proceedings have been opened or applied for in respect of the other party's assets; the opening of insolvency proceedings shall be deemed as being on the same level as the rejection of such proceedings for lack of assets.

3. GCB shall furthermore have a right to immediate termination of the Agreement for cause in any of the following cases:

4. a) The Affiliate has experienced significant changes resulting from the transformation, merger, demerger, transfer of assets or any other changes to corporate control or group membership, with the result that it is no longer reasonable for GCB to continue execution of this Agreement – or:

b) The Affiliate has failed to meet a payment obligation despite a written warning, setting at least a two-week deadline.

5. The Affiliate shall furthermore have a right to immediate termination of the Agreement for cause in any of the following cases:

a) Contractually agreed performance turns out to be impracticable due to circumstances within GCB's responsibility. It follows that impracticability due to unforeseeable and/or unavoidable occurrences, particularly force majeure, do not entitle the Affiliate to terminate the Agreement for cause.

b) GCB has ceased to develop the agreed activities.

7. Written form, receipt of statements and ban on assignment

1. Any changes or amendments to the Affiliation Agreement and these Terms and Conditions shall only be valid in writing and with signatures. This also applies to any change to this written form clause.

2. Any statements addressed to the other party must be issued in writing, with signature. Statements issued by fax or email are only valid if they are confirmed immediately by surface mail. Notices of termination must be submitted in writing.

3. Any receivables and other claims arising from the Affiliation Agreement and these Terms and Conditions must not be assigned to third parties.
8. Place of jurisdiction and applicable law

1. The place of jurisdiction for all legal disputes arising from or in connection with the Affiliation Agreement and these Terms and Conditions shall be Frankfurt am Main alone.

2. The Affiliation Agreement and these Terms and Conditions are governed by German law.

9. Severability

Should any provision or part of a provision of the Affiliation Agreement or these Terms and Conditions be or become invalid, then this shall not affect the validity of the remaining provisions. In such a case the invalid provision shall be replaced by a reasonable provision that comes as close as possible to the parties’ intention if they had been aware of the relevant point at the conclusion of the Affiliation Agreement. The same applies to gaps in contractual provisions.