

Room Allocation Regulations of RWTH Aachen University

Dated February 2, 2007,

**in the Second Revised Version of the Room
Allocation Regulations**

Dated June 12, 2013,

Published as a Complete Version

Please note that the English version of this guideline is purely for your convenience and is not legally binding. Only the German version is legally binding.

Based on § 2 (4) of the law governing the Universities of the Federal State of North Rhine-Westphalia (HG) in the version dated October 31, 2006 (Law and Official Gazette NRW p. 474), most recently amended by Article 1 of the Act to amend the Higher Education Act and the Art Colleges Act dated December 18, 2012 (Law and Official Gazette of the State of North Rhine-Westphalia 2012, p 669) Aachen University has issued the following regulations:

§ 1 Scope of Application

This administrative regulation applies to the allocation of university rooms (including provided furnishings, equipment, etc.) that are subject to allocation by the Facilities Management Department (cf. Room Allocation Fee Regulation) as well as traffic areas that are not also parking areas.

§ 2 Allocation Rules

- (1) The premises and traffic areas of RWTH may be made available for holding events upon request, provided that their public-law purpose is maintained. The allocation of the rooms and areas specified in § 1 and the room allocation fee regulation as well as the handling of the legal relationships resulting from the awarding shall be governed by the agreements concluded on the basis of this administrative regulation. There is no legal entitlement to an allocation.
- (2) The request for the allocation of rooms or spaces shall be submitted stating
 1. the topic of the event
 2. the name and address of the organizer
 3. the name and address of the event manager (responsible person)
 4. the day, time and duration of the event, including preparation time and time required after the event
 5. the need for devices and equipment
 6. the participants in the event
 7. any admission fee, other financial contribution or other contribution to costs, including voluntary contributions
 8. the number of expected participants.

This is to be submitted no later than 14 days before the scheduled date. Insofar as rooms are requested for the meetings of university committees or group representations, the deadline is 8 days.

An exception to this are the events that can be booked directly by authorized persons via RWTH campus system.

- (3) If it is necessary to make a selection decision between several simultaneous applications and the allocation of the same room, events in Group I (§ 4 Para. 1) shall have absolute priority, events in Group II (§ 4 Para. 2) shall have limited priority. In the case of corresponding applications from the same event group, the time of receipt of the application is what counts.
- (4) An application for the allocation of rooms or traffic areas shall be rejected if
 - there are indications that the event constitutes a criminal offense
 - in connection with the event, it is to be expected that there will be a call to criminal acts
 - the event may pose a threat to security or order
 - the event may be used by third parties as a reason to cause danger to public safety or order
 - the ideological, political or religious neutrality of the University is called into question by the organizer or the type of event, or this impression could be created in public

- (5) The allocation may be revoked if
 - indications within the meaning of Paragraph 4 arise
 - the event topic communicated at the time of application is changed without the consent of RWTH
 - a permit under public law is required to hold the event, but the organizer does not have it or it is revoked
- (6) In the case of Paragraph 5, the organizer shall not be entitled to any claims for compensation against RWTH Aachen University, even if the revocation is based on the expected conduct of third parties.
- (7) If there is an important reason (e.g. unforeseen own demand) on the part of RWTH to allocate a room or traffic area that has already been promised to another party, the allocation that has already been made may be withdrawn under reasonable conditions. Claims for damages are excluded.

§ 3 Costs and Charges

The nature, scope and amount of the costs to be reimbursed by the organizer are governed by the room allocation fee regulations attached as an appendix. The Chancellor is responsible for changes to the room assignment fee policy.

§ 4 Event Groups

- (1) Group I events are:
 1. Meetings of University committees as well as of student representative bodies and councils and of group representations
 2. Events held by University facilities that serve direct official purposes (e.g. lectures and exercises)
 3. Events organized by student representative bodies and councils in fulfillment of the tasks of the student body pursuant to § 53 (2) HG (Higher Education Act)
 4. Public events of student associations and associations of other members or affiliates of the university that are in the interest of the University
 5. Events of the student communities
 6. Events financed from public funds or from funds of charitable foundations or such institutions that are predominantly maintained from public funds
- (2) Events according to items 4 - 6 only count as Group I if no cost contributions or fees are charged by the organizer.
- (3) Group II events are
 1. all events according to para. 1, items 4 - 6, for which cost contributions or fees are charged by the organizer
 2. Events organized by university institutions that are of a scientific or cultural nature but do not directly serve official purposes (e.g. strategy circles, congresses, symposia, panel discussions)

3. Events of a scientific or cultural nature organized by societies, associations or institutions which, according to their statutes, pursue scientific or cultural objectives and whose business operations are not aimed at making a profit.
- (4) Group III events are all events that do not fall under Groups I or II.

§ 5 Obligations of the Organizer

- (1) The organizer undertakes to ensure that the event runs properly and to treat the furnishings provided to them with care. They shall take suitable measures, in particular by issuing admission tickets or similar, to ensure under their own responsibility that the maximum number of visitors prescribed by the building authorities, which will be conveyed when the agreement is concluded, is not exceeded and that all safety regulations are complied with.
- (2) The organizer is obligated to obtain all permits required by public authorities or other bodies to be involved, depending on the type of event, in good time before the start of the event. The organizer is obliged to comply with the current legal regulations, in particular those relating to emission control, copyright, and tax law, as well as the special building regulations. Insofar as RWTH should be held jointly liable due to an organizer's breaching of their legal obligations, the organizer shall be obliged to indemnify RWTH against all claims.
- (3) If necessary, RWTH may commission a company to provide additional security personnel during the event at the expense of the event organizer or demand that the event organizer commission a company to be named by RWTH to do so at their expense.
- (4) The allocation of premises and space shall apply only to the applicant's own events. He or she is not entitled to sublet or transfer use to third parties, regardless of which form this takes.
- (5) The organizer shall notify RWTH immediately of any intended relocation or cancellation of the event.
- (6) The serving and consumption of food and beverages as well as smoking is not permitted in lecture halls and seminar rooms.
- (7) The event manager is responsible for the safety of persons and property in the rooms and areas allocated for the event for the duration of the event. In this respect, they exercise householder rights.
- (8) Any breach of the organizer's obligations shall entitle RWTH to reject applications from the same organizer without further review.

§ 6 Liability of the Organizer

- (1) The organizer shall be held liable for all personal injury and property damage caused to third parties, in particular to visitors to their event, their agents or themselves, as well as to RWTH and its employees when using the allocated rooms and their access routes, unless the damage is due to gross negligence or intentional action on the part of the owner or their employees.

- (2) RWTH Aachen University and its employees shall not be held liable for damages incurred by the organizer or third parties through the use of the rooms provided, insofar as such damages have not been caused intentionally or through gross negligence by employees in the performance of their official duties. The organizer shall indemnify RWTH and its employees against all claims asserted against them on this occasion.
- (3) Soiled rooms, areas, and access routes must be cleaned by the organizer at their own expense immediately after the event. If the event causes excessive wear and tear or damage to the rented room, the organizer shall be held liable for this, even if no organizational fault can be proven against them. Unless the organizer notifies RWTH in writing of any defects in the room provided prior to the start of the event, the room shall be deemed to have been provided in proper condition.
- (4) Insofar as rooms, circulation areas, and other furnishings and equipment are worn or damaged beyond their intended use as a result of an event, or insofar as items provided are lost, RWTH shall be entitled to demand from the organizer the typical costs of restoration or replacement.
- (5) If RWTH incurs additional costs as a result of the event, e.g. for waste disposal, special cleaning, use of external service providers, these shall be additionally reimbursed by the organizer.

§ 7 Special Agreements

- (1) In deviation from the aforementioned regulations, special agreements may be concluded with regular users, as well as users with a special commitment to RWTH Aachen University.
- (2) When agreeing on flat-rate user fees, particular consideration shall be given to the degree of administrative simplification as well as the University's interest in holding these events.
- (3) Special agreements concluded shall be reviewed regularly with regard to their expediency and economic efficiency.

§ 8 Final Provision

- (1) These Room Allocation Regulations shall be published in the official announcements of RWTH Aachen University and enter into force on the day after publication. The Room Allocation Regulations of RWTH dated January 12, 2004 (Official Announcement from January 15, 2004, Nr. 841, p. 5901-5909) shall cease to apply when these regulations come into force.
- (2) The Chancellor is entitled to adjust the room allocation fees at any time to the current factual and legal situation.

Issued based on the resolution of the Rectorate dated May 21, 2013.

Rector
of RWTH
Aachen University

Aachen, dated
June 12, 2013

sgd. Schmachtenberg

Univ.-Prof. Dr.-Ing. E. Schmachtenberg