

General Terms and Conditions (GTC)

For renting out the venue and services at Westhafen Pier 1 GmbH, Rotfeder-Ring 1, 60327 Frankfurt am Main, Germany.

Effective: August 2019

These General Terms and Conditions (GTC) refer to all agreements for transfer of use involving venue rooms and event equipment made available by Westhafen Pier 1 GmbH (hereafter called "lessor") as well as for rendering catering service (production, delivery of food and beverages, providing staff).

Our General Terms and Conditions apply exclusively; Conflicting conditions or different regulations from our GTC on behalf of the lessee are not acknowledged by the lessor unless the lessor has otherwise expressly agreed to them. Our General Terms and Conditions fully apply also in the case that we act and execute without any reservations when knowing that conflicting conditions on behalf of the lessee have occurred. Event organizers are deemed to be tenants.

§1 Terms of Contract

Contract- and contractual tasks involve the handover of the respective property for the time period stipulated in the date of confirmation and include the terms and conditions and additional services.

§2 Effectiveness of the Rental Contract

1. A binding contract involving the renting out of rooms, facilities and the respective furnishings as well as the service delivery does not go into effect with the signature of the cost calculation on behalf of the lessee, but only becomes effective when a written confirmation of the date of confirmation on behalf of the lessor has been made. The signature on behalf of the prospect lessee on the cost calculation is a declaration of acceptance on behalf of the prospect lessee and is a binding offer of conclusion which then needs a written consent on behalf of the lessor.
2. All contractual agreements between lessee and lessor shall be in written form. Any postcontractual agreements shall not be made orally.
3. With the conclusion of the contract, both parties confirm that no oral agreements shall be made.
4. Option Conditions
Due to the high demand for specific time periods, it is impossible to confirm a binding reservation for a date or time period during the planning phase. Therefore so-called option conditions are communicated. These do not stipulate a binding offer for a contractual conclusion, but simply demonstrate a ranking clarification during the booking process. The offered option has a two-week period of validity and automatically shall become null- and void afterwards.
Upon consultation an individual extension shall be made possible. Should an other prospect lessee rent the same space during the option- and/or extension phase, the lessor shall reserve the right to annul the previous option without compensation or entitlements to damage claims.

§3 Nature, Content and Objectives of the Rental Contract

1. The rental contract is exclusively made for the provision of respective rooms, facilities of the premises. The provision of additional furnishings as well as e.g. lighting and sound technology is subject to a separate contract and payment.
2. Without a written consent on behalf of the lessor, the lessee shall not be granted the right to make the rented property available to third parties or to sublease the rented property to any third parties. A refusal to this consent does not in any way grant a special right of termination of contract on behalf of the lessee.
3. The lessee agrees that the lessor exercises the domiciliary right towards the lessee and the lessee's staff and guests. The domiciliary right is also to be carried out by the lessor's employees or commissioned persons acting on the lessee's behalf.
4. The lessee is obliged to name an accountable person in due time, latest by the beginning of the rental period who must be present and available at all times including during the construction- and dismantling period as well as during the event. Following the conclusion of the rental contract, the lessee must communicate in full and in an adequate time to the lessor, latest one week prior to beginning of the event, the event program and a detailed schedule and coordinate these with the lessor. The lessor reserves the right of a termination without notice in case the lessee intends to deviate to a larger extent from any contractual terms and an aligned contract is not agreed upon. In case the lessee intends to make major changes to the changes in scheduling executing or setting up the event, the lessee is obliged to promptly communicate any changes in writing to the lessor. Should the lessee fail to do so, the lessor reserves the right to terminate the rental contract without notice.
5. Should claims to payment be at risk due to the lessee's inability to honour the commitments after the conclusion of the rental contract, the lessor reserves the right to deny the hand-out of the rental item with the exception that the lessee pays the agreed full payment in advance or furnishes security in advance. The right of denial is excluded if the lessor has already been fully aware of the inability to honour payment as agreed upon in the contract at the time of the conclusion of the rental contract.

§4 Rental Period

1. The rented rooms are rented out for the time period stipulated in the written confirmation of appointment. Construction and dismantling of all items are only granted within the respective and confirmed time period. In case this time period is exceeded, a partial rent (total rent: agreed number of hours = amount) per hour is due.
2. In case the lessee does not return the rooms on the date due in a duly state, the lessee is in default. In case of a default, the lessor is entitled to charge the lessee the necessary clearance operations the lessor is entitled to do. The lessor also reserves the right to charge the lessee with costs relating to storing items at third- party storage options.
3. Moreover, respective additional costs shall occur relating to unduly clearance of items. The lessee is liable for the respective loss of rent.

§5 Rent, Terms of Payment, Costs

1. The rent, price for furnishings, technical equipment and services are based on the confirmation of appointment. The Value Added Tax shall be charged on the invoice.
2. With the lessee's signature on the confirmation of appointment and the respective receipt of this document on behalf of the lessor, an order has been placed and the lessee is obliged to pay within 10 days for company-related events an advance payment of the expected costs of 100% plus VAT. An advance payment of 100% plus VAT of the expected costs is due within 10 days for private events. The remaining costs (minus the advance payment) is due with the final invoice.
3. Payment due date for rent are stipulated in the confirmation of appointment and is written in the invoice. Cheques shall only be accepted upon explicit contract and only as a conditional payment. Any additional costs relating to processing of cheques are borne by the lessee.
4. In case a lessee does not meet payment conditions, the lessor is entitled to charge an interest on the arrears according to the statutory rate. In case the lessee can prove there was a higher default rate, the lessee is entitled to assert a claim. The lessee, however, is entitled to furnish proof for the lessor that as a result of the delay in payment no or a considerably lower damage occurred on behalf of the lessor. Subsequent to any occurrence of default the lessee is obliged to pay costs for any written reminders in the amount of 5,00€/each.
5. The lessee may set off claims against the lessor's entitlement charging up claims from another claim to collect the rental fee only if these are undisputed or established in law.
6. **Service Staff**
Every event is subject to an event support. The service staff is provided by the lessor and invoiced on the agreed-upon hourly rate of 55,00 €/per hour net.
Service staff for the cloak room, toilets and security are likewise exclusively provided for by the lessor. The respective costs are listed in the confirmation of appointment.
7. **Service Charges**
Heating costs, electricity and water are subject to a flat-rate calculation after the event. The lessee shall submit an overview of added technological equipment and the estimated power consumption. The broken down costs are listed in the confirmation of appointment.
8. **Cleaning of Rented Premises**
 - 8.1. The lessee receives all rented rooms in a clean state.
 - 8.2. After the event, the lessee has to return the rooms in a clean-swept condition.
 - 8.3. In case that heavy dirt remains, the lessor reserves the right to call a special cleaning service whose service costs are charged to the lessee.
 - 8.4. Garbage disposal is carried out by the lessee. Any additional garbage that might occur as a result of the event may be disposed of on behalf of the lessor who is entitled to charge for the disposal based on the local costs of staff and waste management.

§6 Exclusive Catering Partner

1. The lessor has a long-term catering partnership with FPS Catering GmbH & Co. KG.
2. Releasing the caterer means that the lessee and the lessor have to reach an agreement which is subject to a separate contract.
3. The decision on the admission of an external catering company lies with the lessor.

§7 Advertisement

Advertising space and any type of sign posts, banners and the likes may be set up inside and outside the respective rented space only with explicit written consent on behalf of the lessor. Any such advertisement means must be removed within the rental period otherwise § 4 Nr. 2 comes into force.

§8 Conducting Business

The lessee may not make use of a photographer for any type of conducting of business nor may he conduct any other form of conducting business in connection with the event without the written consent on behalf of the lessor. Photos taken during the event are exempted from this. The lessor is entitled to grant permission under a separate contract and remuneration.

§9 Radio-, TV-, Video- and Film Recording

Broadcasting or recording of events for radio-, TV-, video- and film footage related to the event as a whole are in principle subject to a previous written consent on behalf of the lessor. Respective remuneration is subject to a separate contract.

§10 Insurance

The lessee must assume liability for the duration of the event and shall take out a liability insurance and a property insurance for all relating risks. All respective insurance documentation shall be produced unrequested latest 48 hours prior to the event. The insurance coverage shall bear be a minimum of € 5.000.000,00 for personal- and € 2.000.000,00 for property damage.

The lessor exempts the lessee from all legal claims and charges for personal- and property damages for the related event.

The legal duty to maintain safety for the respective event solely resides with the lessee.

For private events the lessee merely needs to show the lessor the private liability insurance with the respective coverage.

§11 Compliance with legal requirements

1. The lessee specified in the contract is also deemed the event organizer for the area which is rented. He shall comply with all requirements of trade and industry law, regulatory authorities, fire authorities, code and penalty procedures of the assembly act, the law pertaining Sundays and public holidays and he honors the general requirements on the protection of young persons and assumes sole liability hereafter.
2. In case the agreed upon event is in need of official permits(GEMA, GVL, etc.) the lessee shall bare all costs when obtaining these. The lessee shall also show these in case the lessor requests to see them prior to the beginning of the event. The lessor does not assume any liability for any necessary official permits. Any necessary lawful registrations of the event are borne by the lessee/event organizer. The lessee is responsible to bare any respective costs when obtaining these registrations and permits.
3. Any claims for compensation that result from a lack of compliance regarding official- or otherwise compliance-related issues are borne by the lessee also in the event that the lessor acts on behalf of the lessee. To this extent, the lessee fully indemnifies the lessor from any liabilities that third parties might claim.

§12 Liability

1. The lessee is liable for all property- and material damages as well as all personal damages including secondary consequential damages which resulted from the lessee, his staff, persons he put in charge, and third parties (e.g. suppliers) who caused a respective damage. The lessee shall also be liable for damages caused by visitors or opponents to the organized event in the case that the lessee has in any way contributed to the situation or was able to foresee the situation and is guilty of neglect when not having taken appropriate measures. The lessee is explicitly liable for damages caused by himself or by a person mentioned in sentence 1 by contributing to this situation by acting negligently with adding materials, furnishings and/or technical equipment. In case the damage was caused by the sole responsibility of the lessee, it is his responsibility to demonstrate absence of default on his part.
2. The lessee is responsible that permissions from respective building authorities with regards to the number of people allowed into the rented spaces of the building is not exceeded. In case of exceeding the respective number of people, the lessee is liable for all damages resulting from this.
3. All rights on behalf of the lessee regarding material damages and legal deficiencies are subject to the legal requirements if not otherwise determined within the General Terms of Conditions.
4. The lessor is only liable for damages regarding the recognizable quality of the rented rooms, the rented inventory and/or technical equipment (goods) made available, or any culpable damage attributed to the lessor.
5. Basis for liability of defects is determined by the contract regarding the rented item. In case a condition has not been determined, the legal requirements are the basis for determining any defects.

6. In the case the contractual partner is a merchant in the sense of the German "Handelsgesetzbuch" his claims regarding defects predetermine that he properly conducted the fulfilment of all due examination and obligations to report in accordance with the terms of § 377 381 Abs. 2 HGB. The contractual partner is obligated to inspect all delivered goods, rendered furnishings and inventory immediately and to inform the lessor in writing in case of any defects. Defects which are only mentioned in a delayed fashion are not being considered by the lessor and any respective claims are exempted from liability.
7. The extent of liability on behalf of the lessor pursuant to the above-mentioned requirements is as follows: Compensation claims for compensation resulting from a breach of duty and prohibited action (on behalf of the lessor, legal representatives or his executing aides) makes the lessor liable only if such claims are founded on wilfully false conduct or gross negligence. This does not apply to damages to life, body or health. This does not recognize that the lessee is entitled to any respective damage claims instead of the demand to fulfill the respective entitlement. In case a responsibility or liability is claimed from the lessor, the liability shall be limited to damage typical of the contract and foreseeable at the time of conclusion of the contract.
8. The lessee is liable to not violate any rights of third parties for the duration of the rental period and during the event. The lessee shall exempt the lessor from any damage claims that may occur on behalf of the event visitors, on behalf of persons involved during the preparation, execution and implementation of the event or on behalf of any other third parties who are connected to the event in any way. The indemnity bond refers to all expenditures that may occur for the lessor or that may occur in connection with claims by third parties. This does not apply to damages to life, body or health caused by the lessor, his legal representatives and/or vicarious agents or for other damages caused by the lessor, his legal representative and/or vicarious agents damage caused by intentionally or through gross negligence.
9. Any items introduced by the lessee, his staff and/or his suppliers shall be stored in the assigned storage space. In case of the loss or damage to valuables, cash, clothes or any other objects which are brought along on behalf of the lessee, his staff, his nominee, agent or third parties including any sub-lessees and/or visitors, the lessor does not assume any liability. The lessee is obliged to provide safeguarding and surveillance of any items introduced on his behalf. This includes rental items, equipment and applies to and is performed during the duration of the rental period.

§13 House Rules

1. The lessee shall only use the rented facilities for the duration of the rental contract. He is requested to protective handling.
2. It is acknowledged and mutually agreed that the event does not pose any reputational damage for the lessor.
3. Any work relating to electrical connections are subject to coordination talks and support with the lessor's in-house building services and may not under any circumstances be carried out without this consent.

4. All fire alarms, hydrants, fire extinguishers and extinguishing lines, smoke flaps, trigger points for smoke extraction systems, smoke alarms, telephones, vents for opening- and closing heating and ventilation systems, smoke extraction devices, the signs pointing to them and green emergency exit signs must at all times be easily accessible and visible; they must not be obstructed, covered over or otherwise concealed.
5. All changes and/or alterations including installations, fitouts, removals, within the rented space including putting up decoration, signage, posters, billboards etc. require the consent of the lessor. Any constructions installations, fitouts must conform to fire, structural and safety requirements. The lessee is required at his own expense to restore the rented facilities in flawless condition to the lessor. Damages regarding walls etc. by the use of adhesives or suspension devices are not allowed. If the lessee does not comply with this obligation, even when given a deadline, the lessor is entitled to clean up, dispose and fix any flaws. Costs that occur from this are borne by the lessee.
6. All activities and objects that concern transport to- and from the event, including setting up and fixing heavy parts that need a foundation or any mounting device, need to be negotiated and clarified with the lessor in due time and before installing them.
7. All items regarding decoration must be at least flame-resistant or must be treated with an agent that bears an officially recognized impregnating seal which comply with the B 1 and in detail with the DIN 4102. Decoration which are being reused shall be checked for flameresistance, and, if necessary, they need to be impregnated again. Any decorative items made of paper or similar materials shall only be set up out of reach of visitors and they have to be set up in a way that cigarettes, cigarette disposals or matches cannot get caught in them. Using inflammable materials for the fixed walls and flexible wall items is prohibited. Packaging materials, paper and other easily inflammable disposals have to be immediately discarded by the lessee and must not be stacked away in the hallways or at stands.
8. Using unsafe lights or fire is prohibited without the written consent of the lessor.
9. Usage of cooking stoves, ovens, barbecues, frying, braziers, gas-rings and appliances that produce odour-active agents when in use are prohibited - the same goes for the use of dishwashers.
10. Rented materials and objects must be returned to the lessor in a flawless condition. Any changes must be clarified and negotiated with the lessor. In case the rented materials and objects are not returned in a flawless condition, the lessor is entitled to find replacements in case the lessee himself does not find adequate replacement within a reasonable deadline. Any costs that occur are borne by the lessee.
11. The assigned staff on behalf of the lessor is granted access to the rented rooms and the rented facilities at all times.
12. Any orders expressed by the assigned staff on behalf of the lessor before, during and after the event must be followed.

§14 Termination

1. The lessor is entitled to exceptionally and rightfully terminate the rental contract in the following cases: the lessee goes into a significant payment default, the lessor believes that the event disturbs the law and order, or the event violates any law, - the rented rooms are not available due to force majeure, the necessary required approvals or official permissions according to § 11 have not been submitted, a contractually agreed upon safety measurement or the verification of the necessary insurance on behalf of the lessee is not submitted in a way that the lessor prior to the event cannot be expected to fulfill the contract on his part. This also applies for when a contractual agreed upon bail-out or proof of conclusive insurance in accordance with § 10 on behalf of the lessee has not been furnished, the lessee does not follow liabilities in a way, especially those pertaining to the House Rules, that bring about ongoing harm so that the lessor cannot be expected to begin or continue the contractual fulfillment.
2. Withdrawal and termination without notice shall be communicated to the lessor immediately. The lessee has to communicate the grounds for this decision. In case the lessor asserts his termination right according to § 14 Ziffer 1, the lessee can neither constitute any claims nor any right for reimbursement including any reimbursement of expenses and/or compensation for lost profit. In case the lessor agreed to any advance services or advance payments which were supposed to have been borne by the lessee according to the contract, the lessee is in any case obliged to reimburse the lessor for these advance payments in due time.

§15 Liability of the lessee in case of termination

1. The right to terminate the contract on behalf of the lessee shall remain unaffected.
2. In the event that the lessee has to terminate the contract or that it becomes impossible for the lessee to realize the event for reasons for which the lessee is at fault, the lessor shall raise remuneration claims for rent, all extra costs and additionally offered deliveries and services. In any case, the lessor must allow the deduction from any anticipated savings as well as from revenues stemming from renting of rooms to a substitute lessee.
3. In the case of cancellation the lessee is obliged to communicate this in writing and as early as possible in order to meet the interest of finding an adequate alternative lessee.
4. The lessee is obliged to pay a cancellation fee of 30% of the total sum as well as an organizational lump sum of € 150,00 plus VAT for each cancelled event day.
5. When cancelling up to ten weeks before the event date, 50% of the total sum, when cancelling up to six weeks before the event date 80 % of the total sum, and when cancelling up to four weeks before the event 100% of the total sum are due. The lessee may have the chance, in case of a consolidation of a lump sum, to deliver proof of a lower damage. Likewise, the lessee reserves the right to assert any exceeding damage claims.

§16 Force Majeure

In case the Delivery and performance of the rental contract cannot be performed due to force majeure, that is to say due to an event (e.g. war, natural catastrophe, strike, regulatory action etc.), the contractual parties bear all their respective costs and any expenses which have been occurred prior to the force majeure. Any damage claims are mutually excluded.

§17 Rules for Governing Law, Jurisdiction and Place of Performance

1. The law of the Federal Republic of Germany applies exclusively for these business terms and all legal relations between lessor and the lessee.
2. Insofar as the buyer is a businessman as defined in the German Commercial Code, a legal entity under public law or a special asset under public law, Frankfurt am Main is the exclusive legal venue for all disputes arising directly or indirectly from the contractual relationship. Exclusive place of jurisdiction shall be Frankfurt am Main if the lessee changes his registered office or place of business or moves abroad after the conclusion of the contract or if the lessee's registered office or place of business is not known at the time of raising a claim.
3. The place of performance is Frankfurt am Main, Germany.

§18 Final Clause

Should one or more provisions of this agreement be ineffective, the contract parties shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision. If a provision in these business conditions or a provision as part of such agreements is or becomes invalid, this shall not affect the validity of all other provisions or agreements.