

General Terms and Conditions

for the hiring and services of Westhafen Pier 1 GmbH, Rotfeder-Ring 1,
60327 Frankfurt am Main.

Version: July 2025

These General Terms and Conditions (GTC) are applicable to any and all agreements relating to the use of event premises and event equipment provided by Westhafen Pier 1 GmbH (hereinafter referred to as: the "Hire Company") as well as the provision of catering services (production and delivery of food and beverages, provision of staff).

Our general terms and conditions are exclusively applicable;
We do not accept any terms and conditions of the Hirer that conflict with or that deviate from our General Terms and Conditions, unless we expressly agreed to their applicability. Our General Terms and Conditions are also applicable if we fulfil the agreement without reservation in the knowledge that the terms and conditions of the Hirer conflict with or deviate from our General Terms and Conditions. Organisers are qualified as Hirers.

§1 Object of the agreement

The object of the agreement and service is the provision of the hired premises specified in the confirmation of the date, for the period specified in the confirmation of the date, as well as the conditions and other additional services.

§2 Conclusion of the hire agreement

1. A binding agreement on the hiring of premises and facilities, as well as the provision of services, is not concluded upon signature by the Hirer of the cost calculation, but only upon the issue of the written confirmation of the date by the Hire Company. The signature of the cost calculation by the Hirer constitutes an offer to conclude an agreement that requires the written acceptance of the Hire Company.
2. All contractual arrangements between the Hirer and the Hire Company must be concluded in writing. Post-contractual arrangements cannot be concluded orally.
3. Upon conclusion of the agreement, the parties confirm that no oral ancillary agreements were concluded.

4. Option terms and conditions

Due to the high demand for dates, it is impossible to already allocate binding reservations in the planning phase. For this reason, so-called option confirmations are sent. These do not constitute binding offers to conclude an agreement, but merely serve to clarify the order of priority in the booking process. The assigned option is valid for a fortnight and automatically expires. An individual extension is possible by arrangement. If it is possible to hire the premises to another prospective Hirer during the option or extension period then the Hire Company is entitled to cancel the option without the prospective Hirer being entitled to claim damages or other compensation from the Hire Company.

§3 Object, content and purpose of the hire agreement

1. The hire agreement is exclusively applicable to the availability of the premises. The provision of additional equipment, e.g. lighting and sound technology must be agreed and paid for separately.
2. Without the prior written consent of the Hire Company, the Hirer is not authorised to transfer the hired premises to a third party, in particular to sub-hire them. Any refusal to give consent shall in no instance entitle the Hirer to a special right of cancellation.
3. The Hirer agrees that the Hire Company, through its employees or authorised persons, can exercise the house rules vis-à-vis the Hirer and visitors to the event.
4. The Hirer must notify the Hire Company of a responsible person by the beginning of the hire period at the latest, who must be present and available to the Hire Company during assembly and disassembly by the Hirer and during the event. The Hirer must inform the Hire Company of the programme and detailed schedule within a reasonable period of time after conclusion of the hire agreement, but no later than one week before the start of the event, and agree on the same with the Hire Company. The Hire Company is entitled to terminate the agreement without notice if the use intended by the Hirer deviates significantly from that agreed in the agreement and an adjustment to the agreement is not agreed. If the Hirer intends to make a significant change to the course of the event after the programme has been submitted then the Hire Company must forthwith be notified accordingly. If the Hirer fails to notify the Hire Company then the Hire Company is entitled to terminate the hire agreement without notice.
5. The hired premises must be used in accordance with the approved seating and floor plans, including escape routes. Deviating concepts and seating plans require the consent of the Hire Company and must forthwith be notified. The number of persons specified in the confirmation of the date cannot be exceeded.
6. If it becomes apparent after the conclusion of the hire agreement that payment of the fee is jeopardised due to the inability of the Hirer to pay (financial collapse) then the Hire Company may refuse to make the hired premises available, unless the Hirer pays the fee agreed in the hire agreement in advance or provides security for this. The right to refuse performance is excluded if the Hire Company had already been aware of the circumstances of the inability of the Hirer to pay when the hire agreement was concluded.

§4 Hire period

1. The rented premises are provided for the period agreed in the confirmation of the date. Assembly and disassembly of the equipment is only permitted during this period. If the agreed hire period is exceeded then a proportionate fee (total fee: agreed number of hours = amount) shall be charged per hour.
2. If the Hirer does not return the hired premises properly on the agreed return date then the Hirer shall be in default. In the event of default, the Hire Company is entitled to have the necessary vacation work carried out at the expense of the Hirer and to store any introduced goods with third parties.
3. In addition, any costs and loss of the fee caused by a failure to vacate the premises in a timely manner must be reimbursed by the Hirer.

§5 Hire, payment terms, price

1. The fees for the hiring of premises, prices for facilities, technical equipment, and services are set out in the confirmation of the date. The value added tax shall be charged at the statutory rate.
2. The Hire Company is entitled to increase the price if the wages and costs on which the agreed fee is based increase and more than two months have elapsed between the conclusion of the agreement and the delivery or availability to the customer.
3. When placing the order, through signature and receipt of the confirmation of the date, a deposit of 70% plus VAT must be paid within 10 days for corporate events and 50% plus VAT for private events.
4. For customers based abroad, the deposit is 100% plus VAT, to be paid by bank transfer or credit card. For any additional orders, credit card details must be provided when ordering.
 - a. For repeat orders during the preparation phase, the credit card of the Hirer shall be charged the corresponding amount.
 - b. In addition, 20% of the net order amount is reserved as a deposit (security deposit) on the credit card of the customer. This amount is intended to cover any additional orders and staff deployments. The settlement takes place after the event.
 - c. We accept AMERICAN EXPRESS, MASTERCARD, and VISA.
5. In the event of an increase in the expected total amount due to additional orders, the outstanding difference shall be invoiced 6 weeks before the event. The remainder of the total amount (minus the instalments paid) shall be charged with the final invoice.
6. The due date of the fees and prices is stated in the confirmation of the date and is indicated on the invoice. Cheques are only accepted in lieu of payment. Any cheque charges shall be borne by the Hirer.
7. If the Hirer defaults on payment then the Hire Company shall be entitled to charge interest on arrears at the statutory rate. If the Hire Company can demonstrate higher damages caused by the delay then it shall be entitled to claim these. However, the Hirer is entitled to demonstrate to the Hire Company that no damages or significantly less damages were incurred as a result of the payment default. After default has occurred, the Hirer must also reimburse the costs of reminders.
8. The Hirer can only settle claims of the Hire Company with claims from another debt relationship that are undisputed or legally established claims.

9. Event staff
 - a. Every event requires event management. The staff shall be made available by the Hire Company and charged at the hourly rate agreed in the confirmation of the date.
 - b. Cloakroom, toilet and security staff can also exclusively be booked through the Hire Company. The relevant costs are set out in the confirmation of the date.
10. Additional costs

Heating costs, electricity, and water are charged at a flat rate according to event requirements. The Hirer shall provide the Hire Company with a list of the technology to be installed and its power consumption. The relevant costs are set out in the confirmation of the date.
11. Cleaning of the hired premises
 - a. The premises hired by the Hirer shall be returned by the Hirer in a clean condition.
 - b. At the end of the event, the Hirer must return all premises in a broom-clean condition.
 - c. In the event of heavy soiling, the Hire Company reserves the right to carry out special cleaning and to charge for this.
 - d. The Hirer shall be responsible for waste disposal. Any additional waste generated by the event can also be collected by the Hire Company. Invoicing is based on standard local disposal fees and labour costs.

§6 Exclusive partnerships

1. Exclusive catering partnership
 - a. The Hire Company maintains a permanent exclusive catering partnership with FPS Catering GmbH & Co. KG. The caterer can only be paid on the basis of a separate agreement with the Hire Company.
 - b. The decision to authorise external catering shall be incumbent on the Hire Company.
2. Exclusive technology partnership
 - a. The Hire Company maintains a permanent exclusive technology partnership with 8days a week GmbH & Co. KG. Payment is only possible on the basis of a separate agreement with the Hire Company.
 - b. The decision to authorise a third-party technology company shall be incumbent on the Hire Company.
 - c. For the coordination between the customer and the technology company, the Hire Company shall charge a fee of 10% of the net order amount of the technology offer, which shall be invoiced to the customer as a technology fee.
3. Exclusive furniture partnership
 - a. The Hire Company maintains a permanent exclusive furniture partnership with Vogel Event Partner. Payment is only possible on the basis of a separate agreement with the Hire Company.
 - b. The decision to authorise a third-party furniture provider shall be incumbent on the Hire Company.

§7 Advertising

Advertising displays and other signs, banners etc. can only be displayed in the area of the hired premises (inside and outside the hired premises) with the written consent of the Hire Company. These displays must be removed within the agreed hire period. Otherwise § 4 paragraph 2 is applicable by analogy.

§8 Commercial practice

The Hirer cannot authorise photographers for the purpose of commercial production or otherwise allow any commercial activity without prior consent of the Hire Company, with the exception of photographs taken as part of the event. The Hire Company can make the granting of consent dependent on the agreement of a separate fee.

§9 Radio, television, video, and film recordings

Broadcasts or recordings of events for radio, television, video, and film purposes are only permitted with the prior written consent of the Hire Company. The relevant financial conditions require a special agreement.

§10 Insurance

The Hirer must take out liability insurance and property insurance to cover the risks of an event. Unprompted, the Hire Company must be provided with proof of the insurance cover at least 48 hours before the start of the event. The insured amounts should be at least €5,000,000.00 for personal injury and €2,000,000.00 for property damage. The Hirer shall indemnify the Hire Company against legal claims for personal injury and damages to property during the event.

The Hirer is solely responsible for ensuring the safety of the event.

For private events, only liability insurance for the aforementioned amount is required.

§11 Compliance with statutory regulations

1. The Hirer specified in the agreement is also the organiser of the event to be held in the hired premises. The Hirer must comply with all relevant trade legislation, regulatory and fire police regulations, the German Assembly Act and the German Act on Sundays and Public Holidays under its own responsibility. The Hirer recognises the regulations for the protection of young people and accepts liability for compliance with the same.
2. In the run-up to the event, the Hirer shall inform the police, fire brigade, and medical services of the planned content of the event and the expected number of people. These services make independent decisions regarding a possible deployment and the number of staff required. The resulting costs for the deployment of staff shall be borne by the Hirer.
3. As some of the escape routes are based on stairs, it shall be incumbent on the Hirer to ensure that evacuation is barrier-free for persons with reduced mobility.
4. The Hire Company endeavours to uphold ethical values and standards in all business relationships. For this reason, the Hirer commits to fully comply with the [“Code of Conduct for Business Partners”](#), which sets out binding minimum standards for business relationships.
5. If official authorisations are required for the agreed event (GEMA, GVL, etc.) then the Hirer must obtain these at its own expense and, on request, provide proof of the same to the Hire Company in good time before the start of the event. The Hire Company accepts no liability for the fact that official authorisations are required for the planned event. The Hirer / organiser is responsible for the statutory registration of the event. The Hirer must obtain these itself at its own expense.

6. The Hirer shall be exclusively responsible for claims for compensation due to the lack of official or other authorisations and compliance with legal regulations, even in the event that the Hire Company acts on behalf of the Hirer. In this respect, the Hirer shall indemnify the Hire Company in full against any third-party claims.

§12 Liability

1. The Hirer shall be liable for any and all damages to property and personal injury, including any consequential damages, culpably caused by the Hirer, its employees, its agents and other third parties (e.g. suppliers). The Hirer shall also be liable for damages caused by visitors or opponents of the event organised by the Hirer, provided that the Hirer has culpably contributed to this or could at least foresee the said damages and has culpably failed to take reasonable protective measures. In particular, the Hirer shall also be liable for damages caused by the Hirer or the persons specified in paragraph 1 through negligent handling of the available facilities or technical equipment. If the damages fall under the sole responsibility of the Hirer then it is up to the Hirer to demonstrate a lack of culpability.
2. The Hirer must ensure that the number of persons authorised by the building authorities is not exceeded in the hired premises. If this is exceeded then the Hirer shall be liable for any and all resulting damages.
3. The statutory provisions are applicable to the rights of the Hirer in the event of material defects and defects of title, unless stipulated otherwise in the General Terms and Conditions.
4. The Hire Company shall only be liable for damages that are attributable to the identifiable condition of the hired premises, the hired inventory and/or any technical equipment (goods) provided or to a culpable breach of the obligations incumbent upon it.
5. The basis for liability for defects is the agreement reached on the quality of the hired premises. Insofar as a quality has not been agreed, it must be assessed in accordance with the statutory provisions as to whether a defect exists.
6. If the contracting party is a merchant then its claims for defects require that the contracting party fulfils its statutory inspection and complaint obligations (§§ 377, 381 Subsection 2 of the German Commercial Code). The contracting party is required to inspect the delivered goods or the available inventory immediately after delivery and to notify the Hire Company of any defects in writing without delay. Defects that are reported late shall not be taken into account by the Hire Company and are excluded from liability.
7. The scope of the liability of the Hire Company in accordance with the above is limited as follows: The Hire Company shall only be liable for claims for damages arising from breaches of duty and unauthorised acts (by the Hire Company, its legal representatives or its vicarious agents) if gross negligence or intentional behaviour can be demonstrated. This is not applicable to damages resulting from injury to life, body or health. This is also not applicable to the claim of the Hirer for compensation for damages instead of fulfilment. Insofar as the Hire Company is liable, the scope of its obligation to pay compensation shall always be limited to typical contractual damages.
8. The Hirer shall be liable for ensuring that no third-party rights are infringed by the event. The Hirer shall indemnify the Hire Company against any and all claims for damages asserted by visitors to the event, by persons commissioned with the preparation, realisation, and handling of the event or by other third parties in connection with the event. The obligation to indemnify relates to any and all expenses that may be incurred by the

Hire Company or in connection with the claim by a third party. This is not applicable if damages resulting from injury to life, body or health were culpably caused by the Hire Company, its legal representative or its vicarious agents or for other damages caused negligently or intentionally by the Hire Company, its legal representative or vicarious agents.

9. Goods introduced by the Hirer, its employees, and suppliers must be stored by the Hirer in the allocated areas. The Hire Company accepts no liability for the loss of or damage to valuables, cash, wardrobe, and other items introduced by the Hirer, its employees, its authorised representatives, other third parties or visitors. The Hirer shall be responsible for guarding the hired equipment during the entire hire period.

§13 House rules

1. The Hirer can only use the hired premises for the agreed event. The Hirer is required to treat them with due care.
2. It is agreed that the event must not damage the reputation of the Hire Company.
3. Independent connection to the electrical network of the Hire Company is only permitted in coordination with the building services department.
4. All fire alarms, hydrants, smoke dampers, electrical distribution and shaft cables, telephone distributors as well as accessories and exhaust air openings of the heating and ventilation system as well as escape routes and labelled emergency exits must remain free and accessible.
5. All changes, installations and extensions within the hired premises as well as the installation of decorations, signs, posters etc. require the consent of the Hire Company. The structures and installations must comply with the building and fire regulations. The Hirer must restore the original condition at its own expense after the end of the event. Damages to walls etc. caused by adhesive or suspension devices is not allowed. If the Hirer fails to fulfil this obligation even after being requested to do so by the Hire Company and having been set a deadline then the Hire Company shall be entitled to have the cleaning and removal work carried out itself. The relevant costs shall be borne by the Hirer.
6. Negotiations must be carried on with the Hire Company in good time prior to installation regarding the transport to and from the site and the installation and suspension of particularly heavy parts that require foundations or special supporting devices.
7. Only flame-retardant objects or objects made flame-retardant by means of an officially recognised impregnating agent that meet requirement B 1 in accordance with DIN 4102 can be used for ornamentation. Ornaments that are used repeatedly must be tested for flame retardancy before reuse and, if necessary, re-impregnated. Ornamental items made of paper or similar can only be placed out of reach of visitors and must be arranged in such a way that cigar and cigarette butts or matches do not get caught in them. The cladding of hall walls or other room partitions with highly flammable materials is not allowed. Packing material, paper, and other easily combustible waste must immediately be removed by the Hirer and cannot be stored in stands or aisles.
8. The use of unguarded light or fire without the written consent of the Hire Company is prohibited.
9. The operation of cooking hobs, ovens, frying, grilling, roasting, and similar equipment is not permitted for the preparation of food that releases odour-active compounds during preparation - nor is the deployment of dishwashers.

10. The hired equipment of the Hire Company must be returned in a perfect condition. Changes are only permitted after consultation with the Hire Company. If the hired equipment is not returned to the Hire Company in its original condition then the Hire Company shall be entitled, following a corresponding request, to organise a replacement if the Hirer does not fulfil this obligation within a reasonable period of time. The costs of the replacement shall be borne by the Hirer.
11. The employees authorised by the Hire Company must be granted access to the hired premises at all times.
12. The instructions of the employees of the Hire Company must be followed during the preparation and realisation of the event.

§14 Termination

1. The Hire Company has an extraordinary right of termination if: - the Hirer is in arrears with a not insignificant part of its payments, - the intended event is likely to disrupt public safety and order or the event violates applicable legislation, - the hired premises cannot be made available due to force majeure, - the permits and authorisations required under § 11 have not been obtained, a contractually agreed security deposit or proof of the insurance to be taken out in accordance with § 10 is not provided by the Hirer, the Hirer fails to fulfil its obligations to such an extent, in particular violates the house rules to such an extent, that the Hire Company cannot reasonably be expected to commence or continue the agreement.
2. Cancellation and termination without notice must be notified to the Hirer without delay. The Hirer must be informed of the relevant reasons. If the Hire Company exercises its right to terminate the agreement in accordance with § 14 paragraph 1 then the Hirer shall not be entitled to compensation for damages or reimbursement of its expenses or loss of profit. If the Hire Company has made advance payments on behalf of the Hirer for costs that were to be reimbursed under the agreement then the Hirer is in any case required to reimburse the Hire Company for these advance payments.

§15 Consequences of cancellation by the Hirer

1. The right of the Hirer to extraordinary cancellation remains unaffected.
2. If the event is not held or is cancelled for reasons for which the Hirer is responsible then the Hire Company shall retain the claims to remuneration for the fee, any and all additional costs and other deliveries and services offered. However, the Hire Company must offset any expenses saved in the area of agreed deliveries and services as well as income from any substitute hiring in the case of premises hired.
3. Any cancellation must take place in writing as soon as possible in the interest of a possible replacement hiring.
4. In the event of withdrawal from the agreement, the Hirer shall pay 50% of the total amount as well as an organisation fee of €150.00 plus VAT per event day.
5. In the event of cancellation up to eight weeks before the date of the event, 80% of the total amount shall be payable; and in the event of cancellation within the last six weeks before the date of the event, 100% of the total amount shall be payable. The Hirer has the option of proving lesser damages in the event of lump-sum compensation. The Hire Company also reserves the right to assert further claims for damages.

§16 Force majeure

If the contractual hiring cannot take place due to force majeure, i.e. due to an event not related to one of the contracting parties (e.g. war, natural disasters, industrial action, official measures, etc.) then each contracting party shall bear its own costs and any expenses incurred up to that point. Claims for damages are mutually excluded.

§17 Applicable law, jurisdiction

1. The laws of the Federal Republic of Germany are applicable to these terms and conditions and the entire legal relationship between the parties.
2. If the Hirer is a registered trader within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law then Frankfurt am Main shall be the exclusive place of jurisdiction for any disputes arising directly or indirectly from this contractual relationship. The place of jurisdiction is also Frankfurt am Main if the Hirer moves its registered office or place of residence abroad after conclusion of the agreement or if its registered office or place of residence is not known at the time the action is brought.
3. The place of fulfilment is Frankfurt am Main.

§18 Final provisions

In the event that one or more provisions of these General Terms and Conditions are invalid, the contracting parties shall agree on a legally valid replacement provision that best approximates the commercial intent of the invalid provision. The ineffectiveness of one or more provisions of the General Terms and Conditions shall not lead to the ineffectiveness of the concluded agreement.