

General Terms and Conditions for Events

As at: August 2022

I. Scope

1. These General Terms and Conditions of Business apply to the rental of event rooms of the Gesellschaftshaus Palmengarten GmbH & Co. KG (hereinafter referred to as the „organiser“) for the holding of events as well as for all other related services and deliveries of the Organiser in connection therewith.
2. The Organiser's General Terms and Conditions shall apply exclusively to the event contract (hereinafter contract). Other terms and conditions shall not become part of the contract, even if the organiser does not expressly object to them.

II. Conclusion of the contract

1. The contract is concluded by written acceptance of the offer made by the organiser by the contractual partner.

If the contract is concluded under the power of attorney of a third party, the contracting agent shall specifically inform the organiser of this in good time before the conclusion of the contract and provide him with the name and address of the actual contractual partner

2. Events of a racist, sexist and/or violence glorifying character or events directed against nature conservation are not permitted. The organiser must be informed of the type of event, if applicable the client, when making a booking request.
3. If the contract is concluded through the use of a contracting agent, the latter shall be jointly and severally liable with the contractual partner for all obligations arising from the contract, provided that the organiser has received an express and separate declaration to this effect from the contracting agent.

Irrespective of this, the customer is obliged to forward all booking-relevant information, in particular these General Terms and Conditions, to the third party.

4. The subletting and reletting of the rooms, areas or showcases provided as well as invitations to interviews, sales or similar events require the prior written consent of the organiser.

III. Services, prices, payment

1. The organiser undertakes to provide the ordered and agreed services in accordance with these General Terms and Conditions of Business.
2. The contractual partner shall be obliged to pay the organiser's prices agreed for this service. This shall also apply to services and expenses of the organiser in connection with the event vis-à-vis third parties, insofar as these services and expenses have been contractually agreed or approved or claimed by the contractual partner. Furthermore, the contractual partner shall be liable for the payment of all food and beverages ordered by the event participants as well as for other costs initiated by the event participants.
3. The agreed catering prices generally include the respective statutory value-added tax. All other prices, such as room hire, staff costs, decorations, etc., are net prices. These are exclusive of the statutory value-added tax.

If the period between conclusion and fulfilment of the contract exceeds four months and the price generally charged by the organiser for such services increases, the organiser may increase the contractually agreed price by a reasonable amount, but by no more than 10%.

4. Invoices of the organiser are payable immediately upon receipt without deduction.

The contractual partner shall be in default without reminder if it does not make payment within 7 days of the due date and receipt of the invoice; this shall only apply to a contractual partner that is a consumer if it has been specifically advised of this in the invoice.

In the event of default in payment, the organiser shall be entitled to charge default interest of 5 percentage points above the base interest rate to contractual partners who are consumers. For contractual partners who are entrepreneurs, the default interest rate shall be 8 percentage points above the base interest rate.

The organiser reserves the right to claim higher damages.

5. The organiser is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract. The amount of the advance payment and its due date shall be agreed in writing in the contract.

Furthermore, the Organiser shall be entitled to make any claims accrued during the duration of the event due at any time by issuing an interim invoice and to demand immediate payment.

6. The contractual partner may only offset or reduce a claim of the organiser with a claim that is undisputed, legally established or ready for decision.

IV. Withdrawal of the contractual partner from the contract, cancellation

1. The organiser grants the contractual partner a right of withdrawal at any time.

The following conditions apply:

- a. In the event of the contractual partner withdrawing from the contract, the organiser shall be entitled to a reasonable reimbursement of remuneration and expenses.
- b. The organiser may claim a lump-sum cancellation fee from the contractual partner instead of a specifically calculated compensation and reimbursement of expenses.

The fixed amount of compensation for withdrawal from the contract up to 360-270 days before the date of the event shall amount to 25% of the contractually agreed amount for the rental of the event spaces, food, beverage and staff.

The fixed amount of compensation for withdrawal from the contract up to 269-180 days before the date of the event shall amount to 50% of the contractually agreed amount for the rental of the event spaces food, beverage and staff.

The fixed amount of compensation for withdrawal from the contract up to 179-90 days before the date of the event shall amount to 65% of the contractually agreed amount for the rental of the event spaces food, beverage and staff.

The fixed amount of compensation for withdrawal from the contract up to 89-30 days before the date of the event shall amount to 75% of the contractually agreed amount for the rental of the event spaces food, beverage and staff.

The fixed amount of compensation for withdrawal from the contract up to 29-8 days before the date of the event shall amount to 85% of the contractually agreed amount for the event, to cover in particular the rental of the event spaces, food, beverage and staff. The fixed amount of compensation for withdrawal from the contract up to 7 days before the date of the event shall amount to 100% of the contractually agreed amount for the event, to cover in particular the rental of the event spaces, food, beverage and staff.

The contractual partner is free to prove that the organiser has not suffered any damage as a result of the cancellation or that the damage suffered by the organiser is lower than the requested cancellation fee.

For cancellations outside of the cancellation flat rates, we charge a processing fee of € 250.00 net.

- c. If the organiser calculates the compensation specifically, the amount of the compensation shall not exceed the contractually agreed price for the service to be provided by the organiser less the value of the expenses saved by the organiser and what the organiser acquires through other use of the organiser's services.
2. The above provisions on the reimbursement of remuneration and expenses shall apply accordingly if the contractual partner does not make use of the booked services without notifying the organiser in good time.

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3. If the organiser has granted the contractual partner the option to withdraw from the contract free of charge by a certain date, the contractual partner can withdraw from the contract by this date without triggering payment or damage claims by the organiser. The contractual partner's right of withdrawal shall expire if he has not exercised his right of withdrawal in writing to the organiser by the date specified by the organiser. Decisive for the timeliness of the declaration of withdrawal is its receipt by the organiser.
4. In case of a pandemic (for example COVID-19), the cancellation fees apply. By ordinance of the federal state or municipality in which the maximum number of participants for events is specified and this is smaller than the planned number of participants, then the event concept must be modified, considering official requirements, so that the event can be held with the maximum permissible number of participants in accordance with the ordinance.

V. Withdrawal of the organiser from the contract

1. Insofar as the contractual partner has been granted a right of withdrawal free of charge in accordance with Clause IV, Paragraph 3, the organiser is also entitled to withdraw from the contract within the agreed period of time if there are enquiries from other guests and customers about the booked event rooms and the contractual partner does not finally confirm the booking in response to queries from the organiser.
2. If an advance payment or security deposit agreed in accordance with Clause III, Paragraph 5 is not made within a period set for this purpose, the organiser shall also be entitled to withdraw from the contract.
3. Furthermore, the organiser is entitled to withdraw from the contract for good cause if:
 - a. Force majeure or other circumstances for which the organiser is not responsible makes fulfilment of the contract impossible;
 - b. Events have been booked by giving misleading or false information regarding material facts that are important to the contractual relationship, such as the identity of the customer or the purpose of the event;
 - c. The organiser has reasonable cause to assume that the event may jeopardize smooth business operations, safety or the organiser's reputation in the public eye in areas the organiser is unable to control or to organise;
 - d. Unauthorised sub-letting or re-letting of the rooms has occurred in breach of clause II par. 4 above.
 - e. The organiser obtains knowledge about a substantial deterioration of the contractual partner's financial circumstances following conclusion of the contract or had poor financial circumstances existed from the beginning but this situation was only subsequently discovered and in particular if the contractual partner fails to settle any outstanding sums due for payment to the organiser and does not furnish adequate

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security therefore leading to a situation where payment claims by the organiser appear to be at risk;

- f. The contractual partner has filed an application to commence insolvency proceedings pertaining to his assets, has made a statutory declaration in accordance with Section 807 ZPO (German Code of Civil Procedure), initiated out-of-court proceedings for the settlement of debts or suspended payment therefore leading to a situation where payment claims by the organiser appear to be at risk;
 - g. Insolvency proceedings are commenced pertaining to the assets of contractual partner or if a request for the commencement of insolvency proceedings is denied due to insufficient assets or for other reasons therefore leading to a situation where payment claims by the organiser appear to be at risk;
4. The organiser shall immediately notify the contractual partner in writing of its intention to exercise its right to withdraw from the contract.
 5. The contractual partner shall not be entitled to receive damages in the event of withdrawal from the contract for the above stated reasons.

VI. Changes to the number of event participants and length of the event

1. At the time of booking the contractual partner undertakes to notify the organiser of the number of participants expected. The final number of participants must be notified to the organiser in writing at least one week before the date of the event in order to ensure careful preparation. A change in the number of participants of over 5% shall require the agreement of the organiser.
2. When invoicing services, which the organiser does in accordance with the number of registered persons (e.g. for food and drink), the actual number of persons will be invoiced if there has been an increase in the originally registered and contractually agreed number of participants. If there is a reduction of more than 5% in the contractually agreed number of participants the organiser shall be entitled to issue an invoice for the contractually agreed number of participants minus 5%.
3. If there is a reduction in the number of participants greater than 10% and due to an important reason the organiser shall be entitled to increase prices by a reasonable amount and change the confirmed rooms, unless the contractual partner cannot reasonably be expected to accept this. The prices may also be modified by the organiser in cases where the contractual partner requests subsequent changes to the number of participants, the services to be provided to the contractual partner or to the duration of the event and the organiser agrees to this. If a definable part of a booked event is not actually used then the organiser shall be entitled to demand payment of reasonable compensation for lost income and expenses in accordance with the provisions set forth in clause IV paras. 1a to c.
4. In the case of an increase in the number of participants the actual number of participants will be invoiced.

5. The contractual partner shall be entitled to prove that the organiser's expenses are less than the amount stated.
6. If the agreed start or end times of the event are postponed without the prior written consent of the Organiser, the Organiser may charge additional costs for the provision of staff and equipment, unless the Organiser is responsible for the postponement.
7. For events that go on beyond midnight, the organiser may, unless otherwise agreed, invoice the personnel expenses from this time onwards based on individual proof.

VII. Provision of own food and drink

It is strictly forbidden for the contractual partner to bring any food and drink to the event. Exceptions to this provision require the written agreement of the organiser.

VIII. Organisation of the event

1. Where the ordering party or the organiser have procured technical and other equipment for the contractual partner and at his request, then the ordering party or organiser are acting on behalf of, on full authority of and for the account of the contractual partner. The contractual partner shall be liable for the careful handling and proper return of such equipment.
2. The use of the contractual partner's own electrical equipment and devices that require connection to the electricity supply of the organiser requires prior written permission from the organiser. The contractual partner shall be liable for any defects or damage to the organiser's technical installations provided that the organiser is not responsible for such defects or damage. The organiser shall be entitled to make a flat rate estimate of the electricity costs caused by the use of the contractual partner's own electrical equipment and devices and to invoice for this.
3. With the consent of the organiser, the use of the contractual partner's own telephone, telefax and data transmission equipment is possible.
4. The organiser shall make every effort to remedy faults in technical or other facilities provided by him upon immediate complaint by the contractual partner. Payments may not be withheld or reduced insofar as the organiser is not responsible for these disruptions.
5. The contractual partner shall procure all official permits, conditions and approvals that may be necessary for the implementation of the event at its own expense. The contractual partner shall be responsible for compliance with all regulations under public law in connection with the event, in particular compliance with the provisions of noise protection and the protection of minors.
6. The contracting partner shall be responsible for handling the formalities and settlements required in the context of self-arranged music performances and sound reinforcement with the responsible institutions (e.g. GEMA) and for informing the organiser.

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7. The contractual partner shall be entitled to use the company and brand names of the organiser when advertising his event, but only with the prior agreement of the organiser.
8. The VStättVO (regulations on setting up and operating public venues) shall be applicable to the events. In accordance with these regulations the emergency escape routes must be kept clear and safety regulations must be adhered to. The contractual partner shall pay the costs incurred through complying with the regulations set forth in the VstättVO for security, fire and sanitary services.
9. In the case of events that are held outside the normal opening times of the Palmengarten of the City of Frankfurt am Main and for the use of the facilities of the Palmengarten of the City of Frankfurt am Main such as the Palmenhaus Terrace or the entrance to the Siesmayerstrasse multi-storey car park or the use of multi-storey car parks located along Siesmayerstrasse, security personnel are required for evening events held.

Invoicing of security charges shall be taken into consideration for the protection of the facilities at the Palmengarten of the City of Frankfurt am Main from damage. These charges are based upon the size and scope of the event and will be correspondingly stated in the contract.

10. The use of pyrotechnics shall be separately agreed with the organiser and requires professional support provided by qualified pyrotechnics experts. All statutory requirements governing the use of pyrotechnics shall be fulfilled. This applies to the use of pyrotechnics both inside and outside.

The contractual partner shall be responsible for arranging the pyrotechnics expert. The costs for this shall be borne by the contractual partner.

IX. Items brought to the event

1. Objects brought along are in the event rooms at the contracting partner's risk. The organiser accepts no liability for loss, destruction or damage, except in cases of gross negligence or intent on the part of the organiser.
2. Decorative material brought along must comply with fire protection regulations. The organiser is entitled to demand official proof of this. Due to possible damage, the installation and attachment of objects must be agreed with the organiser in advance.
3. The contracting partner shall remove the items brought along immediately after the end of the event. The organiser shall be entitled to have items left behind removed and stored at the contracting partner's expense. If the removal involves a disproportionately high effort, the organiser may leave the items in the event room and charge the respective room rent for the duration of their stay. The contracting partner reserves the right to prove a lower damage, the organiser a higher damage.
4. Packaging material (boxes, crates, plastics etc.) associated with the contractual partner supplying the event or that are delivered by third parties at the instigation of the contractual

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partner must be removed immediately by the contractual partner. Should the contractual partner leave packaging materials at the event location then the organiser shall be entitled to have the materials removed at the contractual partner's cost.

X. Liability of the contractual partner

1. The contractual partner shall be liable for all damages caused as a result of the event to the buildings and facilities of the *Gesellschaftshaus* (community house) and to the botanical installations and the plants in the Palmengarten of the City of Frankfurt am Main that are somehow caused by the event participants or event visitors, employees, other third parties associated with the contractual partner or its legal representatives.
2. The organiser may demand a reasonable security payment from the contractual partner as an insurance against possible damage (e.g. insurances, deposits, collateral).

XI. Liability of the organiser, expiry of claims

1. Should defects or faults occur in the services provided by the organiser, then the organiser shall endeavour to correct such defects or faults upon the customer's immediate notification thereof. Should the contractual partner be responsible for not bringing a defect or fault to the attention of the organiser then there shall be no recourse to any claim for reducing the contractually owed amounts.

The contractual partner undertakes to make all reasonable efforts to help minimise the effects of any defects or faults and to notify the organiser immediately of all defects or faults. The contractual partner also undertakes to notify the organiser of any extraordinarily high damages that may potentially occur.

2. The organiser assumes liability in accordance with the statutory provisions for all damages resulting from death or injury to body or health.
3. The organiser shall only be liable for other damages caused by negligence if these are due to the breach of an essential contractual obligation in a manner that endangers the purpose of the contract. In these cases, liability shall be limited to the foreseeable damage typical for the contract.
4. Messages, post and packages for the contractual partner and the participants in the event shall be handled with care. The organiser will deliver, hold, and for a fee forward such items (including lost property) upon request. Claims for damages, unless caused by intent or gross negligence, shall be excluded. The organiser shall be entitled to transfer such aforementioned items to the local lost property office following a period of one month for a reasonable fee.
5. All claims for damages shall lapse following a period of two years from the date when the contractual partner became aware of the loss or damage and/or notwithstanding such knowledge, at the latest following three years after the date of the loss or damage event. This shall not apply to liability for damages resulting from death or injury to body or health or to any other damages resulting from an intentional or grossly negligent breach of duty by the event organiser, one of its legal representatives or vicarious agents.

XII. House rules

1. Craft businesses, suppliers and set-up teams or event technology staff enter the building via the goods entrance on the west side. Registration takes place here. Tradesmen are usually collected and supervised by the building services department. Set-up teams and event technicians receive a day pass and then enter the building independently, provided they know the area.
2. Delivery and removal will only take place via the goods receiving area in the depot on the west side of the building (access via Palmengartenstraße). Only in exceptional cases, which must be agreed in advance with the management or the respective departments, can bulky items be transported via other building entrances
3. The depot serves the purposes mentioned under 2. Parking in this area is only permitted with express permission.
4. Nicotine consumption is prohibited in the entire building. Smoking is also prohibited on all outdoor areas, especially the terrace. A smoking lounge has been set up in the depot for this purpose.
5. The generation or use of fog, smoke or strong dust formation must be notified in advance and is subject to approval.
6. Please be considerate of ongoing events (avoid noise and loud conversations, do not enter the guest area, close doors and windows before sound rehearsals). The consent of the Gesellschaftshaus Palmengarten and its representatives is required for the operation of sound systems for personal entertainment.
7. As a rule, the guest area may only be entered for the immediate purpose of setting up, dismantling and servicing. As a rule, transport must take place exclusively through the concealed personnel staircases and corridors. The terraces are reserved exclusively for event visitors. The terraces are not break zones for construction teams, operating personnel or craftsmen.
8. The freight lift and the huppodium are available for transporting bulky and heavy objects.
9. During events, the goods lift is reserved exclusively for catering and kitchen operations and is therefore only operated by the respective staff during these periods.
10. The huppodium may only be controlled by instructed persons. Use only with the use of the safety system. Operators must always maintain eye contact with the podium. Sound systems must be switched off to ensure acoustic control of the operator. Transport of persons is only permitted in exceptional cases (securing of objects). Before each journey, the operator must ensure that the podium can move freely and that no damage can occur. Personal protection has the highest priority!

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11. Packaging materials and generated rubbish must always be disposed of by the person responsible. The under-stage and back-stage areas are not rubbish dumps!
12. The consumption of food and beverages is only permitted in the canteen (or dedicated areas for crew catering)
13. Issued keys and day passes must be returned immediately or deposited in the night letterbox.
14. The instructions of the operating staff must be followed.
15. Defects and damage discovered must be reported immediately to the technical services department (alternatively sales, banqueting, service). This applies in particular to damage caused by the guest!
16. The entire building, especially the banqueting hall, has been restored under preservation orders. It should go without saying that these areas of the building should be entered and used with special care. Careful handling is assumed for the entirety of the building. Before scaffolding work begins, protective mats must be attached to the doors and supports; materials must be brought along and are kept in small quantities by the operator. For fire protection reasons, protective devices on the doors must be removed at the latest when the building is closed.
17. Sack trucks, pallet trucks, wheeled crates and other mobile transport vehicles that are also used outside the building may not be moved on the parquet floors in the guest areas. Provided that the castors are cleaned and the parquet floor is covered with protective material (e.g. rubber mats), they may be admitted after consultation and one-time exception.
18. Rooms and corridors found locked must be left locked again after use. The same applies to lighting and windows.
19. Escape routes must be kept clear to a width of 1.20 metres. Technical installations must be accessible; the access route must be at least 60 cm wide.
20. As a rule, set-up teams and craftsmen must bring their own set-up lighting and power supply lines. The lighting in the banqueting hall and the gallery hall, in particular the chandeliers, are to be used exclusively during events or the calibration.
21. Only the orange-red plugs of the floor tanks are to be used for the power supply of equipment and systems of the event technology in the ballroom and gallery area. Separate fuse protection is provided here, and the control system can be switched and dimmed with the appropriate equipment. In addition, several 400V connections (CEE) of different strengths, which are located behind various wall flaps in the ballroom and gallery, can be used. The power connections are also to be used primarily for supplying power to any presentation and exhibition stands or to the organiser/customer.
22. The white sockets in the floor tanks are for in-house use only (cleaning, catering).

23. Cable ducts must be secured mechanically and covered so that they cannot be walked on. High-quality fastening materials that can be removed without leaving any residue are to be used. Removal without residue or traces must be carried out conscientiously by the person responsible. When using double-sided adhesive tape, prepare the substrate with fabric tape.
24. As a rule, the passage to the Palmenhaus terrace must always be kept closed unless there are bookings in connection with an event. Visitors to the Palmengarten are to be denied access to the Gesellschaftshaus. In general, the neighbouring building areas under the management of the Palmengarten (especially the Palmenhaus) are to be entered with the utmost consideration. Measures in these areas must always be coordinated in advance with the senior staff of the Palmengarten.
25. Save energy! Avoid unnecessary lighting and heating or other consumption.
26. The chain hoists may only be operated by instructed personnel. The operating personnel must always maintain eye contact with the moving chain hoists. At least one other person is required for observation. Public address systems must be switched off. Other possible sources of distraction or irritation must be avoided. The transport of persons is not permitted. Before each journey, the operator must ensure that the chain hoists can move freely and that no damage occurs. Especially in the case of narrow and elaborate rigging constructions, the possible collision with the chandeliers must be conscientiously checked before the ride. In the ballroom, two light barriers for smoke detection are installed under the hall ceiling. If the light beam is interrupted, a fire alarm is triggered immediately. When making changes to rigging and trussing, this fact must always be taken into account.
27. The sound level of public address systems must be reduced if necessary on the instructions of the authorised personnel.
 1. management as well as safety representatives of the operator
 2. senior staff of the Banquet Operation Department
 3. specialist staff of the set in-house event technology company.
 4. technical manager or sound engineer of the company commission with the sound system.

XIII. Closing provisions

1. Amendments or supplements to the contract, the acceptance of the application or these General Terms and Conditions for Events must be made in writing. Unilateral amendments or supplements by the contracting partner are invalid.
2. The place of performance and payment is the registered office of the organiser.
3. The exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - in commercial transactions shall be the Organiser's registered office or, at the Organiser's discretion, Frankfurt am Main. If the contracting partner does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the Organiser's registered office. The organiser is also entitled to bring legal actions and other legal proceedings at the contracting partner's general place of jurisdiction.
4. The law of the Federal Republic of Germany shall apply.
5. Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.