

# General Terms and Conditions

## Event Locations - Frankfurt Airport

### 1. General information

- 1.1 These General Terms and Conditions apply to all contracts for the provision of the facilities listed in Section 3.1 [hereinafter "**Event Areas**"], including exhibits, furnishings, furniture and other bookable equipment, by Fraport AG, Frankfurt Airport Services Worldwide [hereinafter "**Fraport**"] to the contractual partner [hereinafter "**Client**" or "**Interested Party**"] for a fee.
- 1.2 These General Terms and Conditions are an integral part of the contract concluded between Fraport and the client and
- for the Fraport Visitor Center [\[here\]](#) and
  - for the FRALounge [\[here\]](#)
- available.
- 1.3 Unless expressly stated otherwise below, these General Terms and Conditions shall apply to all services between the contracting parties in connection with the transfer of use.
- 1.4 Deviating provisions, even if they are mentioned in the General Terms and Conditions of the contractual partner, shall not apply, even if Fraport is aware of them and Fraport does not explicitly object to them.

### 2. Conclusion of contract

- 2.1 The prospective client submits a booking request to Fraport for the rental of the event space. By submitting the booking request, the prospective client delivers a binding request for the submission of an offer by Fraport for the conclusion of a contract for the transfer of use.
- 2.2 Fraport shall send the prospective client an offer for the event space requested at and the associated contractual conditions.
- 2.3 Acceptance of the offer and therefore the contract shall be concluded when the prospective client signs and returns the offer.
- 2.4 Electronic transmission of the handwritten or electronically signed contract documents (e.g. as an e-mail attachment) is sufficient for the contract to be valid.
- 2.5 If the client does not intend to use the event areas himself or for his own purposes, this shall constitute a subletting to the actual client. This is only permitted with the prior consent of Fraport. The consent must be in text form.

### 3. Subject matter of the contract

- 3.1 Fraport operates the following event areas on the premises of Frankfurt Airport, which are made available for company-related events [hereinafter generally referred to as "**events**"] for a fee.
- Fraport Visitor Center - Terminal 1, Frankfurt am Main Airport [[Visitor Center](#)]
  - Visitors' Terrace - Terminal 2, Frankfurt Airport [[Visitors' Terrace](#)]
  - FRA-Lounge - Building 695, 60547 Frankfurt am Main [[FRA-Lounge](#)]
- 3.2 The event areas, exhibits, furnishings, furniture and optional equipment available for hire can be viewed at any time on the corresponding website [[FRA-Locations](#)] and in the brochure [[Range of offers](#)].
- 3.3 Fraport shall provide the client with the rented event space, including exhibits, furnishings, furniture and booked equipment, in proper condition, i.e. in a condition that can be used in accordance with the contract, for the duration of the rental period.
- 3.4 The client is obliged to inspect the event space, including fixtures, furnishings, exhibits and booked equipment, for conformity with the contract at the time of handover. If the client does not raise any objections to Fraport as to the proper condition by this time, the event space including furnishings, furniture, exhibits and booked equipment shall be deemed to have been accepted in conformity with the contract.
- 3.5 The contractual condition of the event areas must be documented in a written handover protocol at the request of one of the parties, which may be unilateral.
- 3.6 Once the event space, including fixtures, furnishings, exhibits and booked equipment, has been handed over to the client, subsequent complaints regarding its condition in accordance with the contract can no longer be asserted. This does not apply to defects fraudulently concealed by Fraport.
- 3.7 The client is not entitled to exceed the permitted number of persons stated in the reservation confirmation. If it is foreseeable that the number of persons will be exceeded, the client must notify Fraport immediately.
- 3.8 Fraport is entitled to close the premises if the planned, permissible number of persons is exceeded.
- 3.9 Fraport is also entitled to close the rented premises at any time if there is a risk to safety and order for which the client is responsible due to excess capacity or use contrary to the contract.
- 3.10 Claims for damages by the client against Fraport due to closing or prohibition of use (Sections 3.10, 3.11) of the premises are excluded under all circumstances.
- 3.11 Fraport has the right to request a joint inspection of the event space by the client before, during and after the event in to determine the condition of the space, including the furnishings, furniture and booked equipment.

#### **4. Client fee and terms of payment**

- 4.1 The fee ["rent"] shown in the offer is decisive.
- 4.2 The rent shown is a total fee (plus VAT at the statutory rate) and includes the costs for air conditioning, general room lighting, standard cleaning and use of the conference equipment shown as free of charge in the reservation confirmation.
- 4.3 In addition, Fraport will provide the client with an invoice. In addition to the above-mentioned rent, this also includes the costs for any additional services used by the client, plus VAT at the statutory rate.
- 4.4 Additional services as mentioned in 4.3 are the possible use of the conference technology and optionally bookable equipment.
- 4.5 The total invoice amount is due without deduction no later than 10 days after the invoice date. In addition, unless explicitly agreed otherwise, Fraport may at any time demand advance payment from the client up to the amount of the expected invoice amount.
- 4.6 If payment of the total amount, i.e. rent and fee for additional services - in each case plus VAT at the applicable statutory rate - is not made on time within as mentioned in section 4.5 of these Terms and Conditions, the client shall be in statutory default without the need for a separate reminder.
- 4.7 In the event of default, Fraport is entitled to claim statutory default interest. Further claims for damages due to the client's default in payment remain unaffected.

#### **5. Withdrawal and termination**

- 5.1 If the client rents the premises for purposes that are not attributable to his commercial or independent professional activity within the meaning of Section 13 BGB, a statutory right of withdrawal pursuant to Section 312g (2) No. 9 BGB is excluded. Instead, the following cancellation conditions apply.
- 5.2 If the event areas are not utilized for reasons for which the client himself is responsible, Fraport's claim or the client's obligation to pay the agreed rent pursuant to Section 4 shall remain unaffected.
- 5.3 If the booking of the event areas is canceled within the following deadlines, the client's payment obligation under clause 5 shall be reduced as follows:
  - Up to 60 days before the event to 40% of the contractually agreed rent.
  - Up to 30 days before the event to 75% of the contractually agreed rent.
  - Less than 7 days before the event, the payment obligation amounts to 100% of the contractually agreed rent.
- 5.4 Cancellation must be delivered in writing. The time of receipt of the declaration by Fraport is decisive for the timeliness of the cancellation.
- 5.5 Fraport is entitled to withdraw from the contract for good cause without any obligation to pay compensation or to terminate the contract without notice if the client has been granted a grace period without success and it is unreasonable to expect the client to continue to adhere to the contract. Good cause shall be deemed to exist if,
  - the client violates the provisions of these General Terms and Conditions or the contract.

- the event space was rented with misleading or false information, e.g. about the organizer or the purpose of the rental.
- the use of the event areas violates legal prohibitions.
- the intended event will cause a disturbance to public safety and order or
- there is a risk of damage to Fraport's reputation.
- the event space cannot be made available due to force majeure.
- the event space cannot be made available or must be vacated due to a press conference to be held at the airport due to a disaster.

5.6 Fraport must notify the client of withdrawal and termination in writing without delay.

5.7 If the use of event space is not possible or only possible to a limited extent for weather-related reasons, the client shall neither be entitled to the provision of an alternative or replacement space nor to a reduction in the contractually agreed rent.

If the use of the visitor's terrace is canceled for weather-related reasons by 12 noon on the third day before the intended use, the payment obligation shall be reduced to 10% of the contractually agreed rent; no fee for security services shall be charged.

5.8 If the transfer of use cannot take place as planned for one of the reasons in Section 5.5 or for similarly important reasons, each contracting party shall bear its own costs, expenses and outlays incurred up to that point. Claims for compensation by the client against Fraport are excluded.

## **6. Performance disruption due to force majeure**

6.1 Fraport shall be released from the obligation to provide use if the service is impossible due to force majeure, evacuation measures or similar unforeseeable events or is unreasonable considering the circumstances of the individual case.

6.2 A similar unforeseeable event is any circumstance that is beyond Fraport's control and could not have been avoided or foreseen even if reasonable and foresighted care had been exercised.

6.3 Fraport shall inform the client as soon as possible of the occurrence of an event of force majeure or a similar unforeseeable event, stating the specific reason, and shall inform the client of the extent to which this affects the fulfillment of the contract.

6.4 Claims of the client for damages due to non-performance, in particular damages due to loss of profit, are excluded if the non-performance is based on one of the aforementioned events (clauses 6.1, 6.2).

6.5 Each contracting party shall bear any futile expenses resulting from the disruption of performance as well as any costs and expenses incurred up to that point.

## **7. Utilization**

7.1 For the duration of the transfer of use, the client is entitled to exclusive use of the contractually guaranteed event areas. The provisions in sections 3.4, 3.10 and 3.11 remain unaffected.

7.2 The client is entitled to use the event areas, including exhibits, furnishings, furniture and booked equipment, only within the scope of the contractually agreed purpose of use. Any use deviating from the contractually agreed use requires the prior written consent of Fraport.

Dancing events are generally prohibited in the FRALounge and the Fraport Visitor Center.

- 7.3 Without Fraport's prior written consent, the client is not entitled to engage in commercial activities within the scope of the transfer of use or to permit third parties to use the rented event space for commercial purposes.
- 7.4 The transfer of use of the event areas to third parties is only permitted with the prior consent of Fraport. Section 2.7 applies in this respect.
- 7.5 The construction, realization and dismantling of events during the transfer of use by the client must be carried out in close coordination with Fraport.
- 7.6 In doing so, the client must comply with the applicable legal provisions. These include, in particular, the provisions of the Hessian Directive on the Construction and Operation of Places of Assembly (Hessian Directive on Places of Assembly -H-VStättR-), the State Building Regulations, the Occupational Health and Safety Act, the Working Hours Act, the Sunday and Public Holidays Act, the Non-Smoking Protection Act, the noise regulations under emission control law, the Trade Regulations, the Youth Protection Act, the Accident Protection Act, accident prevention and fire protection regulations as well as the General Airport Regulations and the Airport Client Regulations. The applicable and relevant provisions can be accessed at any time on the Fraport website under [Guidelines and Terms of Payment \(fraport.com\)](https://www.fraport.com/en/guidelines-and-terms-of-payment).
- 7.7 The client must - where necessary - fulfill all official and statutory reporting and notification obligations for the intended use of the event areas, obtain any necessary permits and comply with official orders, requirements and regulations.
- 7.8 If the client fails to comply with the reporting, notification and application obligations, Fraport may claim damages from the client.
- 7.9 If the client violates the reporting, notification and application obligations, Fraport is entitled to cancel the event or prohibit the intended use. Any resulting claims for compensation by the client against Fraport are excluded.
- 7.10 The client must treat the event areas, including exhibits, furnishings, furniture and booked equipment, with care and ensure that he or participants in his event do not cause any disturbances that impair the business operations of the airport or associated facilities. In the event of non-compliance, Fraport is authorized to exercise its statutory domiciliary rights.
- 7.11 The domiciliary right includes the right to issue instructions to the client to carry out or refrain from certain actions that are suitable for averting the impairments and to encourage third parties to carry out such actions.
- 7.12 The client is obliged to allow Fraport and authorized third parties access to the event areas at any time if there is reason to assume that the client is using the event areas in violation of the contract or is neglecting its traffic and due diligence obligations to such an extent that Fraport's legitimate interests are affected, particularly in terms of building or safety.
- 7.13 Smoking is prohibited in the event areas provided and in the entire building. An exception to this applies to the outdoor areas of the FRALounge, which are designated as "belonging to the event area" in the reservation confirmation/contract. The client must ensure that the smoking ban is

complied with by all persons entering the premises. Non-compliance constitutes a breach of contract within the meaning of Section 5.5.

- 7.14 The use of seating, furnishings, lighting equipment and other structures in the event areas is governed by the agreements in the reservation confirmation/contract. Changes require the prior written consent of Fraport. The client is not entitled to such consent. The client is aware that the seating and designation of escape and rescue routes must be in accordance with official approvals and may not be changed by the client for safety reasons.
- 7.15 The use of electrical systems or other equipment of the client or a third party commissioned by the client using Fraport's electricity network to an extent exceeding the usual contractual purpose requires the prior written consent of Fraport. The client is not entitled to consent. Any disruptions or damage to Fraport's property resulting from the use of such equipment shall be borne by the client, unless the client is not responsible for such disruptions or damage.
- 7.16 The client is (only) entitled to use his own telephone, fax and data transmission equipment with prior written consent.
- 7.17 The bringing of any kind of music, including DJs, bands and similar musical entertainment, requires the prior written consent of Fraport. If such consent is granted, the client must comply with the statutory provisions, particularly those relating to noise protection. The client is liable for all costs in connection with complaints from third parties about noise.
- 7.18 The client must accept the background noise generated in the circulation areas, by public traffic, announcements or noise resulting from the intended operation of the airport (e.g. aircraft noise). Fraport is not liable for any resulting impairment of use of the event areas.
- 7.19 The client and visitors to the event areas must follow the instructions of the airport security services. In all other respects, the client is responsible for compliance with the Airport Client Regulations and the regulations specified in Section 7.6 by every client/visitor to the rented event areas.
- 7.20 The client is not authorized to carry out any actions that could result in damage to the substance of the event areas (e.g. through nails, screws, drilling and gluing), the exhibits, furnishings, furniture or the booked equipment.
- 7.21 The client is obliged to hand over the event areas in a swept clean and customary condition at the end of the period of use. The client must completely remove any items brought in before returning the event areas. This also applies to items brought in by third parties on behalf of the client. If the client fails to comply with this obligation after setting an appropriate grace period, Fraport is entitled to have the event areas cleaned, the items removed and stored and defects rectified at the client's expense.
- 7.22 Deliveries and transportation in connection with the rental of the event areas shall be carried out exclusively at the instigation, expense and own risk of the client. Disruptions to passenger traffic and airport operations must be avoided under all circumstances. The client is liable for damage to Fraport facilities caused by deliveries and transportation. The client may not invoke any statutory exculpation for the fault of third parties vis-à-vis Fraport.

## **8. Decoration; advertising measures; signage**

- 8.1 The client must coordinate and register any items to be brought into the event areas with Fraport at the latest by the time they are made available. The registration must be in text form.
- 8.2 The installation of decorative material or similar must be agreed with Fraport and is only permitted with the client's written consent.
- 8.3 If the client wishes to erect signs, he is obliged to agree this with Fraport in advance. Any signage agreed to be permitted thereafter shall be at the client's own initiative and expense. The client must completely remove any signs after the event.
- 8.4 Furthermore, the client is not permitted to place advertising signs and/or posters on the premises, the fencing around the premises or Fraport's facilities. In the event of infringement by the client or persons used by the client, Fraport is entitled to remove the objects itself or have them removed by third parties at the client's expense after a request for removal has expired without result.
- 8.5 All objects, decorations and signage brought in by the client must comply with the applicable fire safety regulations.
- 8.6 At the request of Fraport, the client is obliged to prove that all objects brought in comply with the fire protection requirements of DIN 4102 (minimum requirement according to classification "B 4102 (B1)"). In case of doubt, confirmation from the responsible fire protection officer must be submitted.
- 8.7 The introduction of flammable materials, hazardous substances as defined by the Ordinance on Hazardous Substances, explosives and pyrotechnics is strictly prohibited. Fire and naked flames are not permitted - except for smoking in the outdoor areas of the FRA Lounge.
- 8.8 In addition, the fire protection, safety and usage regulations available under [Guidelines and Terms of Payment \(fraport.com\)](#) apply in particular.

## **9. Property rights, copyrights and other rights**

- 9.1 Recordings of events for radio, television, video and film purposes as well as broadcasts on the Internet are generally only permitted with the prior written consent of Fraport. The client is not entitled to consent.
- 9.2 The client shall irrevocably indemnify Fraport against all claims arising from the client's infringement of third-party rights or statutory provisions regarding the event or related advertising measures. The obligation to indemnify also extends to all costs incurred in connection with warnings, court costs and legal proceedings.
- 9.3 The client is obliged to clearly state in all publications that he is the client or organizer and that Fraport is - merely - the operator of the event areas.
- 9.4 The use of Fraport's word and figurative marks requires the prior written consent of Fraport. The client has no claim to such consent.

## **10. GEMA**

- 10.1. The timely registration of GEMA-liable works with GEMA and the timely payment of GEMA fees are the sole responsibility of the client.

10.2. If necessary, Fraport may require the client to provide written proof of registration of the event with GEMA, written proof of payment of GEMA fees and/or written proof of invoicing by GEMA to the client.

### **11. Artists' and social insurance fund**

In the case of engagements of artists, payments to the artists' and social security fund are the sole obligation of the client. Fraport may require the client to submit corresponding proof.

### **12. Reporting, notification and approval requirements; legal regulations for the fire department, police and ambulance service**

12.1. The client is obliged - if necessary - to apply for acceptance of use from Fraport's "Preventive Fire Protection" (AVN-SG1, 60547 Frankfurt am Main) no later than four weeks before the start of the event.

12.2. If the client intends to charge admission fees and/or sell food, drinks and goods, prior permission must be obtained from the responsible public order office. The regulations in sections 7.3, 9.4 and 9.5 remain unaffected.

12.3. The fire department, police and medical services will be notified and commissioned by Fraport on behalf of and for the account of the client, depending on the type and size of the event and the need for them. The scope of the services depends on the type of event, the number of visitors or participants, the event-specific risks and any official regulations. All costs, fees, taxes and duties incurred as a result shall be borne by the client.

12.4. Fraport is the legal operator of the event areas with the resulting rights and obligations. Fraport transfers these obligations to the client of the event areas after appropriate instruction.

12.5. Event management is the sole responsibility of the client. Under no circumstances does Fraport act as an organizer within the meaning of the relevant laws and regulations.

12.6. As the organizer, the client must notify Fraport of all names and data of the persons commissioned and responsible by him.

12.7. In all other respects, reference is made to the provisions in sections 7.6 to 7.9.

### **13. Liability**

13.1. In accordance with the statutory provisions, the client shall be liable for damage to property and personal injury, including any consequential damage (financial loss), caused by him, his representatives or agents, by visitors or by the respective client in the event of subletting.

13.2. The client hereby indemnifies Fraport against all claims for damages that are asserted or may be asserted in the future by third parties in connection with the transfer of use of the event areas.

13.3. Fraport assumes no liability whatsoever for persons traveling on the premises of Frankfurt Airport, unless Fraport is legally liable as the operator of the airport.

13.4. Fraport is liable without limitation for property damage and financial loss in cases of intent and gross negligence. Otherwise, Fraport shall only be liable in the event of culpable breach of such



obligations, the fulfillment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely, whereby liability is limited to compensation for foreseeable damage typical of the contract. Damage of a maximum of 5,000€ is deemed to be typical for the contract and foreseeable. Liability under the Product Liability Act remains unaffected, as does liability under statutory provisions which provide for liability even in the absence of fault.

- 13.5. In the event of culpable damage to the contractual objects, the grounds, the site fencing and other facilities on the grounds of Frankfurt Airport attributable to Fraport by the client or persons within the client's sphere of influence, such as participants, visitors, vicarious agents, employees or agents, the client is obliged to compensate Fraport for the resulting damage. The statutory exculpation pursuant to Section 831 (1) sentence 2 BGB is excluded.
- 13.6. The contractual client is also the organizer in the legal sense for the event held in the rented event space. The client shall be solely responsible for claims for compensation due to the absence of official or other necessary permits and compliance with statutory regulations. In this respect, the client shall indemnify Fraport against any third-party claims.
- 13.7. Exhibits or other items brought into the event areas are at the client's own risk. Fraport accepts no liability for valuables, cash, wardrobe and other items brought in by the client, any subtenants, other third parties or visitors.
- 13.8. The client shall be solely responsible for guarding and supervising the event areas and the items and equipment brought in during the entire period of use.
- 13.9. Fraport shall only be liable in the event of failure of any equipment, operational disruptions or other events affecting the transfer of use if these events can be proven to have been caused intentionally or through gross negligence on the part of Fraport or its vicarious agents.
- 13.10. The client is obliged to vacate the event areas at the end of the period of use and to return all associated equipment in its original, proper condition and swept clean (see Section 7.21). If the event areas and booked equipment do not correspond to the contractually proper condition upon return after the end of the transfer of use, Fraport is entitled, after setting a grace period to no avail, to carry out the necessary clearing or repair work itself or have it carried out. The costs incurred for this shall be carried solely by the client.
- 13.11. The client is liable to Fraport for any loss of use resulting from damage within the meaning of Section 14.10 and its necessary rectification.
- 13.12. The client shall be responsible for traffic safety in and for the event areas provided for the duration of the period of use.
- 13.13. The client is obliged to take out liability insurance of an appropriate amount for all risks arising from the liability assumed under the contract and from the transfer of use/performance of the event - insofar as these are insurable. Proof of insurance coverage must be provided to Fraport upon request.
- 13.14. If the contractual client is not also the organizer of the event taking place in the rented event space, he shall be liable to Fraport together with the organizer ["**subtenant**"] as joint and several debtors.

## **14. Data protection**

Fraport AG will electronically store and process the data received during the contract period. In the case of personal data, this is done in accordance with the provisions of the Federal Data Protection Act and the General Data Protection Regulation. The information for data subjects pursuant to Art. 13, 14 GDPR is available at <https://www.fraport.com/de/konzern/datenschutz.html>.

## **15. Offsetting and right of retention**

- 15.1. The client may only offset claims of Fraport arising from the transfer of use against claims that are undisputed or have been legally established.
- 15.2. The client may only assert a right of retention against Fraport's claims on the basis of legally established or undisputed claims.

## **16. Final provisions**

- 16.1. These General Terms and Conditions are an integral part of the contract for the rental of event space.
- 16.2. Subsidiary agreements, amendments and addenda to the contract and these General Terms and Conditions must be made in writing. This also applies to any waiver of this written form requirement.
- 16.3. The invalidity or ineffectiveness of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. The parties undertake to replace an invalid provision with a valid provision that comes as close as possible to the invalid provision.
- 16.4. The place of performance is Frankfurt am Main. If the client is a merchant within the definition of the German Commercial Code, the place of jurisdiction for disputes arising from and in connection with this contract is Frankfurt am Main.
- 16.5. As far as a choice of law is permissible, the contracts subject to these GTC shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 16.6. The contract language is German.
- 16.7. The European Commission provides a platform for online dispute resolution (OS) at Online Dispute Resolution | European Commission (europa.eu). The Fraport e-mail address is: info@fraport.de.
- 16.8. Fraport is not legally obliged to participate in a procedure for alternative dispute resolution by a consumer arbitration board and does not currently participate in such a procedure.

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