General Terms and Conditions of the Event Venue GOOSE Eventspace

GOOSE Gourmet GmbH · Kleyerstraße 15, 60326 Frankfurt am Main, Germany · Version: November 2026
This is a convenience translation. In the event of any discrepancy, the German version shall prevail.

§ 1 Scope

1.1 These GTC apply to all contracts between GOOSE Gourmet GmbH ("Landlord") and the client ("Client") for the rental of the event venue "GOOSE Eventspace", including any related additional services. For entrepreneurs, the GTC of GOOSE Gourmet GmbH for catering, service and event services additionally apply to catering services.

1.2 Clients may be entrepreneurs (Section 14 of the German Civil Code, BGB) or consumers (Section 13 BGB, "Private Clients"). Provisions that apply to only one of these groups are marked as such.

1.3 Deviating or supplementary terms of the Client shall not become part of the contract, even if the Landlord does not expressly object to them.

1.4 For entrepreneurs, these GTC, in the version valid at the time the contract is concluded, also apply to future contracts.

1.5 Individual agreements, in particular in the offer, take precedence over these GTC.

§ 2 Conclusion of Contract

2.1 Offers are non-binding and, unless stated otherwise, valid for 14 days.

2.2 The contract is concluded as soon as the Client signs the offer or the order confirmation or declares acceptance in text form (e.g. by email). Any informal statement expressing the intention to book is sufficient. Upon conclusion of the contract, these GTC become part of the contract; they are available at www.goosegourmet.de/agb.

2.3 Any person concluding the contract on behalf of a third party warrants that they are authorised to do so.

§ 3 Rental Object, Rental Period, Use

3.1 The subject of the contract is the temporary use of the rooms and areas of GOOSE Eventspace specified in the offer for the agreed purpose. Subletting or making the premises available to third parties, as well as changing the purpose of the event, is not permitted without the Landlord's prior consent in text form.

3.2 The maximum number of persons stated in the contract may not be exceeded at any time, not even briefly.

3.3 Set-up, dismantling and clearing take place within the agreed rental period. Exceeding it is only possible by arrangement and will be charged per hour or part thereof at the agreed hourly rate, or otherwise at 1/8 of the daily rent.

3.4 Unless otherwise agreed, food and beverages are provided exclusively by GOOSE Gourmet GmbH.

§ 4 Prices and Payment

4.1 For entrepreneurs, all prices are net prices plus statutory VAT; for Private Clients, all prices are final prices including VAT.

4.2 Unless otherwise agreed in the offer, 50 % of the total amount is due within 10 days of conclusion of the contract and the balance no later than 14 days before the event. Costs arising subsequently (e.g. overtime, damage, cleaning) are payable within 10 days of invoicing.

4.3 In the event of default, entrepreneurs owe default interest of 9 percentage points above the base interest rate and a lump sum of EUR 40; Private Clients owe default interest of 5 percentage points above the base interest rate (Section 288 BGB).

4.4 If, after conclusion of the contract, the Landlord's costs for staff, energy or third-party services increase, the Landlord may adjust the prices of the affected service components to the extent of the actual cost increase; cost reductions shall be taken into account in the same way. For Private Clients, this only applies if more than four months lie between conclusion of the contract and the event. If the total price thereby increases by more than 10 % (5 % for Private Clients), the Client may withdraw free of charge within 7 days of receipt of the notification.

4.5 The Client may only set off undisputed claims or claims established by final judgment.

§ 5 Security Deposit

5.1 Private Clients shall provide a security deposit of EUR 1,000 in cash. The deposit must be handed over no later than at the handover of the premises before the start of the event; receipt will be confirmed in writing. The Landlord may agree a security deposit with entrepreneurs in the offer.

5.2 If the deposit is not provided in time, the Landlord is entitled to refuse handover of the premises. In this case, the Client remains liable for payment in accordance with § 7.

5.3 The deposit secures all claims of the Landlord arising from the rental relationship, in particular for damage, special cleaning, overtime, costs of official measures and contractual penalties. It does not limit the Client's liability.

5.4 If the inspection on return reveals no defects, the deposit will be refunded without delay after return, at the latest within 14 days. Otherwise, the Landlord may retain a reasonable part until settlement and offset it against its claims; settlement will take place within 4 weeks.

§ 6 Number of Participants

6.1 The binding number of participants must be notified in text form no later than 14 calendar days before the event.

6.2 A reduction of the last confirmed number of participants by up to 10 % is free of charge until 14 calendar days before the event. Any further or later reductions will be charged as a partial cancellation in accordance with § 7. The room rent is not affected by reductions.

§ 7 Cancellation by the Client

7.1 The Client may cancel the contract in text form before the event. The date of receipt by the Landlord is decisive. Instead of the agreed remuneration, the Landlord may then claim the following flat-rate charges based on the agreed total price: Up to 91 calendar days before the event 10 %, 90 to 61 calendar days before 25 %, 60 to 31 calendar days before 40 %, 30 to 15 calendar days before 60 %, 14 to 8 calendar days before 80 %, 7 to 3 calendar days before 90 % and from 2 calendar days before the event 100 %.

7.2 The Client is expressly entitled to prove that the Landlord has suffered no damage or significantly less damage. If the premises are successfully rented to another party for the same date, the proceeds obtained will be credited.

7.3 A postponement is deemed a cancellation unless the Landlord agrees to an alternative date in text form. The prices valid at that time apply to the alternative date.

7.4 Circumstances within the Client's sphere of risk (e.g. illness, low number of participants, internal decisions) do not entitle the Client to cancel free of charge.

7.5 If the event becomes impossible due to force majeure (e.g. official prohibitions, natural events, epidemics), both parties are released from their performance obligations; costs demonstrably already incurred that cannot be avoided shall be borne by the Client.

§ 8 Withdrawal by the Landlord

The Landlord may withdraw from the contract if a) a payment due is not made despite a reminder setting a reasonable deadline, b) the event violates statutory provisions or the agreed purpose, c) the booking was made on the basis of false or misleading information on material facts (e.g. organiser, type or purpose of the event), or d) there is reasonable cause to assume that the event jeopardises the safety, operations or reputation of GOOSE Eventspace. In cases a) to c), the Landlord retains its claim under § 7.

§ 9 Domestic Authority (House Rules)

9.1 The Landlord exercises domestic authority throughout the entire rental period. The Landlord and persons commissioned by it may issue instructions to the Client, its guests and service providers insofar as this is necessary for safety, order, noise protection or compliance with statutory provisions. Such instructions must be followed immediately.

9.2 In the event of serious violations, in particular of §§ 10 to 13, the Landlord may expel individual persons from the premises and, after an unsuccessful warning, or immediately in the event of imminent danger, end the event. The Landlord's claim to the agreed remuneration remains in place; the Client has no claims to reimbursement or damages in this respect.

9.3 The Client shall name a responsible adult who is present and reachable throughout the entire event.

§ 10 Fire Protection and Safety

10.1 The following are prohibited throughout GOOSE Eventspace:

- open fire of any kind, candles (including tealights), sparklers,
- pyrotechnics and fireworks, confetti cannons,
- fog and haze machines, smoke and flame effects,
- any other fire-hazardous objects or effects.

Exceptions require the Landlord's prior consent in text form.

10.2 Emergency exits, escape routes, fire extinguishers, fire detectors and safety signs may not be obstructed, covered or altered. Decoration material must be at least flame-retardant (building material class B1 or class B under DIN EN 13501-1).

10.3 The Client shall comply with all fire safety regulations, official requirements and instructions of the Landlord.

10.4 If the Client, one of its guests or service providers culpably triggers a false alarm or a fire brigade deployment, the Client shall bear the resulting costs, in particular the fire brigade's deployment costs.

10.5 Smoking is prohibited throughout the building, including e-cigarettes. Smoking is only permitted on the inner courtyard terrace.

§ 11 Noise Protection and Outdoor Areas

11.1 GOOSE Eventspace is located in the immediate vicinity of residential and commercial premises. The Client is obliged to comply with the regulations on noise protection and to instruct its guests accordingly.

11.2 From 10:00 pm, quiet hours within the meaning of the statutory provisions apply. From that time
– windows and exterior doors must be kept closed,
– the music volume must be limited to the level specified by the Landlord,
– music in outdoor areas is prohibited,
– guests may only stay on the inner courtyard terrace if they keep their voices down.

11.3 The only outdoor area guests may use is the inner courtyard terrace. The area in front of the main entrance at Kleyerstraße 15 may not be used for lingering, smoking or celebrating; it serves solely for entering and leaving the building. The same applies to pavements and parking areas in front of the building.

11.4 The Client shall ensure that guests leave the premises quietly, in particular after 10:00 pm, and that taxis or shuttles do not wait in front of the building playing music or honking.

§ 12 Official Interventions and Measures

12.1 The Client is the organiser and is responsible to the authorities for compliance with the regulations.

12.2 If noise or other conduct of the Client, its guests or service providers leads to an official intervention (e.g. by the public order office), the Client is liable for all resulting costs and damages. The Client shall indemnify the Landlord against fines, fees, costs of official measures and third-party claims (e.g. from neighbours), insofar as the Client, its guests or service providers are responsible for them. This includes the Landlord's necessary legal defence costs.

12.3 If an authority orders the event to be ended or restricted, this order must be complied with immediately. If the order is based on the conduct of the Client, its guests or service providers, the Landlord's claim to remuneration remains in full.

§ 13 Protection of the Premises, Decoration, Damage

13.1 Rooms, walls, floors, furniture and equipment must be treated with care. The following are prohibited in particular:

- attaching objects to walls, ceilings, doors and furniture with nails, screws, drawing pins, adhesive tape, adhesive pads or adhesive hooks,
- leaning or placing objects in a way that could damage or soil walls,
- confetti, glitter, artificial snow, scatter decorations, streamer spray and paint,
- moving furniture without the Landlord's consent, and standing or dancing on furniture.

13.2 The Client is liable for all damage to the building, walls, floors, furniture, technical equipment, glasses, crockery, cutlery and other equipment culpably caused by the Client, its employees, guests, service providers or other event participants. This includes in particular scratches, dents, chips, holes and stains on walls.

13.3 The costs of professional repair must be reimbursed. In the case of damage to walls, this includes repainting the entire affected wall surface where necessary for a uniform appearance. Glasses, crockery, cutlery and other inventory will be charged at the replacement price according to the Landlord's breakage and loss list, otherwise at the current replacement price. The Client is entitled to prove that no damage or significantly less damage has occurred.

13.4 If the premises cannot be rented out as a result of damage for which the Client is responsible, the Client is also liable for the resulting loss of rent.

13.5 The Landlord recommends that the Client takes out event liability insurance.

§ 14 Handover, Return, Cleaning

14.1 The premises are handed over in the condition agreed in the contract. A report is drawn up at handover and return; the Landlord may document the condition photographically. The Client is obliged to report any visible damage at handover so that it can be noted in the report.

14.2 On return, the premises must be cleared and free of any items and decorations brought in. The usual final cleaning is included in the rental price, if agreed. Exceptional soiling (e.g. stains on walls or upholstery, wax, vomit, confetti, glitter, chewing gum) will be charged on a time-and-effort basis.

14.3 Items of the Client not collected will be removed or stored at the Client's expense and risk. The Landlord is only liable for items brought in by the Client and its guests in accordance with § 16.

§ 15 Contractual Penalty

15.1 If the Client, one of its guests or service providers culpably violates §§ 10 (fire protection), 11 (noise protection and outdoor areas), 3.2 (maximum number of persons) or 3.1 (purpose of use), the Landlord may claim a contractual penalty, the amount of which it determines at its reasonable discretion and which may be reviewed by a court in the event of a dispute; it amounts to a maximum of EUR 5,000 per event.

15.2 The contractual penalty will be credited against any further claim for damages.

§ 16 Liability of the Landlord

16.1 In cases of slight negligence, the Landlord is only liable for breaches of material contractual obligations on the observance of which the Client may regularly rely; liability is then limited to the typical, foreseeable damage.

16.2 This limitation does not apply in cases of intent and gross negligence, injury to life, body or health, the assumption of a guarantee, or claims under the German Product Liability Act.

16.3 The Landlord's strict liability for defects existing at the time the contract is concluded (Section 536a (1) Alt. 1 BGB) is excluded.

16.4 A cloakroom or safekeeping is only owed if separately agreed.

§ 17 GEMA, Permits, Protection of Minors

17.1 GEMA fees (German music copyright society) for customary use (e.g. background music or DJ) are covered by the Landlord. For live concerts or public events with an admission fee, the Client shall register the event itself.

17.2 The Client is responsible for permits that go beyond the customary use of the venue and for compliance with the German Youth Protection Act, in particular when serving alcoholic beverages.

§ 18 Data Protection, Video Surveillance, Photos

18.1 Personal data is processed in accordance with the applicable data protection regulations; details at www.goosegourmet.de/datenschutz.

18.2 Areas of GOOSE Eventspace are under video surveillance to protect persons and property; this is indicated on site. The Client shall inform its guests accordingly.

18.3 The Landlord may use photographs of the decorated rooms without identifiable persons for its own advertising purposes, unless the Client objects in text form.

§ 19 Information for Private Clients

19.1 There is no right of withdrawal, as this concerns the provision of services in connection with leisure activities on a specific date (Section 312g (2) No. 9 BGB).

19.2 The Landlord is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

§ 20 Final Provisions

20.1 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

20.2 If the Client is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is Frankfurt am Main.

20.3 Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.

20.4 In the event of any discrepancy between the German and the English version, the German version shall prevail.