

Terms and conditions for the supply of set-up and dismantling assistants

1. Order placement

(1) Orders may be placed either electronically, via the online shopping basket (by using the Easyorder online shop), or, if you wish to use the attached documents, in writing by completing and submitting the order forms for the event in question. Orders which are made verbally or over the phone must be confirmed by the exhibitor in writing.

(2) Electronic orders which are sent from the password-protected online shop are valid without signature. Written orders must bear the legally binding signature of the ordering party, and a single copy must be received by Messe Frankfurt Venue GmbH in advance of the event by no later than the date specified on the order form, as it will otherwise be impossible to guarantee their timely completion. Orders submitted by a third party (stand designers/builders, participants in joint stands or similar) shall only be accepted and carried out if they have been placed electronically from this third party's own account or, for written orders, if they bear the signature and company stamp of the exhibitor, or the third party has been granted power of attorney (referred to in the online shop as a sub-account).

(3) For orders received online or in writing less than four weeks before the start of the event, Messe Frankfurt Venue GmbH will invoice the additional expenses entailed.

2. Description of services to be provided:

(1) Messe Frankfurt Venue GmbH shall arrange for the provision of set-up and dismantling assistants on the basis of the order.

(2) These assistants may only be used for the following activities:

- Loading and unloading trucks
- Transporting boxes/crates
- Unpacking boxes/crates
- Packing boxes/crates
- Stocking the stands

(3) These activities may only be carried out in accordance with the applicable Employers' Liability Association regulations.

(4) If, however, the customer instructs these assistants to carry out activities that are not permitted under the Employers' Liability Association regulations, the customer shall be solely liable. Assistants provided by Messe Frankfurt Venue GmbH are obligated to refuse to carry out such activities, insofar as they are able to recognise their impermissibility pursuant to the regulations of the Employers' Liability Association. Whenever there is doubt, these assistants will consult with Messe Frankfurt Venue GmbH without delay.

(5) The minimum period for which any set-up/dismantling assistant can be ordered is four hours. The maximum working period for each such assistant is ten hours. Any partial hours worked will be charged as full hours. If an assistant works for a period of more than six hours, they are entitled to a 30 minute break. The customer will not be charged for this break.

3. Invoicing

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Venue GmbH shall also be entitled to issue invoices before the performance of services.

(2) The charges listed in our currently valid price list shall be binding upon both parties here-to. Any services that do not appear in the list are not included in the charges stated therein and shall, where applicable, be invoiced separately.

(3) Counterclaims can only be offset if they are undisputed or have been confirmed by a court of law in a final form.

(4) Complaints regarding activities either not being carried out or not being completed must be received by Messe Frankfurt Venue GmbH by no later than the following day. Any complaints received thereafter will be disregarded.

4. Cancellation by the ordering party

In the event that an order is to be cancelled, the customer shall notify Messe Frankfurt Venue GmbH thereof in writing no later than three (3) weeks prior to the opening of the event involved, reckoned from date of receipt. Cancellations can be accepted at later dates only if the respective service(s) – or parts thereof – have not yet been provided or provision thereof has not yet commenced. The same shall apply analogously to any changes to the ordered service(s).

5. General conditions

(1) Both parties to the agreement accept these terms and conditions as integral parts of the agreement binding upon both parties.

(2) If individual provisions of this agreement are or become invalid, such invalidity shall not affect the remaining provisions. In such a case, both contracting parties undertake to replace the invalid provision by a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) Both parties to the agreement explicitly agree Frankfurt am Main to be the place of performance and place of jurisdiction for all claims and disputes arising from this agreement.