

# TERMS & CONDITIONS FOR PARTICIPANTS/ EXHIBITORS

minimii handmade  
design market for products made for children



## GENERAL, GROUP OF PARTICIPANTS, REGISTRATION

PARTICIPANTS HOLDING A TRADE LICENCE OR OWNERS OF AN ITINERANT TRADE, AS WELL AS CITIZENS WITHOUT TRADE CREDENTIALS MAY PARTICIPATE IN THE DESIGN MARKET.

A BINDING REGISTRATION MAY BE MADE SOLELY VIA THE REGISTRATION FORM ON OUR WEBSITE

([HTTP://WWW.MINIMII-HANDMADE.COM](http://www.minimii-handmade.com)). WITH THIS REGISTRATION, THE PARTICIPANT AGREES TO AND UNDERTAKES TO COMPLY WITH THE CONTRACTUAL TERMS AND CONDITIONS AND THE CONDITIONS OF PARTICIPATION & MARKET RULES. EVERY EXHIBITOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH EXISTING REGULATIONS OF GOODS EXCHANGE AS MANDATED BY TRADE LAW. BARTHONIA SHOWROOM'S HOUSE RULES (ATTACHED HERETO) HAVE TO BE OBSERVED.

THE ORGANISER WILL SELECT THE PARTICIPANTS FROM THE REGISTRATIONS RECEIVED AT HIS OWN DISCRETION. DUE TO THE LARGE NUMBER OF APPLICATIONS, THE SELECTION MAY TAKE UP TO SIX WEEKS. THE CONFIRMATION CONSTITUTES AN AGREEMENT BETWEEN PARTICIPANT AND ORGANISER, AND THE ORGANISER WILL ALLOCATE A LOCATION TO THE PARTICIPANT. EVERY PARTICIPANT WILL RECEIVE 4 ADMITTANCE WRISTBANDS FOR THE DAY OF THE EVENT WHICH ENTITLE TO FREE ADMITTANCE.

## OPENING HOURS AND BOOTH ATTENDANCE

THE DESIGN MARKET IS OPEN FOR VISITORS ON SUNDAY FROM 09:00 AM TO 08:00PM. DURING OPENING HOURS THE BOOTH MUST BE STAFFED AT ALL TIMES. IN ADDITION, EXHIBITORS ARE REQUIRED TO BE AVAILABLE AT THE BOOTH AT LEAST 30 MINUTES AHEAD OF OPENING TIME.

## SET-UP AND STRIKE (DISASSEMBLY)

SET-UP IS AVAILABLE ON THE DAY BEFORE THE OFFICIAL EVENT DAY FROM 06:00PM TO 08:00. EXHIBITOR IS SOLELY RESPONSIBLE FOR A SUITABLE AND ATTRACTIVE SET UP OF THE BOOTH. DISASSEMBLY AND READYING THE GOODS FOR TRANSPORT OR DELIVERY IS ONLY POSSIBLE AFTER THE MARKET IS OFFICIALLY CLOSED. TIME FOR STRIKE AND PACKAGING IS ON SUNDAY FROM 08:00 PM TO 10:00PM.

## CONTRACTUAL PENALTIES

PARTICIPANTS THAT ARE ABSENT WITHOUT EXCUSE DESPITE HAVING REGISTERED WILL FORFEIT ANY FEES ALREADY PAID AND WILL BE CHARGED A CONTRACTUAL PENALTY OF EUR 100.00.

IF A PARTICIPANT DISMANTLES/ STRIKES ITS BOOTH PRIOR TO THE END OF THE MARKET, PARTICIPANT HEREBY AGREES TO PAY A CONTRACTUAL PENALTY IN THE AMOUNT OF EUR 200.00 TO THE ORGANISER.

## BOOTH LOCATION SUBJECT TO CHANGE

IN THE COURSE OF MANAGING THE EVENT, THE ORGANISER RESERVES THE RIGHT TO CHANGE THE LOCATION OF THE BOOTH BOOKED BY THE PARTICIPANT DUE TO UNFORESEEABLE CIRCUMSTANCES (SUCH AS OFFICIAL RULES & REGULATIONS, TECHNICAL REASONS OR FORCE MAJEURE).

## PROHIBITION OF SUB-LETTING

SUB-LETTING OF THE BOOTH IS NOT PERMITTED, SHARING WITH THIRD PARTIES IS ONLY PERMITTED UPON CONSULTATION WITH AND APPROVAL OF THE ORGANISER. AN ADMINISTRATIVE FEE OF EUR 35.00 WILL BE CHARGED.

## BOOTH AND FURNISHINGS

THE BOOTH CONSISTS SOLELY OF THE AREA DESIGNATED WITHOUT ANY FURNISHINGS, UNLESS THE PARTICIPANT BOOKED FURNISHINGS. THE DIMENSIONS OF THE BOOTH ARE MARKED ON THE FLOOR BY THE ORGANIZER AND HAVE TO BE ADHERED TO; NO INSTALLATIONS AND/ NOR FURNISHINGS MAY BE EXTENDED BEYOND THE SIZE INDICATED.

ALL MATERIALS USED MUST BE HIGHLY FIRE RESISTANT PURSUANT TO DIN 4102 (FIRE PROTECTION CLASSIFICATION 1) FOR FIRE PROTECTION REASONS. TRESTLE TABLES, LIGHTED CANDLES, ALL TYPES OF OPEN FLAME, THE USAGE OF STRAW, FIR SPRIGS, OR SIMILAR MATERIALS ARE THEREFORE NOT PERMITTED.

PARTICIPANT AGREES TO LEAVE THE BOOTH IN THE SAME CONDITION THAT IT WAS ASSIGNED TO PARTICIPANT, PARTICIPANT AGREES TO REIMBURSE ORGANIZER ANY COSTS INCURRED THAT WERE NECESSARY TO RE-INSTATE THE CONDITION. THIS APPLIES ESPECIALLY TO ANY DAMAGE DONE TO RENTED FURNISHINGS, AS WELL AS WASTE DISPOSAL (FOOD REMAINS, ETC.). THE PARTICIPANT IS LIABLE FOR HIS / HER OWN GOODS AT ANY TIME; AS WELL AS FOR ANY INJURIES OR PROPERTY DAMAGE CAUSED BY HIM / HER OR HIS / HER EMPLOYEES, RESULTING FROM INTENT OR NEGLIGENCE.

## ELECTRICITY

IF THE PARTICIPANT BOOKS POWER SUPPLY WITH REGISTRATION, THE REQUIRED WATTAGE OF THE DEVICES TO BE CONNECTED NEEDS TO BE CLARIFIED WITH THE ORGANISER. LATER BOOKING IS USUALLY NOT POSSIBLE.

THE POWER CONNECTION PER RENTED BOOTH IS SUITABLE FOR A LOAD OF MAX 1KW. THE ORGANISER RESERVES THE RIGHT TO DISCONNECT THE POWER SUPPLY IN CASE OF A SHORTAGE OF ELECTRICAL ENERGY. IN THIS CASE, ELECTRICITY FEES WILL BE REFUNDED.

THE PARTICIPANT IS RESPONSIBLE FOR PROVIDING SUITABLE EXTENSION CABLES, MULTI-PURPOSE CONNECTIONS, AND LIGHT SOURCES. THOSE HAVE TO COMPLY WITH THE CE STANDARD AND BEAR THE CORRESPONDING SIGN; THEY NEED TO BE IN PERFECT WORKING CONDITION (NO OBVIOUS BROKEN OR NON-INSULATED CABLES, DEFECTIVE COUPLINGS, ETC.)

THE ORGANISER RESERVES THE RIGHT, AFTER AN EXAMINATION OF THE DEVICES, TO TEMPORARILY CONFISCATE ANY NON-COMPLIANT DEVICES WITHOUT THE OBLIGATION TO PROVIDE REPLACEMENTS. IF DEFECTIVE DEVICES ARE CONNECTED AND THESE DEVICES LEAD TO A LOSS OF POWER, A CONTRACTUAL PENALTY OF EUR 200.00 MUST BE PAID, UNLESS THE PARTICIPANT CAN PROVIDE EVIDENCE THAT THE DAMAGE WAS LOWER OR NON-EXISTENT.

THE ORGANISER IS NOT LIABLE FOR ANY INTERRUPTIONS OR FLUCTUATIONS OF POWER SUPPLY.

## FOOD AND BEVERAGE

THE SALE OF FOOD, BEVERAGES AND OTHER ALIMENTS IS NOT PERMITTED WITH THE EXCEPTION OF AUTHORIZED CATERING OUTLETS AND FOODSTALLS ONLY.

## PARKING

THE BARTHONIA FORUM PROVIDES SUFFICIENT PARKING SPACE AT THE VENUE. FOR FURTHER DETAILS PLEASE SEE EXHIBITOR INFORMATION SHEET.

## ADMISSION

THE ADMISSION FEE IS 5 € AT THE TICKET COUNTER. CHILDREN TILL THE AGE OF 12 YEARS ARE ADMITTED FREE OF CHARGE.

### **COPYRIGHT AND GEMA FEES**

WITH THE REGISTRATION, THE PARTICIPANT CONFIRMS TO OWN THE COPYRIGHTS AND/ OR TO OWN THE EXPLOITATION RIGHTS OF THE WORKS THAT PARTICIPANT EXHIBITS. PARTICIPANT CONFIRMS TO HAVE A CORRESPONDING PERMISSION OF THE ORIGINAL OWNER OF THE COPYRIGHT. THIS APPLIES SPECIFICALLY TO PROVIDING INFORMATION MATERIAL SUPPLIED BY PARTICIPANT TO ORGANIZER FOR THE USE ON/ WITH ORGANISER'S WEBSITE AND SOCIAL MEDIA PAGES (SUCH AS FACEBOOK, INSTAGRAM, ETC.)

THE PARTICIPANT IS FULLY LIABLE FOR THE COMPLETENESS AND ACCURACY OF THE INFORMATION PROVIDED BY PARTICIPANT AND WILL HOLD THE ORGANISER HARMLESS FROM ALL THIRD-PARTY CLAIMS.

THE PARTICIPANT AGREES TO AUTHORIZE ORGANISER, THE PRESS, AND AUTHORISED PARTNERS OF THE ORGANISER TO COMPILE PHOTO, VIDEO, AND AUDIO MATERIAL IN THE EXHIBITION ROOMS. ANY MATERIAL COMPILED MAY BE USED FOR DOCUMENTARIES, PROMOTION, AND PUBLIC RELATIONS WORK.

THE PARTICIPANT IS RESPONSIBLE FOR GRANTING OR REFUSING PERMISSION TO THE VISITORS OF THE DESIGN MARKET TO TAKE AND EXPLOIT PHOTOS AND VIDEOS OF THE WORKS SHOWN.

ANY APPLICABLE GEMA FEES DUE THRU THE ACTIONS OF PARTICIPANT WILL BE BORNE BY THE PARTICIPANT AND A CORRESPONDING REGISTRATION HAS TO BE CARRIED OUT SEPARATELY BY THE PARTICIPANT.

### **ADVERTISING AND THIRD-PARTY PRODUCTS**

IN PRINCIPLE, THE PARTICIPANT MAY ONLY PROVIDE ADVERTISING MATERIAL ON PARTICIPANT'S PRODUCT AND PARTICIPANT'S SHOP AT PARTICIPANT'S OWN BOOTH. DISTRIBUTION OF ADVERTISING MATERIAL OUTSIDE PARTICIPANT'S ASSIGNED BOOTH STAND OR DISTRIBUTION OF ADVERTISING MATERIAL FOR ADDITIONAL BRANDS WITHIN PARTICIPANT'S BOOTH, NEEDS TO BE COORDINATED WITH AND APPROVED BY THE ORGANISER. A WRITTEN PERMISSION OF THE ORGANISER IS REQUIRED FOR PRIOR TO THE SALE OF THIRD-PARTY PRODUCTS.

THE ORGANISER CHARGES A ONE-TIME FIXED RATE OF EUR 35.00 FOR ADVERTISING PURPOSES. THESE PROCEEDS WILL BE FULLY USED FOR ADVERTISING ACTIVITIES FOR THE EVENT. AN ELECTRONIC PRESS REVIEW WILL BE MADE AVAILABLE ON REQUEST, EITHER BY EMAIL OR AS A DOWNLOAD.

### **TERMS OF PAYMENT**

THE BOOTH FEE, AS WELL AS THE ONE-OFF FLAT RATES FOR ADVERTISING, WASTE DISPOSAL, ELECTRICITY, AND FURNISHINGS (ALL PRICES PLUS 19 % VAT) ARE TO BE PAID TO THE ACCOUNT INDICATED WITHIN 10 DAYS FROM RECEIPT OF INVOICE. IF THE DEADLINE IS NOT OBSERVED, THE ORGANISER RESERVES THE RIGHT TO CANCEL THE CONTRACT.

### **FEES:**

CLOTHES RAIL/COMPARTMENT (ONLY A VERY LIMITED NUMBER AVAILABLE, PLEASE CONTACT US)

BOOTH 1,75 M<sup>2</sup> (3,5 X 0,5 M): 69,00 € PLUS VAT

BOOTH 3,00 M<sup>2</sup> (EITHER 2 X 1,5 M OR 3 X 1M): 118,00€ PLUS VAT

BOOTH 4,50 M<sup>2</sup> (3 X 1,5 M): 177,00€ PLUS VAT

BOOTH 4,50 M<sup>2</sup> (3 X 1,5M INCL. ILLUMINATED CLOTHES RAIL): 190,00€ PLUS VAT

BOOTH: 6 M<sup>2</sup>: 237,00 € PLUS VAT

MARKETING CONTRIBUTION (FLAT FEE): 35,00€ PLUS VAT

WASTE DISPOSAL CONTRIBUTION (FLAT FEE) 20,00€ PLUS VAT

ELECTRIC SUPPLY, MAX. CHARGEABLE LOAD 1KW: 30,00€ PLUS VAT

TABLE (AVAILABLE FOR BOOTH SIZES STARTING WITH 3M): 20,00€ PLUS VAT

BENCH: 10,00€ PLUS VAT

### **CANCELLATION**

THE PARTICIPANT MAY CANCEL THE REGISTRATION IN WRITING. IN THIS CASE, THE FOLLOWING FEES WILL APPLY:

- CANCELLATION WITHIN 10 DAYS OF RECEIPT OF INVOICE AND CONDITIONS OF PARTICIPATION AND INVOICE: EUR 0.00

- CANCELLATION MORE THAN 10 DAYS LATER OF RECEIPT OF INVOICE AND CONDITIONS OF PARTICIPATION AND INVOICE, BUT MORE THAN 30 DAYS PRIOR TO THE START OF THE EVENT: 50 % OF THE BOOTH FEE

- CANCELLATION 30 DAYS OR LESS PRIOR TO THE START OF THE EVENT: 100 % OF THE BOOTH FEE

### **LIABILITY**

THE ORGANISER WILL TAKE OUT A PROMOTER THIRD-PARTY LIABILITY INSURANCE FOR THE DURATION OF THE DESIGN MARKET. HOWEVER, THE PARTICIPANT WILL BE LIABLE TOWARDS THIRD PARTIES FOR DAMAGE THAT HAS BEEN CAUSED BY PARTICIPANT OR PARTICIPANT'S EMPLOYEES. SAFEGUARDING AGAINST THEFT IS THE SOLE RESPONSIBILITY OF THE PARTICIPANT. THE ORGANISER RECOMMENDS TAKING OUT AN EXHIBITOR'S INSURANCE.

THE ORGANISER'S LIABILITY FOR DAMAGES ACCORDING TO THE STATUTORY PROVISIONS WILL BE UNLIMITED IF A LIABILITY IS ATTRIBUTABLE TO THE ORGANISER AS A RESULT OF AN INTENTIONAL ACT OR GROSS NEGLIGENCE. IF ORGANISER'S LIABILITY RESULTS FROM SIMPLE NEGLIGENCE AND ORGANISER HAS BREACHED A MAJOR CONTRACTUAL DUTY, ORGANISER'S LIABILITY FOR DAMAGES WILL BE RESTRICTED TO FORESEEABLE DAMAGE AS IT USUALLY OCCURS IN COMPARABLE CASES. ANY OTHER LIABILITY IS EXCLUDED. LIABILITY FOR INJURY TO LIFE, LIMB OR HEALTH REMAINS UNAFFECTED.

THE FOREGOING LIMITATIONS OF LIABILITY ALSO APPLY TO BREACHES OF DUTY COMMITTED BY THE ORGANISER'S LEGAL REPRESENTATIVES OR APPOINTED AGENTS. IF THE ORGANISER'S LIABILITY HAS BEEN EXCLUDED ON THE BASIS OF THE FOREGOING PROVISIONS, ANY PERSONAL LIABILITY OF THE ORGANISER'S EMPLOYEES AND AGENTS IS EXCLUDED THE SAME.

### **CANCELLATION OF EVENT**

IF THE EVENT CANNOT TAKE PLACE DUE TO FORCE MAJEURE, THE ORGANISER UNDERTAKES TO REFUND THE BOOTH FEE TO THE PARTICIPANT. ALL OTHER COSTS (SUCH AS TRAVELLING COSTS, PRODUCTION COSTS, ADVERTISING, WASTE DISPOSAL, AND ELECTRICITY FLAT RATE) WILL BE BORNE BY THE PARTICIPANT.

### **SEVERABILITY**

IF ONE OR SEVERAL PROVISIONS OF THESE CONDITIONS OF PARTICIPATION ARE FULLY OR PARTLY UNLAWFUL, THIS WILL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS. IN THE PLACE OF THE INEFFECTIVE PROVISION, A PROVISION THAT IS AS SIMILAR AS POSSIBLE TO THE CONTENTS OF THE INEFFECTIVE PROVISION AND WHICH COMES AS CLOSE AS POSSIBLE TO ITS PURPOSE WILL RETROACTIVELY TAKE ITS PLACE.

### **VERANSTALTER-KONTAKT**

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# BARTHONIA SHOWROOM HOUSE RULES



THE HOUSE RULES DETERMINE THE RIGHTS AND OBLIGATIONS OF VISITORS DURING THEIR STAY AT THE EVENT LOCATION. THE TENANT IS RESPONSIBLE FOR ENSURING THE COMPLIANCE OF THESE DUTIES OF VISITORS, GUESTS, AND EMPLOYEES.

## **PRESENCE AT THE EVENT LOCATION**

ONLY VISITORS WITH A VALID TICKET AND GUESTS OF THE TENANTS ARE ALLOWED TO BE PRESENT AT THE EVENT LOCATION. VISITORS MAY ONLY USE THE ACCESS ROUTES PROVIDED FOR THE RESPECTIVE EVENT.

ALL FIXTURES OF THE EVENT LOCATION HAVE TO BE TREATED WITH DUE CARE AND CONSIDERATION. INSIDE THE EVENT LOCATION, EVERYONE HAS TO BEHAVE IN SUCH A WAY THAT NO THIRD PARTY IS HARMED, ENDANGERED OR - MORE THAN UNAVOIDABLE. GIVEN THE CIRCUMSTANCES - INTERFERED WITH OR BOTHERED.

SMOKING IS PROHIBITED AT THE EVENT LOCATION. THE CORRESPONDING NOTICES ARE TO BE COMPLIED WITH.

FOR SAFETY REASONS, THE CLOSURE OF ROOMS, BUILDINGS, AND OPEN AREAS, AND THEIR EVACUATION MAY BE ORDERED. ALL PERSONS PRESENT AT THE EVENT LOCATION AND ON THE PREMISES HAVE TO IMMEDIATELY COMPLY WITH CORRESPONDING REQUESTS AND HAVE TO LEAVE THE EVENT LOCATION FORTHWITH IN CASE OF AN EVACUATION ORDER.

THE CONTENT OF BAGS, CONTAINERS CARRIED ALONG, AND CLOTHING SUCH AS COATS, JACKETS, AND CAPES MAY BE SEARCHED. VISITORS NOT AGREEING TO THE SEIZURE BY THE CONTROL OR SECURITY SERVICE OF ITEMS THAT MAY ENDANGER THE EVENT OR VISITORS WILL BE REFUSED ACCESS TO THE EVENT. VISITORS SO REFUSED CANNOT CLAIM A REFUND OF THE ENTRANCE FEE. IN LINE WITH THE NATURE OF THE EVENT, BRINGING ALONG BAGS AND SIMILAR CONTAINERS TO THE EVENT MAY BE PROHIBITED.

PERSONS THAT ARE OBVIOUSLY UNDER THE INFLUENCE OF ALCOHOL OR DRUGS WILL BE EXCLUDED FROM THE EVENT AND HAVE TO LEAVE THE EVENT LOCATION. VISITORS SO REFUSED CANNOT CLAIM A REFUND OF THE ENTRANCE FEE. THE PROVISIONS OF THE GERMAN LAW FOR THE PROTECTION OF THE YOUTH APPLY. SPECIAL REGULATIONS ONLY APPLY WHEN THEY HAVE BEEN EXPLICITLY PUT UP AT THE TICKET OFFICES AND ENTRANCE AREAS.

## **BRINGING ALONG THE FOLLOWING ITEMS IS PROHIBITED:**

WEAPONS OR DANGEROUS ITEMS AS WELL AS ITEMS THAT, IF THROWN, MAY INJURE PERSONS.

- GAS SPRAY BOTTLES, CORROSIVE OR COLOURING SUBSTANCES OR PRESSURIZED CONTAINERS FOR HIGHLY FLAMMABLE OR HARMFUL GASES, EXCEPT STANDARD POCKET LIGHTERS AND HAIRSPRAY.

- CONTAINERS MADE OF FRAGILE MATERIAL OR MATERIAL THAT MAY SPLINTER.

- FIREWORKS, ROCKETS, BENGAL FIREWORKS, SMOKE POWDER, FLARES, AND OTHER PYROTECHNIC ITEMS.

- MECHANICALLY AND ELECTRICALLY OPERATED NOISEMAKERS.

- ALL DRINKS AND FOODS, DRUGS, ANIMALS.

- RACIST, XENOPHOBIC, AND RADICAL PROPAGANDA MATERIAL.

AUDIO AND VIDEO RECORDERS DESTINED FOR COMMERCIAL USE (EXCEPT WITH PERMISSION FROM THE ORGANISER).

## **RIGHT OF PERSONS TO THEIR OWN LIKENESS:**

IF EMPLOYEES OF BARTHONIA SHOWROOM, THE ORGANISER OR COMMISSIONED COMPANIES MAKE PHOTOGRAPHS, FILM AND / OR VIDEO RECORDINGS AT THE EVENT LOCATION FOR REPORTING OR ADVERTISING PURPOSES, THE RECORDING ACTIVITY MAY NOT BE OBSTRUCTED OR OTHERWISE COMPROMISED. ALL PERSONS ENTERING THE EVENT LOCATION OR STAYING THERE ARE ADVISED BY THE PRESENT HOUSE RULES THAT THE TENANT WILL MAKE PHOTO, FILM, AND VIDEO RECORDINGS AT THE EVENT LOCATION. WITH ENTERING THE EVENT LOCATION, THOSE THAT WILL BE RECOGNISABLE ON SUCH RECORDINGS AGREE THAT THOSE RECORDINGS MAY BE USED FOR REPORTING AND ADVERTISING PURPOSES AND THAT NO CLAIMS WILL BE ASSERTED AGAINST BARTHONIA SHOWROOM.

## **VOLUME / INTERIOR LEVEL DURING EVENTS:**

THE ORGANISER IS HEREBY NOTIFIED THAT THE INTERIOR LEVELS OF 85 DB(A) DURING THE DAY (6:00 AM - 10:00 PM) AND OF 76 DB(A) DURING THE NIGHT (10:00 PM - 6:00 AM) HAVE TO BE COMPLIED WITH. IN ADDITION, THE ORGANISER HAS TO ENSURE THAT THE VISITORS BEHAVE CALMLY WHEN ENTERING OR LEAVING THE BARTHONIA SHOWROOM. THE LANDLORD IS ENTITLED TO GUARANTEE THIS BY MEANS OF A SECURITY SERVICE THAT IT CONTRACTS. THE COSTS ARISING THEREFROM WILL BE BORNE BY THE TENANT.