



**KUNST  
MESSE  
DÜSSELDORF**

**08.-12.2.  
2012**

**MESSE DÜSSELDORF**

Halle 8a

## **Conditions of Participation**

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## 7. Stand Furnishings and Layout

The participation fee entitles the Exhibitor to the use of stand space – as stated in the relevant invoice – with the following specifications:

- Stand perimeter walls (3 m high)
  - Peninsula stand: 1 backwall, fascia on three sides
  - Corner stand: 1 backwall, 1 side wall, fascia on two sides
  - Row stand: 1 backwall, 2 side walls, fascia on one side
- Fascia height 30 cm
- Wallcovering for stand perimeter walls and fascia
- Carpeting
- One mains connection (220 V, 2.2 kW)
- Flat-rate fee for power
- Signage – 2 nameplates mounted on fascia
- Two complimentary vernissage tickets

Charges for additional services are described in the order forms contained in the Exhibitors' Services Booklet.

The exhibition halls will be carpeted throughout in a uniform grey tone to enhance the harmonious overall design and layout of the Fair. Walls will be covered in basalt cotton. The Organizer determines the quality and colour of carpeting and wallcoverings.

The participation fee and all other charges are quoted net. These charges are subject to German Valued Added Tax [*Umsatzsteuer*] at the rate prevailing at the time of the Fair.

## 8. Terms and Conditions of Payment

Invoices for the participation fee will be sent to exhibitors at the same time as the Exhibitors' Services Booklet. Any objections relating to the invoice must be submitted to the Organizer in writing immediately upon receipt of the invoice. Objections submitted at a later date cannot be taken into consideration. All invoices issued by the Organizer are to be paid in full by the payment deadline stated in the invoice. Invoices for additional technical and stand construction services will be issued during the course of the Fair and are to be paid in full at the latest on the final day of the Fair. The Organizer can, as it deems fit, depart from this condition in individual cases and issue invoices for additional services after the last day of the Fair.

The Organizer will issue a written reminder in cases where payment deadlines have not been met, extending the payment deadline by seven days. Where the Exhibitor has failed to meet this extended deadline, the Organizer is entitled

- to charge the base interest rate plus five percentage points as default interest for losses incurred,
- to terminate in writing the contractual agreement without notice and with immediate effect in order to re-allocate the entire stand space originally allocated to the defaulter.

Where the Exhibitor fails to fulfil her/her contractual obligations, the Organizer is entitled to distraint the property of the Exhibitor present at the stand. Where adequate security has not been provided, BGB § 560 (2) shall not apply. In cases where payment has not been made in full by the payment deadline set, the Organizer is entitled to offer the distrainted property for sale after giving written notice of its intention to do so. The Organizer has no liability for damage or loss of the distrainted property, except in cases of wilful criminal intent or gross negligence.

## **9. Eligibility to Participate**

The Advisory Committee takes decisions as to the admission of exhibitors according to the provisions outlined below. It takes these decisions without regard to the Organizer's right to give notice on, or terminate, contracts in line with the provisions of Section 10 of these Conditions of Participation (Withdrawal and Non-Participation).

The Organizer can, in the interests of ensuring a high level of quality and the Fair's attractiveness to visitors, limit the number of exhibitors. The Advisory Committee can also limit the number of exhibitors when it deems that this will serve one of the objectives of the Fair, namely to present a high-quality overview of the strengths of the fine art and antiques trade.

In the event that more applications are received than can be accommodated, the Advisory Committee will give priority to applicants meeting the following criteria:

1. Art dealers, gallerists, fine art publishers and antiquarian booksellers who enjoy a high professional standing in the fine art trade by virtue of the quality of their range of goods, or whose range of goods fills a gap in the Fair's overall range of goods.
2. Applicants can be refused admission where the applicant is offering, in the main, goods from a field that is already over-represented at the Fair and where applicants in the same field merit priority.

The Organizer can, with the agreement of the Advisory Committee, reject an applicant irrespective of the criteria mentioned above where there are 'important reasons' for refusing admission of the applicant. 'Important reasons' for the rejection of an applicant are where

1. he/she clearly does not possess the required professional expertise in his/her field,
2. at a previous edition of the Fair, he/she has
  - a) exhibited goods that did not meet the standards required for the Fair.
  - b) ignored decisions of the Vetting Committee and/or the Advisory Committee.
  - c) introduced new goods after setting-up and failed to come forward to register these goods for later vetting.
  - d) given grounds for repeated objections on the part of the Vetting Committee.
  - e) grossly violated the character of the Fair in the design of his/her stand.

## **10. Withdrawal and Non-Participation**

An applicant is entitled to withdraw his/her application prior to the issuance of the participation invoice, which constitutes formal acceptance by the Organizer of the application to participate, only on payment of a fee to the Organizer in the sum of €750 (plus German Valued Added Tax at the rate prevailing at the time of the Fair).

Following the issuance of the participation invoice, constituting formal acceptance by the Organizer of the application to participate, an exhibitor cannot apply for a reduction in stand space. The Exhibitor is required to pay in full the participation fee and any services provided by the Organizer, as the case may be, without regard to whether he/she has actually exhibited at the Fair. Insofar as the Exhibitor has already made payments to the Organizer, these will not be repaid by the Organizer and are in principle non-refundable. Settlement of the full balance is due in all cases without regard to whether the Exhibitor has actually exhibited at the Fair.

Where the Organizer orders an exchange of unoccupied stand space to ensure visual coherence of the Fair and this exchange involves the Exhibitor, he/she is not released from his/her payment obligations.

Where the Exhibitor does not occupy the stand space allocated to him/her for whatever reason, the Organizer is empowered to re-allocate this stand space. Re-allocation of a stand following non-appearance or cancellation by the Exhibitor does not relieve the Exhibitor from his/her obligation to pay the participation fee and any service charges incurred.

Where the Exhibitor does not occupy the stand space allocated to him/her for whatever reason, he/she can request a reduction of his/her payment obligations only when he/she can provide the Organizer with an appropriate substitute exhibitor who accepts the contractual conditions, the Conditions of Participation, the Vetting Conditions and payment obligations in their entirety. This substitute exhibitor must be accepted as such by the Vetting Committee in accordance with the Vetting Conditions. The Organizer is, however, entitled to reject the substitute exhibitor as it deems fit, with the result that the payment obligations of the original exhibitor remain in effect.

The Organizer can, if requested, offer reductions of up to 25 per cent of the participation invoice and charges for services insofar as no significant costs have been incurred by the Organizer with regard to the Exhibitor's allocated stand space.

The Organizer is entitled to terminate the contractual agreement with immediate effect in cases where an admissible bankruptcy petition has been filed against the Exhibitor's assets. In such cases, the Exhibitor is obliged to inform the Organizer immediately.

### **11. Exhibition Goods, Conditions of Sale**

Goods and services not listed in the application document may not be exhibited. Goods not listed in the application document can be removed by the Organizer at the expense of the Exhibitor. Exhibitors may only sell, take orders or market goods and services listed in the application document.

Exhibition and sale of goods are only permitted within the frame of the Technical Guidelines of Messe Düsseldorf GmbH (*Technische Richtlinien*). These are attached to the Conditions of Participation. The Organizer reserves the right, these provisions notwithstanding, to prohibit the sale and exhibition of exhibits as it deems fit.

### **12. Exhibitor Passes**

Exhibitor passes are for the sole use of exhibitors, their staff and their support staff. Misuse will result in withdrawal of the passes.

### **13. Insurance**

Exhibitors are obliged to take out their own insurance to cover damage liability. Where there is doubt as to the extent of the Exhibitor's coverage or where the Exhibitor has no relevant coverage, he/she can request and obtain full insurance coverage via the Organizer. Where the relevant coverage is absent, the Organizer cannot be held liable for any damage caused by the Exhibitor, irrespective of whether the damage has been caused by negligence, gross negligence or culpability.

### **14. Stand Management**

During regular opening hours stands are to be adequately staffed and accessible to visitors. Exhibitors and their staff are not permitted to enter the stands of other exhibitors outside regular opening hours without the permission of the stand holder.

### **15. Stand Build and Design**

In order to ensure the overall visual coherence of the Fair, the Organizer will set out mandatory regulations for stand build and design. These regulations are set out for exhibitors in the Technical Guidelines document. The document constitutes part of the contractual agreement, both for exhibitors and stand construction staff.

The Technical Guidelines document is issued to exhibitors in the form of the current version of the Technical Guidelines (*Technische Richtlinien*) of Messe Düsseldorf GmbH (the Fair venue). Messe Düsseldorf GmbH reserves the right to make changes and additions. These will be incorporated by the Organizer into the Technical Guidelines document and will be mandatory.

## **16. Technical Services**

General heating and lighting in the exhibition halls are provided by Messe Düsseldorf GmbH.

Only the Organizer, or companies hired by the Organizer for the purpose, may carry out additional stand installation work. The Organizer is entitled, but not obliged, to inspect all installations and fittings.

Installation work carried out by the Exhibitor is the Exhibitor's responsibility and he/she is responsible for any damage caused.

Unauthorized connections, technical equipment and appliances that do not comply with standard regulations and whose consumption levels exceed the levels stated in the Exhibitor's application can be removed at the Exhibitor's expense.

## **17. Refuse Disposal, Cleaning**

Exhibitors and their subcontractors are responsible for the disposal of their own refuse. The Technical Guidelines document contains advice to exhibitors on refuse disposal arrangements at the Fair.

The Organizer is responsible for the cleaning of the trade fair grounds, the exhibition halls and the aisles. Stand cleaning is the responsibility of the Exhibitor and must be carried out on a daily basis before the gates open. Where the Exhibitor does not employ his/her own staff for cleaning purposes, only cleaning companies authorized by the Organizer are to be used.

## **18. Security**

The Organizer is responsible for security in the exhibition halls and the trade fair grounds during the Fair. Security is also provided during setting-up and dismantling. It begins on the first day of setting-up and ends on the last day of dismantling. The Organizer is entitled to implement any necessary steps to ensure adequate security.

Security services provided by the Organizer do not extend to cover possible criminal behaviour such as theft, fraud etc. within the confines of Hall 8a.

Exhibitors are responsible for providing security for their own property. Additional security personnel employed for the Fair may only be hired from the security company authorized by the Organizer.

## **19. Organizer's Rights**

Messe Düsseldorf GmbH shall exercise *Hausrecht* [domiciliary rights] throughout the Trade Fair Centre over the whole period of setting-up, the Fair itself and dismantling. The Organizer has authority to issue directives. Photography is not permitted. The Organizer is entitled to take photographs, make drawings or make films of the exhibition, the stands and the exhibits and to use these for publicity, PR or press purposes. Exhibitors are not entitled to raise objections to the Organizer's activities, as described in the previous sentence, for any reasons whatsoever. This also applies to photographs taken by members of the press with the authorization of the Organizer.

## **20. Liability**

The Organizer is entitled, where there are compelling grounds for which it is not responsible, to postpone, shorten, lengthen, temporarily close in whole or in part, or cancel, the Fair.

In all such exceptional cases, as in all cases of force majeure, exhibitors have no right of withdrawal or right to reduction of the participation fee or right to compensation. Insofar as the Organizer achieves cost savings as a result of the cancellation of the Fair for any of the above-mentioned reasons, it can, as it deems fit, depart from the contractual agreement and grant a refund to the Exhibitor at a level it deems fit.

Where the Fair is cancelled for the above-mentioned reasons, and no partial settlement of the Exhibitor's participation fee has been arranged, the Organizer is entitled to charge the Exhibitor up to 25 per cent of the participation fee to cover general costs. Higher amounts can only be charged on an individual basis where the Exhibitor has ordered non-gratis additional services from the Organizer.

In the event that the Organizer is compelled to cancel the Fair, it has no liability for compensation to the Exhibitor unless wilful intent on the part of the Organizer can be proved. A refund of the participation fee by the Organizer to the Exhibitor will only be made after deduction of the Organizer's costs. In cases where the figures are disputed, the Organizer is obliged to provide the Exhibitor with documentary evidence of these costs.

## **21. Final Clauses**

All agreements, special arrangements and other authorizations are to be set out in writing and confirmed by the Organizer in writing. Where admission correspondence contains a reference to the fact that it has been electronically generated by the Organizer, no other form of communication will be used.

Place of performance and place of jurisdiction for any legal proceedings shall be the court of jurisdiction of the Organizer's registered place of business. Where an English-language version of the Conditions of Participation and the Vetting Conditions is available, German law and the German-language versions shall apply exclusively.