



[www.viennacoffeefestival.cc](http://www.viennacoffeefestival.cc)

# TERMS AND CONDITIONS

As of Juli 2018

## 01 REGISTRATION

The registration represents a legally binding and irrevocable statement of intent on the part of the exhibitor to participate. Conditional registrations shall be considered invalid. Deletions, additions or amendments to the application form and in the Standard Trading Terms shall be invalid. By submitting an application, the exhibitor acknowledges the Terms and Conditions of the festival in full. The festival terms and conditions shall also apply analogously with regard to ancillary services e.g. additional commissioned work such as the erection and dismantling of the exhibition stand, hiring of equipment, provision of electricity, water or other services and facilities.

## 02 HIRING OF EXHIBITION STANDS

The exhibitor is legally bound to take part in the festival on receipt of the completed registration form (post, fax, e-mail etc.). The rent specified on the registration form shall apply for the duration of the event. Every square metre or part thereof shall be charged in full. All prices are quoted exclusive of VAT and other taxes (stamp duty on legal transactions, advertisement tax etc.)

## 03 ADMISSION AND ALLOCATION OF SITE

The organizers are not obliged to accept a registration application. The organizer has an exclusive right to decide upon the acceptance of an exhibitor's application and the allocation of exhibition space and reserves the right at any time, without giving a reason, not to accept such an application. The organizer alone is responsible for the allocation of space in the interest of the festival. Authorization and acceptance of registration is delivered in writing by the organizer, as is notification of stand allocation, which may be provided with – or subsequent to – acceptance of registration. Domestic and foreign exhibitors whose exhibited goods correspond to the subject of the event may be admitted. Agents and importers can exhibit for the companies they represent. In order for the application for registration can be processed a list of products to be exhibited must be provided on the application form. Goods other than those included in the 'List of Products may not be exhibited. The exhibitor undertakes to exhibit the registered products without restriction throughout the duration of the festival. It is not possible to close the stand or to commence its dismantling before the end of the festival. A failure to adhere to this requirement will result in a duty to compensate the organizers. The acceptance of an application for registration (the admission of the exhibitor to the festival) shall not give rise to a right to admission to other festivals (acceptance of another festival registration application).

In the interests of the event (festival), the organizer shall be entitled to allocate a site different from that in the confirmation of admission and allocation of site (acceptance of the application) and to alter the size of the site, to relocate or close entrances and exits to the festival area and the floors, and to make any other structural alterations. If as a result the stand rent is reduced, the difference shall be credited or repaid to the exhibitor at the organizer's discretion. The organizer shall not entertain any additional claims, in particular claims for damages. If for whatever reason the organizer is unable to provide the originally allocated stand, the exhibitor shall only be entitled to a claim for repayment of the stand rent actually paid.

## **04 WITHDRAWAL OF THE APPLICATION FOR REGISTRATION**

If the exhibitor cancels or withdraws his application, the following cancellation charges shall apply: Up to eight weeks before the start of the festival - 40 % of the stand rent. Less than eight weeks before the start of the festival – 100 % of the stand rent. In both cases all taxes, contributions, fees and extra costs will also have to be paid. The cancellation charge is agreed as flat rate for damages, independent of any attachment of blame or duty to pay, and the exhibitor waives any right to a reduction of the claim for damages, in particular to judicial arbitration, for whatever reasons including those under the heading of the balancing of advantages. The exhibitor accepts that the cancellation fees also have to be paid in the eventuality that the organizer manages to let or sell the festival stand to a third party. The enforcement of damages which exceed the agreed cancellation fee shall remain unaffected.

## **05 INVOICING AND TERMS OF PAYMENT**

With the registration, the exhibitor receives a deposit invoice of 40% of the offer, which have to be paid in full within 10 days without any deductions in order to have the admission (acceptance of the offer) take effect, otherwise the admission expires. Invoices issued after this date shall be payable immediately. Prompt payment of the invoice is a condition for the handing over of the allocated stand. If the invoiced amount has not been received by the organizer by the due date, the latter reserves the right, without giving notice, to dispose of the allocated stand as he/she sees fit. In such a case point 4 of these conditions shall apply analogously. Complaints regarding the invoice shall be submitted within eight days of receipt. After this time the invoice is deemed to be accepted and no further complaints shall not be considered. In the case of payment default, a charge of 12% interest on arrears per annum together with a fee of E 7.27 plus VAT per reminder shall be payable from the due date. The exhibitor shall not be entitled to postpone, refuse or set off payment of due invoices on the grounds of counter claims of whatever kind.

### **05a FEES, CHARGES AND TAXES**

All fees, charges and taxes, in particular VAT and tax on advertising shall be borne by the exhibitor. All prices specified are net prices, except taxes, surcharges and fees.

### **05b MARKETING AND SERVICES FLAT CHARGE, COSTS**

Dependent upon the amount of expo floor space booked, the marketing and services flat charge includes a quota of exhibitor passes and the obligatory entry in the corporate profile of the festival guide and website. Exhibitors are obliged to pay the marketing and services flat charge. If the exhibitor fails to pay the fee on time, he or she shall be legally obliged to compensate the organizers for any expenses accrued due to the sending of reminders and the initiation of debt collection procedures. These omissions shall be recompensed at the highest rates stated in BGBl no. 141/1996 or the clause or passage which replaces it. It shall not be of relevance whether procedures to reimburse costs are initiated against the exhibitor or a third-party business. The above clause does not include the incursion of legal costs for claims and sequestrations of penalties set, or to be set, by the respective court(s).

## **06 CANCELLATION OF SITE ALLOCATION**

The organizer shall be entitled to cancel the allocation of site (admission to the festival, acceptance of the offer) if:

- 1) the exhibitor fails to perform his payment obligations on time, or
- 2) debt restructuring, bankruptcy or liquidation proceedings have in the meantime been commenced or have become pending with respect to the exhibitor, or
- 3) outstanding debts from previous festivals are still unpaid, or
- 4) the exhibits do not or no longer correspond to the subject of the festival.

In such cases, Clause 4 shall apply analogously. This condition shall have validity for any single one of points 1–4.

## **07** FORCE MAJEURE / ACTS OF GOD

If the event cannot be held as a result of force majeure, strikes, political events or other important reasons, the exhibitor shall not be entitled to make any claims for damages of whatever kind against the organizer. It is the organizers duty to inform the exhibitors without delay that the festival will not take place.

## **08** SALES REGULATION

At the festival open to the public, the exhibitor shall be entitled to sell directly and to supply the goods to the purchaser immediately, subject to the relevant legal provisions. The exhibitor agrees not to advertise or sell goods in a loud and vociferous manner. Failure to comply with the trading regulations, shall entitle the organizer to demand at short notice a suspension of direct sales and supplies, and to closure of the stand.

## **09** ERECTION, DISMANTLING AND DESIGN OF STANDS

The exhibition sites are supplied with wooden pallet booth walls (Cat. A) or without wooden pallet booth walls (Cat. B) including spotlights (2x), basic electricity connection (3x) and high-volt electricity connection without furnishings. Due to the premises in the Ottakringer brewery, the stand structures are largely predefined, in particular the height of 240 cm. By means of renderings, each exhibitor is provided with the possibilities of the appearance. Individual stand structures shall only be permitted after submission of plans and with the written consent of the organizer. Relevant construction plans shall be submitted to the project management at the latest two months before the start of the festival. If Exhibitor will not have a stand constructed on the allocated exhibition space, Exhibitor must erect booth walls towards all sides that are not neighbouring the alley. The exhibitor shall comply exactly with the erection and dismantling times set out in the acceptance of registration. Erection work shall be finished by 20.00 on the last construction day. Exceeding the erection/dismantling time is not permitted.

## **10** TECHNICAL STAND EQUIPMENT/FACILITIES

Electricity, water and other technical connections about the standards of the cost sheet are available for payment of connection and use charges, if allowed by the organizer. All electrical appliances, facilities and installations must conform to the currently applicable ÖVE and to local and event regulations and conditions. The installation shall be carried out by a duly licensed firm of electrical contractors. The final connection and testing shall be carried out by the licensed festival electrician.

### **10a** EXHIBITING OF MACHINES

Exhibited machines must bear a CE test mark and correspond with the machine safety regulation – MSV (306). Machines, safety components or parts thereof that do not correspond with the MSV, must visibly bear a sign clearly indicating this fact.

## **11 LIABILITY AND CLAIMS FOR DAMAGES**

The organizer accepts no liability whatsoever for loss or damage to exhibition goods or stand equipment brought or left behind by the exhibitor. The organizer is not obliged to enter into any insurance agreements of any kind. The organizer shall accept no liability for vehicles parked at the festival venue by the exhibitors, their employees or agents. For their part, the exhibitors shall be liable for any damage to persons or property caused by themselves, their employees or agents, or by their exhibition goods or equipment. The organizer shall be held to be non-actionable for damages. During erection and dismantling time, every exhibitor shall be obliged to exercise an increased degree of vigilance towards the security of his goods. Valuable and easily movable exhibition goods shall be removed from the stand outside of the hours of opening (particularly overnight) and stored at the exhibitor's own risk. The organizer shall not accept particular deliveries addressed to the exhibitor and shall not be liable for any losses or for incorrect or delayed delivery. It is forbidden to spend the night in the halls or the open spaces.

Staying overnight in the halls or the open areas of the fair complex is not permitted. The organizer shall accept no liability for damage to property, health or other damage of whatever kind incurred by the exhibitor himself, his employees or any third person for whatever reason in connection with the preparation, holding or handling of an exhibition. The organizer shall not be liable for lost profit. This exclusion of liability shall not apply to damage caused deliberately or recklessly by the organizers or their employees with power of representation. The injured party shall be responsible for proving that the above condition has been met.

Any claims by the exhibitor shall be notified immediately in writing to the organizer, failing which they shall be deemed to have been forfeited. No liability shall be accepted for incorrect advertisements or entries in the official online - exhibitor index (website) and/or printed exhibitor index (Festival guide) or any other printed festival materials or online entries (e.g. printing errors, spelling mistakes, formal errors, incorrect classification, omission, etc.).

### **11a FAIR INSURANCE**

No insurance is included in the stand rent for the stand itself, for any items brought into the stand or any other associated pieces of equipment. The separate specific written terms and conditions of any such insurance taken out with the organizer or an Insurance Company shall apply.

## **12 ADVERTISING MATERIAL PROVIDED BY THE ORGANIZERS**

At the request of the exhibitor, the organizer shall provide advertising material under the conditions and terms (prices) specified. This shall enable the exhibitor to inform his customers of his participation at the event and to issue invitations to the fair (posters, flyer, adhesive labels).

## **13 EXHIBITOR ADVERTISING AT THE FAIR SITE**

Banners, company signs, advertising signs and other advertising material shall not be mounted or distributed outside the stand, shall not protrude into the passageways and shall not exceed a height of 250 cm. The mounting of advertising panels, posters or other advertising material or the distribution of advertising material outside the stand, in particular on the festival area, shall only be permitted after special agreement with the organizer and at an additional specific charge.

In the event of acts of unfair competition against other exhibitors, the organizer shall be entitled to close the stand immediately, in which case no reduction of the stand rent or other costs shall be entertained.

## **14 SPECIAL EVENTS – PRESENTATIONS AND DEMONSTRATIONS**

All special events and presentations of any kind at the stands or on the festival site shall require the organizer's written consent. Despite having already granted consent, the organizer shall be entitled to restrict or forbid presentations that cause noise, dirt, dust, exhaust fumes and the like, or impair the ordinary progress of the festival in any other disturbing manner. Acoustic or audio-visual presentations at the festival stand shall be arranged in such a way that the noise level does not exceed 40 dBA as measured at the edge of the stand. If the volume is not brought within the permitted limit, immediately upon order from the organizer, the management reserves the right to take appropriate measures – if necessary through closure of the stand. The exhibiting company in question shall itself be responsible for registrations with the AKM (Austrian performance royalties society).

## **15 FILMING AND PHOTOGRAPHY**

The organizer shall be granted the right to photograph and film within the festival site and to use such material for his own or for general publications. In this regard, the exhibitor waives all rights to object arising under laws relating to the legal protection of commercial property, in particular copyright law and the right of complaint to the Office of Fair Trading (UWG). The central regulation which is to be observed for the image recording and publication of personal images is § 78 Copyright Law (UrhG). A publication or dissemination of the recorded images in public is only allowed, however, if unauthorized interests of the person or the festival depicted are thereby infringed.

## **16 CLEANING**

The organizer shall be responsible for the cleaning of the site and the passageways in the floors. The exhibitor shall be responsible for cleaning the stand. Hazardous and problematic waste must be removed by the exhibitor himself.

## **17 TRANSPORT AND PARKING**

Driving on the festival grounds in the Ottakringer brewery with motor vehicles of whatever kind is generally only permitted with registration and approval of the organizer. In the case of special transports, the organizer's written consent shall be obtained in good time. At the end of erection time, all vehicles shall without exception be removed from the grounds of the Ottakringer brewery. Any failure to comply with the above shall be treated as trespass, and the Ottakringer Brewery shall be at liberty to have unlawfully parked vehicles removed at the vehicle owner's expense.

## **18 INFRINGEMENT OF THE FESTIVAL CONDITIONS, INFRINGEMENT OF THE LAW**

The festival conditions and the relevant legal regulations shall be strictly complied with. The same shall apply to all fire prevention regulations and regulations imposed by the public authorities responsible for events. The infringement of and/or failure to comply with these festival conditions, the contractual agreements and the infringement of legal regulations, shall entitle the organizer to close and clear the allocated festival booth at the exhibitor's expense without judicial process. Instructions and orders issued by the organizer or his agents shall be complied with by the exhibitor, his staff and agents without exception. This applies in particular to the parking spaces assigned to the grounds of the Ottakringer Brewery.

## **19 DATA PROTECTION**

The processing of personal data by the organizer takes place in accordance with the applicable data protection rules and regulations. For details on the processing of your data, in particular for the specific processing purposes and legal basis, please refer to the data privacy policy for exhibitors, which are available at [www.viennacoffeefestival.cc/datenschutz](http://www.viennacoffeefestival.cc/datenschutz). If the exhibitor notifies the organizer of personal data of third parties (in particular data of representatives, contact persons, agents or other employees of his company) within the scope of the registration or in the course of the contract, he is obliged to inform the persons concerned without any delay and to provide them with the data privacy policy of the organizer. The exhibitor is liable for any disadvantages incurred by the organizer in breach of this obligation.

### **19a CONSENT TO DATA PROCESSING AND TO RECEIVE EMAIL NEWSLETTERS AND SURVEYS ACCORDING TO SECTION 107 TKG (TELECOMMUNICATIONS LAW)**

You expressly consent to Gastrowerkstatt GmbH sending you emails from time to time containing information, advertising and surveys on our own offers, events and services, as well as information about other companies' products or services related to the Vienna Coffee Festival or similar events ("email newsletter"), or contacting you by phone to conduct surveys on our own events and services. This consent can be revoked at any time by email to [welcome@viennacoffeefestival.cc](mailto:welcome@viennacoffeefestival.cc)

## **20 WRITTEN AND VERBAL AGREEMENTS, CUSTOMARY PRACTICE**

Amendments, additions and supplements to this agreement shall not be valid unless in writing. Such shall also apply to any waiver of the written form. Spoken agreements shall not be considered valid. The exhibitor shall not derive any rights of whatever kind from previous events or agreements.

## **21 GENERAL PROVISIONS, COURT AND PLACE OF JURISDICTION**

Austrian law shall apply exclusively. The court and place of jurisdiction shall be Vienna for both parties. The invalidity of any individual festival conditions shall not affect the validity of the remaining provisions and shall not lead to the dissolution of this agreement. Following documents are an integral part of these Festival Terms and Conditions: the Registration Form, the Exhibitor Conditions, the Safety Regulations, the Assembly Conditions, and, if applicable, booking forms for seminars and lectures.