

Terms & Conditions of participation at the Centre for Photography & Illustration 2010

The Frankfurt Book Fair exhibits books from all over the world. It showcases the world of books and serves to promote the sale of books, book-related articles as well as rights and licences within the international book trade. The Frankfurt Book Fair is organised and presented by the Ausstellungs- und Messe GmbH des Börsenvereins des Deutschen Buchhandels, Reineckstrasse 3, 60313 Frankfurt am Main, Germany (Organiser).

1. Duration

1.1 The Frankfurt Book Fair 2010 is scheduled to take place from Wednesday, 6 October 2010 to Sunday, 10 October 2010. The official opening event is on 5 October 2010 at 5.00 p.m. Opening hours are from 9.00 a.m. to 6.30 p.m. daily and from 9.00 a.m. to 5.30 p.m. on 10 October 2010. The Fair is open to the general public from 9.00 a.m. to 6.30 p.m. on Saturday and from 9.00 a.m. to 5.30 p.m. on Sunday. During the Fair, exhibitors may enter the exhibition site from 8.00 a.m. and remain in the halls until 7.00 p.m.

1.2 The Organiser may postpone the Fair for good cause, change its duration and opening times, exclude the general public, cancel the Fair entirely or close it earlier than scheduled. Irrespective of all or any such changes, contracts with the exhibitors remain in effect in their entirety and the Organiser's claims to stand rental fees remain valid.

2. Exhibitors

2.1 All German and foreign agencies, illustrator-portfolios and illustrators may exhibit at the Centre. The number of participants is limited. The Organiser reserves the right to decline a request for registration.

2.2 Companies may not exhibit if they are the subject of bankruptcy proceedings before a court of law. If any such proceedings are initiated following registration for the Fair, the Organiser is to be informed without delay.

3. Exhibits

3.1 The Organiser does not impose any form of censorship.

3.2 It is not permitted to exhibit any works which have been banned from production, distribution or import by a court of law in the Federal Republic of Germany, or similarly in a court of law abroad, if this judgement has been declared enforceable in a court of law in the Federal Republic of Germany.

3.3 It is not permitted to promote or advertise any such items that are excluded from the Fair.

3.4 Publications that have been officially indexed as liable to corrupt the young must not be accessible to juveniles.

4. Contract and binding registration

4.1 Registration to participate must be made in writing using the form supplied by the Organiser, »Registration Form for the Centre for Photograph & Illustration 2010«, upon which all requested information must be provided.

4.2 Provisional written registration applications that may be linked to reservation requests are invalid if a formal registration using the Organiser's official form is not submitted.

4.3 Alterations or provisions made by the Exhibitor on the registration form or in connection with the same are null and void and will be disregarded.

4.4 Registration is legally binding for the Exhibitor. A contract with the Organiser comes into effect.

5. Catalogue

Every Exhibitor will be included in the Online-Catalogue (Frankfurt Catalogue) and the »Frankfurt Who's Who«. The Organiser accepts no responsibility for the completeness and correctness of Catalogue entries.

6. Occupation of stands, set-up and dismantling

6.1 The Centre will be set up beginning on Monday, 4 October 2010. Exhibitors who would like to arrange their titles on the exhibit units may do so beginning at 12.00 noon on Tuesday, 5 October 2010.

6.2 Exhibit units which are not occupied by 8.00 p.m. on 5 October 2010 may be reallocated by the Organiser. There is no entitlement to reimbursement of stand rental fees which have already been paid. § 8.3 applies in the event of reallocation of the stand.

6.3 Delivery of packing materials, the packing away of exhibits and the clearing of stands is not permitted prior to the official end of the Fair. Dismantling is not permitted before 5.30 p.m. on 10 October 2010.

6.4 If stands are cleared and vacated prior to the end of the booked time or not cleared by the prescribed deadline, the Organiser will impose a breach of contract penalty (penalty compensation not subject to VAT). The Organiser accepts no responsibility for stand furniture and fittings that have been left on the stand.

7. Rental fees

7.1 The rental fee includes all services described in the registration 2010. Rental fees are shown on the »Registration Form« and are part of these Terms & Conditions.

7.2 The stand rental fee remains payable if the Exhibitor is prevented for whatever reason from attending or sending exhibits to the Fair.

8. Terms of payment

8.1 Invoices for rental fees and other service charges are payable upon receipt in net terms only to one of the following of the Organiser's accounts:

Postbank Frankfurt am Main

Account No.: 1021-601 (Sort Code: 500 100 60) or

Dresdner Bank AG, Frankfurt am Main

Account No.: 90 189 100 (Sort Code: 500 800 00)

Objections will only be considered, if raised within three weeks of the date of invoice.

8.2 If payment of the invoice on account or the final invoice is not received within the period stipulated, the Exhibitor forfeits the right to participate in the Fair.

8.3 In this case, the Organiser may reallocate the rented stand or space without a further reminder of payment.

9. Sales

In general, books may be sold to the book trade at the Fair. At events (forums) and on the last day of the Fair, books may be sold to the general public in compliance with fixed price regulations. At the Frankfurt Antiquarian Fair, antiquarian books that are not subject to fixed price regulations, may be sold at any time during the Fair.

10. Exhibitor passes

10.1 A special pass is required for access to the site of the Book Fair

10.2 The Exhibitor is issued special set-up and dismantling passes, as well as exhibitor passes, for use by the Exhibitor's employees engaged in the set-up and dismantling of stand fittings, that are to be attached in a visible position to the outer clothing of all persons at all times when on the trade fair centre site. Exhibitor passes are also valid during set-up and dismantling.

10.3 Set-up, dismantling and exhibitor passes are issued free-of-charge for every stand on the basis of stand size.

10.4 A special charge will be levied for set-up, dismantling and exhibitor passes that are required in excess of this number. Additional passes can be ordered using a separate order form.

10.5 Prior to entering the exhibition site, the name of the pass-holder and the company name or the Exhibitor's official stamp must be entered on all passes. These passes are not transferable. Improperly used passes will be withdrawn with no legal right of appeal.

11. Insurance coverage

The individual Exhibitor bears sole responsibility for insuring his own as well as hired stand furnishings and his exhibits against burglary, theft, fire and water damage, and against damage incurred in transit to and from the Fair. There is no collective insurance policy.

12. Conduct at the Fair

12.1 Every Exhibitor shares in the responsibility for the success of the Fair and should refrain from committing actions that cause unacceptable disturbance or hindrance to other exhibitors.

12.2 It is the duty of every Exhibitor to cooperate in the prevention of theft and to ensure that incidences of theft are prosecuted. Irrespective of such action, the Organiser will initiate criminal proceedings in such cases.

13. Advertising & promotion

13.1 The inside surfaces of the Exhibitor's stand may be used for promotion purposes, but only in relation to the exhibits placed on display (leaflets | flyers).

13.2 Outside the Exhibitor's own stand area, it is not permitted to engage in promotional activities either on or in front of the trade fair centre site. This includes the use of persons for publicity purposes, as well as the distribution or posting up of advertising material such as leaflets, posters, stickers, etc., in hall gangways, on the trade fair centre site, in the immediate vicinity of the trade fair centre site or at car parks used for the Fair. It is also not permitted to carry out surveys, tests, competitions, raffles and prize games outside the Exhibitor's stand; the Organiser's own survey questionnaires are exempt from this rule. The Organiser may authorise a limited number of the above mentioned promotional activities, if a corresponding application is submitted. Approval of the activities is subject to a fee.

13.3 It is not permitted to hold receptions, lectures, press conferences, discussion events, etc. on the exhibition site without the written authorisation of the Organiser.

14. Non-compliance with these »Terms & Conditions«

14.1 The Organiser is entitled to exclude the Exhibitor from the Fair in the event of failure to comply with the stipulations of these »Terms & Conditions« and of continued breach of contract despite warnings, or if contractual breaches, which incurred warnings at previous Fairs, are repeated. In particularly serious cases, this may also include exclusion from future Fairs. This shall also apply if items are exhibited that are subject to court bans or if the Exhibitor or his employees have committed or encouraged punishable offences (such as theft or deliberate infringements of copyright).

14.2 Instead of ordering exclusion, the Organiser may alternatively impose a penalty amounting to 50 Percent of the stand rental fee. Participation in future Fairs may be made contingent upon payment of any such penalty.

15. Claims by Exhibitors

15.1 Any and all claims made by the Exhibitor on the basis of the contract as well as of a non-contractual nature must be submitted to the Organiser in writing at the latest ten days after the close of the Fair. Irrespective of this, all claims are in lapse if not brought before a court of law prior to the end of the respective calendar year.

15.2 Since freedom of speech is enshrined in the Constitution of the Federal Republic of Germany, certain disturbances of the Fair's activities are possible and unavoidable for limited periods. The Organiser cannot be held responsible for any damages suffered by Exhibitors as a result.

16. Place of contractual fulfilment, court and law of jurisdiction

The place of contractual fulfilment and exclusive court of jurisdiction for all disputes arising between Exhibitors and the Organiser is Frankfurt am Main. For interpretation of the contract, the German text takes precedence and, in cases of dispute, the laws of the Federal Republic of Germany shall apply.