

Terms of Exhibition for the WeihnachtsQuartier 2017 at the MuseumsQuartier Vienna

§ 1 Application

The application for a stand is to be made on the application form provided by the Organiser.
The application signed by the Exhibitor shall be binding.

§ 2 Acknowledgement

Through its application, the Exhibitor acknowledges the Terms of Exhibition as binding for itself and all staff employed by it at the WeihnachtsQuartier.

The acceptance of an exhibitor for the WeihnachtsQuartier (hereinafter referred to as "the sales exhibition") does not replace authorisation in accordance with the Commercial Code to exhibit and sell the registered products. Each exhibitor is responsible for compliance by it and its employees with the Commercial Code and the observance of labour law and other legal regulations and conditions for its exhibition activity, in particular the name of the company, labelling and accident prevention.

§ 3 Approval

The Organiser (MTS Wien GmbH) shall have sole authority for approving exhibitors and the objects exhibited for sale. It shall be entitled to reject applications without giving reasons. The contractual relationship between the Organiser and the Exhibitor shall be established on receipt of approval confirmation.

Approval may be revoked if the underlying conditions are no longer met. The Exhibitor may only exhibit products developed by it and not mass-produced. This condition will be verified by the Organiser as part of the approval process.

The exhibiting of products not confirmed in the approval shall be subject to the Organiser's written authorisation. The Organiser shall be entitled to notify the Exhibitor of desired modifications to products and decorations to be taken into account by the Exhibitor.

§ 4 Modifications, acts of God, cancellation

The Organiser shall be entitled to cancel the sales exhibition before it starts in the event that unforeseen circumstances beyond its control make it impossible to hold the sales exhibition as planned.

No claims for compensation or loss of earnings may be asserted in the event that the sales exhibition does not take place or does not open on time on account of acts of God.

The Exhibitor may not assert claims or demands for compensation from the Organiser in the event of interrupted operation of any kind (e.g. due to a power cut).

The sales exhibition may be cancelled by the Organiser in the event that an insufficient number of stands is allocated.

§ 5 Stand site allocation

The Organiser will allocate stand sites as available, regardless of the date on which the application is received. Special wishes will be taken into account as far as possible but applicants shall have no special entitlement to consideration of or compliances with wishes. The Exhibitor will be notified in writing of the stand site allocation.

The Organiser may be forced for technical reasons to change the position of entrances, exits and passages. It shall provide written notification as soon as possible of changes in the placement, nature or size of the stand, to be acknowledged by the Exhibitor. A minimal reduction in the stand size required for technical reasons may not exceed 10 cm in length or depth and shall not entitle the Exhibitor to a reduction in the stand rental.

§ 6 Rent and costs

The binding stand rentals are indicated in the application form and written approval.

The Organiser will provide the Exhibitor with the following free of charge (including erection and dismantling):

- Table (dimensions as per application) if ordered
- Tablecloth (natural coloured “Molino”), if a table has been ordered
- Chair, if ordered
- Basic lighting
- Standard electrical supply

The Exhibitor shall not be entitled to complain about the equipment provided or to request further items.

§ 7 Terms of payment

The rental shall be due for payment without deduction immediately on receipt of the invoice. Transaction costs incurred through bank transfers, in particular transfers from abroad, shall be paid in their entirety by the recipient of the invoice (Exhibitor) and will be charged subsequently if necessary. After issuance without response of a written reminder, the Organiser shall be entitled to dispose at its own discretion of stands that have not been paid for in full and may refuse in such instances to hand over the stand. In the event of late payment, the Organiser reserves the right to charge interest on arrears of 8 per cent above the current discount rate of the Austrian National Bank and/or a reminder fee of EUR 20.00 (excluding 20 per cent VAT) per reminder.

In the event of damage to walls, floors, etc., as a result of unauthorised installations (posters, shelves, adhesive tape, etc.) by the Exhibitor, a penalty of EUR 300.00 (including 20 per cent VAT) per stand will be imposed, where applicable, for the required repair. In this case, the Organiser reserves the right to charge the Exhibitor, in addition to the penalty, for the actual cost of the repair on presentation of corresponding invoices. The penalty will be offset against this amount.

§ 8 Withdrawal

Withdrawal must be notified in writing and shall be legally binding only on receipt by the Organiser, who shall confirm receipt of the withdrawal notice in writing.

Cancellation until 24 July 2017: free of charge

Cancellation from 25 July to 16 October: 50 per cent of the gross amount

Cancellation from 17 October: 100 per cent of the gross amount

If the stand is not occupied in spite of valid application/approval, the full stand rental shall be due.

If a site is reallocated following withdrawal, neither the withdrawing exhibitor nor the replacement exhibitor shall be entitled to a reduction in the stand rental.

In the event that the stand is cleared early, regardless of the reason, a penalty of EUR 300.00 (including 20 per cent VAT) will be charged. The Organiser reserves the right in this case to invoice this amount (see § 11 Stand occupancy).

§ 9 Transfer to third parties

The Exhibitor shall not be entitled to transfer, exchange or sublet the allocated stand in whole or in part to third parties. In such an eventuality, the Organiser shall be entitled to have the stand cleared immediately with no refund of the stand rental and to ban the Exhibitor from taking further part in the sales exhibition. If the stand rental has not yet been paid, it shall be due in full with application of the provisions of § 7 regarding late payment and § 11 regarding the penalty. The term “third parties” does not include employees or other persons contracted by or working for the Exhibitor.

§ 10 Erection, stand design, dismantling

The stand must be completely erected before the start of the sales exhibition. The erection timetable is indicated in the current application form.

The Exhibitor must notify the Organiser by 10 am at the latest on the erection day of the (approximate) completion of the stand installation so that it can be approved by the Organiser.

Equipment brought by the Exhibitor (shelves, clothes stands, etc.) that is not notified with the application and has not therefore been approved may not be used. The approved stand length and prescribed maximum height may not be exceeded. The Exhibitor shall be responsible for allowing sufficient space for passage within its own stand area.

The Organiser reserves the right to check the stand limits and to charge an additional amount retrospectively in the event that the prescribed stand size is exceeded. The stand placement may not be changed. Posters, goods, shelves, etc., may not be placed on or attached to the walls, doors or floors.

No boxes, packaging, etc., may be stored or deposited in sight of visitors. Exhibitors are therefore requested to cover their tables with suitable floor-length cloths. A limited number of standard table coverings are available from the Organiser on request.

The basic lighting will be provided free of charge by the Organiser. Additional lighting must be notified with the application, and the necessary lamps, extension cables, distributors and adhesive tapes (which may not leave any marks) provided by the Exhibitor itself. The Exhibitor shall be liable for any damage caused by the use of defective, unsuitable or outdated equipment.

The stand may not be cleared in whole or in part before the end of the sales exhibition. Dismantling must take place within the scheduled timetable (see current application form). The Exhibitor must remove or dispose of waste in the waste containers provided at the latest during the dismantling.

The Organiser may provide entrance authorisation for specific times for the delivery and removal of goods/objects and equipment, although there is no legal entitlement to access to the MuseumsQuartier Vienna site. The Organiser is bound by the regulations of MuseumsQuartier Errichtungs- und BetriebsgesmbH. These regulations are to be followed without exception.

§ 11 Stand occupancy

The Exhibitor must be at the stand 30 minutes before the opening of the sales exhibition, as the halls are cleaned every day from this time, and the Organiser accepts no liability for the goods/objects and equipment. The stand must be staffed and display the approved goods throughout the entire duration of the sales exhibition. If the stand is cleared by the Exhibitor before this time, regardless of the reason, a penalty of EUR 300.00 (including 20 per cent VAT) will be charged. The Organiser reserves the right in this case to invoice this amount. After the sales exhibition has closed for the day, all exhibitors must leave the halls without delay so that they can be locked.

§ 12 Liability

The halls will be locked outside of opening hours. A security service patrols the site during the night. The Organiser accepts no liability for theft or damage to goods/objects and other equipment belonging to the Exhibitor. Legal and contractual claims to compensation in general against the Organiser shall be excluded where legally admissible (with the exception of wilful damage).

§ 13 Data protection

Through its binding approval, the Exhibitor agrees to the internal processing of the data connected with the sales exhibition, including in particular the transfer of personal (company) data (especially name, company name, label name, postal and e-mail address) to the Organiser's contractual, cooperation and sponsoring partners.

The Exhibitor hereby agrees to the publication of submitted photos by the Organiser free of charge and without restriction for the purpose of publicity and public relations. It also agrees to the publication of photos, film material, etc., of the market, stand and persons in it without any entitlements accruing to it thereby.

§ 14 House regulations

The Organiser has domestic authority at the sales exhibition site and may issue house regulations. The instructions of the Organiser and its employees on site must be followed at all events.

§ 15 Modifications

Modifications to the Terms of Exhibition, etc., shall not be legally binding unless approved in writing by both contracting parties.

§ 16 Place of performance and jurisdiction

Place of performance and jurisdiction shall be Vienna.