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internationale tanzmesse nrw – edition 2024

General Terms and Conditions (GTC) for the rental and running of an exhibition space at the internationale tanzmesse nrw, edition 2024

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General Provisions

1 Scope

The General Terms and Conditions govern the legal relationship between the nrw landesbuero tanz e. V., represented by its manager Heike Lehmke, Im Mediapark 7, 50670 Köln (hereinafter referred to as the Organiser) and the renter in terms of the use of an exhibition space (hereinafter referred to as the Exhibitor) as part of the internationale tanzmesse nrw (event).

2 Contract Conclusion

The booking of an exhibition space has to be made by the Exhibitor on the website of the internationale tanzmesse nrw. The online booking constitutes a binding contractual offer to the Organiser, to which the Exhibitor is bound until the beginning of the event period. The Organiser accepts the offer by confirming it by e-mail. The Organiser is obliged to accept the offer no later than four weeks before the start of the event.

3 Duration and Location of the Event

3.1 Venue

In 2024, the event will be held in premises at Bertha-von-Suttner-Platz 1, 40227 Düsseldorf The Organiser reserves the right to change the venue if this is necessary for holding the event.

3.2 Duration

The event will be held from 28/08/2024 to 31/08/2024. Exhibitors will have the opportunity to access the exhibition halls from 9:00 a.m. on the exhibition days (29 to 31/08/22) to prepare their exhibition spaces.

The event period is from 27/08 to 31/08/2024.

Set-up

Tuesday, 27/08/2024: 10 a.m. – 6 p.m.

Wednesday, 28/08/2024: 10 a.m. – 3 p.m.

Opening hours for the public

Thursday, 29/08/2024: 10 a.m. – 2 p.m.

Friday, 30/08/2024: 10 a.m. – 2 p.m.

Saturday, 31/08/2024: 10 a.m. – 2 p.m.

Dismantling

Saturday, 31/08/2024: 2.30 p.m. – 6 p.m.

4 Services Included in the Rental Fee

4.1 Exhibition Spaces

The exhibition spaces for rent come in different sizes. There are Single Areas or Shared Areas to choose from. Any space is rented for the entire duration of the event. A Single Area is either 10 sqm or 16 sqm in size and is rented out to a single Exhibitor. A Shared Area is an exhibition space that is shared between several Exhibitors.

A Networking Island can be rented for one or more time slots. A time slot corresponds to one morning on exhibition days.

4.2 Exhibitor Badges

The Exhibitor shall receive a varying number of personalised badges for the rented exhibition space, depending on its size and type:

Single Area 16 sqm: 3 badges

Single Area 10 sqm: 2 badges

Shared Area: 1 badge

Networking Island: 1 badge per booked time slot

Additional badges can be booked at the cost of € 155 (plus 7% VAT) per person registered.

4.3 Programme Proposals

The rental fee includes the free submission of a varying number of proposals for the programme of the internationale tanzmesse nrw, depending on the exhibition space booked:

Single Area 16 sqm: 3 proposals

Single Area 10 sqm: 2 proposals

Shared Area: 1 proposal

Networking Island: 1 proposal per booked time slot

Additional programme proposals can be submitted for a fee of € 25 (plus 7% VAT). The deadline for programme proposals is 15/09/2023.

The Organiser has no obligation to stage any programme proposals.

4.4 Exhibitor Directory

All Exhibitors shall be recorded and published by name in the Exhibitor Directory and on the website of the internationale tanzmesse nrw.

Furthermore, the contact details of the Exhibitors (particularly name, e-mail, phone number) will be saved on the website of the internationale tanzmesse nrw for the purpose of mutual networking; they will be made accessible to all participating Exhibitors (internal pool).

5 Rental Fees

Net fees for exhibition spaces:

Single Area 10 sqm	€ 1,800
Single Area 16 sqm	€ 3,600
Shared Area	€ 500
Networking Island (per time slot)	€ 350

Rental fees are subject to VAT at the current rate of 7%. VAT is also due on bookings from abroad and must be paid in any case.

The rental fee includes the costs for electricity, water and heating. For electricity consumption exceeding 3 KW and additional services that can be booked separately (contact: agora@tanzmesse.com), the Exhibitor shall be charged separately.

6 Payment Terms

6.1 Invoice

The Exhibitor shall receive an electronic invoice through their personal online account, which includes VAT. The Exhibitor agrees to receiving the invoice in electronic form.

All amounts shown in the invoice are net prices in euro. Additionally, 7% statutory VAT is applied.

6.2 Due Date

Upon confirmation by the Organiser and dispatch of the corresponding invoice, 50% of the rental fee shall be due immediately. The second instalment is due by 31/03/2024 at the latest.

6.3 Payment Methods

The exhibitor has the option of paying the amount due by PayPal, credit card or instant bank transfer. The payment will be processed by the external payment service provider PayPal or PayOne. The exhibitor agrees that all transactions will be processed in accordance with the terms and conditions of the respective service provider. All payments shall be made in euro. The date of payment shall be relevant for the exchange rate applied for foreign currencies. The Exhibitor shall pay any bank or transfer fees and charges.

6.4 Additional Costs Related to Exhibition

The Exhibitor shall receive invoices for any exhibition-related extra costs, e.g. technical service and other services, from the respective service provider. The invoices are to be paid immediately upon receipt.

7 Hygiene and Safety Concept

Exhibitors are obliged to inform themselves in advance of their participation about the current effective regulations, laws, ordinances and other decrees that are relevant in the context of the implementation of the event and to comply with them. This includes, but is not limited to, public health and safety regulations. In addition, exhibitors are obliged to observe the hygiene and safety measures issued by the organiser for the event. The hygiene and safety concept is based on the legal requirements in force at the time of the event and on the recommendations of the administration.

8 Liability and Insurance

8.1 Organiser's Liability

If damage is caused, the Organiser shall be liable according to the statutory provisions in case of intent and gross negligence, including that of the Organiser's agents. The same applies if negligently caused damage results in injury to life, body or health. In the case of negligently caused property and financial damage, the Organiser and the Organiser's agents shall only be liable in the event of a fundamental breach of contract (cardinal obligation), and only up to the amount of contractually typical foreseeable damage at the time when the contract is concluded.

The Organiser's strict liability for initial defects of the rental object (guarantee liability) is excluded. In that respect, the Organiser shall only be liable in the event of gross negligence or intent.

8.2 Exhibitor's Liability

The Exhibitor shall be liable for himself/herself and his/her representatives according to the statutory provisions.

8.3 Insurance

The Organiser does not take out insurance for any exhibition space or the objects brought in. The Exhibitor is recommended to take out exhibitor insurance.

9 Cancellation and Termination of Contract

9.1 Cancellation

Cancellation is excluded as the contract is made between entrepreneurs in accordance with § 14 BGB.

9.2 Termination of Contract

If the Organiser later changes the location, type, dimension or size of the exhibition space considerably, i.e. by more than 25%, the Exhibitor shall be entitled to withdraw from the contract within one week of receiving the Organiser's notification. In this case, the Organiser shall be obliged to reimburse the Exhibitor for the rental fee already paid. Further claims against the Organiser are excluded. No processing fees will be charged to the Exhibitor. The right to terminate the contract does not apply in case any change of the exhibition space is due to pandemic-related official requirements or recommendations, or the Organiser's safety and hygiene concept.

9.3 Withdrawal by Exhibitor

The Exhibitor can withdraw from the rental contract without giving reasons. In the event of withdrawal, the following costs shall be incurred:

- by 31/12/2023: € 100 handling fee (incl. VAT)
- by 31/03/2024: 50% of the rental fee plus € 100 handling fee (incl. VAT)
- after 31/03/2024: 100% of the rental fee

9.4 Withdrawal/Cancellation by Organiser

The Organiser is entitled to withdraw from/cancel the contract if

- the full rental fee has not been received by the date specified in the invoice (the period must be at least 30 days), nor after the expiry of an extension granted to the Exhibitor
- the Exhibitor violates the hygiene and safety concept
- the Exhibitor no longer fulfils the conditions for being granted admission or the Organiser subsequently becomes aware of reasons that would have justified non-admission if they had been known beforehand. This applies in particular in case of bankruptcy or insolvency proceedings against the Exhibitor, and his or her insolvency.

The Organiser's claims for damages shall remain unaffected by the possibility of withdrawal and termination.

10 Cancellation Due to Pandemic

If the event has to be cancelled because of a pandemic, the statutory regulations shall apply.

Exhibition Spaces

11 Allocation of Exhibition Spaces

The allocation of exhibition spaces shall be made exclusively by the Organiser. There shall be no entitlement to the allocation of an exhibition space in a particular area of the venue.

Any projections, pillars, electrical and other fixtures in the allocated exhibition space shall not entitle the Exhibitor to a reduction of the rental fee or indeed any other costs.

The Exhibitor shall not be entitled to relocate, exchange, share or transfer the exhibition space allocated to him/her, either as a whole or in part, to third parties without the prior consent of the Organiser.

The Organiser reserves the right to rearrange the location of the exhibition spaces until the start of the event if the Organiser deems this necessary for the smooth running of the event. There are no claims against the Organiser derivable from this.

12 Design of Exhibition Spaces

The Exhibitor shall receive a floor plan of his/her exhibition space and further information on the individual design of the exhibition space by e-mail in advance of the event.

Equipment and design of the exhibition space and the corresponding installation according to the Organiser's specifications are the responsibility of the Exhibitor. However, the Exhibitor is required to take into account the overall character and appearance of the exhibition. Set-ups which clearly affect the appearance of the exhibition as a whole require the Organiser's prior approval. They must not in any way interfere with other Exhibitors.

The design must comply with legal regulations and the legal duty to maintain safety. In particular, the design of the allocated exhibition spaces must not pose any danger to visitors, participants or any other third parties.

13 Running the Exhibition Spaces

13.1 Supervision

Exhibition spaces have to be staffed with qualified personnel at all times during the event.

13.2 Security

The Exhibitor shall be responsible for watching over his/her exhibition space and exhibits. Exhibitors are expressly advised that there is an increased risks to their exhibits during installation and dismantling periods. Valuable items that are easy to remove should be safely locked away after opening hours.

13.3 Publicity and Presentation Material

The Exhibitor is only allowed to hand out brochures and other publicity material within his/her own exhibition space. For the audio output of musical performances / presentations of productions, headphones have to be used. Amplification systems and loudspeakers are not permitted. Any events in the exhibition spaces require the Organiser's prior approval.

The Exhibitor shall guarantee to observe the industrial property rights of third parties. Evident failure to do so shall entitle the Organiser to remove the materials concerned and to confiscate them until the end of the event.

14 Technical Installation of the Exhibition Spaces

14.1 Installation

The Exhibitor shall take over the exhibition space as it is and must hand it back in the same condition. The Exhibitor shall bear any extra costs if special cleaning or repairs should be necessary.

Installations on the exhibition spaces may only be carried out by approved specialist companies. The Organiser is to be notified by e-mail as to the identity of any such company ahead of the event.

No changes must be made to the building in which the event takes place. Floors, walls, machinery and pillars, but also interior fittings such as plumbing, electricity and fire-fighting equipment, must not be painted nor wallpapered, as they have to remain accessible at all times. It is not permitted to glue any kind of coverings onto the floor. Mortar joints on walls, ceilings and floors must not be damaged under any circumstances by chiselling, foundation work or similar works. It is not permitted to fasten any bolts or anchors. Any attachments to floors, walls, machinery and ceilings are prohibited without the express permission of the Organiser.

The maximum construction height of 2.5 m and any other technical dimensions specified by the Organiser must be observed. Deviations require approval from the Organiser.

For reasons of fire safety, the exhibition spaces must not be equipped with solid ceilings. The use of grid ceilings is only permitted in consultation with the Organiser.

There are AC power supplies in the building. It is technically impossible to gauge individual electricity consumption. The Exhibitor's electricity consumption (exceeding 3 KW) and the corresponding cost will be calculated roughly on the basis of a list of electricity-consuming equipment drawn up by the Exhibitor. All electrical apparatus and installations must comply with the requirements specified by the VDE (Association for Electrical, Electronic & Information Technologies).

14.2 Dismantling

When dismantling is finished, the Exhibitor shall have removed all material, equipment, exhibits and any other belongings without leaving any traces, thus restoring the exhibition space to its original condition. Any materials left behind in the exhibition space after dismantling shall be disposed of by the Organiser at the expense and risk of the Exhibitor. The Organiser shall accept no liability for damage or loss of exhibition goods.

It is not permitted to start dismantling before the event is closed to the public on its last day.

14.3 Pick-up by Transport Company

In consultation with the Organiser, the Exhibitor may store items in the storage of the exhibition halls for up to two days for pick-up. To do so, the Exhibitor is required to notify the Organiser and transport the items to the designated location himself/herself. Any cost of storage, in particular transportation and storing, shall be borne by the Exhibitor. Liability for damage of any kind to the items taken into custody is excluded, intent and gross negligence excepted. If the items are not picked up within the period set by the Organiser, the items taken into custody shall pass into the ownership of the Organiser. Any transport, storage or disposal costs incurred shall be borne by the exhibitor.

15 Cleaning

The Organiser shall provide for the basic cleaning of the collective exhibition spaces.

During the event, the Exhibitor shall be responsible for keeping the exhibition spaces clean. Any cleaning must be completed before opening hours of the event. If it is not the Exhibitor or his/her staff who does the cleaning, only cleaning companies approved by the Organiser are permitted to do it instead.

After dismantling, the Exhibitor shall hand over the exhibition space swept and dusted in the same condition as it was before the event.

Any soiling or damaging of the walls or floors shall require professional repairs, which shall be carried out at the expense of the Exhibitor.

16 Waste Disposal

Out of environmental considerations, the Exhibitor is urged to produce as little waste as possible. At the event, waste may be disposed of by using the waste bags handed out or container provided by the Organiser. The exhibitor is obliged to separate waste in accordance with the organiser's instructions. The disposal of the waste collected in these bags shall be the responsibility of the Organiser.

The Exhibitor is requested to use environmentally friendly and reusable materials wherever possible. The disposal of the following waste is not included in the rental fee and shall be taken care of by the Exhibitor at his/her own expense: building rubble, bulky waste and waste materials that pollute the environment. Contraventions will be subject to a contractual penalty of € 2,000, charged to the Exhibitor. This contractual penalty shall be paid by the Exhibitor in addition to claims for damages.

17 Cash Deposit

The Exhibitor shall pay a cash deposit of € 100 to the Organiser before setting up. This deposit will be refunded after dismantling and handover of the exhibition space. If the exhibition space is not handed back in the condition stipulated in the contract, the deposit shall be retained, subject to any further claims for damages.

18 Official Permits

The Exhibitor shall be responsible for holding the permits necessary for his/her activities and that of his/her representatives on the exhibition premises. The Exhibitor is furthermore accountable for complying with prevailing trade and health regulations.

The Exhibitor is obliged to comply with legal, official and trade-specific accident prevention and safety regulations during the entire event, including installation and dismantling periods.

19 GEMA Fees

The Exhibitor shall register with GEMA (Society for Musical Performing and Mechanical Reproduction Rights) for the public performance of music protected by copyright and pay any resulting costs.

20 Animals

Animals are not permitted on the exhibition premises.

Other Services

21 Programme Proposals

All artists or companies applying for participation must have a professional management. The Exhibitors shall guarantee that the costs for invited artists to participate in the event as well as the costs for the presentation of the artistic work (travel, accommodation, catering, fees, freight, technical support, registration) will be borne by the Exhibitor or are funded by third parties.

Applications are only considered if they are submitted in full. The application requirements and the documents to be submitted are available on the website of the internationale tanzmesse nrw.

Programme proposals can be submitted until 15 September 2023. After this deadline, there is no entitlement to submit any proposal.

22 Exhibitor Badges

Every staff member of an exhibition space must identify himself/herself with an Exhibitor badge on entering event venues. Legitimate admission is ensured by badges issued by the Organiser. The Exhibitor decides for whom he/she books additional registrations. They are not transferable to other persons.

The badge gives the holder access to the exhibition halls and to the complete programme of the event.

23 Catering

The catering is the sole responsibility of the service providers appointed by the Organiser.

24 Foto-, Video- und Tonaufnahmen Photo, Video and Sound Recordings

The Exhibitor is not permitted to take photos and to make video or audio recordings of any kind anywhere on the exhibition premises at any time. In case of violation against this provision, the Organiser shall be entitled to confiscate the material.

The Organiser shall be entitled to make any kind of audio and video recordings as well as to take photos of the event, the exhibition spaces and the exhibits, using them for PR and archiving purposes to promote the event and future events. The Exhibitor agrees that he/she or service providers or co-exhibitors commissioned by him/her may be recorded on video or audio and that these recordings may be published, broadcast and reproduced for the purposes mentioned above without any temporal or spatial restrictions and without any claim to remuneration.

25 Tickets

Anyone registered can book tickets for the programme. By booking tickets, the ticket holder agrees to the GTC, the hygiene concepts and the house rules of the corresponding venue.

26 House Rules

The Organiser shall determine the house rules on the exhibition premises. The house and ground regulations of the premises at Bertha-von-Suttner-Platz apply, which will be sent to the Exhibitor on request.

Advertising for political and ideological purposes is prohibited.

Final Provisions

27 Data Protection

- 27.1 The Organiser shall process the personal data provided by the Exhibitor such as address, account details, telephone number, photos, video and audio recordings, parts of programme proposals, and e-mail address.
- 27.2 The collection and processing of the Exhibitor's personal data shall be carried out for the purpose of executing the contract. In this respect, the data collection and data processing are based on GDPR Article 6 (1) point b, as well as on Exhibitor's consent (to photos for PR purposes), which is based on GDPR Article 6 (1) point a.
- 27.3 Furthermore, the purposes of data processing result from the respective statutory obligations of each party such as statutory retention periods and accountability to the tax authorities. In this respect, the corresponding data collection and processing are based on GDPR Article 6 (1) point c.
- 27.4 In addition, the purpose of data processing may result from the legitimate interests of one of the parties or third parties if and to the extent that the interests, fundamental rights and freedoms of the respective other party do not prevail. In this respect, the corresponding data collection and processing are based on GDPR Article 6 (1) point f.
- 27.5 Further information (right of access, rectification, revocation, deletion, etc.) can be found in the data protection declaration on the website of the Organiser <https://www.tanzmesse.com/en/data-protection/>.

28 Place of Jurisdiction and Applicable Law

The place of jurisdiction is Cologne, Germany.

Any legal relations between the Organiser and the Exhibitor shall be governed by German law and the version of the General Terms and Conditions in German language, including supplements or restrictions as published on the website of the internationale tanzmesse nrw and/or in the registration form, together with these GTC.

29 Entry into Force

These General Terms and Conditions shall enter into effect on 12/06/2023.

30 Severability Clause

If any provision of these General Terms and Conditions should be invalid, that shall not affect the validity of the remaining terms and conditions.

Cologne, 12/06/2023