

General Terms and Conditions for Exhibitors and Sponsors – 72nd LMHI Congress 2017

1. Title of the Event 72nd LMHI Congress, 14-17 June 2017

2. Venue Kongresshalle Leipzig, Pfaffendorfer Strasse 31, 04105 Leipzig / Germany

3. Organiser / Host / Congress Organisation

Deutscher Zentralverein homöopathischer Ärzte e.V. / DZVhÄ (German Association of Homeopathic Physicians) as a member of the Liga Medicorum Homoeopathica Internationalis (LMHI)

4. Admission of Exhibitors/Sponsors

Admitted as exhibitors and sponsors are: Manufacturers and distributors of homeopathy compatible pharmaceutical and medical products as well as other products that are appropriate for homeopathy or their therapists or homeopathy compatible products or other services.

5. Rent for Exhibition Space (Stand Rent)

Stand rent is 425 EURO/m² (floor space) plus VAT.

The minimum stand space for rent is 3 m².

The stand rent includes:

Rental use of stand space during the time of the exhibition, construction and dismantling times; general lightning and general cleaning of passageways/corridors.

System stand components, furniture, electricity and further equipment can be rented or booked at the exhibitor's/sponsor's own charge.

The settlement of accounts occurs directly between the service provider and the exhibitor/sponsor. Registered exhibitors receive more detailed information on the congress website.

6. Construction, Operation and Return of Exhibition Space / Stands

The DZVhÄ is only responsible for the exhibition space, the exhibitor/sponsor is in charge of stand construction. The exhibitor/sponsor is furthermore obliged to adhere to the assigned floor space and stand partition.

The form „Stand construction application“ of the Leipziger Messe GmbH / Kongresshalle am Zoo Leipzig – available on the congress website in the section „Exhibitors/Sponsors“ – is binding. The erection of an exhibition stand exceeding the floor space of 9 m² (maximum construction height 2,50 m) requires the submission of a construction specification incl. material specification and a full-scale stand drawing. Stand construction applications and necessary attachments, if applicable, have to be submitted to the address indicated in the form „Stand Construction Application“ by 10-04-2017. Stand construction applications are to be made in writing and solely towards the Leipzig Messe GmbH.

The exhibitor/sponsor is obliged to make the stand accessible for visitors during the opening hours of the congress. If the stand is not operated in a proper way the DZVhÄ may remove the stand at the expense of the exhibitor/sponsor and assign the stand space for other use. After the end of the congress the stand space must be returned in a state corresponding to the state at the time of handover. If this is not the case, a contractual penalty amounting to 150.00 € plus VAT becomes due.

The congress hall will be locked at the end of each day. The DZVhÄ does not provide surveillance for the exhibition stand during closing hours. The exhibitor bears sole responsibility for the supervision and surveillance of the stand. This applies also to the time of construction and dismantling before and after the congress.

7. Cleaning

The exhibitor/sponsor is obliged to take care of stand cleaning and waste disposal. Cleaning must be completed each day before commencement of the congress or before opening of the premises for the participants. If the cleaning and waste disposal is not carried out properly, the DZVhÄ may engage a specialised company to do the cleaning and waste disposal without notice and at the exhibitor's expense.

It is possible to hire stand cleaning services provided by Leipziger Messe GmbH. The form „Cleaning of stands“ is available on the congress website in the section „Exhibitors/Sponsors“.

8. Construction and Dismantling Times (*As of August 2016 - Subject to modifications!)

Material Delivery / Construction *: Wednesday 14-06-2017, 07:00– 16:00 h

Exhibition stands whose construction has not started – without prior consultation with the DZVhÄ – by Wednesday, 14-06-2017, 16:00 h, can no longer be included in the exhibition and will be handled as withdrawal from the contract (see no. 11).

Dismantling / Material Removal *: Saturday 17-06-2017, 17:00 – 23:00 h

Early dismantling of the exhibition stand is prohibited for technical safety reasons! In case of a violation, sponsors or exhibitors are required to pay a contract penalty in the amount of one half of the stand rent. After expiration of the dismantling deadline, the exhibition stands or exhibits will be removed at the exhibitor's expense without any liability of the DZVhÄ.

Delivery/removal can only take place during the times indicated. Differing delivery times are to be arranged as a forwarding service e.g. through DHL Trade Fairs & Events GmbH. Please download the appropriate booking form “Freight forwarding service” from our congress website.

9. Price and Scope of Sponsoring Services

The listed prices apply to the respective sponsoring service and to other opportunities for participation. The scope of sponsoring services is subject to the exhibitor and sponsoring information published for the event and to the conditions cited here.

For all other matters, the conditions specified in the sponsoring agreement will apply.

10. Application, Admission and Conclusion of the Contract

A contract to participate as an exhibitor firstly requires the transmission of a fully completed application form. The application must be carried out by using the respective exhibitor application form or by concluding a sponsoring agreement. The application is binding. With the application, the exhibitor/sponsor accepts the conditions of participation as binding for himself and persons commissioned.

The exhibitor/sponsor furthermore declares the acknowledgement and acceptance of:

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- the „Safety regulations and technical guidelines for events“ by the Kongresshalle am Zoo Leipzig,
- the „House regulations“ of the Leipzig Messe GmbH (LM) / Kongresshalle am Zoo Leipzig,
- the leaflet „Logistics delivery“ of the Kongresshalle am Zoo Leipzig, and
- the leaflet “Performance on road ways / parking / leaving of vehicles” of the Kongresshalle am Zoo Leipzig

accessible and downloadable on the congress website in the section „Exhibitor Information“.

The DZVhÄ decides about the admission of exhibitors/sponsor applicants at its sole discretion. The DZVhÄ is entitled not to admit individual exhibitor/sponsor applications, in particular if there is not enough space in the exhibition and sponsoring areas or if the space is fully booked, or if it becomes necessary to limit admission to specific groups of exhibitors/suppliers in order to fulfil the purpose of the event. The DZVhÄ is furthermore entitled to limit the registered exhibits and to change the amount of floor space applied for due to conceptual reasons. The contract will take effect only with receipt of the written confirmation of admission or with conclusion of the sponsoring agreement by the DZVhÄ.

Reservations or conditions added to the application require the written confirmation by the DZVhÄ in order to become effective. If the confirmation of admission deviates from the application, the contract will come into effect according to the content of the confirmation of admission provided that the registered exhibitor does not appeal within 7 working days after receipt of the confirmation of admission. The DZVhÄ will point to the possibility of objections in the confirmation of admission. In the event of objections, the contract will not be concluded between the parties. The payment of the invoice by the registered exhibitor is in any case regarded as approval of the confirmation of admission. Claims for damages because of non-conclusion of the contract are excluded, irrespective of the legal reason. Sub-lease of the stand space requires the explicit approval of the DZVhÄ. The DZVhÄ is entitled to charge an additional stand fee for the floor space of the sub-exhibitor.

11. Withdrawal/Non-Performance

After conclusion of the contract, the sponsor is obliged to pay the full amount of the contractually agreed price for the sponsoring services and the exhibitor the full amount of the stand rent, even if he withdraws from the application or fails to exhibit. The DZVhÄ furthermore reserves the right to claim for damages.

Withdrawal of an exhibitor/sponsor from of a confirmed stand booking is only possible until maximum 30 days before the beginning of the congress, and only if the exhibitor/sponsor offers a comparable replacement that needs approval from the DZVhÄ.

The DZVhÄ is entitled to withdraw from the contract and to reassign the sponsoring service/stand space to a replacement sponsor/exhibitor

- if the sponsoring materials/sponsoring data are not provided or if the exhibition stand has not been recognizably occupied in time according to number 8,
- in case of non-payment of the sponsoring invoice/stand rent by the date specified,
- if the sponsor/exhibitor fails to meet a deadline or period of grace set by the DZVhÄ,
- if the sponsor/exhibitor fails to meet a period of grace set by the DZVhÄ for contractual obligations.

12. Terms of Payment

All fees calculated by the DZVhÄ are payable without any deduction by the payment date specified on the invoice. Notwithstanding his/her continued payment obligation, the exhibitor/sponsor loses the right to return services to the booked sponsoring activities/participation in the exhibition if the invoice amount is not received within the allotted period despite having been granted an extension or grace period by the DZVhÄ.

In the event of delayed settlement of the invoice, interest on arrears totalling 8 percent above the base interest rate will be invoiced.

The sponsor/exhibitor remains obligated to pay the agreed sponsoring amount/rent, even if the DZVhÄ fails to fulfil its contractual services because the sponsor/exhibitor did not comply with the duty of cooperation in due time.

13. Exhibitor and Participant Badges

All exhibitors / sponsors as well as stand personnel and congress participants must wear the issued name badges during the entire time of the congress. There will be different badges for congress participants and stand personnel.

14. Advertising

Advertising of all kinds is solely allowed within the booked sponsoring services or within the stand space rented by the exhibitor, and solely for the own company as well as solely for the products/exhibits manufactured or marketed by the sponsor/exhibitor. Any advertising outside this scope must be approved by the DZVhÄ.

15. Liability and Insurance

The sponsor/exhibitor is liable for any personal injury or damage to property arising from the operation of the exhibition/sponsoring objects and commodities in use. The exhibitors/sponsors are recommended to obtain adequate insurance coverage. The DZVhÄ, the scientific committee and the operating company of the congress venue assume no liability for objects/sponsoring items.

16. Postponement, Relocation, Non-Performance

The DZVhÄ reserves the right to postpone or relocate the event/exhibition, to change the duration or, if the space conditions, administrative orders or other compellable circumstances make it necessary, to reallocate the space placed at disposal of the exhibitor, to change or to reduce the size of it. Such alterations do not allow the exhibitor to claim damages against the DZVhÄ and the scientific committee or to withdraw from the contract.

If the event is prevented from being held, either in full or in part, by unforeseen circumstances over which the DZVhÄ has no control or as the result of force majeure, the DZVhÄ is obliged to refund the rent / price of the sponsoring service, unless the event can be postponed to a later date at comparable conditions.

In the event of a premature termination, the rent/price of the sponsoring service must be repaid proportionally.

The withdrawal from the contract or the claiming of damages on the part of the exhibitor is excluded in such cases.

17. Duties of the Sponsor to Cooperate

The duties of the sponsor to cooperate result from the respective sponsoring agreement.

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18. List of Sponsors/Exhibitors

A list of sponsors/exhibitors can be published on the occasion of the event. The DZVhÄ assumes no liability for unintentionally incomplete or incorrect entries, printing errors, etc.

19. Stand Space/Stand Construction/Safety Regulations

Any posts, pillars, wall projections, etc. within exhibition stands are part of the allocated space. Their respective floor space is included in the calculation of the stand space. All stands constructions must be self-supportive. Fixation of elements to hall walls, pillars and floors is not allowed. The exhibitor is liable for all damages resulting from noncompliance. The DZVhÄ reserves the right to demand modifications of insufficient stand constructions or removal of inappropriate exhibits which turn out to be annoying or endangering for the visitors or neighbouring exhibitors.

Floor coverings of any kind from a height of 4 mm are subject to approval and must be marked clearly with a contrasting colour and secured against stumbling. Floor coverings from a height of more than 2.50 cm must be secured by bevels in a contrasting colour. Fire alarms, hydrants, electrical distributors, control panels and telephone switchboards must remain readily accessible. The use of open fire or light, such as spirit lamps, heating oil, gas, etc., is not allowed. Any kind of material used for stand construction and decoration must be fire-resistant and must be identified as such. During stand construction and dismantling as well as during the event all police and other official and statutory regulations must be respected.

The adhesive bonding of carpets is only permitted with easily removable adhesive materials. If adhesive residues occur, the special cleaning costs are passed on the exhibitor. The adhesion of advertising materials to the walls, pillars or other objects of the event venue is not permitted. The exhibitor is liable for any damages caused by violations.

For all other cases, the "Safety Regulations and Technical Guidelines for Events" of the Kongresshalle am Zoo Leipzig included in this agreement and available on the congress website in the section "Exhibitor Information" apply.

20. Catering

Only Leipziger Messe GmbH or catering contractors bound by contract with Leipziger Messe GmbH shall be entitled to provide catering services. The sponsor/exhibitor is obliged to place orders for food and drinks solely through this licensed caterer as the exclusive service partner. Deliveries by other service providers or the bringing of own drinks and food to provide hospitality for third parties require a prior agreement with the DZVhÄ. In both cases, the service partner is entitled to demand a redemption payment for his assignment of catering rights. The catering costs are to be paid by the sponsor/exhibitor.

On application, the DZVhÄ is entitled to permit the complimentary distribution of samples/tastings manufactured by the exhibitor at his/her stand.

21. Smoking Ban

A strict smoking ban is applied on all construction and dismantling days as well as during the days of the event. The exhibitor/sponsor is liable in cases of violation.

22. Liability of the DZVhÄ

Subject to the provisions below, the DZVhÄ is solely liable – for whatever legal reason – for damages or losses caused by a deliberate or grossly negligent violation of the obligations. In cases of injury to life, body or health, the DZVhÄ is liable also in the case of a slightly negligent breach of obligation.

In the event of a culpable fundamental breach of contractual obligations (obligations whose fulfilment allow the contract to be properly implemented in the first place and the observance of which the contracting party regularly trusts and is entitled to expect), the DZVhÄ is also liable for slight negligence. In such cases, the liability of the DZVhÄ is limited to the foreseeable damages typical to the contract (damages which the DZVhÄ foresaw as possible consequence of an infringement of contract during conclusion of the contract or which the DZVhÄ knew or must have known or ought to have foreseen or which, by applying due care and attention, should have foreseen), to the extent that the DZVhÄ is not liable for injury to life, body or health of a person.

The aforementioned exclusions and limitations of liability apply to the same extent in favour of the organs, employees, agents and assistants.

23. Assertion of Claims

Any claims of the exhibitor / sponsor must be asserted in written form to the DZVhÄ not later than 14 days after the end of the event or 14 days after receiving knowledge of the facts giving rise to the claim. Claims asserted after this deadline cannot be taken into consideration and are not covered.

24. Prohibition of Assignment

The exhibitor/sponsor is not entitled to assign rights under this contract to third parties without the consent of the DZVhÄ.

25. Place of Performance / Court of Jurisdiction

The place of performance and court of jurisdiction for all mutual obligations is Stuttgart.

26. Storage of Data

In accordance with the German Data Protection Law, the exhibitor/sponsor explicitly agrees to the storage, processing or forwarding of personal data by the DZVhÄ to the extent necessary for business purposes only.