

## Conditions of participation in the Passive House Exhibition 2020 in Berlin

### 1. Location of exhibition

Estrel Berlin Hotel & Congress Center, Sonnenallee 225, 12057 Berlin, Germany

### 2. Exhibition Time Table

Sunday, 20<sup>th</sup> September 2020: from 08:30am - 7pm, Networking Party until 10pm.

Monday, 21<sup>st</sup> September 2020: from 09:00am - 6:30pm

### 3. Organiser

Passivhaus Institut GmbH, Rheinstraße 44-46, 64283 Darmstadt, Germany

### 4. Registration

4.1. Registration is possible exclusively [online](#).

4.2. Submission of the registration form does not constitute entitlement for admission to the exhibition.

4.3. By registering, the exhibitor accepts the terms of the agreement as set out in the conditions of participation and the Technical Guidelines of the Estrel Berlin – Hotel & Congress Center and partners. The applicant is liable for any violation of these conditions due to intent or negligence (gross or slight). He or she is liable for ensuring that all workers and assistants employed at the exhibition are aware of these conditions and that these will be adhered to.

### 5. Admission / allocation

5.1. The exhibitor will receive confirmation of the admission in writing. The contract between the organiser and the exhibitor is concluded with this admission.

5.2. All companies, institutions etc. whose products are factually and thematically relevant for the exhibition may be admitted. Participation with joint stands is permitted; however, the organisers must be informed of this in writing by all participants concerned.

5.3. The size and weight of all exhibits must be precisely described in the application.

### 6. Co-exhibitors

6.1. A co-exhibitor is a company that intends to exhibit its products under its own name at the stand rented by the applicant.

6.2. Co-exhibitors must register online independently of the main exhibitor. Admitting a co-exhibitor without the permission of the organisers entitles the organisers to terminate the contract with the exhibitor without notice and to claim compensation.

6.3. If exhibitors intend to rent an exhibition space together, they must appoint a joint exhibition representative who shall be the authorised contact person.

- 6.4. A compulsory fee of €595 plus 19% VAT will be charged for each admitted co-exhibitor. The flat rate includes the following services:
- \* the conference participation for one person on Sunday 20.09.2020 and Monday 21.09.2020 and access to the catering area
  - \* one ticket for the evening event / fair party on Sunday, 20.09.2020,
  - \* the co-exhibitor's company logo on the exhibition website,
  - \* contact details of the co-exhibitor in the exhibitor catalogue
- The main exhibitor shall be liable for any financial and other obligations of the co-exhibitors resulting from the terms of the contract.

## 7. Allocation

If necessary, the organiser reserves the right to change the size, shape and location of the allocated space. The organiser shall inform the exhibitor about the need for such measures without delay; an equivalent alternative will be offered where possible. The exhibitor is entitled to withdraw his/her registration within one week of receipt of this notice regarding the change of location. Claims for compensation are mutually excluded.

## 8. Stand setup

Setup will take place on Saturday 19<sup>th</sup> September 2020 from 8 am onwards. Setup must be completed by 10 pm at the latest; all packaging material must be removed.

## 9. Staffing/Equipping of stands

The exhibition space must be equipped and staffed for the entire duration of the exhibition during the fixed opening hours.

- a. All stands must be self-supporting. The attachment to walls, columns and floors is prohibited. Columns, pillars, wall projections etc. within the exhibition stands are part of the allocated area. The exhibitor is liable for damages in the event of infringement.
- b. The attachment of advertising material, signs, decoration including inside and outside Estrel Berlin - Hotel & Congress Center is prohibited. In case of non-compliance, the restoration costs must be charged to the exhibitor.
- c. The organizer reserves the right to request changes to inadequate stand construction or the removal of unsuitable exhibits that prove to be annoying or harmful to visitors or neighboring exhibitors.
- d. Fire detectors, hydrants, electrical distributors, switchboards and telephone exchangers etc. must remain freely accessible. The use of open fire or light, e.g. alcohol, fuel oil, gas etc. is prohibited.
- e. **All materials used for stand construction and decoration must be proved as flame retardant! The organizer can insist that the exhibitor submits the corresponding certificates regarding flammability (B1 according to DIN 4102) of objects.**
- f. The exhibitor must remove flammable packaging materials and waste immediately.
- g. During the setup and dismantling of the stand, as well as the event itself, attention must be paid to compliance with all police and other official regulations.
- h. Carpeting may only be carried out in such a way that no residues or damages occur on the floor of the exhibition area.
- i. The height of the stands is a maximum of 3,5 metres
- j. Disposal: In general, reusable materials should be used for the construction and operation of the stand. It is not permitted to leave brochure materials or similar in Estrel Berlin - Hotel & Congress Center. Otherwise the disposal will be charged to the exhibitor concerned.

#### **10. Dismantling/Clearing of the exhibition space**

Partial or full dismantling of the stands before the end of the 24<sup>th</sup> International Passive House Conference 2020 in Berlin at 6.30 pm on Monday 21<sup>st</sup> September 2020 is not permitted. The exhibition space must be cleared by 10 pm on Monday 21<sup>st</sup> September 2020. Failure to comply will incur an overall penalty of € 2000 subject to proof of increased costs, which will be charged to the person responsible.

#### **11. Sales regulations**

The sale of goods at the stand (over-the-counter sale) is only permitted for products that have been registered and have been confirmed by the organisers under the relevant provisions. **The organisers have the exclusive right for providing catering.**

#### **12. Insurance and liability**

The insurance of all exhibited items is the responsibility of the exhibitor. The organisers accept no responsibility for the exhibited goods. The exhibitor shall be liable for any damage incurred to the exhibition building, its access roads and facilities by the exhibitor or his/her representatives, without any proof of fault on the part of the organisers. The exhibitor is also liable for payment claims against Estrel Berlin - Hotel & Congress Center resulting from the exhibitor's orders (e.g. electrical installations, booths, furniture, etc.) and commits to keeping the Passivhaus Institut GmbH free from any claims. The Passivhaus Institut GmbH reserves the right to refuse the use of the booth space in the event of late payment/payment default in respect to against Estrel Berlin - Hotel & Congress Center claims against the exhibitor.

#### **13. Exhibition space fee**

Full payment of the rental fee for exhibition space and the co-exhibitor's fee in advance is a prerequisite for admission to the exhibition space.

#### **14. Defects liability**

Any complaints about deficiencies regarding the rented space must be made to the organiser in writing immediately after occupation of the space and before the beginning of the exhibition at the latest, so that the organiser can remedy any defects for which the organiser is responsible. Claims that are made later will not be considered and will not result in any claims against the organisers.

#### **15. Withdrawal**

- 15.1. As a rule, withdrawal of the exhibitor after successful admission is not possible.
- 15.2. If an exhibitor fails to participate, the full rental fee is payable, unless the organisers are able to reallocate the exhibition space. In that case the exhibitor shall pay only 25 % of the rental fee but not less than € 400 plus 19% VAT, in order to compensate for administrative expenses.
- 15.3. If the exhibitor cannot participate due to circumstances for which neither he/she nor the organisers are responsible (force majeure), the participation fee will be reduced by half.

#### **16. Provisos**

- 16.1. The organiser is entitled to cancel, reschedule to a different time or location, or change the length of the exhibition, or to reschedule the rented space, or change/restrict its size due to space, police directions or for other important reasons. The notification of rescheduling or any other changes shall constitute a part of the rental agreement
- 16.2. If the exhibition cannot take place due to circumstances beyond the control of the organiser or force majeure, the organiser is entitled to demand an amount of up to 25% of the pro rata participation fee from the exhibitor. If the exhibitor has ordered additional services for which payment is due, the exhibitor may also be charged for these.

- 16.3. If the organiser is responsible for the cancellation of the exhibition, the exhibitor shall not owe any amount.
- 16.4. If the organiser is forced to break off an event that has already begun due to force majeure or reasons beyond the control of the organisers, the exhibitor shall have no right to claim remission or a refund of the participation fee in full or in part.

**17. Domiciliary right**

The domiciliary right of the organiser shall apply in the premises for all persons involved during the event and its setup and dismantling. Staff instructions from both the organiser and Estrel Berlin - Hotel & Congress Center must be followed at all times. Non-compliance with the conditions of participation shall entitle the organisers to close the stand at the expense of the exhibitor without any compensation if violation of these conditions continues even after a request for compliance.

**18. Invalidity of individual provisions**

If any of the provisions of these terms and conditions, as given in the exhibition guidelines, exhibition conditions should become invalid, the validity of the remaining provisions shall not be affected by this. Invalid provisions shall be replaced by a valid provision that comes as close as possible to the intended meaning and purpose of the invalid provision.

**19. Place of jurisdiction**

The place of jurisdiction is Darmstadt, Germany.