General Terms and Conditions

1. General Terms
(1) Element of the contractual agreement between the organizer and the stand operator are exclusively the following general terms and conditions.
(2)) The registration must be done in written form by using the online application form provided by the organizer (haspa-marathon-hamburg.de). The application form that the organizer receives is a binding and irrevocable offer by the stand operator.
(3) The organizer reserves the right to reject or cancel bookings if a disproportionately high number of exhibitors from one product group have registered, in order to ensure a balanced industry diversity.
(4) The organizer reserves one's right to change the exact stand position as needed, as long as the changes are respecting the interests of the organizer and are within reason for the stand operator.
(5) The application data will only be used for the execution of the event with consideration of the Federal Data Protection Act.
(6) Side agreements, changes or additions of the contract need to be executed in written form and confirmed by the organizer. This is also valid for modifications of the agreement.

2. Set up and presentation of the stand
(1) Construction and design must correspond to all legal standards, especially to the general and specific regulation terms of the building – including local standards/rules as well as specific event rules. Also notice the rules of the Hamburg Messe and Congress. The material for the set up of the stand also has to correspond to all legal standards, especially the building inspection and fire protection engineering regulation. The stands must be set up the way that no person or thing will be damaged, endangered, handicapped or harassed.
(2) Constructional changes on site and space are not allowed. If the stand will expand beyond the booked space (in case this is possible), a subsequent fee will be issued. Adverse effects of the stand trough edges, pillars, flagstaff, lamp post do not lower the stand costs.
(3) If a stand operator withdraws from the booking within short-term notice, the cancellation policies become valid and the stand can be passed on. For superstructures of approval, event modules etc. all licences must be brought along and shown to the organizer upon request.
(4) The stand operator is bounded to leave the stand after the tear down, as it was originally. The stand operator also must dispose the waste on the stand area. If the stand area is not clean after the end of the event, the organizer can arrange the cleaning at the expense of the stand operator by a third party.

3. Domestic authority and security patrols
(1) The organizer provides general security patrols and supervision. Hereby, it is only the protection of the whole terrain and not an individual protection of a stand.
(2) The organizer has domestic authority within the exhibition centre. The instructions of the organizer, its authorised representatives and employees must be obeyed. The organizer of the event is authorised to remove things from the stand, if the sponsor is offended, if it is against the valid laws, if it is against good manners or is contrary to the programme of the Expo. Advertising for political and ideological purposes are not allowed.

4.Liability of the stand operator
If the stand operator, its staff or its assistant (e.g. staff of the, from the stand operator instructed stand set up company) or other people, which act for the stand operator at the event cause damage to the organizer, the stand operator is responsible for compensations of the organizer to an unlimited extend.

5. Liability of the organizer
The liability of the organizer - also against a third person – for all damages which are not based on the injury of life and body or health, is restricted to purpose and culpable negligence. This is also valid for the staff of the organizer.

6. Force majeure and similar incidents
If the stand-rental-contract cannot be fulfilled due to force majeure or other incidents, which the organizer is not responsible for, the organizer has the right to withdraw from the contract. The stand operator has the right for repayment for the already paid stand rental. Further going claims, especially claims of last profit are excluded.

7. Size of the stand
The minimum size of a stand is 9m^2. The costs for the stand are calculated from the square meter multiplied by price per square meter. The ancillary costs like power, water (optional), security patrols, disposal costs (obligator) are flat rates, which must be paid to the organizer. At the Marathon Hamburg Expo, the Hamburg Messe and Congress GmbH will directly invoice the ancillary costs.

8. Joined stand
Without the approval of the organizer the stand operator is not allowed to transfer, share or offer in other ways the stand to a third person. The written approval of the organizer (by e-mail is okay) is needed for adding another company with an additional exhibition good. The main stand operator is liable for the other exhibitor as for itself.

9. Cancellation
(1) The cancellation from the stand operator must be sent in written form via e-mail or mail to the in the booking form named address of the organizer.
(2) In the case of cancellation, the stand operator must pay the following prices
- Cancellation 1 to 14 days before the first day of the event
  – 100% of the arranged invoice amount.
- Cancellation 15 to 28 days before the first day of the event
  – 75% of the arranged invoice amount.
- Cancellation 29 to 42 days before the first day of the event
  – 50% of the arranged invoice amount.

The stand organizer is the right reserved on the part of the organizer to prove that no, or only limited, loss or damage has been incurred.

10. Payment and participation conditions
(1) If there has not been a written other agreement, the agreed payment must be paid in full amount without deductions to the organizer until 3 weeks before the beginning of the event at the latest. By non-compliance of the agreed payment dates and upon an expired deadline for the stand operator, the organizer has the right to withdrawn from the contract and use the stand area for something else. The assertion of further damage remains reserved.
(2) At a short-term booking the arranged payment must be paid at the latest before the setup of the stand via bank check or cash in the expo office. Otherwise the stand area cannot be used.
(3) The handing over of the stand space at the Marathon Hamburg Expo 2027 is an other service relating with a property pursuant to Art. 47 MwSt-RL or § 3a Abs. 3 Nr. 1 UStG and it will be taxed where the property is located. So the other service is subject to the value added tax, because it has to be taxed and is subject to taxation in Germany pursuant to § 1 Abs. 1 Nr. 1 UStG.

11.Transfer of rights
The stand operator is not allowed to transfer rights from the contract to other companies or institutions without the written approval of the organizer.

12. Video and Audio Recordings
Spofit GmbH has the right to make or to have made video, audio and drawings of exhibition stands or individual exhibits by a third party for the purpose of documentation or its own publishing. This also applies to persons who are pictured or recorded. The patent rights of the images, even if individual persons can be recognized, lie entirely by SpoFit GmbH and are neither spatially nor temporally limited.

13. Any other business
(1) With the signature on the booking form the stand operator recognizes the commitments of this event conditions and undertakes to comply this. General terms and conditions of the stand operator do not apply. The signing person declares itself as authorized representative.
(2) Place of performance and place of jurisdiction for all legal issues from each business for which this event conditions are valid is the place of business of the organizer. This is valid for legal action which comes from the organizer as well as legal action which is against the organizer. This is not valid to business with stand operators, which are neither businessmen as defined in the commercial code, nor public-law special funds, nor legal person under public law or business with a businessman which is not part of the operation of commercial trade.
(3) The relationship between the stand operator and the organizer are governed solely by the law of the Federal Republic of Germany.
(4) If parts of these general terms and conditions are or become ineffective, the effectiveness of the remaining clauses thereby will not be affected. The ineffective provision shall be replaced by a legally effective one coming as close as possible to the purpose of the ineffective provision.