



## **General Terms & Conditions of the Vegan Summer Festival Berlin 2019**

The Vegan Summer Festival Berlin takes place at the Alexanderplatz August the 23th till 25th 2019 and is organised by ProVeg Germany in cooperation with Tierrechtsbündnis Berlin Vegan and Albert-Schweitzer-Stiftung für unsere Mitwelt. Organiser of the event is ProVeg Deutschland e.V., Genthiner Str. 48, 10785 Berlin.

### **1 Application and Admission**

The registration deadline is May the 31th 2019

The registration document includes

- the signed registration document
- the signed general terms & conditions
- the signed declaration of exemption

The registration is binding.

The organiser has the right to reject interested parties to ensure multiplicity of provision-, and an interesting offer for the audience as well as to maintain the character of the Vegan Summer Festival Berlin. The same applies if the interested party is not suitable. Prior participation does not secure the admission. Protection against competition is not guaranteed, unless set down in a written agreement.

By admission the exhibitor receives our invoice with the total charge (stall fees, ancillary costs, etc.). The bill has to be paid within 30 days after receipt. If payment is not made on time, the organizer can withdraw the admission to the event and send a reminder immediately.

### **Rescission from the contract**

The organiser has to be informed of rescission by e-mail. Rescission notices after the application deadline (31.5.2018) will require a payment for the full costs for infrastructure and additional services by 100%.

Fees for stall:

Rescission until June 30th, 2018: 0%

Rescission until July 31th, 2018: 50%

Rescission until August 1th, 2018: 100%



## ***2 Final approval, cancellation of the event***

The contract is depending on the official permit of the Vegan Summer Festival Berlin. If the permission is not given the exhibitor will be refunded less any costs already incurred. The operator is not liable to pay compensation, in particular for lost profit or incurred costs for the exhibitor.

The same applies if the festival is cancelled or interrupted through public authority or moved to another location whatever the reason might be. This also includes the interruption or cancellation due to bad weather conditions.

If the exhibitor stall is closed by public authority or the exhibitor is acting against the contractual agreement, the operator has the right to remove the exhibitor from the site. Furthermore, the exhibitor has no claim for damages or recovery of costs incurred, including stall fees, ancillary costs, etc.

## ***3 Stall space and stalls***

A preferred location on the festival area will be considered if possible but please notice that there is no right to claim a specific spot. The operator reserves the right of infrastructural changes even after stall placing.

The exhibitor can only use the rented area for his stall. Please note that it is not allowed to place chairs, tables or benches in front of your stall or to exceed the rented space of your stall in general. Furthermore, it is not permitted to use the rented furniture of the operator for your own use.

With the corresponding booking, the operator provides chargeable tents/stalls from a third-party provider. The booked stalls will be placed and built up on the first day of the event. Any damages at the stalls/tents of the third-party supplier have to be reported immediately. In the event of damage **the exhibitor is liable**.

The exhibitor is aware that the event will be open-air which can be influenced by the current weather situation. Due to this, the exhibitor is responsible to take care of his own properties and rented material against wind, rain, flood, etc. Only weatherproofed tents/stalls can be placed which also have to stay overnight.

The exhibitor has to make sure that during the event, the name of the organisation/business and the responsible contact person with contact details have to be presented and visible. The operator will provide a sign including the aforementioned details based on the information given during the application process.



## **4 Products and Services**

Only vegan products can be used and offered. Any act in contradiction due to the sale of animal products (food and goods) can lead to a maximum penalty as in the amount of stall costs, but at least EUR 100. With any further breach, the exhibitor can be banished from the event immediately. Furthermore, the exhibitor has no right to reclaim costs already incurred.

Only products and services mentioned in the application process can be offered. In case of changes in services and products the operator has to confirm beforehand. The offer of information is not a service due to this GTC.

Information stalls are not allowed to provide any kind of services or products.

The sale of unpacked food and drinks is only permitted at food stalls. Furthermore, information- and trading stalls are only allowed to provide unpacked drinks and food as free samples after consultation with the organiser. In any case, the hygiene regulations set by German law have to be followed and have to be discussed with the organiser beforehand. The costs due to infringement of the hygiene regulations will be carried by the exhibitor.

The organizer itself operates the sale of beverages to refinance the festival. Therefore the sale of beverages by exhibitors, especially beverages in bottles, is generally not permitted and must be agreed with the organizer in advance. Violation of this rule can be punished by the organizer with a contractual penalty of 100€.

## **5 Event times, Assembly/Disassembly, access road/times, night regulation**

### **5.1 Event times, Assembly/Disassembly**

The following event times are binding for the Vegan Summer Festival:

- Friday, 23th of August 2019, 12am - 8pm
- Saturday, 24th of August 2019, 11am - 8pm
- Sunday, 25th of August 2019, 12am - 6pm

Times for Assembly/Disassembly of the exhibitor stalls:

- **Thursday, 22th of August 2019, 4PM - 6PM (only for parking of Food Trucks)**
- Friday, 23th of August 2019, 9am - 12am and 8pm - 9pm
- Saturday, 24th of August 2019, 9am - 11pm and 8pm - 9pm
- Sunday, 25th of August 2019, 11am - 12am and 6pm - 8pm



The exhibitor has to ensure that the stall is staffed during event times and that only the agreed services as well as goods are being offered. The setup of the tent has to be completed on time and the dismantling of the stall are not permitted until event times end. This also includes information stalls.

The setup and dismantling of the stalls as well as any additional preparations have to take place in the mentioned time slots. Driving on the area may pursue only during the indicated times.

Any act in contradiction of the articles can lead to a maximum penalty in the amount of the stall costs and at least EUR 100. Actions against the regulations of the driving access schedule endanger the course of the festival and can lead to an immediate reprimand.

## **5.2 Access to the Festival Area**

Driving at the festival area requires an official permit wherefore the exhibitor has to communicate the number plate and the vehicle owner of the car in use for the event. Furthermore, the exhibitor has to pay the amount of EUR 30 in order to get access to the festival area which will be mentioned in the invoice. The authorization will be given to the exhibitor and has to be placed visible behind the windshield.

The access to the location is only possible through the road chosen by the operator and has to be communicated to the exhibitor in good time.

Parking at the festival area requires an official permit as well. For this, the exhibitor has to communicate the vehicle number plate of the car and the vehicle owner to the organiser as well as pay a fee of EUR 50. Parking is only allowed on the basis of storage and cooling purposes. The parking places are limited and the organiser reserves the right to refuse the booking of a parking permit. The authorization for parking will be given to the exhibitor and has to be placed visible behind the windshield. Only vans and minibuses are permitted to park on the premises. Parking of smaller cars is not permitted.

The organiser has the right to stop the access temporarily in case of too many cars on the area. Due to that, the exhibitor should start the set up and preparations as soon as possible. Furthermore, the vehicles have to be removed from the area half an hour before the event starts.

The participant can be punished with a contractual penalty of EUR 100, if he or she is illegally driving on the grounds or parking at the event site. The participant and his/her vehicle will directly be banished from the event site.



### 5.3 Night time Regulation

It is not allowed to close off the Alexanderplatz during the night as it requires permanent public access. The rented stalls from the operator are not lockable. The operator ensures a modest surveillance outside event times. **However, the operator does not take any responsibility in cases of loss or damage.**

Therefore, it is recommended to empty the stall completely overnight. The exhibitor has the right to place a security guard on his own costs, who has to announce and legitimate himself with the safety officer hired by the operator.

## ***6 Infrastructure: Power supply, Water and Garbage***

### **6.1 Power supply**

The operator ensures power supply. the installation of additional generators is not permitted.

Power supply is not directly connected to every stall but has to be connected via extension cables with a minimum length of 50 metres. All **food stalls** have to book the power supply with the operator to ensure hot water processing. Furthermore, cable drums in use have to be completely unwound.

The operator advanced a lump sum for the development costs due to the power consumption. Indemnity in case of disruption with the power supply are not in the responsibility of the operator.



## 6.2 Drinking Water Supply and Sewage Disposal

All participants who registered for water supply and sewage disposal (mandatory for food stalls) make a commitment to follow the legal requirements of the operation regarding drinking water and sewage disposal which applies in particular to the hygiene regulations.

Water supply and sewage disposal are available directly at the stalls when booking a regular sink with hot water preparation via the organiser. If the participant himself provides a sink with hot water processor (see also 7.2) or if it is a food truck, water and sewage connections must be connected by the participant himself. A minimum length of 20 m drinking water hose is recommended by the operator (GEKA-connection).

Claims for damages against the organizer due to disturbances in water supply and disposal are excluded.

## 6.3 Garbage and Cleanness

All cartons, old frying-fat as well as any other **garbage have to be disposed by the exhibitor himself and if possible in the sense of waste recycling**. A limited amount of garbage containers are provided. Stalls which offer products causing additional garbage (e.g. coconuts) have to rent additional bins (fee-based) or provide them.

The participant is responsible to keep the area around his stall clean (during event times). The operator recommends to provide additional bins to ensure cleanness.

Promotion with stickers, flyers or other merge and information products outside of the respective stall is prohibited. Thereby, the environment will be protected and a positive overall impression of the festival is guaranteed.

Any violation of the obligation will be charged with a contractual penalty of EUR 100. The payment of the penalty does not release the participant to dispose cartons, packages or clean up the stall area. If the operator has to perform the cleaning, another penalty of minimum EUR 250 will be charged.

The participant reserves the right to prove a lesser damage.

## 7 Official Permits, Requirements, Hygiene and Recycling

### 7.1 Official Permits and Requirements

The participant has to be informed about necessary permits and official requirements in particular security and hygiene regulations. It is his own responsibility to obtain the necessary permits and to follow the requirements and regulations.

## 7.2 Hygiene regulation when handling unpacked food

The following facts do not contain the overall requirements to follow the hygiene regulation. The exhibitor is responsible to inform himself over further legal guidelines according hygiene.

- Stalls have to have access to warm and cold water as well as sewage disposal.
- Hand washing and washing of dishes/kitchen utensils have to take place in separated sinks (a double sink is required).
- The surfaces of the food stalls have to be washable. Food has to be protected of any kind of damaging effects, e.g. spick protection.
- People working with the food have to own a valid health certificate.
- Reference- Berliner food control administration:  
<http://www.berlin.de/imperia/md/content/bamitte/gesundheits2/vetleb/strassenfeste.pdf>

## 7.3 Recycling

Due to official requirements the usage of disposable tableware is permitted. Drinks can only be handed out in reusable bottles, glasses or cups (cans, disposable bottles, etc. are permitted). It is also not allowed to use portion-sized packages (Ketchup, mustard, sugar etc.)

If it is not possible to renounce dishes, the usage of reusable material is allowed. Any kind of alternatives have to be arranged with the operator.

Any violation of the obligation will be charged with a contractual penalty of EUR 100 per non-compliance.

## 8 Liability of the Organiser

The organizer is liable, for whatever legal reason, for damages in case of intent and gross negligence as well as in case of violation of an assumed guarantee. In these cases, however, the liability is limited to the compensation of the foreseeable, typically occurring damage. In all other cases of simple negligence, the organizer is only liable for damages resulting from the violation of a cardinal obligation (i.e. an essential contractual obligation which makes the proper performance of the contract possible and on whose compliance the contractual partner regularly relies and may rely); in these cases the liability is limited to the compensation of the foreseeable, typically occurring damage. Liability for damages resulting from injury to life, body or health and liability under the Product Liability Act remain unaffected by the above exclusions and limitations of liability. Liability for lost profit is excluded.



### **9 Expiry date**

All claims from the participant towards the operator mentioned in this contract expire 6 months after the end of the festival if not legally made.

### **10 Place of Performance and Exclusive Venue**

The place of performance and exclusive venue is Berlin. German law is applicable.

### **11 Differing Terms**

Differing terms of the GTC, registration/price list and declaration of exemption are not agreed. Changes or further additions require to a writing. The requirement of the written form can only be annulled with a written agreement.

I have read the Terms and Conditions and agree to abide by them .

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Place and Date

-Signature and Stamp