

Porzellanikon

Staatliches Museum für Porzellan
in Selb & Hohenberg a.d. Eger

Conditions of participation for the 3. Hohenberg Porcelain Market

Please read the conditions of participation (general terms) carefully. **By Signing** you accept them.

1. Participant eligibility:

Only full-time or part-time artisan manufacturers of **porcelain** and/or products of related technologies, e.g. porcelain painting, are eligible to participate after approval by the specified jury. Hobby potters, and dealers are excluded from participation. There is no legal entitlement to a stand.

The presentation of the production process of the artistic works during the market is welcome and to be announced in advance.

A first participation does not constitute a legal claim to participation in subsequent years. The selection of the jury is not contestable.

2. Selection process:

The applications received will be subjected to a selection procedure. The selection is carried out by experts from the field of ceramics.

Participants are admitted to the market as soon as they receive a written confirmation with invoice by e-mail or post.

3. Sale of goods:

It is only allowed to offer goods produced by yourself.

4. Venue:

Outdoor and partly indoor area of Porzellanikons in Hohenberg, Schirndinger Straße 48, 95691 Hohenberg a. d. Eger

5. Opening hours of the market:

The market is open on Saturday, 29th July 2023 from 10 am to 5 pm and on Sunday, 24th July 2023 from 10 am to 5 pm. The admission for visitors of the market is free.

6. Registrion/Application:

In order to participate, the registration form must be sent by email or post, in compliance with the registration deadline indicated above.

Sending of the following documents:

- Fully completed registration form (please see above)
- 4 photographs of your products, 1 photograph of your stand

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7. Fees and invoicing:

A stand at the Porcelain Market costs a total of € 60,- plus 19 % VAT regardless the size of the stand (maximum stand area L x W = 3 x 2 m). The stand fees already include any costs for an electricity connection (1x 230 V) and a beer bench set. A rental pavilion is charged at € 15 plus 19% VAT.

Confirmation of registration will be sent in writing together with the invoice for the fee. The fee must be paid in advance within the specified due date. If this is not done, participation at the "3. Hohenberg Porcelain Market" is excluded. Porzellanikon is not liable for any costs incurred by the participant due to late payment or non-participation.

8. Presence:

Each exhibitor undertakes to be present at the stand during the opening hours (10 am to 5 pm), either in person or through competent representation

9. Identification:

The stands must be marked by name with the stand signs provided by Porzellanikon. These are to be attached to the stand in a clearly visible manner.

10. Allocation of stands:

The allocation of stands will be done by Porzellanikon. It is also authorised to give instructions. A construction plan will be announced to all participants **by 30th June 2023** at the latest.

The stand location will be assigned to the participants upon arrival. There is no entitlement to a specific stand location. Participation does not result in any legal claim to repeated participation in future porcelain markets or to the same stand locations for subsequent years.

11. Design of your stand:

Each stand must be neatly arranged and decorated. Packing material and packing cartons must be removed from the stand after the goods have been set up or stowed in such a way that they are not visible to visitors.

12. Withdrawal of participation:

Participants with a binding registration can withdraw from participation free of charge within 6 weeks of receiving the confirmation of participation. In case of later withdrawal, the full participation fee must be paid or cannot be refunded.

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13. Cancellation of the market by the organiser:

If the market has to be cancelled due to force majeure, official orders or reasons for which Porzellanikon is not responsible, the participant will be **refunded the stand costs**. However, no costs for organisation or preparation, as well as other absences will be reimbursed.

14. Set-up and dismantling of the stands:

The stand must be set up in accordance with the specifications of the set-up plan. In case of doubt, the Porzellanikon market manager must be consulted.

Set-up times:

Friday, 28th July 2023 from 9 am to 6 pm

Saturday, 29th July 2023 from 8 am to 10 am

Please drive your vehicle to the (free) parking area allocated to you as soon as you will have unloaded it.

Dismantling times:

Sunday, 30th July 2023 after the closure of the market from 5 pm to 8 pm and on

Monday, 31st July 2023 from 7 am to 5 pm.

15. Advertising:

Porzellanikon provides the conceptual advertising through:

- Advertisement in local and regional press
- Presentation on the internet - includes Facebook, Instagram and other social channels
- Advertising on the local radio station
- Posters in the city centre of Selb and surrounding towns
- Distribution of flyers e.g. in other surrounding museums

16. Maximum Admission:

A maximum of 25 stand operators will be admitted.

17. Liability for damages, insurance, liability:

Porzellanikon accepts no liability for personal injuries, property damage or material damage within the framework of the porcelain market.

Any necessary insurance for the goods must be taken out and paid for by the participant him/herself. This also includes transport before, during and after the market. It is the participant's responsibility to insure the goods offered against theft and damage. The risk of participation is borne by the market participants themselves.

Market participants must be in possession of the necessary permits (business registration or travel trade card) before the start of the market. These and valid personal documents must be carried and presented upon request.

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The registered participants are liable for the proper payment of the tax. Porzellanikon acts only as a platform for offering the goods. Any entrepreneurial activity under the liability of Porzellanikon is excluded.

18. Cleaning and waste disposal:

Each participant is responsible for cleaning and keeping the stand clean. Separate rubbish containers will be provided.

Each participant must ensure that the stand area and surroundings are clean. After the end of the market, any rubbish must be disposed of or taken back.

A separate water connection is available for cleaning tools or washing hands during demonstrations, etc. Participants will be informed of this separately. The participants will be informed of this separately.

If a participant leaves the stand without final cleaning, the Porzellanikon will charge the costs for cleaning afterwards.

19. Guarding:

There will be no security on the premises. All market participants must secure their own stands and goods against theft and damage. No liability is accepted for damage to property or theft (please see point 17). It is possible to place the goods in the secured museum overnight.

20. Social programme:

The market will be supported by music at times. There will be 1 drinks stand and 2-3 refreshment stands available for visitors.

21. Data protection:

Personal data provided by the participant to Porzellanikon in the course of registration and further organisation of the market will be stored in accordance with the provisions of the Federal Data Protection Act and the Telemedia Act of the Federal Republic of Germany and will be used for the purpose of processing the contractual business processes with the participant. Also included is the sending of offers or information accompanying the event before and after the event. These will not be passed on to third parties without the express permission of the participants. The provisions of Article 13 of the German Data Protection Regulation (GDPR) apply.

22. Fire brigade access roads:

The fire brigade access roads marked in the layout plan must be kept clear.

23. Expiry clause

Claims of the participants against Porzellanikon which are not asserted within 4 weeks after the end of the market are forfeited and no longer legally enforceable.

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24. Maintenance of order:

In order to maintain safety and order and to prevent damage to persons or property, the organiser or the supervisors/security company commissioned by him may order necessary measures. Participants who do not comply with these orders may be excluded from participation with immediate effect or expelled from the market premises.

25. Applicable law:

Legal transactions between the organiser and the exhibitor are governed by the law of the Federal Republic of Germany.

26. Place of performance & jurisdiction:

The place of performance for all legal disputes arising from these Terms and Conditions of Participation and from other contractual provisions between the parties or in connection with their legal relationship is Selb or Hohenberg. Wunsiedel i. F. is agreed as the place of jurisdiction.

27. Accommodation:

If you need information about accommodation, please contact the Fichtelgebirge Tourist Office at: www.fichtelgebirge.bayern. They will be happy to help you find accommodation in the surrounding area.

28. Severability clause

Should individual provisions of this contract and the listed regulations be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The foregoing provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.