

Market regulations

Market Regulations/GTC Terms and Conditions of Participation for myBotanika

§ 1 Contractual partner

The organizer is

Krystian Kalinowski and Frank Bonk GbR.
with registered office at
Freie Scholle 39
44339 Dortmund,

hereinafter referred to as the “organizer”. A legally binding contract is concluded upon payment of the invoice for the reserved stand space, or upon entering the event site. The contractual partner is hereinafter referred to as the “participant”.

§ 2 Registration

The reservation of a stand space can be made via the homepage, by telephone, by post or in person at the event. The organizer will send the invoice to the participant in accordance with his reservation. Registration by underage participants (under 18 years of age) is not possible. The sale and offering of goods by underage participants is only permitted with the express consent and knowledge of their legal guardians.

§ 2.1 Reservations

A reservation can be refused or revoked by the organizer at any time without giving reasons.

§2.1.1 Withdrawal by the participant

If the participant declares that he/she will not take part in the event, the invoice amount shall be reduced
by 70% in relation to the stand area only if the withdrawal is made at least 6 months before the event, or
by 30% if the withdrawal is made at least 3 months before the event.
If the withdrawal is made at shorter notice, the stand fee is due in full or a refund is excluded.

§ 2.2 Rental furniture

The participant can book functional rental furniture from the organizer for a fee. These may vary in size, quality and condition and may show signs of use.
The materials do not always correspond to the specified standard dimensions.

§ 2.2.1 Defects

All defects or damage to rented furniture must be reported immediately by the participant to the organizer. The participant must pay for all damage caused by him for the rented furniture caused by him.

§ 3 Payment

The amount to be paid for the stand rental and rented furniture must be credited to the organizer's account within 10 days of receipt of the invoice. The following details must be stated on the bank transfer: Name of the participant (if different), customer number and invoice number to the account specified in the confirmation/invoice.

§ 3.1 Prices

The prices can be found in the respective registration form. The participant must pay the prices stated in the confirmation/invoice including VAT.

§ 3.2 Obtaining benefits

Attempting to participate in the event without having purchased a valid admission ticket is considered a violation of § 265a StGB. In this case, the organizer will charge the participant an increased admission fee of 100 euros.

§ 4 Allocation of stands

The participant is not entitled to a specific stand. Even if this was previously agreed, a different stand may be allocated in exceptional cases. The organizer will attempt to take into account any placement requests made, but is not obliged to implement them.

§ 4.1 Stand size

The organizer allocates stands in different sizes, a guarantee and resulting claims for damages cannot be asserted by the participant.

The participant cannot assert any claims for damages. Participants must always adhere to the marked areas.

§ 4.2 Aisles, walkways and escape routes

In particular, it is pointed out that the marked stand areas may not be exceeded under any circumstances and that escape routes and emergency exits must be kept clear. All walkways are also escape routes and must therefore be kept clear at all times!

§ 5 Subcontracting

The stand space will be kept free for the participant until 15 minutes before the end of the set-up time. If the stand space is not clearly taken up by then, the organizer may reallocate the space for technical reasons. There is no entitlement to the allocation of an alternative space.

§ 5.1 Loading and unloading zones and parking spaces

Before and after market hours, participants are permitted to stop directly at the building for loading and unloading and to enter the event areas. As soon as the process is complete, all vehicles must be moved to the designated parking spaces. It is pointed out to observe the prohibition signs (no stopping, no parking and emergency access routes) and to leave sufficient space at the doors.

Fire department access roads, escape and rescue routes must always be kept clear! Failure to do so may result in the vehicle being towed away

§ 5.2 Transport aids

The Kaufland shopping carts used by the participant must be returned to the appropriate storage locations during market hours. For dismantling, the admission of transport aids will only be granted after the end of market hours. Even after dismantling, all transport aids must be returned to their place of origin without being asked.

§ 6 Duty of supervision

The duty of supervision for the sales stands is the responsibility of the respective participant.

§ 7 Obtaining information on laws and regulations

It is the participant's responsibility to obtain information on all regulations and laws relating to the respective event. The participant is obliged to ensure compliance with all regulations and laws, such as the Washington Convention on International Trade in Endangered Species of Wild Fauna and Flora (WA/CITES) and the European Endangered Species Directive (EC 338/97), at his stand.

§ 8 Third-party rental

The participant may not sublet the rented stand space to third parties.

§ 9. costs of moving and towing

Costs incurred for moving or towing bicycles, cars or trucks will be charged to the vehicle owner.

§ 9.1 Damage

The organizer is not liable for damage to vehicles caused by other participants or visitors.

§ 10 Cleaning

The participant is obliged to clean the rented area as well, as one meter in front of his stand and up to the area of his directly neighboring stands. Participants must dispose of all garbage themselves. In the event of violation of this condition, any costs incurred will be invoiced.

§ 11 Cancellation, postponement and change of time

The organizer may cancel, interrupt, shorten or postpone an event at any time. If an event is rescheduled or canceled, the stand fees paid will be credited for the rescheduled date or an alternative date. The participant is not entitled to a refund or compensation. If an event is canceled due to force majeure such as a storm, no compensation will be granted.

§ 12 Advertising measures

Photographs, film and sound recordings will be made during the event in order to document the event and use it for marketing purposes.

§ 12.1 Rights to image and sound material

By participating in the event, all participants, exhibitors and visitors agree that image and sound recordings made during the event may be used by the organizer for its own purposes (e.g. advertising, print products, social media, website).

The organizer reserves the right to expressly prohibit the use of the image material for other events. This means that the use of image or sound material created during the event for other events or purposes is only permitted with the express written consent of the organizer.

§ 12.2 Revocation of consent

Participants and visitors have the option of revoking their consent to the use of their image and sound recordings at any time. In this case, the organizer must be informed immediately in written form about the revocation in order to take appropriate measures.

§ 13 House and site rights

The organizer shall exercise full domiciliary and site rights on the entire event site at all times during the event, i.e. also before and after the market or event times. The instructions of the hall operator, organizer and their representatives must be followed. If the participant fails to follow the instructions, the organizer or its representatives may have the participant's stand closed with immediate effect and, if necessary, issue a ban from the premises. The participant shall not be entitled to a refund or compensation.

§13.1 Damage to the building

The organizer expressly points out that sticking or nailing on the hall walls and rental material is prohibited. Any damage caused will be charged to the participant in full.

§ 13.2 Smoking ban

Smoking is strictly prohibited in all rooms of Zentralhallen GmbH. Participants may use the outside areas designated for smoking. The ban also applies in particular to so-called "vaporizers", as the intense vapor from e-cigarettes can trigger the fire alarm system. Violations may result in immediate expulsion!

§ 13.3 Pets

Pets may be brought to the event if they are house-trained, kept on a leash or in a transport container provided for this purpose and meet all legal requirements (muzzle, vaccinations, etc.).

§ 13.4 Advertising

The distribution of advertising of any kind on the entire event site is only permitted after consultation and with the prior written permission of the organizer

§ 14 Damages

The participant shall be liable in full for all damage caused to the organizer, or third parties by the participant, or his representative and shall be obliged to pay full compensation to the organizer. The operator(s) of the respective stand shall be jointly and severally liable.

§ 14 .1 Liability

The liability of the organizer for items brought in by the tenant, or personal injury and damage to property is excluded as far, as legally possible and is limited to intent and gross negligence, whereby the tenant is required to prove fault. The organizer does not provide security for event halls, or the respective sales stand of the hirer. Any liability is therefore excluded. Entering and driving

Entering the event site or the event halls and driving onto the parking lots is at your own risk and responsibility. Any liability on the part of the organizer is therefore excluded.

§ 15 Special features of the Zentralhallen Hamm

The participant is hereby informed that the Zentralhallen GmbH building was originally planned for agricultural events. These events are still held regularly and entail certain special features, e.g. odors, uneven floors, etc.

§ 16 Data protection

We take the protection of your data very seriously. With your registration, you agree that the company/personal data for the execution and processing of this contractual relationship using electronic data processing and, if necessary, to pass it on to third parties commissioned by it to fulfill its contractual tasks. Of course, in accordance with Art. 7 para. 3 GDPR, you have the option of revoking your consent to the processing of your data at any time.

§ 17 Miscellaneous

For safety reasons, bicycles must be pushed on the entire event site. Inline skates or other sports equipment and vehicles are not permitted on the grounds during the event.

§18 Acceptance of the market regulations

By registering and taking up a stand space at an event organized by the organizer, the participant accepts the conditions of participation in full and undertakes to comply with them without restriction.

In the event of violations of one or more of the conditions of participation by the participant, the participant is obliged to pay full compensation to the organizer or to pay the specified contractual penalty.

§ Section 19 Severability clause

Should one or more of these conditions be or become legally invalid, this shall not affect the validity of the remaining conditions. The ineffective or the ineffective conditions shall be replaced by legally effective conditions, whose content corresponds to the meaning of the ineffective conditions to the greatest possible extent.

§ 20 Place of jurisdiction

The place of jurisdiction and place of performance is Dortmund Local Court and is also agreed in the event that claims are asserted by way of dunning proceedings (§§ 688 ff ZPO).

Dortmund 19.11.2024