

General Terms vor Vendors – Market Regulations

§ 1 – Subjects, Scope of Applications

(1) The following terms govern the contractual agreement between vendors (“vendors”) and their assistants (“assistants”), who sell goods or services at the events of the Pony Events Federation e.V. (“PEF”). They also apply for artists who sell pieces of art or services.

(2) The general terms and conditions of the PEF apply accordingly.

(3) All rooms, areas, outdoor areas and buildings in which the event takes place are referred to as “venue”.

(4) Any other terms or instructions of the proprietor, owner or custodian of the venue (“host”) remain unaffected by and override these terms.

§ 1a – Disqualification of Consumers

(1) Vendors explicitly assure that they act as entrepreneurs according to § 14 of the German Civil Law. Consumers according to § 13 of the German Civil Law are excluded from selling at events of the PEF and can only be admitted in individual cases.

(2) Appealing to any consumer protection regulations is therefore in general excluded.

(3) Due to (1) and (2), persons who want to sell goods or service without any intent to realize a profit and therefore do not count as entrepreneurs according to German law, are excluded. They can only be admitted if they explicitly declare to act as entrepreneurs within the scope of this contractual agreements and will not appeal to any consumer protection regulation.

(4) Regardless of (1) to (3), the contractual agreement which is concluded by buying an event ticket is a consumer contract, if the vendor does not explicitly purchase the ticket as an entrepreneur.

§ 2 – Access, Selling Right

(1) Selling goods is only allowed with a sales permission and only within the given times. For the sales permission, a fee is charged which will be announced on the website. For single services or provided material, an additional fee may be charged. The sales permission is not transferable.

(1a) Access to the venue is only granted with a valid ticket. Vendors as well as their assistants have to purchase a ticket in addition to the fee charged for the sales permission. §§ 22 ff of the general terms and conditions apply.

(1b) Because of the application procedure and the services provided by the PEF, sales permissions cannot be returned or refunded. In individual cases, PEF may transfer the sales permission to another applicant on request. Transferring fees of 5,- € or 10 % of the sales permission fee may be charged for necessary effort (especially changes to the vendor list or printed media).

(2) Goods and services may only be sold by admitted vendors with a valid sales permission within the allocated areas. Sharing areas or stalls as well as any sales or advertisement outside of the allocated areas are only allowed with a special permission.

(3) The PEF schedules market or sale times. Outside of these times, sales have to be ceased immediately if the PEF does not give extra permission. If market times are scheduled by the local authorities, they have to be kept in any case.

(4) When setting up the stalls, evacuation rules have to be kept free. Instructions by the PEF or the host must be followed.

(5) Entry to the venue and setup are only possible within the scheduled times.

§ 3 – Rules of Conduct

(1) Instructions by the PEF, it’s staff and the host have to be followed. The rules of conduct provided within the general terms and conditions of the PEF apply.

(2) Vendors are solely responsible for their own legal and tax affairs. Vendors have to abide to German consumer protection, youth protection and worker protection regulations. The PEF explicitly points out that the – even unique – sale of goods or services of any kind may be considered a business and that the PEF may not provide any legal advice.

(3) The provided goods and services must respect copyright regulations. Goods which are obviously plagiarizing may not be sold. The vendor has to assure compliance with copyright regulations and is solely liable for any consequences.

(4) Any goods liable to corrupt the youth, supporting violence or pornographic material may not be sold. Also, selling any goods which contain prohibited symbols is forbidden. This also applies for advertising or initiating services such as commissions as well as declaring to being willing to deliver such goods and services.

(5) Erotic depictions, which are not prohibited as pornographic material by (4) or youth protection regulations, may only be exhibited in a subtle way. They may not be visible from the outside areas.

(6) The PEF decides if the goods of a vendor apply to the named terms and may prohibit the sale of certain goods.

§ 4 – Application and Admission Procedure

(1) Vendors have to apply via the application channels given on the event website giving the required information especially on their goods. The given data is binding; any admission only applies based on the given data.

(2) PEF may admit vendors to its own discretion. The admission may be combined with special conditions.

(3) PEF will especially consider the goods presented to provide a broad range of goods at the event. PEF will also consider the quality of goods, violations of the terms and conditions in the past and other objective criteria.

(3a) PEF may not admit individual vendors to ensure a peaceful event in case of known conflicts which may lead to conflicts at the event.

(4) The decision is not subject to legal recourse. By applying, the vendor expresses his or her consent with a discretionary decision and refrains from any indemnification for futile expenses or loss of earnings in case of a rejection.

(5) There is no guarantee for a certain stall or area. PEF assigns stalls and areas to its own discretion and according to operational demands.

(5a) Vendors, who wish to be assigned a certain stall or area, have to express that wish within their application or at latest 12 weeks before the event. A later change of stalls or areas is not possible.

(5b) If a wish for a certain stall or area has to be rejected, this does not lead to a right of withdrawal, refund or indemnification of any kind.

(6) The admission may be revoked at any time according to § 5 by the PEF.

§ 5 – Violations

- (1) PEF may exclude vendors from the event or future events in case of violations of these terms and conditions.
- (2) PEF may also bar vendors from the venue for the duration of the event or even longer in consultation with the venue host.
- (3) In case of a house ban or an expulsion, no right of withdrawal, refund or indemnification of any kind is granted.
- (4) PEF may demand additional indemnification for discrediting and damages. Demands of the venue host demand unaffected.
- (5) PEF may report any violations of the law to the police or the concerned authorities.

§ 6 – Privacy

- (1) Personal data is raised on voluntary basis for operational purposes especially when buying tickets online.
- (2) PEF may use these data
 - within the process of buying, paying for and handing out tickets,
 - to allocate tickets to sales permissions,
 - within the application and processing procedure,
 - within this contractual agreement and
 - to enforce and collect demands according to these terms and conditions.

(2a) PEF may save and use any data raised, especially such data on known violations of these terms and conditions and the result of application and admission procedures, to support decisions in future application and admission procedures for up to 3 years.

- (3) PEF may also use anonymized data for internal analysis purposes.
- (4) PEF may use the e-mail addresses given within the application process to provide necessary information within this contractual agreement or for internal surveys. Vendors may revoke their consent with this regulation without any form at any time.
- (4a) PEF provides a vendor list and a vendor map on which the stall number and the given public name of the vendor is listed.
- (5) PEF may transfer data to the venue host or concerned authorities enforce demands or to fulfill legal obligations. PEF especially points out that the data of vendors will be transferred to tax authorities or trade authorities on demand.
- (6) The data will be saved as long as necessary according to German Trade and Tax Laws (10 years).
- (7) The privacy policy of the PEF applies. With an application, a vendor gives his or her consent to these regulations.

§ 7 – Mutual Assertions and Assumptions

- (1) PEF assures towards the vendor by an admission,
 - that the scheduled sale times comply with the local laws and regulation and, if not declared otherwise, a speciality market has been constituted,
 - that – if sales are scheduled on a Sunday or holiday – an exception permit from the prohibition of sales on these days has been issued and
 - that selling goods and services is generally allowed at the venue.

(1a) If a necessary constitution of a speciality market or exceptional permit is not issued, PEF informs the admitted vendors immediately. In that case, any vendor has the right to withdraw from the contract and to be fully refunded.

- (2) By applying, the vendor assures towards the PEF,
 - that he or she has the necessary permissions to run the given business,
 - that he or she has informed about and abides to any applying legal regulations,
 - that the business is registered if necessary,
 - that the goods or services presented do not violate § 3 of these terms and conditions,
 - that no people under the age of 18 are employed and worker protection regulations are respected and
 - that all data given within the application is correct.

(3) PEF assumes, that any vendor is an entrepreneur according to § 14 of the German Civil Law and no consumer according to § 13 of the German Civil Law and therefore that consumer protection regulations do not apply to this contractual agreement.

(4) The assumptions and assertions named within the sections (1). (2) and (3) do not apply if the party explicitly gives other information.

(5) If any financial damage is caused because the made assertions and assumptions according to (1), (2) and (3) do not meet the matters of fact and the concerned party did not inform the other party in time or at all, the concerned party can be held liable for any costs including legal fees, fines or penalty payments.

§ 8 – Other Applicable Regulations

The §§ 7 to 8 of the general terms and conditions of the PEF apply accordingly.

§ 9 – General Regulations

- (1) German law, especially the German Civil Law, applies. By assigning a stall (admittance), a rental agreement (§§ 535 ff German Civil Law) is agreed upon; § 549 ff of the German Civil Law do not apply. The application as a vendor counts as an offer and therefore concludes a pre-contract stage based on these terms and conditions.
- (2) If a single regulation is invalid, it is replaced by the legal regulation. The other regulations remain unaffected.
- (3) Additional agreements have to be made in written form (including e-mails or signed PDF documents).
- (4) Place of jurisdiction is Kamen, Germany.
- (5) If rules or regulations for single events specify other regulations, these regulations precede the general terms and conditions.
- (6) Claims resulting from this contractual agreement may be charged up against each other if this is announced in written or e-mail form.
- (7) Any claims are due 14 days after billing.