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Conditions of Admittance ART FORUM BERLIN

I. Basic Principles

1. Aims

a) The **ART FORUM BERLIN** is an art fair conceived for the propagation and sale of international art of the 20th and 21st century.

The particular mandate of this international art market is to provide a forum for ground-breaking programme and pilot galleries, placing particular emphasis on the participation of galleries exhibiting contemporary art. Other art will be shown only if the artists and the works represented by the applicants can be classified as significant in terms of their origin. The MESSE BERLIN GmbH and supporting association will issue invitations to galleries and art dealers whose participation they consider will promote the aims of the **ART FORUM BERLIN**, whereby the decision on admittance rests with the admission committee.

b) The aims of the **ART FORUM BERLIN** are

- to foster and intensify contacts with collectors and museums,
- to establish galleries in the public awareness as important purveyors of contemporary art,
- to expand interest in contemporary art at home and abroad,
- to help to establish Berlin as a European centre for contemporary art.

c) To underscore its national and international focus **ART FORUM BERLIN** aims to ensure that:

- at least 50% of exhibitors are from outside Germany
- at least 25% of exhibitors are from Germany outside of Berlin
- no more than 25% of exhibitors are Berlin galleries.

In keeping with goals outlined in a) and b), and in order to be able to ensure a high artistic standard, the figures stated above should be regarded only as guidelines. Neither the admission committee nor the organizer are in any way obliged to comply with these guidelines. As such, no applicant is entitled to admittance on the basis of these guidelines.

2. Organisers

a) The galleries advisory board is responsible for the conception and design of the **ART FORUM BERLIN**. The staging of the fair is in the hands of MESSE BERLIN GmbH.

b) MESSE BERLIN GmbH will notify applicants in writing of the decision of the admission committee. The written notification of admittance constitutes a contract between MESSE BERLIN GmbH and the applicant.

II. Applications

1. Types of applications

Applications are available electronically in accordance with the instructions at www.art-forum-berlin.de. Even when using the online application, applicants must affix a legally binding signature to their application and return it by post to Messe Berlin GmbH (see Clause 2 below). If, in exceptional cases, individual applicants are unable to use the online application, it is possible to send the required documents and materials by post. Regardless of the concrete wording in each isolated case, all the following provisions refer to both possible forms of application and are thus valid in all respects.

2. Applying for admission

Applications for admission to take part in **ART FORUM BERLIN** must be affixed with a **legally binding signature** and received by Messe Berlin GmbH no later than **17 March 2008**. Messe Berlin GmbH is under no obligation to consider applications received after this date. Distributing or sending application forms does not constitute an invitation to take part in the fair, nor does it confer any right to participate.

3. Evidence/documentation

Applicants must provide appropriate documentation to prove that they meet all admission and selection criteria, including regularly held exhibitions and the constant production of contemporary artwork. For online applications, this takes place electronically and in accordance with the instructions at www.art-forum-berlin.de.

All evidence/documentation must be submitted before the application deadline in Clause 2, otherwise the application is not complete. Materials received after this date, whether electronically or in another form, can only be taken into consideration if the admissions committee has explicitly requested their submittal. This also applies to subsequent changes made in the announced programme by the applicant.

III. Admission and selection procedure

1. Admittance

The decision on an applicant's admittance to the **ART FORUM BERLIN** will be made by the admission committee on the basis of the aim and the conditions set out below. The decisions of the admission committee are binding on MESSE BERLIN GmbH and the applicant.

2. Admission committee

a) Members of the admission committee shall be appointed by the galleries advisory board. Admission committee member names will be released to applicants upon

notification of committee decisions.

b) The admission committee shall be comprised of the following:

- Three domestic or foreign gallery owners/art dealers
- Two art experts/curators, who are not gallery owners or art dealers
- Two representatives of the galleries advisory board, one of whom will serve as chairman. The admissions committee will also have the following **non-voting** members:
- Two representatives from MESSE BERLIN GmbH
- One attorney or notary

c) A representative of the galleries advisory board is the chairman of the admission committee. The chairman of the admission committee will determine the details of the admittance procedure inasmuch as they are not regulated by the conditions of admittance.

d) The admission committee will be quorate, providing at least one third of its members entitled to vote are present. Votes of the admission committee may also be conducted in writing or by telephone, providing at least two thirds of the members entitled to vote participate in this vote and none of the members with voting rights who do not participate have objected to this form of voting. Votes taken in writing or by telephone will be recorded by the chairman of the admission committee.

e) Votes of the admission committee are decided on the basis of a simple majority of the votes cast.

3. Conditions for admittance

Only applicants who offer exclusively 20th and/or 21st century art, whose programmes comply with the aims of the **ART FORUM BERLIN** as formulated in under clause I.1. and whose range of products and form of presentation at art fairs and elsewhere are commensurate with the standard of internationally recognized galleries and/or art dealers will be admitted to the **ART FORUM BERLIN**.

4. Admissions decisions

a) a) Admissions decisions shall be made on the basis of the written application and documentation submitted. Criteria for admission include:

- a qualitative assessment of the artistic standard of the applicant's general programme and the exhibition programme registered for the fair;
- evidence of direct collaboration with artists;
- Participation in the artistic discourse of the time demonstrated through the quality of

- exhibitions presented, the realization of original exhibition ideas and the execution of other events (e.g. lectures, etc);
- Documentation of exhibition programmes (preferably in electronic form)
 - Non-business activities on behalf of artists in relations with museums, art societies, and comparable institutions
 - continuous operation as a gallery, normally for at least three years
 - Consideration of individual applicant interests as they relate to event goals and the interests of all exhibitors in achieving a high-quality, innovative art fair
 - Quality of exhibition programme at previous **ART FORUM BERLIN** editions
- b) The admissions committee evaluates the application in its submitted form and entirety. It is under no obligation to make adjustments or recommendations should it deem individual elements of the announced programme to be impermissible. However, the admissions committee does have the right to grant admittance under specific restrictions, conditions and limitations. In such a situation, a contractual relationship only exists when the applicant has fulfilled all restrictions, conditions and limitations stipulated by the admissions committee.
- c) Admission may be denied if the applicant at any previous art fair
- did not settle justified complaints regarding a sale made at the fair,
 - offered for sale or sold forged or dubious works of art or works incompletely declared,
 - failed to pay charges or stand rental,
 - registered a programme that differed significantly from his/her other exhibition programme,
 - acted in contravention of the aims of the event or
 - if the stand design or the standard of exhibits registered for the **ART FORUM BERLIN** fails to meet the requirements of the fair jury.
- d) The applicant does not automatically have a right to admission or to a particular location or size for her/his exhibit space. The admissions committee reserves the right, at its own discretion, to make admittance conditional on a reduction or expansion of the exhibit space requested by the applicant in her/his application. Messe Berlin GmbH reserves the right to deviate from the stand space location and size requested in an application, if any such changes are deemed necessary by the admissions committee, or if the planning of the floor layout of the show makes such changes necessary.
- e) The admissions committee shall record all voting results. **In submitting their application, applicants acknowledge the decision of the admissions committee as binding.**
- 5. Admission of shared and Freestyle stands and of other exhibitors**
- a) Decisions on the approval of shared and "Freestyle" stands rest with the admissions committee.
A shared stand will only be approved on condition that all the applicants applying for the stand have already gained admittance to the **ART FORUM BERLIN**. The general conditions of admittance for "Freestyle" stands are as set out on the relevant application form. Note: An exhibitor may not display a "Freestyle" stand more than three times.
- b) In addition shared and "Freestyle" stands shall be admitted only if they are deemed by a majority of the admission committee to enrich the **ART FORUM BERLIN** in terms of conceptual composition.
- c) Applicants are informed that there is only a limited amount of exhibition space available at **ART FORUM BERLIN** for shared and "Freestyle" stands. Consequently, compliance with the general conditions necessary for approval does not guarantee allocation of shared and "Freestyle" stands.
- d) Applicants are informed that there is only a limited amount of exhibition space available at **ART FORUM BERLIN** for special stands by institutions and publishing companies. Decisions on possible admissions of special stands will be decided you, after gallery placement has been secured. Consequently, special stands by institutions and publishing companies are not automatically entitled to space even if they fulfil the general conditions for admittance. Timely publication thus cannot be guaranteed. Participants admitted in this category are not required to pay participation fees.
- e) Applicants are also informed that, in accordance with its goals as set out in Section I, 1, **ART FORUM BERLIN** is principally an art show for galleries. Opportunities for participation by fine art publishers, publishing companies, institutions and other non-gallery applicants are therefore limited. Fine art publishers, publishing companies, institutions and other non-gallery applicants are not entitled to inclusion in the Gallery Parcours.
- 6. Notification of committee decisions**
- a) MESSE BERLIN GmbH will notify applicants of admissions committee decisions in writing. Upon request, rejected applicants will be informed of the voting results of the admissions committee. Applicants must submit requests within 14 days of receiving the letter of refusal. MESSE BERLIN GmbH is under no obligation to consider requests received after this deadline.
- b) Decisions made by the committee in accordance with the goals defined by **ART FORUM BERLIN** (I.1), in admissions criteria (III. 4), and declared decision-making independence, are not subject to review. This does not apply to denials that are shown to be arbitrary.
- c) Applicants who believe that an admissions committee rejection is unjustified or arbitrary may file a written appeal to the admissions committee decision. Appeals must be substantiated. Appeals must be submitted to MESSE BERLIN GmbH within 14 days of rejection notification. Appeals received after this deadline will not be considered. Appeals may be submitted along with requests for committee voting results, as per Section III. 6.a.
- 7. Arbitration panel**
- a) An independent arbitration panel shall render a decision on all appeals. The arbitration panel shall consist of three members, appointed by MESSE BERLIN GmbH. Chairperson of the arbitration panel will be a judge, attorney, or notary. The other two members shall be established experts in the domestic or international art market. MESSE BERLIN GmbH shall deliver all timely appeals to the arbitration panel without delay. Arbitrators are independent and impartial, and are not subject to the opinions of MESSE BERLIN GmbH. Article III(6)(b) shall apply *mutatis mutandis* with regard to the qualitative and substantive assessments of the admission committee.
- b) Applicants shall be notified in writing of arbitration panel decisions without delay. Decisions of the arbitration panel are final and binding on the applicant, the admission committee, and MESSE BERLIN GmbH. Upon submission of an application for admission, applicants agree to the exclusive jurisdiction of the arbitration panel in all matters concerning admissions and are free to interpret regulations according to their judgement (§1031 Abs. 2 ZPO).
- 8. Vacancies**
- Should there not be enough space to accommodate all applicants or the number applicants exceeds the spaces allotted by Messe Berlin, a waiting list will be maintained. Giving due consideration to this waiting list, the admissions committee will decide, based

on written communications or telephone conversations, to allot places that become vacant to applicants not hitherto admitted – or in urgent cases, the chairman of the admissions committee will consult with an art expert/curator on the committee. If this applicant refuses this invitation to take part in ART FORUM BERLIN or fails to reply within a period to be specified, the vacant place will be offered to another applicant. This also applies if the admittance fee is not paid within the specified period.

IV. General

1. Exclusion of liability

- a) If the application for admittance to the **ART FORUM BERLIN** is rejected, galleries advisory board, admission committee and MESSE BERLIN GmbH accept no liability for expenses incurred by the applicant in respect of possible admittance.
- b) In the event of rejection, claims for damages on whatever legal grounds made by the applicant against galleries advisory board and MESSE BERLIN GmbH, their legal representatives or assistants are excluded, except inasmuch as those named have caused damage deliberately or through gross negligence. By signing the application, the applicant acknowledges the conditions of admittance and special conditions of participation of **ART FORUM BERLIN** to be binding in all their parts.

Special conditions of participation at ART FORUM BERLIN 31 October - 3 November 2008

1. Title of the event

ART FORUM BERLIN

2. Date of the event

ART FORUM BERLIN is to be held at the Berlin Exhibition Grounds from **31 October - 3 November 2008**

Professional Preview:
30 October 2008, 2.00-5.00 p.m.

Opening:
30 October 2008, 5.00-9.00 p.m.

Opening hours:
31 October - 3 November 2008, noon-8 p.m.

3. Organisers

MESSE BERLIN GmbH
Messedamm 22, 14055 Berlin, Germany
Tel.: (+49 30) 30 38-20 76 / 47 03
Fax: (+49 30) 30 38-20 60
E-Mail: art@messe-berlin.de
www.art-forum-berlin.com

4. Application for participation and confirmation of participation

You declare your intention to participate by returning the application form, completed and affixed with your legally binding signature, to MESSE BERLIN GmbH. Your written application indicates that you recognise and accept as binding the Conditions of Admission and Special Conditions of Participation.

Deadline for application: 17 March 2008
Application is only valid if the application form and the appendix to the application and other required documents are received by MESSE BERLIN GmbH no later than **17 March 2008**. Application received after this date cannot be considered.

The sending or distribution of application forms by MESSE BERLIN GmbH does not automatically confer any right to participate. Any reservations or special location requirements stated on the application form cannot be recognised as a precondition for participation. A fee of EUR€250 plus applicable VAT will be charged for processing your application to participate in ART FORUM BERLIN 2008. Applications can only be processed after this fee has been received. If your application is accepted, this amount will be credited toward payment of the participation fee.

MESSE BERLIN GmbH will notify you of the decision of the Admissions Committee at the earliest six weeks after the final applica-

tion deadline.

This written notification of admission constitutes the conclusion of an exhibitor contract with MESSE BERLIN GmbH.

In addition to the stand rental a participation fee of EUR 600.– plus applicable VAT for galleries and of EUR 300.– for fine art publishers. Exhibitors who have not paid the application fee by 7 days before the start of the event may be excluded from the fair.

5. Stand rental

Exhibitors will be charged as follows:
Stands with floor areas of 40 m², 60 m², 90 m² and 100 m² are available at **ART FORUM BERLIN** at a cost of EUR 190.–/m² for galleries.

"Freestyle Stands" have a flat rate EUR 4.000.– (incl. catalogue entry fee and AUMA fee)

This price covers the following:

- 3 perimeter walls, 350 cm high, painted white
- energy costs, flat rate
- stand signage
- lighting

The number of spot-lighting fixtures per stand is determined according to the stand's floor space, measured in square meters

- stand cleaning services
- use of the reserve storage
- exhibitor badges

The number of exhibitor passes per stand is determined according to the stand's floor space, measured in square meters.

- 5 artist badges
- Vernissage tickets
- Professional Preview tickets

An additional EUR 0.60/m² of display space will be charged in accordance with the agreements made with the Exhibition and Trade Fair Committee of German Industry (AUMA). Each part square meter will be charged in full.

Additional services

The conditions for additional services, such as additional electrical outlets and installations, lighting, built-in structures, hanging decorations, rigging from the ceiling, curtains, telephones and faxes, rental furniture, insurance, stand security, etc. are given in the Exhibitor Service Manual, which you will receive with your acceptance. The stand rental and all other payments are net prices, to which VAT will be added at the statutory rate.

VAT-Reimbursement for Foreign exhibitors

Companies may receive reimbursement of the VAT charged to them by applying to the Bundesamt für Finanzen, Aussenstelle Schwedt, Passower Chaussee 3b, D-16303 Schwedt/Oder

(Conditions, see Exhibitor Service Manual).

6. Size and location of the stand

MESSE BERLIN GmbH and the galleries advisory board will decide on the placement of the applicants who have been accepted and on the size of the exhibition areas available to each exhibitor on the basis of the exhibition space layout concept.

ART FORUM BERLIN will present a clear, alphabetically organised arrangement. Exhibitors do not have the right to demand a particular stand location.

You may not transfer the stand allocated to you or parts thereof, either gratuitously or for a charge, to third parties.

The exhibitor shall be obliged to use the stand for the duration of the contract in accordance with the Special Conditions of Participation and to keep the stand sufficiently manned at all times during normal fair hours. The organiser shall be entitled to check that the exhibitor is making proper use of the allocated stand considering the stand size and artwork exhibited and that use is in accordance with the criteria for exhibitor acceptance.

Joint stands may be approved by the organiser if a special request is submitted in writing according to clause III 5 of the Conditions of Admission. They are regarded as being one stand, although each exhibitor must pay the participation fee of EUR 600.–.

If several exhibitors are assigned to a shared stand area, they shall be jointly and severally liable to MESSE BERLIN GmbH. The exhibitors shall appoint a common representative upon application.

Exhibitors that share a stand are considered equally liable by MESSE BERLIN GmbH. Co-exhibitors must list one contact person on their application.

If no stand is unavailable due to MESSE BERLIN GmbH scheduling, exhibitors may request a refund. MESSE BERLIN GmbH is not liable for any additional damages. The organiser reserves the right to make stand alterations for important reasons up to two weeks before the start of the event.

7. Withdrawal

You may withdraw your application at any time before it has been approved.

After approval, withdrawal or reduction of the stand size is no longer possible.

The entire stand rental and the costs actually incurred shall then be payable.

Should the exhibitor fail to occupy the assigned stand, Messe Berlin GmbH is entitled to claim a compensation fee amounting to 25% of the original rental fee, even if a new tenant is found for the relevant stand.

Where another exhibitor, who has already been admitted, elects to exchange her/his assigned stand for the vacant stand space, this does not constitute a new tenancy agreement. Messe Berlin GmbH retains the right to payment of exhibitor fees. Fees which have already been paid are non-refundable. The exhibitor is, however, entitled to challenge this provision by submitting evidence that Messe Berlin GmbH has not incurred any cost or has not incurred the level of costs to the amount of the compensation fee.

MESSE BERLIN GmbH shall be entitled to swap unoccupied areas to maintain the desired overall appearance. This shall, however, not release you from your contract.

MESSE BERLIN GmbH shall be entitled to withdraw where:

- a) full rental payment has not been received by the due date given on the invoice and the exhibitor does not pay even after a period of grace has been granted;
- b) the stand is not visibly occupied in good time, i.e. by not later than 12 hours before the official opening;
- c) the exhibitor has violated the MESSE BERLIN GmbH domestic rights and continues to do so after being warned;
- d) the registered exhibitor no longer satisfies the acceptance requirements or circumstances subsequently come to the notice of MESSE BERLIN GmbH which, had it been aware of them earlier, would have resulted in the refusal to admit the exhibitor. This applies in particular in the event that bankruptcy or composition proceedings are opened against the exhibitor or in the case of insolvency. The exhibitor shall notify MESSE BERLIN GmbH immediately where such circumstances arise. MESSE BERLIN GmbH shall be entitled to claim compensation in such cases. Item 7, para. 3 of these Special Conditions of Participation shall apply mutatis mutandis.

8. Storage and subsequent delivery

A booth for storage of exhibits and packing is provided free of charge in reserve storage. All items are stored at the exhibitor's own risk. MESSE BERLIN GmbH assumes no responsibility or liability for damage to or loss of items in storage.

Subsequent delivery of large exhibition pieces must take place outside normal fair hours.

9. Technical services

Orders for stand technical services may only be placed via MESSE BERLIN GmbH and will

be given to contractors approved by MESSE BERLIN GmbH or Berliner Kraft und Licht (BEWAG) AG. Application forms giving more detailed conditions for power and water connections at the exhibition stands will be sent to exhibitors on request (see Exhibitor Service Manual)

The fair management is not responsible for losses and damages caused by failures in the power supply.

10. Acoustic performances

The noise level of all kinds of sound performances during the event should be regulated in order to avoid any disturbing of neighbouring exhibitors by the performance.

The presentations should be co-ordinated by the organiser and the other exhibitors of each hall respectively.

11. Declaration of exhibits

The exhibitor should declare his exhibits i.e. must provide for all works a short description (artist, title, year, technique number produced and price). indication of the price may be replaced by a list of prices available at the stand. The price should also be indicated in Euro. The binding prices should be fixed until 11 a.m. on the opening day of the fair.

12. Technical directives

Together with the stand approval exhibitors will receive the "Technical Directives" (see Service Manual), explaining the legal regulations and the MESSE BERLIN GmbH regulations.

These directives are part of the Special Conditions of Participation.

13. Security, insurance and exemption from liability

MESSE BERLIN GmbH assumes general supervision in the art fair halls, monitoring of outdoor areas and security at the gates. Every visitor or exhibitor in the halls must be in possession of a valid admission ticket or exhibitor badge and show this to security staff on request.

Guarding or security for individual stands or parts of stands is not included in this general supervision. It is strongly recommended that all exhibition pieces be protected and sufficient exhibition insurance acquired (see Service Manual).

Stand security staff may only be employed via MESSE BERLIN GmbH official security contractors.

MESSE BERLIN GmbH will not take out any

insurance for your stand. Neither is it liable to you for damage to or loss of exhibition pieces or stand accessories, unless it has acted out of malice or gross negligence. All thefts and damage must be reported immediately to the police, to MESSE BERLIN GmbH and to the insurance company and subsequently reported in writing as well.

The exhibitor shall be liable for all damage to persons and property caused by his stand installation, furnishings, exhibits, or by his staff or agents. The exhibitor shall be obliged to comply with all statutory, official, professional and other valid accident prevention regulations and other safety requirements during the set-up and dismantling of the stand and for the duration of the event.

14. Exhibitor set-up and disassembly

Setup times:

28 October 2008; 9.00 a.m. – 10.00 p.m.

29 October 2008; 9.00 a.m. – 10.00 p.m.

30 October 2008; 8.00 a.m. – 10.00 a.m.

Disassembly times:

03 November 2008; 8.00 p.m. – 12 midnight

04 November 2008; 8.00 a.m. – 6.00 p.m.

Reserve storage

Please place your exhibits in reserve storage to await collection. The opening hours for the reserve storage will be announced in time.

15. Exhibitor badges/installation and dismantling badges

After payment of the stand rental, you can obtain free exhibitor badges from the Fair Management Office as follows.

These exhibitor badges are valid from the start of installation to the end of dismantling. Exhibitor badges should be carried by the users at all times when on the exhibition grounds.

On issue, the name of the holder must be entered on the badge and also given to Fair Management. Badges are intended solely for the exhibitors and their staff and are not transferable. Badges are not valid for goods carriers and craftsmen. Misuse of badges may be punished by immediate expulsion. Checks will be carried out for security reasons. The Fair Management Office will supply you with complimentary installation and dismantling passes for the staff at your gallery involved only in set-up and teardown work; these passes will not be valid during the event.

16. Catalogue

A catalogue will be produced for **ART FORUM**

BERLIN. Each exhibitor shall be obliged to take one double page for the **price of EUR 300.–** plus applicable VAT.

The publishing company producing the catalogue will inform you well ahead of time of the deadline for submitting the material to be printed.

Each exhibitor will receive one copy of the catalogue.

17. Domestic rights

MESSE BERLIN GmbH shall exercise the domestic rights on the entire exhibition grounds during installation, the exhibition period, and dismantling.

18. Non-written agreements

Oral agreements going beyond the scope of this contract shall only be binding when confirmed in writing.

19. Data privacy

MESSE BERLIN GmbH shall store the data provided by you using automatic equipment and in compliance with Art. 23 of the German Data Privacy Act.

20. Force majeure, exclusion of exhibitors

In the event of force majeure or other compelling reasons, MESSE BERLIN GmbH and supporting association shall be entitled to postpone, shorten or extend the art fair. In such exceptional cases, the exhibitor shall have no right of withdrawal or claim to damages.

Exhibitors who violate the event regulations may be excluded by Fair Management with immediate effect. They shall be liable for the full sum of the stand rental and all ancillary charges.

21. Place of fulfillment and legal venue

The place of fulfillment and legal venue for all mutual obligations shall be Berlin. The contracts with you shall be governed solely by the German version of the provisions and by German law.

General Terms of Business for Trade Fairs and Exhibitions organised by Messe Berlin General Regulations

General Regulations

1. Applications
2. Joint Exhibitors
3. Conclusion of the Agreement
4. Allocation of Stands
5. Exhibits
6. Terms of Payment
7. Liability, Insurance
8. Withdrawal from the Contract
9. Force Majeure
10. Workers' and Exhibitors' Passes
11. Photographs and Film, Video and Sound Recordings
12. Advertising
13. Official Approval, Legal Regulations, Technical Guidelines
14. Regulations for the Maintenance of Order

Stand Construction

15. General Regulations, Deadlines
16. Stand Design

Other Services

17. Exhibitors' Service Folder
18. Security Cover, Cleaning
19. Technical Installations
20. Photography
21. Catering Services
22. Federal Data Protection Act (BDSG)

Concluding Regulations

1 Applications

1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the form marked "Application Form". This form should be completed carefully and should include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with Messe Berlin, to which the exhibitor is committed until the commencement of the event.

1.2 Details of the Contract

The main sections of the contract are

- a) the Application Form,
- b) the Special Conditions of Participation,
- c) the Regulations as contained in the Exhibitors' Service Folder,
- d) the General Terms of Business.

Where there is conflict between these various regulations they shall apply in the order listed above.

1.3 Conclusion of the Contractual Regulations

By signing the stand application the exhibitor recognises as binding the Terms of Business and Conditions of Participation, as well as the Regulations contained in the Exhibitors' Service Folder. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their number in their application who will be authorised to negotiate with Messe Berlin on their behalf.

The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to Messe Berlin.

3 Conclusion of Contract

3.1 Confirmation of Order

Messe Berlin will confirm its decision to accept an offer with a written confirmation of order (acceptance of the exhibitor and the exhibits for which application has been made).

3.2 Restrictions on the Exhibitor and Exhibits

If relevant grounds exist, and in particular if there is insufficient space, Messe Berlin may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event. This also applies to exhibits.

3.3 Deviations from the Application

If Messe Berlin accepts the application for display space or for exhibits, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

4 Allocation of Stands

4.1 Principle

In allocating the stand Messe Berlin will take into account the subject and the way in which a particular event is subdivided, as well as the space that is available. Messe Berlin will endeavour to meet specific requirements for stand locations wherever possible.

4.2 Changes to Adjoining Stands

The exhibit should accept that changes may take place in the situation on other stands at the beginning of the event, compared with the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

4.3 Exchanging Stands or Transferring them to Third Persons

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless agreement has been reached with Messe Berlin.

5 Exhibits

5.1 Removal, Exchange

Only the agreed exhibits may be displayed. Furthermore they may only be removed subject to the approval of Messe Berlin. Exhibits may only be replaced by other items if written agreement has been obtained from Messe Berlin, and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

5.2 Exclusions

Messe Berlin is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of non-compliance, Messe Berlin is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

5.3 Direct Sales

Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations. The Exhibitors' Service Folder contains further details.

5.4 Protection of Copyrights and Patents

It is the responsibility of the exhibitor to ensure that copyrights and other industrial patents exist for his exhibits. A six month period of protection from the beginning of an exhibition for the protection of the inventions, samples and trademarks will only become effective if the Federal Minister of Justice has published the relevant announcement in the Bundesgesetzblatt (Federal Law Gazette).

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General Regulations

1. Applications
2. Joint Exhibitors
3. Conclusion of the Agreement
4. Allocation of Stands
5. Exhibits
6. Terms of Payment
7. Liability, Insurance
8. Withdrawal from the Contract
9. Force Majeure
10. Workers' and Exhibitors' Passes
11. Photographs and Film, Video and Sound Recordings
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Stand Construction

15. General Regulations, Deadlines
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Other Services

17. Exhibitors' Service Folder
18. Security Cover, Cleaning
19. Technical Installations
20. Photography
21. Catering Services
22. Federal Data Protection Act (BDSG)

Concluding Regulations

1 Applications

1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the form marked "Application Form". This form should be completed carefully and should include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with Messe Berlin, to which the exhibitor is committed until the commencement of the event.

1.2 Details of the Contract

The main sections of the contract are

- a) the Application Form,
- b) the Special Conditions of Participation,
- c) the Regulations as contained in the Exhibitors' Service Folder,
- d) the General Terms of Business.

Where there is conflict between these various regulations they shall apply in the order listed above.

1.3 Conclusion of the Contractual Regulations

By signing the stand application the exhibitor recognises as binding the Terms of Business and Conditions of Participation, as well as the Regulations contained in the Exhibitors' Service Folder. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their number in their application who will be authorised to negotiate with Messe Berlin on their behalf. The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to Messe Berlin.

3 Conclusion of Contract

3.1 Confirmation of Order

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6 Payment Conditions

6.1 Date when Payment becomes Due

According to the confirmation of order, the stand rental is up until the Messe Berlin bank accounts listed on the invoice. These payments must be made within the time period specified in the special conditions of participation and be annotated with the invoice and customer number. The amounts are due for payment at the time the invoice is issued. A final invoice will be sent after the event ends.

6.2 Transfer of Claims, Offsetting Claims Claims against Messe Berlin are not transferable.

Claims may only be offset in the case of uncontested counterclaims or counterclaims which have been ruled valid.

6.3 Objections

Objections to invoices will only be considered if submitted to Messe Berlin in writing within 14 days following issue of the invoice.

6.4 Hirer's Rights of Lien

In order to secure any claims it may have, Messe Berlin shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. Messe Berlin is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

7 Liability, Insurance

7.1 Messe Berlin assumes full liability for all damages resulting from intention or gross negligence on the part of Messe Berlin, its legal representatives or managing staff.

7.2 Messe Berlin is fundamentally liable for damages caused due to gross negligence on the part of assistants employed by Messe Berlin. This liability is limited to damages that are generally associated with this type of contract.

7.3 Messe Berlin is fundamentally liable for every breach of contract with regard to major contractual obligations. Major contractual obligations are defined as those that are vital to achieving the objectives of the contract (cardinal obligations). For breaches of cardinal obligations, provided they do not fall under Section 7.1, liability is limited to damages that are generally associated with this type of contract.

7.4 The limits of liability according to Paragraphs 1 through 3 do not apply to liability for insufficient warranted quality, liability according to German product liability laws, and liability for loss of life, limb, or health.

7.5 Messe Berlin is not liable for preexisting deficiencies associated with rented space and equipment (guarantee liability), regardless of fault.

7.6 The exhibitor is liable in accordance with legal regulations. It is recommended that exhibitors carry sufficient insurance. For further details, see the Exhibitor's Service Folder.

8 Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Messe Berlin

8.1 Cancellation, Non-participation on the Part of the Exhibitor

The full stand rental charge shall still be payable if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another lessee can be found for the stand, Messe Berlin retains the right to demand 25% of the invoiced stand rental charge from the original lessee to cover costs. The full stand rental must be paid when Messe Berlin GmbH rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/nonparticipation.

The lessee retains the right to submit evidence to prove that no such costs were incurred by Messe Berlin, or that they were lower than stated. The right to assert additional claims remains unaffected.

8.2 Withdrawal by Messe Berlin

Messe Berlin is entitled to withdraw under the following circumstances:

- a) if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;
- b) if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours of the official opening;
- c) if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d) if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance,

or if Messe Berlin subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation. This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. Exhibitors are required to inform Messe Berlin immediately in such circumstances. In that cases, referred to above, Messe Berlin is entitled to claim damages. No. 8.1 may be applied accordingly.

9 Force Majeure

9.1 Cancellation of the Event

If Messe Berlin is prevented from holding the event for reasons outside its own control or that of the exhibitor, all claims to the stand rental become void. However, Messe Berlin may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

9.2 Rescheduling of the Event

If Messe Berlin is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases claims for payment of stand rental no longer apply.

9.3 For Events that have Already Commenced

If Messe Berlin is obliged to shorten or cancel an event that has already begun, as a result of force majeure, exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

10 Workers and Exhibitors Passes

10.1 Workers' Passes

Exhibitors will be supplied free of charge with passes for themselves and for any auxiliary staff employed during construction and dismantling. These will only be valid during construction and dismantling periods, and do not entitle the holders to enter the Exhibition Grounds during the event itself.

10.2 Exhibitors' Passes

Exhibitors will receive a limited number of special passes valid for the duration of the exhibition or fair, for use by themselves and their employees, and entitling them to admission free of charge. Additional details can be found in the conditions of participation.

10.3 Regulations Applying to Both Types of Passes

Passes are issued in the holder's name, or must be filled in correctly by the holder, who should also sign them. They are not transferable and are only valid in conjunction with an official ID document. In cases of misuse the passes will be withdrawn without compensation. In the case of joint participation by a number of exhibitors, only the authorised exhibitor will receive the required passes. Additional passes are available, for which a charge will be made.

11 Photographs and Film, Video and Sound Recordings

Messe Berlin is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained.

This also applies to photographs or recordings made directly by the press or television with the approval of Messe Berlin.

12 Advertising

12.1 Scope

Advertising of all kinds is permitted but only within the stand hired by the exhibitor, on behalf of the exhibitor's own company, and only for exhibits manufactured or distributed by the exhibiting firm.

12.2 Approval

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of Messe Berlin. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

13 Official Approval, Legal Regulations, Technical Guidelines

In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with GEMA (performing rights) regulations, as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements.

This also applies in particular to the "Law on technical equipment" (Gerätesicherheitsgesetz).

Moreover, exhibitors must observe the "Technical Guidelines" as specified in the Exhibitors' Service Folder, in particular with regard to the regulations contained therein relating to stand construction and design, and the extensive safety regulations also specified in this folder.

14 Regulations for the Maintenance of Order

14.1 Domiciliary Rights

During the event exhibitors are subject to the domiciliary rights of Messe Berlin, which apply throughout the Exhibition grounds. Exhibitors must comply with instructions given by employees of Messe Berlin, who will prove their identity by means of an appropriate identification document.

14.2 Parking Spaces

Efforts will be made to meet exhibitors' specific requirement regarding parking on the Exhibition Grounds. However no automatic rights exist to a parking space.

14.3 Access to the Exhibition Grounds

Vehicles which do not have the correct authorisation or a document entitling them to park within the Exhibition Grounds will not be allowed access to the grounds during the event. Regulations pertaining to the delivery of goods and other items are covered by the conditions of participation.

14.4 Leaving the Grounds

Exhibitors and accompanying persons must leave the halls within one hour following the official closing time each day, and all vehicles must leave the grounds by this time. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits.

14.5 Miscellaneous

No animals are permitted on the Exhibition Grounds. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

14.6 Environmental Protection

Exhibitors are required to make every effort to protect the environment. In this respect they should also observe the Environmental Guidelines of Messe Berlin which are enclosed with the Exhibitors' Service Folder.

15 General Regulations, Deadlines

15.1 Deadlines

The construction and dismantling periods will be specified in the Special Conditions of Participation.

15.2 Construction, Services for Exhibitors

The Exhibitors' Service Folder contains a list of services available from MB Capital Services GmbH, a division of Messe Berlin, regarding planning, construction and design of standard and individual stands.

15.3 Dismantling

a) Clearance Passes

A clearance pass must be shown before exhibits can be removed at the end of the exhibition or trade fair. Such passes will only be issued and made available to the stand occupant if the stand rental invoice has been paid in full.

b) Dismantling Period

Stands may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling period. On expiry of this period Messe Berlin is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. Messe Berlin will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. Messe Berlin is entitled to impose on exhibitors to cover any expenses thus incurred (No. 6 Item 4).

16 Stand Design

16.1 Authorization Certificate

Exhibitors with groundlevel, singlestorey stands without roofs are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. Any other type of stand, mobile stand, or special constructions require approval. Construction plans (floor plan and front view) must be submitted in duplicate to Messe Berlin for approval. Complete details can be found in the Exhibitor's Service Folder.

16.2 General Appearance

The exhibition stand must comply with the overall plan for the exhibition. Messe Berlin reserves the right to prohibit construction of unsuitable or inadequately designed stands.

16.3 Stand Equipment and Fittings during the Hours that the Event is Open

The stand must be correctly equipped and furnished, and staffed by competent person-

nel throughout the duration of the fair or exhibition, between the stipulated opening times.

16.4 Penalty Clause

If the exhibitor fails to comply with the regulations as stated above (No. 16, Item 2, 3), Messe Berlin is entitled to impose a penalty of Euro 500.00 per day if its instructions and warnings are not heeded.

17 Exhibitors' Service Folder

Together with the confirmation of order exhibitors will be supplied with the Exhibitors' Service Folder, containing information about the following:
Technical guidelines, technical equipment standards in the halls, installations, stand constructions, design and furnishing, as well as about other services at trade fairs provided by MB Capital Services GmbH, insurance, PR work, the catalogue, room reservations and other services. It also contains the necessary forms.

18 General Inspection, Cleaning

- a) Messe Berlin will provide security cover for the halls. However, it will only be liable for damages in the case of gross negligence. Security cover for the exhibition stand itself is a matter for the exhibitors. They are advised to take out appropriate insurance cover against such risks. During the night valuable and easily removed items should be securely locked up. Private security staff to guard the stands during the nighttime may only be employed subject to written agreement by Messe Berlin.
- b) Messe Berlin will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to the opening of the event.
- c) If the exhibitors do not employ their own personnel, stand cleaning and security must be arranged through the relevant company appointed by Messe Berlin.
- d) The exhibitor or his appointed stand constructor are responsible for disposing of any waste materials resulting from their work. In this respect the rules laid down in the environmental guidelines in the Exhibitors' Service Folder must be observed.

19 Technical Installations

Regular supplies of electricity, water, gas and telephone services, along with other services in the halls, will be provided by companies authorised by Messe Berlin. Further details are contained in the conditions of participation.

20 Photography

The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies thus authorised by Messe Berlin and in possession of the appropriate pass. Such authorisation also applies prior to and after the daily opening hours of the event. No other photographers or production companies will be permitted access to the Exhibition Grounds. Information on this matter can be obtained from the MB Capital Services GmbH.

21 Catering Services

Catering services are provided exclusively by Capital Catering GmbH,
Messedamm 22, 14055 Berlin,
Telephone +49 (0) 30 / 30383914.

22 Data Protection

The exhibitor expressly agrees that Messe Berlin may store, process, or disseminate personal information – including electronically processed data – for business purposes in accordance with German data protection laws.

The exhibitor expressly agrees that Messe Berlin may store, process or disseminate business information – including electronically processed data – as long as necessary to achieve the objectives of Messe Berlin or its affiliates, or to fulfill any other justifiable needs.

23 Concluding Regulations

23.1 Changes and Amendments in Writing

Any changes to the contents of this agreement (No. 1 Item 2), and ancillary agreements, are only legally binding if they have been confirmed in writing by Messe Berlin.

23.2 German Law

The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the Federal Republic of Germany.

23.3 Place of Performance and Venue

Place of fulfillment is BerlinCharlottenburg. If the defendant is a businessman or a legal entity in the public domain, or if the defendant has no general place of jurisdiction within Germany, the place of jurisdiction is BerlinCharlottenburg or the defendant's own place of jurisdiction.

23.4 Statute of Limitations

Claims by exhibitors against Messe Berlin expire after 6 months if not precluded by cogent legal regulations.

23.5 Redemptory Clause

If any individual provisions in these conditions of participation become void, this shall not affect the validity of the other regulations. The void provision should be altered in such a way as to fulfil the intended purpose.