

TEXTILE ART BERLIN 2020

GENERAL CONDITIONS FOR PARTICIPATION

These conditions for participation are a binding part of the written and oral agreements between the participants and the organiser – they also apply to groups without individual registration of their members. Exceptions as well as verbal agreements deviating from these Conditions for Participation and Exhibition need to be confirmed in writing.

The Conditions for Participation will be accompanied by the annually published *Application for Participation and Registration Newsletter* as well as the forms for individual aspects as exhibitions, sales stands, workshops, photos, visitor gifts etc. In these documents you will find a lot of practical information formerly included in the *Conditions for Participation*. For the sake of clarity, they are published separately.

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1 AIMS, GENERAL ORGANISATION

TEXTILE ART BERLIN is a professional textile art event for the general creative public. It offers a sales stands, exhibitions, workshops, films, lectures and fashion shows. The aim is not only to present textile artists, it is also a cooperative effort to set up a well-respected forum for textile art in Berlin.

In the focus of interest are the textile artists who create their own designs and unique handmade objects (see also 4.2. "Labelling requirements and copyright"). Participants are chosen solely based on the quality of their work or goods. For this reason, the organiser also accepts participants who do not earn a living (mainly) from selling their art works.

Individuals and companies selling exclusive materials and tools will also take part in the fair. The organiser reserves the right to make the final decision regarding participation. Any recourse to courts of law is excluded.

1.1 Organiser

The fair is organized by *Galerie in der Victoriastadt* – **which is responsible for the development, the selection of the participants and the organization** – in cooperation with PHORMS Campus Berlin-Mitte.

- **Galerie in der Victoriastadt**, Türschmidtstrasse 12, 10317 Berlin, Germany

Phone: +49 (0) 30 / 3 05 32 38,

Fax: +49 (0) 30 / 30 5 48 00,

E-Mail: info@textile-art-berlin.de, www.textile-art-berlin.de,
www.textile-art-magazine.com

Contact: Nathalie Wolters

1.2 Responsibilities

The Organiser delegates the preparation and implementation of individual aspects of TEXTILE ART BERLIN to the curators. These individuals are to see to it that the participants or visitors in their field of responsibility are sufficiently informed about the relevant parts of the conditions for participation. The organiser reserves the right to make the final decision in all cases of doubt. The members of the TAB-team will be introduced in a newsletter or in the printed programme, as required.

1.3. Venue

The venue will be announced in the *Application for Participation and Registration Newsletter*, published annually.

1.4 Opening hours for visitors, ticket prices

The opening hours and ticket prices for the **fair, exhibitions and fashion shows** will be announced in the *Application for Participation and Registration Newsletter*.

1.5 Setting up and dismantling the stands and exhibitions

The times for setting up and dismantling the **stands and exhibitions** will be announced in the *Application for Participation and Registration Newsletter*.

2. FAIR – EXHIBITION – EDUCATION

The organiser is responsible for the allocation of stands and the placement of the exhibits. Decisions will be taken based on the overall concept and in the order of confirmed registrations. Requests for a special positioning of stands or exhibits will be taken into account as far as possible – if the organiser has been notified of this request at the time of the registration. There is no legal right to a special space.

The organiser can change the size and the position of the allocated space. Should that become necessary in exceptional cases, the organiser will notify the participant without delay. If the modification entails a different stand charge, the charge will be reviewed and calculated on the new basis.

2.1 Fair, sales and info stands

2.1.1 Size of the stands, stand furniture

The organiser provides the stands in the size the participants have specified in the registration form. The organiser is also responsible for returning the gyms and classrooms to their original state. Usually the stands in the gyms are either positioned against a wall

or in the centre of the hall with a movable rear wall. Ordinarily, the depth of the stands including tables is approx. 2 m.

Please indicate the precise desired size of your stand on the respective form. **When setting up your stand please strictly keep to the room plan you have been given. Encroachments into the space of neighbours who have not yet arrived will be removed immediately and completely** – even if the neighbour concerned is willing to compromise or if you will have to rearrange your stand completely.

2.1.2 Stand design

The design and the equipment of the stands are the responsibility of the participants, but may not affect neighbouring stands and exhibits of other participants. The placement of displays etc. outside of the stand requires the express prior consent of the organiser. **The name and address of the exhibitor must be clearly recognizable** (a “shop sign”, size 210 mm x 297 mm, will be provided by the organiser).

Escape routes and fire protection devices must be kept clear at all times. Cables must be secured to avoid trip hazards. There is no electricity supply in the gyms.

2.1.3 Forbidden activities

No raffles, auctions, advertising activities or surveys among the participants or visitors are permitted in the exhibition building and on the premises of the school.

Catering for visitors without prior registration is not permitted.

Catering will be provided by the school canteen and other vendors. Students will sell non-alcoholic beverages.

2.1.4 Pricing by participants

No industrial mass products or cheap imports will be on sale at the fair. The participants are responsible for the pricing of their products. Advertising with special offer products is not welcome. “Remnants”, “end of the line stock” and other bargains are to be sold like normal goods.

2.2 Exhibitions

Types of exhibitions:

1. **General exhibition of individually registered artists – “solo exhibition”**, curated by the organiser. Restrictions result especially and necessarily from the space available. The exhibitions will be shown mainly in the class rooms on the 3rd and 4th floor and in the corridors; however, stands or workshops in the vicinity have to be considered. After allocation of a certain space by the curator, the artists can hang their works themselves.

2. **Group exhibitions:** In agreement with the organiser, a group or a special curator can take care of the selection of the participants and the design of the exhibition.

The savings scheme for group exhibitions offers **an entry in the printed programme** and on the website (see 3.1. Flat charge for advertising).

3. **The organiser can stage or invite to thematic exhibitions and one-off events.** The conditions for participation are subject to individual agreement.

Participants of these exhibitions will be personally contacted by the organiser or curators.

For each exhibition a separate page will be set up on the website comprising a short text, links to other pages of the participants and a maximum of two to four photos of objects.

2.3 Education

2.3.1 Workshops

As a rule, only participants of the TAB (stand, exhibition) may hold workshops. In all other cases teachers have to pay the flat-charges for advertising, cleaning and running costs. For the

exclusive use of a room for one or two entire days the price is the same as for an exhibition.

For each workshop a page with a standardized text (name of the teacher, title and description of the workshop, information on the teacher, time and place of the workshop, address of the teacher) will be set up on the website. If requested links to websites of the teacher and up to two photos can be included.

Visitors interested in participating in workshops shall personally contact the respective teachers for registration and in case of questions. Teachers manage registrations on their own. A registration is valid only after receipt of the workshop fee by the teacher. TAB is not financially involved.

2.3.2 Lectures

Lectures are free for visitors. Lecturers receive no payment. If requested an individual page is set up on the website containing a short résumé of the lecture and up to two photos.

2.4 Other activities

2.4.1 Fashion shows

The design and staging of the shows (sound, lighting etc.) are the responsibility of the fashion show organiser who also collects the entrance fees and the charges to be paid by the participants of the show.

The organiser is responsible for obtaining GEMA permission and paying the GEMA fees. He/she also deals with dividing the charges among several fashion shows. He/she is responsible for all organisational questions.

For each show a page will be set up on the website comprising a short text, links to other websites of the participating artists and up to two photos per person (charges see § 3.3)

2.4.2 Films, videos and music shows

Films, video and music shows of the participants require prior written consent of the organiser. Participants are responsible for obtaining GEMA permission and paying the GEMA fees.

2.4.3 Visitors' flea market

A flea market allows visitors to sell objects related to the textile arts. The market will be open at the same times as the fair. Each participant can order one table (140 x 80 cm) for a fee of 75 Euro/. This price includes free entry on both days of the fair.

Please note that flea market participants need to **register with the organiser before 31 March 2020**.

2.4.4 Visitor gifts action

A visitor gifts action will take place with donations from the participants and many small prizes provided by the Galerie in der Victoriastadt.

The amount of the donation for the art section of the school is dependent on the number of donations by the participants.

2.5 Website

For each participant paying the advertising fee a page will be set up on the website. For all details see 3.1. Flat rate for advertising. **Regarding photos for the website please observe the deadlines!**

2.6 Cleaning

The participant shall ensure that all rooms and corridors for stand, workshops and mini workshops are handed over swept clean.

Rubbish and decorations must be removed from the premises without exception as the rubbish bins of the schools do not have sufficient capacity.

The organiser is responsible for cleaning the premises before and after the fair. Participants are charged a cleaning fee.

3. CHARGES / PAYMENTS / DISCOUNTS

The costs of TEXTILE ART BERLIN are shared fairly among the participants in the form of a lump sum charge.

The applicable charges will be published in the *Application for Participation and Registration Newsletter*.

The following information is binding. However, the organiser can make exceptions in individual cases – e.g. the activities of pupils and students are generally free of charge.

Full payment of the invoice is a prerequisite for the inclusion in the list of participants and the binding reservation of the requested space, inclusion in the printed programme and later taking over the allocated stand and receipt of the participant passes.

Charges are subject to the statutory German value-added tax. Tiered pricing applies depending on the date of the registration. The discount mentioned only applies if the invoice is paid within 14 days after receipt of the invoice (date of postmark or bank transfer). For deadlines see the *Application for Participation and Registration Newsletter*.

3.1. Flat rate for advertising

As a rule, we charge each participant a flat rate for advertising, i.e. the entry in the printed programme and the “personal” page on the website with up to two photos. The flat rate for advertising also pays to produce extensive promotional material (ads, printing of folding cards, flyers, posters, professional distribution, email spotlights etc.)

The flat rate applies to all participants, even for those who have missed the deadline for the printed programme. The entry in the **printed programme** includes the first name, the last name, the name of the company or the group of artists, plus the postal or billing address, telephone and fax number, e-mail and web address and a short text of up to 180 characters. Additionally, we publish up to two photos of objects plus captions (name, first name, year, title or object, material/technique, name of the photographer) on the **website**. For exhibitions (2.2), workshops (2.3.1), lectures (2.3.2) and fashion shows (2.4.1) additional pages will be set up if needed.

Savings scheme for group exhibitions: Artists working together closely for the production and sale of products and recognized larger groups, which curate and hang their own exhibition or prefer to hire a joint stand, waive their right to an individual entry in the printed programme and an individual page on the website. They will pay an individual fee, but the flat rates for advertising, running-costs and cleaning has to be paid just once for the whole group. In these cases, the participants need not register individually. One member of the group will take over the responsibility for all organisational work.

The organiser accepts no responsibility for faulty or incomplete entries. Claims for damages are excluded.

3.2. Organisational costs

Organisational costs are caused by the organisation of the fair, i.e. applications for participation, registration, opening, running and dismantling the stands and exhibitions.

For practical reasons the charges for **sales and info stands** are calculated based on linear meters. This is also the basis for charges for whole rooms.

For participants of exhibitions a special low “exhibition rate” applies. The number and size of the exhibited objects shall be discussed with the organiser. This also applies to three dimensional objects and installations.

3.3 Fashion shows

All participants of TAB can take part in the fashion shows. This also generates positive publicity for their products.

As a rule, the fashion show organiser stages the show with unique pieces of the designers. Her own models will be available. She is also responsible for the light and sound technique as well as GEMA fees.

Participants who, in agreement with the responsible organiser, stage their own fashion show, pay a charge per outfit the amount of which is determined by the organiser. See also 2.4.1.

3.4. Running costs and cleaning flat charges

These flat fees are charged for the usual running costs and professional cleaning.

4 APPLICATION FOR PARTICIPATION, REGISTRATION, WITHDRAWAL

The organizer strives to continually expand the event and to increase quality and variety of the fair. For this reason, new applications for participation are very welcome. If you have never visited TEXTILE ART BERLIN we recommend that you extensively browse the website to get an accurate impression of the context.

New applications for participation must be submitted in writing and include the name and complete address of the exhibitor. Please also submit a portfolio with between four and eight photos of current representative works and a short cv. The documents can be submitted by e-mail or post. If you would like the organiser to send back your portfolio, please include an envelope and an international reply coupon.

If we accept your application for participation we will send you an individual registration form declaring our acceptance of specific works/goods – which also addresses some practical questions. There is no legal entitlement to acceptance after submission of the application documents. We will get in touch with you if we cannot accept your application for participation.

We recommend applying for participation at an early stage, so that you can take advantage of the early-bird rate.

4.1. Registration

Participants accepted by the organizer automatically receive their personal registration forms. We request a **binding registration** with the forms provided **within the established deadlines!**

Spaces will be reserved in the order in which the registrations are received. With the signed registration form the participant accepts the conditions for participation and exhibition as well as any restrictions regarding exhibits or goods. The participant undertakes to comply fully with relevant labour and trade legislation.

With the application forms you will receive a **special leaflet regarding photos**. We request the timely submission of good photos (if possible in digital format) for promotional and press purposes and print media.

The participant guarantees that regarding the photos there are no restrictions based on third party rights. **For legal reasons photos without mention of the photographer will not be published.** The selection of photos is made solely by the organiser. Participants have no legal claim to publication.

Reception of the invoice signifies acceptance by TEXTILE ART BERLIN – this acceptance is final, however, only after the invoice amount has been credited to our account.

Objections to the invoice must be submitted in writing within 14 days. We will not accept complaints submitted at a later stage.

If the prerequisites for acceptance are not met or are no longer met, acceptance may be withdrawn. This applies if artists substantially change the choice of exhibits or offered goods without notifying the organizer.

4.2. *Labelling requirements – copyright*

As TEXTILE ART BERLIN is an artist-centred event, **all** authors of exhibits or offered goods must be clearly identifiable by the visitors. Adequate labelling must be ensured. Exhibits/goods of other producers have to be marked with their name (does not apply to items like antiques etc.).

Artists guarantee with their signature on the registration form that the works offered are based on their own design and that they hold the full copyright. More or less free copies of models (e.g. colour variations) of other authors are not acceptable. In this case the items concerned can be removed from the stand or the stand can be shut down without compensation.

4.3 *Subletting*

The organizer reserves the right to decide all questions of acceptance of participants. Participants are not allowed to sublet their stands to third parties in whole or in part, to swap or move stands. If several participants would prefer to share a stand, the organizer must give its written permission.

4.4. *Badges for participants and helpers*

Upon arrival at the school, each participant is handed a free personal badge that is not transferable to third parties. Additional badges can be requested for permanent **helpers** of sales and info stalls. We will provide one helper badge per 2.5 linear stand meters (see *Application for Participation and Registration Newsletter*).

No registration is needed **for helpers for the set-up and dismantling of stands, as** they will be on the premises outside the opening hours for the public only.

4.5. *Withdrawal*

Withdrawal is possible without restriction up to the time of the dispatch of the invoice by the organiser.

After dispatch of the invoice a release from the contract is no longer possible. The participation fee must be paid in full.

If the organiser or participant is able to re-let the stand or exhibition space to another exhibitor, a flat charge of 50 % of the invoice will be applied for incurred costs. The substitute suggested by the participant needs the assent of the organiser.

Eight weeks before the date of the fair, any claim of the withdrawing participant expires.

5. PRESS AND PUBLIC RELATIONS

The organiser is responsible for press and public relations for the fair. Folding cards for initial information, flyer, programmes and posters will be printed. Furthermore, printed advertisements will be run and articles published in specialist periodicals, event programmes and the local press. A large internet presence will also promote the fair. Each year we enter new media partnerships.

The participants should engage in intensive promotion as well. On the registration form they can order the required quantity of printed material from the organiser free of cost. (Deadlines see the *Application for Participation and Registration Newsletter*).

5.1 *Photos, films, videos*

Visitors are allowed to take photographs for private purposes. We ask that participants clearly indicate if they do not wish photographs of their stand or exhibition to be taken. The organiser and members of the press and television media (press card required!) are entitled to take photos and make films or videos of the event or the exhibited objects and use them for press and advertising purposes.

6. SECURITY, LIABILITY, INSURANCE

6.1 *Security*

The participants are responsible for guarding their stands during set-up, dismantling and the opening hours.

Outside the opening hours, the premises are locked.

6.2 *Liability and insurance*

The organiser does not accept any liability for theft or damage to exhibits, sales stands or stand equipment or for consequential damage. This disclaimer of liability applies despite the security measures of the organiser or the electronic security service.

Participants are liable for any damages culpably caused by themselves, their staff, commissioned third parties or third parties whose services they are using for the purpose of fulfilling their obligations. The organizer recommends taking out a special exhibitor and liability insurance.

6.3 *Force majeure, cancellation of the event*

The organizer has the right to postpone, shorten, extend, cancel or temporarily or permanently close the fair or parts thereof should unforeseen events such as force majeure, natural disasters, war, terrorism, unrest, strikes, and traffic and/or communication breakdowns or interruptions or official orders make such measures necessary. Should the event be postponed, shortened, extended or closed, the exhibitor may not claim any damages that may result. The obligation on the part of the exhibitor to pay the stand rent and costs initiated as a result of his registration shall remain applicable in such cases.

The same applies if the event or parts thereof are postponed, shortened, cancelled or temporarily or permanently closed for other reasons that are beyond the control of the organiser.

6.4 *Severability clause*

If any of these terms and conditions become invalid or unfeasible, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law. In this case all parties will be obliged to substitute the invalid or unfeasible regulations with other valid and feasible regulations, which come closest in sense and purpose to the regulations to be replaced. The same applies in the case of omissions from these conditions for participation and exhibition.

6.5 *Place of performance and jurisdiction*

Berlin is the sole place of performance and jurisdiction.

6.6 *Data privacy protection*

Please consult <https://www.textile-art-berlin.de/datenschutzerklaerung>