

Return to:

the fair agency gmbh | Agentur für Messedienstleistungen
Neumarkter Str. 34 | 81673 München | Germany
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personal@the-fair-agency.com

Exhibitor	Hall / Stand no.	Outdoor exhibition area / Block
VAT no.	Contact	
Street / P.O.Box	E-mail	
Country / Town / Postcode	Tel. with area code and ext.	Fax with area code and ext.

the fair agency gmbh provides you with trained and committed personnel for your presence at trade fairs/exhibitions/congresses. Our staff is flexible and has event experience. We put your ideas into practice and support you in your preparation and execution of the event with targeted staff deployment.

Our services in detail

- planning and organisation of personnel training
- advice on the implementation of your ideas
- selection of personnel in accordance with your requirements based on file cards
- supply of individual, customized rental clothing
- you can contact us via our service hotline at any time during the event (24 hrs)
- on request, assumption of full project management on site

We would be pleased to provide you with a non-binding quotation for

Hostesses/Hosts/Service staff

Male Female Number of persons _____ Age approx. _____

Duties

- Information Promotion Meet & Greet
 Service Kitchen VIP care
 Other (please specify) _____

Interpreter/Translator (bookable for half day/full day only)

- Professional interpreter (simultaneous/consecutive)
 Conversation interpreter (native speaker/language student)

Language skills required

- German English French
 Italian Portuguese Spanish
 Other language _____

Deployment times (including breaks)

- Briefing on day prior to trade fair necessary (usually approx. 1 hour)

On the trade fair days

First day	from	to	no. of hours
Subsequent trade fair days except last day	from	to	no. of hours
Last trade fair day	from	to	no. of hours

Type of clothing required

- Standard (trouser suit/costume in black, white blouse or red top with neckerchief)
 Clothing to be supplied by the exhibitor
 Rental uniforms or rental clothing

please specify _____

Notes

This is a non-binding **enquiry form**.

Based on the requirements listed above, we will draw up a specific quotation within 3 working days and propose suitable personnel via file cards. Any contract agreed is concluded between the exhibitor and Messe München GmbH's contracting company following confirmation of quotation.

the fair agency gmbh supplies personnel in accordance with the provisions set out in the German Employment Agency Act. The prices charged include the social security deductions and taxes required by law. The service provision agreed is checked regularly during the trade fair. Should staff members supplied for the duration of the fair be unavailable due to illness, they will be replaced at no extra cost.

Place / date

Company stamp and legally binding signature of exhibitor

■ Terms of Booking for exhibition hostesses and event professionals

§ 1 General – area of application

1. Our Terms of Booking (TB) apply exclusively. Terms to the contrary or others deviating from our terms will not be recognised unless the agency has explicitly confirmed their validity in writing. Our terms (TB) apply even if we provide our services in the knowledge that the ordering party's terms are contrary to or deviate from our terms.
2. All agreements deviating from our terms concluded between ourselves and the ordering party for the purpose of carrying out the given order are valid only if they have been set out in writing and signed by us in a legally binding manner. Any alterations to the original booking, additional agreements and/or bookings must be made in writing and signed in a legally binding manner in order to be valid. Our Terms of Booking also (TB) apply to all future transactions between ourselves and the ordering party.

§ 2 Quotation and bookings

1. The validity of our quotes is generally limited to 4 weeks, but can be extended up to the commencement of the deployment concerned or even reduced depending on the nature of the scheduling, given mutual consultation and approval between the contracting parties.
2. By booking of the services offered, the booking party declares to be in explicit and unconditional agreement with the description of the services and the general terms underpinning the quote as well as in acceptance of our terms of payment, prices, and the Terms of Booking set out here.
3. In order to be valid, the booking must be placed in writing with a legally binding signature. A quotation dated and countersigned by the booking party with an authorized signature is considered legally valid. In addition to the personal handing over of the booking and delivery by post, order placement by fax is also considered an acceptable means of transmission. Bookings placed via the Internet are recognised only to the extent that they include the binding obligation of the booking party to recognise the signature made electronically in any legal proceedings that may occur.
4. A booking is considered to have been accepted by us once the full amount indicated in the quotation as being "due upon confirmation of order" is in our account and we have not denied acceptance within 48 hours of receipt of payment. The elapsing of the agreed period of quote validity, significant errors in the service description or price quoted as well as the necessity to commit illegal or improper acts in order to fulfil the order, are valid reasons to deny acceptance of booking.

§ 3 Forms of booking

1. Options - options are enquiries with binding deadlines. They are included in the agency's appointments scheduling. Options must be converted into firm bookings 8 days prior to the reserved date at the latest. No obligation to perform can be asserted vis-à-vis the agency for options converted at a later date.
2. Firm bookings - firm bookings constitute a contractual relationship between the booking party and the agency. They are subject to the terms set out under § 1 and § 2 above.
3. Weather-related bookings - weather-related bookings are considered to be binding if they are not cancelled 24 hrs prior to the commencement of deployment. If an event is cancelled due to uncertain or bad weather later than 24 and up to max. 2 hours prior to the time agreed in the booking, with the result that the agency's services are no longer required, then the booking party is nevertheless considered to owe 50 % of the total payment agreed, minus travelling expenses.
4. Last-minute bookings - services booked 24 hrs or at shorter notice prior to a deployment are subject to a surcharge of 20 % on the normal tariffs, under the premise that the order is accepted by the agency.

§ 4 Cancellation of bookings

1. Options as per § 3.1. can be cancelled at any time without costs being incurred by the booking party.
2. Firm bookings as per § 3.2. can be cancelled only for good reasons. Such cancellations and the reasons concerned must be reported to the agency verbally as soon as such a situation occurs and confirmed in writing without delay. If such a cancellation is received by the agency up to 5 working days prior to commencement of the given deployment, then a cancellation fee of EUR 30.00 per person booked is charged. If the cancellation occurs up to 2 working days prior to commencement of the deployment concerned, then 50 % of the total payment agreed minus travelling expenses is due immediately. In the case of cancellations received up to 1 working day prior to commencement of deployment, then 75 % of the total payment agreed is owed with immediate effect.

§ 5 Incapacity to work of scheduled staff

Should, for such reasons as are not the responsibility of the booking party, one or more persons booked from the agency for deployment be unavailable, the agency undertakes to provide adequate replacement. The booking party incurs no costs as a result.

§ 6 Deployment times

1. The deployment times are based on the details set out in the quotation.
2. For deployment periods of 6 hours and more, the staff members concerned are entitled to a paid break of at least 30 minutes.
3. Working hours above and beyond the agreed deployment period are charged as overtime at the hourly rate. A surcharge as per the quote is raised for any night deployment.
4. Instruction, briefing and styling are considered to be working hours and must be paid for separately to the extent that they do not occur in the agreed deployment period.

§ 7 Travelling expenses

Journeys to the place of deployment lasting up to 1 hour are included in the charge agreed for travelling costs. For journeys lasting longer than this, the time required will be charged. In the case of night deployment, a transport charge based on the place of deployment will be raised irrespective of the duration of the given journey.

§ 8 Complaints

1. Should the personnel deployed not correspond to a significant degree with the qualifications assured in the quotation, then the booking party must notify the agency to this effect prior to the commencement of deployment or after the first hour of deployment at the latest. The agency will then endeavour to provide a replacement in accordance with the agreed qualifications as quickly as possible.
2. Should the personnel deployed behave in such a manner that the booking party is justified in making a complaint, the given complaint should be notified to the agency immediately after the incident together with details of the circumstances. If replacement personnel is justifiably required, then the person subject to the complaint should be withdrawn from deployment without delay. Should the person subject to the complaint continue to work, any entitlement to a replacement lapses.
3. If personnel is unavailable for any working hours agreed and is responsible for this, the hours concerned must be worked subsequently. Should this not be possible, we will reduce the payment due pro rata temporis.

§ 9 Work deployment with potential risks

Any deployment involving a potential safety or health risk for agency personnel is to be cleared with the agency in advance. The booking party is responsible for providing comprehensive insurance for the persons deployed. If no prior consultation with the agency occurs, the agency personnel is entitled to refuse such deployment. 75 % of the agreed charge is nevertheless still due.

§ 10 Liability

As a general rule, the agency is liable only for details in respect of personnel qualifications set out in the quote. The agency's liability is limited to an amount equating to two fold of its total fee. In the absence of any statutory provisions to the contrary, no further liability claims can be asserted by the ordering party.

§ 11 Terms of payment

1. The terms of payment are based on the conditions set out in the quotation.
2. If exceptionally only a verbal offer has been made and accepted by way of a verbal agreement, the total remuneration due to the agency must be paid prior to the commencement of deployment.
3. All payments must be made in euro exclusively to the agency's account.

§ 12 Governing law

The contractual relationship between the booking party and the agency arising from a booking is subject to German law. The location of the agency's registered office is considered to be the agreed place of jurisdiction.

§ 13 Partial validity

Should one of the provisions of these Terms of Bookings be or become invalid, this shall have no effect on the validity of the remaining provisions.

Munich, Germany, June 2003