

Special conditions of participation Connichi Matsuri

1 Reference to general conditions of participation

The General Terms and Conditions of Participation also apply to the Matsuri section. Deviating provisions are named accordingly. Thus, the special conditions of participation Connichi Matsuri apply in addition to the general conditions of participation Connichi.

2 Application

In addition to the point Application in the General Conditions of Participation Connichi, this paragraph applies.

In addition to online registration on the website, registration by eMail is also possible.

The stand operator is obliged to state his entire range of goods in the application. Deviations from the agreed assortment are not permitted and must be removed upon request by Connichi.

Once the offer has been accepted by Connichi, contact will be made with the H4 Hotel Kassel. Here, a mandatory catering contract will be concluded, which provides for a corkage fee. If this catering contract is not concluded, the contract concluded with the Connichi is also invalid. The provisions apply in the event of termination by stand operators.

3 Subject of the contract

3.1 Rental of stand space

In addition to item 3 Subject matter of the contract in the General Conditions of Participation Connichi, this paragraph applies.

The restrictions on opening hours and location stated in the application apply.

The stand areas are provided by Connichi in different designs. These must be used according to their characteristics (pagoda, food truck

space, tent space). Depending on the selected location or price range, Connichi will provide uniform market stands, which must be used by the stand operator.

The additional bringing of own stands, food trucks, refrigerated trailers as well as other sales and storage facilities requires the explicit approval by Connichi and must be documented in writing.

3.2 Sale of food and goods

The General Conditions of Participation Connichi point 3.4.1 do not apply. Instead, the following conditions apply.

The serving and sale of beverages is prohibited. Connichi reserves the right in individual cases to consent to the serving or sale of drinks at the request of the stand operator. Consent can only be given in writing in coordination with contractual partners.

The sale of so-called "lucky bags" and products similar in spirit is not allowed.

With regard to the foodstuffs and goods intended for sale, the stand operator is solely responsible for compliance with all regulations of food and hygiene law, the Food Information Ordinance, the HACCP guidelines, the Hessian Catering Act, epidemic law, the trade in permitted articles, competition law, tax law and customs law. The Connichi has no duty of control. In case of non-compliance or personal injury, the stand operator is independently liable on his own behalf. Connichi remains excluded from any liability.

Goods that are already past their expiration date may not be sold or distributed free of charge.

The stand operator is obligated to independently ensure compliance with an unbroken cold chain for his goods. This applies in particular to delivery, transport and during the assembly and dismantling phases.

The stand operator has to take care that the catering permit as well as other certificates required for the stand operation (e.g. instruction according to § 43 IfSG) and official permits are presentable at the stand of the stand operator at

any time on every day of the Matsuri. Any costs incurred are to be paid by the stand operator.

4 On site

4.1 Stand operation

In addition to item 5.2 Operation of the stand in the General Conditions of Participation Connichi, the following paragraph applies.

The stand operator is obliged to operate the stand with the agreed products during the entire opening hours of the Matsuri and to keep it manned with competent personnel.

A price list valid for all days must be visibly displayed at the booth at all times. Subsequent price changes during the Matsuri are not permitted and entitle Connichi to extraordinary termination.

If a product is sold out, this must be visibly communicated at the stand. No products may be stretched or reduced in quality or quantity. Otherwise the stand operator damages the overall image of the Matsuri. Violations will be punished with a fine of 300,- Euro net per day.

If the stand operator uses disposable tableware, he is obliged to use only plastic-free disposable tableware. The disposable tableware must be produced from regenerative raw materials. Should this point be violated, a contractual penalty of 200,- Euro net will be charged.

The stand operator is obliged to publicly display at his stand a complete list of all allergens and additives of his products that are subject to labeling.

4.2 Checking the footprint

In addition to item 5.4.2, the following paragraph applies.

If non-approved or non-registered goods are offered on the stand area, Connichi is entitled to have the stand area cleared at the expense of the stand operator.

4.3 Electricity, gas and water supply

4.3.1 Power supply

In addition to the item Power Supply in the General Conditions of Participation Connichi, the following paragraph applies.

The electricity flat rate includes the costs for the provision of electricity connection boxes, the connection to the grid as well as the consumption stated in the application. Should the actual consumption be higher than stated in the application, Connichi is entitled to charge for the additional consumption.

If power failures occur at the Connichi because the stand operator has connected more power consumers than stated in the application, the stand operator will be invoiced for the costs incurred as a result. At least this is 100,- Euro net per power failure.

4.3.2 Gas supply

Item 5.5.2 of the General Conditions of Participation Connichi do not apply. Instead, the following paragraph shall apply.

Only liquefied gas systems and cylinders that comply with the recognized rules of technology (in particular Technical Rules for Compressed Gases TRG 280 and Technical Rules for Liquefied Gases TRF 1996) and the guidelines for the use of liquefied gas may be used.

In individual cases, a test certificate issued by the gas supplier's expert must be submitted as proof of proper condition.

If liquefied gas cylinders are placed within the stand area, one liquefied gas cylinder with a permissible filling weight of up to 33 kg or two liquefied gas cylinders with a permissible filling weight of up to 14 kg each may be placed there.

For larger requirements, gas cylinders shall be placed in ventilated, lockable cylinder cabinets or hoods. The cabinets must be locked at all times.

Liquid gas tanks are not permitted.

Fire accelerants must not be used under any circumstances.

Within an area of one meter around the cylinder cabinet or the installed gas cylinders, there must be no duct inlets, ignition sources and flammable objects with the exception of the stand construction.

The number of bottles in the cabinet or on the stand must not exceed the daily requirement.

Connection hoses may be max. 400mm long. Hoses up to a maximum of 1,600mm are also permissible if special protective devices are used (e.g. hose rupture safety devices, armored hoses). Only DVGW approved hoses may be used. The use of hoses with pipe sockets and safety clamps is prohibited.

During opening hours, no change of bottles is allowed in stands with simultaneous use of utilities.

Only gas consumption devices with piezo ignition and ignition fuse may be used.

Gas systems may only be operated by persons who are familiar with the operation of liquid gas systems and have been instructed in the minimum requirements for the use of liquid gas and who can be expected to perform their tasks reliably.

After the end of operation, the main shut-off valves must be closed.

In the event of leaks, the shut-off valves on the cylinders must be closed immediately, all ignition sources eliminated and further ignition possibilities excluded.

After each gas cylinder change, check the screw connection for leaks using a leak detection spray.

Gas-consuming equipment must not be operated unattended.

Gas heaters or gas lanterns with open flames are generally not permitted on the event premises.

4.3.3 Water supply

Item 5.5.3 of the General Conditions of Participation Connichi do not apply. Instead, the following paragraph shall apply.

The water flat rate includes the cost of providing a fresh water and wastewater connection as well as water and wastewater consumption.

The stand operator must connect the lines directly to the transfer point. Connecting the drinking water hoses to each other (from one consumption point to the next) is not permitted.

The further connecting parts such as pipes, hoses and fittings must be laid and secured in such a way that no harmful effects on the drinking water quality can occur due to e.g. temperature increase, stagnating water, back-suction or back-pressure at the drinking water tapping point.

The system must be flushed thoroughly every day before start-up.

The lines used may only be used for drinking water applications. Appropriate labeling of the drinking water lines must be provided.

The materials used (e.g. hoses, pipes, fittings, etc.) must be approved and certified for drinking water or foodstuffs.

4.4 Fire protection

In addition to item 5.6 Fire Protection in the General Conditions of Participation Connichi, the following paragraph applies.

When using open fires or deep fryers, a fire extinguisher of category (A to F) and a fire blanket must be placed in the same way.

4.5 Waste disposal

In addition to item 5.7 Waste Disposal in the General Conditions of Participation Connichi, the following paragraph applies.

In addition, Connichi will set up and empty additional trash cans for visitors at the Matsuri. These garbage cans are not to be used for trash generated in the operation of a booth.

Hazardous waste such as frying fat and cooking oil must be taken back by the stand operator and disposed of separately at his own expense. Connichi does not offer waste disposal for this purpose.

5 Liability

5.1 Limitation of liability

In addition to item 9.3 Limitation of Liability in the General Conditions of Participation Connichi, the following paragraph applies.

Connichi is not liable for goods stored in the cooling facilities provided by it.

Should the power fail overnight, Connichi will not be liable in any case for any resulting damage such as spoiled goods.