

# Participation contract

## Literary Agents Centre

Bologna 2009  
from Monday 23rd  
to Thursday 26th March



Società per azioni  
sede legale  
Viale della Fiera, 20  
40127 Bologna - Italia  
Codice Fiscale, Partita IVA  
e Registro Imprese BO 00312600372  
Capitale Sociale € 78.780.000,00 I.V.

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Piazza Costituzione, 6  
40128 Bologna, Italy  
Phone +39 051 282 111  
Fax +39 051 6374 011  
bookfair@bolognafiere.it  
www.bolognachildrenbookfair.com

Agency .....

Street ..... City ..... Zip Code .....

Country ..... P.O. Box ..... Website .....

Tel. .... Fax ..... E-mail .....

VAT .....

Primary member (first name, last name) .....

Co-member # 2 (first name, last name) .....

Co-member # 3 (first name, last name) .....

Data for inclusion in the catalogue (in English) .....

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### Admission fees

– € 780.00 (VAT included) for the primary member, with the use of a personal office

– € 490.00 (VAT included) for the primary member, with the use of a table

– € 380.00 (VAT included) for each co-member.

### Terms of payment

– cheque made out to BolognaFiere

– credit payment to bank account no. 1114173 made out to BolognaFiere at UniCredit Banca d'Impresa S.p.A. (Rif. cod. ABI 3226 - cod CAB 02400 - IBAN IT50T032260240000001114173 - Swift UNCRIT2VBOY)

– advance payment: send the contract together with the cheque, the credit card form or bank credit receipt

– credit card payment:   cartasi   visa   eurocard   mastercard   american express   diners

credit card number ..... expiry date .....

company name ..... total amount .....

Signed for express approval of the conditions of participation printed overleaf and indicated by the numbers 1. The Literary Agents Centre; 2. Right of withdrawal; 3. Surveillance Against Theft; 4. Liability for damage - Insurance; 5. Specific prohibitions - Fulfilment of the regulations; 6. Postponement, reduction in size or cancellation of the exhibition; 7. Special domicile; Applicable law; Jurisdiction and exclusive competence; 8. Processing of personal data.

date ..... the agency (signature) .....

date ..... the agency (signature) .....

Copy to be returned to BolognaFiere

## CONDITIONS OF PARTICIPATION

### Admission is solely for Literary Agents

#### Art. 1

##### THE LITERARY AGENTS CENTRE

The details of Agencies provided in this application form will be published in a special section in the official catalogue of the Bologna Children's Book Fair. The individual agents will have access to office services and other services in specially reserved areas, including on request meeting rooms and refreshment points. The terms and conditions for the latter will be made known prior to registration and are subject to subsequent modification and integration by BolognaFiere.

#### Art. 2

##### RIGHT OF WITHDRAWAL

The Agency may withdraw from the contract by notifying BolognaFiere by means of registered letter (and in advance by fax) at least 60 days before the exhibition is due to open. In this case BolognaFiere will reimburse:

- the entire participation fee if the Agency is the withdrawing party;
- an amount equal to the second registration fee for each of the registered participants for whom notification of withdrawal is given.

BolognaFiere will make no reimbursement in the event notification of withdrawal arrives later than this date.

BolognaFiere may withdraw from the contract up to the day before the opening of the exhibition by providing notification by means of registered letter (and in advance by fax). In this case BolognaFiere is required to reimburse solely the participation fee.

#### Art. 3

##### SURVEILLANCE AGAINST THEFT

Participants are responsible for the surveillance of their own property. Although BolognaFiere provides a general day-time and night-time security service in the Exhibition Centre for the entire duration of the exhibition and on all days set aside for setting up and taking down the stands, it will not be held responsible for theft and/or damages suffered by the Agency and its individual agents.

#### Art. 4

##### LIABILITY FOR DAMAGE – INSURANCE

The Agency will be solely responsible for all direct and indirect damage that for any reason is attributed to it or is attributable to its agents or personnel working on its behalf. Under its own responsibility and at its own expense, the Agency must take out a policy against all risks, for the entire period it maintains a presence in the Exhibition Centre. The policy must contain a disclaimer by the insurance company against any action of recourse or claim against any third parties that may be responsible. In any case the stipulation of said insurance policies and the compensation limits established therein do not constitute a limitation of liability on the part of the Agency, which remains entirely responsible for damage caused to other agents, visitors, personnel working at the Exhibition Centre and any other third party, without exclusions or limitations of any kind.

#### Art. 5

##### SPECIFIC PROHIBITIONS – FULFILMENT OF THE REGULATIONS

In particular the Agency is prohibited from:

- any sale with immediate on-site delivery of goods to the purchaser;
- selling or exchanging entrance tickets;
- displaying prices;
- displaying products that are not included in the exhibition's goods categories;
- displaying posters or samples, even if purely by way of example, on behalf of non-represented companies.

The Agency is prohibited from carrying out any kind of advertising in the Exhibition Centre. The distribution of advertising material is permitted solely in the area reserved for the Literary Agent Centre. The prohibitions of a technical nature made for reasons of safety for persons and property and in order to prevent misuse of the movable and immovable property of the Exhibition Centre and the corresponding provisions contained in the Technical Regulations and Exhibitor Booklet issued by BolognaFiere are understood as being included in these general contract conditions and the Agency undertakes to observe them strictly. Exceptions may be made exclusively in writing by the Technical Management of BolognaFiere. In the event of failure to observe even just one of the aforesaid prohibitions, or those referred to by this article, the contract of participation in the Literary Agent Centre may be terminated without the need for a court decision but simply through some form of written notification to the Agency. The documents for admission to the Exhibition Centre will consequently be withdrawn, without prejudice to the amounts to be paid by the Agency.

#### Art. 6

##### POSTPONEMENT, REDUCTION IN SIZE OR CANCELLATION OF THE EXHIBITION

BolognaFiere has the discretionary and unquestionable right to make changes to the dates on which the exhibition is held without the agent thus being entitled to withdraw or otherwise terminate the contract and be released from the commitments undertaken. Furthermore, BolognaFiere may reduce the size of the Literary Agency Centre or partly or totally eliminate it without being required to pay compensation, penalties or damages of any kind. In these cases, BolognaFiere must give notice of the modifications made in writing, by registered letter, telex or telegram, at least 30 days prior to the date established for the start of the exhibition.

#### Art. 7

##### SPECIAL DOMICILE; APPLICABLE LAW; JURISDICTION AND EXCLUSIVE COMPETENCE

For all legal purposes the Agency's elective domicile is at the headquarters of BolognaFiere. The Agency accepts exclusive Italian jurisdiction and the competence of the Bologna court of law. The relationship is governed exclusively by Italian law.

#### Art. 8

##### PROCESSING OF PERSONAL DATA. PRIVACY STATEMENT FOR WHOEVER IT MAY CONCERN, PURSUANT TO ARTICLE 13 OF THE DECREE LAW No. 196/2003 AND INFORMED CONSENT

The addressee, having read the notice pursuant to art. 13 of Decree Law n. 196/2003, published on the website [www.bolognafiere.it/privacy](http://www.bolognafiere.it/privacy), grants his/her own permission for his/her personal data to be processed, by signing the form hereto, also specifically approving the clause hereto.