

Return to:

Agentur Quaranta
 Personal, Dolmetschen und Promotion mit Menschen über 30
 Kaiserweg 26 | 85646 Anzing | Germany
 Tel. +49 8121 225212 | Fax +49 8121 2288811
 info@agentur-quaranta.de | www.agentur-quaranta.de

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.

Agentur Quaranta provides you with personnel for trade fairs, congresses and events to suit your needs. Our staff are experienced, both generally and with specific regard to events, linguistically versatile and varied, with good intercultural and communication skills, good under pressure and with a service focus. We deploy our staff on site on a long-term or flexible, short-term basis.

Our services in detail

- advice on the languages needed
- advice on selection and team formation based on file cards and option of preliminary, personal discussion
- you can contact us prior to and during the event on a 24-hour basis
- project planning from interpretation through to special promotions

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

Service staff / Interpreters / Promotion staff

Male Female No. of persons _____ Age approx. _____

Duties

- Information Promotion Specialist advice Meet&Greet
 Team leadership Presenting Service Kitchen
 VIP care Bar / Barista Entertainment
 Other (please specify) _____

Language skills and combinations required

- German English French Chinese
 Japanese Italian Portuguese Spanish
 Russian Arabic
 Other Language _____

Nature of language skills required

- Native speaker Sound negotiating skills
 Fluent Basic skills

Interpretation and translation (bookable on hourly, half-day and full-day basis)

- Conversational interpreting (meet&greet, simple discussions; trade-fair assistance)
 Professional interpreting (subject-related, negotiations, trade-fair assistance, consecutive – simultaneous)
 Sign language interpreting
 Translating (texts, flyers, contracts, plain language)

Deployment times (including breaks)

- Briefing on site in advance requested (minimum 2 hours)

Appointment for briefing

On trade-show days

First day	from	to	no. of hours
Subsequent days	from	to	no. of hours
Last trade-show day	from	to	no. of hours

Type of clothing required

- Standard (suit/ladies' suit black, dark blue or gray, white blouse / shirt)
 Clothing to be supplied by exhibitor
 Rental uniforms or rental clothing

please specify

Place / date	Company stamp and legally binding signature of exhibitor
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■ Important Note

This is a non-binding **inquiry form** that enables us to submit an appropriate quotation with suitable proposals to you.

We would be pleased to draw up an appropriate quotation with proposals for you within three working days, initially with the aid of file cards.

Any contract agreed is concluded directly between the exhibitor and Messe München GmbH's contracting company following confirmation of quotation.

On request, **Agentur Quaranta** supplies personnel in accordance with the provisions set out in the German Temporary Employment Act, or freelancers that work for Agentur Quaranta for own account. The prices charged include the social security deductions and taxes required by law. The service provision agreed is monitored regularly during the trade fair. We are present on site throughout the deployment should you need to contact us. Appropriate staff will be supplied in emergencies or as replacements for any staff who are unavailable.

■ Terms of business for personnel deployed by Agentur Quaranta

A contract is concluded exclusively between the client and the contractor (hereinafter also referred to as “Agentur Quaranta”) by way of order placement and order acceptance. The contractor is entitled to appoint freelancers (hereinafter referred to as “staff deployed”) to carry out the order. No contract is concluded between the client and the staff deployed in the event that staff deployed are appointed by the contractor.

The following points are deemed to have been agreed bindingly between the client and the contractor in connection with the services set out in this quotation:

1. Obligations:

The client undertakes not to enter into any direct contractual relationship with the staff deployed. The client undertakes to provide the staff with the agreed payment on time subject to due and order-compliant service provision.

2. Quotations and conclusion of contract:

Quotations are non-binding. The acceptance of orders and all agreements concluded by word of mouth, by telephone or by Agentur Quaranta staff are invalid unless agreed in writing.

3. Cancellation of orders:

If the order is cancelled in full or—if agreed—individual items of the order are cancelled prior to the deployment of the staff, all work carried out up to the point of cancellation will be charged for on an hourly basis. In such case, the fee for each hour worked is EUR 70.00 plus VAT. If agreed services that have already been paid for are not utilized at all or only in part, the client is not entitled—in the absence of any agreement to the contrary—to either a credit note or refund. Excepted are services performed and invoiced according to expenditure.

4. Cancellation of staff deployed:

If staff that has been booked is cancelled by the client up to three days prior to deployment, 50% of the order value is due. If cancellation is made at a later point in time, 80% of the agreed order value is due. Section 3 of these terms of business remains unaffected by this.

5. Execution of order:

The temporary staff is selected by Agentur Quaranta in line with the order requirements. In the case of illness or incapacity to work on the part of the staff deployed, Agentur Quaranta will provide suitable replacements at no extra cost. Should it prove necessary in the course of the deployment to render services other than those agreed in the contract, this should be coordinated with Agentur Quaranta prior to service provision. Agentur Quaranta may, for good cause that is to be notified to the client, assign the execution of an order to staff other than originally agreed prior to or during order execution. Price changes are only possible during the course of the execution of an individual order if the requirements change. Agentur Quaranta reserves the right to cancel the order with immediate effect if the execution or support thereof is illegal, immoral or a risk to health. Agentur Quaranta reserves the right not to execute the order for good cause (notably the client's imminent or actual insolvency) or due to contractually non-compliant payment, whereby this does not exempt the client from his payment obligations.

6. Limitation period:

If defective service provision is not notified in writing to Agentur Quaranta within two weeks of service provision, any entitlements that may exist will lapse.

7. Liability:

In the absence of any provisions contrary to those set out in these terms of business, Agentur Quaranta is liable for damages due to the violation of contractual or non-contractual duties only if it is guilty of willful or grossly negligent conduct. Notably if the staff deployed are subject to the instructions of the client during deployment, Agentur Quaranta is not liable for any damage that may arise. Compensation claims lapse within a period of three months starting from the end of service provision. Any compensation to which the client may be entitled amounts at most to the amount of the remuneration agreed for such part of the service that was not rendered in a contractually compliant manner.

If Agentur Quaranta is unable to render the services concerned for reasons for which it is responsible, the client may claim compensation. This is limited to the remuneration for the part of the services that Agentur Quaranta could not provide for reasons for which it was responsible.

Further compensation claims of the client above and beyond that set out above are ruled out in cases of delayed delivery or non-fulfillment due to force majeure, illness, strike or lockout. In the case of open-air events, the client bears the weather risk.

The client also bears the operating and personnel risk for the due and proper handling of the event and the liability in full for the safety of the staff deployed and equipment of Agentur Quaranta. Agentur Quaranta assumes in this connection no liability at all for damage of any kind whatsoever caused by personnel or visitors. The client will be charged with any loss, glass breakage and any costs incurred due to damage to the site, premises or underground pipes and cables caused by the installation of trade-fair booths, platforms, stages, tents, etc.

8. Payment:

The payment due for the order, notably the remuneration of the staff deployed, is billed exclusively by Agentur Quaranta and is—in the absence of any agreement to the contrary—payable immediately after invoicing. Payments are to be made in full and immediately to the agency's account without deductions for bank charges and transfer costs. The client undertakes to sign the work records of the staff deployed submitted to him during or after the end of the term of the order, or else to acknowledge the correctness of the data from Agentur Quaranta in the absence of the above. Travel and other expenses will be billed as per cost incurred and after prior coordination only. Flights are only permitted in Economy Class and rail journeys in 2nd class. Journeys by car are charged at EUR 0.37 per km. Detailed billing of the journey times, breaks, training periods, kilometer allowance, etc. does not make economic sense due to the many individual items and associated administrative expense. In the event that this is nevertheless required by the client, it must be agreed prior to order placement. This service will then be billed as per cost incurred.

9. Non-competition guarantee:

The personnel deployed by Agentur Quaranta may not be employed either temporarily or permanently or appointed as a subcontractor or brokered to third parties for a period of 18 months after the end of the deployment. A fine of EUR 3,000 per person is herewith agreed for each case of violation. Further claims for compensation remain unaffected by this.

10. Other terms:

The client and Agentur Quaranta are entitled to make unlimited use of all the documentation including image and film material recorded during the period of deployment for their own promotional and presentational purposes. This may include the client's registered trademarks and products. The contracting parties allow each other to publish press releases. Quaranta is to be quoted by name in publications as the copyright holder and executing agency.

The client and the contractor mutually guarantee confidentiality in respect of their cooperation and will not provide any third party with information on the agreed fee.

11. Severability clause:

Should any single provision of this agreement be or become invalid, this does not affect the validity of this agreement and order as such. The two contracting parties undertake in such case to formulate a provision that comes closest to the meaning and spirit of the original provision.

There are no supplementary undertakings agreed verbally. Amendments and additions to the terms of business must be agreed in writing. This also applies to the written form requirement.

This agreement and the entire legal relationship between the client and the contractor are subject to the law of the Federal Republic of Germany with the exception of the provisions concerning private international law.

The exclusive place of jurisdiction for all disputes arising from or in connection with this order is—insofar as this is permissible—Munich.

Return to:

colorbirds
Steinstraße 52 | 81667 München | Germany
Tel. +49 89 998209580 | Fax +49 89 998209589
info@colorbirds.de

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.

colorbirds provides you with the perfect framework conditions for your exhibition stand with a love of detail and a high level of professionalism and creativity. Merely attractive is not good enough for us. Our standards are higher than that. We take sufficient time and train the men and women working for us to suit the specific task prior to their deployment.

Our services in detail

- personal advice on the implementation of your ideas
- provision of comp cards for personnel selection
- you can contact us prior to and during the event on a 24-hour basis
- comprehensive on-site project management on request
- option of additionally hiring business attire and accessories
- personnel trained to suit specific tasks and company needs

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

Hosts / Hostesses / Promoters / Models

Male Female No. of persons _____

Duties

- Information/Reception Promotion Presentation
 Exhibition stand support VIP care
 Other (please specify) _____

Language skills

- German English French
 Italian Russian Spanish
 Other Language _____

Deployment times (including breaks)

Briefing on site on day prior to event (up to 2 hours)

On trade-show days

First day	from	to	no. of hours
Subsequent days	from	to	no. of hours
Last trade-show day	from	to	no. of hours

Dress code requirements

- Standard (trouser suit/ladies' suit black, white blouse)
 Outfits to be supplied by exhibitor
 Rental outfits from colorbirds

_____ please specify

Important note

This is a non-binding **inquiry form**. We will draw up a specific quotation based on your requirements listed above within three working days and send you on request comp cards of the available personnel. **colorbirds** supplies event personnel exclusively in accordance with the provisions of the German Temporary Employment Act. The prices charged include the social security deductions and taxes required by law. Service provision is monitored regularly during the trade fair. Should any personnel supplied for the duration of the trade 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 event personnel from colorbirds

§ 1 General—scope of application

- 1.1 **colorbirds** supplies personnel exclusively on the basis of a temporary employment contract that at the same time includes its standard terms and conditions (STC). These apply exclusively; any terms conflicting with or deviating from our STC will not be recognized by us unless we have consented to their applicability explicitly and in writing. Our STC also apply if we render our services even though we are aware of our client's terms that conflict with or deviate from our STC.
- 1.2 All agreements deviating from our STC concluded between us, the supplier of temporary employees, and our client, the hirer, for the purpose of executing the order are only valid if they have been set out in writing and signed with legal effect by us. Amendments to the order, collateral agreements and additional bookings are valid only if they have been set out in writing and signed with legal effect.

§ 2 Quotation and booking

- 2.1 The validity of the quotation is noted in the quotation and can be extended upon mutual agreement.
- 2.2 A booking takes legal effect when the temporary employment contract has been signed by both parties.
- 2.3 By booking the services offered pursuant to point 2.4, the hirer declares himself to agree explicitly and unreservedly to the description of the services and framework conditions set out in the quotation; in particular, the hirer accepts our terms of payment and prices as well as the statutory provisions laid down in the German Temporary Employment Act.
- 2.4 A booking is deemed to have been accepted by us, the supplier of temporary employees, when the amount set out in the advance payment invoice has been credited to our account and colorbirds has not declined acceptance in writing within two working days of its receipt.

§ 3 Cancellation of temporary employment contract

The temporary employment contract has a limited term and does not therefore need to be cancelled. The right of the contracting parties to cancellation for good cause pursuant to § 626 BGB (German Civil Code) remains unaffected by this.

§ 4 Inability of personnel to work / Withdrawal from contract

If a temporary employee fails to start work at all or on time contrary to the agreement, the hirer is to notify colorbirds of this immediately. colorbirds will do everything in its power to supply a replacement at short notice. Should this be impossible, colorbirds will be released from the contract concerned and reduce the price charged to the client accordingly.

§ 5 Rejection / replacement of temporary employees

- 5.1 If the skills of a temporary employee supplied by us fail to meet the qualifications offered to a considerable degree, the hirer is to notify colorbirds of this without delay, but on the first day of deployment at the latest. colorbirds will endeavor to supply an appropriately qualified replacement as soon as possible.
- 5.2 The hirer is moreover authorized to reject a temporary employee upon written notification to colorbirds if there is evident reason entitling colorbirds to dismiss the temporary employee without notice (§ 626 BGB).
- 5.3 In any case of rejection, colorbirds is entitled to supply the hirer with other, equally qualified temporary employees. Exercise of this right of rejection does not entitle the hirer to reduce the contractually agreed remuneration.

§ 6 Liability

In principle, we are liable only for the qualifications of the employees we hire out as specified in the contract insofar as the statutory provisions do not prescribe anything to the contrary.

§ 7 Terms of payment

The terms of payment are governed by the terms set out in the quotation and by these STC.

§ 8 Applicable law

The temporary employment contract is subject solely to German law. The place of jurisdiction for all disputes arising from and in connection with the contractual relationship between colorbirds and the hirer is Munich.

Munich, January 2018

Return to:

the fair agency gmbh | Agentur für Messedienstleistungen
 Schatzbogen 43 | 81829 München | Germany
 Tel. +49 89 244419370 | Fax +49 89 244419379
 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 shows/exhibitions/congresses. Our staff is flexible and has event experience. We put your ideas into practice and support you in your preparation and implementation of the event with targeted staff deployment.

Our services in detail

- planning and organization 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 show required (usually approx. one hour)

On the trade show days

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

Type of clothing required

- Standard (suit/ladies' suit black, white blouse)
 Clothing to be supplied by the exhibitor
 Rental uniforms or rental clothing

please specify _____

Notes

This is a non-binding **inquiry form**.
 Based on the requirements listed above, we will draw up a specific quotation within three 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 regularly monitored 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
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■ Terms of booking for event personnel

§ 1 General - Area of Application

1. Our standard terms and conditions (STC) apply exclusively; conditions that are conflicting or deviate from our STC are not recognized by us unless we have consented to their applicability explicitly and in writing. Our STC also apply if we render our services even though we are aware of our client's conditions that are conflicting or deviate from our STC.
2. All agreements that deviate from our STC and are concluded between us, the supplier of temporary employees, and our client, the hirer, for the purpose of executing our client's order are valid only if they have been put in writing and signed by us with legal effect. All changes to the original order, subsidiary agreements, and additional orders are valid only if they have been put in writing and signed with legal effect.

§ 2 Offer and booking

1. In general, our offers are binding on us for a period of only three weeks, but this period can be extended by mutual agreement up to the beginning of the deployment, or possibly shortened, depending on the dates in question.
2. A booking takes legal effect when the hiring contract has been signed by both parties. Signatures are recognized as legally effective when they have been written by hand and transmitted by regular mail or when they are generally recognized electronic signatures transmitted by email.
3. By booking services pursuant to paragraph (4), the hirer expressly declares unreserved agreement with the offer's description of services and framework conditions; in particular, the hirer accepts our payment conditions and prices, and the statutory provisions of the German Temporary Employment Act (AÜG).
4. A booking is deemed as having been accepted by us when the advance payment invoice amount has been credited to our bank account and we have not refused acceptance in writing by the end of the second working day thereafter.
5. We reserve the right to dissolve a valid contract with immediate effect and to immediately withdraw the personnel supplied if we become aware that the personnel supplied are directly or indirectly deployed for execution or support of acts that are unlawful, contrary to public policy, or that pose a risk to human health.

§ 3 Termination of the Hiring Contract

The hiring contract has a limited term and therefore does not need to be terminated. This does not affect the parties' rights to cancel for good cause pursuant to sect. 626 BGB (German Civil Code).

§ 4 Inability of Committed Personnel to Work

If one or more persons committed for deployment is unable to work for reasons for which the hirer is not responsible, then we shall endeavor to provide adequate replacements. The additional costs for this will not be charged to the hirer. In the event that replacements cannot be provided, the payment due from the hirer will be reduced accordingly. Further claims by the hirer are barred unless our actions were intentional or grossly negligent.

§ 5 Complaints

1. If the personnel deployed falls short of the qualifications assured in the offer to a substantial extent, then the hirer must report this to us as soon as possible, by the end of the first day of deployment at the latest. We will then endeavor to provide a replacement with the agreed qualifications as soon as possible.
2. If the personnel deployed conduct themselves in such a way that the hirer is justified in complaining, this complaint must be notified to us directly after such an incident with a statement detailing the complaint. If the hirer is justified in demanding that a particular person be replaced, then this person must be relieved of his or her duties at once. If this person continues to work, then the right to a replacement ceases to exist.
3. If deployed personnel miss work and are to blame, the amount due from the hirer for their services shall be reduced accordingly.

§ 6 Liability

In principle, we are liable only for the qualifications of the employees we hire out, as specified in the contract, insofar as the statutory provisions do not prescribe anything else.

§ 7 Payment Conditions

1. The payment conditions are governed by the conditions in the offer and by these STC.
2. To have the effect of discharging debt, payments must be made to our bank account in euros and without any deductions (such as bank charges or costs of credit transfer).

§ 8 Applicable Law / Place of Jurisdiction

This hiring contract is governed solely by the law of the Federal Republic of Germany. The place of jurisdiction is Munich.

§ 9 Discrepancies of Translation

If there are any discrepancies between the translation of these provisions into English and the German language version, then only the German language version shall apply.

Munich, March 2013

Return to:

Agentur für Arbeit München | Messe-Job-Vermittlung
Auf dem Messegelände: Servicebetriebe Ost
Willy-Brandt-Allee 9 | 81829 München | Germany
Tel. +49 89 5154 3500/3600 | Fax +49 89 5154 9990
Muenchen.Messebuero@arbeitsagentur.de

Exhibitor

Hall / Stand no.

Outdoor exhibition area / Block

Contact

Street / P.O.Box

E-mail

Country / Town / Postcode

Tel. with area code and ext.

Fax with area code and ext.

■ Personnel recruitment service

Dear sir or madam,

Our experienced team of employment counselors would be pleased to recruit stand personnel for your exhibition booth at the forthcoming trade show free of charge. Settlement of the agreed remuneration should occur directly between the exhibitor and the stand personnel. It is in your best interest to notify us of your personnel requirements in good time. We wish you a successful time at the trade fair.

The following personnel is required:

■ Personnel requirements

_____ male _____ female _____ sex irrelevant
number number number

for the following duties:

- Hostess / Stand assistant Sales assistant
 Interpreter Kitchen assistant

_____ from _____ to approx. (date)

Age

_____ from _____ to approx. age irrelevant

Nature of work

Required skills, languages

Further points to note and other requirements

Assistance with setting up stand

_____ on/from _____ to (date/s)

_____ from _____ to approx. (time)

Assistance with dismantling stand

_____ on/from _____ to (date/s)

_____ from _____ to approx. (time)

■ Payment

The stand personnel ordered by us will be paid the following remuneration:

_____ EUR per hour

_____ EUR per day

_____ EUR for the duration of the trade fair

■ Opening hours

The exhibition employment agency is open from Monday to Thursday from 06:30 to 15:30 as well as on Fridays from 06:30 to 12:00. During trade fairs (including setup and dismantling periods), the agency may also be contacted outside the regular opening hours.

Place / date

Company stamp and legally binding signature of exhibitor