

# Terms and Conditions for Participation in the Emigration Expo/EmigratieBeurs

In these terms and conditions 'participant' is given to mean any natural or legal body who has applied to participate for the event by means of the registration form.

## **Article 1 Alterations and cancellation**

- a. The organisers retain at all times the right to alter the data and times of the event stated on the registration form or to cancel the event in exceptional circumstances which could occur through no fault of their own (force majeure in the broadest sense, such as fire, national emergency, etc.), without the participants, immaterial of whether the assignation of space was already made known to them, making claims against the organisers for compensation for damages, in any form or from whatever cause.
- b. The alterations to data and times referred to do not give the participant the right to wholly or partially withdraw their application.
- c. If the event does not take place the registration and assignation of the space will be considered invalid and the payments made by the participants in respect to stand hire will be refunded, after deduction of the expenses already made for the organisation of the event, which can be wholly or partially apportioned over the participants on the basis of the space which was applied for and/or was assigned. This refund will be given within 60 days of the decision to cancel the event being made.

## **Article 2 Entrance**

- a. A basic entrance price will be determined by the organisers, taking into account a reduction which will be granted for special groups.
- b. A number of stand holder passes will be distributed free to the participants and will give free access to the event. The organisers will decide the number of standholder passes to be distributed and this will be made known to the participants in advance of the event.
- c. The standholder passes are strictly personal and may only be requested for and made available to persons attached to the participant's company or organisation.
- d. Customer databases are available on payment of a sum still to be determined by the organisers.

## **Article 3 Exhibition goods**

- a. Goods and services may be exhibited at the event. The organisers, without being liable for any form of compensation, have the right to refuse or to have removed immediately:
  1. Goods and services not considered acceptable or
  2. Goods and services that have not been included on the registration form or
  3. Goods and services exhibited or set out in the exhibition centre which violate any stipulation in these terms and conditions, even if the goods and services in question have been stated on the registration form referred to in article 4.
- b. The goods and services stated on the registration form may only be exhibited or

offered by the companies and organisations or establishments named on the registration form.

#### **Article 4 Registration**

- a. Registration as participant in the event must be effected on a registration form made available to the participant.
- b. The various tariffs for participation are stated on the registration form
- c. An application may not be withdrawn and/or altered unilaterally. If a participant wishes to cancel an already submitted application, he must submit a written, registered request to the organisers. The organisers may allow a request for cancellation of the application on the condition that the participant involved pays cancellation compensation. This compensation will amount to at least 50% of the services ordered: when the registration is cancelled after receipt of the confirmation of registration; 75% of the services used: if the registration is cancelled less than 2 months before the first set-up day of the event; 100% of the services used: if the registration is cancelled less than 1 month before the first set-up day of the event, or an amount to be paid as compensation for the consequences of the expenses made by the cancellation in the opinion of the organisers. VAT will be payable for the cancellation compensation.
- d. The organisers may in special cases determine that an application cannot be handled.
- e. The participants must include with their registration form an overview of the goods and/or services they intend to exhibit. The details required on the registration form must be stated in full in all cases.
- f. The organisers will determine the position and dimensions of the stand space for each participant. The stand space will be assigned as quickly as possible and is binding, as are the dimensions and position in the exhibition centre.
- g. If the total applied for is more than the stand space available, less stand space will be assigned and applications may be refused.
- h. The organisers are authorised in special cases to alter the already assigned stand space without the participant having the right to any compensation for damages in any form or from any cause. In this case the participant is authorised to cancel his participation in the event in writing and by registered post within 1 week of notification of this change. In that case the stand hire already paid will be refunded.

#### **Article 5 Invoicing and payment**

- a. The participant must pay for every square meter stand hire stated on the registration form and which was applied for and/or assigned. A part of a square metre is considered as one whole square metre when stand hire is calculated.
- b. The invoice must be paid within 21 days of the invoice date. In all cases the payment due must be received by the organisers at least 14 days before the first set-up day of the event.
- c. If the definitive account is dated less than 14 days before the first set-up day of the event, the payments due must be received by the organisers by return and at least before the first set-up day of the event.
- d. If a participant has not paid the amount due within the determined term, the organisers are authorised to not assign the participant stand space, to withdraw already assigned stand space and/or not to make stand space available, without

prejudice to the organisers' claim for full compensation of these amounts.

e. The organisers are authorised to place the recovery of monies owed to them by the participant with their lawyers, taking into account that the legal and extrajudicial costs and the valid statutory interest calculated from the expiry date for the monies due will be charged to the participant.

### **Article 6 Set-up**

a. The exhibition centre is available for the set-up and furnishing of the stands, as well as bringing in goods, during the arranged set-up period. Neither work to the stand nor bringing in goods is permitted outside of this period.

b. The organisers may make use of the space if a participant does not start to use his stand 24 hours before the event is due to open to the public, or it has been determined at an earlier time that the participant will not make use of his stand and/or settle his payment obligations in respect to the event on time, without giving further notice or proof of default, and without being liable for refunding any payments already made and without effecting the participant's obligation to pay the amounts still due.

### **Article 7 Dismantling**

a. The participants will be given the opportunity to remove the goods and dismantle the stands in the exhibition centre during the arranged period.

b. The participant's goods and the stand components remaining in the exhibition centre after the period referred to in part a. or which can be found in the grounds will be stored and/or removed at the risk and expense of the participant involved.

c. At the end of the event the participants are obliged to leave the stand space assigned to them in the same condition it was in when it was made available to them before the start of the set-up period, as referred to in article 6.

d. If a participant has not complied with his obligations to the organisers in respect to the event, they may:

1. Keep or store away the remiss participant's goods still in the exhibition centre without legal intervention, at the risk and expense of the participant for the purpose of encouraging observance of the obligations;
2. Hand over the recovery of the monies still owed by the participant and charge the participant for all legal and extrajudicial costs involved in the recovery of the monies due, sometimes increased by valid statutory interest calculated from the expiry date for the monies due.

### **Article 8 Stand construction and lay-out**

a. The participants are required to accurately follow the instructions and guidelines provided by the organisers in respect to stand construction and lay-out.

b. The participant is obliged to follow the instructions from or on behalf of the Municipality, the Fire Service and the other authorities in regard to the construction, the lay-out, safety, maintenance and the dismantling of the stand he has been assigned. The organisers retain the right to give the participant compulsory directions in regard to the use of the exhibition centre and the execution of work in the exhibition centre and its grounds.

c. The participant is obliged to begin setting-up his stand so that the stipulated times for this work are not exceeded.

d. If the directions issued by or on behalf of the organisers and/or the authorities stated in part b. are not observed, the provisions deemed necessary may be made by or on behalf of the organisers at the cost of the participant.

### **Article 9 Exhibited goods**

Without prior written permission from or on behalf of the organisers, the participant is not permitted:

- a. during the period the event is open for visitors, to keep the stand he uses closed or unmanned, to cover up all or a part of the exhibited goods or to indicate that these goods have been sold;
- b. to exhibit, offer or advertise goods and services not included on the registration form;
- c. to exhibit, offer or advertise used and so-called 'dump' and/or 'rebuilt' goods;
- d. to change or exchange parts and accessories from exhibited goods in the exhibition centre or its grounds;
- e. to remove goods from the assigned stand during the event;
- f. to set-up separate areas such as offices on his assigned stand platform or other raised parts or to provide them with ceilings or other covers;
- g. to place or install exhibited goods and/or advertising means of whatever nature outside or above his assigned stand space;
- h. to use the walls of the adjacent stands;
- i. to have highly inflammable or explosive substances, gasses and hazardous goods (including chemical herbicides, pesticides and insecticides), odour producing substances or radioactive sources in the exhibition centre or on or near its terrain and/or to ignite open fires;
- j. to sell consumptions and/or foodstuffs in the exhibition centre or in its grounds; to distribute free drinks and/or food in the exhibition centre or in its grounds, unless the drinks and/or foodstuffs are distributed on the participant's stand;
- k. to project images, to amplify the spoken word by means of loudspeakers, to play music and/or to cause noise, this in as far as it may cause a nuisance, nor to place televisions or moving goods.
- l. to advertise goods and services not permitted at the event or companies or establishments that have no stand space at the event;
- m. to hold surveys among visitors and participants of the event or to have the intention in the exhibition centre or its grounds.

### **Article 10 Stand activities**

Without prior written permission from or on behalf of the organisers, the participant is not permitted:

- a. to wholly or partially rent or transfer the stand space assigned to him to a third party, or to exchange with another participant;
- b. to develop activities, which in the opinion of the organisers would cause damage or harm the event as a collective manifestation, even if these activities are not aimed at the event as such but are aimed at one or more participants or groups of participants; the foregoing in as far as these activities cannot be considered normal in mutual competitive relationships;
- c. to have and/or to keep goods which smell unpleasant or to operate devices which cause an annoying noise or light emission;

- d. to make changes in or on the exhibition centre and/or also to stick, chop, break, drill, nail or damage the floors, walls, ceilings, columns and suchlike in anyway;
- e. to attach pamphlets or other advertising material to columns, partitions, walls, ceilings, beams etc. in or around his assigned stand in the exhibition centre;
- f. to distribute price-lists, circulars, etc. around the exhibition centre or to otherwise advertise and/or attract attention to the company, company activities or products other than on his assigned stand;
- g. to distribute advertising material that is not directly or indirectly concerned with the goods and services he exhibits at the event, or to distribute advertising material of whatever nature which could cause a nuisance or damage;
- h. to place or use names, brand specifications and suchlike that are misleading or could irritate participants at other stands or visitors to the event;
- i. to exhibit goods or to advertise goods at the event, with logos on the goods themselves or on the packaging which could create the impression that the goods have been brought onto the Dutch market under a brand name that, in the opinion of the organisers, already enjoys fame;
- j. make use of the stand he is assigned in such a way or to take such actions that, in the opinion of the organisers, noise, obstruction of access, light fall or view could cause a nuisance, hazard or damage, or a situation would be created that is similar to employing unfair competition.

### **Article 11 Catalogue**

a. A catalogue can be published by or on behalf of the organisers comprising the information filled in on a separate form by the participants. The participants are obliged to make available this information before a date that will be made known to them. The organisers or the editorial staff they appointed are not responsible for any errors, shortcomings or omissions in the catalogue.

### **Article 12 Liability**

- a. Goods, including packaging, are left in the exhibition centre or its grounds at the risk and expense of the participant. The organisers are not responsible for insuring the goods.
- b. The organisers, their management, authorised representatives and personnel are not liable for claims of any nature which may result from damage or loss of goods, nor for damage caused by technical installations at the exhibition centre not functioning or not functioning properly or from any other fault in this building or its grounds, nor for damage to goods or persons by any cause; aforementioned in as far as the damage referred to is not covered by one of the third-party liability insurances taken out by the organisers.
- c. The participant is liable for and obliged to be insured against any sort of claim caused by his involvement or negligence, or that of his personnel, persons who work in any way for him or take his orders and are holders of the participant cards and/or the free entrance passes he has been given or by his contributions of goods and/or persons working for or on behalf of the organisers, and he is obliged to indemnify the organisers and/or the exhibition centre from all liabilities in connection with how the foregoing could apply to the organisers.

- d. The participant is obliged to take out adequate fire and accident insurance.
- e. Every participant that works with water from the risk category is obliged to sign a declaration which states that he has taken all precautionary measures, will cooperate with all the checks and will accept any claims if the rules are not observed or the water on the stand is contaminated.

### **Article 13 Sanctions**

The organisers are authorised to take one or more of the following provisions and measures, without legal intervention and at the participant's expense if necessary, against the participant, his personnel, persons working for him or at his orders and holders of the participant cards and/or free entrance passes issued to him if they act in violation of these terms and conditions or do not follow instructions issued by the organisers;

- a. to withdraw the participant card and/or the free entrance pass he has been issued with and to refuse access to the event and/or the exhibition centre to those involved;
- b. to close his stand or to wholly or partially clear it and utilise the unused and freed space;
- c. to take possession of and store the exhibited goods and everything the participant has set-up or used; the foregoing is at the expense and risk of the participant, without any right to a refund of already paid monies or compensation for damage in any form or from any cause, while his obligations to the organisers remain fully in force;
- d. to exclude the involved participant from participation in future events.

### **Article 14 Applicable law**

a. The Court in The Hague will be exclusively authorised to examine any disputes which may arise as a result of the execution of these terms and conditions. The participants choose the organiser's offices in The Hague as ongoing residence for all notices by service and suchlike which the organisers may make in respect to the execution of these terms and conditions.

### **Article 15 Obscurities**

a. The organisers will decide in all cases not covered by these terms and conditions or when the terms and conditions are deemed unclear.