

## General conditions for participants 2023

### Definitions

<i>Fiets en Wandelbeurs:</i>	an informative event, hereinafter called FWB, for people interested in cycling and walking holidays and recreation
<i>Organizer:</i>	Organizing body, namely Holcus Buiten BV, from Diemen, the Netherlands
<i>Participant(s):</i>	Companies, institutions or organizations, which have submitted a registration form that has been accepted by the organizer resulting in hiring of exhibition space during the FWB.
<i>Visitor(s):</i>	People visiting the FWB.
<i>Trade visitor(s):</i>	the person(s) visiting the FWB professionally, namely the press, interested party(s) on a professional basis.
<i>Personal stand:</i>	stand built by the participant.
<i>Uniform stand:</i>	stand built by the organizer.

### 1. Participants

Participants must be companies, institutions or organizations that:

- 1.1 are actively involved in biking and walking holidays or recreational activities in this field in the broadest sense. This also includes day trips from residence or accommodation and biking and walking holidays in the Netherlands and abroad.
- 1.2 provide lodgings/accommodation for one or more nights to people involved in activities described in 1.1 of this article.
- 1.3 produce, supply, import or retail bicycles, bicycle accessories or walking accessories.
- 1.4 produce, supply, import or retail maps, guidebooks, books related to biking and walking.
- 1.5 produce, supply, import or retail outdoor sports articles and accessories related to activities as mentioned in 1.1
- 1.6 operate as a tourist information bureau, recreation agency, visitors centre or company that provide (or can provide) specific information on activities mentioned in 1.1.
- 1.7 provide or organize journeys, holidays and day trips as mentioned in 1.1
- 1.8 consider that they fit into the scope of the FWB, to be assessed by the organizer.

### 2. Location and time

The FWB will take place:

in Belgium on Saturday 18 and Sunday 19 February 2023 at Flanders Expo in Ghent,  
in the Netherlands on Friday 24, Saturday 25 and Sunday 26 February 2023 at Jaarbeurs in Utrecht.

### 3. Opening hours

Visitors: The FWB at Flanders Expo is open to visitors on 18 and 19 Februari from 10:00 to 17:00 hrs, at Jaarbeurs on 24 and 25 Februari from 10:00 to 17:00 hrs and on 26 Februari from 10:00 to 15:00 hrs.

Participants: Admission one hour before and half an hour after opening hours for visitors, and during the period for building up and dismantling of the stands.

ATTENTION: The opening hours are subject to change. If necessary due to the Corona pandemic the opening hours can be extended to offer visitors the opportunity to attend the FWB in safe conditions.

### 4. Building up and dismantling

Building up in Flanders Expo:

Start of building personal stands is on Thursday 16 Februari from 12:00 hrs onwards. Exhibitors opting for our uniform stands can decorate their stand on the Friday 17 Februari from 12:00 hrs onwards. The construction of the stand must be ready by Friday.

Building up in Jaarbeurs:

Start of building personal stands is on Wednesday 22 February from 12:00 hrs onwards. Exhibitors opting for our uniform stands can decorate their stand on Thursday 23 February from 12:00 hours onwards. The construction of the stand must be ready by Friday.

After this time, the organizer is entitled to place at the expense of the exhibitor at least a back wall and to lay carpet. The interior of the stand can be finalized after this hour.

Dismantling of the stands at Flanders Expo:

Start is Sunday at 17:30 hrs. From 19:00 hrs vehicles may enter the exhibition halls and the actually breaking down of the stands can start. Uniform stands have to be cleared up completely before 19:00 hrs. Dismantling of personal stands must have been started before 21:00 hrs.

Dismantling of the stands at Jaarbeurs:

Start is Sunday at 15:30 hrs. From 17:00 hrs vehicles may enter the exhibition halls and the actually breaking down of the stands can start. Uniform stands have to be cleared up completely before 18:00 hrs. Dismantling of personal stands must have been started before 20:00 hrs.

Both at Jaarbeurs as well at Flanders Expo the halls have to be handed over empty at night at 24:00 hrs.

Dismantling of all stands must take place at the prescribed times. The organizer publishes all information on the website for exhibitors. If a stand is not dismantled, or left in the original condition, in time, the participant will be liable to pay the extra costs.

During the construction and dismantling safety rules apply as defined by Flanders Expo or Jaarbeurs.

ATTENTION: The building and dismantling hours are subject to change. If necessary due to the Corona pandemic the hours can be changed to make it possible to perform the necessary labour in safe conditions.

## **5. Stand and design**

**5.1** A stand is at least two meters deep.

**5.2** Participants should explicitly take into account the character and atmosphere which the organizer of the FWB has in view, which include a decent back wall and carpeting. The use of audio and other audiovisual equipment must be limited so that other stands are not hindered in their regular presentations. The final judgement will be to the organizer.

**5.3** Materials brought into the rented stand should not exceed the limits of the available space. Participants must at all times follow the instructions given by, or on behalf of, the organizer. In addition, participants must comply with the venue buildings' own rules, which can be found on the website of the organizer. Back walls must be placed at least 2 meter from the aisles. Maximum height of stands is three meters, provided that there is space to build that high. The organizer can allow exceptions to this building height. A written request for permission should reach the organizer two months before the FWB at the latest. If this request is submitted too late or not at all, any loss suffered or any stand adaptation required will be at the participant's own risk and costs. The organizer will mark the uniform stands with alphanumeric characters on the stands to indicate the location in the hall. The visible exterior of the stand has to be finalized completely.

**5.4** The design of personal stands must comply with the character and atmosphere of the FWB as the organizer has in mind and indicated, and must be submitted to the organizer two months before the FWB at the latest. Constructional designs will be submitted to the department of the government responsible for structures and buildings. No objects may be attached to the ceiling or the roof of the building by the stand builder.

**5.5** After use, participants must leave the uniform stand they have rented in the same condition as it was accepted, this to the satisfaction and judgement of the organizer. If the stand is not returned in its original condition after use, or goods or other items have been left behind, the organizer can have the stand repaired or the materials removed at the participant's cost.

**5.6** During the opening hours of the FWB, the stand must be fully equipped and manned.

**5.7** The organizer reserves the right to allocate stands to participants in accordance with his own views. Participants cannot derive rights from arrangements or maps sent to them in the planning stage. The organizer can change the arrangement of the stands at any time.

**5.8** Participants are not allowed to provide in whatever way in the catering for the visitors without explicit permission of the organizer.

## **6. Technical provisions**

For the provision of electrical and water supplies in a stand, a request must be submitted using the appropriate form and procedure and sent to the company sub-contracted to do this work by the organizer. This company will provide the requested supplies. Participants are not allowed to make their own provisions or facilities, nor to extend or change the provisions supplied. Participants are obliged to follow the rules given on the website.

## **7. Payment**

**7.1** Participants must pay the rental costs of the stand within 21 days after the invoice date. If the invoice date is less than 21 days before start of the FWB, then at the latest on the day before the start of the building. The invoice will be sent to you on receipt of your signed registration form.

**7.2** If the payment is not made when due, the participant forfeits the right to take part in the FWB. However, the participant is still contractually bound to pay the rental costs when this occurs.

**7.3** Provisions requested after submission of the registration form will be invoiced later. The payment applies to the same conditions as stated in 7.1, unless the invoice is received after the event. These must be paid also within 21 days.

**7.4** Prices can also be changed after an offer has been made, if this is necessary due to external price-determining circumstances. Prices are only final at the time of invoicing. No rights can be derived from previous publication of prices in printed expressions, via online media. or prior telephone or electronic communication. The organizer also has the right to pass on interim price changes in the event of overdue payment of an invoice.

## **8. Cancellation**

A participant can only cancel his/her registration by sending a letter of cancellation to the organizer by registered mail. The date of the postmark will be taken as the cancellation date. Cancellation costs due are:

- when cancelled within 14 days upon receipt of invoice and at the latest 16 weeks before the stands will be erected: 50% of the total amount plus VAT. For FWB Belgium this is October 26, 2022, for FWB Netherlands this is November 01, 2022

- when cancelled at the latest 12 weeks before the stands will be erected: 75% of the total amount plus VAT. For FWB Belgium this is November 23, 2022 and for FWB Netherlands this is November 29, 2022.

- when cancelled on or after these dates: 100% of the total amount plus VAT.

For cancellations and changing the registration because of the Corona pandemic, see Article 15.

## **9. Liability**

**9.1** All participants are liable for damages suffered by the organizer or third parties as a result of their participation in the FWB.

**9.2** The organizer cannot be held liable for damage to or loss of goods during the FWB, the preparation phase and the dismantling period.

**9.3** The organizer cannot be held liable for damages caused by visitors to the FWB.

**9.4** The organizer cannot be held liable for damage or physical injuries resulting from a defect in the construction of the stand or the provisions therein.

## **10. Insurance**

The participants must have third party (public liability) insurance for the duration of the FWB, including the periods of time needed for building up and dismantling of the stands.

## **11. Special Offers**

Special offers during the FWB may only be made on products or services for the 2023 season. Products, services and promotional material can only be offered to visitors within the borders of the rented stand. In view of the informative character of the event, participants can offer only one product or service at a discount. More discounts are not allowed. If the above mentioned conditions are not met, the organizer can remove the special offer from the stand. The organizer has the right to set rules that participants are obliged to follow.

## **12. Dissolution and default**

**12.1** In the event of complete or partial non-compliance with the above, the organizer has, after having given a verbal warning, the right to end the agreement with immediate effect. This will then result in a withdrawal of the participant from the FWB with no rights to restitution of (part of) the rent or any other compensation. The organizer also has the right to ban the participant from future events.

**12.2** When a participant is engaged in (promoting) other activities than those stated in the registration form, the organizer has the right to remove the products or services concerned, if not the participant, from the FWB. The participant has no right to restitution of (part of) the rent or any other compensation.

### 13. Cancellation FWB

13.1 At all times the organizer has, due to special circumstances, the right to decide that the FWB or parts of it, will be cancelled, or will continue at another location or time.

13.2 Should the above occur, the organizer cannot be held liable by the participant for any damages, unless the organizer can be held to have indulged in foul play or committed gross negligence.

13.3 If the FWB is cancelled or held in another location, the participant has the right to observe or renounce the agreement, unless the organizer can be held to have indulged in foul play or committed gross negligence.

13.4 Should circumstances of the kind mentioned in 13.1 occur, the rent for area, stand building and services minus a proportionate part of the costs incurred by the organizer will be returned to the participant. If a participant has not yet paid the rent, it still has to be paid with due regard to the above.

13.5 Participants are not allowed to postpone payments.

### 14. General

14.1 The organizer decides whether a potential participant will be accepted to the FWB.

14.2 The participant should not behave in a way that can possibly put the safety of the visitors to the FWB and other participants or the premises at risk. If the organizer observes such behavior, he has the right to remove the participant concerned without prior warning from the FWB. The participant has no right to restitution of (part of) the rent or any other compensation.

14.3 The organizer is entitled to unilaterally change these General Conditions and will inform the participant about this in good time; that is, at least one month prior to the entry into force of the amended terms.

14.4 The general conditions of participation are explicitly excluded from this agreement.

14.5 This agreement is subject to Dutch law.

### 15. Coronavirus

15.1 As stated in articles 3 and 4, the opening times given for members of the public and exhibitors, as well as for the construction and taking down of stands are conditional on any adaptations of these that may be needed as a result of the Coronavirus pandemic.

15.2 Government regulations resulting from the Coronavirus pandemic will be followed at all times.

15.3 If as a result of the Coronavirus pandemic, the FWB cannot go ahead, then of the rental costs already paid by the participant 70% will be paid out directly. The remaining amount of 30% will be used as payment for extra (online) exposure OR will be returned as a voucher that can be redeemed with the participation of the fair of 2024. This restitution is also applicable if the participant as a result of the Coronavirus pandemic cannot travel to the FWB because of a travel ban imposed by the government. If a participant has not yet paid the rent, it still has to be paid with due regard to the above.

15.4 If as a result of changes in government regulation, the set-up or the lay out of the FWB needs to be altered, and as a result of this the participant requires a smaller stand, then these changes will be made free of charge providing that:

- the new dimensions are no more than 40% smaller than the original dimensions and at least 3x3 metres in size,
- the changes are submitted five weeks prior to the start of stand construction.

In all other cases the cancellation costs will be charged as stipulated in article 8.

*Holcus Buiten BV Handelsregister (Company register) number 34272134*