

General terms and conditions Jaarbeurs
High Five
(January 2016)

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Article 1 Definitions

These General Terms and Conditions use the following notions and definitions, unless other arrangements have been made in writing.

1. *Accommodation regulations*: The house rules of Jaarbeurs that apply to everyone who, for whichever reason, finds himself/herself on the Jaarbeurs complex.
2. *Activity*: The trade show, event or other activity with respect to which the Agreement is entered into.
3. *General Terms and Conditions Jaarbeurs High Five*: These General Terms and Conditions which constitute an inextricable part of and are applicable to all agreements between Jaarbeurs and the Contracting Party with relation to space(s) and related facilities at Jaarbeurs. Deviations from the General Terms and Conditions are only allowed after such arrangements have been confirmed by Jaarbeurs in writing. The applicability of General Terms and Conditions used by the Contracting Party is hereby expressly excluded.
4. *Contracting Party*: The natural or legal person entering into an agreement with Jaarbeurs.
5. *Leased property*: The space(s) and facilities as specified in the Agreement.
6. *Rental period*: The dates and times listed in the Agreement specifying when the lease of the Leased property starts and ends.
7. *Jaarbeurs*: The private limited liability company Jaarbeurs B.V., established and with offices at the Jaarbeursplein in Utrecht and/or one or more of its daughter companies.
8. *Option confirmation*: A temporary booking – possibly with several interested people with a specific order of priority – with respect to the lease of one or more space(s) and/or additional facilities for a specific period of time. Jaarbeurs is only held to arrangements after a definitive Agreement has been signed with the Contracting Party.
9. *Agreement*: The Rental agreement, these General Terms and Conditions and the Accommodation regulations and any other arrangements made in writing (also including the facilitary quotation) between Jaarbeurs and Contracting Party with respect to the lease of one or several space(s) and/or additional facilities.
10. *Booking value*: The sum payable by Contracting Party to Jaarbeurs as agreed upon in the Agreement with respect to the Leased property and other products and services – to be agreed – to be delivered by Jaarbeurs.

Article 2 The Leased property

1. The Leased property exclusively comprises the space(s) and related facilities stated in the Agreement. The central entrance, the other generally accessible areas and the (outdoor) grounds of Jaarbeurs do not constitute a part of the Leased property. Ticket control, registration and/or reception all have to take place inside the Leased property.
2. Subject to written approval from Jaarbeurs, the Contracting Party is not permitted to:
 - a. Use the Leased property for any other purpose than the one described in the Agreement;
 - b. Sublet the Leased property or otherwise transfer the rights and duties ensuing from the Agreement to a third party, provided that the Lease of the stand space(s) to exhibitors at the trade shows/events specified in the Agreement described purses is allowed, with due regard for these General Terms and Conditions and the Accommodation regulations;
 - c. Exhibit items in the Leased property that fall outside the program described in the Agreement;
 - d. Allow any (exhibition) stand construction, advertising and/or information items in any shape or form to take place in the central entrance, the other generally accessible areas or the (outdoor) grounds.

Article 3 Payment conditions

1. Payment of the lease price and additional expenses should take place without applying any discounts, set-off or settlement, before or on the expiry date stated on the invoice of Jaarbeurs at the latest, and in the event where no expiry date is mention, within fourteen (14) days of the invoice date.
2. In the absence of (full) payment within the time period established in Article 3.1, the Contracting Party is deemed to be legally in default and Jaarbeurs has the right to, without requiring a notice of default:
 - a. Suspend its obligations on account of the Agreement and take measures to recover the amounts due and demand payment of all expenses, both judicial and extrajudicial. The extrajudicial collection expenses are hereby set at 15% of the unpaid amount; or
 - b. Dissolve the Agreement by means of a written notice. In this case, the Contracting Party is held to payment of a compensation equal to the Booking value, increased with the statutory interest starting from the final payment date of the invoice, as established in Paragraph 1 of this Article, without prejudice to the right of Jaarbeurs to claim further compensation.
3. At all times, Jaarbeurs retains the right to a deposit from the Contracting Party – as additional security for compliance with the obligations under the Agreement by the Contracting Party. Jaarbeurs retains the right to, insofar as possible, recover any claims it may have under the Agreement, now or in the future, on the Contracting Party, without a notice of default or judicial intervention being required.

Article 4 Acceptance and clearing of the Leased property

1. The Contracting Party accepts the Leased property in the state it was found in at the start of the Agreement. Any defects and deficiencies found by the end of the Rental Period are considered to have occurred during the Rental Period, unless the Contracting Party has reported these in writing to Jaarbeurs at the start of the Rental Period.
2. The Contracting Party is prohibited from altering or adding to the Leased property without express written approval from Jaarbeurs.
3. The Leased property should be cleared on the date and at the time stated in the Agreement at the latest. The Leased property should be completely empty and has to be transferred back in the same state as it was made available at the start of the Rental period. If the Leased property is not transferred back at the time or in the state indicated, Jaarbeurs retains the right to take requisite measures, all at the expense of the Contracting Party.
4. Any damage caused to the Leased property during the Rental period, by whichever cause and insofar as not caused by Jaarbeurs, will be repaired by Jaarbeurs at the expense of the Contracting Party.

Article 5 Provisions on public policy

1. The Contracting Party is required to grant Jaarbeurs staff and/or authorized persons access to the Leased property at all times.
2. The Contracting Party is required to correctly observe all regulations with respect to the Leased property issued by the Municipality of Utrecht, the Fire Department and/or other authorities.
3. Jaarbeurs retains the right to issue the Contracting Party and any third parties called in by the Contracting Party instructions if this is deemed to be in the interest of (public) order and safety by the Fire Department, Police or Jaarbeurs.
4. Security activities in and of the Leased property during the Rental period can only be carried out by security staff appointed by Jaarbeurs, and is at the expense of the Contracting Party.
5. Sound measurements for the benefit of an Activity can only take place by a measuring agency to be appointed by Jaarbeurs.

Article 6 Public licenses and regulations

1. The Contracting Party should have the required public licenses for the Activity organized. Jaarbeurs retains the right at all times to inspect the Contracting Party's licenses.
2. Jaarbeurs retains the right to deny Contracting Party access to the Leased property and, if necessarily, to prohibit the Activity, if the Contracting Party has not complied with the provisions in Paragraph 1 of this Article.
3. The Contracting Party is responsible for applying for the required licenses, as established in Paragraph 1 of this Article. Jaarbeurs does not accept any liability for expenses or damage, of whichever nature, as a consequence of not obtaining the relevant licenses or not complying with the license conditions.
4. Within the Jaarbeurs grounds, an environmental license applies, with specific conditions with respect to sound nuisance. If required, Jaarbeurs will apply for an exemption of the regulations with respect to sound nuisance. Applying for an exemption is expressly reserved to Jaarbeurs. Jaarbeurs does not accept any liability if the required exemptions are not granted by the authorities.

Article 7 Catering

1. Unless otherwise agreed in writing, the catering within the Leased property is expressly reserved to Jaarbeurs.
2. The Contracting Party is prohibited from selling or freely providing refreshments and/or luxury food, unless under conditions agreed upon with Jaarbeurs and after advance written approval has been obtained.
3. Restaurants, catering sales points and related infrastructures do not constitute a part of the Leased property and should remain accessible to the general public at all times, unless otherwise agreed upon between Jaarbeurs and the Contracting Party.

Article 8 Publicity and advertising

1. The Contracting Party is prohibited from placing or having a third party place vehicles with advertising, signs, banners, advertising lighting, speakers or other objects with the aim of advertising, of any nature, inside or outside in the immediate vicinity of the accommodation, including access roads and car parks, without the express written permission of Jaarbeurs.
2. The Contracting Party is also prohibited from covering, removing or hiding any advertising in the accommodation.
3. On violation of the provisions in Paragraphs 1 and 2, the Contracting Party shall immediately forfeit a fine of EUR 5,000 for each part of a day that the violation continues, without prejudice to the rights of Jaarbeurs to further compensation. Moreover, Jaarbeurs retains the right to immediately stop all publicity or have it removed, at the expense and risk of the Contracting Party, without prejudice to the rights of Jaarbeurs to recover any costs incurred and damages on the Contracting Party.
4. For publicity purposes, Jaarbeurs retains the right to make video and/or sound recordings of the Activity taking place in the Leased property – in consultation with the Contracting Party. Moreover, Jaarbeurs retains the right to mention the Activity in its annual report or trade show and events calendar.

Article 9 Insurance

1. The Contracting Party is required to take out sufficient insurance against all damage that can occur during the Rental period. Insurance covering all damage that Jaarbeurs or third parties could suffer as a consequence of the activities organized by the Contracting Party in the Jaarbeurs complex is considered to be sufficient insurance.

Article 10 Logo Jaarbeurs

1. It is expressly prohibited for any person or party to use the names, trademarks and/or logos owned by Jaarbeurs or affiliated companies, in any shape or form and in any way, unless express written permission of Jaarbeurs has been obtained.
2. On violation of the provisions in Paragraph 1, Jaarbeurs retains the right to immediately remove its name/logo at the expense of the user.

Article 11 Cancellation by Jaarbeurs

1. Jaarbeurs retains the right to cancel the Agreement on the grounds of special circumstances (such as force majeure, in the broadest sense of the words, including but not limited to fire, a national disaster, riots, strikes, war and terror). Jaarbeurs shall do its utmost to offer the Contracting Party a replacement space on the agreed date or to allocate a replacement space at another date, under the same conditions.
2. The Contracting Party cannot claim compensation for expenses incurred or damage suffered as a result of the cancellation or alteration as established in the previous Paragraph.

Article 12 Cancellation by the Contracting Party

1. In the event of cancellation of (a part of) the Agreement by the Contracting Party, the Contracting Party is at all times liable for the entire Booking value.

Article 13 Additional facility services and other facilities

1. Additional facility services and other facilities – which do not constitute a part of the Agreement – will be invoiced by Jaarbeurs to the Contracting Party on the basis of subsequent costing, at the latest 10 working days of the Activity. The rates valid at the time apply here.
2. The Contracting Party is prohibited from charging a higher rate – than the rate charged by Jaarbeurs – for the additional services and facilities offered by Jaarbeurs, as established in Paragraph 1 of this Article, for delivery to a third party.

Article 14 Furnishing and construction

1. Adjustments in the furnishing and configuration of the Leased property can only be implemented in consultation with Jaarbeurs and with due observance of the provisions in the Accommodation regulations. Jaarbeurs retains the right to issue additional binding regulations.
2. All plans, designs and/or models for adjustment of the configuration of the Leased property should be submitted for approval to Jaarbeurs before or at the moment communicated by Jaarbeurs. Jaarbeurs retains the right to not to approve an adjustment, if necessary without statement of reasons.
3. Any adjustments of the configuration are exclusively carried out by Jaarbeurs.
4. The operation of and work on electric installations, temporary connections, and other facility equipment in the Leased property are exclusively carried out by installers appointed by Jaarbeurs.
5. Any temporary connections to be realized at the request of Contracting Party are required to satisfy the Connection conditions for energy companies, the supplementary Electricity Connection conditions of Jaarbeurs.
6. Jaarbeurs cannot be held accountable by the Contracting Party and/or their users with respect to the availability of wireless Internet, compressed air, heating, energy etc, other than the liability accepted by the relevant utility companies towards Jaarbeurs.

Article 15 Observance by exhibitors

1. The provisions in these General Terms and Conditions also apply to exhibitors. The Contracting Party ensures that all exhibitors will have knowledge of the provisions in these General Terms and Conditions and guarantees the careful and correct observance of these provisions by the exhibitors towards Jaarbeurs.
2. The Contracting Party remains responsible and liable for the proper observance of the provisions in these General Terms and Conditions by the exhibitors and any damage ensuing from the violation of these provisions at all times. The Contracting Party indemnifies Jaarbeurs for all claims by third parties ensuing from the violation of these provisions by the Contracting Party and/or the exhibitors.

Article 16 Other provisions

1. The Contracting Party should notify Jaarbeurs at least 14 days ahead of the Rental Period of the expected attendance of special guests, such as members of the Royal Family and ministerial dignitaries. The Contracting Party is responsible for a fitting welcome of its guests and is required to take proper security measures in consultation with Jaarbeurs.
2. Jaarbeurs cannot be held liable for any damage suffered by the Contracting Party, their personnel or visitors, directly or indirectly – consequential damage, loss of earnings and damage through theft, destruction or any other cause – unless intent or obvious negligence can be attributed to Jaarbeurs.
3. In the event that there are several Contracting Parties, these are all severally liable for any charges ensuing from or in connection with the Agreement.
4. The Contracting Party can never invoke any verbal promises made by on behalf of Jaarbeurs, unless Jaarbeurs has confirmed these promises in writing.
5. All disputes that arise between Jaarbeurs and the Contracting Party as a result of the Agreement, these General Terms and Conditions or any other resulting agreements signed between the parties, will be settled under Dutch law before the competent judge in Utrecht.

These General Terms and Conditions Jaarbeurs B.V. High Five (January 2015) have been deposited with the Chamber of Commerce of Utrecht under number: 30149551 and can be consulted on the Jaarbeurs website: www.jaarbeurs.nl