# FireSafety & Security EVENT 2023

# Powered by Federatie Veilig Nederland, Techniek Nederland en VEB

# Terms and Conditions

These general conditions apply to all registrations and concluded agreements for participation in the events organized by FSSevents (hereinafter referred to as 'organizer") as well as the services to be provided by FSSevents in that context.

# Art. 1: Registration

1.1 By registering for or participating in an event organized by FSSevents, participant declares to have received and agree to these terms and conditions.

1.2 Deviations from these terms and conditions can only be agreed upon in writing. 1.3 Should any provision in these terms and conditions prove to be non-binding, this shall not affect the validity of the remaining provisions.

1.4 Upon receipt of the registration form completed and signed by the registrant, the latter is registered as a participant in an event to be organized by the organizer. The participant declares to be familiar with the objective of the event and will limit his participation to activities that fall within this objective.

1.5 The person who signs the registration form is deemed to be fully authorized to do so on behalf of the participant. The participant cannot invoke on the basis of any lack of authority of the signatory.

1.6 The participant declares to accept all consequences of the registration resulting from the signing of the registration form.

1.7 The participant is fully responsible and liable for the fulfillment of all obligations associated with participation and related to registration as a participant.

1.8 The organizer, if it accepts the submitter as a participant, will send a confirmation to the participant. This confirmation shall state at least:

- place and dates where the event will be held; supplies reserved for the participant. 1.9 The organizer reserves the right to refuse an

entry

# Art. 2: Participant Handbook and Event Regulations

2.1 Participants will be sent the "Participants Handbook" and related login details before the start of the event, relating to the event for which the participant has registered. The provisions of the Participants' Handbook, in conjunction with these general terms and conditions and the Event Regulations, form part of the agreement between the parties. 2.2 Participants will also receive the 'Event Regulations' at the same time as these general terms and conditions. These regulations contain conditions specific to participation in the event in question.

2.3 Should general terms and conditions, the Participants Handbook and/or the Event Regulations differ in a particular case, the provisions of the general terms and conditions shall prevail.

2.2 If self-designed stands are allowed, a design of the stand in the form of a clear drawing to scale in duplicate must be received by the organizer before the date mentioned in the Participants Handbook. The design must comply with the requirements specified in the Participants' Manual.

2.3 All third parties appointed by the participant must be approved by the organizers.

### Art. 3: Provisions concerning the Stand and Goods Exhibited

3.1 The participant is obliged to follow the instructions of or on behalf of the organizer, fire department or other officials charged with maintaining order and safety of his stand, the advertising to be carried on the stand, the products or objects exhibited therein and the decorations to be applied.

3.2 The participant is not allowed to make all or part of the assigned stand available to third parties other than the provisions of Article 5 of these General Terms and Conditions. 3.3 The organizer reserves the right to order the participant to remove exhibited products if, in the opinion of the organizer, they are offensive

or burdensome to others or detrimental to the general interest of the event. In this case, the participant will not be able to claim compensation in any way whatsoever 3.4 The participant declares that all designs,

drawings and the like of the materials present in the booth comply with all legal requirements regarding licenses, trademarks, rights, patents and intellectual property rights.

3.5 No sound amplifying equipment may be used to attract the attention of the public. 3.6 No use may be made of the stand space in such a way that other participants or visitors suffer damage, nuisance and/or nuisance in any form, including noise nuisance, at the discretion of the organizer.

3.7 It is not allowed to hand out flyers or other advertising and/or promotional material to visitors of an event outside the participant's stand space, unless the participant has obtained written permission from the organizer. Handing out flyers from the participant's own stand space is allowed.

3.8 The participant is not allowed to charge an entrance fee or any other kind of compensation to visitors for visiting the stand space or attending demonstrations, presentations and the like during an event.

3.9 The participant is obliged to provide permanent manning of the stand during the opening hours of the event, unless permission has been granted by the organizer.

3.10 The participant is obliged to leave the space placed at his disposal in its original state at the end of the contract period. If the organizer deems it necessary to make provisions to restore the space to its original condition, the costs thereof shall be borne by the participant.

#### Art. 4: Products

4.1 The participant may only exhibit, demonstrate or offer samples of products and services related to FireSafety & security. These activities must remain within the objective of the event at all times.

#### Art.5: Co-exhibitor

5.1 Participant must request prior written permission from organizer to participate with a co-exhibitor.

5.2 Organizer reserves the right to assess whether permission will be granted on a partyby-party basis. This will be communicated in writing in advance.

5.3 If permission for a co-exhibitor is not requested from the organizer in advance, the participant risks that this party/these parties will be removed from the booth. The participant also risks a fine of € 1.500,- per party that has not been reported. Without

written permission from Organizer, participation of third parties unknown to organizer is not allowed at all.

5.4 For each co-exhibitor a separate registration form has to be filled in with the mention 'coexhibitor' and has to be indicated with which participant one is participating.

5.5 Each co-exhibitor owes the registration fee and will receive the Participants Handbook and the corresponding login information just like the participant. Like the participant, the coexhibitor will be mentioned in all communications concerning the event.

Art. 6: Payment obligations/commitments 6.1 From the moment of registration by participant by means of the appropriate registration form, the participant owes the organizer the costs for stand rental and all other costs related to participation in the event. 6.2 Payment of the registration fee and all other payments should be made within 30 days after invoice date, all without discount or compensation, unless a different due date is indicated on the invoice.

6.3 Even if a different billing address is specified, the participant remains jointly and severally liable to organizer for the payment of all costs related to his participation 6.4 If the participant has not paid (in full) the registration fee or any other amount due to the organizer before the start of the construction of the event, the organizer is entitled, after written or verbal notification and notice of default, to deny the participant access to the (construction of) the event and/or to consider the participation agreement terminated with immediate effect. In such a case the exhibitor will remain bound to pay the full participation costs, as well as all other costs owed to the organizer in full, without being able to claim compensation for costs incurred and/or damage suffered in any sense whatsoever in connection with the denial of access to the event and/or the termination of the participation agreement. 6.5 The participant shall owe contractual interest of 15% on an annual basis on the agreed price from the due dates specified in the registration form.

# Art. 7: Cancellation

By organizer 7.1 If serious circumstances, depending or independent of the organizer, give rise to it, the organizer can decide not to let the event take place. The commitments made in the booking confirmation will lapse and the payments already made by the participant will be refunded, withholding the registration fee and the costs incurred by the organizer. The latter up to a maximum of 15% of the agreed amount. The participant in such cases has no claim to compensation.

# By participant

7.2 If 24 hours prior to the time when the event is opened for visitors, a participant has not taken up the stand space allocated to him, this may be considered as a cancellation of participation, to which the relevant provisions are applicable, and the organizer may make this space available to other participants without further summons or notice. In such a case, the participant will remain liable to the organizer for the agreed price in its entirety and the participant will not be able to claim compensation for damages.

7.3 If the participant wishes to cancel his reservation, or is in default of payment (both of amounts and time of payment) as mentioned in the provisions mentioned under article 6, the organizer has the right to charge cancellation costs and to allocate the booth space to other participants. The cancellation fee will be charged in accordance with the following schedule:

- More than 8 months prior to the event: 10% of the total amount due (plus VAT) - More than 6 months but less than 8 months prior to the event: 40% of the total amount due (plus VAT).

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 More than 4 months but less than 6 months prior to the event: 70% of the total amount due (plus VAT)

- Less than 4 months prior to the event: 100% of the total amount due (plus VAT).

7.4 The registration fee paid remains payable to the organizer in all cases.

7.5. Cancellations must be submitted in writing.

# Art. 8: Reduction of Reserved Stand Space

8.1 A change of participation by the participant must be submitted to the organizers in writing only. The organizers reserve the right to apply the cancellation policy set out in Article 6.3, and to allocate the vacated stand space to other participants. The organizers are never obliged to grant the request for reduction of stand space. However, the cost of cancelled stand space shall remain due in full. All changes are valid only after written confirmation by the organizers.

# Art. 9: Dispositional incapacity Participant

9.1 If a participant is declared bankrupt, applies for or obtains suspension of payment or otherwise loses or has lost the power of disposition of (parts of) his assets, as well as if a participant permanently ceases his company, the participant's right to participate in the event lapses. With regard to the amounts (still) owed by the participant, the provisions of Article 6, paragraph 3 of these General Conditions apply.

### Art. 10: Liability and Insurance

10.1 Organizer accepts no liability for damages of any kind suffered or caused by participant as a result of participation in the event.
10.2 Organizer accepts no liability for damage by participant as a result of cancellation by organizer as described in these general conditions.

10.3 Organizer is not liable for any damage as a result of her services in this matter, except for damage directly caused by intent or conscious recklessness of (an employee of) Organizer. 10.4 Liability of the organizer towards the participant is in all cases limited to: - direct damage and never to lost profit or indirect losses and/or damages; and - the total amount of the agreement. If participant has failed in his responsibility or fulfillment of his obligations, organizer is in no

case liable. 10.5 Participant indemnifies organizer against claims of third parties related to the participation of participant in the event. 10.6 Organizer is not liable for loss, missing, theft and/or damage to products and/or goods, before, during and/or after the event. 10.7 Materials of participant and third parties, as well as transport, delay, loss, theft, damage and depreciation thereof, personal injury and consequential damage are not covered by organizer's insurance and organizer is not liable for this. Participant has his own responsibility in this matter. Organizer strongly advises exhibitor to take out the necessary insurance for this. 10.8 If a situation arises that is covered by the insurance taken out by the participant, claims on this insurance will have priority over possible claims on the organizer.

# Art. 11: Non-compliance

11.1 In case of non-compliance with any obligation resting on the participant under these general terms and conditions or any further written agreement, the participant will be in default and the organizer may terminate the agreement with immediate effect without judicial intervention. The participant is obliged to compensate the damage suffered and to be suffered by the organizer as a result of his shortcoming. The claim to the reserved stand space will also lapse.

11.2 At the first request of the organizer, the participant is obliged to behave in accordance with his obligations under these general terms and conditions, as well as to comply with the instructions of the organizer or other officials charged with maintaining order and safety. If the participant refuses to do so, the organizer may demand that the participant within immediately close his stand and remove himself from the event. The participant is excluded from participation for the entire remainder of the event. In the cases referred to in this paragraph and the previous paragraph, the participant cannot claim a refund of the price for the period during which he cannot use his stand, nor can he assert any claim for compensation.

11.3 The organizer is, in the cases referred to in the first and second paragraphs of this article, entitled to demolish the stand and to proceed to the public or private sale of all goods. 11.4 The organizer reserves the right to refuse persons access to the event, or to remove them from the event, if, in their opinion, their presence would cause any devaluation to the general interest of the event, regardless of whether these persons are in any way connected with the participant as agents, employees or the like.

# Art. 12: Postponement or Cancellation

12.1 The participant will indemnify the organizer against all damages, as a result of - directly or indirectly - the non-existence or

partial non-existence of the event, for whatever reason. The organizer reserves at all times the right to change the dates of the event, as well as to adjust the layout and/or the size of the stand. The participant cannot claim compensation in such cases.

12.2 If through postponement or any other adjustment such as changing location, the event can still be held, all agreements between the parties remain valid.

### Art. 13: Attendance

13.1 The participant declares to indemnify the organizer from all obligations regarding the attendance of any participant(s) or visitor(s) to the event, for whatever reason. 13.2 The organizer will make every reasonable effort to ensure the success of the event. All statements regarding the expected number of visitors, methods of promotion or times are only intended as guidelines and no rights or guarantees can be derived from them.

# Art. 14: Intellectual property

14.1 Organizer is entitled to the intellectual property rights related to events it organizes, including at least the (brand) name, logo(s) and the event image.

14.2 The organizer may grant the exhibitor the right to use the (brand) name, logo(s) and/or the event image for promotional purposes. In that case the participant will only use these trademarks and/or images in the way they have been made available by the organizer. The participant is therefore not permitted to use the brands and/or images for purposes other than to promote the event in question, or to distort them in any way.

14.3 In case of violation of the provisions of paragraph 2, the participant is obliged at the first request of the organizer to cease the use of the brand or image concerned.

# Art. 15: Applicability and Disputes

15.1 Organizer reserves the right to amend these General Terms and Conditions during the term of the participation agreement. The participant will be notified in writing of such a change.

15.2 In cases for which these general conditions do not provide, organizer will decide.15.3 The legal relationship between the

13.5 The legal relationship between the participant and organizer is governed by Dutch law. All disputes will be tried exclusively by the competent court in Amsterdam, to the exclusion of other possible competent courts.
15.4 In case of difference in interpretation of translations of these Terms and Conditions, the text of the Dutch version will be used.



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