

**GENERAL TERMS AND CONDITIONS FOR THE USE OF THE FACILITIES AND  
SERVICES OF BRUSSELS EXPO**

**EXHIBITION HALL**

**EXHIBITIONS AND FAIRS**

BRUSSELS EXPO ASBL

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## **CLAUSE 1: DEFINITIONS**

**Brussels Expo:** The object of ASBL Brussels Expo is to promote and develop a meeting and communications space with a view to encouraging economic, commercial, and industrial, scientific, cultural, and leisure activities; consequently, it manages and operates the Complex (as defined below) with the main aim of meeting the needs of Organisers, Exhibitors and visitors to the various events taking place there;

**The Complex:** All the facilities, including Exhibition Halls 1 to 12, the Patio, the Administrative Building, and the Technical Building, located within the district known as Quartier du Centenaire at 1020 Bruxelles, Place de Belgique 1, which can be seen more clearly from the appended plan (including the meeting and conference rooms Cinédoc, Rotonde, 1101, 1102, 1121, 1122, 1123, 1124, 1125, 301, 304, 321 and 324, Ambassador, as well as auditoriums 500 and 2000) ;

**Common Areas:** areas shown on the appended plan (Walkway, Princesse Astrid Hall, Parklane and Satellites) which are not intended for private use other than under specific, exceptional agreement confirmed in writing in the special conditions of use.

**Entrance Halls:** areas as shown on the appended plan which are an integral part of the Exhibition Halls to which they are annexed and where no stands can be installed.

**Passageways:** areas as shown on the appended plan which are an integral part of the Exhibition Halls between which they are located on condition that two adjacent Exhibition Halls are made available to the same Organiser, where no stands can be installed.

**Organiser:** anyone wishing to benefit from the use of the facilities and services of Brussels Expo;

**Exhibitor:** anyone occupying a location within the Complex as part of an event held;

**Event:** an event held within the Complex by an Organiser for a specific period and having the following characteristics: (i) the event is open to visitors who attend either privately or professionally, (ii) the Organiser makes space available to the Exhibitors, either "bare" (without any fittings), or "dressed" (provided with fittings which may go as far as a complete stand), and (iii) the main part of the space where the event takes place is occupied by stands and, possibly, congresses/conferences;

**Exhibition Halls:** the buildings comprising the Complex and numbered for identification purposes from 1 to 12;

**General Terms and Conditions:** the present general terms and conditions for the use of the facilities of Brussels Expo and services relating hereto;

**Special Terms and Conditions:** the special terms and conditions for the use of the facilities of Brussels Expo and services relating hereto

**The Contract:** the set of rights and obligations consisting of the General and Special Terms and Conditions, including the documents and appendices on <http://www.expofile.be/docs/zip>, which are available at any time on the Brussels Expo website [www.brussels-expo.com](http://www.brussels-expo.com). In the event of conflict between the General and Special Terms and Conditions, the Special Terms and Conditions shall prevail.

**Option:** a provisional reservation by the Organiser of all or part of the Complex subject to Clause 3 of these General Terms and Conditions.

**Firm and Final Booking:** a firm and final reservation from the Organiser subject to Clause 3.7 and 13 of these General Terms and Conditions.

To avoid any confusion, the Organiser shall use only the designations listed above in communications with either Brussels Expo or the public.

## **CLAUSE 2: REQUEST FOR APPLICATION**

1.

These General Terms and Conditions are applicable to Brussels Expo and the Organiser with regard to the use of all or part of the facilities and services of Brussels Expo. The Organiser specifically waives the application of its own terms and conditions in its relationship with Brussels Expo.

They shall also be applicable to all Exhibitors and all persons working or acting on their behalf or on behalf of the Organiser (amongst other contractors, sub-contractors, suppliers, and decorators). The Organiser shall advise such persons of these General Terms and Conditions and ensure that they comply with them.

The Organiser further undertakes to advise the Exhibitors of the requirements of the internal bye-laws, the text of which is appended to the Special Conditions, and to ensure that they comply with them.

## **CLAUSE 3: APPLICATION FOR THE USE OF THE FACILITIES AND SERVICES**

1.

The use of the facilities covers and is limited to the use of the Exhibition Halls and premises specified in the Special Conditions for the use of the facilities and services of Brussels Expo. The Plan is attached to these Terms and Conditions for informational purposes and can in no way be considered as a contractual provision of facilities to the Organiser.

The Organiser understands and accepts that certain areas and positions in the Complex such as the catering points, kitchen facilities, toilets, cloakrooms, automatic equipment, etc., are made available to the Organiser, the Exhibitors, and the visitors, but are operated by personnel appointed by Brussels Expo.

2.

The application for the use of the facilities and services may only be submitted by a single Organiser.

The Organiser is strictly forbidden to assign or transfer the rights arising from the Contract to any third party, even on a temporary basis.

3.

Brussels Expo can offer an Option for a limited period notified in writing and determined in each individual case by Brussels Expo. If Brussels Expo does not receive written confirmation from the Organiser by the last day of the period indicated by Brussels Expo, the Option is automatically cancelled. If, during the validity of the Option, Brussels Expo receives another application covering the same period, the Organiser must confirm its own Option in writing within 3 working days from being notified by Brussels Expo of the other application. If it fails to do so, then the Option will be cancelled.

Cancellations and confirmations of Options must be notified by e-mail to the address given by Brussels Expo. Once confirmed by an Organiser, the Option will become a Firm and Final Booking.

Cancellations of Firm and Final Bookings – for any reason – will be subject to the provisions of Clause 7 of these General Terms and Conditions.

## **CLAUSE 4: CONDITIONS OF OCCUPATION**

### **Programme**

Only the Event/s specified by the Organiser in the Contract can be held. In the case of events of a political, military, or moralistic nature, the Organiser shall indicate this on first contact and this must be stated in the Contract.

Any breach of this Clause shall result in automatic cancellation of the Contract without prior notice and

without the Organiser being able to claim damages. The same shall apply if Brussels Expo considers that the nature of the Event harms or may harm it. Brussels Expo reserves the right at any time to ban the holding of an Event which has come to contravene existing legislation without prejudice to the application of Clause 7 and without the Organiser being able to claim compensation.

Brussels Expo reserves the right not to admit an Exhibitor, even if accepted by the Organiser, if it considers that the activities of this Exhibitor bear no relation to the nature or object of the Event.

The Organiser and the Exhibitors must comply with any decisions taken by Brussels Expo in order to handle unexpected situations and cases.

## **Dates**

1.

The occupation of the parts of the Complex and the use of the contractual services shall only be authorised for the dates indicated in the Contract, in the understanding that the relevant areas of the Complex must be fully vacated and restored to their original condition by the date for completion of dismantling indicated in the Contract.

Every additional occupation before or after the dates agreed in the Contract, shall be invoiced to the Organiser in accordance with the sum stipulated to such effect in the Contract and shall be deducted from the guarantee deposit, without prejudice to any damages or interests to which Brussels Expo may be entitled.

If the Organiser does not organise the Event for which it has the use of the facilities and services, Brussels Expo shall be fully entitled to recover the use of the facilities in question without prejudice to the application of Clause 7, and in this case shall determine the compensation to be paid by the Organiser.

2.

The Complex and its surroundings must be totally cleaned and emptied of all items (in particular decorations), including adhesive tape.

The cleaning shall be the responsibility of the Organiser and shall be completed before midnight on the last day of occupation. The Organiser is obliged to call on the cleaning companies approved by Brussels Expo to carry out the cleaning, the list of which is available upon request from Brussels Expo. The Specifications to be complied with by the Organiser are accessible on the website [www.brussels-expo.be](http://www.brussels-expo.be) and form an integral part of these General Terms and Conditions.

All waste (wood, carpet, cardboard, etc.) must be taken to the Brussels Expo sorting centre. Brussels Expo will invoice the Organiser for the sorting and removal of the waste.

## **Inventory**

On the first and last days of the occupation period, a representative of Brussels Expo will be available to the Organiser to inspect the premises. If the Organiser fails to appear or send a representative, then the Brussels Expo representative will carry out the inspection, and make the report available to the Organiser. In this case, the inventory will be deemed to have been established by both parties and the Organiser will irrevocably renounce any dispute in this regard. No claims will then be accepted.

The Organiser acknowledges that it has received the elements of the Complex indicated in the Contract as well as their direct surroundings, both inside and outside, in good condition, unless otherwise stated in the inventory. The Organiser shall be responsible for all damage caused to the Complex and its surroundings (buildings, furnishings and equipment) during the period of occupation, even in the event of disturbances or rioting.

Damage will be repaired by Brussels Expo and the costs may, at Brussels Expo's discretion, be deducted from the guarantee paid by the Organiser, as stated in Clause 7. The same applies to the cost of any removal by Brussels Expo of waste which has not been removed within the required timescale, as well as

the removal of adhesive tape, nails and stains (grease, oil, paint, etc.).

If the guarantee deposit is not sufficient to cover these expenses, the remaining amount shall be invoiced to the Organiser who shall pay the invoice within the given time.

For Events in which soil, sand, pebbles etc. are used, special care shall be taken to remove these materials completely, including dust.

Organisers of Events where animals are present shall ensure that all traces of straw, manure, urine, etc. are removed, and shall be responsible for disinfection and vermin extermination.

### **Smoking ban**

**Smoking (including electronic cigarettes) is strictly forbidden in all the Complex buildings.** The Organiser undertakes to ensure that this ban is complied with by all interested parties (especially Exhibitors, contractors, suppliers, and visitors).

### **CLAUSE 5: SERVICES INCLUDED IN THE HIRE**

1.

The cost of hiring the parts of the Complex specified in the Special Terms and Conditions also includes the benefit of the following services:

#### **General**

- Cleaning of the common areas, except where the area in question is private under the Special Terms and Conditions;
- Availability of sanitary facilities;
- Availability of a limited number of parking spaces near the Complex (c. 10 spaces per Exhibition hall)
- Availability to the Organiser, if space permits, of a room for use by the Event secretariat, provided with standard furnishings (limited to everyday use) and equipped with telephone and standard internet connection;
- Access to the WiFi network in the complex (except outdoors) in its current condition, given that Brussels Expo constantly monitors the improvement of this network and cannot guarantee perfect cover;
- Service of a technical/sales coordinator with telephone hotline;
- During the hours of the Event, availability of the technical personnel necessary to resolve any problems (the technical personnel shall consist of at least 1 plumber, 1 electrician, and 1 handyman); if the Organiser considers it of use to authorise its Exhibitors to work throughout, or during part of, the night (in accordance with the current legislation) before or after the Event, the technical service may be provided by Brussels Expo at the Organiser's expense);
- Availability of a cash dispenser in the Complex or in its immediate vicinity (depending on the spaces used);
- Positioning of flags on the poles fixed to the facades of the exhibition halls, as well as in special positions within the Complex designed to take mobile poles.
- Mention of the Events on the Calendar of Events on the Brussels Expo website;
- Electronic ticketing and access control (in accordance with the provisions of the ticketing contract);

#### **Security**

- Control post manned 24/24;
- Complex monitored by a network of cameras managed by an approved security firm;
- System of accreditation and access control (in accordance with the accreditations contract);
- Availability of a money counting centre;

- Availability of a safety and first aid centre, on the understanding that in the case of simultaneous Events the relevant manning costs will be shared between the various Organisers on the basis of their periods of occupation;
- Provision of a crisis and safety centre;
- Services of a Safety Coordinator appointed by Brussels Expo (pursuant to the Law of 4 August 1996 on the well-being of workers);

**Public address system:**

Availability of sound equipment permitting broadcasting of messages and music;

If the Organiser wishes to broadcast background music via the sound systems provided, it must contact Brussels Expo. For any other music broadcasting, the Organiser shall comply with the regulations on the public broadcasting of music (in particular the Law of 30 June 1994 on copyright and ancillary rights) and contact the collecting societies (in particular Sabam and Rémunération Equitable).

**Heating:**

Management of the heating plant in accordance with the instructions of the Organiser, on the understanding that the costs of heating the areas occupied by the Organiser (including common areas) will be invoiced to it;

2.

The services included in the fee to be paid for the occupation of (part of) the Complex are understood as standard. They are set up at the discretion of Brussels Expo on the basis of its experience and information supplied by the Organiser.

All other services shall be the responsibility of the Organiser, in particular the costs of foreseeing additional measures in the interests of order and security.

**CLAUSE 6: PAYABLE SERVICES**

1.

Certain services are not included in the hiring. These services, described below, are paid for and managed exclusively by Brussels Expo or its partners.

2.

Brussels Expo is the only party empowered to manage the electrical, gas, water and compressed air mains, internet connections (in addition to the relevant services), rigging, and the installation of vents and car parks. These services must be ordered via the webshop made available by Brussels Expo on its website <https://shop.expo.brussels/expo>.

No generators or WIFI aeriels are to be installed in the Complex without the specific written consent of Brussels Expo.

If Brussels Expo authorises the use of fixed technical equipment, the Organiser shall be solely responsible for any damage to such equipment, and shall pay in full for restoring them to operating condition. The Organiser shall not hold Brussels Expo responsible for breakdowns of such equipment.

3.

Brussels Expo delegates some of its activities to partners specialising in various areas. These are, in particular:

- the general supply of food and alcoholic and non-alcoholic drinks, including catering and restaurant services;
- cleaning;
- the sorting and removal of waste;

- telephone;
- management of toilets and cloakrooms;
- guarding staff

Brussels Expo has granted its partners exclusive rights to operate the activities in question. The Organiser undertakes to respect this exclusivity, and to ensure that its Exhibitors do likewise.

More specifically, Brussels Expo has granted exclusivity for the supply of food and alcoholic and non-alcoholic drinks (catering and restaurant services, bars, retail outlets, delivery to stands, automatic dispensers, etc.) to the SCRL (cooperative limited company) BECS. As a result, the presence of any service supplying food and drinks other than by SCRL BECS, even against payment of an attendance fee, will not be authorised.

4.

The service charges as mentioned per point 3 above are set by Brussels Expo's above-mentioned partners and are liable to change. In the period between the signing of the Contract and the Event, the Organiser will receive offers for these services, which will all be tailored to the Organiser's instructions. The services will be invoiced after the Event based on the last offer notified by Brussels Expo.

As these services are managed for Brussels Expo, all correspondence in this connection must be addressed exclusively to Brussels Expo.

5.

Brussels Expo has a list of preferred partners for the other services usually required or useful during Events. The Organiser and Exhibitors are encouraged to call upon these partners. If necessary, the Organiser undertakes that it and its Exhibitors will place orders with these partners via Brussels Expo (for some of these services, orders have to be placed through the webshop made available by Brussels Expo on its website [www.brussels-expo.com](http://www.brussels-expo.com)).

## **CLAUSE 7: PAYMENTS - GUARANTEE DEPOSIT - CANCELLATION**

1.

The fee payable for the use of the Complex and related services as well as the sum deposited as a guarantee shall be paid on the dates stipulated in the Special Terms and Conditions. The amount of the guarantee is intended to guarantee the payment of the payable services, any damage noted in the leaving inventory and any additional occupation before or after the dates agreed in the contract,

If full payment is not made on time, Brussels Expo shall be released from all of its obligations under the Contract or the Firm and Final Booking, without prejudice to claiming the unpaid balance and/or damages and interest. Payment of sums due for the use and the guarantee deposit mentioned above is therefore a condition for access to the Complex.

Any amount not paid when due will be increased, automatically and without prior notice, by a monthly interest rate calculated at a rate of 8% per annum. In addition, a lump sum equal to 10% of the amount of the unpaid invoice will automatically be charged.

2.

All sums due for payable services are invoiced to the Organiser and must be paid by the Organiser within the given timescale. Brussels Expo may, if it so wishes, retain such sums owed for damages, repairs to the premises or any additional occupation from the deposit paid by the Organiser.

3.

The Organiser shall pay a fixed sum as compensation in the event that, for any reason, it terminates the Contract (by registered mail), or if it cancels the Contract for any reason.

The fixed compensation payable by the Organiser shall be as follows:

- If the decision to terminate the Contract or cancel the Firm and Final Booking is made more than one year before the occupation start date, the Organiser shall pay Brussels Expo a fixed sum equivalent to 30% of the total charge for hiring the Complex and the related services;
- If the decision to terminate the Contract or cancel the Firm and Final Booking is made between six months and one year before the occupation start date, the Organiser shall pay Brussels Expo a fixed sum equivalent to 75% of the total charge for hiring the Complex and the related services;
- If the decision to terminate the Contract or cancel the Firm and Final Booking is made less than six months before the occupation start date, the Organiser shall pay Brussels Expo a fixed sum equivalent to 100% of the total charge for hiring the Complex and the related services.

If the decision to terminate the Contract or cancel the Firm and Final Booking is not notified by registered mail, the Organiser shall be obliged to pay Brussels Expo lump sum compensation equal to 100% of the total amount due for hiring the Complex and the related services.

The Organiser irrevocably and definitively waives the right to dispute the fixed assessment of the compensation thus agreed in advance. It acknowledges that these sums correspond to the real loss suffered by Brussels Expo in the event of cancellation of the booking.

#### **CLAUSE 8: LIABILITY, INSURANCE AND LEGISLATION**

##### **Liability**

1.

The Organiser shall be fully liable to Brussels Expo for the proper execution of the Contract and to third parties (and Brussels Expo) for all damage, costs and physical injury, material and consequential damage, whether related or consecutive, which may affect such third parties during the separate, or joint and several occupations of the premises made available and in particular in its capacity as organiser of the event. The Organiser will hold harmless and indemnify Brussels Expo (in principal, interest and costs) in relation to any claims which should be introduced by third parties against Brussels Expo (or its employees, appointees, representatives, organs, sub-contractors or executing agents in any capacity whatsoever) following the organisation of the Event in the Complex.

2.

Apart from cases of malicious intent, Brussels Expo shall in no circumstances be held responsible for harm suffered by the Organiser or third parties in relation to the use of the Complex, regardless of cause, in particular the following:

- material or consequential damage or physical injury etc. arising as a result of the occupation of the Complex (erection and dismantling period included); this shall include damage, loss, theft, damages and harm of any kind caused to the property of the Organiser or one of its joint contractors or property which it is storing, safeguarding or using;
- the unavailability of the Complex due to fire, explosion, falling aircraft, mass movement, strike, labour conflict, bomb scare, hold-up, vandalism, malice, attack, terrorist action, natural disaster, act of God, etc.
- the total or partial interruption of supplies of electricity or other mains services.

In a more general manner, Brussels Expo shall not be held responsible to the Organiser and/or third parties for any damaging consequences of acts or omissions on its behalf or on behalf of its appointees,



except in case of malicious intent.

The Organiser acknowledges and agrees that the liability of Brussels Expo will be limited to a ceiling corresponding to the sum of the amounts invoiced by Brussels Expo to the Organiser in relation to the use of the infrastructures. This sum can never exceed the available insurance cover.

3.

Any measures taken by or on behalf of Brussels Expo, in particular relating to compliance with its regulations, the RGPT (general regulations on industrial safety), the RGIE (general regulations on electrical installations), and/or other legal or administrative regulations shall not release the Organiser from any of its responsibilities and shall in no way incur the liability of Brussels Expo, the City or Brussels, or the incumbent.

4.

No compensation will be granted to the Organiser if all or a part of the Complex cannot be made available on the contractual dates due to force majeure. It is the responsibility of the Organiser to take out insurance to cover situations of this nature.

### **Insurance policies**

1.

The Organiser undertakes to take out Operating/Organiser civil liability insurance with an insured limit of at least € 2,500,000 per claim to cover pure and consecutive material and contingent damage and bodily injury without any sub-limits and in accordance with professional good practice in the sector, and including “entrusted objects” cover of at least €25,000. The Insurance shall be underwritten by an approved insurance company, on the understanding that the insurance policy must contain the general waiver described in the point here-below. If necessary, the Organiser and/or its sub-contractors/suppliers will take out additional adequate Post-Delivery insurance.

The insurance obligations set forth above are the minimum required and do not imply any restriction of liability of the Organiser.

The Organiser shall provide evidence of insurance when signing the Contract. If, for any reason whatsoever, such evidence is not supplied on signing of the Contract, this shall not release the Organiser from its obligation to take out such insurance. All costs the Organiser may have to bear due to an insurance gap shall be reimbursed in full by the Organiser. In addition, Brussels Expo reserves the right to refuse access to the Complex in the event of the Organiser not having insurance, without prejudice to the other provisions of these General Terms and Conditions.

If the Organiser is unable to take out one or all of the aforementioned insurance policies, Brussels Expo may, alone and at its own discretion, provide it on behalf of the Organiser, for which the Organiser is responsible, who shall be responsible for refunding the premiums therefor. The Organizer remains responsible for the deductibles provided for in the said policies, and liable for all damages that are excluded therefrom and those that may arise from by risks not covered. This does not relieve the Organiser of its obligation to take out adequate insurance and its liability arising from the failure to do so.

2.

In order to enable it to negotiate its insurance cover properly in full knowledge of the facts, the Organiser is informed that Brussels Expo itself holds an “All Risks Except” insurance policy for the buildings of

which it is the assignee and their fixed content (property by incorporation), with waiver of recourse from its insurers, with exception of malicious incidents and to the extent that the party liable is not insured for its liability against all owners, contracting parties, Exhibitors or other occupants of the infrastructures, visitors bound by a mutual waiver.

Brussels Expo has also taken out on its own account and on behalf of its contracting parties, a Public Liability Insurance policy in the event of fire or explosion in establishments accessible to the public (Law of 30th July 1979).

The Organiser shall, however, be liable to pay Brussels Expo for any contractual excess, and any damage which is excluded or arises from risks which are not covered.

3.

As a reciprocal gesture, the Organiser shall insure under a comprehensive insurance policy both its moveable property and the structures (stands, etc.) and other properties it may bring into the Complex. The Organiser shall also include a waiver in its insurance contracts (except in cases of malice and insofar as the liability of the party responsible is not covered insurance) in relation to Brussels Expo and its insurer as well as to the City of Brussels, which owns the buildings. It shall impose the same obligation on all its joint contractors (Exhibitors, sub-contractors, etc.).

4.

The Organiser shall take out any other insurance it deems required or of use (loss of earnings, accidents at work, etc.) with the sole restriction that it must first notify its insurers of the waivers mentioned hereunder.

### **Waiver**

By the principle of reciprocity, in view of the waiver provided for in the "All Risks Except" insurance contract taken out by Brussels Expo, the Organiser unconditionally and irrevocably waives any recourse against Brussels Expo for any damage regardless of cause or proposer (except in cases of malice and insofar as the party responsible is not covered by liability insurance). It advises its insurers, for which it answers, of this provision for others and imposes the same waiver on its joint contractors (Exhibitors, sub-contractors, etc.). This waiver extends to the official bodies, representatives, subsidiaries and umbrella and sister companies of Brussels Expo, as well as to the City of Brussels, the owner of the Complex, the sub-contractors of Brussels Expo or one of its subsidiaries, the other occupants of the infrastructures, and the participants in the Event.

### **Legislation**

The Organiser shall comply with the legislation in the widest sense and in particular the social and fiscal provisions applicable to its business, as well as the rules governing its Event. It undertakes to contact the organisations concerned with its Event in good time and to pay all taxes, dues and charges payable on the occasion of the Event.

It undertakes to impose this obligation on all its joint contractors and the various parties operating within the Complex throughout the occupation period.

Brussels Expo shall therefore in no circumstances be held responsible for the consequences of the Organiser and/or its joint contractors being unaware in general or in particular of social or fiscal legislation. The Organiser shall hold Brussels Expo free from harm under this heading. In no circumstances shall the Organiser also be able to claim damages from Brussels Expo due to this

legislation.

Brussels Expo reserves the right to claim from the Organiser for all damages with a view to covering the consequences of failure by the latter to apply the aforementioned legislation, including loss of the image and reputation of Brussels Expo arising from practices contrary to legal and/or honest usage in commercial matters imputable to either the Organiser or third parties acting at its request or in the context of the Event in question.

## **CLAUSE 9: INSTALLATION WORK**

1.

Installations of any kind produced for the purposes of the Event shall be at the expense of the Organiser and/or the Exhibitors.

2.

All installation work shall be carried out in strict compliance with the applicable legal or regulatory requirements and the “General Safety Instructions”. In all cases, the installation work and the installations themselves shall, besides the the safety equipment mentioned in the above document, leave the doors of the services premises, electricity pylons, the grids of the heating equipment, and all similar equipment free, accessible and visible.

The installation work shall be carried out without in any way damaging the Complex and its surroundings, obstructing the operation of the equipment of its infrastructures or causing any direct or indirect danger to persons or goods of any kind.

Brussels Expo shall appoint a Safety Coordinator pursuant to the Law of 4th August 1996 on the well-being of workers. This shall be Peter Ghoos (Vinçotte – Business Class Kantorenpark, Jan Olieslagerslaan, 1800 Vilvorde. Tel.: 0479/79.02.74 - e-mail: [pghoos@vincotte.be](mailto:pghoos@vincotte.be)).

The Organiser shall submit the Event layout drawings to the Safety Coordinator for approval. These drawings shall also be sent to Brussels Expo for information.

Independently of the opinion given by the Safety Coordinator, Brussels Expo reserves the right to insist on having any modifications it considers useful or necessary in accordance with the provisions of this Clause made to the drawings/floorplans and execution on site.

The Safety Coordinator shall carry out inspections between the beginning of the occupation period and the opening of the Event to the public. He shall give his opinion on safety and draw up a report after each visit. The Organiser undertakes for itself, its Exhibitors, and their contractors and sub-contractors (and everyone concerned) to comply with these reports.

Once the work has been carried out and at the latest before the Event opens to the public, the following information shall also be sent to the Safety Coordinator in accordance with the “General Safety Instructions”.

- a set of drawings/floorplans and a copy of the report from Vinçotte (or any other approved certification body);
- a list of the contractors working for the Organiser and these contractors’ HSE charters;
- a list of the Exhibitors;
- a list of the contractors working for the Exhibitors, and these contractors’ HSE charters;

In no circumstances shall the absence of comments from the Brussels Expo departments be considered to constitute approval.

3.

All stands shall be fully free-standing, and shall not be suspended from or supported by the walls or ceilings. No exceptions shall be made to this requirement other than under the responsibility of the Organiser and in compliance with the procedure mentioned in the "General Safety Instructions".

In the parts of the Complex with hard floors, if an Exhibitor wishes to raise a stand above the level of the aisles by laying a floor, this must be considered as part of the layout of the stand to be agreed between the Exhibitor in question and the Organiser.

#### **CLAUSE 10: SECURITY**

The Organiser undertakes to provide monitoring of the parts of the Complex that are the object of the Contract on the basis of at least one permanent security guard (24/24) per Exhibition Hall. This shall cover the periods of erection and dismantling and the days when the Event is open to the public. It shall also place a security guard at each of the points of access to the Complex used during the occupation period. These access points shall be determined by agreement between Brussels Expo and the Organiser. If entry is through the Princess Astrid Hall but the access control is only at a satellite or an Exhibition Hall, the Organiser shall provide an additional or guard for the Princess Astrid Hall itself.

In addition, the entire security plan and all surveillance tasks must be carried out by the security company approved by Brussels Expo with the Brussels Expo security officer, at the Organiser's expense.

The Organiser undertakes to place, at its expense, an appropriate number of security guards after having analysed the risks related to his Event, taking into particular account the activities held simultaneously on the Brussels Expo site, the specifics of his Event, the current level of security and the estimate of the number of visitors to its Event. The Organiser remains solely responsible for the security of its Event and any incident that occurs there. An accreditation system shall be set up with a view to access to the Complex, and the Organiser and its joint contractors shall therefore only have access by means of this accreditation system. The Organiser is strictly forbidden to bring third parties into the Complex with the exception of its staff, sub-contractors and Exhibitors (hereinafter "Authorised Third Parties"). It shall inform Brussels Expo of the arrival of such Authorised third parties and make sure that they do not access the Complex without first obtaining personal accreditation (see also the accreditations contract).

Only security staff, guards, cleaning services and technical personnel are authorised to be present within the Complex before and after the erection/dismantling times and before and after the times when it is open to the public.

#### **CLAUSE 11: EASEMENTS**

The Organiser understands and accepts that it must allow Brussels Expo (including its personnel and sub-contractors) permanent access to the Complex.

Brussels Expo reserves the right to make modifications to the Complex after the signing of the Contract without the Organiser being able to claim any compensation whatsoever.

#### **CLAUSE 12: PUBLICITY**

1.

All publicity apart from the exclusive announcement of the Event, object of the Contract, is prohibited within the Complex. The Exhibitor's advertising of its own products and/or services (including the showing of promotional films) is authorised strictly within the limits of its stand. The Organiser and the Exhibitors may, however, rent the advertising spaces provided for this purpose by Brussels Expo.

Advertising in the surroundings of the Complex is also forbidden. The Organiser and Exhibitors may, however, rent advertising spaces by contacting the existing display network manager whose contact details are available on request.

2.

The Organiser authorises Brussels Expo to take photographs on the occasion of its Event. Brussels Expo undertakes that these photos will only be used for its own promotional purposes.

3.

The Organiser undertakes to promote Brussels Expo as the place where its Event is to take place in all communications regarding the said Event. To this end, the Organiser shall publish or broadcast the commercial name and logo of Brussels Expo and its website details in all media (such as commercials, audiovisual messages, posters, brochures, websites, etc.) and on the Event admission tickets.

The names of Brussels Expo (commercial name, logo, website, brand, etc.) are protected by intellectual property rights and shall remain entirely the property of Brussels Expo. Brussels Expo grants the Organiser a free, non-exclusive, non-assignable licence to use its names (including particular the rights of reproduction and publication in the widest sense) for the duration of the Contract so that the Organiser can promote Brussels Expo in accordance with the above undertakings.

The Organiser undertakes only to use the name "Brussels Expo" to indicate the place where the Event it is organising is taking place. It shall not use this name in any way that may lead the public to assume that the Event is organised by or with the cooperation or patronage of Brussels Expo.

#### **CLAUSE 13: TERMINATION**

If the Organiser fails to execute any of its contractual obligations in full or in part, Brussels Expo may, if it sees fit, deem the Contract legally terminated fifteen days after giving notice to this effect. A registered letter will suffice to serve this notice.

If the failure which justifies the early termination of the Contract relates to the obligation to make payment within the timescale stipulated in the General Terms and Conditions or to failure to comply with safety measures, this fifteen-day period may be reduced to a minimum, at the discretion of Brussels Expo.

Similarly, in the event of bankruptcy or composition proceedings, the Contract shall be automatically terminated with no further formalities by virtue of this formal termination clause.

In the event of termination of the Agreement as of right, the Organiser gives Brussels Expo an irrevocable mandate to release the facilities at the Organiser's expense.

**In the case of termination or cancellation, Brussels Expo reserves the right to demand, in addition to compensation for the evacuation of the Complex, any damages resulting from the failure to execute the Contract or the cancellation of the Firm and Final Booking.**

#### **CLAUSE 14 - MISCELLANEOUS PROVISIONS**

The Contract constitutes the full agreement between the Parties and replaces any prior documents, letters of intent, agreements, contracts or proposed contracts, written or oral communications, between the Parties in relation to the subject of the Contract.

The Contract shall not be amended other than with the written consent of both Parties. Only the Contract shall be applicable, to the exclusion of the Organiser's General or Special Conditions.

Invalidity of one or more of the clauses of this Contract or part thereof shall not affect the validity of the Clause or the Contract as a whole. If necessary, the Parties shall replace the invalid clause or part thereof with a clause of an equivalent nature.

The Courts of Brussels shall have sole jurisdiction. Belgian Law shall be exclusively applicable.