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Terms and Conditions for participation including Fire Regulations 59th Tong Tong Fair

In these Terms and Conditions Tong Tong Fair shall hereinafter be referred to as 'festival'. Management is understood to mean the management of the Pasar Malam Besar B.V. 'Exhibitor' is understood to mean a natural person who or a legal entity or company which has rented a stand from the management in order to pursue, during the opening hours of the festival, propaganda, informational and/or commercial activities.

1. Application for and allocation or refusal to allocate stand space

- a.** You are requested to submit your application to participate to the management, on the basis of a floor plan, by filling in an application form sent by the management, stating the articles and/or products you wish to sell—including their brand names. Additional products and/or articles may be included in consultation with the management of the festival.
- b.** The management reserves the right to reject an application to participate without stating the reasons.
- c.** The minimum stand space is in general:
Sales stands: 6 m²; food stands: 12 m²
Built-in stands: 6 m²; Corner stands: 9 m²; Front stands: 2.4 m²;
Island stands: 48 m²
If an application for less space is submitted the management has the right to only consider that application after all other applications have been allocated.
- d.** Stands adjacent to the Tong Tong Bar and Café 'De Haagse Dierentuin' are assigned with a rear wall, height 2.50 m., and delivered in the preferred colour. The exhibitor will be charged 50% of the costs at € 14.50 per lineal metre.
- e.** By signing and submitting the completed application form the applicant declares to agree with these terms and conditions, with any special terms and conditions that may apply and with the regulations.
- f.** The applicant shall be notified in writing as soon as possible after reception of the application form of the allocation of – and possible refusal to allocate - the requested space. After having received the allocation notification the agreement is in force for both parties, with the exception of the stipulation under **1 i.**
- g.** The management may attach conditions to the submission of certain articles or products and/or the permission to demonstrate certain work and/or preparation methods, which conditions shall have to be made known to the future exhibitors simultaneously with the allocation notification.
- h.** Without written permission from the management the exhibitor may not use the stand space, service or storage space and space for kitchen units allocated to him for any other purpose than the purpose for which it is rented. Subletting of space – whether against payment or not – is prohibited. See also **11 b.**
- i.** The management has the right to reconsider up to one month prior to the opening day of the festival the allocation of the stand space, if compelled by force majeure, including pressing reasons of organisation or reorganisation. If no agreement can be reached about new space to be allocated, the exhibitor shall be released of his obligations instantly and automatically. Any rental and deposit paid shall be reimbursed by the management without any deduction, of whichever nature, possibly increased by any costs already made by the exhibitor for his participation, which shall be made known by the exhibitor to the management at the latest within one week after the release of the obligations.
Any ensuing dispute shall be arbitrated by a tribunal as referred to in article **15.**

2. Payment of stand-space rental

- a.** Payment of the rental due for the stand space shall be realised in two instalments: 50% shall be paid within two weeks after reception of the invoice by the exhibitor in the manner indicated by the management and 50% no later than one month before the opening day of the festival. If stand space is allocated within one month before the opening of the festival, the entire amount due for this stand space shall be paid on the first day after reception of the allocation notification. Stand operators who have chosen for payment with discount options are required to comply with the amount payable in accordance with the corresponding terms of payment. At all times a deposit is due of € 6 per square metre of rented sales stand space and € 9 per square metre of rented food stand space.

This deposit has to be paid immediately after allocation of the stand space. The requested stand space may only be considered reserved for the exhibitor after he has paid the deposit.

- b.** In case the instalments are not paid on time, all extrajudicial costs incurred by the management with relation to collection of the amount due, shall be borne, without exception, by the defaulting exhibitor. Furthermore, the exhibitor in question shall have to pay the management a default interest of 1% per month over the amount due or the unpaid part thereof, as of the day the amount should have been paid up to the day the total amount has been paid.
- c.** Furthermore, in case of failure to comply on time with the payment obligations the management may make use of the rented space, and the right of the exhibitor to make use of the rented stand space is cancelled as well as the right to reimbursement of any funds already paid by him. Besides, depending on the circumstances, the defaulting exhibitor may be held liable for the entire rental of the stand.
- d.** An application for participation cannot be withdrawn or altered solely by the exhibitor. A request to cancel participation can be approved by the management subject to the following cancellation charges to be born by the exhibitor concerned:
 - 50% of the stand rental charges for cancellation after confirmation of participation;
 - 75% of the stand rental charges for cancellation less than 2 months prior to the first construction day of the exhibition;
 - 100% of the stand rental charges for cancellation less than 1 month prior to the first construction day of the exhibition, plus 21% VAT.A request for cancellation should be applied for in writing and signed.
- e.** If an exhibitor exceeds the space allocated to him when setting up his stand, he shall – if the management agrees with the exceeding – pay the applicable price per square metre for the extra space at first request to that purpose by the management.
- f.** In case the exhibitor does not comply with the conditions referred to under **2 a** up to and including **2 e**, he shall lose the right to use the space rented by him. However, he shall remain fully liable for the costs which have been made on his behalf after allocation of the space to him by the management. Furthermore, the management retains the right to claim the entire rental due.

3. Exclusivity

Exclusivity is not granted, except in special cases which shall be assessed by the management annually. An exhibitor shall never be able to rely on the fact he was silently of the opinion – on the basis of any assumed use, or the nature of his display, article, product, working method or whatever may be the case - that he has exclusive rights to the exclusion of others.

4. Oral agreements

Oral agreements are not binding for the management or the exhibitor, unless they are confirmed in writing by both parties.

5. Cancellation of a festival

- a.** If a festival is not held, the exhibitor is not entitled to compensation. Any stand rental paid shall be reimbursed by the management within one month after notification.

b. If, as a result of or in relation to fire, storm, flooding, contagious diseases, riots, strike, lock out, national mourning or whatever exceptional circumstances, the festival cannot be held either wholly or in part for the entire duration or part thereof, or cannot be held in time, it shall be decided on the basis of a report by the tribunal referred to in article 15 which part of the paid rental and possibly paid deposit shall be reimbursed to the exhibitors by the management.

6. Obligation to use the space; set up/organisation/removal of the stand

- a. Mutual exchange of stand space between exhibitors is not allowed except with written permission from the management.
- b. The exhibitor is obligated to occupy the stand space - with own partition walls - rented by him, including the covered and open seating areas. The set up and organisation of the stand space have to comply with aesthetic and practical requirements, including the finishing of the side and/or back partition(s) visible to the public. The management has the right – after one warning – to appropriately finish the stand of the exhibitor at his expense in case of his default, or to have it finished.
- c. The exhibitor is obligated to cover the floor space visible to the public within the boundaries of the stand with floor covering. The management has the right – after one warning – to provide the stand of the exhibitor with floor covering in case of his default, or to have it covered. Exhibitors who have a food stand are obligated to also cover floor space not visible to the public. See also **g e**.
- d. The name of the exhibitor shall be marked clearly above, on or in the stand. In the first case permission of the management is required if the air space is used in any which way for advertising the name.
- e. The exhibitor is obligated to ensure that his stand is ready at the time determined by the management at the moment the contract is concluded.
- f. The exhibitor is only allowed to add or remove articles or products to and from his stand if the management agrees.
- g. If an exhibitor fails to use the space rented by him, including the covered and open seating areas, or uses this space or has it used contrary to the terms and conditions applying to the rental – with the exception of exceptional circumstances for the exhibitor – the management can without further legal action clear the stand at the expense of the exhibitor, or have it cleared. In case the rented stand remains unused by the exhibitor or in case it is cleared by the management the management has in both cases the right to fill the space at the expense of the defaulting exhibitor, or have it filled.
- h. The exhibitor is obligated to comply with the regulations stipulated by the authorities, the fire brigade and other government institutions. The management shall ensure that insofar as possible they are made known simultaneously with the invitation to participate. In case of violation see **ix b**.
- i. The aisles indicated by the management shall be kept entirely free. Exits, passages and emergency exits shall be kept entirely free and unobstructed. In case of violation see **ix b**.
- j. Placing of chairs, tables, clothes racks or other objects and displaying of articles in the aisles or elsewhere outside the boundaries of the stand is not allowed. In case of violation see **ix b**.
- k. The exhibitor is not allowed to make use of the partition walls of an adjacent stand or the walls of the festival tents. With regard to the height of the stand the exhibitor shall comply with the regulations to be made known beforehand by the management. In case of violation the management has the right to place partition walls by a certified stand builder at the expense of the exhibitor.
- l. The exhibitor or any third party working for him, may not damage or break open any partition walls, tarpaulins, floors or any other parts of the festival space except after permission from the management. Possible repair costs shall be borne by the exhibitor.
- m. Articles, objects, persons or anything else which is contrary to public order, safety and good morals may not be exhibited.
- n. If necessary, the exhibitor is obligated to install lighting in his stand to the extent that the aesthetic appearance of the festival is not damaged and other exhibitors are not hindered by it. The use of bright, white (LED/CFL) light is prohibited. The management has the right, in case the exhibitor fails to comply with the instructions – after one warning – to make the required changes at the expense of the exhibitor, or to have them made.
- o. The exhibitor is obligated to keep his stand in a good condition and clean during the festival. In case of violation see **ix b**.
- p. Any person in the stand who misbehaves may be removed by or on behalf of the management from the premises and be denied further access.
- q. The management prescribes binding regulations for clearing and removing of the stand.
- r. The appearance of the stand and the information to the public shall be guaranteed by the exhibitors from the moment the festival is opened until the festival is closed.

In case of violation the management may – after one warning – impose a fine of at most € 250 per violation.

Furthermore, the management has the right to open the stand to the public during the opening hours of the festival if the exhibitor fails to do so or is not present on time. The management is not responsible for possible theft and/or damage.

7. Electricity, water and telephone

- a. If the connection costs are not included in the stand rental, the exhibitor may be connected at his own expense to any electricity, water or telephone connections available on site. Other provisions from outside are at the expense of the exhibitor. When making the connections the exhibitor shall take into account any separate regulations which may be issued by the management. The management shall be duly notified on time and in writing of any required connections, unless the management prefers that the exhibitor turns directly to the certified installation firms to be assigned by her.
- b. The management is not responsible whatsoever for defects in the supply of the electricity or water. Insofar as the management deals with installation of pipes and cables, they guarantee that expert installers shall carry out the work.

8. Publicity

- a. It is not allowed to hand out advertising material except in the exhibitor's own stand. In case of violation see **ix b**.
- b. It is not allowed to canvass for clients outside the exhibitor's own stand. In case of violation see **ix b**.
- c. Without permission from the management it is not allowed to hand out or display advertising material from another company – except when represented by the exhibitor. In case of violation see **ix b**.
- d. It is not allowed to advertise pasar malams or similar events, also not if the stand operator or his staff is the organiser of the event in question. In case of violation see **ix b**.
- e. Without permission from the management no advertising material may be placed or attached outside the exhibitor's own stand. In case of violation see **ix b**.
- f. The management has the right to prohibit misleading sales manipulations and – after one warning – to impose a fine of at most € 250 per violation.
- g. If advertising on the outside of the exhibitor's own stand damages the appearance of the fair at large, the advertising shall be removed or altered at the request of the management. In case of violation see **ix b**.
- h. The use of a sound installation, equipment and/or machines making noise is not allowed, except with prior permission from the management. In case of violation see **ix b**.

9. Selling of food and beverages and/or their tasting

- a. If registered to that purpose, the exhibitor is allowed to let the public taste his wares in a sales stand (Rate I), provided that he does not charge for it. However, the amount offered may not constitute a complete and full portion. The management has to give prior permission.
- b. Selling refreshments, food and beverages, of whatever sort by the exhibitor needs the explicit prior approval of the management and is only allowed in a food stand (Rate II). Other rented spaces, such as for instance kitchen units may not be used as a sales area or restaurant. The management has to be informed beforehand about the food and beverages to be sold. The rental agreement shall include a list of the food and beverages to be sold and without permission from the management this list may not be altered or added to. Each separate violation may result – after one warning – in a fine of € 250 and the management may prohibit the sale of the unlisted product with immediate effect. See also **ix b**.
- c. The sale of strong liquor such as jenever, whisky, gin, etc. is not allowed. The sale of light-alcoholic drinks such as beer, sherry, vermouth as well as soft drinks is allowed, provided that the exhibitor purchases these from the Central Bar at the festival. In order to sell these drinks the exhibitor needs to be in possession of a licence. On behalf of the exhibitor the management may apply for the licence at the Municipality of The Hague. To this purpose the exhibitor has to submit to the management a copy of the Social Hygiene Declaration (Sociale Hygiëne Verklaring), passport copy as well his address on time. In case of violation see **ix b**.
- d. The (food) stands may not have chairs and/or benches on the outside of the stands in the aisles. These should be within the boundaries of the stand. In case of violation see **ix b**.

e. Food stands have to ensure that the floor of the alu-halls and tents are protected against soiling. If the exhibitor fails to protect the floor part of his stand against soiling, the management has the right to protect the floor at the expense of the exhibitor. These costs shall be paid by the exhibitor at the management's first demand. In the event that the floor part of a stand is very dirty, so that cleaning of it entails extra costs, these costs will be charged to the exhibitor. For the protection of the floors in the food stands materials are to be used which can be cleaned. In the parts of the stands where food is handed out or prepared no use may be made of carpet (tiles) and/or hardboard.

f. Food stands shall be provided with a clearly legible and visible list of prices including 6% VAT and possible service charge of all food and beverages to be sold.

g. Food stands shall make use as much as possible of disposable plates and cutlery. If this is not the case the stand operator in question is obligated to install water supply and discharge, preferably with hot water.

h. Food shall be presented as much as possible in disposable packaging. Unwrapped food shall be covered and protected on the side facing the public with a glass or plastic window of at least 30 cm wide and 50 cm high. The displayed food shall be entirely behind the window.

i. Food stands wishing to make use of and keep using a barbecue (satay grill) shall have to apply beforehand for a written licence from the Fire Prevention Department of the Fire Brigade in The Hague. This licence shall be displayed at a clearly visible position of the stand. Charcoal grilling and grilling on electric barbecues is only allowed outside the tents, in the kitchen units. When applying for the stand the exhibitor shall indicate on the application form in question whether or not he wishes to grill satay or not, and if so, whether this shall be done electrically or on charcoal. See also **ix b**.

j. In order to ensure that the waste disposal is as efficient as possible it is necessary to connect each food stand to a so-called service area and/or kitchen unit. Service areas and kitchen units are not accessible to the public.

k. On the outside of the tents waste containers shall be placed equidistantly. The exhibitor shall put the waste in tied-up bags in the containers.

10. Prohibitory stipulations

a. With the exception of the exhibitor's own stand, it is forbidden to make drawings, reproductions, photographs and films of the setting up of the stand and of the finished stand.

b. The public may not be hindered.

c. Highly inflammable and explosive substances may not be present in the stands, this also applies to caustic, smelly and irritating substances.

d. Open fires are not allowed in the stand (see **g i**).

11. Order, security and compliance with the regulations

a. The management is responsible for order and security in the areas in which the festival is held, especially during the hours when the festival is closed. To that purpose the management and their staff shall have free access to the stand.

b. The management is responsible for the fact that the exhibitor complies with all regulations, including those of the authorities, fire brigade and other government institutions. In case of violation of the regulations the management has – after one warning – the right to impose a fine of € 250 per violation. Non-payment of the fine results in seizure of the goods which caused the violation. Payment of the fine does not give the exhibitor the right to continue with the act for which he was fined. If the exhibitor fails to pay the fine and/or continues with the violation the goods shall be seized. After the festival has ended the goods shall be returned to the exhibitor against payment for storage and payment of a possible fine. The management is not liable for possible damage, loss and/or theft of the goods in storage.

12. Permanent entrance tickets

Each exhibitor is entitled to free permanent entrance tickets for him/herself and the staff working in the stand. These tickets are personal, made out in the name of the exhibitor and – if required by the management – provided with a passport photograph. In general, one ticket is provided for each 3 m² of rented stand space. Additionally more tickets are available against payment under the same conditions: personal, made out in the name of the exhibitor and possibly provided with a passport photograph (at most the same number as have been provided free of charge), exclusively for exhibitors and staff working in the stand. The application for these tickets and the passport photographs have to be in possession of the management at the latest on Friday 14 April 2017. Late submission of the passport photographs shall result in additional administration costs of € 6.50 per ticket including 21% VAT. The exhibitor is responsible for possible abuse of the tickets. In case of abuse they will be cancelled and if required replaced by tickets against payment. The various rates shall be listed in the book of regulations which shall be sent to you together with the rental agreement.

13. Damage and liability

a. All goods and products sent in by the exhibitor to the festival are at the exhibitor's own risk and expense. The management is not liable for any damage to material used in the stand or products and/or goods use by them nor for any injuries sustained by them or their staff, unless in case of negligence or intention on the part of their staff or people working for them.

b. The exhibitor is liable for damage of whichever nature caused by him, his staff or people working for him to the area in which the festival is held, including all wires, cables, etc. He is obligated to indemnify the management against all claims from third parties with regard to the above.

c. Any possible damage and/or accidents shall be reported forthwith to the management.

14. Ambiguities

In all matters where these Terms and Conditions do not foresee or lead to ambiguities, the management will decide.

15. Disputes

a. All disputes to which the implementation or explanation of these and possible special terms and conditions may give rise, shall be dealt with by an arbitration tribunal, which shall take a decision in the highest instance – at the latest three months after the dispute was submitted – which is binding to parties.

b. The three arbitrators mentioned in the previous section shall be appointed by the president of the Chamber of Commerce and Factories in The Hague. He shall choose a president from their midst.

c. Costs ensuing from the case, increased by the reimbursement of the tribunal members, are at the expense of the losing party and shall be paid not later than four weeks after the decision is pronounced.

Fire Regulations

The exhibitor shall take into account the 'Regulations concerning setting up of stands at exhibitions' stipulated by the Fire Brigade of The Hague:

1. Stand materials

For setting up the stand only the following materials may be used: hardboard, plywood, timber and metal. Cotton, undulating cardboard, etc. may only be used with special permission from the Fire Prevention Department. This permission is normally granted after these materials have been sufficiently impregnated. The impregnated materials need to be available at least one day before the opening so that the materials can be tested by the Fire Prevention Department. Reed or reed mats are not allowed, not even when impregnated. Decoration of the stands may only consist of substances and/or materials which are not highly inflammable or with flame extinguishing properties, such as for instance wool or the impregnated materials mentioned above. These materials should clear the ground at least by 10 cm and shall be suspended in such a manner that escape route indications remain clearly visible. If the materials used are glued the glue should be non-flammable. Only hard-combustible plastics may be used, however, only after a 20 cm by 20 cm test piece has been submitted at least one week before the opening of the festival to the Fire Prevention Department for approval and a statement of no objection has been provided in writing. Ceilings of stands may only be made of fire-retardant material. If fabric is used it should be placed on top of a plaited layer of metal wire with a diameter of at least 0.6 mm with a mesh size of at least 35 cm in one direction or a cross plaiting of 70 by 70 cm. Decorations such as fish nets, paper lanterns, paper garlands, etc. and balloons filled with flammable gas are not allowed. The waste bins to be used shall be of steel and self-extinguishing.

2. Construction of the stands

The stands should be constructed in such a manner that they are open.

3. Lighting

The stands may only be lighted by means of electric light, including neon installations, the installation of which has to comply with the requirements stipulated by the management of the local energy company. The most important conditions include:

- The stands are to be connected by a certified installer.
- Plastic flexes and cables are only allowed for connection of table lamps and minor appliances, for the other connections only rubber cable is allowed.
- All relevant appliances and metal parts shall be properly earthed.
- The fuse board may not exceed 10 Amp.
- Branching sockets are not allowed, nor is the use of rubber twin cord.
- Stands on fancy fairs etc. shall be properly earthed. If it turns out that this connection is deliberately disconnected, this will result in immediate closure.

4. The position the lighting fittings

The positions should be chosen in such a manner, and in consultation with the Fire Brigade, that there is no danger or risk of fire by overheating.

5. Gas connections

If there are no connections to the gas network the use of butane gas is allowed to a limited extent provided that the butane gas bottles are placed outside the building.

- the gas bottles should be fastened and positioned in such manner that they cannot topple over and that they can be easily removed in case of fire.
- the gas bottles may not be exposed to the sun.
- the gas appliances have to be connected to well-tarred 'Giveg' certified hoses with connection pieces. The hoses may not be longer than 10 metres and not older than two years.

6. Frying and roasting

This is allowed under the conditions that the appliance is positioned in such a manner that the radiating heat is localised by sheet metal boards and the pots and pans are provided with fitting lids. Any location where frying and/or roasting takes place shall be provided with a powder extinguisher of at least 7 kg contents.

7. Open fire, volatile inflammable substances and highly inflammable substances

Open fire is not allowed. Volatile inflammable substances and highly inflammable substances may not be present in the exhibition area.

8. Motor vehicles

Fuel of any vehicle placed in the exhibition area has to be taken out outside, the tanks and the hoses should be blown through with carbonic acid gas and battery clamps should be unclamped.

9. Packaging materials

These materials, whether empty or not, may not be present in or near the stands or be kept in stock. Waste should be removed immediately from the exhibition areas.

10. Fire hydrants

Fire hydrants shall be kept entirely clear and shall remain visible.

11. Fire hose reels

All fire hose reels, extinguishers and any other equipment to that purpose shall be ready for immediate use. Fire hose reels may not be built in or hidden from view.

12. Emergency lighting

Emergency lighting may not be hidden from view as a result of setting up stands.

13. Exits

The aisles designated by the Fire Brigade shall be kept entirely free. Exits and emergency exits shall be kept entirely free and unobstructed.

14. Unobstructed escape routes

It is not allowed to place any chairs, tables, clothes racks or any other objects in the aisles or elsewhere outside the boundaries of the stand.

15. For demonstrations

Where heating or lighting appliances or equipment is used permission shall be requested from the Fire Brigade at an early stage.

16. Barbecue

Using barbecues and keeping them in use in temporary halls/tents is not allowed by the Fire Brigade of The Hague. Grilling of food on an open fire is only allowed in the open air, at least at a distance of 1.5 metres from the edge of the so-called 'covered' sitting areas of the Food Court (see floor plan). In accordance with the Commodities Act the preparation of food outside shall take place under a cover. Electric grilling is only allowed in the covered sitting areas and in the so-called kitchen units. Using barbecues and keeping them in use requires written permission from the Fire Brigade of The Hague. This permission shall be displayed at a clearly visible location of the stand.

17. Enforcement of event fire safety

Fire safety regulations are regularly violated during major events. The serious risk concerning fire safety, the great number of visitors and the short duration of events, make it necessary for the fire brigade to act swiftly in case of violation. If dangerous violations are established the relevant stand operator shall be given a short time, e.g. one hour, to remedy the situation so that it complies with existing fire-safety regulations. When, after that time has lapsed, the situation has not changed for the better, the Fire Brigade Official may end the fire-hazard activity by means of administrative coercion. Those items causing the violation shall be impounded.