



Terms and Conditions of Participation in the Tong Tong Fair including Fire Safety Rules 63rd Tong Tong Fair

Article 1 – Definitions

In these Terms and Conditions the terms used are defined as follows unless agreed otherwise in Writing.

- 1. Terms and Conditions:** these Terms and Conditions including Fire Safety Rules are an integral part of, and apply to, all Participation Agreements between Pasar Malam Besar and the Exhibitor with regard to the Stand Space(s) and additional products and services of Pasar Malam Besar, where applicable. Deviations from these Terms and Conditions are only valid if they have been expressly confirmed in Writing by Pasar Malam Besar. Any terms and conditions applied by the Exhibitor are expressly excluded.
- 2. Registration:** to communicate the Applicant's intention to participate in the Tong Tong Fair.
- 3. Application form:** the form used by the Applicant to express their intention to participate in the Tong Tong Fair.
- 4. Applicant:** a potential Exhibitor who has expressed their intention to participate in the Tong Tong Fair via the Application form.
- 5. Participation confirmation:** the Written confirmation drawn up by Organizer and sent by Organizer to confirm receipt of the Offer signed by the Exhibitor.
- 6. Participation fee:** All costs payable to Organizer by the Exhibitor in connection with their participation in the Tong Tong Fair, including the costs relating to the use of the Stand Space, registration fees and all other costs.
- 7. Venue:** the premises where the event takes place.
- 8. Exhibitor:** The natural or legal person who concludes a Participation Agreement with Organizer to rent a Stand Space during the opening hours of the Tong Tong Fair to carry out informational and/or commercial activities.
- 9. Offer:** The provisional reservation of a specific stand drawn up in Writing by Pasar Malam Besar. Pasar Malam Besar is entitled to withdraw its offer at any time until the Participation Agreement with the Exhibitor has been concluded.
- 10. Organizer:** the private limited liability company Pasar Malam Besar BV, as (co-)organizer of the Tong Tong Fair, as well as any (legal) persons in cooperation with whom the Tong Tong Fair is organised and their authorised representatives.
- 11. Participation Agreement:** The agreement between Organizer and the Exhibitor which is established when the Exhibitor signs the Offer.
- 12. Regulations:** The conditions for Exhibitors 63rd Tong Tong Fair (version February 2023) which, in addition to these Terms and Conditions, form an inseparable part of and apply to all Participation Agreements between Organizer and the Exhibitor regarding the Stand Space(s) and additional products and services of Organizer, where applicable.
- 13. Written / in Writing:** In all cases in which in these General Terms and Conditions is referred to 'in Writing', this will include messages, announcements and/or statements sent by post and/or issued on paper, and also including by e-mail, and/or messages, communications and/or statements sent by any other electronic, analogue or digital means that have reached the Organizer or the Exhibitor respective
- 14. Stand Space:** the exhibition area, expressed in square metres, made available to the Exhibitor, the location, size and type of which is determined by Organizer.
- 15. Tong Tong Fair:** The event for which the Participation Agreement has been concluded.

Article 2 – Participation

1. Participants can register for the Tong Tong Fair by submitting a completed Application form to Organizer, stating their preference for the number and type of Stand Space to be rented by the Applicant and stating the items and/or products to be offered in the Stand Space (both with brand names). The map and Application form are available at www.tongtongfair.nl/english/rent-stand/ or can be sent on request. A Participation Agreement is expressly not concluded after the submission of the completed Application form by the Applicant.
2. Organizer reserves the right to reject an Application for participation in the Tong Tong Fair without stating reasons and to give certain Applicants priority in admission.
3. Allocation of the requested Stand Space – as well as a possible refusal – will be communicated to the Applicant in Writing as soon as possible after receipt of the Application form. When a Stand Space is allocated, the Applicant will receive an Offer. This Offer is valid for a limited period. If the Applicant agrees to the Offer, these Terms and Conditions as well as the Regulations, the Applicant must sign and return the Offer within the specified period of validity. If the signed Offer has been received by Organizer within the specified period of validity, a Participation Agreement will be concluded. Organizer may impose conditions to the allocation of the requested Stand Space.
4. The Applicant is not entitled to transfer their Registration to a third party. The Exhibitor is not entitled to transfer their participation and/or the Participation Agreement to a third party.
5. The Exhibitor is solely responsible and liable for compliance with all obligations in connection with the Participation Agreement.
6. These Terms and Conditions and the Regulations are an integral part of the Participation Agreement.
7. Deviating or additional agreements only form part of the Participation Agreement if confirmed in Writing by Organizer.
8. Oral agreements are not binding on either the Exhibitor or Organizer if they have not been confirmed in Writing by both parties.
9. Organizer does not grant exclusivity to Exhibitors, barring exceptional situations. If Organizer has granted exclusivity to an Exhibitor at a previous event, this does not entitle the Exhibitor to exclusivity for the Tong Tong Fair.

Article 3 – Stand layout

1. The Exhibitor is entitled to use the Stand Space as determined by Organizer in the Participation Agreement during the agreed period, but only during the opening hours of the Tong Tong Fair. The location, exhibition area and type of the Stand Space determined by Organizer are binding.
2. Unless Organizer has given its Written permission, the Exhibitor is not allowed to exchange their Stand Space with another Exhibitor.
3. At any time before the start of the Tong Tong Fair, Organizer is entitled to reconfigure the layout of the Tong Tong Fair and to change the Stand Space allocated to an Exhibitor or to change or regroup groups. In such a case, Organizer will make every effort to offer the Exhibitor a similar Stand Space in terms of surface area, on the understanding that the resulting new Participation fee will not deviate more than 10% from the original Participation fee.

4. Costs incurred by the Exhibitor in connection with the reconfiguration, as stipulated in paragraph 3 of this Article, will be borne by the Exhibitor.
5. Cancellation by the Exhibitor as a result of the provisions of this Article is only possible in one of the cases referred to in Article 5 paragraph 3.

Article 4 – Deposit and Payment

1. For the Exhibitor, a deposit is due per square meter of rented 'sales' Stand Space and per square meter of rented Food Truck lot. This deposit has to be paid (in full) by the Exhibitor immediately after the allocation of the stand space. Only after the deposit has been paid by the Exhibitor can the requested stand space be considered to be reserved for the Exhibitor. In addition, the deposit serves as an additional security for all that is owed by the Exhibitor to the Organizer for whatever reason, including any fines imposed on the Exhibitor by the Organizer on account of the Regulations and/or the Terms and Conditions and/or VAT owed by the Exhibitor or tax claims from the Dutch Tax authorities due to incomplete payment thereof.
2. The Organizer reserves the right to consider the Participation Agreement concluded with the Exhibitor as being dissolved, without the requirement of any notice of default or court intervention if the deposit is not paid in full and/or on time. This does not in any way affect the Exhibitor's liability for full payment of the agreed invoice for the stand space at the Tong Tong Fair.
3. After the ending of the Tong Tong Fair, the deposit will be repaid by the Organizer into the bank account of the Exhibitor before 30 September of the year following the ending of the Tong Tong Fair, without being subject to payment of interest and with settlement of the amount owed by Organizer to the Exhibitor for whatever reason, including any fines imposed by Organizer on the Exhibitor, unless Organizer has made other arrangements in Writing with the Exhibitor about the matter. The Organizer retains absolute discretion to either settle claims and/or fines, in whole or in part, with the deposit or to claim them directly from the Exhibitor.
4. Payment of the Participation fee and all other payments (including the deposit to be paid by the Exhibitor) must be made within fourteen days of the invoice date unless a different due date is specified on the invoice. If the Participation Agreement has been concluded within one month before the opening day of the Tong Tong Fair, payment of the Participation fee and all other payments must be made no later than the first day after receipt of the invoice.
5. Even if a different invoice address is specified, the Exhibitor remains severally liable towards Organizer for the payment of all costs related to their participation.
6. In the event of late payment of any amount owed to Organizer, statutory commercial interest will be charged on the outstanding amount or the unpaid portion thereof, from the due date until the day of full payment. In addition to the statutory commercial interest, the Exhibitor will also have to pay Organizer out-of-court costs, which are fixed at 15% of the principal amount.
7. In the event that the Exhibitor has not timely paid the Participation fee or any other amount payable to Organizer, Organizer will send the Exhibitor a Written notice of default with a seven-day deadline for payment. If the Exhibitor has not paid the Participation fee or any other amount payable to Organizer within the period of seven days specified in the written notice of default, Organizer is entitled to deny the Exhibitor access to the (construction of) the Tong Tong Fair and/or to regard the Participation Agreement as terminated with immediate effect. In such a case, the Exhibitor is obliged to pay the Participation fee in full, as well as all other costs payable to Organizer, without the right to claim compensation for costs incurred and/or damage suffered in whatever sense, in connection with the denial of access to the Tong Tong Fair and/or the termination of the Participation Agreement.
8. If during the construction of the stand or during the Tong Tong Fair the Exhibitor exceeds the surface area of their Stand Space, the Exhibitor is required, if Organizer accepts this extra space, to settle the costs at the applicable square metre price.

Article 5 – Cancellation and dissolution

1. After having signed the Offer, the Exhibitor can no longer cancel their participation in the Tong Tong Fair and/or dissolve the Participation Agreement. If the Exhibitor nevertheless wants to cancel or dissolve their participation and/or the Participation Agreement, the Exhibitor has to pay Organizer the following cancellation fee:
 - a. 50% of the Participation fee in the event of cancellation after allocation of the Stand Space and agreement of the Exhibitor on the Offer;
 - b. 75% of the Participation fee in the event of cancellation up to 60 days before the start of the Tong Tong Fair;
 - c. 100% of the Participation fee in the event of cancellation up to 30 days before the start of the Tong Tong Fair.
 In case of cancellation and/or dissolution of the Participation Agreement, the Exhibitor shall at all times remain obliged to pay the registration fees to Organizer, these will not be refunded to the Exhibitor in the event of cancellation or dissolution of the Participation Agreement.
2. "The start of the Tong Tong Fair" means the first day of the Tong Tong Fair. The cancellation must be made by registered mail.
3. If Organizer, after having reallocated the Stand Space, does not offer the Exhibitor a similar Stand Space (in accordance with the criteria stipulated in Article 3(3)), the Exhibitor has the right to cancel the Participation Agreement free of charge. Cancellation must be made by registered letter no later than 14 business days after the date of Organizer's Written proposal containing the alternative Stand Space(s).
4. Organizer is entitled to cancel or dissolve the Participation Agreement of the Exhibitor for the Tong Tong Fair at no cost in the following cases:
 - a. If, in the opinion of Organizer, there are insufficient Applications for participation and/or insufficient Exhibitors for the Tong Tong Fair;
 - b. In case there is no licence to organise or host the Tong Tong Fair;
 - c. In the event of a (binding) guideline or regulation from a competent public authority to Organizer with regard to the organisation or hosting of the Tong Tong Fair;
 - d. In case of force majeure, such as circumstances that cannot be reasonably expected and/or not foreseen and which are beyond Organizer's control, which expressly includes, but is not limited to, all government measures that are or may be taken to counter contagious diseases (including COVID-19) and the direct and indirect consequences thereof for organising the Tong Tong Fair;
 - e. If the Exhibitor is in a situation of bankruptcy, suspension of payments or debt rescheduling or a petition for this;
 - f. In the event of a cessation or liquidation of the Exhibitor's business;
 - g. If Organizer has valid reasons to suspect that participation in the Tong Tong Fair will cause damage to Organizer, the Tong Tong Fair or other Exhibitors;
 - h. In case of an act or omission by the Exhibitor or their staff, in violation of the provisions of these Terms and Conditions including the fire safety rules, the Regulations and/or in violation of the law or public order.
5. Organizer will inform the Exhibitor in Writing of the cancellation or dissolution of the Participation Agreement, stating the reasons. In the event of cancellation or dissolution of the Participation Agreement, in accordance with this Article under d to h, the Exhibitor is not entitled to a refund of the participation fee paid by the Exhibitor to Organizer. In the event of cancellation or dissolution of the Participation Agreement, in accordance with this Article under a to c, the Exhibitor is entitled to a partial refund of the participation fee paid by the Exhibitor to Organizer, i.e. only the paid costs for leasing and/or using the Stand Space. Under no circumstances shall the registration fees be refunded to the Exhibitor by Organizer. Under no circumstances will the Exhibitor be able to claim any compensation from Organizer for costs incurred or damage suffered.
6. In the event of fire, storm, flooding, an infectious disease, a pandemic, riot, strike, exclusion, war, national mourning, or any other extraordinary circumstance, Organizer is entitled to dissolve the Participation Agreement and cancel the Tong Tong Fair, or to shorten the agreed duration of the participation. Organizer will inform the Exhibitor of this in Writing. In these instances, the Exhibitor is not entitled to a refund of the Participation fee paid by the Exhibitor to Organizer.

7. In the event of a situation set out in this Article in paragraph 4 under h, the Exhibitor also has to pay Organizer an immediately due and payable fine of EUR 1,000 for each violation, without prejudice to Organizer's right to full compensation for the damage suffered.
8. Cancellation or dissolution pursuant to this Article can never give rise to compensation by Organizer for any costs incurred or damage suffered by the Exhibitor.

Article 6 – Stand construction and fittings of the Stand Space

1. The Exhibitor undertakes to take care of the construction and fittings of their stand, or have this done, during the designated days and times, in compliance with the provisions laid down in this respect by the Venue lessor.
2. The Stand Space will be made available to the Exhibitor without any stand construction, fittings, furniture or any other (technical) facilities, unless otherwise stipulated in the Participation Agreement.
3. When fitting the Stand Space, the Exhibitor must comply with the provisions of these Terms and Conditions, the Regulations, additional (safety) Regulations issued by Organizer, Regulations issued by the Venue lessor, government Regulations and fire safety rules.
4. The Exhibitor undertakes to occupy the Stand Space. The stand construction with the Exhibitor's own stand walls and fittings must meet the aesthetic and practical requirements, including the finishing of the back and/or side area(s) visible to the public. Organizer is authorised – after one warning – to handle the finishing at the expense of the Exhibitor if the latter is in default.
5. The Exhibitor undertakes to carpet the part of the floor that is visible to the public within the building lines of their Stand Space. The management is authorised – after one warning – to handle the carpeting of the Stand Space at the expense of the Exhibitor if the latter is in default. Exhibitors who give away and/or sell refreshments at their Stand Space must also carpet the part of the floor that is not visible to the public. If the Exhibitor uses deck flooring, these must be placed within the building lines of the Stand Space and the sides must be superbly finished.
6. Organizer has the right to issue deviating Regulations concerning stand construction.
7. If, according to Organizer, the construction and/or fittings of the Stand Space will not be finished on time before the end of the construction period, Organizer is free to make all the arrangements it deems necessary at the Exhibitor's expense and risk.
8. The name of the Exhibitor must be clearly displayed above, on or in the Stand Space. In the first situation the permission of Organizer is required if the Stand Space including the name sign exceeds the maximum height for the Stand Space.
9. The Exhibitor undertakes to ensure that their Stand Space is ready at the time determined by Organizer when the Participation Agreement for the Tong Tong Fair was concluded, as also specified in the Regulations.
10. If the Exhibitor leaves the Stand Space, including the covered and open terraces, unused or uses it or allows it to be used in violation of these Terms and Conditions and/or the Regulations, Organizer may, without further legal action, have the Stand Space cleared at the expense of the Exhibitor. When the Stand Space is not occupied by the Exhibitor or when Organizer has cleared it, Organizer has the right – in both cases – to occupy the Stand Space or have it occupied.
11. The Exhibitor undertakes to comply with the Regulations issued by the authorities, the fire brigade, and other public bodies and those that apply during the Tong Tong Fair. This includes the guidelines established by the authorities with regards to the COVID-19 pandemic and, where applicable, guidelines established by the authorities in connection with an infectious disease and/or pandemic. This also applies to future guidelines issued by the authorities, the fire brigade and other public bodies that apply during the Tong Tong Fair. Organizer will ensure that these will be sent to the Exhibitor before the Tong Tong Fair.
12. The passageways specified by Organizer must be kept clear. Exits, passageways and emergency exits must be unobstructed from side to side.
13. It is not permitted to put chairs, tables, clothing racks or other objects, or to put items on display, in the passageways or elsewhere outside the building lines of the Stand Space.

14. The Exhibitor is not allowed to use the walls of adjacent Stand Spaces and/or walls of the Venue. With regard to the height of the Stand Space, the Exhibitor must comply with the guidelines communicated in advance by Organizer. Organizer is authorised to have a qualified stand builder install walls at the expense of the Exhibitor in the event of non-compliance.
15. No items, objects, persons or otherwise may be exhibited that are in conflict with public order, safety, and common decency. This includes, in any case, knives and swords.
16. The Exhibitor undertakes to install appropriate lighting in their Stand Space without affecting the aesthetic appearance of the festival and without causing any hindrance to other Exhibitors. It is not permitted to use bright white (daylight) energy-saving light bulbs. Organizer is authorised, if the Exhibitor fails to follow the guidelines – after one warning – to make the necessary changes (or have them made) at the Exhibitor's expense.
17. The Exhibitor undertakes to keep their stand clean and in good condition during the Tong Tong Fair.
18. Anyone in the stand who misbehaves can be removed by or on behalf of Organizer from the premises of the Tong Tong Fair and be denied future access.
19. The Exhibitor has to ensure that the appearance of the Stand Space and the provision of information to the public is properly looked after from the opening until the closing time of the festival. In addition, Organizer is authorised to open the Stand Spaces during the opening hours of the Tong Tong Fair if the Exhibitor fails to do this or does not arrive on time. Organizer is not liable for possible theft and/or damage.

Article 7 – Use of the Stand Space

1. The Exhibitor is only permitted to use the Stand Space for the purpose set out in the Participation Agreement. Only with the written permission of Organizer is the Exhibitor allowed to use the Stand Space, or have it used, for a purpose other than the purpose set out in the Participation Agreement.
2. The Exhibitor is not permitted to transfer and/or sublet all or part of the Stand Space to a third party.
3. The Exhibitor is not entitled:
 - a. To use the Stand Space in such a way that other Exhibitors or visitors are adversely affected by it in the form of noise nuisance, obstruction of access or passageways, obstruction of light or view, or nuisance in any other form, all this at the discretion of Organizer;
 - b. To use uncovered, flowing, nebulised water and/or water spray in or near the Stand Space for the purpose of demonstrating the Exhibitor's merchandise, except with the express Written permission of Organizer and the Venue lessor. The Exhibitor must strictly comply with all instructions given in this regard;
 - c. To use appliances, devices, stoves, fireplaces and the like with an open flame in or near the Stand Space, unless this has been explicitly permitted in Writing or made available by Organizer;
 - d. To smoke inside the Venue, except in the specifically designated smoking areas;
 - e. To make drawings, reproductions, photos and videos of the construction and Exhibitors' Stand Spaces, other than one's own Stand Space;
 - f. To charge an entrance fee or other compensation from visitors for visiting the Stand Space or attending demonstrations, presentations and the like;
 - g. To use or store hazardous substances and/or goods, including highly flammable substances, gases or chemical pesticides or radioactive goods in or near the Exhibitor's Stand Space;
 - h. To engage in activities in or around the Stand Space that, according to Organizer, may be harmful to Organizer or the Tong Tong Fair in general, such as activities that are carried out in breach of the law, public order and/or common decency;
 - i. To make changes and/or additions to the Venue, including the walls, floor, tent canvas and woodwork of the Venue, unless this has been explicitly permitted in Writing by Organizer;
 - j. To place objects in the Venue that weigh more than 300 kg per square metre.
4. The use of a sound system by the Exhibitor at the Stand Space is only permitted with the Written permission from Organizer.

5. It is up to the Exhibitor to ensure that the Exhibitor or a staff member of the Exhibitor is at all times present at the Stand Space during Tong Tong Fair opening hours.
6. It is the Exhibitor's responsibility to supervise their Stand Space and the merchandise present therein.

Article 8 – Electricity and water

1. Unless otherwise agreed between the Organizer and the Exhibitor, each Stand Space requires a power supply line for its lighting and/or power installation. If requested, water can be installed in the majority of the Stand spaces at the Tong Tong Fair.
2. The Exhibitor can arrange to be connected at their own expense to any electricity and water pipes present at the Venue. Separate external facilities are at the expense of the Exhibitor. When creating connections, the Exhibitor must take into account any other special Regulations issued by Organizer. Organizer should be informed in Writing and in a timely manner of the required connections, unless Organizer prefers that the Exhibitor contacts certified installation companies to be designated by it directly.
3. Organizer cannot take any responsibility for defects in the supply of electricity and water. In case it has to take care of the installation of pipes, it guarantees that competent installation companies will perform the work.

Article 9 – Publicity

1. It is not permitted to distribute advertising materials anywhere other than in the Exhibitor's own Stand Space.
2. It is not permitted to actively seek new customers outside the Stand Space.
3. It is not permitted to distribute and exhibit the advertising materials from another company in its Stand Space without the permission of Organizer, except when the Exhibitor can prove to Organizer that they represent that company.
4. The Exhibitor is not allowed to fix or place advertising materials outside the Stand Space without the written consent of Organizer.
5. Organizer is authorised to prohibit mis-selling.
6. If advertising on the outside of the Stand Space is detrimental to the image of Tong Tong Fair, which is at the discretion of Organizer, the Exhibitor will have to remove such advertising immediately.

Article 10 – Selling and/or offering food and/or beverages

1. Handing out tasting samples, which the Exhibitor has included in the Application form, is only permitted if Organizer has given its consent for this in the Participation Agreement and if this is permitted pursuant to the Regulations issued by the authorities, the fire brigade and other public bodies which apply during the Tong Tong Fair. If, in accordance with the preceding sentence, it is permitted to hand out tasting samples, the Exhibitor must observe the Regulations drawn up by the authorities, the fire brigade and other public bodies which apply during the Tong Tong Fair. The Exhibitor is not allowed to charge visitors for these tasting samples. The tasting sample may not constitute a full meal, unless Organizer has given its Written consent.
2. Selling food and beverages, regardless of the nature, by the Exhibitor is only permitted with the Written consent of Organizer. A list of the food and/or beverages that will be sold must be submitted to Organizer in advance. The food and/or beverages will be listed in the Participation Agreement and no changes and/or additions may be made to this list without the consent of Organizer.
3. If Organizer has given the Exhibitor approval to sell food and beverages, the Exhibitor must ensure that the floors of the Stand Space are protected against dirt. If the Exhibitor fails to protect the surface of the stand against soiling, Organizer is authorised to do so at the Exhibitor's expense. These costs must be paid at the first request of Organizer. If the floor of the Stand Space is extremely soiled and therefore requires additional cleaning, the extra costs will be charged to the Exhibitor. To protect the floors in the Stand Space, use materials that can be cleaned. In the areas of the Stand Space where food is served or prepared, the use of carpet (tiles) and/or hardboard is not permitted.
4. A list of the food and beverages available for sale has to be clearly displayed for the public to see, showing all sales prices including VAT and service surcharges, if any.
5. If the Exhibitor has permission from Organizer to sell food and beverages, the Exhibitor must use plates and cutlery that meet the EU sustainability guidelines.

6. Foodstuffs should, as far as possible, be presented in single-use packaging. Unpackaged food must be covered and protected on the side of the public by a glass or plastic sheet of at least 30 cm wide and 50 cm high. The goods on display must fit entirely behind the sheet.
7. The roasting of satay on an open fire (charcoal) or on an electric grill and the use of deep-frying equipment by the Exhibitor are subject to strict regulations of the Fire Prevention Department of the Fire Brigade and must also be in accordance with the regulations of the Dutch Food Safety Authority (NVWA).

Article 11 – Dismantling

1. The Exhibitor undertakes to dismantle their Stand Space, vacate the Stand Space, and hand it over empty and clean within the specified time limits, with due observance of the provisions laid down in this respect by the Venue lessor.
2. The Exhibitor undertakes to return the Stand Space to its original condition.
3. The Exhibitor is not entitled to dismantle the Stand Space before the deadlines set by Organizer.
4. Any damage to goods belonging to Organizer and/or the Venue lessor will be borne by the Exhibitor.
5. Goods left behind, including waste, will be removed at the expense and risk of the Exhibitor.
6. The provisions of this Article with regard to the dismantling of the stand construction do not apply if the stand construction is included in a stand construction package purchased by the Exhibitor.

Article 12 – Privacy

1. In the implementation of the Participation Agreement, personal data will be exchanged between Organizer and the Exhibitor. The Exhibitor and Organizer will process the personal data carefully and in accordance with the applicable laws and Regulations on personal data protection. The parties will ensure, among other things, appropriate technical and organisational measures to secure personal data.
2. From the moment of receipt of the personal data from Organizer up to and including the provision of personal data to Organizer, the Exhibitor will be responsible for the correct compliance with all applicable laws and Regulations on personal data protection.
3. Under no circumstances and in no way will the Exhibitor provide personal data to third parties unless this provision is necessary for the implementation of the Participation Agreement with Organizer or pursuant to a legal obligation.
4. The Exhibitor indemnifies Organizer against all claims, damage, expenses, penalty payments and fines, in and out of court, arising directly or indirectly from an attributable failure to perform the Participation Agreement or a violation of the applicable laws and Regulations on personal data protection.

Article 13 – Liability

1. Organizer rejects all liability for damages of any kind suffered by an Exhibitor as a result of participating in the Tong Tong Fair. Organizer rejects all liability for damages suffered by an Exhibitor as a result of a cancellation by Organizer as described in these Terms and Conditions.
2. Organizer is not liable for any damages resulting from its services in this respect, except for damages caused directly by intent or deliberate recklessness by (an employee of) Organizer. In the event of fault on the part of Organizer staff, which can be considered intentional or wilful recklessness, the liability of Organizer and its staff is limited to the rate charged for the service in question.
3. If the Exhibitor has not complied with their responsibilities or obligations, Organizer is in no way liable for the resulting loss or damage.
4. The Exhibitor is liable for damage of whatever nature to the Venue caused by the Exhibitor and/or their staff or persons working on their behalf.
5. Any damage and/or accidents must be reported without delay to Organizer.
6. The Exhibitor indemnifies Organizer against claims from third parties related to the Exhibitor's participation in the Tong Tong Fair.
7. Organizer does not take out any insurance with regard to the Exhibitor's participation in the Tong Tong Fair. The Exhibitor has their own responsibility in this regard.

8. Organizer is not liable and cannot be held responsible for loss, missing, theft of or damage to products and/or goods before, during and/or after the Tong Tong Fair.

Article 14 – Amendments and disputes

1. Organizer reserves the right to amend these Terms and Conditions during the term of the Participation Agreement. The Exhibitor will be notified in Writing of such a revision.
2. In cases not covered by these Terms and Conditions or the Regulations, Organizer will make the final decision.
3. All disputes arising between Organizer and an Exhibitor in connection with the Participation Agreement, these Terms and Conditions, the Regulations or any other agreement made between the parties in connection therewith, will be settled according to Dutch law by the competent court in The Hague.
4. These Terms and Conditions have been translated into English. In the event of a dispute as to the contents of these Terms and Conditions, the Dutch language version will prevail.

Fire Safety Rules

The Exhibitor must take into account the 'Conditions for Stand Construction at Exhibitions' issued by the Fire Brigade of the Municipality of The Hague (version June 2021):

1. Materials for the stand

Only hardboard, plywood, wood and metals are permitted for the construction. Cotton, corrugated cardboard and similar materials are only permitted to be used with special permission from Fire Prevention, which in most cases will be granted after adequate impregnation. The impregnated material must be available at least one day before the opening so that the Fire Prevention Department can test the material. The use of wicker or reed mats is not permitted, even if this material is impregnated.

The decoration of the stands may only consist of non-flammable or flame-retardant materials, such as wool and the impregnated materials mentioned above. These decorations must hang at least 10 cm off the surface and must be positioned in a way that ensures clear sight of emergency exit information. If the material to be coated is glued, this must be a non-flammable glue.

Only flame-resistant plastics may be used, provided that at least one week before the start of the exhibition a test piece of 20 x 20 cm has been sent to the Fire Prevention Department for inspection and a written certificate of no objection has been issued for its use. Stand ceilings may only be made of materials that are not flammable. If textiles are used, a wire mesh of at least 0.6 mm diameter with a mesh size of at least 35 cm in one direction or 70 x 70 cm in a crosswise braided way must be applied underneath. Decorations such as fishing nets, paper lanterns, paper garlands etc. and balloons filled with flammable gas are not permitted. The waste bins to be used must be made of steel and self-extinguishing.

2. Construction of the stands

The stands must be constructed in such a way that they have an open structure.

3. Lighting

For the lighting of the stands, including neon installations, only electric light may be used, and its installation must meet the requirements set by the director of the local energy company. The main conditions include:

- The connection of stands must be carried out by a qualified fitter.
- The use of a plastic cable is only permitted for the connection of table lamps and small appliances; for the other connections, only rubberised cable may be used.
- All appliances and metal parts that can be used for this purpose must be properly earthed.
- A fuse not exceeding 10 Amp may be used to protect against short circuit damage.
- Multi-socket outlets are prohibited, as are rubberised twin cords.
- Stands at fairs and such must be properly earthed. If it is found that this connection is deliberately cut, it will be shut down immediately.

4. The location of the light fixtures

This has to be selected in such a way that there is no danger of fire due to heating and must be done in consultation with the Fire Brigade.

5. Gas connections

If there is no connection to the natural gas network, the use of butane is permitted sporadically, provided that the butane gas cylinders are installed outside the building:

- The gas cylinders must be secured and positioned in such a way that they cannot tip over and can be easily removed in case of fire.
- The gas cylinders may not be exposed to sunlight.
- Gas appliances must be connected with well-tarred 'Giveg' pipes with connection fittings. The pipes may not be longer than 10 metres and not older than 2 years.

6. Baking and roasting

This is permitted provided that it is set up in such a way that the emitted heat is localised by sheet metal screens and that a tightly fitting lid is provided to cover the pan.

A powder extinguisher with a capacity of 7 kg must be present at every baking and roasting site.

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

Open fire is not permitted. Volatile flammable substances and highly flammable substances may not be present in the exhibition hall.

8. Motor vehicles

From motor vehicles placed in the exhibition hall, the petrol must be emptied in the outside air, the tanks and pipes must be purged with carbon dioxide and the battery terminals must be disconnected.

9. Packing and packaging material

This material, whether empty or not, may not be present in or near the stands or be kept in stock. Waste must be removed from the exhibition hall immediately.

10. Fire hydrants

These must be kept completely free and remain visible.

11. Hose reels

All hose reels, extinguishers and other firefighting equipment must be ready for immediate use. Hose reels may not be built-in or otherwise hidden from view.

12. Emergency lighting

Lighting may not be obscured by the construction of the stands.

13. Exits

The passageways specified by the Fire Brigade must be kept clear. Exits and emergency exits must be unobstructed from side to side.

14. Keeping emergency routes clear

It is not permitted to put chairs, tables, clothing racks or other objects in the passageways or elsewhere outside the building lines of the Stand Space.

15. For demonstrations

With heating or lighting appliances or equipment, permission must be requested from the Fire Brigade in good time.

16. Barbecue

Using and keeping a barbecue in temporary halls/tents is not permitted by the Fire Brigade of The Hague. Grilling food on an open fire is only permitted in the open air, at least 1.5m away from the perimeter of the 'covered terraces' in the Eetwijk (Food Court) (see map). Pursuant to the provisions of the Commodities Act, food must be prepared outdoors, under a covering. Electric grilling is only allowed on the covered terraces and in the so-called kitchen units. A written permit must be applied for at the Fire Brigade of The Hague before a barbecue can be used and held. This permit must be displayed clearly visible in the stand.

17. Fire safety enforcement at events

During major events, violations of fire safety Regulations are regularly observed. The considerable potential fire hazards, the large numbers of visitors and the short duration of events require the Fire Brigade to respond quickly to violations.

If hazardous violations are found, an Exhibitor will be given a short time, e.g., 1 hour, to remedy the situation in accordance with the fire safety Regulations. If after the expiry of this period there has been no improvement, the Fire Brigade Officer may terminate the fire-hazard activity by means of administrative coercion. The items that make it impossible for the offence to continue will be confiscated.

Subject to change.