



General terms and conditions exhibitors

Vakantie Festival

Version: 23-06-2026

Introductory provisions

The event is carried out under the “General Terms and Conditions Vakantie Festival”. In addition, the House Rules of the Brabanthallen also apply. These terms and conditions apply solely to the legal relationship between the Organizer and the Exhibitor. Deviations from these terms and conditions are only possible if confirmed in writing by Vakantie Festival B.V. and/or the Brabanthallen. The validity of any general terms and conditions used by the (co-) exhibitor/participant is excluded.

Article 1 – Definitions

1. **General Terms and Conditions:** These general terms and conditions apply to all agreements between the Organizer and the Exhibitor regarding participation in the Vakantie Festival; stand space and any additional products and services.
2. **Organizer:** Vakantie Festival B.V., the entity responsible for the planning, promotion, and execution of the Vakantie Festival.
3. **Exhibitor:** The natural or legal person who enters into a participation agreement with the Organizer.
4. **Venue Operator:** The owner or operator of the location where the Vakantie Festival is held, responsible for the management and rental of the exhibition venue.
5. **Exhibition Venue:** The space in which the Vakantie Festival takes place, managed by the Venue Operator.
6. **Participation Agreement:** The agreement signed by both parties regarding the agreed participation (including at least the participation type, size of the stand space, participation fee, and location) in the Vakantie Festival, in which the Exhibitor declares to have taken note of and to agree with these General Terms and Conditions and the Brabanthallen’s conditions. The Organizer reserves the right to reject the registration based on the agreement without stating reasons.
7. **Stand Space:** The exhibition area (in m²) within the Exhibition Venue allocated to the Exhibitor by the Organizer.
8. **Participation Fees:** The fees owed by the Exhibitor to the Organizer for participation in the exhibition.
9. **Co-exhibitor:** A party that presents itself within an Exhibitor’s stand space without having a direct agreement with the Organizer.
10. **Logistics Suppliers:** The event logistics partners/suppliers designated by the Organizer and/or the Venue Operator for the Vakantie Festival.
11. **Exhibitor Handbook:** The handbook prepared by the Organizer, among other things, all rules, regulations and protocols regarding stand construction, build-up and breakdown, logistics, code of conduct, and other matters related to the event.

Article 2 – Participation agreement

1. The participation agreement entails that, in return for payment of the participation fees, the Organizer makes stand space available to the Exhibitor for the duration of the Vakantie Festival.
2. The Organizer is responsible for the allocation of stand space, but the actual availability and facilities are managed by the Venue Operator.

3. The Exhibitor declares to be fully responsible and liable for fulfilling all obligations and consequences arising after signing the binding participation agreement.
4. Any additional services or facilities offered by the Venue Operator—such as power supply, internet, or catering—fall outside the responsibility of the Organizer.
5. Any additional services or facilities offered by Logistics Suppliers—such as optional stand construction, stand furnishing, transport services and storage—fall outside the responsibility of the Organizer. The additional terms and conditions of the respective suppliers apply to any purchase of these services.
6. The Exhibitor is not entitled to transfer its stand space in whole or in part to third parties without the prior written consent of the Organizer.
7. Co-exhibitors must register with the Organizer and are subject to the same conditions as Exhibitors.

Article 3 – Dates, times and location

1. The dates and times of the Vakantie Festival and its build-up and breakdown are determined by the Organizer in cooperation with the Venue Operator.
2. Changes to the exhibition dates, times, or location may occur due to circumstances beyond the Organizer's control. In the event of one or more of these changes, the participation agreement remains fully in force.
3. The Exhibitor cannot claim reimbursement of costs or damages as a result of a change in dates, times, or location as mentioned in clause 3.2.
4. The Venue Operator may set specific house rules to which all Exhibitors must adhere.
5. The Exhibitor is obliged to comply with all applicable laws and regulations, including temporary measures related to an epidemic/pandemic or other health crisis. The Organizer may issue additional instructions and guidelines regarding compliance with relevant laws and regulations, which the Exhibitor is obliged to follow.
6. If the Exhibitor fails to comply with the obligations in clauses 4 and 5 of this article, the Organizer may deny the Exhibitor access to the Vakantie Festival and/or terminate the participation, without the Exhibitor being entitled to any refund of participation fees or compensation for damages.

Article 4 – Layout, stand space and pricing

1. The Organizer determines the layout of the exhibition and the allocation of stand spaces.
2. The Exhibitor is entitled during the established dates and times of the Vakantie Festival to the stand space as stated in the signed participation agreement. The location, area, and type of stand space stated therein are binding.
3. The Organizer will make efforts to allocate suitable stand space to the Exhibitor, but reserves the right to make changes to the layout of the exhibition floor, exhibitor locations and to (re)group them if necessary.
4. Any conditions, rules and restrictions imposed by the Organizer or the Venue Operator on stand construction or design must be observed by the Exhibitor.
5. Exhibitors must comply with the regulations regarding height, dimensions, setup and finish of the stand space, and any required look and feel and furnishing of the stand space.

6. The Exhibitor Handbook—containing, among other things, all rules, regulations and protocols regarding stand construction, build-up and breakdown, logistics, code of conduct and other event-related matters—is an integral part of these General Terms and Conditions.
7. The Organizer, Venue Operator and Logistics Suppliers reserve the right at all times to implement price adjustments for their products and services (including pricing of products and services in the webshop(s)).

Article 5 – Payment terms

1. Payment of participation fees must be made within the term set by the Organizer: 100% payment within 30 days from invoice date.
2. In the event of late payment, the Organizer reserves the right, after written notice, to cancel the Exhibitor's participation without refund. In this situation, the Exhibitor remains responsible for paying the full participation fees and all other costs owed to the Organizer for any additionally booked services. No claim can be made for reimbursement of costs and/or damages of any kind resulting from termination of the participation agreement. Any (extra-)judicial collection costs are payable by the Exhibitor.
3. Costs for additional services ordered via the webshop and supplied by the Venue Operator or Operational Suppliers will be invoiced separately by the relevant party/parties.
4. If, after concluding the agreement, unforeseen circumstances occur that cause the total costs of organizing the Vakantie Festival to increase by more than 15%, the Organizer is entitled to pass on this cost increase proportionally to the Exhibitor. If the Exhibitor's participation fees increase by more than 50% on this basis, the Exhibitor has the right to terminate the agreement in writing within 14 days after the notification of the pass-through.
5. All payments must be made without set-off or deduction of costs, unless otherwise agreed in writing.

Article 6 – Cancellation and termination

1. Cancellation by the Exhibitor must be made in writing and is only possible under the following conditions:
 - Cancellation up to 7 months before the start: 30% of the participation fees due.
 - Cancellation between 7 and 4 months before the start: 60% due.
 - Cancellation within 4 months before the start: 100% due.
2. In the event of force majeure or a prohibition on organizing by local and/or national government policy (for example during a pandemic), the Organizer reserves the right to postpone the event to a later date without being liable for any financial damage. Participation fees already paid will be fully carried over to the new date. Force majeure includes—but is not limited to—situations where the Vakantie Festival cannot proceed due to the (factual) consequences of war, terrorist attack, pandemic, natural disaster and/or a strike on the part of the Organizer, the Venue Operator or Operational Suppliers.

3. If the Exhibitor does not comply with the obligations under these General Terms and Conditions, the Organizer may dissolve the agreement without refund of participation fees.

Article 7 – Stand use and commerce

1. Exhibitors may only display goods and services that are relevant to the Vakantie Festival.
2. It is not permitted to promote or sell products outside the stand space without the Organizer's written permission.
3. The use of audiovisual equipment may not cause nuisance to other exhibitors.
4. The Venue Operator may impose additional rules regarding safety and use of the Exhibition Venue, both during the event and during build-up and breakdown.
5. Exhibitors must keep their stand staffed and tidy throughout the entire exhibition period. The Exhibitor is obliged to clean their own stand space daily during the event.

Article 8 – Catering & additional services

1. Catering at the venue falls under the responsibility of the Venue Operator or a supplier designated by them.
2. Exhibitors are only permitted—after written permission from the Organizer and the Venue Operator—to offer small consumptions (samples/tastings) free of charge to visitors, provided this is in accordance with all hospitality rules and requirements of the Venue Operator. The sale of consumptions from the stand space is not permitted unless otherwise agreed with the Organizer and the Venue Operator.
3. The serving of alcoholic beverages is only permitted after written permission from the Organizer and the Venue Operator and in accordance with legal requirements.
4. Through the webshop or direct channels, the Organizer offers, in collaboration with the Venue Operator and Logistics Suppliers, additional products and services. These General Terms and Conditions also apply to additionally ordered products and services, unless otherwise specified. If other parties/suppliers are engaged for these, then—unless otherwise specified—the general terms and conditions of those parties/suppliers do not apply.

Article 9 – Build-up and breakdown, transport and waste disposal

1. The Exhibitor must adhere to the times set by the Organizer and the Venue Operator for build-up and breakdown.
2. The Exhibitor is responsible for the transport and receipt of goods on site for the purpose of its participation in the event. The Organizer, Venue Operator and Logistics Suppliers are not liable for this or for any resulting damage, unless otherwise agreed in writing.
3. Waste and residual materials must be removed by the Exhibitor at their own expense in accordance with the Venue Operator's guidelines.
4. Damage to the Exhibition Venue or materials left behind may result in additional costs being charged to the Exhibitor.
5. Materials not collected after the breakdown time may be removed by the Organizer at the Exhibitor's expense.

Article 10 – Liability

1. The Exhibitor is responsible for insuring its goods and personnel.
2. The Organizer is not liable for direct or indirect damage, loss or theft of the Exhibitor's property unless such damage was caused intentionally or by gross negligence on the part of the Organizer.
3. In all cases, the Organizer's liability is limited to the amount of the participation fees paid by the Exhibitor.
4. Any damage to the Exhibition Venue or third parties caused by the Exhibitor is entirely at the Exhibitor's expense. If a co-exhibitor of the Exhibitor causes such damage, both the co-exhibitor and the Exhibitor are jointly and severally liable for compensation.
5. The Venue Operator may apply its own conditions for liability and safety.
6. Exhibitors indemnify the Organizer against all third-party claims arising from their participation in the exhibition and the participation of any co-exhibitors.

Article 11 – Privacy and data protection

1. The Organizer and Exhibitors must process personal data in accordance with the General Data Protection Regulation (GDPR).
2. Visitor data may only be collected and used for the purpose for which it was provided.
3. The Organizer is not responsible for privacy breaches by individual Exhibitors.

Article 12 – Intellectual Property Rights (IP)

1. All IP rights relating to the Vakantie Festival—including but not limited to the name, logo, visual identity, concept, website and all promotional materials—are owned exclusively by the Organizer or its licensors. Performance of the agreement does not entail the transfer of any IP right of the Organizer, unless expressly agreed in writing.
2. The Exhibitor is not permitted to use the Organizer's IP rights without the Organizer's prior written consent, except as expressly permitted in these terms or in a written agreement between the Organizer and the Exhibitor.
3. The Exhibitor may use the Vakantie Festival logo and name in its own communications solely for the purpose of announcing its participation in the Vakantie Festival, and only in accordance with the guidelines provided by the Organizer.
4. The Organizer and third parties engaged by it are entitled to make photo, video and audio recordings during the Vakantie Festival in and of the Exhibitor's stand space. These recordings may be used by the Organizer for promotional purposes.
5. The Exhibitor warrants that it holds all IP rights to the materials it displays or otherwise uses during the Vakantie Festival, or that it has permission from the rights holder to use such materials. The Exhibitor indemnifies the Organizer against all third-party claims relating to any infringement of IP rights.
6. If the Exhibitor infringes third-party IP rights during the Vakantie Festival, the Organizer has the right to have the infringing materials removed or to have the stand closed, without the Exhibitor being entitled to any compensation.

Article 13 – Social media and communications

1. The Exhibitor may communicate via social media about its participation in the Vakantie Festival, provided this aligns with the objectives and image of the Vakantie Festival.
2. The Exhibitor must refrain from statements via social media or other channels that may damage the reputation of the Vakantie Festival, the Organizer, other Exhibitors, or the Venue Operator.
3. The Exhibitor may not disseminate misleading or incorrect information on social media about the Vakantie Festival or its participation therein.
4. The Organizer has the right to require the Exhibitor to remove certain posts or statements via social media or other channels if, in the Organizer's opinion, these conflict with these terms or could otherwise be harmful to the Vakantie Festival.
5. The Organizer is entitled to use the name, logo, brands and/or other distinguishing marks of the Exhibitor and/or its licensor(s) in connection with the promotion of the Vakantie Festival, which also applies to photos and videos made during the Vakantie Festival. The Organizer owes no compensation to the Exhibitor for this.

Article 14 – Miscellaneous

1. In cases not provided for in these General Terms and Conditions, the Organizer will decide.
2. Dutch law applies to this agreement.
3. Disputes will preferably be resolved amicably. If this is not possible, disputes will be submitted to the competent court in the Netherlands.
4. By agreeing to these General Terms and Conditions, the Exhibitor also agrees that the Brabantallen house rules apply to the services of Vakantie Festival and that the Exhibitor is bound by them. These rules can be found here: <https://www.brabantallen.nl/wp-content/uploads/2024/10/Huisregels-BBH-MS-Juli-2024.pdf>