

## **GENERAL REGULATIONS AND CONDITIONS OF THE NATIONAL ARTIST SUPERMARKET 2019 – 28.11-15.12**

### **Preamble**

Nationa(a)l is a non-profit association whose social objective is to promote the Belgian creative & cultural economy and make it bloom. In this context, the organization organises temporary exhibitions, fairs & events aimed at connecting the Belgian creative & cultural industries & key players to the general public and their target groups. In this context, Nationa(a)l deals, on behalf of the creative entrepreneur, the sale of its products.

As part of its activities, Nationa(a)l organizes, in accordance with article 2, a fair promoting the Belgian creative & cultural industries in the following disciplines: Visual Arts, Music, Cinema, Design, Gastronomy, Performing Arts, Publishing, Fashion & Digital Arts. This list is not exhaustive.

The fair will take place from November 28 until December 16, 2019 at the following place: Vanderborcht Building, Rue de l'écuyer / Schildknaapstraat, 50 at 1000 Brussels.

During this period, the exhibitor, if not present, will make available to Nationa(a)l, his / her work(s) or article(s) and gives Nationa(a)l, during the same period, a mandate to sell his work(s) or article(s) at the sale price (TVAC) indicated by the exhibitor on its products.

### **Art.1 – General provisions**

The "Nationa(a)l Artist Supermarket 2019" will be held from the 28th of November 2019 until the 15th of December 2019 at the Vanderborcht Building, located at 50 rue de l'Ecuyer / Schildknaapstraat 50 in 1000 Brussels. In submitting an application for the Nationa(a)l Artist Supermarket 2019, the exhibitor declares its intention to be retained as an exhibitor. No cancellation will be accepted after the deadline for the application, on the September 30, 2019. All applicants will be notified of their acceptance or rejection of their application within one month after the selection committee meeting. The final selection meeting is expected at the beginning of October. In case of acceptance of the application, the exhibitor undertakes to comply, without restriction or restraint, the clauses of the regulation and any new provisions that may be imposed by circumstances and adopted by Nationa(a)l in the interest of the Nationa(a)l Artist Supermarket 2019. In case that, for any major, unforeseeable or economic reasons, the event cannot take place, the applications for admission shall be cancelled and the amounts available,

Following payments of expenses incurred, shall be divided among exhibitors, prorated to the amounts paid by each one.

## **Art.2 – Exhibitors**

The following are considered exhibitors: companies, label, non-profit organisations of professional standing using the trade register as proof of activity. Nationa(a)l reserve the right to exclude products / or services that they do not deem to meet the purpose of the event or that they deem non-compliant with regulations in force.

## **Art. 3 – Attribution of the booth & shelves**

The Nationa(a)l Artist Supermarket takes place in the « Vanderborcht Building located 50, rue de l'Ecuyer / Schildknaapstraat in 1000 Brussels. The attribution of the booth & shelves to the exhibitor is carried by the artistic director as well as our selection committee.

## **Art.4 – Reservation and payment**

The signature of the participant registration file by the exhibitor shall bring about definitive compliance with all the clauses of these regulations by the exhibitor. The exhibitor shall be admitted to his stand only after having settled the full cost (for payments made by bank transfer, he shall bring proof of payment). In the event that one or more invoices due to Nationa(a)l remain unpaid at the latest 30 days after their date of issue, this non-payment will, ipso jure and without prior formal notice, lead to forfeiture of the right to the space, without prejudice to the other provisions of this article or of these General Conditions. It follows that, in this event, Nationa(a)l may freely dispose of the space and re-let it to another exhibiting candidate.

## **Art. 5 – Cancellation**

In case of cancellation by the exhibitor, he shall remain liable to pay of the invoice for the space as long as Nationa(a)l have not had the ability of re-letting in the usual condition to an exhibitor selected by the committee. 50% of the cost of the booth shall be retained by the organizers if the cancellation is made prior to the 31st of October

2019. As of the 1st of November 2019, the full participant amount shall be due.

#### **Art.6 – Setting up / Removal**

The setting up and removal schedule will be disclosed in the Exhibitor's File. Creative & cultural products that arrive after the opening of the event may only be transported to the stand outside public opening hours. In the event that an exhibitor has not removed his wares within the allocated time, the organizers shall ensure the safe-keeping of the wares, with the carrier authorized by Nationa(a)l, and this at the expense of the exhibitor. Any damages and additional costs that may occur at the time of safe-keeping shall not in any way be incumbent upon Nationa(a)l.

The disassembly of the exhibition is scheduled for December 15 and 16, 2019. The exhibitor is committed to come and look for his work (s) or article (s) that would not have been sold for this same day. In the case the exhibitor cannot be present in person, he / she has to communicate in writing to Nationa(a)l the name of the person who will take care of the recovery of the work(s) or article(s). At the time of the latter, the exhibitor or the person designated by him / her will check the status of the work (s) or article (s) and report any deterioration that may have occurred. Failing that, no further dispute may be directed against Nationa(a)l after the resumption. Failure to comply with the preceding paragraph, Nationa(a)l return the works at the expense of the exhibitor and its exclusive risks.

#### **Art.7 – Organisation of the exhibition space**

The exhibitors in the shelves undertake to comply with the UP = EXHIBITION / DOWN = SUPERMARKT concept of Nationa(a)l.

#### **Art.8 – Sales**

Sales are authorized during the event. However, for security reasons, no wares may be removed from the exhibition hall without a release voucher that describes the ware being removed or without passing by the checkout counter of the Nationa(a)l Artist Supermarket.

## **Art 8.1 Terms of execution of the mandate of sale.**

At the end of the event, Nationa(a)l will retribute the total amount of incomes (sales price + VAT) per exhibitor to each exhibitor. The amount collected is a VAT income (21%) like any income from an individual in a store. No invoice has to be made. The amounts collected and transferred to the various participants of the Nationa(a)l constitute only transfers (neutral transaction = 0).

For any payment made by bank card, Nationa(a)l must pay 3% per transaction to the company managing the bancontacts. The exhibitor commits himself to take the remaining 3% at his expense for each payment made by bank card.

This is valid on all sales that will take place of works or articles object of this contract, during all the duration of the exhibition.

Nationa(a)l agrees to inform the exhibitor by email or telephone of the totality of its sales, every five working days of the event.

## **Art. 8.2 Collaboration & presence.**

For booths, presence of exhibitor or representative is compulsory during the whole event.

For rays & walls, presence is not compulsory but desirable, in the case and/or during the days of non-presence, the exhibitor agrees upon the fact that our sales team will work on their sales. They also agree to give out a revenue of 5% of their revenue excluding VAT on sales to the sales team of Nationa(a)l. The exhibitor will also have to brief our sales team on their products within the period of time that will be communicated to them or send a briefing by e-mail.

## **Art.9 - Security**

All the necessary measures are ensured by Nationa(a)l and its sales teams for the general security of the fair out of opening hours to be efficient. It is incumbent upon each exhibitor to maintain a careful watch over his own materials. Any person who enters prohibited areas that are duly signposted, shall do so without the organizers being held liable.

## **Art.10 - Cleaning**

**Cleaning and on-going maintenance of the floors (areas of movement, entrance and free floor space) shall be provided and paid by the organizers.**

#### **Art.11 – Insurance**

Aside from the mandatory insurance risk cover, exhibitors must be insured by their usual company for all other risks involved, particularly for theft, damage of artworks or exhibition materials. The exhibitors shall not hold the organizers liable in the event of fire, explosion, flooding, other disturbances, or for any factor that is not attributable to the organizers, agents or employees. In particular, the organizers shall not be held liable for any damages in the event that the whole space being let cannot be effectively used by the exhibitors as a result of a force majeure event.

#### **Art.12 – Various prohibitions**

Unless expressly agreed by the organizers, it is prohibited for exhibitors to rent out all or part of the space, whether it is free of charge, paid, or as an exchange of services. In compliance with applicable legal provisions, a total ban on smoking is in force. Exhibitors must ensure this prohibition is complied with in and around their space.

#### **Art. 13 – Authorization for visual distribution**

Exhibitors shall authorize Nationa(a)l to use visuals of the creative & cultural products, free of charge, sent out by the latter for communication about the show on all types of media (internet, press, television, etc.). They shall authorize Nationa(a)l, free of charge, to photograph / film the booths & shelves and to use these images on all types of media at the time the report / filming is conducted. The photo shots produced in this way shall only be used exclusively in the context of events organised by Nationa(a)l in our internal and external, national and international communication, for its training or promotional needs or for public information on its activities. This authorization refers to the right to represent or to have represented, to reproduce or to have reproduced, in part or in full, the photographs / films, either by Nationa(a)l 2019 itself, or through any third party or organisation authorized by Nationa(a)l 2019, worldwide, by any known or as yet unknown technological methods and processes, for instance via the written press (which includes infomercials and advertorials, which are advertising articles with an editorial presentation, but which excludes press advertisements), or via audio-visual means, via computer (airwaves, satellites, computer networks, etc.), on all media (film, paper, video, CD-ROM, CDI, DVD, etc.) and in all formats, whether inserted into audio-visual documents, computer, multimedia,

intranet or extranet websites, graphic publishing in any form etc., both in the commercial and non-commercial sector, public or private, for the purpose of collective and / or domestic receipt. This authorization also refers to the right granted to Nationa(a)l 2019 to use, reproduce and distribute, in full or in part, on any media and under the above-mentioned conditions any comments that the organizers hold in the context of an interview duly commissioned by Nationa(a)l 2019 in the context of its internal and external communication. This authorization shall be valid without any time limit from the date of his signature.

#### **Art. 14 – Promotion of the event**

Nationa(a)l let the exhibitors to undertake in the dissemination and notifications for announcing the event (Newsletters, paper invitations, electronic invitations, ...) provided by Nationa(a)l. In order to ensure the promotion of Nationa(a)l, exhibitors therefore undertake to use their file of buyers in order to ensure a sufficient number of visitors during the preview and during the event.

#### **Art.15 – Organizers' responsibility**

The organizers may, in the event of force majeure and for instance in the event of a strike, postpone the event, modify its opening hours, or exclude the public. They may cancel it or close it prior to the scheduled date, for instance in the event that the owner refuses to give access to the premises for any reason whatsoever. In the event that the show is cancelled due to force majeure, the administrative costs incurred by the organizers (10% of the total of the stand excl. VAT) shall be due by the exhibitor, prorated to his contribution.

#### **Art.16 – Application of these regulations**

The organizers reserve the right to rule on disputed cases, or on cases not provided for in these regulations at any moment. These decisions, even delivered verbally, may not be appealed and shall be immediately enforceable. The organizers reserve the right to modify these regulations in the general interest of the show.

#### **Art.17 – Claims**

For the purpose of amicable settlement, exhibitors' claims must be submitted to the organizers by registered letter with acknowledgement of receipt within 15 days from the closure of the show. Following this period, claims shall no longer be receivable. Any dispute shall be exclusively subject to the jurisdiction of the courts of Brussels and

shall be subject to Belgian law. Solely the French text is authoritative for the interpretation of these regulations.

**Read and approved**