

GENERAL TERMS AND CONDITIONS

WV EVENTS BV

Version: 1.0

Effective Date: 25 June 2026

Organiser

WV EVENTS BV

Sint Anthonisweg 2
5831 AE Boxmeer
The Netherlands

Chamber of Commerce (KvK): [76612783](#)

VAT Number: NL860702248B01

These General Terms and Conditions apply to all events organised by WV EVENTS BV, regardless of the name, location or nature of the event.

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Article 1 – Definitions

For the purposes of these General Terms and Conditions, the following definitions shall apply:

1.1 Organiser

WV EVENTS BV, established in Boxmeer, the Netherlands, acting as the organiser of events.

1.2 Event

Any fair, exhibition, market, convention, festival, trade show, gathering or other activity organised in whole or in part by WV EVENTS BV.

1.3 Participant

Any natural person or legal entity participating in an event organised by WV EVENTS BV, including but not limited to exhibitors, traders, tattoo artists, makers, craftspeople, artists, workshop hosts, demonstrators, sponsors, booth holders and any other parties participating in the event in any capacity, including their employees, representatives, contractors, assistants and any other persons acting on behalf of or under the responsibility of the Participant.

1.4 Visitor

Any natural person attending an Event.

1.5 Agreement

Any agreement concluded between WV EVENTS BV and a Participant to which these General Terms and Conditions apply.

1.6 Booth

Any booth, exhibition space, stand location or designated area allocated by WV EVENTS BV for participation in an Event.

1.7 Venue

The location at which the Event takes place, including all indoor and outdoor areas forming part of the Event premises.

1.8 Force Majeure

Any circumstance beyond the reasonable control of WV EVENTS BV which prevents or substantially hinders the performance of the Agreement, including but not limited to fire, pandemics, epidemics, extreme weather conditions, governmental measures, strikes, technical failures, interruption of utility services, terrorism, war, threat of war and any other unforeseen circumstances.

1.9 In Writing

Any communication made in writing or by electronic means, including but not limited to e-mail, the online participant portal or any other digital communication method designated by WV EVENTS BV.

Article 2 – Applicability

2.1

These General Terms and Conditions apply to all quotations, agreements, registrations, reservations and participation relating to Events organised by WV EVENTS BV.

2.2

By registering for or attending an Event, the Participant or Visitor confirms that they have read, understood and accepted these General Terms and Conditions.

2.3

Any deviation from these General Terms and Conditions shall only be valid if expressly confirmed in writing by WV EVENTS BV.

2.4

The applicability of any general terms and conditions used by Participants or third parties is expressly excluded unless expressly accepted in writing by WV EVENTS BV.

2.5

If one or more provisions of these General Terms and Conditions are held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2.6

Where an Event is also subject to Event Regulations, House Rules or any additional regulations issued by WV EVENTS BV, such regulations shall form an integral part of the Agreement.

In the event of any inconsistency between these General Terms and Conditions and the applicable Event Regulations, the Event Regulations shall prevail insofar as they contain Event-specific provisions.

Article 3 – Registration and Formation of the Agreement

3.1

Registration for participation in an Event must be submitted in the manner prescribed by WV EVENTS BV.

3.2

Submission of a registration constitutes a request to participate and does not oblige WV EVENTS BV to accept such request.

3.3

WV EVENTS BV reserves the right to refuse any registration or application, in whole or in part, without stating reasons.

3.4

An Agreement shall only come into existence after:

- the registration has been accepted by WV EVENTS BV; **and**
- the full participation fee has been received by WV EVENTS BV.

3.5

Until the participation fee has been paid in full, any allocated booth, booth number, location or reservation shall be considered provisional.

WV EVENTS BV reserves the right to amend or withdraw such allocations until full payment has been received.

3.6

The Participant warrants that all information provided is complete, accurate and up to date and shall promptly notify WV EVENTS BV in writing of any changes.

3.7

The Participant may not assign or transfer any rights or obligations arising under the Agreement, in whole or in part, without the prior written consent of WV EVENTS BV.

Article 4 – Payment

4.1

Invoices shall be paid within fourteen (14) days from the invoice date, unless a different due date is stated on the invoice.

4.2

The full participation fee must be received by WV EVENTS BV before the commencement of the Event.

4.3

If payment is not received by the applicable due date, WV EVENTS BV shall be entitled, without prejudice to any other rights or remedies available under law or the Agreement, to:

- cancel the reservation;
- reallocate the allocated Booth;

- refuse the Participant access to or participation in the Event;
- charge statutory interest and all applicable extrajudicial debt collection costs.

4.4

All judicial and extrajudicial costs arising from the Participant's failure to fulfil its payment obligations in a timely manner shall be borne entirely by the Participant.

Article 5 – Cancellation, Rescheduling and Force Majeure

5.1 Cancellation by the Participant

Any cancellation must be submitted in writing.

5.2

If the Participant cancels more than one (1) month prior to the commencement of the Event, fifty percent (50%) of the agreed participation fee shall remain payable.

5.3

If the Participant cancels within one (1) month prior to the commencement of the Event, the full participation fee shall remain due and payable.

5.4

Failure to attend the Event shall not entitle the Participant to any refund.

5.5

A Booth reservation may only be transferred to another Participant with the prior written consent of WV EVENTS BV.

5.6 Rescheduling of the Event

WV EVENTS BV reserves the right to reschedule, postpone or make organisational changes to an Event where circumstances reasonably require such action.

In the event of rescheduling, the Agreement shall remain in full force and effect.

If a Participant can demonstrably and reasonably no longer attend the rescheduled Event, WV EVENTS BV shall, at its sole discretion, offer an appropriate solution, which may include:

- a full or partial refund;
- a credit for a future Event; or
- participation in a subsequent edition of the Event.

5.7 Cancellation by WV EVENTS BV

If WV EVENTS BV decides to cancel an Event, any participation fees already paid shall be refunded.

The Participant shall not be entitled to compensation for indirect loss, consequential loss, loss of profit, loss of revenue or any other costs or damages.

5.8 Force Majeure

In the event of Force Majeure, WV EVENTS BV shall be entitled to suspend, amend or terminate the Agreement, in whole or in part, without being liable for any compensation or damages whatsoever.

Article 6 – Booth Allocation

6.1

Booths shall be allocated exclusively by WV EVENTS BV.

6.2

Any preferences expressed by the Participant regarding booth location, layout or positioning shall be considered without obligation and shall not create any entitlement or guarantee.

6.3

WV EVENTS BV reserves the right to alter the floor plan, visitor routing, Booth allocation or Booth location whenever reasonably necessary for the organisation, safety, operational efficiency or successful execution of the Event.

6.4

The allocated Booth may only be used for the activities expressly agreed between the Participant and WV EVENTS BV.

6.5

The allocation of a Booth grants the Participant solely the right to use that Booth during the agreed Event period.

No ownership rights, tenancy rights, exclusive rights or any other rights may be derived from such allocation.

Article 7 – Obligations of Participants

7.1 General

Participants shall conduct themselves professionally, responsibly and respectfully throughout the entire Event and shall comply with these General Terms and Conditions, the applicable Event Regulations and all instructions issued by WV EVENTS BV.

7.2 Compliance with Laws and Regulations

The Participant is solely responsible for complying with all applicable laws and regulations, licences, permits, certifications and any other legal requirements relating to its activities.

Where specific activities are subject to additional statutory or regulatory requirements, compliance therewith shall remain the sole responsibility of the Participant.

The Participant shall further be responsible for complying with all applicable tax obligations, duties, levies, excise duties and any other statutory financial obligations relating to its activities.

7.3 Products and Services

The Participant may only offer products or services that:

- are lawful;
- are consistent with the nature and character of the Event;
- do not present a risk to persons or property; and
- do not infringe the rights of any third party.

WV EVENTS BV reserves the right to refuse, prohibit or remove any products, services or activities which, in its reasonable opinion, are incompatible with the Event or violate applicable laws or regulations.

7.4 Presentation of the Booth

Throughout the official opening hours of the Event, the Participant shall maintain its Booth in a clean, safe, professional and presentable condition.

Empty packaging, waste materials, storage items and any other objects that detract from the appearance of the Event shall be kept out of sight of Visitors at all times.

7.5 Responsibility

The Participant remains fully responsible and liable for the conduct and actions of its employees, representatives, contractors, assistants and all other persons acting on its behalf or under its responsibility at or around the Booth.

Article 8 – Use of the Booth

8.1 Personal Use

The allocated Booth is intended solely for use by the Participant identified in the registration approved by WV EVENTS BV.

8.2 No Assignment or Subletting

Without the prior written consent of WV EVENTS BV, the Participant shall not:

- assign or transfer the Booth, in whole or in part;
- share the Booth with another Participant, artist, trader or third party;
- permit a third party to offer products or services from the Booth;
- allow any unregistered person to conduct professional or commercial activities from the Booth.

8.3 Approval

WV EVENTS BV may, at its sole discretion, grant permission for shared use of a Booth or for the addition of extra persons.

Such approval may be made subject to conditions and/or additional charges.

8.4 Breach

In the event of a breach of this Article, WV EVENTS BV shall be entitled to deny the relevant person or persons access to the Event or to terminate the Agreement with immediate effect, without any obligation to refund participation fees already paid.

8.5 Promotional Activities

Without the prior written consent of WV EVENTS BV, the Participant shall not:

- advertise outside its own Booth;
- distribute flyers, brochures or promotional materials outside its own Booth;
- actively approach Visitors outside its own Booth;
- advertise or promote competing events;
- organise collections, fundraising campaigns or similar activities.

Article 9 – Safety and Public Order

9.1 General

Every Participant shall immediately comply with all instructions issued by WV EVENTS BV, its employees, security personnel, emergency response officers (BHV), first aid personnel and any other persons authorised by WV EVENTS BV.

9.2 Safety Measures

WV EVENTS BV reserves the right to implement additional safety measures whenever circumstances reasonably require.

9.3 Prohibited Conduct

Participants shall refrain from, among other things:

- aggressive, threatening or intimidating behaviour;
- violence or threats of violence;
- discrimination or harassment;
- creating dangerous situations;
- performing work while under the influence of illegal drugs;
- endangering the safety, health or wellbeing of Visitors, Participants or staff.

9.4 Immediate Suspension of Activities

If WV EVENTS BV instructs a Participant to immediately cease any work, demonstrations, treatments, performances or other activities, the Participant shall comply without delay.

9.5 Removal from the Event

WV EVENTS BV may immediately remove any Participant or Visitor who violates these General Terms and Conditions, the Event Regulations or any lawful instruction issued by WV EVENTS BV.

Removal shall not give rise to any right to reimbursement or compensation.

9.6 Costs

Any additional costs incurred by WV EVENTS BV as a result of a Participant's breach of these General Terms and Conditions—including, but not limited to, security costs, cleaning costs, repair costs or overtime expenses—may be recovered in full from the Participant.

Article 10 – Build-up and Breakdown

10.1 Build-up

WV EVENTS BV shall determine the build-up schedule for each Event.

Participants shall strictly comply with the designated build-up times.

10.2 Ready for Opening

Each Booth must be fully constructed, safely installed and ready for operation before the official opening of the Event.

10.3 During Opening Hours

During the official opening hours of the Event, no vehicles, pallets, roll containers, trolleys or other means of transport may be present at or around the Booth or within the aisles, unless prior written permission has been granted by WV EVENTS BV.

10.4 Completion of Activities

The Participant shall schedule its activities in such a manner that all work, demonstrations, treatments, performances and other activities have been completed no later than the official closing time of the Event.

No activities may continue after the official closing time without the prior written consent of WV EVENTS BV.

10.5 Breakdown

Immediately following the closure of the Event, the Participant shall commence dismantling its Booth unless otherwise instructed by WV EVENTS BV.

10.6 Handover of the Booth

The Booth must be vacated completely, cleaned and restored to its original condition within the breakdown period specified by WV EVENTS BV.

If the Participant fails to vacate the Booth within the prescribed period, WV EVENTS BV shall be entitled to remove, dismantle, store or dispose of the Booth and any remaining property, either itself or through third parties.

All resulting costs—including but not limited to labour costs, transport costs, storage costs, disposal costs, cleaning costs and repair costs—shall be borne entirely by the Participant.

10.7 Property Left Behind

Any goods, materials or property remaining after the expiry of the breakdown period may be removed, stored or disposed of by WV EVENTS BV.

All costs arising therefrom shall be borne entirely by the Participant.

10.8 Waste

Unless otherwise agreed in writing, each Participant is responsible for removing its own waste, packaging materials and any other materials generated by its participation in the Event.

10.9 Damage to the Venue

Without the prior written consent of WV EVENTS BV, the Participant shall not drill, screw, nail, glue or otherwise alter floors, walls, ceilings or any other part of the Venue.

The Participant shall be fully liable for all damage resulting from any unauthorised alterations.

Article 11 – Admission

11.1

WV EVENTS BV shall determine who is granted access to the Event.

11.2

WV EVENTS BV reserves the right to refuse admission to or remove any person from the Event where reasonable grounds exist to do so.

11.3

Admission tickets, participant badges, wristbands and all other access credentials shall remain the property of WV EVENTS BV.

Forgery, misuse, unauthorised transfer or resale of such access credentials is strictly prohibited.

11.4

WV EVENTS BV reserves the right to carry out identity checks and security inspections.

Participants and Visitors shall fully cooperate with such checks upon request.

Article 12 – Photography, Video and Media Policy

12.1

During the Event, photographs, video recordings, audio recordings and livestreams may be created by or on behalf of WV EVENTS BV.

12.2

WV EVENTS BV shall be entitled to use, reproduce, publish, distribute and otherwise exploit such recordings for promotional, editorial and commercial purposes without any limitation in time or territory.

12.3

By participating in or attending the Event, each Participant and Visitor acknowledges that such recordings may be made and, where required by applicable law, grants consent to such use.

12.4

Professional photography, commercial videography, livestreaming, drone recordings, 3D scanning, AI dataset creation and any other commercial recording activities are only permitted with the prior written consent of WV EVENTS BV.

12.5

Journalists, photographers, broadcasters and other media representatives must obtain prior approval from WV EVENTS BV and may be required to obtain official press accreditation before being permitted to carry out media activities during the Event.

Article 13 – Liability

13.1 Own Risk and Responsibility

Participation in and attendance at the Event shall be entirely at the Participant's or Visitor's own risk.

Each Participant and Visitor remains solely responsible for their own conduct, property, employees, representatives, contractors, assistants and any other persons acting on their behalf or under their responsibility during the Event.

13.2 Property

WV EVENTS BV accepts no liability whatsoever for the loss, theft, disappearance or damage of any property belonging to Participants or Visitors, including but not limited to merchandise, inventory, equipment, tools, vehicles, cash, documents and any other personal or business property.

The allocation of a Booth, exhibition space or storage facility shall not constitute custody, safekeeping or bailment of any property.

13.3 Limitation of Liability

WV EVENTS BV shall only be liable for direct damage resulting exclusively from an attributable breach of contract or an unlawful act committed by WV EVENTS BV, and only to the extent that such liability cannot be excluded under applicable law.

To the fullest extent permitted by law, all other liability is expressly excluded.

13.4 Consequential Loss

WV EVENTS BV shall not be liable for any indirect, incidental or consequential loss or damage, including but not limited to:

- loss of profit;
- loss of revenue;
- loss of business opportunities;
- reputational damage;
- business interruption;

- travel and accommodation expenses;
- personnel costs; or
- any other indirect or consequential losses.

13.5 Maximum Liability

Where WV EVENTS BV is held liable, its total liability shall be limited to the amount paid by its liability insurer in the relevant case, increased by any applicable deductible paid by WV EVENTS BV.

If, for whatever reason, no insurance payment is made, the total liability of WV EVENTS BV shall in no event exceed the participation fee actually paid by the Participant.

13.6 Damage Caused by Participants

The Participant shall be fully liable for all damage caused by the Participant, its employees, representatives, contractors, assistants or any other persons acting under its responsibility to:

- WV EVENTS BV;
- the Venue;
- other Participants;
- Visitors; or
- any third party.

13.7 Indemnification

The Participant shall fully indemnify and hold harmless WV EVENTS BV against any and all claims, liabilities, losses, damages, costs and expenses asserted by third parties arising out of:

- the Participant's participation in the Event;
- any products or services offered by the Participant; or
- any act or omission of the Participant or persons acting under its responsibility.

Article 14 – Insurance

14.1 Property Insurance

Each Participant is solely responsible for obtaining and maintaining adequate insurance covering its inventory, merchandise, equipment, tools, vehicles and any other property brought to or used at the Event.

14.2 Public Liability Insurance

Every Participant carrying out professional or commercial activities during the Event—including, but not limited to, traders, exhibitors, makers, artists, tattoo artists, workshop hosts, demonstrators, sponsors and Booth holders—shall maintain adequate public liability insurance (or equivalent commercial liability insurance applicable in its country of establishment).

WV EVENTS BV may require the Participant to provide valid documentary evidence of such insurance upon request.

14.3 Legal Compliance

Participants who are subject to additional legal or regulatory requirements are solely responsible for obtaining and maintaining all required licences, permits, certifications, registrations, insurance policies and approvals, and for complying with all applicable legislation and regulations.

14.4 Visitors

Visitors remain solely responsible for their personal belongings at all times.

Article 15 – Intellectual Property

15.1 Intellectual Property Rights of WV EVENTS BV

All intellectual property rights relating to Events organised by WV EVENTS BV—including, but not limited to, event names, logos, trade marks, corporate identity, designs, websites, promotional materials, texts, photographs and videos—shall remain the exclusive property of WV EVENTS BV and/or its licensors.

15.2 Use of Intellectual Property

No person may use the names, logos, trade marks, designs or any other intellectual property rights belonging to WV EVENTS BV for commercial, promotional or other business purposes without the prior written consent of WV EVENTS BV.

15.3 Promotional Use of Participant Information

By participating in the Event, the Participant grants WV EVENTS BV a non-exclusive, worldwide, royalty-free licence to use the Participant's trade name, company name, logos and general photographs or video footage of the Booth and activities for promotional purposes relating to the Event.

No compensation or royalty shall be payable for such use.

15.4 Third-Party Rights

The Participant warrants that all products, designs, trade marks, images, materials and other content used, displayed or offered by the Participant do not infringe any intellectual property rights or other rights of third parties.

The Participant shall fully indemnify and hold harmless WV EVENTS BV against all claims arising from any such infringement.

Article 16 – Privacy

16.1 Personal Data

WV EVENTS BV processes personal data solely to the extent necessary for the organisation, administration, execution and settlement of the Event and in accordance with applicable data protection legislation.

16.2 Privacy Statement

The processing of personal data shall be governed by the Privacy Statement of WV EVENTS BV, as amended from time to time.

16.3 Registration

WV EVENTS BV may process personal data for purposes including, but not limited to:

- participant registration;
- admission control;
- safety and security;
- administration;
- communication relating to the Event.

Article 17 – Image Rights and Media

17.1 Recordings

During the Event, photographs, video recordings, audio recordings and livestreams may be created by or on behalf of WV EVENTS BV.

17.2 Use

WV EVENTS BV shall be entitled to use, reproduce, edit, publish, distribute and otherwise exploit such material for promotional, editorial and commercial purposes without limitation in time or territory.

17.3 Professional Recordings

Professional photography, commercial videography, livestreaming, drone operations, 3D scanning, AI dataset creation and any other commercial recording activities are only permitted with the prior written consent of WV EVENTS BV.

Article 18 – Governing Law and Jurisdiction

18.1 Governing Law

These General Terms and Conditions and all Agreements to which they apply shall be governed exclusively by the laws of the Netherlands.

18.2 Competent Court

Any dispute arising out of or in connection with these General Terms and Conditions or any Agreement between WV EVENTS BV and a Participant shall be submitted exclusively to the competent court within the judicial district in which WV EVENTS BV has its registered office, unless mandatory provisions of law require otherwise.

Article 19 – Final Provisions

19.1 Validity

If one or more provisions of these General Terms and Conditions are found to be invalid, void or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect.

19.2 Replacement Provision

In such event, the Parties shall replace the invalid or unenforceable provision with a valid provision that most closely reflects the purpose and intent of the original provision.

19.3 Amendments

Any deviation from or amendment to these General Terms and Conditions shall only be valid if expressly confirmed in writing by WV EVENTS BV.

19.4 Citation

These General Terms and Conditions may be cited as:

General Terms and Conditions – WV EVENTS BV