

DESIGN PERRON

22 t/m 30 Oct 2022

# CONDITIONS OF PARTICIPATION



## Introduction

The Design Perron Foundation (hereafter called F. DP) is an organization set up by designer Meike van Schijndel and is, largely voluntarily, co-run by interior architect Marcel Klever. Opvallers BV, which has a business at Fuutlaan 12 Eindhoven, makes their location available to F. DP on a yearly basis. Design Perron operates independently as an official Dutch Design Week (DDW) location. The aim is to establish a creative and inspiring design show with limited resources. This is made possible only through the individual efforts of the individual designers during the DDW, building and dismantling of their own exhibitions.

The intent is to form an organization that is informal yet professional. These Conditions of Participation have been drawn up to prevent misunderstandings and ensure that everything runs smoothly.

## 1. General

1.1 The conditions under which participants can participate in Design Perron are set out in these Conditions of Participation.

## 2. Definitions

2.1 Organizers: F. Design Perron [hereafter DP] is organized by F. DP.

2.2 Applicant: any natural or legal person who has registered as a Participant of DP, regardless of whether this registration has been accepted by the Organizers. 2.3 Participant: any individual or legal person who has registered as a Participant with DP and who has been accepted by the Organizers.

2.4 Participation costs: The costs that the Participant owes the Organizers for the

discussed participation package.

2.5 Participation package: This states the number of m2 rented on DP, the duration of the property rental and the participation costs.

2.6 Participation Agreement: The Participation Agreement is the document and/or digital letter addressed to the authorized Applicant/Participant, stating the leased location, duration of the leased property, participation costs and these participation conditions. If the authorized participant has accepted this participation agreement (digitally or in writing), participation in Design Perron is irrevocable and the participant has definitively accepted his participation package and these participation conditions.

## 3. Event period

3.1. DP will take place during DDW from Saturday October 22 to Sunday October 30, 2022. All participants are obliged to adhere to the agreements made for this period.

3.2 In addition to registering with DP, the participant is obliged to register with the DDW.

3.2 Building up their part of the exhibition by Participant is possible from the Monday before the opening of the DDW.

3.3 The day programs for visitors are on all days from 11:00 am to 6:00 pm.

3.4 Dismantling and removal of the exhibition can take place on the last Sunday after closing (6:00 pm) and must take place no later than the first Monday after the closing day of the DDW.

#### **4. Registration and participation**

4.1 The information requested on the Registration Form must be completed in full. The Applicant guarantees the Organizers the correctness of the information provided in the Registration Form and the authority to sign. Any incorrect information or unauthorized signatures are at the expense and risk of the Applicant.

4.2 The right to participate in DP is not guaranteed simply by registering. In certain cases, the Organizers reserve the right not to process a registration.

#### **5. Payment obligations**

5.1 The Participant is responsible for all Participation Costs, and payments will only be accepted by bank transfer. VAT is not included and will be added, except for companies established abroad.

5.2 The participant must make the payment within one week after the participation agreement has been completed.

5.3 Payments must be made to Stichting Design Perron before the start of DP, otherwise participation cannot take place.

5.4 In the event of late payment of any amount owed to the Organizers, the statutory interest will be charged from the moment the claim has become due and payable. All collection costs will be paid by the Participant, whereby the extrajudicial collection costs are set at 15% of the principal sum.

5.5 The actual signer of the registration form is responsible for the payment of the invoice, even if there is representation.

#### **6. Rented**

6.1 Participant rents a specific m2 of exhibition space from DP at the location on Fuutlaan in Eindhoven during Dutch Design Week 2022.

6.2 At the beginning of September 2022, DP will draw up a definitive layout of the building and grounds.

6.3 All rooms are provided with power points (230 Volt / 16 Amp). 6.4 The spaces provided have a height of more than 5 meters, which Participant must consider when hanging exhibition material or lighting.

6.5 Drilling holes in walls, ceilings and floors is specifically prohibited without prior

consultation/permission.

6.6 Escape routes in all areas must be kept clear.

6.7 If the DP team feels the quality of the exhibition is not up to Organizer's standards, they reserve the right to have the Participant change his/her exhibition.

6.8 All expos must be arranged in accordance with COVID-19 guidance/restrictions. Should the expo not meet COVID-19 safety standards and rules, DP reserves the right to have the Participant change his/her exhibition.

#### **7. Construction and dismantling**

The Participant is responsible for the construction and dismantling of his/her exhibition, unless stated otherwise.

7.2 Setup is possible from the Monday before the opening of the DDW.

7.3 Disassembly is possible on the last day of the exhibition from 6:00 PM to 9:00 PM, and on the following day from 9:00 AM to 3:00 PM.

7.4 During construction and dismantling, the Participant is solely responsible for removing all materials. (Please note and respect that the Opvallers waste containers present on-site are not available for use.)

7.5 The rented exhibition space must be returned clean and in its original condition after the exhibition.

7.6 Permanent damage to the rented space or facilities is strictly prohibited. Costs for any damage and repair and cleaning of the rented items are at the expense of the exhibitor.

#### **8. Sales**

8.1 Sale of products/work at the exhibition is not allowed.

8.2 DP's participants can sell their products in the pop-up shop set up by DP for this purpose. (For conditions, see separate agreement Pop-Up Shop).

#### **9. Online exposure**

During DP, the Participant will be promoted free of charge on DP's website and via DP social media channels.

9.2 The listing on [www.designperron.nl](http://www.designperron.nl) will be based on the information entered by the Participant on the registration form, along

with images requested of the Participants to post online. If the image material has not been sent or does not meet the conditions, the organization reserves the right to choose and post appropriate images.

## **10. Cancellation of participation by Participant**

10.1 A registration cannot be withdrawn or changed unilaterally by the Participant. The Organizers can grant a request for cancellation of registration under the condition of payment of a cancellation fee. Cancellation fees are:

- 25% of the participation amount after the registration has been confirmed
- 50% in case of cancellation less than 2 months before the start of DP
- 100% in case of cancellation less than 14 days before the start of DP

(Note: all fees are plus the VAT due).

10.2 If the Participant is unable to participate in the Event due to special circumstances beyond his control as assessed and agreed upon by the Organizers, the Organizers may dissolve the Participation Agreement at the request of the Participant. In that case, the Organizers are entitled to 25% of the Participation Costs. The Participant is also liable for all costs that the Organizers have made or still have to make in connection with Participant's registration.

10.3 In the event that the Participant at any time after the conclusion of the Participation Agreement applies for suspension of payments or bankruptcy, the Participant will continue to owe the full Participation Costs, as well as any other costs incurred by or through the Organizers in connection with his participation, without prejudice to the Organizers' right to the claim of costs, damage, and interest.

10.4 Organizers are not liable to Participants for compensation for any expenses or damages caused by cancellation or dissolution of any portion of this contract.

## **11 Force majeure**

11.1 Force majeure is understood to mean: any circumstance that the Organizers could not foresee at the time of acceptance of the registration and as a result of which the normal performance of the obligations

cannot reasonably be expected by the Organizers. This includes war, summons, epidemics, natural disasters, fire, and other calamities.

11.2 If because of Force Majeure, Organizers are prevented from fulfilling the obligation(s) with the Participant (s) in whole or in part, they will immediately inform the Participant(s) thereof in writing.

11.3 Organizers are not liable for full or partial non-compliance with the commitments relating to participation in DP because of Force Majeure.

## **12 Cancellation by Organizers and reimbursement**

12.1 The Organizers reserve the right to change or cancel the dates for DP at any time due to special circumstances [Force majeure], without the Participant being able to claim compensation for any damage or costs incurred in those cases.

12.2 If DDW is canceled, the Organizers have the right to decide not to allow DP to proceed.

12.3 In the event DP is canceled by Organizers due to force majeure [see article Force majeure] or any other reason, the payments made by the Participant will be refunded in accordance with the arrangement in 12.4.

12.4 Payments made by the Participant will be reimbursed minus the costs already incurred for the Organizers. These costs will be based on the agreed-upon participation package and will be calculated as follows:

- today until 31 Aug: 80% refund
- Sept 1 to Sept 30: 60% refund
- October 1 to October 21: 40% refund
- From October 21: 20% refund (plus VAT due)

12.5 If, after the Participation Agreement has been completed, the Organizers have valid concerns that participation in DP by the Participant could cause damage in any way to the Organizers, DP or other participants, Organizers reserve the right to dissolve the Participation Agreement. In that case, the Participant continues to owe the full participation costs as well as all other costs incurred by or through the Organizers in connection with his/her participation.

### **13 Liability**

13.1 Design Perron provides all necessary permits during the DDW at the relevant location.

13.2 The Organizers are not liable for damage suffered by the Participant due to shortcomings of the Organizers in the performance of the obligations arising between the Participant and the Organizers, unless this damage is caused by gross negligence or intent on the part of the Organizers.

13.3 The Organizers only accept liability for damage suffered by the Participant because of an attributable failure to fulfill their obligation to the Participant, insofar as this is covered by their liability insurance.

13.4 The Participant is liable for and must take out adequate insurance against all damage of any nature whatsoever caused by the actions or negligence of himself, of his personnel, of persons who work for him or at his instruction in any way whatsoever.

13.5 The Participant indemnifies the Organizers against all claims that others may assert against the Organizers in connection with Participant's actions or omissions.

### **14 Disputes / Governing Law**

14.1 All disputes arising from or relating to participation in DP will be submitted to a competent Dutch court.

14.2 All Conditions of Participation and/or the obligations arising from them are governed by Dutch law.

### **15 Change of conditions**

15.1 The Organizers have the right to amend or supplement these conditions. Amendments and additions to these terms and conditions take effect 30 days after publication or at a later date mentioned in the publication.

### **16 Intellectual Property Rights**

16.1 The Organizers are entitled to the intellectual property rights related to the event, including at least the [brand] name, logo[s] and the event image.

16.2 The Organizers may grant the Participant the right to use the [brand] name, logo[s] and / or the exhibition image for promotional purposes. In that case,

the Participant will only use these brands and/or images in the way they are made available by the Organizers. The Participant is therefore not permitted to use the brands and/or images for purposes other than promoting the event, or to distort them in any way.

16.3 In case of violation of the provisions in 16.2, the Participant is required to cease and desist use of the relevant brand or image when requested by the Organizers.

### **17 Final provision**

The Organizers have the right to immediately terminate cooperation with a Participant who acts in violation of the Conditions of Participation, without this Participant being entitled to any refund or compensation for damage.

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