



TERMS &  
CONDITIONS

23+24  
SEPT  
2023

FOR  
THE  
NOW

DESIGN  
EXCHANGE  
PLATFORM

Hosted by

BRUSSELS  
**DESIGN**  
MARKET

# FOR THE NOW GENERAL TERMS & CONDITIONS

Design September asbl  
Rue du Belvedere 28  
B-1050 Bruxelles  
TVA : BE0431.274.965

## 1. VENUE

ASBL Design September, hereinafter referred to as "the Organiser", is organising FOR THE NOW, which will be held in the exhibition hall (Gare Maritime) on Tour & Taxis site, rue Picard 11 - B 1000 Brussels on 23 and 24 September 2023.

## 2. GENERAL

A) By signing the booking form or other proof of reservation, the exhibitor declares and acknowledges having read and accepted these terms and conditions.

B) In the absence of special conditions between the parties, the general terms and conditions apply unless there is an express written exception on the part of the Organiser.

C) The reserved booth will only be made available to the exhibitor after full payment of all sums due.

D) The terms and conditions for the organisation of the event, in particular the opening date, its duration, the location where it will be held, the opening and closing hours, the price of admission, are determined by the Organiser and may be modified at his initiative.

## 3. CONDITION OF PARTICIPATION

A) The event is curated by Flanders DC and Design September.

Organiser reserves the right to refuse the registration of any exhibitor, without the right to any indemnity or compensation and without obligation to justify the refusal.

B) Applications will be considered between May 22 and May 30. The exhibitor is informed personally if they are one of the selected designers.

C) Except with the prior written authorization of the Organiser, the exhibitor may not transfer, sublet or share, even free of charge, all or part of his concession within the market. Similarly, the exhibitor may not advertise on his stand in favour of goods or companies without the prior agreement of the Organiser.

D) Booths are allocated only to the selected exhibitors.

## 4. ORDER

A) The booth reservation at FOR THE NOW is made by signing a participation form (booking form) sent by e-mail or post to the organisers. This signed form represents a firm commitment on the part of the exhibitor.

B) The exhibitor's participation will be considered official as soon as the designer has received the confirmation e-mail sent by The Organiser.

C) In the event of cancellation by the exhibitor, The Organiser may dispose of the vacated booth and compensation will be claimed from the exhibitor as indicated below under "payment".

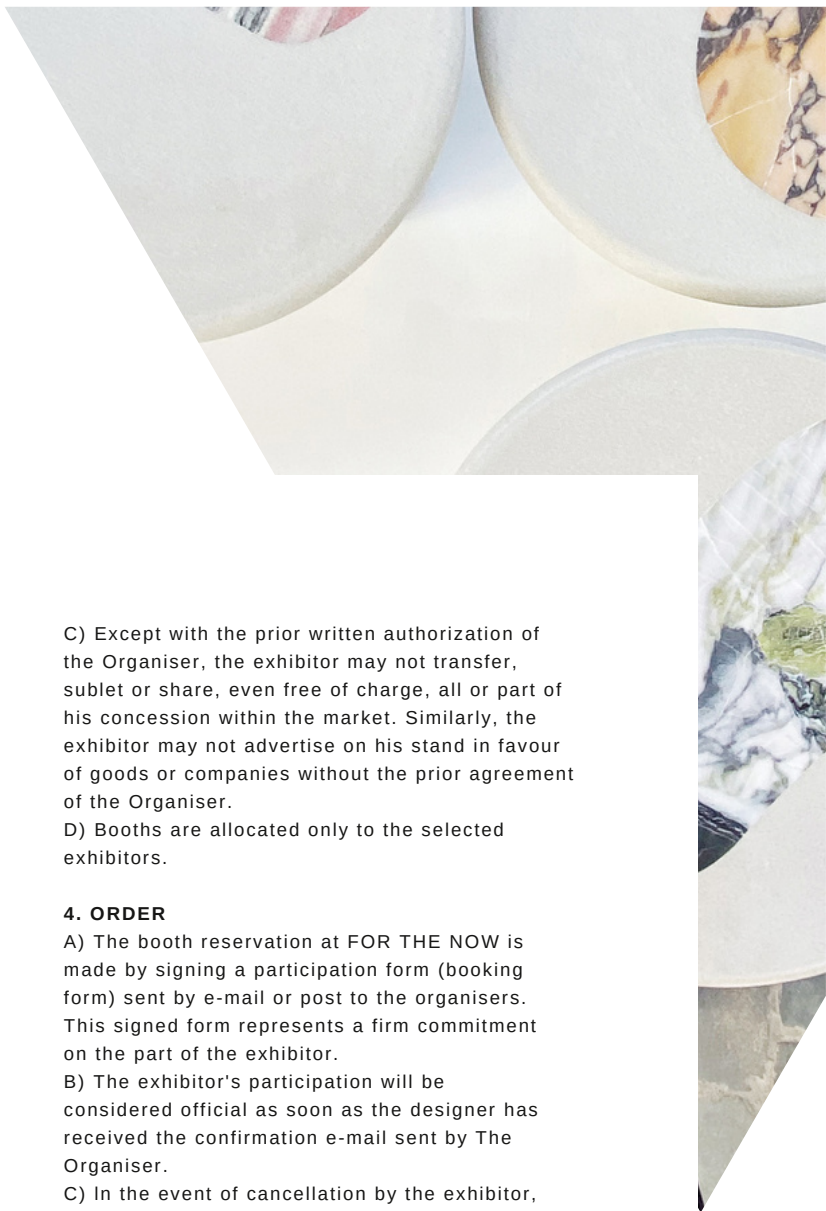
## 5. PAYMENT

A) Payments shall be paid to the bank account whose references are listed on the booking form. B) The total amount of the order will be sent to the exhibitor on an invoice by e-mail.

Payment

will be made upon receipt of the invoice. Complaints regarding invoices must be made in writing as soon as they are received.

No complaints will be accepted at a later date.





23+24  
SEPT  
2023FOR  
THE  
NOWDESIGN  
EXCHANGE  
PLATFORM

C) Payments must mention the name of the designer and his company.

D) Any failure to pay on the agreed due date will give rise, by operation of law and without notice of default, to interest of 12% by way of compensation for loss of return on the capital of the unpaid claim. In addition, any payment not made within 8 days of the formal notice sent by registered letter shall be increased by a flat-rate 10% as compensation for administrative costs caused by this delay in payment. In the event of non-payment on the due dates indicated, the Organiser reserves the right to use the reserved space. The designer is nevertheless required to pay the totality of the sums provided for.

## 6. RESPONSIBILITY

A) The Organizer declines all responsibility, in particular with regard to any fault or damage caused by a member of staff and/or the exhibitor, as well as any damage or theft that may occur to the material exhibited by the dealer, for whatever reason.

The exhibitor is required to insure his civil liability towards third parties, his own equipment against damage: tire, theft, damage, etc. The dealer must provide a clause of abandonment of recourse against the Organiser and the occupants of the exhibition hall.

B) Without prejudice to the previous paragraph, and without this entailing any duty of supervision or control on its part, the Organiser reserves the right to prohibit any activity which would be likely to endanger persons and/or property or which could damage the reputation and/or notoriety of the Organiser.

C) Except for its own intentional fault, the Organiser may not be held liable if, for any reason whatsoever, the venue in which the exhibition is organised is totally or partially unavailable and/or access to this venue is totally or partially impossible.

Should the exhibition be interrupted for a cause beyond the Organiser's control, the Organiser will not make any refund.

D) The Organiser declines all responsibility for any damage to the infrastructure or goods that may be caused by rain, flooding, bad weather or wind.

E) Exhibitors must ensure the security of their goods and infrastructure themselves, night and day.

## 7. INSURANCE

A) The Organiser provides fire insurance for itself, the participants, the equipment, and the buildings made available by Tour & Taxis. Under no circumstances does this insurance cover the participants' equipment, nor the equipment made available by third parties.

B) The participants are obliged to

1. Take out civil liability insurance
2. Take out insurance for the stand and the products on display against all risks and damage, including theft.

C) Due to their participation, participants waive the right to make a claim against in case of accident or damage:

1. Brussels Design Market
2. Tour & Taxis
3. All participants in the event
4. Business leaders, representatives, managers and appointees of such enterprises or organisations.

## 8. SKILLS

In the event of a dispute, the courts of Brussels shall have exclusive jurisdiction.

