General Conditions

Version 2009

§1. Prices and payment terms
The order confirmation/stand rent contract is binding for the exhibitor after Bella Centers receipt of signed order confirmation/stand rent contract or when invoice is paid to Bella Center. The payment terms and prices specified on the front page of the order confirmation/stand rent contract or invoice shall be adhered to.
Bella Center reserves the right to invoice services, supplies, catalogue items for stand construction, fitting or serving prior to the event with the net amount to be paid in cash. Bella Center is not obliged to deliver the ordered services and items if payment has not been made prior to the event. Payment can be made by any conventional means. The exhibitor guarantees to pay for Bella Center's deliveries to the stand regardless of whether the deliveries have been ordered by the exhibitor or the exhibitor's supplier. In cases where extra services are ordered immediately before or during the event, these will be invoiced for payment net cash or cash on delivery, depending on the nature of the delivery. Payment can be made by any conventional means.
In all cases of overdue payment, Bella Center is entitled to demand payment with interest at the same interest rate as Bella Center's overdraft (incl. commission), and with the addition of 5 percentage points. Interest will be charged from the date when payment is due until the date when payment has actually been made. In case of default, including overdue payment, Bella Center is entitled to compensation for any losses caused by the default. Bella Center is also entitled to either annul the agreement without obligation to refund any payments already made, or to maintain the agreement, but refuse further postponement and demand payment of the owed amount with the addition of interest, as specified above.
Bella Center is entitled to adjusting for VAT and other statutory fees as to the prices agreed with the exhibitor. The right to adjustments applies in all respects and is accordingly not limited to changes imposed by the authorities.
Bella Center reserves the right to send all order confirmations, invoices and credit notes electronically, either via EAN number, VAT no. or e-mail.
If the client wishes to receive a document in paper form, the Bella Center has the right to charge a fee of DKK 60, - per. PCB unit.

§2. Right to change location, area and exhibition deadlines; right to cancel
The order confirmation/stand rent contract is not binding for Bella Center until the exhibitor has returned the signed order confirmation/stand rent contract or when payment has been received by Bella Center.
Up to 30 days after receipt of the signed order confirmation/stand rent contract/payment, Bella Center is entitled – without having to provide any reason or be liable for any compensation – to cancel in full any stand lease provided that any previously made payments are refunded.
Bella Center is entitled to change stand location and to reduce the agreed stand area provided that any reductions in space result in corresponding reductions in stand rent, but do not entail any other compensation on the part of Bella Center.

§3. Force majeure
In case of unforeseen occurrences such as acts of God, war, mobilisation, industrial action, lockouts, fire, government regulations or other circumstances over which Bella Center has no influence, and which prevent or significantly impede the holding of an event, Bella Center is entitled, fully or in part, to transfer the event to other premises, to limit the stand area or to cancel previously made agreements, fully or in part, without thereby incurring any liability towards exhibitors.

§4. Fitting and construction of stands
The exhibitor shall comply faithfully with all regulations issued by Bella Center, the event's architect, the Fire Department, the health authorities and other public authorities, and shall in addition comply with the technical rules provided to all exhibitors.
Further, the exhibitor is obliged to fulfil all deadlines for returning supplied order forms concerning stand fitting, construction etc.
The notified goods shall be arranged and the stand ready for presentation at the latest by 21.00 on the evening before the opening of the event. If Bella Center judges that the exhibitor will not finish construction and fitting of the stand in time, Bella Center is entitled to provide for completion of the stand at the exhibitor's own expense and risk. The exhibitor is obliged to keep their stand open and satisfactorily manned during the event's opening hours.

§5. Exhibited goods
Bella Center can require the exhibitor to notify in advance all goods to be exhibited. Bella Center reserves the right to forbid the exhibitor from exhibiting certain goods, regardless of whether the goods have been reported, or not. The exhibitor is obliged to display all notified goods.
In case the exhibitor displays other goods than those notified, Bella Center can move such goods to another locality, demand that the goods be removed or rescind the exhibitor's contract without compensation for already paid stand rent.

§6. Dismantling of stands and removal of exhibition materials
Dismantling of stands and removal of exhibition materials is not permitted until after the event has concluded.
In such a case, Bella Center can fine the exhibitor an amount equivalent to the full rental amount of Bella Center's and the exhibitor's agreement. The fine does not limit Bella Center's right to demand compensation in accordance with other provisions of the contract, including those stipulated in these General Conditions, or under the rules of Danish law.
All displayed goods and exhibition materials are to be removed from the Bella Center by the time specified in the exhibition file under stand construction and dismantling. Bella Center is entitled to remove all goods, exhibition materials etc., at the exhibitor's own expense and risk, which have not been removed by the specified deadline.
Bella Center reserves the right to withhold displayed goods and exhibition materials, at the exhibitor's own expense and risk, as security for any claim Bella Center may have against the exhibitor.

§7. Sales, advertising and serving
The exhibitor shall follow the regulations stipulated by Bella Center and the authorities with regard to advertising, sales and ordertaking as well as handing out of brochures, appetizers, free samples etc.
Political propaganda in connection with exhibitions is forbidden. Advertising, sales and ordertaking as well as handing out of brochures, appetizers, free samples etc., outside the stand's area or by firms not registered and approved as exhibitors is not permitted.
Bella Center, or the restaurateur appointed by Bella Center, has a monopoly of serving food and beverages inside the event's area, with the exception of consumption by personnel. Handing out appetizers or selling food and beverages from the stands may, therefore, only take place with Bella Center's prior approval, and may, at Bella Center's discretion, be only under the condition that a separate fee be paid to the restaurateur for this privilege. In addition, the exhibitor must naturally comply with any possible requirements from the health authorities.
Use of loudspeakers and screening of films, slides etc., may only take place on condition that the surrounding stands are not disturbed. The exhibitor is not permitted to arrange for collective transport for the exhibition's visitors by means of private buses or other group transportation for visitors to and from the Bella Center without permission from Bella Center.

§8. Loan and subletting
Loan and subletting of the right to use the rented stand and materials is not permitted.

§9. Photography
Photography in the exhibition area is not permitted. Exhibitors, however, can ask Bella Center for photographs of their own stand, for a fee. Before the start of an event, it is also possible to obtain Bella Center's written permission to have the exhibitor's own stand photographed by his own photographer. The exhibitor is responsible for the photographer not abusing this special permit by taking photographs of other exhibitors.
Bella Center reserves the right to photograph trade fairs/exhibitions/stands/congresses and to make use of these photos in future media, sales and marketing activities.

§10. Personnel, guest and visitor cards
Each stand will be issued with a number of personnel cards free of charge in accordance with Bella Center's fixed guidelines.
Guest and visitor cards can be purchased at Bella Center's office at the price set by Bella Center.
Personnel, guest and visitor cards must be provided with a company stamp and the user's name. The cards are strictly personal. The exhibitor is responsible for these cards not being abused, and can be fined by Bella Center a sum of DKK 100-500 for each case of abuse plus reimbursement of any loss on behalf of Bella Center in the event of abuse.

§11. Parking
Parking at Bella Center's external car parks entails payment at current rates.

§12. Liability
The exhibitor is liable for any damage to persons, premises or inventory caused by the exhibitor, their personnel and suppliers, or by the exhibited goods or materials. The exhibitor himself is not permitted to put right any damages. Bella Center is only liable for damages caused by errors or negligence on the part of Bella Center's own personnel.
All exhibited goods or materials are at the exhibitor's own responsibility and risk in every respect.
In his own interest, the exhibitor should take out all necessary insurance policies.
Bella Center renounces any liability for damage to persons, exhibited goods and materials, etc., as well as liability for any possible indirect losses on behalf of the exhibitor, which may have been caused by failure in the electricity or water supply, all forms of breakage of cables and pipes, flooding, natural catastrophes, etc.

§13. Rules of conduct
The exhibitor or the exhibitor's personnel can be evicted (and/or their existing agreement can be rescinded) if they, in Bella Center's judgement, act provocatively or in breach of contract, hereunder in violation of these General Conditions, or if the exhibitor's use of the rented stand and materials, including the exhibitor's form or character of exhibiting, should in Bella Center's judgement be a nuisance to other exhibitors or harm Bella Center's reputation or that of the rest of the exhibition. Bella Center can hereafter be compelled to dispose of the exhibitors rented stand and materials without thus providing the exhibitor cause to claim reimbursement of already paid stand rent. Further, Bella Center reserves the right to refuse entry to persons deemed undesirable for employment at the exhibition or during its construction.

§14. Claims and complaints
Any claims and complaints shall be immediately given to Bella Center in writing, at the latest before the close of the event.

§15. Acceptance of Danish law and venue
The exhibitor acknowledges by his signature or by payment of the stand rent contract that any legal issue between him and Bella Center, based on the existing order confirmation/stand rent contract – including interpretation of any agreements entered into between him and Bella Center as well as settlement of matters concerning the exhibitor's possible liability for compensation - shall be judged and settled according to Danish law. The exhibitor accepts that the venue – depending on the magnitude of the case – shall be either the City Court of Copenhagen or High Court of Eastern Denmark.

§16. Cases of doubt
Bella Center's management shall resolve any circumstances not comprised by these General Conditions, and where there may be cause for doubt.

§17. Changes in the existing General Conditions
Bella Center reserves the right to change the existing General Conditions, with immediate effect, should this be necessitated by order of the authorities or by other absolutely necessary circumstances.

§18. Special agreements
Any possible special agreements between the exhibitor and Bella Center, which are not written on the back of the order confirmation/stand rent contract, are only binding insofar as they are accepted in writing by Bella Center.

§19. Duration of the offer
The current offer is valid only 14 days from the date of the order confirmation/stand rent contract. Should Bella Center not have received the signed order confirmation/stand rent contract by that date, Bella Center reserves the right to rent the stand area to other parties.

§20. In addition, reference is made to the specific materials regarding the event – including descriptions, drawings, technical specifications etc. IT- and teleservices is regulated by Bella Centers separate terms of delivery for IT- and teleservices.