

General Terms and Conditions - Three-sixty Events

1 Definition - Applicability

- 1.1 In these terms and conditions, the term "Three-Sixty Events" means: Three-Sixty Events BVBA (Chamber of Commerce 890.690.622) and, under the "Client": anyone with whom Three-Sixty Events enters into an agreement or to whom Three-Sixty Events sends a quotation.
- 1.2 The general terms and conditions apply to all quotations, offers and agreements between Three-Sixty Events and the Client.
- 1.3 It is only possible to deviate from these general conditions by written agreement.
- 1.4 All offers from Three-Sixty Events are without obligation and are non-binding, unless explicitly stated otherwise. Offers and quotations do not automatically apply to future orders.
- 1.5 Agreements are deemed to have been concluded from the day of signature of the agreement by Three-Sixty Events and the Client, or the day on which Three-Sixty Events actually carried out the assignment placed by the Client. If, during the work, it appears that it is necessary to change or supplement the agreement to ensure a proper execution thereof, the parties will proceed to adapt the agreement in a timely manner and in mutual consultation.
- 1.6 If the client is an association or foundation, the contract must be signed by a natural person who is authorised to act on behalf of the association or foundation. By signing, the respective person will become jointly and severally liable in addition to the association or foundation.

2 Quotations - Prices - Payment

- 2.1 All plans, drawings, designs and calculations made by Three-Sixty Events are and remain the property of Three-Sixty Events, and may only be realised by Three-Sixty Events. Drawings, designs, calculations, etc. made by Three-Sixty Events are protected by copyright. The Client is thereby forbidden to transfer them to third parties without the consent of Three-Sixty Events. For each established infringement, the Client shall owe a fixed compensation equal to 20% of the quotation to which the plans / drawings / designs / calculations relate.
- 2.2 All prices are exclusive of VAT and other levies imposed by the government.
- 2.3 Three-Sixty Events has the right to adjust the agreed price in the following situations:
 - If the circumstances for the set-up and dismantling differ considerably from the situation that formed the basis for determining the price.
 - If more or less work has been done.
 - If Three-Sixty Events incurs costs for the packaging and cannot leave the material on site.
 - If Three-Sixty Events still has to pay costs for the accommodation of its staff.
- 2.4 In the case of multi-day set-up or dismantling projects, the Client must provide meals and accommodation.
- 2.5 If the Client cannot use (part of) the rented goods for any reason whatsoever, the full rental price remains due.
- 2.6 The rental price, transport costs and VAT must be paid without any deduction or offset, no later than 5 working days before the start of the work, unless agreed otherwise in writing.
- 2.7 If the Client does not pay within the agreed periods, this will incur interest equal to 10%, automatically and without notice of default, as well as a lump-sum payment of 10% of the invoice amount as damages (with a minimum of EUR 25). Any complaints must be sent to us by registered letter within 8 days.
- 2.8 Three-Sixty Events has the right to demand (additional) security for the fulfilment of payment obligations, as well as to suspend compliance with the agreement until the aforementioned security has been met.

3 Cancellations

- 3.1 The Client has the right to cancel the agreement by registered letter with due observance of the following periods, and subject to the Client's obligation to pay the following amounts to Three-Sixty Events. For cancellation / annulment:
- Up to and including 120 days before the implementation: 40% of the agreed price
 - Up to and including the 31st day before the implementation: 60% of the agreed price
 - Less than 31 days, but more than 7 days before the implementation date: 70% of the agreed price
 - Within 7 days before the implementation date: 100% of the agreed price
- 3.2 Three-Sixty Events has the right to suspend the implementation of the agreement or to dissolve it completely or partially extra-judicially with immediate effect, without any compensation for damage or costs, in the following situations:
- If the Client does not meet the agreed obligations, or does not do this properly or in good time.
 - If there is good reason to fear that the Client will not fulfil his contractual obligations.
 - In the event of a bankruptcy, or a request for deferment of payment.
 - In the event of shutdown, liquidation, or full or partial transfer of the business of the Client.
 - In the event of the seizure of the Client's assets.

4 Delivery

- 4.1 Three-Sixty Events will make all reasonable efforts to comply with the agreed times at which Three-Sixty Events shall commence the execution of the order, or when the leased items are delivered for use. Exceeding the target time shall not oblige Three-Sixty Events to pay any compensation and will not entitle the client to cancel or suspend the agreement.
- 4.2 If partial deliveries are carried out, Three-Sixty Events shall be entitled to invoice these partial deliveries.
- 4.3 If the safety of its personnel is at risk, for example due to weather conditions, Three-Sixty Events shall be entitled to suspend the work until the conditions have improved. (e.g. thunderstorm, hoisting roofs or pulling sails in a wind force > 4 Beaufort).
- 4.4 Three-Sixty Events is entitled to suspend or discontinue the set-up, or to dismantle and remove the rented property if the safety of the rented property, and of his staff and third parties is not guaranteed. Three-Sixty Events can take this decision autonomously, after consultation with the Client, due to bad weather conditions, bad weather forecasts, poor working conditions for its staff, danger to visitors or general safety reasons.
- 4.5 The Client shall be responsible for any theft of the rented goods from the moment the first material is delivered to the site, or is picked up at the Three-Sixty Events warehouse until the moment the material is transported back by the Client or Three-Sixty Events. During the absence of the staff of Three-Sixty Events, the Client is obliged to ensure effective protection of the rented goods.
- 4.6 The Client or his authorised representative will indicate the correct place for the set-up, or shall mark it on the ground. If any mistakes are made by the Client or his delegate at this point, and the set-up has already started, the object can be dismantled, moved and rebuilt after consultation. The resulting costs and loss of time will be entirely at the cost and responsibility of the Client.
- 4.7 Under no circumstances may personnel, vehicles or material from Three-Sixty Events be used to perform assignments other than those described in the (rental) contract.

5 Location

- 5.1 The Client shall always be present at the construction site for the duration of the assembly and disassembly.
- 5.2 The Client shall ensure that the site is available at an early stage and is normally accessible by truck. This also applies to the accessibility of the objects to be built. These must be accessible in a normal manner in order to be able to supply and remove materials with a forklift truck or other machinery.
- 5.3 The Client shall ensure that the provision of the services of Three-Sixty Events is not hindered by third parties, such as the general public, parked cars or other obstacles. At the request of Three-Sixty Events, the Client will cordon off the construction site with fences or red-and-white tape in order to allow Three-Sixty Events to work safely and undisturbed. In the event that safety is compromised, Three-Sixty Events may halt the work until a safe construction site has been created, working together with the Client.
- 5.4 The facilities of the location, as well as the necessary amenities (such as electricity), must be present and be fully provided by the Client.
- 5.5 The Client must arrange for toilets, washing, changing and breaks rooms for the staff of Three-Sixty Events during the period that they are working on the site. Any costs caused by the absence of these will be charged to the Client.
- 5.6 The Client guarantees to Three-Sixty Events that the subsurface on which the goods that are rented or made available will be set-up and/or removed has sufficient load-bearing capacity.
- 5.7 The Client shall indemnify Three-Sixty Events against all claims from third parties with regard to damage caused to the subsurface resulting from the provision of the services.
- 5.8 The Client must ensure safe and proper storage of the material and packaging belonging to Three-Sixty Events. If the Client does not have such storage options, he must notify Three-Sixty Events in writing in advance. In the absence of this, Three-Sixty Events has the right to charge the Client extra costs.

6 Personnel

- 6.1 Three-Sixty Events has the right to have certain types of work carried out by third parties.
- 6.2 Where this has been agreed, Three-Sixty Events will make use of volunteers or ancillary workers who are made available by the Client for setting up and dismantling the rented equipment. These persons must all be adults and must be competent.
- 6.3 The Client is responsible for the cooperation of the agreed number of volunteers/ancillary workers at the agreed place and time for as long as Three-Sixty Events deems it necessary. The Client is also responsible for ensuring that all volunteers/ancillary workers have and wear the necessary personal protective equipment (including safety shoes with a steel tip, work gloves, helmet, etc.). To the extent agreed and necessary, this also applies to reliable climbing suits. In the event of damage and/or personal injury to volunteers/ancillary workers caused as a result of not wearing personal protective equipment, Three-Sixty Events cannot be held liable for the damage in any way, and the Client shall indemnify Three-Sixty Events against all claims from volunteers / ancillary workers or third parties in this regard.
- 6.4 The volunteers and ancillary workers must at all times follow the indications and instructions given by employees employed by or on behalf of Three-Sixty Events.
- 6.5 If the Client fails to meet these obligations, the additional costs arising for Three-Sixty Events as a result of this will be charged on the basis of € 400 per absent volunteer/ancillary worker per day, without prejudice to the right to claim additional compensation.
- 6.6 The Client is responsible for the liability and accident insurance for the volunteers and ancillary workers made available by the Client. Three-Sixty Events is responsible for the volunteers and/or ancillary workers that it makes available itself.
- 6.7 The Client shall fully indemnify Three-Sixty Events for all claims or claims of third parties that are based on negligent acts and damage caused by volunteers or ancillary workers engaged by the Client.
- 6.8 The staff of Three-Sixty Events has permission to take photos and videos during the set-up and dismantling of the project. After the event has taken place, these photos and videos may be used for publication purposes, both on paper and online.

7 Rental

- 7.1 The material and/or equipment is rented for a specific period of at least 1 day or 24 hours. The rental period commences at the time the rented materials or equipment leave the Three-Sixty Events warehouse, and ends at the time the rented materials or equipment is returned to the Three-Sixty Events warehouse, unless agreed otherwise in writing.
- 7.2 If the Client collects the materials or equipment from Three-Sixty Events' warehouse himself, he shall check for any defects on the spot.
- 7.3 The Client will ensure that Three-Sixty Events receives the returned rental items, or the items made available, in a clean, empty and undamaged state on the final date of the rental that was agreed in writing (for example, free of tape, without staples, material and/or equipment in the corresponding crates, undamaged cables, etc.). If this is not complied with, the cleaning costs and/or € 50 per waiting hour will be charged.
- 7.4 The Client or the third parties hired by him are not permitted to make changes to the materials from Three-Sixty Events. If this does take place, however, Three-Sixty Events will not accept any responsibility and/or liability for damage caused as a result.
- 7.5 The Client is strictly prohibited from sawing, drilling, nailing, stapling or painting the rented materials outside the designated locations. All costs of repair or replacement will be borne by the Client.
- 7.6 If damage occurs to the materials of Three-Sixty Events as a result of activities during the total rental period, the costs of replacement or repair will be paid by the Client.
- 7.7 Three-Sixty Events is not liable for damage caused by leakage as a result of rain, storm, hail or the like, nor for condensation water from a plasticised tarpaulin.
- 7.8 The Client must immediately inform Three-Sixty Events in the event of damage or an accident. Three-Sixty Events can be reached at all times on telephone number +32 498 33 44 15.
- 7.9 The Client is not permitted to use, sublet or otherwise make the goods rented out by Three-Sixty Events available to third parties without the prior written permission of Three-Sixty Events.
- 7.10 In case of the renting of covered roof structures or the like, the renter is obliged to immediately turn on heaters in the event of hail and/or snow showers, so that complete defrosting is guaranteed, to avoid the overloading of the roof structures or other hazards.
- 7.11 The Client takes responsibility for any theft of the rented goods, from the moment the first material leaves the warehouse until the moment the last material is returned. The Client is obliged to ensure effective monitoring of the rented goods.
- 7.12 The Client is responsible for the correct earthing of the structure against lightning and the like.
- 7.13 A security charge must be paid for light and sound equipment, at the latest upon collection. This may never be regarded as an advance on the rent, and will only be returned to the renter after it has been established that the latter has fulfilled all his obligations. This also means: cables are to be repackaged in an orderly manner, all material is to be put back in the correct corresponding crates, with the cables and material in a clean condition. If this is not the case, the security charge will be withheld, and the renter will be held liable for any additional costs.
- 7.14 Three-Sixty Events is not responsible for requests from SABAM or other authorities.
- 7.15 The goods that are to be delivered by Three-Sixty Events meet the requirements and standards for which they are intended, for normal use within Belgium. In the case of use outside of Belgium, the client must himself verify whether the use is suitable and meets the conditions that have been set for this.

8 Obligations of the Client

- 8.1 The Client has a duty of confidentiality vis-à-vis third parties with regard to those business matters of Three-Sixty Events that have come to his knowledge in the broadest sense of the word.
- 8.2 The Client undertakes to store and guard the rented goods and all other goods and tools left behind by Three-Sixty Events (including trailers, semi-trailers, forklifts, packaging, etc.). It is at all times strictly prohibited to make use of any materials left behind by Three-Sixty Events, unless otherwise agreed in writing in advance.
- 8.3 The Client is prohibited from removing the advertisements placed by Three-Sixty Events. Three-Sixty Events guarantees that these advertisements are small-scale, modest and non-obtrusive.

9 Permits

- 9.1 The Client is responsible for obtaining the correct permits, approvals and exemptions that are necessary for the execution of the assignment by Three-Sixty Events.
- 9.2 If a building and/or its use is not permitted by an inspection body, the agreement shall nevertheless remain in force and all payment obligations arising from the agreement must be met.
- 9.3 The costs for adaptation work resulting from decisions of inspection bodies are at the cost of the Client.

10 Technical Standards

- 10.1 All objects set up by Three-Sixty Events are built according to current European standards for temporary constructions. Any deviating agreements are indicated on the drawing or in the quotation. The Client agrees with this in writing.
- 10.2 The specified "floor heights" are the standard height, measured from the work floor to the top floor. The basic principle here is that the substrate is always flat in a standard situation. If there is no standard situation, it will be determined in advance which point is the reference point with regard to height. If this is not determined in advance, for any reason whatsoever, the height measurement will be determined on the spot by the respective representative of Three-Sixty Events.
- 10.3 "Permissible floor load" means: the maximum total load with which the floor may be loaded. It must be taken into account that this is a distributed load, and not a point load. In the case in which an excess load or an irresponsibly placed load has been determined, the authorised representative of Three-Sixty Events will determine on site which solution will be chosen.
- 10.4 "Clearance" means: the free or intermediate height, calculated from the top of the floor to the bottom of the roof grid or rack.
- 10.5 "Roof capacity" means: the maximum total load that may be hung on the roof. The renter is not allowed to install loads on stage roofs and other structures without handing over a proper rigging/loading report at least 20 days before the start of the first assembly day. It must be taken into account that the maximum total load is a distributed load, and not a point load. If it appears that a larger or irresponsible load has nevertheless been placed, for any reason whatsoever, without the knowledge and prior approval of the authorised representative of Three-Sixty Events, the Client will be fully responsible and liable for the damage that occurs, in any form. This may even mean that the resulting damage will be charged to the Client after internal and/or external checks. In the event of an excessive or irresponsible load, the respective representative of Three-Sixty Events will determine on the spot which solutions will be chosen with regard to safety.
- 10.6 "Wind load" is understood to mean the maximum permissible wind load on the structure. As a minimum, constructions are calculated for a wind speed of up to 17 m/s. If a different value has been used for this, this will be indicated on the technical drawings. The Client is obliged to keep abreast of the weather conditions.
- 10.7 For covered stages, wind speeds (in-service/out-service) apply according to the corresponding instructions for use. Restrictions are delivered with the technical drawings.
- 10.8 "Snow load" is understood to be the load of snow on covered roof structures. Constructions are NOT calculated for snow loads as standard. The roof structures must therefore be kept free of snow by predetermined and feasible actions. This could include switching on heaters or having equipment ready to remove the snow.

11 Evacuation of the rented object

- 11.1 In consultation with Three-Sixty Events, the Client will take the necessary measures to bring the construction "out of service" if wind speeds above 17 m/s are expected. If other wind speeds are specified, this will be stated on the working drawings. The Client will start to evacuate the structures, or the areas around the structures, whenever wind speeds above 28 m/s are expected and/or where there is a risk of electrocution due to storms and/or high-voltage cables.
- 11.2 If the Client fails to immediately and directly evacuate all persons from the rented property in the above-mentioned weather conditions, the Client shall indemnify Three-Sixty Events against all claims that are directly or indirectly caused by the above-mentioned weather conditions.

12 Insurances

- 12.1 The Client is obliged to insure the rented materials on site against storm and fire damage.
- 12.2 The Client is obliged to take out adequate event insurance during the entire period between the set-up and dismantling of the rented materials and to actually claim on this insurance where appropriate. This insurance must provide adequate cover for the liability of the Client, his staff and the volunteers or ancillary workers engaged by him for any damage to and/or loss of the rented materials. This also applies with regard to accidents, injuries and/or the death of people.
- 12.3 The Client must provide Three-Sixty Events with a copy of this insurance upon first request.
- 12.4 If the Client fails to take out such an insurance, Three-Sixty Events cannot be held liable by the Client in any form, the Client shall indemnify Three-Sixty Events against all possible claims from third parties and/or Three-Sixty Events has the right to suspend its activities without any obligation to pay damages or costs to the Client until the Client has taken out adequate event insurance and has provided a copy thereof to Three-Sixty Events.
- 12.5 Three-Sixty Events will adequately insure the volunteers it has engaged itself.

13 Liability – Damage

- 13.1 Any liability of Three-Sixty Events, including that for property damage, financial loss, personal injury, trading loss and other indirect damage, as well as that resulting from liability towards third parties, is excluded, except in cases of intention or gross negligence on the part of Three-Sixty Events.
- 13.2 If the court nevertheless finds that Three-Sixty cannot invoke the above point and is thereby liable, the obligation of Three-Sixty Events to provide reimbursement is at all times limited to the amount stated on the invoice, excluding sales tax, for the case or the assignment to which the liability relates.
- 13.3 The Client is obliged to indemnify and safeguard Three-Sixty Events with regard to all claims from third parties for compensation for damage, in cases in which the liability of Three-Sixty Events in relation to the Client is excluded in these conditions. This duty of indemnification and safeguarding also applies to claims from insurers (seeking recourse) from the Client.
- 13.4 The Client is obliged to take out adequate liability insurance in good time, and must submit a copy of this to Three-Sixty Events upon first request.
- 13.5 If situations arise in which the safety of employees of Three-Sixty Events is endangered, Three-Sixty Events reserves the right to cease its activities and to keep them stopped until the situation is safe again.
- 13.6 The Client is responsible for the correct earthing of the structure against lightning and the like.
- 13.7 The Client provides 10 photos per event, which are to be designated by Three-Sixty Events. The Client guarantees that Three-Sixty Events is entitled to make use of these photos, and indemnifies Three-Sixty Events against all third-party claims based on violation of any copyright, or any other intellectual property right or related right.

14 Complaints

- 14.1 Complaints with regard to the work performed and/or invoiced amounts must be notified to Three-Sixty Events in writing within 8 days after the work has been performed or invoiced (or within 30 days if the Client demonstrates that it could not reasonably have discovered the defect earlier).
- 14.2 A complaint does not suspend the Client's obligation to pay. If the complaint is not made known in good time, all the rights of the Client in connection with the complaint will lapse.

15 Force Majeure

- 15.1 Three-Sixty Events is automatically released from, and is not obliged to fulfil any obligation towards the Client in the event of force majeure. Force majeure is understood to mean a situation in which the performance of the agreement is wholly or partially prevented, temporarily or otherwise, by circumstances beyond the control of Three-Sixty Events. These include (non-exclusive list):
- Illness of employees and third parties engaged by Three-Sixty Events
 - Unforeseen measures taken by the government
 - Traffic restrictions
 - Accidents with a means of transport used by Three-Sixty Events or the involved third parties
 - Unforeseen technical defects
 - Fire
 - Shortcomings in the fulfilment of agreements by suppliers
 - Terrorism and natural disasters
 - Theft of materials
 - Weather conditions
- 15.2 In the event of force majeure, the obligations are suspended, without Three-Sixty Events being liable for any damage caused as a result.

16 Applicable Law

- 16.1 All offers, quotations and/or agreements with Three-Sixty Events, and all work performed by Three-Sixty Events are subject to Belgian law.
- 16.2 All disputes arising from tenders, offers, agreements or work will, in the first instance, be submitted exclusively to the competent court in the Antwerp district for assessment.