

Context: an organiser-employer concludes an agreement with an exhibitor

The organiser of the trade fair is the employer and in their facility *or in the facility that falls within their responsibility¹*, where they also employ a workforce, the exhibitors carry out works on their own account or with their approval in accordance with an agreement concluded with the organiser.

The agreement is essential. It is important that it not only relates to work by contractors, but that it also relates to the conclusion of a tenancy agreement between an organiser, who rents out stands at their facility, and an external firm, the exhibitor in this case, who rents the stand.

The exhibitor is the contractual party of the organiser. They themselves are not an employer.

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¹ In Article 8 §2 1° of the Well-Being Act, a "facility" is defined as "the geographically defined location which forms part of an undertaking or institution, and which falls under the responsibility of an employer who employs their own staff". It is, therefore, sufficiently clear that the facility "falls under the responsibility" of the employer-client. The law does not require that the facility is the property of the employer-client. Accordingly, I intend that when it is agreed between a venue-proprietor and an organiser that the exhibitor bears responsibility for the use of the facility, the organiser also at that moment has a facility which falls under their responsibility (even though this is not their property per se).



Agreement for working with third parties

BETWEEN: FEDAGRIM npo, , with their registered offices at 1140 Brussel, Av. Jules Bordet 164/4, represented by M. Christiaens, General Secretary,
Henceforth: the Organiser

AND: with their registered offices at
.....
represented by
Henceforth: the Exhibitor

THE FOLLOWING IS LAID DOWN:

1. The Organiser wishes to conclude an addendum for working with third parties with the exhibitor within the framework of the agreement concluded between the Organiser and the Exhibitor, in which it is determined that the organiser rents/makes available a stand to the Exhibitor at their Facility.
2. This addendum aims to regulate the use of the infrastructure of their Facility and the works that are performed by the Exhibitor at its Facility in light of Chapter IV "Special provisions regarding work executed by outside undertakings or temporary workers" of the Act of 4 August 1996 on well-being of workers in the performance of their work [Wet van 4 augustus 1996 betreffende het welzijn van de werknemers bij de uitvoering van hun werk] (henceforth: the "Well-Being Act").
3. In the present addendum, the parties wish to regulate their mutual rights and responsibilities with a view towards compliance with the Well-Being Act and its implementing decrees, in particular, but not exclusively, the obligations relating to works by third-parties as described in Chapter IV of the Well-Being Act.

THE FOLLOWING IS AGREED:

DEFINITIONS

Article 1

The Organiser

Any individual or legal entity – also an employer – at whose Facility works are performed by an Exhibitor or several Exhibitors and, in the above case, by (sub)contractors of the Exhibitors and who employ their own staff in this Facility.

The Exhibitor

An employer or self-employed person, who provides services at the Facility of the Organiser on their behalf and with their approval in accordance with the agreement concluded with the Organiser.

(Sub)Contractor

An employer or self-employed person who performs their work within the framework of the agreement mentioned in the previous section at the facility of the Exhibitor on the basis of a contract

for services concluded with the Exhibitor. Employers or self-employed persons, who perform their work within the framework of the contract for services mentioned in the previous section in the Facility of the Organiser on the basis of an agreement concluded with the Contractor of the Exhibitor, are also considered to be a sub(contractor).

Facility

The geographically defined location, which forms part of an undertaking or institution, and which falls under the responsibility of the Organiser, who employs their own staff. Installations operated by the Organiser are also equated with a Facility.

COMMITMENTS BY THE ORGANISER

Article 2 Information Requirement

The Organiser undertakes to provide the Exhibitor with the **information** required on behalf of the staff of the Exhibitor and their (sub)contractor(s) and as part of the discussion on measures relating to the coordination and collaboration between the Exhibitor and their (sub)contractor(s). This information relates in particular to:

- a) the risks for the well-being of staff, as well as protective and preventative measures and activities relating to the Facility in general;
- b) the risks for the well-being of staff, as well as protective and preventative measures and activities relating to each type of role and/or each type of function or activity, where this information is relevant for collaboration and coordination;
- c) the measures taken for first aid, firefighting and the evacuation of staff and the designated staff responsible for implementing these measures.

Article 3 Inspection Duty

3.1. The Organiser undertakes to ensure that the staff specified in Article 2 have received **the appropriate training and instruction inherent to their business activity**.

3.2. The Organiser shall bear responsibility for ensuring that the Exhibitor fulfils their responsibilities regarding the well-being of staff who are employed at their Facility when carrying out their work.

In order to be able to fulfil this undertaking, the Organiser shall carry out **inspections** of the works performed by the Exhibitor at the Organiser's Facility. These inspections can take various forms:

- By means of interviewing a sample of the staff of the Exhibitor (or their (sub)contractor(s)) regarding the instruction that must be followed.
- The oversight is performed by a representative of the Organiser of the works carried out by the Exhibitor (or their (sub)contractor(s)) whenever these works are carried out in a commercial space of the Organiser, where their staff are also working. This oversight shall focus on the quality of the works, as well as the preventative measures enforced.

Article 4 Reception

The Exhibitor shall take the appropriate measures for the organisation of the **specific reception** at their Facility of the staff referred to in Article 2 and, in the above case, shall entrust them to a member of their line of management.

Article 5 Coordination and Collaboration

The Organiser shall **coordinate** the performance of the Exhibitor and their (sub)contractors and the **collaboration** between this Exhibitor and their (sub)contractors and their Facility when executing measures to ensure the well-being of staff when carrying out their work.

COMMITMENTS BY THE EXHIBITOR

Article 6

The Exhibitor undertakes to fulfil their responsibilities for the well-being of staff when carrying out their work and employed at their Facility, and for having the responsibilities fulfilled by their (sub)contractors.

Article 7

The Exhibitor is obliged to provide the information mentioned in Article 2 to their staff and (sub)contractor(s).

Article 8

The Exhibitor shall provide the Organiser with the necessary information regarding the risks particular to the work that they are carrying out for the Organiser.

Article 9

The Exhibitor shall extend their cooperation in the coordination and collaboration set out in Article 5.

Article 10

In the case stated above, the Exhibitor and the (sub)contractor(s) have the same obligations with regard to their (sub)contractor(s) as the Organiser:

- 1) Each (sub)contractor(s) shall avoid circumstances where they can know or establish that these do not meet the obligations set down under the Well-Being Act and its implementing decrees for the protection of workers.
- 2) In an agreement with these (sub)contractor(s) to include the terms set down under a) and b) of Article 9 §2, 2° of the Well-Being Act (in the current agreement: Articles 6 and 11). In particular, this means that they themselves, where the (sub)contractor(s) do not fulfil their obligations relating to the well-being of workers in the conduct of their work, who are employed at the Facility where they work, or do so defectively, they can take appropriate steps in the cases specified in the agreement at the expense of the (sub)contractor(s).

SANCTIONS WHERE SAFETY REQUIREMENTS ARE NOT MET

Article 11

Where the Exhibitor does not meet their obligations specified under Article 6 or does so defectively, the Organiser, in whose Facility the works are carried out, can take appropriate steps in the following cases:

- where there is a fire risk;
- where there is a risk of a serious workplace accident;
- where there is a risk of explosion;
- where there is a risk of collapse;
- where there is a risk of electrocution.

This shall take place at the Exhibitor's expense. The Exhibitor shall not be able to dispute the appropriate character of the measures taken to implement the previous paragraph. In particular, the Exhibitor may not refuse, regardless of the reasons, to bear the cost of these measures.

Article 12

For the other cases that are not *specifically named* in this agreement, the Organiser can, after the notice of default of the Exhibitor, immediately take the necessary measures in connection with the well-being of the staff when carrying out their work specific to the Facility, where the Exhibitor does

not take these measures or meets their obligations defectively. This shall take place at the Exhibitor's expense.

Article 13

Furthermore, the Organiser is bound to decline each Exhibitor where they can know or establish that they do not meet the obligations set out by the Well-Being Act and its implementing decrees.

MISCELLANEOUS

Article 14

This agreement can be divided and, where one or more of its provisions are declared to be invalid, this shall not affect the validity of the other provisions.

Article 15

The failure by one party to enforce their rights under this agreement shall not be considered to be a renunciation of this right nor to any degree shall it extend or modify the rights of the other party.

Article 16

This agreement and any of its annexes constitute the complete wish of the parties with regards to the subject of this agreement.

Changes and additions to this agreement are only valid and binding where these are accepted by both parties in writing.

Article 17

This agreement is fully governed by Belgian law. Disputes may only be submitted to the Belgian courts with jurisdiction for the location where the registered address of the Organiser is located, with the exclusion of provisions under international private law.

Drawn up in duplicate at, the.....2021 where each party acknowledges that they have received their copy with annexes.



For the Organiser,
Alain Vander cruys, Fair Coordinator
Fedagrim

For the Exhibitor,
Name :
Company :