

Agreement for working with third parties

BETWEEN: [the exhibitor], with their registered offices at
....., represented by
.....

Henceforth: the Organiser

AND:[the stand builder], with their registered offices at
....., represented by
.....

Henceforth: the Exhibitor

THE FOLLOWING IS LAID DOWN:

1. The Exhibitor wishes to conclude an addendum for working with third parties with the Stand Builder as part of the agreement concluded between the Exhibitor and the Stand Builder for the construction of a stand for the Exhibitor at the facility located at, for which the Exhibitor bears responsibility and where they employ staff.
2. This addendum aims to regulate the works that are performed by the Stand Builder 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]: 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 Exhibitor

An employer, who takes part in a trade fair at their own facility or at a facility falling under their responsibility, where they also employ staff. Before constructing their stand, they commission a Stand Builder and conclude an agreement with them.

(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 or in the facility that falls under their responsibility 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 Exhibitor's Facility or in the Facility falling under their responsibility on the basis of an agreement concluded with the Contractor, 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 Exhibitor, who employs their own staff. Installations operated by the Exhibitor are also equated with a Facility.

COMMITMENTS BY THE EXHIBITOR

Article 2 Information Requirement

The Exhibitor undertakes to provide the Stand Builder with the **information** required on behalf of the staff of the Stand Builder and their (sub)contractor(s) and as part of the discussion on measures relating to the coordination and collaboration between the Stand Builder 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 Exhibitor 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 Exhibitor shall bear responsibility for ensuring that the Stand Builder 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 Exhibitor shall carry out **inspections** on the works carried out by the Stand Builder. These inspections can take various forms:

- By means of interviewing a sample of the staff of the Stand Builder (or their (sub)contractor(s)) regarding the instruction that must be followed.
- The oversight is performed by a representative of the Exhibitor of the works carried out by the Stand Builder (or their (sub)contractor(s)) whenever these works are carried out in a commercial space of the Exhibitor, 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 Exhibitor shall **coordinate** the performance of the Stand Builder and their (sub)contractors and the **collaboration** between this Stand Builder and their (sub)contractors and their Facility when executing the measures for the well-being of the workers when carrying out their work.

COMMITMENTS BY THE STAND BUILDER

Article 6

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

Article 8

The Stand Builder shall provide the Exhibitor with the necessary information regarding the risks particular to the works that they are carrying out for the Exhibitor.

Article 9

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

Article 10

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

- 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 Stand Builder does not meet their obligations specified under Article 6 or does so defectively, the Exhibitor, 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 is done at the Stand Builder's expense. The Stand Builder shall not be able to dispute the appropriate character of the measures taken to implement the previous paragraph. In particular, the Stand Builder 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 Exhibitor can, after the notice of default of the Stand Builder, 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 Stand Builder does not take these measures or meets their obligations defectively. This shall take place at the Exhibitor's expense.

Article 13

Furthermore, the Exhibitor is bound to decline each Stand Builder 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 Exhibitor 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 Exhibitor,
Name :
Company

For the Stand Builder,
Name :
Company