



# Elfia 2024

Caterer

Terms & Conditions

Haarzuilens

20 - 21 April 2024



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The Terms and Conditions in this document are the general guidelines of Elfia.



## **I. Renting a catering spot**

- 1.1. The use of the stand space is personal and restricted for the duration of Elfia.
- 1.2. Subletting to or the use of a stand by third parties is strictly prohibited unless this has been consented by the Elfia organization in writing.
- 1.3. The Elfia organization allocates pre-selected stand spaces and determines the final location where a caterer will stand.
- 1.4. For the construction of your stand at the allocated area, the caterer can arrive on Thursday or Friday before Elfia. You always have to register at the registration point in the parking lot of the Castle first. Make sure that your stand is ready Friday at 15:00h latest because of an inspection from the government.
- 1.5. Vehicles are not allowed on the terrain on Saturday and Sunday during opening hours for visitors.
- 1.6. On Monday after Elfia, by 12.00 noon at the latest, the stand space must be empty to be handed over.
- 1.7. For each caterer permit, wristbands will be handed out, but only for persons who ought to be present in the stand during Elfia. In case of misuse the wristbands will be seized. The final ordering date for extra wristbands is 2 weeks (14 days) before the start of Elfia.
- 1.8. The offering of goods for sale will take place only in accordance with the guidelines set by Elfia.
- 1.9. Dangerous and harmful substances are prohibited.
- 1.10. The caterer is bound to any directions given by the Elfia organization, concerning the stand, the stand area, the use of the stand and the furnishing of the stand. These directions must be instantly and followed entirely.



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- I.II. In case the caterer does not complete the deconstruction within the set days and hours, the deconstruction will be carried out by the Elfia organization, the costs of this will be charged to the caterer.
- I.I2. Tents and other temporary objects are NOT allowed to be placed or rested on trees, bushes/shrubs or on root structures.

## **2. Water & waste water**

- 2.1. Connection to a central water point can only take place when the exhibitor paid for this separately.
- 2.2. Waste water needs to be discharged in the provided tanks - the caterer will provide the proper materials to transport the waste water to these tanks, without spillage or leaking. Caterer will also provide a fat filter when any fat or oils are used during the event. Caterer needs to take this fat home for proper disposal.
- 2.3. Caterers cannot use the sewage system, open water or grounds of the event terrain to discharge their water under any circumstances.

## **3. Expansions**

- 3.1. At all locations of Elfia, it is not allowed to expand outside the agreed parcel. So brochure racks, billboards etc. are not allowed in front, next or behind the agreed parcel, and need to be placed inside the agreed surface.
- 3.2. Expansions which are ascertained before the opening for the visitors must be removed instantly.
- 3.3. Expansions that are not removed in time or which are ascertained during the visitors opening hours will be charged with €130 for each meter of expansion.



## 4. Applications and payment for the catering spot

- 4.1. By registering a reservation for a catering spot, the applicant declares to agree to the general guidelines concerning participation at Elfia.
- 4.2. There are no rights reserved on the application concerning the determination of the catering spot. In extraordinary cases the Elfia organization can decide, not to consider an application, to grant less space than applied for, to change already granted spaces.
- 4.3. The requested information at registration must be fully completed.
- 4.4. The Elfia organization has the right to deny access, refuse or immediately remove goods and services not listed on the application without being obligated to compensate for damage or loss.
- 4.5. The catering fee needs to be paid by the due date as written on the invoice.
- 4.6. **Conditions for payment when participating at Elfia Arcen 2023.**

After applying for a caterer spot, you will receive an automatic confirmation email. The Elfia organization makes a selection of the applications. The Elfia organization bases the choice for a particular caterer on the following criteria:

  - does the range fit into a certain atmosphere (eg steampunk, medieval, spiritual, larp)
  - does the caterer build/decorate a stand in the right decoration and atmosphere?
  - does the caterer have a range that is relatively unique
  - feedback from volunteers and audience on former participation at Elfia events.

If you are selected to participate, you will receive an email confirming your participation. If you are not selected, you will receive a cancellation email. If your stand meets the above criteria, but you were not initially selected



due to too many applications, you will automatically be placed on our waiting list.

After the confirmation email, you will receive an email with an invoice including a 200 euro deposit with a due date. The expiry date is two weeks after receiving the invoice. When you cancel your registration after receiving your invoice, an administration fee of €55 euro will be charged.

- 4.7. Your participation is final when your invoice is paid in full. When you take part in Elfia as a caterer, we charge you a deposit of €200 in advance per reserved location. This deposit will be reimbursed, provided you have paid attention to the following guidelines:
  - 4.7.1. no damage to rented materials,
  - 4.7.2. no damage to the grounds (by vehicles or insufficient ground cover or dumping of polluting material / waste water)
  - 4.7.3. clean delivery of stand space (leave it as you found it),
  - 4.7.4. garbage needs to be left at the garbage points.
  - 4.7.5. you don't close your location during Elfia opening hours.
- 4.8. Damage caused by the caterer to the terrain, grounds or goods will be deducted from the deposit. When damages exceed the deposit, you will receive an invoice for the remaining amount, which needs to be paid within two weeks after the invoice date.

## **5. Zero-measuring**

- 5.1. The zero-measuring of the grounds is before Elfia and the final check after the event.
- 5.2. Together with the Elfia organization a zero-measuring of the catering spot will take place. You can compare this with renting a car; before the car is rented the damage that is already there, is listed.
- 5.3. When Elfia is over, there will be an inspection together with the Elfia organization or location manager, after this inspection the stand or open spot is returned to the Elfia organization. During the final inspection, the



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zero-measuring will be taken into account, any damages will be determined together. These damages will be recorded, possibly with images/photos and documented in a report stating that the Elfia organization and caterer agree upon the determined damage. This report will be signed by both the Elfia organization and caterer stating they agree to the content of the report.

**Please note:** if, for whatever reason, no approved final check has been signed by a representative of the Elfia organization, the risk of damage remains for the caterer, even if this damage is caused by a third party after the caterer's departure. The final responsibility for potential damage therefore remains with the caterer until the transfer form has been signed by both parties.

- 5.4. After Elfia, the stand spot must be delivered without any garbage or litter. Garbage needs to be left at the garbage points. It is not allowed to leave garbage along the paths or next to a garbage bin.
- 5.5. Should any garbage or litter be ascertained during the final check, the caterer gets an opportunity to dispose of the garbage at the designated garbage points.
- 5.6. Should the caterer leave the garbage behind at the catering spot after the final check, the Elfia organization will take care of the disposal. Any additional costs for the disposal will be charged to the caterer and deducted from the deposit.
- 5.7. If a caterer should leave the premises without being present at the inspection of the catering spot, the caterer is responsible for the risk of any costs made by cleaning or repair of the area. If costs are made, this will be settled with the deposit, possible additional costs will be charged to the caterer.



## 6. Preventing damage

*Castle Gardens Arcen and Castle de Haar not only have a monumental status, but together with the park and gardens, they also are under protection of the Dutch Nature Monuments. They both are beautiful settings for events with many opportunities, but also with a lot of challenges. Part of this challenge is especially the vulnerability of flora, fauna (e.g. bats) and buildings. This problem is mainly caused by the small, curved (and often old) paths, the gates and bridges, during construction and deconstruction of events and also by tourism.*

*With this in mind, we would like to point out the most important rules to prevent damage!*

- 6.1. Because of the official monument status of the park and gardens, it is strictly prohibited to do any digging on the premises.
- 6.2. All vehicles; bicycles, cars, lorries, trucks, and others must remain on solid paths and (steel) plates (rijplaten) at all times. Should it be necessary that goods are unloaded over a grass area, then (steel) plates must be laid over the grass to prevent damage. Driving over or parking on wooden plates (vlonders) or any kind of grass or earth is strictly prohibited!
- 6.3. Flora in the park and gardens may not be removed or damaged under any circumstances.
- 6.4. All temporary construction like tents, market stalls, driven assemblies, terraces, cars etc. that are placed on unpaved terrain, must have a protective cover for the ground. A protective foundation for example is a wooden floor or a (steel) plate. The same applies to a plot of grass which is expected to be walked on a lot in and in front of your stand.
- 6.5. Should the grass suffer damages because no protective cover has been used, then you will receive an invoice for the costs of the repair or we will keep your deposit. The estimate of restoring one square meter is €15.





## 7. Cancellation

7.1. At all times the Elfia organization reserves the right to change the date of Elfia or cancel Elfia due to force majeure, without the caterer being able to claim compensation for any kind of loss. In case the date of Elfia is changed, the caterer will receive a voucher worth the amount paid. This voucher can then be used on Elfia's newly determined date, or a subsequent edition. Force majeure are circumstances of external influences which make it impossible for Elfia to take place.

Such circumstances of influences include:

- 7.1.1. A prohibition on public events, decreed by governments;
- 7.1.2. Terrorist attack or threat;
- 7.1.3. Natural disasters or extreme weather conditions;
- 7.1.4. Breakout of epidemics or infectious diseases.

7.2. An application cannot be withdrawn or changed one-sided by the caterer.

7.3. The Elfia organization may grant the request to cancel the registration. Up to 60 days before Elfia the Elfia organization will return 100% of the paid deposit. In the period of 60 to 30 days before Elfia, 50% of the deposit will be returned. The Elfia organization will charge you €55 administration fee for the cancellations above.

7.4. Cancellation within 30 days before Elfia, forfeits all rights for a return of the deposit.

## 8. Liability

8.1. Goods on Elfia grounds or on accompanying grounds are the responsibility and liability of the caterer.

8.2. The Elfia organization is not liable for theft, loss or damages of any kind, for any reason suffered by people or goods, while participating or related to participating in Elfia.



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- 8.3. The Elfia organization is not liable for damages or losses of third parties, caused by the caterer or his staff using the stand. The caterer safeguards the Elfia organization against any kind of demands of third parties.
- 8.4. The Elfia organization is not responsible for theft or missing of goods. The Elfia organization has the duty to safeguard the terrain with security, but is free from any claims of theft, loss or damage.
- 8.5. The caterer is liable and is required to be insured for all kinds of damage, loss or harm caused by self-infliction or negligence of his own, his staff or his goods. Should goods of visitors, caterers and/or persons working for or in service with the Elfia organization be damaged, lost or harmed in any way because of this, caused damages can be charged to the caterer by the Elfia organization, see point 3.7 and 3.8 for more information.
- 8.6. The Elfia organization prohibits the use of private generators, due to possible noise to visitors and other participants.
- 8.7. STELF BV will make image recordings before, during and after Elfia. There are no rights attached to this and STELF BV may use these images for any kind of commercial or non-commercial purposes.
- 8.8. The caterer is required to follow the instructions given by or in name of the Elfia organization, the local authorities Venlo of Utrecht, the Fire Department, staff of Castle Gardens Arcen, staff of Castle De Haar and other authorities, concerning the construction, furnishing, safety, maintenance and deconstruction of the stand before, during and after Elfia.
- 8.9. The Elfia organization is not liable for the operation of mobile and private LTE networks at the Elfia locations. Complaints about not being able to call with your mobile phone or not being able to use payment equipment properly can be directed directly to your provider. Before each Elfia Event, the Elfia organization informs the major providers KPN, Vodafone and T-Mobile that the range of their network at the Elfia locations is not



sufficient.

## 9. Vehicles on the grounds

- 9.1. Truck combinations, with or without a trailer, may only enter the site under supervision. If a truck combination, with or without a trailer, cannot enter the site, the necessary goods that need to be loaded or unloaded can be transported in smaller quantities.
- 9.2. The speed limit on the terrain is 15km/hour, drive with the utmost care!
- 9.3. Do not stray from the paved roads/paths.
- 9.4. If you drive outside the solid roads or (steel) plates, there will be a fine of 100 euros for each transgression. A picture is made and/or the license plate written down, so the offender will be charged.
- 9.5. During the event, no vehicles are allowed on the event grounds. Exceptions are a trailer that is used for selling your products. The exceptions must fit in the atmosphere of Elfia and will be discussed in advance with the Elfia organization. Elfia organization will give permission or not.
- 9.6. Only during the construction and deconstruction vehicles are permitted to enter the terrain for at most 60 minutes. During deconstruction special time blocks are available.

## 10. Camping site

- 10.1. It is allowed to sleep in your stand. Expansions to the stand space by putting up a tent, camper or other vehicle to sleep in are not allowed. During the night, toilets are available, showers are only available with the written consent of the Elfia organization.
- 10.2. Dutch law forbids spending the night in parking lots. There are campsites in the neighborhood of Elfia where you can spend the night. More



information can be found on our website.

## **11. Distributing leaflets on and around Elfia**

- 11.1. Actively distributing leaflets on Elfia grounds is not allowed, this also applies to the parking lot and the adjoining locations. Distributing means: handing out leaflets, booklets, pamphlets and so on, as well as car-, tree-, window, pole stickers being adhered to any of these objects.
- 11.2. To distribute leaflets outside the premises of Elfia, a permit from the authorities is required. Elfia does not have such a permit.
- 11.3. It is allowed to passively distribute leaflets from inside the caterer stand. This means handing a leaflet over along with the purchase of a product or when visitors take a leaflet themselves.
- 11.4. It is not allowed to advertise goods and services that are not admitted to Elfia; this applies to ventures, private individuals or institutions that don't have a stand location on Elfia.
- 11.5. It is not allowed to take surveys amongst the visitors and participants of Elfia, either on the grounds of Elfia or on the parking lot, as well as within a 100 meter radius around this perimeter.

## **12. Food**

- 12.1. When caterers sell prepackaged food, they are obliged to abide by the regulations that are described in these general guidelines.
- 12.2. The Keuringsdienst van Waren is the Dutch 'Food Safety Inspection'. This inspection service is present on fairs, markets, etc all over the Netherlands. They inspect whether the food offered by professional and private individuals is unspoiled and safe for consumption. They also inspect if the salespersons abide by the rules and standards set by this



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Inspection. In the interest of food safety, strict rules have been set concerning publicly sold food. Food salespersons and other caterers are expected to meet the standards set by this inspection service for public and professional sale of food. This inspection service and other communal services are authorized to close your stand in the case their standards and demands are not met. In those cases you safeguard the Elfia organization of any consequences (imposed by the communal and government safety inspections) that follow.

- 12.3. When you sell  $\frac{1}{3}$  food products and  $\frac{2}{3}$  other products, you are classified as an exhibitor. If you sell more than  $\frac{1}{3}$  food products you are classified as catering.
- 12.4. Food sales are only allowed when your company is registered as a seller of food with the Chamber of Commerce.
- 12.5. The seller of food is obligated to meet all the requirements concerning food safety and hygiene.

### **13. Fire safety conditions**

- 13.1. No more butane/propane bottles than those necessary for the equipment to work, can be present in the stand/stall/tent.
- 13.2. These butane/propane bottles have to be kept at least two meters away from fire and protected against excessive heating by sun and any other kind of danger.
- 13.3. The butane/propane bottles have to be placed and secured in such a way that they cannot fall over and can easily be removed in case of fire.
- 13.4. The high-pressure hoses, meant exclusively for butane/propane and not older than two years, have to be secured with hose-clips to the



butane/propane bottles, pressure reducer and the burner.

- 13.5. Near every device there must be an extinguisher (containing at least 6kg) available that is ready for use and complies with Dutch regulations. Near every baking or frying device must be a carbon-dioxide-snow extinguisher/CO<sub>2</sub> (containing at least 6kg) available that is ready for use.
- 13.6. There must be a fire blanket available when working with fat/oils.
- 13.7. In a two meter radius from the catering spot, no highly flammable substances are allowed.
- 13.8. Every device has to have a thermostat that works perfectly or another safety device that, in case of overheating, turns the gas flame to the lowest level or shuts the gas supply off completely.
- 13.9. The supporting area under the devices must be fireproof within a 10 centimeter radius, be covered with a fireproof material or a material that does not conduct heat easily.
- 13.10. With every baking or frying pan there must be a fitting lid, available for immediate use, that can cover the pan in case of fire.

#### **14. Additional conditions (alcoholic) beverages**

- 14.1. There is dispensation for light alcoholic beverages, but for each beverage point the exhibitor is required to apply for a permit and the explicit written consent of the Elfia organization.
- 14.2. It is not allowed to sell bottles of liquor.
- 14.3. All bottles need to be sold opened (without the cork or cap).



14.4. It is allowed to sell by the glass, see conditions in 14.1.

## 15. VAT

15.1. All prices mentioned in the caterer mailing or registration form are without VAT. Unless it is specifically emphasized otherwise.

15.2. Dutch caterers pay the legally obligated amount of VAT on their bill, which they can reclaim with the Dutch tax collector office.

15.3. If caterers live in the European Union but outside the Netherlands, the VAT will be transferred to you as a customer. You calculate the VAT yourself and declare it in your VAT return. If you do not have a valid EU VAT number, we are forced to charge the Dutch VAT.

## 16. Other

16.1. Dogs are allowed on the premises, but they must be kept on a leash.

16.2. Starting open fire is not allowed unless the Elfia organization has given specific permission in writing.

16.3. The use of sound equipment, in such a way that it is an inconvenience to other people, is not allowed.

16.4. The Elfia organization requires that every caterer at Elfia is dressed in a fantasy-inspired costume during Elfia. Preferably in a style befitting the site where your stand is located. Mainly because this makes the stand even more appealing to the visitors. It also enhances the ambience at the different locations.

16.5. Selling (alcoholic) beverages in your stand is not allowed. Unless you have explicit written permission.



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- 16.6. It is prohibited to smoke inside a tent. Smoking outside is allowed, however; since the castle is a protected Nature Monument, the caterer must ensure that no cigarette butts fall on the ground and/or are left behind on the ground.
- 16.7. Image or sound recordings that have been made at Elfia, are exclusively meant for non-commercial purposes. For commercial use, written permission by the Elfia organization is required.
- 16.8. When participating at Elfia, you are aware of the possibility that you might appear on pictures and photos which may also be used by Elfia for marketing purposes.
- 16.9. One can make use of our electricity system, when this has been registered with the application. Costs will be charged in advance. For caterers who use equipment that needs a lot of electricity (heavy users like water boilers, microwaves, fryers and ovens), other rates apply. A caterer is expected to state the use of the electricity in the application.
- 16.10. Electricity is available on Saturday from 8:00 to Sunday 22:00. If you need electricity during build-up, because of cooling equipment, please inform us beforehand.

## 17. Concluding terms

- 17.1. The Elfia organization has the right to take action against the caterer who acts in disagreement with the general guidelines in this document or when the caterer fails to follow the instructions of the Elfia organization. This is without compensation and without legal interference. The individuals involved are denied access to Elfia effective immediately, or their stand will be closed and/or must be evacuated. Any costs will be charged to the caterer. The displayed goods as well as all the constructions and extensions shall be confiscated.





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- 17.2. The Dutch law applies to these General Guidelines. Any disputes between the Elfia organization and the caterer will be presented to a competent judge in Rotterdam.
  
- 17.3. In any situation where these general guidelines do not apply or are unclear; the final decision is made by the Elfia organization. Our general terms and conditions as published on the [elfia.com](http://elfia.com) website and at the entrance also always apply to all participants.