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Serving Military History



Standard terms and conditions for event participation

BAIV Normandy Experience 2024

Status: 2nd release
Revision: 2.0
By: Ivo Rigter Sr.
Date: January 2024



Article 1 – Definitions

Capitalized terms used in these Standard Event Terms & Conditions have the following meanings:

- 1.1 **Applicant:** each natural or legal person who has submitted an Application / register Form to be a Participant in an Event, regardless of whether this application has been accepted by BAIV;
- 1.2 **Application Fee:** the amount of the down payment owed by the Applicant to BAIV at the time of the conclusion of the Participation Agreement for his application to take part in an Event;
- 1.3 **Application Form:** the online or other form by which a potential Participant applies to take part in an Event;
- 1.4 **Conditions of Participation:** the conditions contained in the Participation Agreement, the Specific Event Terms (if applicable), these Standard Event Terms and the Rules & Regulations together;
- 1.5 **Event:** the event to be put on by or in cooperation with BAIV, whether or not at the location of BAIV's workshop;



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- 1.6 **Participant:** every natural or legal person who has submitted an Application Form to be a Participant in an Event and with whom BAIV has entered into a Participation Agreement. The Participation Agreement shall enter into force once the Participant has received a confirmation from BAIV by email;
- 1.7 **Participation Agreement:** the agreement between the Participant and BAIV on the basis of which the Participant is entitled to take part as such in the Event;
- 1.8 **Parties:** BAIV and the Participant;
- 1.9 **BAIV:** BAIV B.V., a Dutch Company which has its offices at Titaniumstraat 11, NL 6031 TV Nederweert, The Netherlands, and is listed in the Trade Register of the Chamber of Commerce under number 54606837;
- 1.10 **Rules & Regulations:** the BAIV Rules & Regulations which contain the rules applicable to all participants and visitors can be found at baiv.events;
- 1.11 **Standard Event Terms:** these Standard Terms and Conditions for Event Participation issued by BAIV which are applicable to Applicants and Participants;

Terms written in the singular include the plural and vice versa, insofar as the text requires.

Article 2 – Application

- 2.1 An application to participate in an Event should be made by completing the Application Form, which can be obtained directly from BAIV in hard copy or through BAIV's online application module. The completed Application Form must be submitted to BAIV. If the Application Form is completed and submitted by someone other than a legal representative of the Applicant, the correct name and contact details of a legal representative of the Applicant must be filled in on the Application Form.
- 2.2 The Applicant warrants that the data supplied with his application are correct and that the legal representative listed on the Application Form is duly authorized to represent him.
- 2.3 BAIV will enter the data obtained from Applicants in a database kept by it for this purpose. By submitting an application, the Applicant authorizes the use and storage of the data. Once a Participation Agreement has been concluded, BAIV may use these



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data for the organization of the Event and for Event-related publication purposes through the catalogue, website, social media etc.

- 2.4 Applications which cannot be accepted immediately owing to lack of space (number of participants are restricted to 80) may be put on a waiting list. A decision on these applications shall be made before the opening of the relevant Event.
- 2.5 BAIV reserves the right to refuse an application at its own discretion. BAIV also reserves the right, as regards acceptance of applications, to grant priority to members of the associations or organizations acting as joint organizers.
- 2.6 If BAIV refuses an application, it will refund any payments (including down payments) and will refrain from collecting the Application Fee.
- 2.7 The Participation Agreement is concluded solely by acceptance by BAIV of the application, whereupon the Applicant becomes a Participant. Acceptance shall be confirmed by BAIV to the Participant by email.
- 2.8 The Participant shall have the right to cancel the Participation Agreement, free of charge, until payment of the Application Fee is due as set out in the relevant invoice, usually 21 days (the Cancellation Term). The Participation Agreement may be cancelled during the Cancellation Term by sending an email to BAIV at the email address specified in the Specific Event Terms. After the Cancellation Term, the Participation Agreement may only be terminated subject to payment the cancellation fee set out in Article 3 below.

Article 3 – Cancellation

- 3.1 Requests by a Participant to cancel or change a Participation Agreement must be submitted in writing or by email. In case of cancellation within the timeframe as specified in the invoice (usually 21 days after issuing the participation) cancellation is free of cost. In case of cancellation after this period BAIV may grant such a request on condition that the Applicant in any event pays the subsequent cancellation fee, which is based on a fixed percentage of the Participation Fee:
 - upon cancellation more than 120 days before the first Event build-up day: 25% of the Participation fee;



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- upon cancellation in the period from 120 to 32 days before the first build-up day of the Event: 50% of the Participation Fee;
- upon cancellation in the period from 31 to 15 days before the first build-up day of the Event: 75% of the Participation Fee;
- upon cancellation in the period up to and including 14 days before the first build-up day of the Event: 100% of the Participation Fee;

or such higher amount is due in the BAIV's opinion as compensation for the costs incurred or yet to be incurred as a result of the cancellation or amendment.

- 3.2 In the event of cancellation due to unforeseen reasons by BAIV, the Participant always will owe and receive the amount paid by him at the moment of cancellation. This refund will be made within 30 days after the date on which BAIV has publicized the cancellation of the Event.

Article 4 – Changes

- 4.1 In extenuating circumstances, BAIV has the right to amend the dates and times of an Event or location of the Event in exceptional circumstances, to change the concept of the Event or to cancel the Event. In such case, the Participant shall not be entitled to claim compensation for any costs and/or loss or damage incurred.
- 4.2 Changes to dates, times, location, and space or to the concept of the Event do not entitle the Participant to cancel his application in whole or in part.
- 4.3 If case the Event is cancelled, the Participation Agreement will lapse. In such case, BAIV will refund all payments made by the Participant to BAIV per Article 3.2.

Article 5 – Admission prices and admission tickets

- 5.1 BAIV may fix an admission price for the Event which applies to all Participants.
- 5.2 Upon payment of their Application Fee, Participants will receive a number of admission tickets, specified in advance, which shall provide continuous admission to the Event. These admission tickets are personal and may not be sold on or used by persons other than the Participant.



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- 5.3 By issuing the application the Participant enters into a commitment for the entire event as stipulated in the announcement. In the case of later arrival or earlier departure by Participant any form of refund or discount is not granted.

Article 6 – Event Program and participants

- 6.1 BAIV will do its utmost to best execute the entire event program. Unforeseen circumstances such as extreme weather, legal acts, requirements by local authorities and organizations, equipment failures or other circumstances that BAIV cannot be held accountable for may change the program. Therefore, BAIV has the right to amend the event program accordingly.
- 6.2 For marketing purposes BAIV is entitled to take photographs and/or make film recordings of the Event and persons present there. Participants and staff engaged by them must permit publication and/or distribution of the photographs and recordings and indemnify BAIV against any claims in this respect.

Article 7 – Payment obligations

- 7.1 The Participant owes BAIV the Participation Fee specified for the event.
- 7.2 The Fees and installments as specified in the invoice, which will be charged shortly after the receipt of the Application Form in instalments prior to the Event, unless provided otherwise.
- 7.3 If the Participant considers that he does not owe all or part of an invoice, he should inform BAIV in writing or by email, giving reasons, within ten days of the date of the invoice, failing which any right to reduction of the invoice amount will lapse.
- 7.4 BAIV is entitled to set off payments made by a Participant, first of all against any outstanding debts owed to BAIV.
- 7.5 If the Participant does not pay within the set invoice payment term, BAIV has the right to refuse the application and cancel the participation of the Participant.



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Article 8 – Build-up Camp / Event Site

- 8.1 If the Participant intends to build his own Camp / Event Site tent, he should submit all information (sizes and tent design) to BAIV for approval no later than six weeks before the first build-up day of the Event. BAIV has the right to withhold approval.

Article 9 – Departure Camp / Event Site

- 9.1 The Participant is obliged, after the end of the Event, to restore the hired Camp / Event Site space to its original state. Any damage to the space will be borne by the Participant.
- 9.2 The goods of the Participant that are still present in the Camp / Event Site after the Event may be stored or destroyed at the expense and risk of the Participant.

Article 10 – Use of Camp / Event Site and other facilities

- 10.1 The Participant is obliged to strictly comply with the instructions given by or on behalf of BAIV, the Municipality, the fire brigade, and other authorities.
- 10.2 Unless expressly agreed otherwise in writing with BAIV, the Participant is not permitted to:
1. hire out or part with possession of all or part of the Camp / Event Site space occupied by him;
 2. engage in activities which, in the opinion of BAIV, cause damage to or detract from the Event as such, or one or more Participants, visitors, groups of visitors or third parties;
 3. engage in activities that cause damage or nuisance to BAIV, (other) participants and/or visitors, namely noise nuisance, obstruction of light or view or nuisance in any other form;
 4. project images, amplify speech by means of loudspeakers, and play music (live or otherwise) and/or make sounds that reach the limit of seventy-five decibels (75dB(A));
 5. sell goods or services without BAIV's written consent;



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6. have any flammable or explosive substances, gases, and hazardous goods (including chemical pesticides and insecticides), foul-smelling substances or radioactive sources and/or have any open fires;
7. Owning or using drugs

10.3 The final decision on the use of the Camp / Event Site and other facilities by the Participant rests with BAIV.

Article 11 – Brochure

BAIV may, for the purposes of the Event, publish a Brochure or set up an internet site (or arrange for this to be done). Neither BAIV nor any third parties engaged by it will be liable for errors, defects, or omissions in the brochure and/or on the Internet site, unless there has been intent or deliberate recklessness on the part of BAIV (and/or third parties engaged by it).

Article 12 – Risk and liability

- 12.1 Goods of a Participant are at the expense and risk of the Participant. BAIV does not concern itself with the security or insurance of the goods.
- 12.2 The Participant is responsible for obtaining the requisite licenses and permits for his participation in the Event and for Event-related activities as well as for complying with the laws and regulations applicable to his activities.
- 12.3 BAIV is not liable for any loss or damage suffered directly or indirectly by a Participant, by his personnel, by persons working on the instructions of the Participant, unless in case of gross negligence or willful intent on the part of BAIV.
- 12.4 The Participant is liable for and must take out adequate insurance against any and all loss or damage of any nature whatever that is caused by acts or omissions of the Participant himself, his personnel, persons who work for him or on his instructions in any way, and for loss or damage which is caused in any way by his goods and services.
- 12.5 The Participant indemnifies BAIV against any and all claims that third parties may bring against BAIV in connection with its acts or omissions.



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- 12.6 BAIV shall not be obliged to intervene in any disputes to which it is not party.
- 12.7 Any liability of BAIV is limited to the amount paid out under the terms of BAIV's liability insurance, always provided that, in the absence of cover, BAIV's liability is limited to the Participation Fee owed by the Participant on the basis of his application.

Article 13 – Non-performance

- 13.1 Where a Participant act in breach of any provision of the Conditions of Participation or fail to follow an instruction given by or on behalf of BAIV, BAIV is entitled, without recourse to the courts and, where necessary, at the expense of the Participant, to take whatever measures it sees fit, including but not limited to the following:
- terminate all or part of the Participation Agreement, without the need for prior notice of default; and/or
 - cancel the admission tickets issued to the Participant and bar the person(s) concerned from the Event and/or the Camp / Event Site with immediate effect; and/or
 - cancel or discontinue the build-up of the Stand Space, close or vacate all or part of the Stand Space (or arrange for this to be done), and dispose of the Stand Space thus released or left unoccupied; and/or
 - keep possession of, store and, if necessary, destroy the goods of the Participant and anything constructed or installed by the Participant; and/or
 - exclude the Participant concerned from participating in the Event and any other Events to be organized; and/or
 - if the Participant fails to pay the Participation Fee on time or in full, charge the statutory commercial interest and extrajudicial costs of collection on the amount of the claim(s);

notwithstanding BAIV's right to claim full compensation for any loss or damage suffered and/or yet to be suffered.

Article 14 – Confidentiality

- 14.1 Each Party shall treat the information as stipulated in The Participation Agreement Confidential and not disclose or use any information contained in this Participation Agreement or information that becomes available in the course of performing the



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Participation Agreement and of which it has been notified by the other Party that the information is confidential or that it should reasonably understand is confidential, unless and in so far as:

- 14.1.1 disclosure is required by the Participation Agreement, by law or by the courts;
- 14.1.2 disclosure is required by a supervisory authority or public body;
- 14.1.3 disclosure is necessary to enforce this Participation Agreement in court proceedings;
- 14.1.4 the other Party has given written permission for disclosure;
- 14.1.5 the information has come into the public domain through no fault of the disclosing Party;
- 14.1.6 disclosure is necessary in order to obtain advice from a professional adviser.

In the event of disclosure of information in the cases referred to above, the disclosing Party shall consult the other Party about the content, form and timing of the intended disclosure.

Article 15 – Applicability of standard event terms

- 15.1 If and insofar as any provision of the Standard Event Terms is null and void or is avoided, the other provisions of these Standard Event Terms will remain in force in full. BAIV will then adopt a new provision to replace the provision that is null and void or has been declared avoided, taking account as far as possible of the tenor of the former provision.
- 15.2 The applicability of any terms and conditions of the Participant is expressly rejected, notwithstanding any previous or subsequent reference to – or declaration of the applicability of – such terms and conditions of the Participant, for example on invoices.



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Article 16 – Disputes

- 16.1 The Conditions of Participation and all legal relations which may arise between BAIV on the one hand and the Participant and/or Applicant on the other will be governed exclusively by Dutch law.
- 16.2 In the event of disputes resulting from the Conditions of Participation or legal relationships arising from them, the Parties will first of consult together in order to attempt to resolve this dispute by amicable means. If the Parties do not succeed in this, a dispute as referred to above will be decided exclusively by the competent court in Amsterdam, without prejudice to the right of appeal and appeal in cassation.
- 16.3 If, for any reason whatever, a Participant or Applicant does not have an address or place of residence known to BAIV, the Participant will be deemed to have chosen the offices of BAIV at Titaniumstraat 11 , NL 6031 TV Nederweert, the Netherlands, as its address for the service of all notices and the like which BAIV may wish to give in connection with the Conditions of Participation and their implementation.

Article 17 – Residual provision

- 17.1 BAIV will decide on all matters for which the Conditions of Participation make no provision or in all cases in which they are deemed unclear.
- 17.2 The Agreement is written in the English language. However applicable law will be the Dutch Law.

Team BAIV January 2024



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