







# Brussels Food Truck Festival

becomes GoodFoodMood



## Application file 4/6

By signing this application file, I certify that all the information communicated is sincere and exact and I acknowledge having read and accepted the general conditions for participation. I acknowledge having "signing authority" on behalf of the company mentioned. I personally commit myself to the joint and several guarantee of the costs incurred by the present registration and all the costs arising therefrom. I authorise the processing and communication of my personal data for the management and promotion of events related to this application file.

Signatory  
Last name, First name

Date

Signature  
+comment " read and approved"

### Check your application file before sending it!

Any subsequent modification due to an information error or a change on your part, will lead to you being charged €50.00 excluding VAT

Your completed and signed application can be sent by regular post to **SHAKATOPIA asbl, 10 Boulevard de l'Empereur - 1000 Bruxelles** or by e-mail to **bftf20@goodfoodmood.be** (CAUTION attachments must be in PDF format)

## general conditions of participation

### 1. SUBJECT

SHAKATOPIA ASBL (hereafter referred to as "the promoter") provides sites to accommodate non-sedentary catering businesses during the "GOOD FOOD MOOD" (formerly: "Brussels Food Truck Festival"). As such, the promoter concludes a temporary occupation agreement with the operator for a 3 day period. This agreement allows its holder to occupy the site superficially, without a right-of-way on the ground. This agreement is precarious and revocable. It is nominative and non-transferable.

### 2. Generality norms and Adherence to Terms and Conditions

In case of a translation of the original text (French), the original text shall prevail. The present general conditions of participation specify the terms and conditions of collaboration between the promoter and the operator. The operator's offer implies adherence to these general terms and conditions, of which it is deemed to have duly taken note and accepted. He therefore formally undertakes to respect them. Subsequent amendments to the general terms and conditions shall also be enforceable against the selected operator. They take effect at the time of their publication on the event's website ([www.goodfoodmood.be/exhibitors/cgdp.pdf](http://www.goodfoodmood.be/exhibitors/cgdp.pdf)).

### 3. DESCRIPTION OF LOCATIONS AND OPERATING PROCEDURES

#### 3.1. Location

The event takes place on the site of "Tour & Taxis" in Brussels. The pitches are 6x3m in size.

#### 3.2. Maximum number of places occupied by a single stand/food truck

Only one stand/food truck is allowed per location.

#### 3.3. Periods and duration of operation

The occupation of the pitches is authorized exclusively during the event.

#### 3.4. Terms and conditions of occupancy of the site

##### 3.4.1. Allocation of sites

During the installation on the first day of the event, pitches are assigned according to the opinion of the usher, who has full authority. Once installed, the operator can no longer dismantle/move his stand/food truck until the end of the event, unless otherwise advised by the police or municipal authorities or the promoter (organiser). The operator who disturbs the smooth running of the installation (disputes, blocking, refusal of location, etc.) will be sanctioned in accordance with point 7.6.

The operator who does not show up at the site at the time of site, allocations will be considered to have terminated the agreement after the beginning of the event in accordance with point 5.3.

##### 3.4.2. Furniture, equipment and terrace space

No furniture is provided to the operator by the organiser. The operator must therefore bring his own equipment: chairs, tables, decorations, spotlights, extension cords, tools, etc. It is recommended to foresee the possibility of bad weather and power failure. The operator can install a terrace near his site (size +/- 3x3m depending on the space available). The size and location of the terrace area is defined by the organiser, who has full authority in this matter (unless otherwise advised by the township authority or police authorities or the fire brigade). The "terrace" area cannot be reserved for the operator's exclusive customers and must remain accessible to all visitors.

##### 3.4.3. Controls

The operator may be subject to controls not only by the organisers (compliance with the general conditions of participation, instructions,

regulations, electrical installations, etc.), but also by any competent authority (municipal, police, fire brigade, hygiene, etc.) during the event. Unannounced checks by various bodies (food hygiene and safety, employment, finance, vat, customs, etc.) are likely possible. Any instructions from these services must be complied immediately. In case the operator is absent at the time of the check, the check will be considered as "unfavourable". In the situation of an "unfavourable" check, the operator can make the necessary changes and request a new check on the same day (if possible and depending on the availability of the concerned service). The organiser reserves the right to suspend at any time the participation of the operator and to withdraw his accesses if he should not be in conformity with one or all of the articles of the present general conditions. In addition, compensation may be imposed by the organiser in accordance with point 7.6.

##### 3.4.4. Electricity

The site is served by electricity. However, the operator is responsible for its electrical connection (cable and adapter if necessary). He is required to check the proper functioning of the electrical installation placed at his disposal before use (the organiser cannot be considered responsible for any installation defect). It is strongly recommended to provide an emergency power supply (for example, an individual generator) in case of a technical problem (breakdown or other). The organizer cannot be considered responsible for any power cuts that may occur. Any electric or gas appliance used by the operator must comply with the standards. The repair of any electrical damage caused to the site by the operator or its equipment (overload, faulty equipment, etc.) will be taken care of by the operator, to the exclusion of the organiser.

##### 3.4.5. Behaviour inside the event area (worsening, damage and infringements)

Out of respect for the public, the operator must provide the service throughout the event and according to the set schedule. The operator is obliged to ensure the cleaning of his site and the cleaning of his surroundings, including his terrace. It will ensure that its location is clean and attractive to the public at all times. The operator undertakes to respect the cleanliness of the site, which implies in particular : - The sorting of waste; - The use, for the duration of the event, of the containers available on the site or indicated by the organizer to evacuate its waste. Under no circumstances may the operator use public garbage cans to dispose of its own waste. Waste must be compressed to reduce its volume; - At the end of the event and before leaving the site, disposal by the operator of its waste in the containers provided for this purpose (or compliance with the instructions imposed by the organiser on this subject); - Compliance with the standards in force regarding the disposal of used oils and fats. Used oil and grease will be taken back by the operator. It is recommended to use a tarpaulin (paint protection type) to avoid grease, oil, petrol or other stains under the stand/food truck and in the immediate vicinity of the site; - It is forbidden to discharge waste water into the sewers of the event site. In the case of damage, an invoice proportional to the damage caused will be invoiced to the exhibitor; - The provision by the operator of a rubbish bin for his customers, which he will also ensure that it is regularly emptied so that it is not "full". - Respect for urban space and equipment. All costs related to a subsequent cleaning of the site shall be borne by the operator. The operator

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undertakes to compensate the owner of the site, the town, the municipality, the organiser, etc. for any damage caused by him or his employees to persons, buildings, furniture, vehicles or equipment, on simple presentation of the damage report. He shall indemnify and save harmless the organizer from and against all actions, suits, claims for damages, liabilities, costs and expenses arising out of any violation committed by him or his staff, arising out of any willful misconduct, negligence or omission on his part or on the part of any member of his staff or subcontractors. If, at the time of taking possession of his pitch, the operator notices the existence of existing damage or injury, he shall immediately (and at the latest on the day he takes possession of his pitch) inform the organiser.

### 3.4.6. Fencing and dismantling

The operator must leave the site and the afforded equipments in the same state in which he found them on arrival (the site being considered impeccable at the time of installation). The pitch must be vacated no later than midnight on the last day of the event. It is up to the operator before his departure to possibly have the organiser check the impeccable state of his pitch. Failing this, if the organiser finds an infringement, he is entitled to charge for the restoration of the site, the removal and/or destruction of the goods and waste left on site.

### 3.5. Security and insurance

#### 3.5.1. Safety measures

The operator is required to be aware of and comply with the safety measures imposed by the competent authorities and those taken by the organiser. The organiser, his staff or the competent authorities (police, fire brigade, health agency, etc.) reserve the right to suspend the operator's participation at any time if he fails to comply with any of these measures.

#### 3.5.2. Garding

During opening hours and during installation and dismantling, the operator is responsible for monitoring his equipment. The organiser undertakes to set up a night security service from 11:00 pm to 9:00 am during the event (Friday to Saturday and Saturday to Sunday). It is about an obligation of means and not of result. For security reasons, it is recommended not to leave any valuables on the site during the night and to lock the stands and food trucks. The organizer declines all responsibility in case of theft, vandalism, loss or accident.

#### 3.5.3. Insurance

The operator is obliged to insure the equipment, furniture and goods that he exhibits and to have a valid insurance contract for civil liability, including food poisoning, for the duration of the event (including delivery, installation and dismantling). A copy of this contract can be requested at any time by the organiser. The organiser declines all responsibility for damage or loss, as well as for theft or disappearance of equipment belonging to exhibitors.

### 3.6. Benefits

#### 3.6.1. Service

The operator undertakes to offer for sale only the products mentioned in its application form (unless prohibited).

#### 3.6.2. Beverages and food

The operator is not allowed to sell beverages if he has not made a request to do so in his application. The sale of "burger" or similar products is not allowed (with the exception of the operator validated specifically for this type of product and having mentioned it in its application file). The operator is not allowed to sell packaged, pre-packaged or pre-manufactured products. Under no circumstances the operator cannot distribute samples, "tasting" portions or any other product free of charge.

#### 3.6.3 Sale of beverages and cups

In order to be allowed to sell drinks, the exhibitor must apply exclusively via the application form. Once the application has been accepted, it can no longer be modified. Beverages are sold exclusively in the event's in reusable cups (except for hot drinks, which can be sold in biodegradable cardboard cups, without corkage fees). The exhibitor buys the cups from the organizer at registration, per 1000 if the exhibitor is a bar, per 100 in other cases. The price of the cup is 0.83€ excl. VAT + a corkage fee of 0.21€ excl. VAT/per cup. Exhibitors authorised to sell drinks may purchase additional cups on site at the event, per 100 cups at the price of 83€ excl. VAT + 21€ excl. VAT corkage fee.

The exhibitor resells the cup to the consumer at the price of 1-euro VAT INCLUDED. The consumer can exchange at any time his dirty cup for a clean cup + drinks to be paid to the exhibitor. **The exhibitor** can wash the dirty cup he exchanged for a clean one from the consumer and resell it without having to pay a new corkage fee for this cup. During the event the exhibitor can exchange dirty cups (per 10 cups) for clean cups by paying a corkage fee of 0,21€ excl. VAT per cup. VAT on cups is 21% on purchase or sale. The organizer does not buy back cups at any time. Cups aren't endorsed. They are not repurchased either by the exhibitor or by the organiser. The cups belong to the consumer who can, if he wishes, donate them to an association at the end of the event.

#### 3.6.4. Packaging, dishes and containers

With the exception of the reusable cups of the event, all packaging / containers / dishes must comply with legislation, be single-use and at least biodegradable. Plastic, metal and/or glass containers/dishes are prohibited.

#### 3.6.5. Exclusive suppliers

The organiser may have mandatory exclusivities on different products or services. Therefore, no products or services competing with the exclusive

suppliers can be sold or promoted on the event site. Any product not coming from these exclusive suppliers will be prohibited from sale and the exhibitor will be sanctioned.

#### 3.6.6. Supply and delivery of goods

Refreshments must be provided outside of public opening hours. No refueling or delivery vehicles are allowed on the event site during public opening hours. The operator will make all arrangements to be present or represented at their location when their goods are delivered or collected. The organiser does not ensure the storage or guarding of equipment and goods left on the sites at the end of the event. Failing this, if the organiser finds an infringement, he is entitled to charge for the restoration of the site, the removal and/or destruction of the goods and waste left on site.

#### 3.6.7. Animation and music

The operator is allowed to broadcast music in strict respect of the public and other operators. All costs and administrative steps for dissemination (copyright, equitable remuneration, etc.) will be borne and carried out by the operator. It is also totally forbidden to use public address equipment to address the public, to broadcast advertising or radio broadcasts.

#### 3.6.8. Food&DrinkPass

The organizer issues Food&DrinkPass with a face value of 7- euros VAT INCLUDED in order to organize competitions, to enhance exchanges with partners, media and sponsors, to generate visits with large partner companies, etc. The operator undertakes to accept the Food&DrinkPass as a method of payment. These Food&DrinkPass will be refunded to the exhibitor up to 5.60 euros excl. VAT. The operator can claim the refund of the Food&DrinkPass from the organizer for 30 days after the event. The exhibitor will nevertheless have to issue an invoice according to the rules of Belgian trade and provide the Food&DrinkPass received to justify the refund.

#### 3.6.9. Food Truck Awards

Acceptance of the application automatically includes the operator's participation in the "Food Truck Awards" competition. In order to ensure the smooth running of this process, the operator agrees to provide 10 portions of the food product he proposes for the jury members free of charge. The operator who refuses to take part in the competition will have to pay an amount of 100,- euros excl. VAT in addition to the registration fee, and inform the organizer at the latest 30 days before the beginning of the event.

#### 3.6.10. Exclusion

Stands/food trucks may not be used for advertising purposes. Locations may not be sublet to another operator. The operator must operate the site in person and may not transfer the operation to another natural or legal person. He may not assign the site to a destination other than that for which the permission has been granted. Failure to comply with this provision shall result in immediate withdrawal of the allocation of the site, without prejudice to any damages and interests

## 4. MISCELLANEOUS LEGISLATION

### 4.1. Belgian regulations and legislation

The operator undertakes to comply with the legislation and provisions in force in Belgium, in particular with regard to hygiene, safety, fire protection, staff occupation, taxes, price display, allergen display, commercial practices as established by the law of 6 April 2010 on market practices and consumer protection. The price of the products offered for sale must be displayed in euros all taxes included. The activities planned by the operator may not constitute a breach of the laws and standards in force nor give rise to justified complaints from the authorities, the organiser of local residents, visitors or consumers. The organiser or the competent authorities (fire brigade, police, hygiene services, ministries, etc.) reserve the right to suspend the operator's participation at any time if it turns out that he does not comply with the rules or laws in Belgium.

### 4.2. Customs and taxes

It is up to each operator to complete customs formalities for materials and goods coming from abroad, as well as local VAT and sales authorisations. The organiser cannot be held responsible for any difficulties that may result. The operator alone shall bear all contributions, taxes and levies of any kind relating to the organisation and management of its activity.

## 5. APPLICATION PROCEDURE

### 5.1. Procedures for submitting applications

The operator completes and signs an application form (in accordance with the form provided by the organiser), and then sends it by e-mail (to the following address: [bfff20@goodfoodmood.be](mailto:bfff20@goodfoodmood.be)) or by registered mail (to the following address : Shakatopia asbl, 10 Boulevard de l'Empereur, 1000 Brussels).

### 5.2. Procedures for the selection of applications

Only applications that are fully completed and signed as indicated below will be considered. The organiser reserves the right to refuse an application without having to justify its decision. Under no circumstances shall the ousted candidate be entitled to any compensation whatsoever. Acceptance of the application is confirmed by the organizer to the candidate, either by e-mail or by registered mail. By accepting the application form, the candidate enters into a definitive and irrevocable agreement with the organiser for a precarious occupation for a fixed term. He then becomes "operator". It implies for the operator the payment of the full price of the pitch (see point 6) and for the organiser the provision of the pitch (see point 3.4.1).

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### 5.3. Cancellation

The precarious occupancy agreement may be terminated for any reason by the operator by registered letter addressed to the organiser (at the following address : Shakatopia asbl, 10 boulevard de l'empereur, 1000 Brussels). Any request for cancellation will result in the payment by the exhibitor of : § 100 % of the participation price (with a minimum of 100,- euros excl. VAT) if it is made more than 30 days before the event; § 150 % of the participation price (with a minimum of 100,- euros excl. VAT) if it is made less than 30 days before the event; § 200 % of the participation price (with a minimum of 2. In the event of cancellation, the site reserved for the operator shall be deemed to be available and the operator shall be deemed to have given up the right to use it.

The organiser can then dispose of the pitch without the operator being able to claim even a partial rebate.

### 6. ROYALTY

A basic fee of 450,-euro excl. VAT (for the duration of the festival) per pitch will be charged for the occupation of each pitch. These fees are payable as soon as the application file submitted by the operator is accepted by the organiser. They must, in any case, be paid on the due date mentioned on the invoice. If no due date is indicated, the invoice date is considered the due date. Invoices not paid on their due date shall bear interest, automatically and without notice of default and by the sole fact of non-payment, at the rate of 1.5% per month in addition to a penalty clause of 15% with a minimum of 100,- euros excluding VAT. Any month started will be considered as a full month for the calculation of interest. VAT, as well as any other taxes, duties or costs are always at the expense of the exhibitor. Reminder and/or reminder fees will automatically be due. The amount of the reminder and/or formal notice costs is charged at a flat rate of 10,- euros excl. VAT by ordinary mail or email and 20,- euros excl. VAT by registered mail or certified email. Failure to pay on the due date shall automatically render any other claim that the organizer has against the operator payable by operation of law. Claims do not suspend the exhibitor's payment obligations with regard to other events and/or services provided by the organiser. If, at the time of installation, the operator is not in order to pay his participation or any other debt towards the organiser or one of his partners: a full payment plus 50,- euros excl. VAT (procedural costs) will be claimed on the spot. Any payment, even partial, will be charged first on the fees, then on the accrued interest and finally on the principal.

### 7. MISCELLANEOUS

#### 7.1. Advertising, signage and partnership agreement

Any form of advertising, other than that using the media made available to the operator by the organizer is prohibited. For example, the use of advertising flags, advertising boards/menus, umbrellas or advertising furniture, ... is strictly prohibited. Any partnership agreement between an exhibitor and an advertiser (media partner, private partner, etc.) must be negotiated by contract with the organiser. It is forbidden to distribute advertising material about the event. It is also forbidden to distribute products or samples free of charge without the written consent of the organiser.

#### 7.2. Communication

The organizer may take photos and videos during the event and then use them for promotional, marketing and/or commercial purposes. The operator agrees that his image and name may be used for advertising and promotion purposes without any remuneration or compensation being payable. It is deemed to have obtained the agreement of its employees and the possible use of their image by the organiser.

#### 7.3. Confidentiality

All information communicated or exchanged between the organiser and the operator, partners, suppliers or subcontractors in the context of or on the occasion of the event remains strictly confidential, except for information that the organiser has made public or information normally accessible to the public.

#### 7.4. Operating loss and absences

The direct and/or indirect operating losses of the operator, can in no case be borne by the organiser. In the event of temporary closure of the stand/ food truck during public opening hours, the operator shall be liable to pay the organiser an indemnity of 150,- euros excl. VAT for each commenced hour of closure. The operator who is absent or closed (voluntarily or involuntarily) during a service (lunch or dinner) is liable to pay the organiser an indemnity of 500,- euros excl. VAT per service. In the case of absence or voluntary or involuntary closure for the entire duration of the event, the operator will have to pay the organizer an indemnity of 2,000,- euros excluding VAT.

#### 7.5. Cancellation of the event

In the event that the event cannot take place due to force majeure and/or a lack of exhibitors, the operator will only be entitled to a refund of the fee he has paid for his site, less the amounts already paid and still owed by the organiser for the event. Cancellation or relocation of the event does not cancel the operator's debt to the organizer. In both cases, the operator undertakes not to claim any additional compensation other than reimbursement of the above-mentioned fee from the organiser. In case of cancellation of the event by the authorities due to Covid-19, the exhibitor having subscribed at the time of his application for "Covid-19 coverage" may claim reimbursement of the amount already paid to the organizer for

participation in the event, except for the "Covid-19 cover" costs.

#### 7.6. Sanctions

Any failure by the operator to comply with any of the obligations laid down in these general conditions shall result in the payment of a lump-sum compensation of 500,- euros excluding VAT, in addition to compensation for the actual damage to which this failure has given rise.

#### 7.7. Litigation

The operator accepts these conditions without reservation. This agreement is governed by Belgian law. Any dispute relating to this agreement shall fall within the exclusive jurisdiction of the Brussels courts. Should one of the clauses of the general terms and conditions be considered null and void, this nullity will not affect the validity of the other clauses.

#### 7.8 Prices

In the absence of indication, all our prices are quoted exclusive of tax.

## USEFUL ADDRESSES

### **VAT (for foreigners)**

foreigners.team2@minfin.fed.be  
+32 2 577 86 60

### **FOOD HYGIENE**

Federal Agency for the Safety of the Food Chain  
FR : <http://www.afsca.be/professionnels/>  
DE : <http://www.afsca.be/berufssektoren/>  
NL : <http://www.afsca.be/professionelen/>  
EN : <https://www.fasfc.be/>

### **FIREFIGHTER (FIRE - GAS - ELECTRICITY control)**

[https://be.brussels/siamu/organiser-un-evenement-que-faire/annexe-c?set\\_language=fr](https://be.brussels/siamu/organiser-un-evenement-que-faire/annexe-c?set_language=fr)  
[prev@firebru.brussels](mailto:prev@firebru.brussels)  
+32 2 208 84 30

### **GAS / ELECTRICITY INSTALLATION CERTIFICATION**

<https://www.certik.be/controle-food-truck/>

### **CUSTOMS AND EXCISE**

[https://finances.belgium.be/fr/douanes\\_accises/entreprises](https://finances.belgium.be/fr/douanes_accises/entreprises)

### **MUSIC BROADCASTING AND COPYRIGHT**

<https://www.unisono.be>