

# REGULATIONS FOR THE ZWOLSE BIRD MARKET

JH Bird Events BV (hereinafter referred to as: JH Bird Events) and IJsselhallen Exploitatie Maatschappij BV (hereinafter referred to as: IJsselhallen) jointly organize the Zwolse vogelmarkt (hereinafter referred to as: Zwolse Vogelmarkt) twice a year at the IJsselhallen location in Zwolle (hereafter: to be called the Location).

JH Bird Events and IJsselhallen are hereinafter also individually referred to as Organizers and jointly as the Organizers.

The Organizers' policy with regard to the Zwolle Bird Market is set out in these regulations and is aimed at optimizing the health and welfare of cage and aviary birds not only with regard to keeping, nursing and breeding these birds, but also with regard to the - and sale of birds.

The guidelines for the health and welfare of birds have been drawn up by the Organizers Guidelines, which are primarily intended for making arrangements that ensure the health and well-being of the birds and visitors on the Zwolse Vogelmarkt. the starting points where exhibitors of the Zwolle Bird Market are held.

## 1. Definitions.

Visitor: A visitor to the Zwolse Vogelmarkt.

Trader: A natural or legal person who acts in a commercial / business manner in birds and has the permits that are legally valid for that purpose.

Private: A bird breeder or bird keeper, who practices the breeding and keeping of birds in a non-commercial way.

If you want to check whether you are trading in birds in a commercial way, please visit [www.rvo.nl](http://www.rvo.nl). In the event of a check, if you are of the opinion that you are a private person on the Zwolse Vogelmarkt, you must make a plausible case to the inspector that there is no question of business conduct.

## 2. Laws and regulations.

Traders and Private Individuals (exhibitors) adhere to all national and European laws and regulations regarding the Zwolse Vogelmarkt on the Zwolse Vogelmarkt. The most important laws and regulations in this context are, but are not limited to:

- » the Nature Conservation Act
- » the Animal Health and Welfare Act has become part of the Animals Act.
- » CITES Convention on International Trade in Endangered Species of Wild Fauna and Flora.
- » EU regulations for trade in wild animal and plant species.

## 3. Exhibitors

Organizers organize the Zwolse Vogelmarkt on the location. The Location has the following rules and Traders and Individuals declare by being registered for the Zwolse Vogelmarkt that they are familiar with the content of the regulations and agree to comply with the following rules:

### 3.1

- a. At the Zwolse Vogelmarkt, merchants and private individuals can offer the goods, animals and services as included in these regulations. The Organizers have the right, without being obliged to pay any compensation, to:
  1. goods, animals and services which they deem to be inadmissible on the basis of the description; or
  2. goods, animals and services, which are not mentioned on the registration form; or
  3. goods, animals and services which in its opinion are or could be contrary to the law, good morals, public order or an orderly course of the Zwolle Bird Market; or
  4. goods, animals and services that are in conflict with any provision of these regulations or the other conditions of participation in the Location are drawn up or used; to refuse, respectively, to have them removed from the Zwolse Vogelmarkt immediately, even if goods, animals and services as referred to above are mentioned on the intended registration form.
- b. The goods, animals and services mentioned in paragraph a. Of this article can only be exhibited and / or sold by the companies, institutions or organizations mentioned on the registration form.
- c. Protected native and alien mammals, birds and turtles can be exhibited and / or sold if a license is issued by the Ministry of Agriculture and Fisheries under Article 3 of the Animal Protection Act. This permit must be requested by the exhibitor and must be in the possession of the Organizers at least 3 weeks before the start of the Zwolse Vogelmarkt.

### 3.2

- a. Registration for participation in the Zwolse Vogelmarkt must take place on an application form made available to the exhibitor. The registration form must be completed and signed in full before a date set by the Organizers. If the signing has been made by a non-authorized party of the relevant exhibitor, the Organizers will consider it as being signed by a competent authority and as a result will require the exhibitor to accept all consequences arising from this registration.
- b. Completion, signing and sending by the exhibitor of the registration form counts as an irrevocable offer from the exhibitor to participate in the Zwolse Vogelmarkt. This offer is considered accepted by the Organizers if and as soon as the Organizers have sent the exhibitor a written allocation of stand space.
- c. A registration can not be withdrawn unilaterally by the exhibitor, or changed unilaterally by the exhibitor. If an exhibitor wishes to cancel a registration that has already been filed, a written request, sent by registered mail, must be submitted to the Organizers. The Organizers may grant a request for cancellation of the registration if the exhibitor has paid payment of a cancellation fee according to the following schedule:
- d. 25% of the stand rent if cancellation of the registration takes place at least 6 months before the start of the construction of the Zwolse Vogelmarkt;
- e. 50% of the stand rent if cancellation of the registration takes place at least 4 months before the start of the construction of the Zwolse Vogelmarkt;
- f. 75% of the stand rent if cancellation of the registration takes place at least 2 months before the start of the construction of the Zwolse Vogelmarkt;
- g. 100% of the stand rent if cancellation of the registration takes place at least 1 month before the start of the construction of the Zwolse Vogelmarkt, or as much as in the opinion of the organizers should be obtained as compensation for the costs resulting from the cancellation.
- h. The Organizers may decide in special cases that a registration will not be processed. The exhibitors must give an overview of the goods, animals and / or services with which they intend to exhibit. In any case, the information requested on the registration form must be fully stated.
- i. Participation in the Zwolse Vogelmarkt is one-off and does not entitle a Private and / or Trader to participate in a subsequent edition of the Zwolse Vogelmarkt and / or another bird market at the Location and / or to other events of the Organizers.

### 3.3

The Organizers determine for each exhibitor the location and dimensions of the stand space that is allocated. The allocation of the stand space will take place as soon as possible and will be binding on the exhibitors, both in terms of dimensions and the location on the Zwolse Vogelmarkt. If a total of more stand space is registered than is available to stand space, Organizers can allocate less stand space than that for which registration is possible and registrations can be rejected. In special cases, the Organizers are authorized to change the already allocated stand space, without the exhibitor being entitled to claim compensation for damage, in whatever form or for whatever reason it may be suffered. There is also a transfer to these special cases. In this case, the exhibitor is entitled to cancel his participation in the Zwolse Vogelmarkt in writing, by registered letter, within 1 week of the announcement of this change.

### 3.4

- a. For each square meter assigned stand space will be payable by the relevant exhibitor stand hire, in the amount stated on the registration form and / or on any other document relating to the Zwolle Bird Market. In the calculation of the stand rental, a part of a square meter is considered as one square meter.
- b. Payment of the stand rental must be made in accordance with the payment term indicated on the invoice.
- c. If an exhibitor has not paid the amounts owed by him within the stipulated deadlines, the Organizers are entitled to not allocate the stand holder to stand space or allow a stand holder to take up stand space without prejudice to the Organizers' entitlement to full compensation of these amounts.
- d. Reimbursement of amounts already paid can be made under paragraph c above. mentioned above will not be claimed by the exhibitor, unless the first installment of the paid stand rent exceeds the total amount owed by the exhibitor in respect of the allocated stand space.
- e. The costs of stand construction and installation, of installation on the stands of power lines, connections for gas, water, water drainage and telephone, of the use of electric power, gas and water, as well as the costs of telephone calls and all other additional costs are charged. of the exhibitor, unless stated otherwise on the registration form, the conditions of participation and / or other documentation relating to the Zwolle Bird Market. The aforementioned costs must be paid by the relevant exhibitor within 10 days after the costs have been declared to the exhibitor by way of an advance.
- f. Exhibitor does not have the right to suspend and / or settle payments to the Organizers. All (payment) terms for exhibitors are final deadlines, so that the exhibitor is legally in default by the expiry thereof.

### 3.5

- a. The Location is available for building and furnishing the stands, as well as bringing in animals and goods during a period determined by Organizers. Outside this period, work on the stands and the bringing in of animals and / or goods are not permitted.
- b. If 48 hours before the opening of the Zwolse Vogelmarkt for the visit, an exhibitor does not have the stand space assigned to him, or if it is established at an earlier point in time that the exhibitor will not have the allocated space and / or he will not have fulfilled its payment obligations with regard to the Zwolse Vogelmarkt, the Organizers can dispose of this space without further summons or notice of default, without having to refund all payments already received to the exhibitor and without the obligation of the exhibitor to lapse to pay the outstanding amounts.

### 3.6

- a. The exhibitors will be given the opportunity during a period determined by Organizers to remove the animals and / or goods from, as well as disassemble the stands in, the Location.
- b. The exhibitor is obliged to leave the allocated stand space after the completion of the Zwolle Bird Market in the same state as when it was made available to them before the start of the accrual period.
- c. If an exhibitor has not fulfilled his obligations towards the Organizers in respect of the Zwolle Bird Market, they may:
  1. In order to promote that these obligations will be fulfilled, without judicial intervention, the animals and / or goods of the relevant exhibitor, who are in the Location or on the associated land, keep them under themselves or at the expense and risk of that exhibitor save;
  2. Hand over the collection of the amounts owed by the exhibitor and deduct all costs, both judicial and extrajudicial, which are connected to the collection of the amounts due, to the exhibitor, whether or not increased by the statutory interest then applicable, calculated from the due date of the amounts due.

## 4. The location

The location has a unique lock system that reduces drafts and cold to a minimum. As a result, there is a responsible ambient temperature for the birds offered. In addition, there are taps for fresh (drinking) water.

Four transfer cages are available free of charge (eg at door 16, in the IJsselhal and at the market office) in order to be able to transfer the birds to another accommodation, so that the escape of the birds is kept to a minimum.

Vehicles are prohibited in all halls during the opening hours (08.30 - 14.00) of the Zwolle Bird Market. In addition, it is strictly forbidden to smoke in the Location. There will be strict supervision by Organizers of compliance with this prohibition and it will allow Organizers to commit free sanctions to violation of the aforementioned prohibition and / or violation of other rules laid down in these regulations or in other documentation relating to the Zwolle Bird Market.

## 5. Supervision

### Animals

During the Zwolse Vogelmarkt there are market employees, quality inspectors and two qualified veterinarians.

They supervise:

- » compliance with the market regulations of the birds offered for sale during the presence of the public;
- » the condition and housing etc. of the birds offered for sale;
- » on the behavior of the public and the exhibitors.

The market employees are recognizable by their clothing. The quality inspectors wear the same clothing and also have a badge or are recognizable as such in a different way.

Organizers are authorized to remind both exhibitor (s) and / or person (s) for violations and / or misconduct to leave the Location or to no longer accept it and can not be held liable for the refund of paid funds.

The Dutch Food and Consumer Product Safety Authority (NVWA) can carry out random checks.

The NBvV can also carry out checks (audits) to check whether the Organizers comply with the rules on the keeping of the Zwolse Vogelmarkt, comply with the obligations regarding animal welfare and comply with the NBvV quality mark.

### People

Organizers provide a First Aid team at the Location at the time of the Zwolle Bird Market.

Security guards are hired by the Organizers to promote safe entry and residence in the Location. The security guards are also used for the safety of the visitors.

In case of calamities in the Location, it must be vacated and everyone must go to one of the two collection points of which the routing in the Location is clearly visible

The Zwolle bird market is opened to the public when all vehicles have left the Venue, in order to guarantee the safety of the visitors.

Organizers ensure that there are sufficient catering establishments and also that toilets are made available for visitors and exhibitors of the Zwolse Vogelmarkt.

## 6. Traders and Private Individuals

Organizers will provide a map of the Location with the location of the Traders and Private Individuals who have reserved stand space. The aforementioned floor plan is visible in the Location and can be requested from the market office. Reserving stand space is done by filling in a registration form and is only possible if an exhibitor reserves space above two meters. For the additional conditions, see also the provisions in article 3.

Subletting reserved places is not allowed.

It is also possible to sell birds for people who have not booked. Organizers keep a part of the available places for this.

On request, these data can be made available to external auditors (eg NVWA) who, on the basis of the applicable laws and regulations, are authorized to dispose of them, if it is necessary for Organizers to provide the aforementioned information. Organizers comply with the privacy statement with regard to the Zwolse Vogelmarkt, which is available via the Zwolse Vogelmarkt website.

## 7. For sale birds.

The following conditions are imposed on the birds offered for sale by the Organizers:

- » Birds should preferably be provided with a seamlessly closed leg ring with for that bird the right diameter. Is the bird not ringed with a seamless closed paw ring, there must be a declaration of origin of these birds.
- » Birds must be healthy and undamaged. Sick birds and birds with damage / injuries must be removed from the market immediately.
- » Non-independent birds are not allowed.
- » Quails and equivalent ground birds, as well as meat pigeons, descendants of *Columba livia*, fall under the definition of poultry and are not allowed.
- » European culture birds and their hybrids must have a closed leg ring. In terms of execution and diameter, this leg ring must comply with the "Regulation issue and features seamlessly closed leg rings and other marks" laid down in the Flora and Fauna Act 2002. If a deviation is established, the relevant bird must be removed from the market.
- » Birds that appear on Appendix A of the CITES regulation may only be offered for sale if they are fitted with a fixed leg ring or transponder (chipped). The current CITES forms must be present at the birds. If this is not met, the bird must be removed from the market.

Health requirements for birds:

Birds from the Netherlands, EU member states and EEA countries. The birds that originate from a holder in the EU or come from a holder in an EEA country must meet the health requirements of Article 7 of the EU Directive 92/65.

The birds are:

- a. from a company where avian influenza has not been diagnosed during the last 30 days prior to dispatch;
- b. from a business or from an area in respect of which there are no restrictions under the measures to combat New Castle disease.

For parrot like animals, moreover, it applies:

- c. must not come from a company or have been in contact with animals from a company where psittacosis (*Chlamydia psittaci*) has been diagnosed.

The prohibition applies for at least two months from the moment at which the last case was diagnosed on which an approved treatment was carried out under veterinary supervision.

## 8. Sales cages

- » Birds which are offered for sale should preferably be accommodated in cages, in which the birds are also accommodated during an exhibition.
- » The cages from which they are sold must be placed on the tables. Birds on the ground are not allowed.
- » Cages must be clean, whole, and sitting sticks must be present and provided with clean trays and bottles for fresh food and fresh drinking water (some cases moist fruit)
- » When stacking the sales cages, the supply of fresh air and sufficient light should not be prevented.
- » The number of birds in a sales cage must be limited. A cage with the dimensions of a universal cage preferably no more than 2 birds. (See housing birds)
- » The cages in which the birds are placed for sale must be related to the size of the birds.
- » If there are too many birds in the sales cages, you should change this at the instructions of the quality inspectors. If you do not follow these instructions, you can be removed from the market by Organizers without refund of the money already paid.

Organizers are not liable for diseases and / or other defects or infestations of the introduced birds on / after or following the Zwolse Vogelmarkt, nor for possible damage of any kind that an exhibitor or third party suffers in connection with the Zwolle Bird Market .

## 9. Transport

The rules regarding animal transport have been adopted at European level. The Transport Ordinance applies to all vertebrates transported with an economic interest. This also applies if, for example, you want to sell birds on a bird market.

There are administrative obligations and rules with regard to, among other things:

- » the way in which the animals must be treated;
- » when animals are not suitable to transport;
- » how means of transport must be arranged;
- » which travel schedules must be used.

Birds can be transported to the market in transport cages. These transport cages must be provided with moisture-absorbing and dust-free ground covering. It should not use food for this purpose due to the welfare of animals. If transport to the bird market takes more time than 4 hours, there must be sufficient fresh drinking water and feed in the transport cage.

If the transport of live animals is an economic activity, almost all carriers need a transport license. This depends on the type of transport that the carrier wants to carry out as much as possible. The following situations are possible:

- » The carrier never carries out transports that are more than 65 kilometers. In this case no permit is required.
- » The carrier only carries out transports that take less than 8 hours (including loading and unloading of the animals). In this case a type 1 permit is required (in accordance with article 10 of the Transport Ordinance).
- » The carrier also carries out transports that last longer than 8 hours. In this case a type 2 permit is required (in accordance with article 11 of the Transport Ordinance)

A carrier may only have a permit. With a type 2 permit, transports shorter than 8 hours may also be carried out.

For more information about legislation and regulations or for applying for a transport permit, go to website: [www.vwa.nl](http://www.vwa.nl) (go to Topics> Transport)

Since 1 January 2007 the transport regulation for animals has been in force. It concerns transport regulation (EC) No. 1/2005.

Every Dealer and every Private person who participates in the Zwolse Vogelmarkt must take the above into account and is responsible for this at its own expense and risk.

## 10. Certificate of ownership / health certificate

A certificate of ownership / health certificate is required for the trade and transport of animals and animal by-products within the European Union. When animals are transported from one country to another, these animals must be accompanied by a certificate of ownership / health certificate. Exhibitors who sell birds on and / or take birds to the Zwolse Vogelmarkt must be in possession of a certificate of ownership / health certificate and must leave the aforementioned certificate at the first request of the Organizers and / or another organization mentioned in Article 5 see. If the exhibitor concerned can not show the aforementioned certificates, then Organizers are entitled to have the stand holder of the Zwolse Vogelmarkt removed.

## 11. Control by Organizers

Organizers are at all times authorized to check whether the conditions in these regulations are met by exhibitor (s). As a check on the compliance with Article 7 that makes it necessary, the Organizers are also authorized to carry out leg-ring and paper control. If the exhibitor does not allow such a check, he must immediately leave the Location without being entitled to a refund of paid entrance and / or stand hire.

## **12. Market office**

The market office is the steering unit at the Zwolse Vogelmarkt.

Traders, individuals and visitors can go here for all sorts of questions and issues such as information about the Zwolse Vogelmarkt, complaints, information regarding the organizers, theft / loss, etc. The press, NVWA and other inspection bodies also report to this agency. The location of the aforementioned office on the Zwolse Vogelmarkt was indicated in the Location at the time of the Zwolse Vogelmarkt.

## **13. Liability**

Participating in and / or visiting the Zwolse Vogelmarkt takes place at the own risk of the relevant exhibitor and / or visitor. Organizers are not liable for preventing the execution of the Zwolse Vogelmarkt and also not in connection with damage caused by (the threat of) bird flu and other (possible) contagious (animal) diseases and / or by (government) measures in connection with (the threat of) such disease (s). In case of liability of Organizers, this is at all times limited to compensation for direct damage and is never higher than the amount paid out in the relevant case under the liability insurance of Organizers, supplemented with the deductible. Organizers are never liable for indirect damage, including trading loss, consequential loss, loss of profits or stagnation.

JH Bird Events BV and IJsselhallen Exploitatie Maatschappij BV  
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