

EXHIBITION TERMS AND CONDITIONS

These Exhibition Terms and Conditions and any special conditions or additional conditions agreed by the Organisers (as defined in paragraph 1 below) constitute the entire agreement between the Organisers and the Exhibitor (as defined in paragraph 1 below) to the exclusion of all other terms, conditions and warranties whatsoever and represent the only terms on which the Organisers trade notwithstanding any terms and conditions that may be contained in any order or other form of the Exhibitor. This agreement shall not be varied save by written agreement between the Organisers and the Exhibitor signed by a duly authorised officer of each of the respective parties.

1. DEFINITIONS.

In these Terms and Conditions the following expressions have the following meanings:-

- (i) "Exhibitor" means any person firm or company who has made application for and who has been granted space in the Exhibition.
- (ii) "Exhibition" means the event detailed on the Stand Space Contract.
- (iii) "Organisers" means Crain Communications or its lawful assigns.
- (iv) "Organisers' Exhibition Information Pack" means the exhibitor manual for the Exhibition and related information documents issued to the Exhibitor.
- (v) the "Relevant Legislation and Regulations" mean all relevant law and regulations for securing the health, safety and welfare of those attending the Exhibition, including without limitation to the foregoing any relevant Act of Parliament, including the Offices, Shops & Railway Premises Act 1963, the Fire Precautions Act 1971, the Health and Safety at Work etc.
- (vi) "Stand Space Contract" means these Terms and Conditions read in conjunction with the application for stand space at the Exhibition overleaf.
- (vii) words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.
- (viii) the headings to the paragraphs are for convenience only and have no legal effect.
- (ix) the expression "group of companies" means in relation to any company that company and any holding company or subsidiary for the time being of such company and any other subsidiary of any such holding company.
- (x) the expressions "holding company" and "subsidiary" shall have the meanings ascribed thereto by Sections 736 and 736 A of the Companies Act 1985.

2. THESE TERMS AND CONDITIONS shall be governed by and construed in accordance with English law and shall be deemed to include all other terms and conditions or rules and regulations issued from time to time by the Organisers in relation to the Exhibition whether contained in the Organisers' Exhibition Information Pack sales literature or otherwise.

3. DURATION OF EXHIBITION.

Details of Exhibition hours are given in the Organisers' Exhibition Information Pack. During these times stands must be manned by Exhibitor's staff.

4. TIME OF CONTRACT.

Subject to paragraph 17 below and to the following provisions of this paragraph 4, application for space must be made on the Organiser's official Stand Space Contract and must contain information on exhibits to be displayed. The contract for space shall be deemed to be made when the Stand Space Contract has been received by the Organisers duly completed and signed by the Exhibitor and has thereafter been accepted by the Organisers. The Organisers may at their sole discretion accept applications by purchase order, in writing, by facsimile or accept a deposit payment in lieu of written application and on the understanding that these Terms & Conditions shall apply.

5. SIGNATORIES.

The person or persons signing the Stand Space Contract on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim as against the Organisers that such person or persons did not have such authority.

6. EXHIBITS.

Subject to paragraph 8 of these Terms and Conditions the Exhibitor shall be entitled to display only those matters specified on the Stand Space Contract.

7. ON-LINE MEDIA CHARGE - INTERNET LISTING

- (i) Your Internet Listing promotes your brand on the Website for one full year.
- (ii) The Internet Listing is not transferable to any other shows organised by the Organisers.
- (iii) Only brands which have been accepted to show at the Exhibition may be promoted through the Internet Listing.
- (iv) Payment in respect of the Internet Listing must be made in accordance with the Stand Space Contract.
- (v) The Content must not include any material which is obscene, defamatory, may infringe the rights of any third parties or which may in the reasonable opinion of the Organisers bring the Organisers or the Exhibition into disrepute. The Organisers reserve the absolute right to refuse to include any Content on the Website which includes any such material.
- (vi) The Exhibitor warrants and represents to the Organisers that it owns all intellectual property rights in the Content and/or that it has obtained all necessary consents for the Content to be used for the purposes of the Internet Listing. The Exhibitor indemnifies the Organisers against all costs, losses, expenses and damages of any nature whatsoever arising as a result of breach of this clause.

8. REMOVAL OF EXHIBITS.

- (i) The Organisers reserve the right to require the Exhibitor to remove any exhibit being exhibited at the Exhibition if the Organisers in their absolute discretion consider that the same is libellous or of an obscene nature or may infringe the rights of any third party or which the Organisers consider in their absolute discretion to be undesirable or detrimental to the Exhibition, to other exhibitors or the general commercial interests of the Organisers or any other company from time to time forming part of the same group of companies of which the Organisers form part.
- (ii) By entering into an agreement to attend the Exhibition the Exhibitor warrants to the Organisers that all designs and artwork on or relating to the Exhibitor's stand and any items displayed on the Exhibitor's stand shall not infringe any trade marks or copyright or patents or other intellectual property rights of any third party in any way.
- (iii) In the event that the Organisers are under any legal obligation (whether by virtue of a court injunction or order or judgment or a recommendation or decision of a Trading Standards Officer or otherwise) to have removed either any item or items displayed on the Exhibitor's stand or any design or artwork on or relating to the Exhibitor's stand then (without prejudice to any other rights which the Organisers may have) the Organisers reserve the right to have that item or items removed from the Exhibitor's stand or to close the Exhibitor's stand at the Exhibition. No compensation or damages will be payable as a result of such removal or closure by the Organisers.

9. CANCELLATION OF SPACE.

(i) In the event that an Exhibitor either wishes to cancel his space booking or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Stand Space Booking Contract then the Organisers reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organisers) to apply the following cancellation charges and to reallocate such space:

Cancellation occurring	Cancellation charge
More than 9 months prior to Exhibition	10% of total contract price (plus VAT)
More than 6 months and less than 9 months prior to Exhibition	50% of total contract price (plus VAT)
Less than 6 months prior to Exhibition	100% of total contract price (plus VAT)

(ii) If the Exhibitor wishes to cancel then written notice of such wish must be forwarded to the Organisers by **Recorded Delivery Post** and any such notice shall be deemed duly served on the day (not being a Saturday or Sunday or public holiday) two days following the date of posting.

(iii) Notwithstanding that the Organisers may resell or reallocate the cancelled stand space (or the space by which it is reduced pursuant to paragraph 9) after payment of the cancellation charges the Organisers shall be under no obligation to reimburse all or any part of such cancellation charges.

10. REDUCTION OF SPACE.

Where after the contract for space has been made an Exhibitor wishes to reduce the size of his space booking then written notice of such wish must be forwarded to and received by the Organisers by **Recorded Delivery**

Post. The Organisers reserve the right to apply the scale of cancellation charges set out in paragraph 8(i) above to the total contract price according to the amount by which the original stand area is reduced. The Organisers may resell or reallocate the space in question. There shall be no obligation on the Organisers to accept notification of reduction.

11. RELOCATION.

For the avoidance of doubt any contract between the Organisers and the Exhibitor for exhibition stand space is only for an amount of such space and allocation of the Exhibitor's name to any particular part of the Exhibition floor plan or stand number will not constitute any agreement warranty or representation by the Organisers that the Exhibitor is entitled to exhibit at the Exhibition in such particular location and the Organisers reserve the right without being required to give notice to the Exhibitor to alter the layout of the Exhibition floor plan or position of any stand at any time.

12. OTHER EXHIBITORS.

Whilst the Organisers shall act in good faith the name of any Exhibitor which may appear on any floor plan or stand number and any statement made by or on behalf of the Organisers that any exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute any warranty representation or undertaking by the Organisers that any such exhibitor shall attend the Exhibition or attend at any particular location.

13. SPACE NOT OCCUPIED.

The Exhibitor must occupy the space allotted to him by opening time on the first day of the Exhibition. Any Exhibitor failing to do so will be deemed to have cancelled his space booking. In this event the Terms and Conditions relating to Cancellation of Space set out in paragraph 8 above will apply and the Organisers may resell or reallocate such space.

14. ATTENDANCE.

The Exhibitor acknowledges that the Organisers shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Organisers.

15. INDEMNITY.

The Exhibitor shall fully and effectually indemnify the Organisers and keep the Organisers indemnified against all costs claims demands actions proceedings and losses whatsoever made against or incurred by the Organisers as a result of the Exhibitor exhibiting or advertising any goods or services at the Exhibition.

16. BANKRUPTCY.

In the event of the Exhibitor becoming bankrupt or insolvent or committing any act of bankruptcy or insolvency or going into liquidation or in the event that a Receiver or Administrator or administrative receiver is appointed in respect of any of its assets then the Organisers reserve the right to terminate the contract with the Exhibitor and the Terms and Conditions relating to Cancellation of Space set out in paragraph 8 above shall apply.

17. ASSIGNMENT.

The contract for space is personal to the Exhibitor and the Exhibitor shall not be entitled to assign, sublet or grant licences in respect of the whole or any part of the space allocated to him, or assign or otherwise deal with the rights and obligations hereunder nor may any cards advertisements or printed matter of persons who are not bona fide Exhibitors be exhibited or distributed on any stand. This shall not apply to persons firms or companies being subsidiaries agents or principals of the Exhibitor and who are not duly listed with the Stand Space Booking Contract at the time of acceptance. The Organisers shall be entitled to assign the benefit (subject to the burden) of the contract for space without notice to or consent from the Exhibitor.

18. LICENSOR AND LICENSEE.

Upon acceptance of the Stand Space Contract by the Organisers there shall be a contract between the Organisers and the Exhibitor subject to these Terms and Conditions. The Organisers in their discretion may accept the Exhibitor's application for space orally (including by telephone) by facsimile or by forwarding to the Exhibitor written acceptance (which shall include a copy of the Stand Space Contract signed by or on behalf of the Organisers). As regards any space allotted the relationship of licensor and licensee shall exist between the Organisers and the Exhibitor. In case of non-payment of any sum due from the Exhibitor (whether formally demanded or not) or of any other breach of non-observance by the Exhibitor or any of these Terms and Conditions, the Organisers shall have right to revoke the Exhibitor's licence and re-enter upon the allotted space to remove and exclude the Exhibitor and all persons there from without prejudice to the right to recover all sums payable by the Exhibitor hereunder and without prejudice to any other right or remedy available to the Organisers.

19. PROMOTION AND REPRESENTATIONS.

- (i) Whilst the Organisers shall use their reasonable endeavours to organise and promote the Exhibition in such manner as they consider appropriate, the Organisers reserve the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organisers as to audience projections or methods or timing of promotion shall constitute only general indications of the Organisers' promotion and organising strategy and shall not amount to any representation or warranty.
- (ii) Any contract for space shall not be conditional on the presence or location of any other exhibitor at the same or any other exhibition and any reference to such conditionality shall not apply to any contract between the Organisers and the Exhibitor for exhibition stand space.

20. POSTPONEMENT OR ABANDONMENT.

The Exhibitor shall not have any claim against the Organisers in respect of any loss or damage whatsoever consequent upon the Exhibition failing (for whatsoever reason) to be held or the Exhibition venue being or becoming wholly or partially unavailable for the holding of the Exhibition for whatsoever reason. If by rearrangement or postponement of the period of the Exhibition or by substitution of an alternative venue for the Exhibition or by means of any other reasonable matter or thing the Exhibition can be held the contracts for space shall be binding upon all parties save that the same shall be deemed to be varied so as to allow for any necessary change in venue, dates or period of the Exhibition, stand size, location or otherwise.

21. INSURANCE AND EXCLUSIONS.

- (i) The Exhibitor must effect at his own cost full indemnity insurance against public liability and all other usual risks in respect of loss, damage or injury to goods and persons and in particular against theft. Where an event occurs which is covered by such insurance for which the Exhibitor wishes to be compensated then he must claim under such insurance in priority to making any permitted claim against the Organisers.
- (ii) Any liability of the Organisers to the Exhibitor in any way arising out of this contract:-
 - (a) shall be limited to direct losses or damage only and shall not extend to loss of profit or any indirect or consequential loss or damage howsoever arising; and
 - (b) shall not exceed an amount equal to the total contract price.

22. HEALTH AND SAFETY AND ALL LEGISLATION AND REGULATIONS RELEVANT TO THE EXHIBITION.

The Health and Safety at Work, etc Act 1974 and all other Relevant Legislation and Regulations (as defined in paragraph 1 above) apply to the Exhibition and the Exhibitor must fulfil its obligations in respect of all such Relevant Legislation and Regulations and ensure that all parties employed or engaged by the Exhibitor also operate within the laid down procedures.

23. ERECTION OF STANDS.

All stand erection must comply with all Relevant Legislation and Regulations as defined in paragraph 1 above and by entering into an agreement to attend the Exhibition the Exhibitor warrants to the Organisers that the Exhibitor will ensure that the Exhibitor's stands at all times comply with the Relevant Legislation and Regulations.

24. EXCLUSION OF PERSONNEL.

The Organisers reserve the right in their absolute discretion to exclude or remove from the Exhibition any person whose presence (in the opinion of the Organisers) is or is likely to be undesirable and the Organisers may exercise such rights notwithstanding that any person is the employee or agent of the Exhibitor or is otherwise in any way connected or associated with the Exhibitor.