

TERMS & CONDITIONS

1. Definitions

Exhibitors shall be bound by the conditions, rules and regulations set forth in this contract and any changes must be made in writing and signed by an authorized official of the Organizer who shall have full power to interpret and to make changes to this contract, provided such changes do not operate to diminish rights reserved for the Exhibitor and shall not operate to increase liabilities of the Organizer, its agents or employees. This contract shall be construed in accordance with English Law and for the exclusive benefit of the Organizer, the Exhibitor submits to the jurisdiction of the English Courts.

This contract is deemed to include all rules and regulations of the exhibition, as notified to the Exhibitor, and any amendment thereof made in accordance with the terms thereof (the "Rules and Regulations"). The Exhibitor also agrees that this contract is subject to the terms of the agreement between the Organizer and the venue owner under which the Organizer has licensed the premises of which this Space is part. Nothing in this contract shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this contract shall create any such rights unless expressly so stated in any such variation.

2. Payment Terms

(i) No Exhibitor shall be permitted to exhibit unless they have paid prior to the exhibition all of the fees agreed to on the Space Application Form. The Organizer reserves the right to withdraw support services and facilities until all amounts due have been paid. The Organizer reserves the right to close, have removed, or confiscate any stand and/or exhibits belonging to the Exhibitor if it has not fulfilled its obligations relating to payments.

(ii) Each Exhibitor is responsible for settling all accounts for ancillary charges and expenses incurred in connection with the exhibition, which are initiated by it, its agent, representative or contractor and must discharge all such liabilities forthwith when called upon to do so.

(iii) Should the Exhibitor fail to meet the payment schedule set out on the Space Application Form then the Organizer will charge interest at 4% above Barclays Bank Plc base rate from the last date the scheduled payment fell due until payment is received.

(iv) The Organizer reserves the right to require the Exhibitor to pay any additional costs due to any alterations requested by the Exhibition Health & Safety Officer.

3. Assignment

The Exhibitor shall not be entitled to assign, sub-let or grant any licence in respect of the whole or any part of the Space allocated to it, or assign or otherwise deal with its rights and obligations hereunder nor may any advertisements or printed matter of persons who are not bona fide Exhibitors be exhibited or distributed at any stand. This shall not apply to any persons, firms or companies being subsidiaries, agents or principals of the Exhibitor and who are duly listed with the Space Application Form at the time of booking. The Organizer shall be entitled to assign the benefit (subject to the burden) of this contract without notice to or consent from the Exhibitor.

4. Location of Space

For the avoidance of doubt any contract between the Organizer and the Exhibitor for Space is only for the area of such space and no acceptance by the Organizer of the Space Application Form or allocation of the Exhibitor's name to any particular part of any exhibition floor plan or stand number will constitute any agreement, warranty or representation by the Organizer that the Exhibitor is entitled to exhibit at the exhibition in such particular location and the Organizer reserves 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.

5. Duration of the Event

Details of exhibition open hours are as issued from time to time and published in the then current Exhibitor Manual. During these times stands must be manned by Exhibitor's staff. Attendance hours shall be controlled solely by the Organizer's Operations Manager who will specify hours etc., and admission shall be by ticket, pass or badge. Tickets, badges and passes shall not be transferable.

6. Removal of Exhibits

The Organizer reserve the right to require the Exhibitor to remove any of its exhibits or any category of exhibit if the Organizer in its absolute discretion considers that the same is libellous or of an obscene nature or may otherwise infringe the rights of any third party or which the Organizer considers in its absolute discretion to be undesirable or detrimental to the exhibition, other exhibitors or the general commercial interests of the Organizer or any associated company.

7. Occupation of Space

The Exhibitor shall be entitled to exhibit only those products or categories of product specified on the Space Application Form. The Exhibitor must equip, dress and occupy the Space allotted to him by show opening time on the first day of the exhibition. Any Exhibitor failing to do so will be deemed to have cancelled its Space booking. In this event the Terms and Conditions relating to cancellation will apply and the Organizer may re-sell or reallocate such Space at its absolute discretion. No Exhibitor shall be allowed to remove exhibits or material from their Exhibition stand prior to the official close of the exhibition, and the Exhibitor shall have an authorized representative present at the Exhibition throughout the installation and dismantling of its exhibit.

8. Loss, Theft or Damage

The Organizer, and its respective officers, employees and agents are not responsible for any loss, theft or damage of any nature to any property. A reputable security team will be on duty day and night, but the Organizer, while taking precautions against loss, will not guarantee against it and is hereby expressly released from any liabilities for injury or damage therefrom. The Exhibitor is urged to adequately insure its exhibits, display material and other equipment for which it is responsible and for any exhibitor stand staff personal effects.

9. Catalogue, Show guide, Website

The publisher of the catalogue, show guide and website, the Organizer, and their respective officers, agents and employees will not be responsible for any errors or omissions in relation to these publications.

10. Cancellation

The acknowledgment by INDIGO MEDIA & EVENTS LTD of the Space Application Form signed on behalf of the Exhibitor is deemed conclusive evidence of the Exhibitor's agreement to pay the full fees due from that moment as shown on the Space Application Form. The application is non-cancellable by the Exhibitor. The Exhibitor further acknowledges that, in the event that the Exhibitor should choose not to take up its space at the Event, it acknowledges that INDIGO MEDIA & EVENTS LTD, having incurred expenses as a result of this contract, is not required to refund any of the fees agreed to and that INDIGO MEDIA & EVENTS LTD is also entitled to any unpaid amounts that may be owed by the Exhibitor to INDIGO MEDIA & EVENTS LTD against this contract.

11. Indemnity

Unless otherwise provided for in these Terms and Conditions the Exhibitor shall fully indemnify the Organizer together with its officers, employees and agents, against all claims, costs, demands, proceedings and losses (including negligence) whatsoever made against or incurred by the Organizer (or such other persons as aforesaid) as a result of the Exhibitor exhibiting, advertising, promoting, selling or supplying any goods or services at the exhibition.

12. Insurance and Exclusions

(i) The exhibitor shall take out and maintain at all times:

- Public liability insurance in respect of claims made against the exhibitor for bodily injury or damage to property for a limit of indemnity of no less than £2,000,000.
- Sufficient insurance to cover irrecoverable expenses in the event of cancellation and/or abandonment of the event for any reason beyond the exhibitor's control.

The Organizer shall be entitled to inspect the exhibitor's event insurance policy, which the exhibitor shall make available on request.

The Organizer recommends that the exhibitor also takes out insurance to cover loss or damage to the exhibitors' own property or property for which the exhibitor is responsible during the course of the event.

(ii) The Organizer shall not be liable in respect of any contract entered into between the Exhibitor and any official contractor appointed by the Organizer, for the negligence or default of any such contractor or its officers, employees or agents.

(iii) Nothing in this contract excludes or limits the liability of the Organizer for death or personal injury caused by the Organizer's negligence or for fraud or fraudulent misrepresentation for any other matter which it would be illegal for the Company to exclude or attempt to exclude its liability.

13. Postponement or Variation

(i) The Exhibitor shall not have any claim against the Organizer in respect of any loss or damage whatsoever consequent upon the Exhibition failing to be held or being cancelled by the Organizer for lack of sufficient support.

(ii) The Organizer and its respective officers, agents and employees shall not be liable for loss, damage or delay resulting from acts of war, civil commotion, strikes or lock-outs intervention or regulation, military activity, pandemic or any other circumstances which shall make it impossible or inadvisable to hold the exhibition at the time and place provided, and the Organizer reserves the right to re-schedule the exhibition at another date and/or at an alternative site. Furthermore, the Organizer will not be responsible to the Exhibitor should any conflicts or misinterpretations arise with the host country, its sponsors, agents or other bodies regarding any and all aspects of the exhibition which may affect the Exhibitors. The Exhibitor is recommended to adequately insure their participation expenses in case of such cancellation etc. The Exhibitor acknowledges that in the event that the exhibition is re-scheduled the Organizer will have sustained damages and losses as a result and the Exhibitor hereby waives all claims for damages or compensation against the Organizer. The sum paid to the Organizer as fees or otherwise in connection with the Exhibition shall remain the property of the Organizer.

(iii) If the Exhibition is cancelled or postponed for any reason then any payment made by the Exhibitor will be set against the costs incurred by the Organizer.

14. Erection of Stands and Furniture

(i) The Exhibitor hereby acknowledges that the Organizer has appointed official contractors and where directed by the Organizer the Exhibitor must use the same for the technical services of the Exhibitor's stand. However, an Exhibitor may be permitted to appoint another contractor for design and build of a space-only stand subject to the Organizer's being formally advised through the relevant form in the Exhibitor Manual. Where stands are of unusual construction or exceed 4m in height the Exhibitor or its contractor must supply full drawings with a method statement to the Organizer at least 4 weeks prior to the event opening. Details of the Organizer's shell scheme will be provided to the Exhibitor.

(ii) Exhibits shall not obstruct the view of adjoining exhibitors nor be operated in any manner objectionable to other exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibitors. Phonographs, radios or other sound devices operated in a manner objectionable to the Organizer shall be prohibited.

(iii) The Exhibitor acknowledges that it has responsibility for the furniture, fixtures and fittings hired through the Organizer or its contractors and will pay for any damage or loss thereto.

(iv) All materials used for building, decorating or covering stands must be of non-flammable material. Exhibitors must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

(v) The following are excluded from the exhibition without prior approval of the Organizer: lasers, explosives, detonating or fulminating compounds, and all dangerous or harmful substances including priming and fireworks and all such objects can only be exhibited in the form of imitations and on condition that they contain no inflammable matter.

15. The Organizer is not responsible to assist the Exhibitor in obtaining passport and visa, for entrance into the country where the exhibition is to be held. The fact that the Exhibitor is unsuccessful in obtaining these documents from the necessary government authorities will not constitute a basis for cancellation of this contract and it is clearly understood that no refunds whatsoever will be made. The Exhibitor, however, may substitute another party or company who meets the entry and government formalities necessary for entry into the country where the exhibition is to be held. Such substitution shall be the sole responsibility of the Exhibitor. The Exhibitor acknowledges that the Organizer 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. Whilst the Organizers shall act in good faith, the name of any Exhibitor which may appear on any floorplan or stand number or any statement made by or on behalf of the Organizer that any exhibitor is booked to attend the exhibition provisionally or otherwise shall not constitute any warranty, representation or undertaking by the Organizer that any such exhibitor will attend the exhibition or attend any particular location.

16. The Organizer and its respective officers, agents and employees are not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and clearing) into and out of the country or to/from the venue in which the exhibition is held. Exhibitors are urged to adequately insure all shipments.

17. The Exhibitor expressly acknowledges that this contract constitutes the entire agreement between the Exhibitor and the Organizer in relation to the subject matter hereof and supersedes and extinguishes any prior agreements, arrangements or understandings in connection with the subject matter hereof. No variation of or amendment to this contract shall be valid unless made in writing and signed by or on behalf of each of the Organizer and the Exhibitor.

18. Waiver

The failure of the Organizer at any time to enforce any provision of this contract or the Rules and Regulations shall not affect its rights thereafter to require complete performance by the Exhibitor, nor shall the waiver of any breach of any such provision be taken as or held to be a waiver of any subsequent breach or to be a waiver of the breach itself.

19. Exclusion of Personnel

The Organizer reserves the right in its absolute discretion to exclude or remove from the exhibition any person whose presence is or is likely to be undesirable and the Organizer may exercise such rights notwithstanding that any person is the officer, agent, employee or contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

20. Group Stands

Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by this contract and by the Rules and Regulations.

21. Data Protection

The information on the Space Application Form including any individual's name will be kept on computer and used for the purposes as registered under the Data Protection Acts.