

# MEDIA 10 EXHIBITION TERMS & CONDITIONS

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## GENERAL INFORMATION

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### 1. Definitions:

1.1 In the Contract to Exhibit and these Terms and Conditions the following definitions shall have the following meanings:

**"the Authorities"**: the relevant District or County Council or Metropolitan Borough Council or any of their departments; the relevant Fire Brigade; the relevant Police Department; The Home Office; HM Customs and Excise, and any other body or any other competent authority having jurisdiction in respect of the locality in which the Exhibition Hall is located, in respect of the Exhibition, any exhibit or service included in the Exhibition or any activity connected with the Exhibition;

**"The Build Up Period"**: means the period for setting up exhibits and stands in exhibition halls;

**"The Breakdown Period"**: means the period for removal of exhibits and stands from exhibition halls;

**"the Charges"**: all charges shown as being payable by the Exhibitor in the Contract to Exhibit;

**"the Contract"**: the agreement between the Organiser and the Exhibitor and these Terms and Conditions (with any modification as may be agreed in writing);

**"the Contract to Exhibit"**: the official Contract to Exhibit issued by the Organiser for applying for space at the Exhibition with which Terms and Conditions were issued;

**"Exhibit"**: means any article so described by the Exhibitor and permitted by the Organiser to be exhibited;

**"Exhibition Manager"**: the person or persons so designated by the Organiser;

**"Exhibitor"**: the applicant named in the Contract to Exhibit and, where the context admits, together with all its employees, servants, agents, contractors and subcontractors; and **Exhibitors** shall mean all of those entities who have a Contract to Exhibit in respect of the Exhibition;

**"Exhibitors Manual"**: the manual for Exhibitors at the Exhibition to be provided to Exhibitors by the Organisers;

**"the Exhibition"**: the exhibition means the show written on the contract and any sectional exhibition associated with it;

**"the Exhibition design guide"**: the Organiser's guide containing the Terms and Conditions detailing the aesthetic standards Exhibitors must comply with;

**"the Exhibition Hall"**: all the buildings, premises and facilities used for the purpose of the Exhibition;

**"Intellectual Property Rights"** patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all

applications (or rights to apply for and be granted) renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"Official Contractor"**: the official contractors for the provision of electrical, plumbing, stand construction and any other services, as designated by the Organiser;

**"the Organiser"**: the Organiser named on the first page of these Terms and Conditions, together with all its personnel and agents;

**"the Owner"**: all persons having any proprietary right or interest in or over the Exhibition Hall (or any part thereof) from whom the Organiser must obtain the right, and any necessary consent or approval to use the Exhibition Hall for the Exhibition; and

**"person"**: includes any individual, company, sole trader, partnership or other legal entity.

**"Visitor"**: any member of the public or the press who is visiting the Exhibition; and **Visitors** shall be construed accordingly;

**"the Stand"**: shall, unless otherwise specified, include any stand or space only site or other area made available to the Exhibitor as shown on the Contract to Exhibit. This shall include all structures, fittings and fixtures thereon;

**1.2** References to statutes or regulations shall include references to such statutes or regulations as amended, updated, consolidated or re-enacted from time to time.

**1.3** Clause headings in these Terms and Conditions are for ease of reference only and shall not be taken into account in construing this agreement.

## **2. Stand Completion:**

Space only stands will not be permitted to start to build without a 'Permission to Build & Exhibit Notice' which will be issued upon approval of stand plans.

The organiser reserves the right to insist on aesthetic changes to any exhibitor stands which it feels does meet the required design code for the exhibition. Any changes and associated cost will be paid for in full by the exhibitor.

A penalty fee of **£1000** may be levied on stands which are not ready on time. No stand may be worked on whilst the Exhibition is open. If a stand is not completed within the specified period, the Organisers reserve the right to terminate the Contract, without refund of any Charges paid and any Charges which remain outstanding shall be payable in full to the Organisers.

## **3. Passes/Tickets:**

**3.1** Passes will not be issued to any Exhibitor until they have submitted their H&S Form from the Exhibitor Manual and have paid their contract in full.

**3.2** Passes and other such items may be withheld or forfeited if the Exhibitor has not first gained their 'Permission to Build & Exhibit Notice' from the Organisers which will be issued upon approval by the Organiser of stand plans and stand aesthetics forms. This applies to all Space-Only and Shell Scheme stands.

**3.3** The Organiser will supply the Exhibitor with passes in limited quantities, based on the size and area of the Stand, admitting bona fide assistants and essential employees to the Exhibition, but the Exhibitor shall be responsible for ensuring that each pass is only used by the person to whom it was issued.

Passes are not transferable and must not be given or sold to any person who is not working on your stand. Any person/exhibitor that flouts the above will be requested to leave.

**3.4** Complimentary tickets for consumer shows are issued in good faith. Please note that resale or transfer of these tickets is strictly forbidden. Every complimentary ticket contains a serial number and if any issued tickets end up in the hands of tickets touts any remaining tickets issued to you will be cancelled, your guests face being turned away at the door, and you will face eviction from the show and possible prosecution.

## **4. Payment**

The Exhibitor shall pay the Organiser in accordance with the payment details set out in the Contract for Space. The Organiser reserves the right to refuse to let the Exhibitor onsite and occupy the Space if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Exhibitor shall pay to the Organiser in addition. Payment dates will be stated on the contract.

The Exhibitor shall pay all other sums due to the Organiser within 7 days of the date of the Organiser's invoice for each sum. All contracts signed less than 7 days before show must make payment immediately.

If the Exhibitor pays the Organiser by credit card, an administration charge of 2.2% (excluding AMEX) shall be added to the payment, which the Exhibitor shall pay in addition. A charge of 2.85% applies for payments made by AMEX.

Media 10 Limited will not accept payment by PERSONAL credit card – this includes Amex

All Exhibitors who are not domiciled in the United Kingdom shall make all payments by credit card, bank transfer or by sterling cheque or bank draft drawn on a bank in the United Kingdom.

If there is any payment still due to the Organiser less than 14 days before the opening of the Exhibition, the Exhibitor shall pay the Organiser only by same day bank transfer or credit card. The Organiser refuses to accept cheque payments less than 14 days before the show opens.

The Exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counterclaim or set-off against the Organiser.

If any payments due hereunder are not received by the due date (or upon demand where no due date is provided for), the Organiser may, at its discretion:

- (a) exclude the Exhibitor from the Exhibition; or
- (b) terminate the Contract (whereupon a cancellation by the Exhibitor in accordance with paragraph 5.1 below will be deemed to have occurred and the full outstanding amount due there under will be payable); or
- (c) charge the Exhibitor interest at the rate of 4% over the base rate from time to time of National Westminster Bank plc in respect of the period from the due dates for payment thereof until receipt thereof by the Organiser.

#### **5. Exhibitor Withdrawal/Cancellation:**

**5.1** Once the Organiser receives the completed Contract to Exhibit, the Exhibitor shall be bound to take the stand allocated, to occupy it at all times when the Exhibition Hall is open to Visitors and to pay all the Charges in respect of the Stand/Show Guide/Internet advertisement and otherwise comply with all the Exhibitor's obligations. Cancellation or withdrawal by the Exhibitor is only permitted if effected by notice, in writing, by registered mail, and as set out in this paragraph 4.1, when the following percentages of the charges shall be payable, as a cancellation fee, depending on the date of receipt of such cancellation notice:

- |  |                      |
|--|----------------------|
| a) Within 14 days of booking:                                      | 10% of total charge  |
| b) More than four calendar months prior to the date of exhibition: | 50% of total charge  |
| c) Less than four calendar months prior to the date of exhibition: | 100% of total charge |

**5.2** If any cancellation or withdrawal occurs within 30 days of the first show Open Day or if the Exhibitor's Stand is not completed by the deadline for Stand completion (as stated in the Key Matters document sent in your Welcome Pack) or the Exhibitor fails to occupy its Stand in accordance with paragraph 18, 100% of the Charges shall remain payable by the Exhibitor pursuant to paragraph 4.1, and unless the Organiser is subsequently able to re-allocate or dispose of such Stand to another Exhibitor, all costs, expenses and other amounts reasonably incurred by the Organiser in seeking to find an alternative Exhibitor and carrying out any modifications necessary to the layout and making alternative arrangements for the Exhibition as a result of the said Stand being unoccupied, shall be immediately payable by the Exhibitor to the Organiser on demand.

In the event that the Exhibitor and the Organiser agree, at the Exhibitor's request to reduce the value/size of the stand contracted for, then in the event of any subsequent cancellation or withdrawal by the Exhibitor (howsoever occurring) the cancellation fee payable by the Exhibitor shall be calculated by reference to the Charges in the original Contract to Exhibit agreed by the Organiser and Exhibitor and otherwise in accordance with clause 4 above and will reflect all cost.

#### **6. Eligibility of Exhibits/Exhibitors:**

**6.1** The Exhibitor must show the type, nature and position of all exhibits on their stand plan submission. All Exhibitors must submit stand plans or other visual reference where required.

**6.2** The Exhibitor must inform the Organiser of all of the products and services it intends to display so that these can be approved and then included by the Organiser on the Contract to Exhibit

In case of doubt the Exhibitor must consult the Organiser. Only products or services listed and fully and accurately described in the Contract to Exhibit may be displayed or included in the Exhibition. Permission in writing must be obtained from the Organiser if the Exhibitor wishes to amend or display products not already on the Contract to Exhibit— Failure to do so will result in the removal of such products without refund.

**6.3** The Exhibitor Stand aesthetics form, where applicable showing how products will be displayed on the stand must be completed returned and approved by the organiser prior to commencement of stand build. All Exhibitors must be in possession of a "Permission to Build & Exhibit Notice" prior to commencement of stand build.

#### **7. Specific Requirements of the Authorities:**

**7.1** Any Exhibitor who is proposing to have any of the following services, items or goods on their stand must first contact the show operations team at least 2 months before the show, and they will contact the appropriate Authority for clarification of the requirements and to ensure that all relevant legislation is fully understood and complied with. (See also paragraph 23) All contracts signed less than 2 months before the show must sought consent immediately.

- a) Live animals (including fish);
- b) Recorded music of any kind;
- c) Beauty products or services including, but not limited to: creams, teeth whitening services, massage, tattoos, body piercing, holistic services and spas.
- d) Food & Drink: All food providers/exhibitors and food concessions must ensure that all provisions of the Food Safety Act 1990 are complied with. Food exhibitors will also be required to adhere to the venue's policy on concessions, details will be provided in the exhibitor manual. Please contact your sales rep for the Operations Team contact details.

#### **8. Official Catalogue**

An official show catalogue will be issued. The Exhibitor consents to its particulars (including, but not limited to, the use of relevant trademarks and/or logos) being included in the catalogue but neither the Organiser nor the sponsors of the Exhibition will be liable for any omissions, mistakes or other errors in the catalogue.

#### **9. Exhibitor & Show Guide Conditions of Acceptance:**

**9.1** All advertising and promotional materials of the Exhibitor or Sponsor shall only describe the Exhibition by its official title or such other title as shall be notified by the Organiser which may include a reference to any sponsor.

**9.2** All advertising and promotional materials of the Exhibitor or Sponsor shall unless otherwise required or agreed by the Organiser incorporate a logo for the Exhibition in a form notified by the Organiser (and no other form) which form may include or incorporate a reference to or logo of any sponsor.

**9.3** The Organiser reserves the right to refuse, amend, withdraw or otherwise deal with all advertisements submitted to them at their absolute discretion and without explanation. All advertisements must comply with the British Code of Advertising Practice.

**9.4** The Organiser will not be liable for any loss or damage consequential or otherwise occasioned by error, late publication or the failure of an advertisement to appear from any cause whatsoever.

**9.5** The advertising Exhibitor will indemnify the Organiser against any damage and/or loss and/or expense which the Organiser may incur as a direct or indirect consequence of the advertising Exhibitor's advertisement.

#### **10. Attendance:**

No representation by the Organiser regarding the anticipated levels of attendance by Visitor and other Exhibitors at the Exhibition shall form a part of the Contract and whilst every effort is made to promote the Exhibition and ensure it is a success for all concerned, no guarantees or warranties will be given.

#### **11. Prior Approvals/Consents:**

Where these Terms and Conditions require the Exhibitor to apply for the Organiser's prior approval or consent, such application shall be made IN WRITING.

#### **12. Compliance with Requirements of the Authorities and the Law:**

**12.1** In addition to these Terms and Conditions, the Exhibitor must comply with the requirements of all relevant Authorities, all primary and secondary legislation, regulations, statutes, and enactment's, all requirements of the insurance policies of the Owner and the Organiser and all other provisions in force from time to time applicable to the Exhibition, the Exhibitor and/or any of the exhibits or services the Exhibitor wishes to include in the Exhibition and where applicable with any regulations issued by or requirements of the Owner in force from time to time. (Failure to comply with the Terms and Conditions will result in being removed from the exhibition for which no refund will be given).

**12.2** Exemptions from any of the Terms and Conditions may be granted only at the Organiser's discretion. NO exemption given by the Organiser will be effective unless it is IN WRITING and signed by a either the Exhibition Manager or director of the Organiser. Refunds will not be made for exclusion.

#### **13. Nature of the Contract:**

**13.1** No stand will be reserved or treated as allocated and no binding Contract shall exist until the Exhibitor has returned to the Organisers a fully completed Contract to Exhibit. No hand-written amendments to the Contract to Exhibit will be accepted and any Contract to Exhibit so amended will be null and void.

**13.2** The Contract constitutes a license to exhibit and not a tenancy. The Organiser reserves the right at any time to make such alterations to the floor plan of the Exhibition as may in its opinion be necessary in the best interests of the Exhibition and to alter the shape, size or position or space allocated to the Exhibitor (including reciting of the features). If, as a result, the space allocated to the Exhibitor shall be reduced, a proportionate allowance will be made to the Exhibitor by adjustment of the Charges. No alteration to the space allocated will be made in such a way so as to impose on the Exhibitor any greater Charges than those agreed in the Contract.

#### **14. Organiser's Liability - Cancellation of the Exhibition, Force Majeure etc:**

**14.1** The Contract shall continue in full force and effect and the Organiser shall be under no obligation to repay the Charges paid or payable by the Exhibitor and shall be under no liability to the Exhibitor whatsoever (including, without limitation in respect of any actions, claims, liabilities, damages, losses (including consequential losses), loss of sales, loss of opportunity, costs or expenses whatsoever which may be suffered or incurred by the Exhibitor whether directly or indirectly), as a result of the happening of any of the following events:

- (a) the Exhibition being abandoned, cancelled, postponed, suspended (in whole or in part) or otherwise adversely affected by reason of any act of God, war, fire, flood emergency, drought, adverse weather, labour dispute, trade dispute, terrorist act, threat of terrorism, strike, lockout, civil disturbance, riot, accident, the non-availability of the Exhibition Hall, or any other cause not within the Organiser's control;
- (b) any changes in the requirements of any Authority or the Owner in respect of the Exhibition;
- (c) any adverse publicity, criticism or adverse comment regarding the Exhibition or the Organiser made in any Newspaper or otherwise promulgated;
- (d) poor attendance at the Exhibition by Visitors and press.

If at the absolute discretion of the Organiser, the Halls shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts or threats of war or terrorism, acts of God, strikes, riots or any other cause the Organiser reserves the right (but shall not be obliged):

1. to change the location and/or date of the Exhibition;
  2. to curtail the Exhibition;
  3. to reduce the Installation Period, Open Period or Dismantling Period; or
  4. to cancel the Exhibition.
- (e) In the circumstances specified in paragraphs a, b and c of this section the parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.
- (f) If the Exhibition is cancelled in accordance with paragraph d of this section the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition including a reserve, established at the sole discretion of the Organiser, for future claims and expenses in connection with the Exhibition.
- (g) In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition the Organiser will refund to the Exhibitor all charges paid by the Exhibitor to the Organiser and the Exhibitor agrees and acknowledges that they will have no further claim whatsoever against the Organiser in respect of such cancellation.

**14.2** The Organiser shall be entitled to exercise all or any of the rights, powers or discretions conferred on it by the Terms and Conditions without assigning any reason and (unless otherwise provided) in such manner as, in the Organisers' view, is in the best interests of the Exhibition. In no circumstances shall the exercise by the Organisers of any of these rights, powers or discretions give rise to any claim against it.

**14.3** In no circumstances will the Organisers accept, sign or otherwise assume responsibility for any goods or other material on behalf of an Exhibitor or for any removal/loss of any goods or materials. This includes the Build-up and Breakdown periods.

## **15. Intellectual Property**

**15.1** The Organiser shall not be liable for any liability the Exhibitor may incur in respect of the infringement of any copyright, trade mark, service mark, patent, trade name, registered design, designs or other form of intellectual or industrial property or any know-how, inventions, formulae, confidential processes or any other protected rights, assets or interest arising out of its participation in the Exhibition. Exhibitors should seek appropriate advice as regards protection of their rights whether inside or outside the UK.

**15.2** The Exhibitor shall not acquire or receive any right, or entitlement to or in connection with the Exhibition or its name or any logo or any other Intellectual Property Rights owned by the Organiser through exhibiting in the Exhibition or through the use of any such rights in advertising and promotional materials or otherwise and undertakes to the Organiser not to seek or claim any such right or entitlement.

## **16. Application and Interpretation of and Amendments to these Terms and Conditions:**

**16.1** The Organiser reserves the right to add to, alter or vary any of these Terms and Conditions or the Key Matters either generally or in respect of one or more Exhibitors but only insofar as is necessary:

- (a) to comply with the requirements of any relevant Authority or the Owner or applicable laws, regulations or other binding requirements or obligations;
- (b) to remove any ambiguity or inconsistency;
- (c) to better protect the interests of the Exhibitors as a whole;
- (d) to ensure the smooth and efficient running of the Exhibition;
- (e) to alleviate or remove any actual or potential risk to the health and safety or any persons in the Exhibition Hall or to the Exhibition Hall or any exhibit; or to comply with any insurance policy of the Organiser or the Owner related to the Exhibition Hall or the Exhibition.

PROVIDED that such addition, alteration or variation shall wherever practicable, be effected so as to minimise any adverse effect on the Exhibitors as a whole and shall wherever practicable, be communicated to Exhibitors at the earliest opportunity.

**16.2** In the event of any dispute as to the interpretation of these Terms and Conditions as a result of their translation into a foreign language, the English version designated by the Organiser shall take precedence.

**16.3** Each Exhibitor must bring to the notice of all its employees and its agents and contractors engaged by it in connection with the Exhibition the provisions of these Terms and Conditions, and any claim arising from or affected by the failure of the Exhibitor to give such notice shall be the sole responsibility of the Exhibitor concerned and the Exhibitor shall indemnify the Organiser in respect of any such claim that may be made against the Organiser.

## **17. Disputes:**

Questions or disputes that may arise between the Organiser and Exhibitors or between Exhibitors regarding the interpretation or meaning of these Terms and Conditions or the implementation thereof and all questions or disputes not provided for by these Terms and Conditions shall be referred to and determined by the Organiser whose decision in relation thereto shall be final.

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## **OCCUPATION AND USE OF STAND**

### **18. Entitlement to Occupy Stand:**

**18.1** In no circumstances will an Exhibitor be permitted to erect or occupy its stand if the charges have not been paid in full. Should an Exhibitor be prevented from occupying its Stand for this reason, all Charges paid shall be forfeited and the balance of the Charges due shall be recoverable forthwith by the Organiser. The Organiser shall be entitled to utilise the Stand allocated to such an Exhibitor in such manner as the Organiser thinks fit, and the Exhibitor shall indemnify the Organiser in respect of any cost involved in doing so.

**18.2** All exhibits which are the property of the Exhibitor are subject to a general lien and power of sale in favour of the Organiser for all Charges or other sums due from the Exhibitor to the Organiser.

### **19. Obligation to Occupy Stand:**

**19.1** The Exhibitor shall cease to have any right or entitlement to its stand if it is not staffed and ready for the admission of Visitors one hour prior to the initial opening of the Exhibition. Any such stand may be disposed of by the Organiser. The Exhibitor shall remain liable for the full Charges for the Stand together with any additional costs, expenses or other amounts payable as a result of the Exhibitor's failure to occupy the Stand.

**19.2** On each day after the initial opening day when the Exhibition is open to Visitors, the Stand must be staffed and ready for the admission of Visitors at least 30 minutes prior to the opening time on that day. If the Exhibitor:

- (a) fails to have the Stand staffed and ready as aforesaid by the specified time, the Organiser may open the Stand up to allow Visitors to gain access and/or may require that the Stand remains closed throughout the remainder of the day; or
- (b) having opened the Stand, closes it or leaves it unattended at any time during the official opening hours of the Exhibition, the Organiser may re-open the Stand to allow Visitors to gain access and/or require that the Stand remains closed throughout the next day on which the Exhibition is open to Visitors.

Where the Organiser opens or re-opens the Stand pursuant to this paragraph it shall have no liability to man or staff the Stand and have no liability to the Exhibitor for any loss or damage that may directly or indirectly be suffered or incurred. Neither shall the Exhibitor be entitled to receive any sums by way of a refund as a result of the Organiser closing the stand in accordance with this paragraph.

**19.3** If the Exhibitor fails to open its Stand for at least one day on which the Exhibition is open to Visitors and the Organiser reasonably believes the Exhibitor may not open the Stand subsequently, the Organiser may (by notice to the Exhibitor) elect to treat the Exhibitor as having withdrawn from the Exhibition, whereupon the provisions of paragraph 4 (insofar as they relate to withdrawal by Exhibitors) shall apply, without prejudice to any other rights or entitlements of the Organiser.

**19.4** Stands must be fully and appropriately stocked with exhibits attractively displayed throughout the whole Exhibition. No exhibit shall be removed from the Stand of the Exhibitor until the Exhibition has ended, unless the prior consent of the Organiser has been obtained in writing.

**19.5** Exhibitors should refer to and comply with the 'Design Values' information in the Stand fitting Regulations section of the Exhibitors' Manual. All stands must be finished to a high standard and presented in a professional manner before the stand will be allowed to open to Visitors.

**19.6** The Organisers reserve the right to refuse a stand to open, or to impose such measures as to bring a stand up to a presentable standard, as required, to ensure that the stand is kept (in the opinion of the Organiser) within the spirit of the show.

**19.7** Any promotional staff used during the exhibition must adhere to all terms regarding occupancy of the stand and specific terms set out in the Key Matters.

## **20. Use of Stand/No Subletting etc:**

The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, divide the stand allocated to them, permit the stand to be utilised by any other person or company, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organiser.

Without the prior written consent of the Organiser, no name(s) other than that of the Exhibitor (or any persons it represents in accordance with or has borrowed equipment from, in accordance with paragraph 12.2), may be displayed on the Stand, nor may any literature or handbills in respect of any goods other than those of the Exhibitor be displayed or distributed unless otherwise specified on the Contract to Exhibit.

Exhibitors wishing to use products from other persons to enhance or complete their displays must use the products of other Exhibitors participating in the Exhibition wherever possible and as outlined in the products as per the Contract to Exhibit.

The Organiser reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment.

This Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and (where the Organiser's written consent is given) the successors and assigns of the Exhibitor.

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## **CONDUCT AT THE EXHIBITION**

### **21. Gangways/Aisles:**

**21.1** It is the responsibility of the Exhibitor to ensure that gangways adjacent to its Stand are kept free from obstruction during the whole of the time the Exhibition Hall is open for the purpose of the Exhibition.

**21.2** The Organiser reserves the right to require any Exhibitor who, in the opinion of the Organiser, is using his Stand for demonstrations in such a manner as to cause or to be likely to cause congestion in the gangways, to arrange for counters or other Stand structures to be set back up to 1.2m (4ft) from the front limit of the Stand.

**21.3** No person for whom the Exhibitor has responsibility shall:

- (a) lecture from his Stand or address Visitors in such a way as to collect a crowd in or cause congestion in the gangways. The use of rostrums is not permitted and exhibitors wishing to work from platforms greater than 100mm in height must obtain prior written approval from the organisers.
- (b) be allowed to **CANVAS** or use any of the gangways, foyer or forecourt or within a 100 metre radius of the Exhibition Hall for the purpose of exhibiting, promoting, demonstrating, selling, giving away, or advertising any goods or services or for the purpose of data collection or data research other than their own stand or designated area. Any person breaching this requirement is liable to be removed from the Exhibition Hall and refused readmission.

**21.4** In cases of serious or persistent breach of the obligations in this paragraph, the Organiser may in accordance with paragraph 45 exclude the Exhibitor or terminate the Exhibitor's Contract with immediate effect for which no refund of any kind will be given.

### **22. Displaying Promotional Material:**

**22.1** Perimeter wall banner sites will be sold at the discretion of the Organiser. The Exhibitor is not allowed to place or affix advertisements anywhere in the Exhibition Hall except on their own Stand (excluding the fascia board) which must be of a type and in a manner approved by the Organiser. The Exhibitor may not distribute advertising matter from the gangways but only from its Stand and only in relation to its own goods or services as approved in the Contract to Exhibit. The Organiser may deny the Exhibitor the right to distribute advertising matter as aforesaid if, in the Organiser's reasonable opinion, such material or the manner of its distribution is inappropriate or likely to be offensive to the Organiser, the other Exhibitors, Visitors or any third party.

**22.2** Where an Exhibitor uses the equipment of any other person on its Stand (whether to demonstrate its own products or for any other purpose) the display of the name of the person providing the equipment without prior written consent of the Organiser is not permitted, unless that person is also an Exhibitor.

**22.3** All advertising material must be produced in line with the stand aesthetics guidelines, signs and notices displayed by the Exhibitor on their stand must be printed or professionally sign written. The display of hand-written notices will not be permitted under any circumstances and the Organiser will have the right to remove any of the Exhibitor's signs or notices immediately.

**22.4** Any Exhibitor proposing to distribute balloons must obtain the Organiser's prior written consent to do so. Such consent will be granted only under the following conditions:

- (a) the balloons must be clearly identified with the name of the Exhibitor;
- (b) the Exhibitor agrees to pay the additional costs incurred by the Organiser in the daily collection and removal from the Exhibition of balloons and debris from burst balloons. Costs of £100.00+ may be imposed dependent on the number of balloons to be retrieved and any damage caused to the building's infrastructure, as a result of balloons entering the venue's air handling system.

**22.5** The distribution of any form of self-adhesive badge or sticker by the Exhibitor or any other person is not permitted.

**22.6** Shell Scheme Exhibitors are not permitted to affix or attach any item to the upright post, fascia boards or outside of their stands. This includes leaflets, signs, pricelists, goods, flags or any other item which the Organiser deems to be against the spirit of the show.

### **23. Conduct of Exhibitors:**

**23.1** The Exhibitor and all persons for whom it may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not, in the view of the Organiser cause grievance, aggression, distress or disturbance to any other Exhibitor, any Visitor, the Organiser, the Owner or their Agents or which may be an Infringement of or contravene any licence held by the Organiser or the Hall Owner or its appointed catering contractor (without limitation)

**23.2** The Exhibitor shall ensure that sound levels emitted from the Stand shall not exceed those levels which in the opinion of the Organiser would cause any disturbance to other Exhibitors or which would breach any laws, bye-laws or any other rule or regulation. The Exhibitor must not cause loud noise or obstruction or demonstration which is in the view of the Organiser unnecessary or unacceptable

**23.3** not do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Halls or to the person or property of the Organiser, Owner or any other Exhibitor or any visitor

**23.4** Any person who does not comply with the requirements of this paragraph shall be liable, at the discretion of the Organiser, to be

removed from the Exhibition Hall and refused re-admission during the period of the Exhibition without refund.

**23.5** The Exhibitor must conduct its business and distribute literature only from its Stand and must not, under any circumstances, canvas Visitors in the aisles or other part of the Halls and not take away buyers from the Halls to other business premises. A minimum of 3sqm per person stand space must be allowed.

**23.6** No Exhibitor shall allow any fish, pet or animal on their Stands without the Organiser's prior consent in writing. Exhibitors are reminded that they must comply with the requirements of the Pet Animals Act 1951, RSPCA requirements, and all other relevant Acts, and obtain all necessary licences for the sale of any animal from the relevant Authorities, in addition to any existing licences for their business premises. The Act states that an animal is any living creature having a vertebrate structure.

**23.7** The Exhibitor must ensure that all persons employed or engaged to work on its Stand present a clean and tidy appearance and maintain a polite and sober demeanour at all times. The Organiser may confiscate the pass of and exclude from the Exhibition any person not conducting himself in the required manner. Any person deemed to be intoxicated in the opinion of the Organisers will be removed from the Exhibition.

**23.8** Any Exhibitor making cash sales from its Stand must use cash tills. No bum-bags, cash aprons, etc., are permitted without the written permission of the Organisers in advance.

**23.9** The Exhibitor's attention is drawn in particular to the requirements of the Health and Safety at Work etc Act 1974 and the Environmental Protection Act 1990 which are to be complied with at all times and in all respects.

**23.10** Exhibitors must not change their Company Name without notification to, and agreement in writing from, the Organisers, who may or may not give their consent without reason or claim.

**23.11** provide at the Organiser's request a Sustainability Statement in relation to Exhibits that will be shown by the Exhibitor at the Exhibition

**23.12** Trading Standards laws must be upheld by all Exhibitors, and it is a condition of entry into the show that Exhibitors breaking any law or Trading Standards requirements shall absolve the Organisers of any claim or legal action that the Exhibitor may face.

**23.13** The Organisers decision is final in all cases. By signing the 'Contract to Exhibit' all Exhibitors agree to this fact.

#### **24. Sales of Goods and Acceptance of Deposits:**

**24.1** Exhibitors offering goods for sale must hold a sufficient stock of such goods to meet all reasonable demand. If, through unforeseen circumstances, Exhibitors are unable to meet the immediate public demand for their goods the Organiser must be informed of this fact immediately and customers at the Exhibition must be notified that such is the case when orders are taken. Unless the Organiser's consent in writing is obtained, further orders shall not be taken. Payment must not be accepted for goods that cannot immediately be delivered unless customers are fully informed of the period of delay.

**24.2** Whilst the Organiser does not object to the Exhibitor receiving payment in advance or deposits on any order, the Organiser reserves the right at its discretion without giving any reason and without incurring any liability at any time to require the Exhibitor to refrain from taking any, or any further, payments in advance or deposits either altogether or until the Exhibitor shall have deposited with the Organiser such a sum which is in the opinion of the Organiser sufficient to refund any payments in advance or deposits which the Exhibitor has received or is likely to receive. If the Exhibitor is required to make such a deposit, but fails within such period as the Organiser may stipulate to deposit the required sum, the Organiser may (without prejudice to all accrued rights of the Organiser), exclude the Exhibitor from the Exhibition.

**24.3** The full legal name and title of the Exhibitor, together with the permanent and any registered office address and exhibition stand number must appear on every receipt given for all sales at the Exhibition.

#### **25. Dangerous Materials , Working Machinery, Moving Exhibits & Hot Items:**

**25.1** No candles, naked flames, oil lamps, temporary gas or electrical fittings may be used in the Exhibition Hall unless the prior consent in writing of the Organiser is obtained.

**25.2** No poisons, petrol, corrosive chemicals, compressed gases including LPG, flammable substances or other dangerous substances or materials are allowed into the Exhibition Hall.

**25.3** The Exhibitor must conform to and observe all COSHH regulations and requirements concerning dangerous materials and substances as laid down by the Authorities and comply with all applicable laws.

**25.4** Non-flammable materials such as silk must be used for lamp shades and ordinary cotton or paper lampshades must not be used with lighted lamps. Celluloid or any other flammable exhibits may only be shown under special conditions approved in writing by the Organiser, and only then in limited quantities.

**25.5** All moving parts of machinery must be adequately guarded at all times. All such machinery must be clearly shown on stand plans and submitted for approval.

**25.6** Moving machinery shall, at the expense of the Exhibitor, be installed and fitted with adequate protection, to the satisfaction of the Organiser and the Owner.

**25.7** If such machinery is, in the opinion of the Organiser, dangerous, noisy or is likely to cause annoyance to other Exhibitors or to Visitors, it shall be switched off or removed on request by the Organiser.

**25.8** No motors, engines, furnaces, contrivances or power-driven machinery may be exhibited in operation without adequate protection against fire and other risks unless approved by the Organisers Health & Safety Manager in writing after a suitable and sufficient Risk Assessment has been undertaken. Such permission may be withheld or withdrawn at any time should such operating exhibits be of a nature likely to cause danger, annoyance or inconvenience to other Exhibitors or Visitors.

**25.9** Safety devices and/or safety guarding may only be removed after permission in writing has been received from the Organisers, and only when the machinery is not in operation and made safe. In such cases the machinery must not be connected to a source of power and such guards removed only for the purpose of showing a Visitor the design and construction of the uncovered part or parts. In such a case however, the safety devices which are removed must be placed immediately beside the machine and replaced as soon as possible. The machinery must then be inspected by the Organisers Safety Manager prior to energising.

**25.10** Any demonstrations with hot items or surfaces that are hot, such as cookers, ovens, hotplates, cooking utensils, etc, must be adequately guarded at all times. Visitors must be physically unable to touch such items on any stand, and must be protected against any hot liquids and oils that may be emitted by any such demonstration. Permission must be given from the organisers for such demonstrations.

**25.11** Candles and other naked flames are not permitted due to the danger of fire. Battery-powered fake candles should be used as an alternative in all cases. Should an Exhibitor wish to use candles then permission in writing from the Organisers must be gained prior to their use.

**25.12** If permission in writing has been gained to use candles, then all candles must be: a) On a heat-proof surface; b) Unable to topple over; c) At least 0.5m away from any wall or surface; d) At least 1m away from any aisle; e) at least 1.0m above the hall floor or stand platform; f) positioned so as to be unable to come into contact unintentionally from any Visitor. Please also note that the Exhibitor must include these safety control measures within their Risk Assessment, must know the Emergency Number to call, and must have a fire blanket and fire extinguisher on their stand.

## **26. Video and Cinematograph Displays, Sound Amplification, Performing Rights and Copyright:**

**26.1** No playing of any hi-fi, or radio or display of any video or cinematograph film, in any format including digital formats, or other form of visual reproduction or amplification shall be permitted on stands without the Organiser's prior approval in writing. This is for the purposes only of being satisfied that the equipment is technically sound and that it complies with the owner's regulations.

**26.2** No microphones, or sound amplification, or use of a public address system is permitted at the Exhibition.

**26.3** The Organisers reserve the right to position, re-position or prevent any demonstration that is causing a nuisance, disruption, or blocking the aisles whether the Exhibitor is using a PA System or not.

A PRS licence (Performing Rights Society) is required when the Exhibitor proposes live performances, use of public address systems or other forms of visual reproduction and/or amplification. It is the personal and sole responsibility of the Exhibitor at its own expense, to obtain all appropriate licences from (but not necessarily limited to) the Performing Rights Society Ltd, at Copyright House, 29-33 Berners Street, London W1T 3AB (Tel: 020 7580 5544) Email: [live.musiclicence@prs4music.com](mailto:live.musiclicence@prs4music.com)

**26.4** Phonographic Performance Limited (PPL). A PPL Licence is required when the Exhibitor proposes to play any hi-fi, or radio and where the Exhibitor intends to use audio and visual equipment for the purpose of playing sound recordings, showing films and receiving visual images or sounds conveyed by electronic means whether by means of TV, video, records, CDs, Cassettes or other electronic means. A PPL Licence order form will be available in the show manual.

**26.5** Any consent given under clause 25.1 is subject to the express condition that the Exhibitor has or will obtain the appropriate licences under clause 25.3 and 24.4 and the Exhibitor hereby agrees to indemnify (on a full indemnity basis) the Organiser from and against all claims, demands, and liability which the Organiser may incur or suffer as a result of the Exhibitor's failure to obtain appropriate licences and/or to comply with the Copyright, Design and Patents Act 1988.

**26.6** Upon demand from the Organiser the Exhibitor shall forthwith produce the licences required under paragraphs 25.3 and failure to do so will entitle the Organiser to cancel any consent it has granted under clause 25.1 and remove any audio and visual equipment from the Exhibitor's Stand. The Exhibitor shall comply with all relevant provisions of the Copyright, Design and Patent Act 1988.

## **27. Demonstrations:**

**27.1** An Exhibitor wishing to carry out demonstrations on its Stand must obtain prior written consent of the Organiser. Such consent must be sought in writing at least 1 month prior to the opening of the Exhibition, giving details of the intended demonstration. All contracts signed less than a month before the show must sought consent immediately. All demonstrations or efforts to advertise, promote sales and operate exhibits must be conducted so as not to cause any annoyance or inconvenience to other Exhibitors or any Visitors. Any such activity, which in the opinion of the Organiser is dangerous, causes annoyance to any other Exhibitor or Visitor or is otherwise inappropriate will be prohibited. The Organiser may, in the case of serious or persistent breach of this requirement, in accordance with clause 44, exclude the Exhibitor or terminate the Exhibitor's Contract with immediate effect for which no refund will be given.

**27.2** Demonstrations involving Visitors or Member of the Public – please see clause 29 herein.

## **28. Food and Drink:**

**28.1** Food drink tobacco and/or refreshments must not be distributed, served, sold, given away or samples supplied to Visitors from the Stand or any other part of the Halls unless the written consent of the Organiser has been obtained. Such consent must be sought in writing at least 1 month prior to the opening of the Exhibition, giving full details. All contracts signed less than a month before the show must sought consent immediately. Any Exhibitor selling or otherwise providing food and/or refreshments to persons visiting the Exhibition must comply with the provisions of the Food Safety Act 1990 and all other relevant legislation and regulations and the requirements of all relevant Authorities.

Retail: No retail sales of intoxicating liquor may be made by the Exhibitor unless prior consent in writing has been obtained from the Organiser at least two months before the opening of the Exhibition. All contracts signed less than 2 months before the show must sought consent immediately. In accordance with The Licensing Act 2003, exhibitors either selling or sampling alcohol will require a Personal Licence issued by the relevant Local Authority. This licence must be submitted in advance of the first date on which the Exhibition is open to Visitors for approval and also be available for inspection on-site or you will not be permitted to open your stand.

**28.2** Where food or drink is sold or otherwise supplied from the Stand in cartons or bottles or other disposable container or wrapping, the Exhibitor must provide a container or containers of adequate size on the Stand for the disposal of empty cartons, bottles, etc. The Exhibitor is responsible for the periodic emptying of his own container or containers and must keep the area clean and tidy and free of debris.

## **29. Competitions:**

**29.1** The primary purpose of the Exhibition is the display and promotion of exhibits and services and not the compilation of mailing lists or other compilations of names, addresses, telephone numbers or other means of contacting any person or company.

**29.2** The prior written consent of the Organiser must be obtained prior to any competition, raffles, prize draw, lottery or similar activity which allows the compilation of mailing lists or other such competitions.

**29.3** Any competition, raffle, prize draw, lottery or similar activity shall not be incidental to the Exhibition and while mailing lists and other compilations may be compiled from details of entrants, for the Exhibitor's own purposes (and not for transfer or sale to any third party) the making of such mailing lists or other compilations must be ancillary to and not the primary purpose of the Exhibitor taking part in the Exhibition.

**29.4** Any Exhibitor wishing to hold any such competition, raffle, prize draw, lottery or similar activity must give notice in writing to the Organiser at least 1 month prior to the opening of the Exhibition, giving details thereof and evidence to satisfy the requirements of this paragraph. All contracts signed less than a month before the show must sought consent immediately. The Organiser may withhold consent in respect thereof if not reasonably satisfied that the Exhibitor has complied with this paragraph or if the same is not conducted in accordance with the description supplied is incomplete or inaccurate. The Organiser reserves the right to withdraw any consent granted under this paragraph if its provisions are subsequently not met, whereupon such competition, raffle, prize draw, lottery or similar activity shall not take place and any entry forms received shall be surrendered to the Organiser.

**29.5** All competitions, raffles, prize draws, lotteries or similar activities shall be drawn on the final day of the Exhibition by or in the presence of an authorised representative of the Organiser and full details of the winner shall be notified to the Organiser in writing immediately following the draw or the judging of any competition. Exhibitors are reminded that they are responsible for compliance with the Lotteries and Amusements Act 1976 and the Gaming Act 1968 and any other relevant legislation and regulations thereunder.

**29.6** Any demonstration or competition involving Visitors, especially where physical activity is involved, eg: rowing machines, winch-grinding, exercise bikes etc, must first gain written approval from the Organisers. The official 'Visitor Participation Form' should be used, although the Exhibitor is free to create their own version of this form. Please note that simple 'Disclaimer' forms or notices are neither permitted to be used, or able to protect the Exhibitor against a Claim in the event of an accident resulting in a loss or injury.

### **30. Insurance & Risk:**

**30.1** Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise), arising in connection with the erection and dismantling of the Exhibitor's Stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or during the construction and dismantling periods arising directly or indirectly by the act, omission or neglect of the Exhibitor or from any exhibit, article or thing in the possession or use of or under the control of the Exhibitor.

**30.2** Each Exhibitor exhibits entirely at its own risk and responsibility and should ensure that it takes out and maintains insurance to cover its losses or liabilities arising out of or in connection with the Exhibition.

**30.3** The Organiser will take such precautions as it may consider appropriate for the proper running of the Exhibition, but will not at any time be responsible for the loss of, or damage to, or safety of any Stand, Exhibit, materials or other property of any Exhibitor or any other person under any circumstances.

**30.4** All Exhibitors must obtain their own insurance against all relevant risks. In any event, each Exhibitor must hold: Public Liability policy of insurance to cover its legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the venue for a limit of at least £2,000,000.

Or in each case, such other amount as the Organiser may require. All such policies of insurance shall be produced to the Organiser at least 24 hours prior to trading and if the exhibitor persistently fails to produce the same, the Organiser may arrange cover on the exhibitors behalf and charge the exhibitor for all costs thereby incurred. All insurances must be received prior to going onsite.

**30.5** The Organiser may arrange for Exhibitors to be offered an optional insurance policy, details of which will appear in the Exhibitor's Manual. Such policy is not endorsed or otherwise recommended by the Organiser and its appropriateness for the Exhibitor must be assessed by the Exhibitor.

**30.6** If you have elected to purchase the optional insurance and your insurance participation fee has been paid to Media 10 Limited you benefit from the protection underwritten by Chubb Insurance Company. This cover applies to UK and Overseas exhibitors except exhibitors based in Cuba, Iran, Syria, North Korea, North Sudan and Crimea. It is mandatory to have the minimum insurance described below, to participate at the event. You should consult your own insurance advisor should you have any doubts about the suitability of this protection for your needs. No refunds shall apply during or post trading.

A summary of the optional exhibition insurance coverage is detailed below. If you have any questions, please contact James Hallam on 01245 204572

General Information: Please note that our terms and conditions require you to carry a £2m limit of Public Liability Insurance. This is not the same as Employers' Liability insurance, which is mandatory in the UK. It is the responsibility of the Exhibitor to ensure that it takes out and maintains insurance to cover its losses or liabilities arising out of or in connection with the Exhibition including:

- (i) insurance of the Exhibitor's property;
- (ii) liability for injury sustained by employees including agency and freelance staff or third parties;
- (iii) liability for loss or destruction of or damage to property of the Venue, the Organisers and any third party; and
- (iv) insurance against losses arising out of the cancellation of the Exhibition due to causes beyond the control of the Organisers

You may already have Public Liability cover, however it is important to note that not all business policies offer cover for organised events taking place outside your business premises. If in doubt you should consult your insurance provider.

We wish to draw your attention to our policy which is arranged via James Hallam and includes the following cover:

#### **Exhibition Expenses:**

Standard Limit £20,000

Covers loss of irrecoverable expenses sustained as a result of the cancellation, abandonment, postponement or curtailment of the event; the inability to open or keep open your exhibition stand or space due to damage to the event venue or your exhibits; late or non-arrival of your exhibits or their arrival in a condition unsuitable for exhibiting due to any cause beyond your control or that of the organiser; failure to vacate the venue by the agreed date from any cause beyond your control or that of the organiser

#### **Exhibition Property:**

Standard Limit £20,000

Physical loss of or damage to your exhibition stand or shell, all exhibits, display material, furniture and all other property to be contained on your exhibition stand whilst contained within the venue or in transit to and from the venue. Single article limit of £1,000 for any articles containing precious metals or precious stones, furs, antiques, objects d'art, fine arts or other collectors' items

#### **Exhibitor Liability:**

Standard Cover £2,000,000 any one occurrence

Legal liability of the exhibitor to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party or damage to their property at the venue

Any articles containing precious metals or precious stones, furs, antiques, objects d'art, fine arts or other collectors' items are subject to a single article limit of £1,000 unless disclosed to and accepted by the insurance company.

Our Insurance is underwritten by Chubb Insurance Company of Europe S.E. but arranged via James Hallam Ltd, Saxon House, Duke Street, Chelmsford, Essex CM1 1HT. We strongly recommend that you ensure the limits and scope of protection are sufficient as this is a non-advised sale supplied for you to comply with contract conditions. If the standard cover limits are not sufficient for your needs and you require additional cover please contact James Hallam for a quote.

If you have any queries regarding the insurance cover provided please speak to James Hallam direct on 01245 204572 A member of their team will be happy to assist.

If you decided not to purchase our insurance, please bring your Insurance Validation Certificate together with a copy of renewal confirmation if your insurance has renewed in the intervening period. You may be required to prove this to the Venue Operator (or one of our representatives) and failure to produce the documentation at the time may result in access to the venue being refused.

If you decided not to purchase our insurance you are required to submit proof of your Insurance Validation Certificate within 14 days

of signing your contract. All contracts signed less than 14 days prior to the show are required to submit their insurance within 24 hours of signing the contract. All insurances must be received prior to going onsite. Failure to remit a valid insurance certificate which is in date, has a value of £2,000,000 liability and is in the same company name as your contract will result in us charging £150 for the optional insurance.

### **31. Approval of Exhibits:**

**31.1** The Exhibitor must satisfy itself that its exhibits and/or products comply in all respects with these Terms and Conditions and all applicable requirements of the Authorities. The Organiser reserves the right to reject for inclusion or, at any time before or during the Exhibition to require to be removed any exhibit and/or service:

- (a) which was not fully and accurately described in the 'Contract to Exhibit' and whose inclusion would not have been permitted had it been so described; Hand written additions and/or amendments will not be accepted.
- (b) which in the view of the Organiser does not comply with these Terms and Conditions.
- (c) which in the view of the Organiser, or which the Owner or the Authorities states is unsafe or unsuitable for inclusion in the Exhibition or on the stand allocated; or
- (d) which in the Organiser's opinion is not relevant to the Exhibition and for which no refund will be made.

The decision of the Organiser as to such exclusion and/or removal of exhibits will be absolutely final and binding.

**31.2** No Exhibitor may exhibit, demonstrate, sell, give away or advertise any goods, services or literature relating to goods or services which are not its property or which it is not entitled to advertise demonstrate, promote or sell.

**31.3** Where an Exhibitor is the selling agent in the United Kingdom for another person and intends to exhibit such person's products, it must state on the 'Contract to Exhibit' such person's name and products and undertakes only to exhibit its own and such other person's products.

**31.4** Whenever any Exhibitor advertises, promotes or sells its products or services at or in conjunction with the Exhibition (whether directly by the Exhibitor through any agent or any other person) the Exhibitor must ensure that the same is carried out to the reasonable satisfaction of the customer (or would be customer) and in compliance with all applicable laws and requirements of all relevant Authorities.

**31.5** The space only stand approval process and the exhibitor aesthetic approval process relate to health and safety, structural calculations and aesthetic stand design approval only. They do in no way approve the exhibitor's product, services, content and imagery used on their stand which must match those detailed on your stand booking contract.

### **32. Fire Precautions:**

The Exhibitor shall observe and comply with all the requirements of the Organiser, Fire Officer and the Authorities in relation to fire precautions, including (without limitation) the following:

- (a) All Exhibitors (space-only and shell) should undertake the 'Simple Fire Risk Assessment'. Exhibitors with a space only stand should submit this along with their main risk assessment, method statement and HS1 form.
- (b) Fireproofing: All display material must be made from fireproofed materials to the satisfaction of the Authorities. Cloth materials used in the decoration of stands must be non-flammable and stretched against solid backing. Counter backs and curtains shall be at least 150mm clear of the floor.
- (c) Inflammable substances: Explosives or inflammable substances may not be exhibited or brought into the Exhibition Hall without the prior approval in writing of the Organiser. Articles containing celluloid may only be shown in glass showcases or if otherwise protected from risk of fire in an approved manner.
- (d) Naked Lights: no candles, naked lights naked flames, smouldering products or lamps may be used during the period of the Exhibition or the periods of Build-up and Breakdown, except with the prior consent in writing of the Organiser, after obtaining the approval of the Authorities and the Owner. See 'Hot Items' previously.
- (e) Fire Extinguishers: These will be placed strategically around the hall. They must not be hidden, tampered with or moved save in an emergency.
- (f) Exhibitors should bring along to the show at least one suitable fire extinguisher for their stand.

The Exhibitor must comply with all statutory local and other regulations or requirements and bye-laws which affect or apply to the Exhibition or the Halls and in particular any fire regulations. All materials used on the Stand must be non-flammable.

The Exhibitor must comply with and observe the Additional Regulations and Stand Fitting Regulations copies of which are available from the Organiser and all other instructions and regulations laid down by the Hall Owner and the Local Authority from time to time. An Exhibitor committing a breach of any of the above provisions will be liable for all claims; loss and damage thereby caused and will indemnify the Organiser and the Owner in respect thereof.

**32.1** In accordance with English and Scottish Law, no smoking is permitted in any Exhibition Halls at any time whatsoever

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## **SERVICES**

### **33. Catering/Entertaining:**

**33.1** Other than in respect of the stands designated for the provision of food or in respect of samples, all articles for human consumption, whether for eating or drinking within the Exhibition Hall or which are dispensed or given away must be obtained from the official caterers. The Official caterers have an office in the Exhibition Hall where orders may be placed for Exhibitors' requirements.

### **34. Rubbish:**

**34.1** The Exhibitor is responsible for ensuring that their Stand and exhibits are maintained in a clean state throughout the period of the Exhibition. Cleaning and Stand maintenance must take place outside of the opening hours of the Exhibition. The Exhibitor may use the Official Cleaner, but must make its own arrangements with and shall be solely responsible for the costs incurred by using the Official Cleaner.

**34.2** Exhibitors must remove their own items, exhibits, stand fittings rubbish and waste, by no later than the end of Dismantling Period. Any food waste, cooking oil, bread baskets, walling, panels, wood, carpet, carpet tape or other surplus items left by the Exhibitor or Contractor will result in the Exhibitor having to pay an excess cleaning charge for the disposal of such items.

**34.3** In the general interest of the Exhibition, Exhibitors must ensure their Stands are at all times kept clean and free of rubbish to the satisfaction of the Organiser. Rubbish, empty cartons or packing material must be deposited in the gangways as early as possible, but in any event, no later than 45 minutes before the exhibition is opened to the public.

**34.4** Where the supply of food or drink is permitted, Exhibitors must provide suitable number of rubbish bins within the boundaries of their own stand without obstructing any aisle or causing a slip, trip or fall hazard, for the disposal of rubbish.

### **35. Other Services/Failure of Services:**

**35.1** Other than in respect of cleaning, site only stand construction and shell stand interiors, the Exhibitor may only use the Official Contractors for services as detailed in the Exhibitor Manual.

**35.2** The Organiser will seek to ensure the supply of the services specified in the Exhibitor's Manual, but where the supply of such services is not within its reasonable control, the Organiser shall not incur any liability to any Exhibitor for any losses, costs or damage if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any rebate or allowance in respect of Charges due or paid under the Contract.

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## **STAND DESIGN AND CONSTRUCTION**

### **36. Shell Stands**

**36.1** Shell stands will be provided by the Organiser and will be in accordance with the specification given in the Exhibitors' Manual, which will be sent to all Exhibitors. The conditions governing the carrying out of all additional construction work, with which the Exhibitor must comply, are also contained in the Exhibitors' Manual.

**36.2** All additional stand fitting must be contained within the stand structure i.e. No fittings may exceed the height of the floor level to the underside of the shell scheme ceilings.

**36.3** Exhibitors are required to have adequate lighting on their stand to sufficiently light their stand and products. Shell scheme exhibitors are required to have 1 x track of 2 spot lights for every 9sqm. Failure to do so will result in you not being able to trade until you have purchase sufficient lighting from our specified electrics contractor. The organiser will have no obligation to repay the charges and shall be under no liability to the exhibitor if their stand is closed.

**36.4** If you are bringing your own lighting it is your responsibility to contact the official electrical show contractor to order power for these light fittings or complete the relevant form in the exhibitor manual. Power can only be ordered through the official electrical show contractor and onsite rates are substantially higher than in advance. You will be liable for payment of this power. If you do not supply lighting, fittings and a mains cable will be added to your stand at the full list price plus a onsite surcharge and payment will be required onsite by credit card. Failure to pay the lighting install charge will result in your stand being shutdown. No stand contract refund will be issued.

**36.5** No exhibits, displays, signs or advertising material may be fixed to or suspended from the shell stand fascia or from any point on the ceiling of the Stand within 1/2 metre from the fascia except where the prior consent in writing of the Organiser has been obtained.

**36.6** All stand sizes are approximate as detailed in the Contract to Exhibit and no variation from the amount invoiced will be considered.

**36.7** No Rigging of banners, lighting rigs or use of drop wires above stands is permitted without prior consent of the organiser and shall be restricted to areas of the exhibition hall as not to cause conflict with the central and show features.

**36.8** Full plans showing how products will be displayed and exactly how the stand will look and be dressed, must be returned to the organiser and must be approved by the organiser in writing as being compliant with the Exhibitor design guide before build/stand dressing may commence. Plans should be submitted to the organisers at least 2 months prior to the opening of the exhibition. All contracts signed less than 2 months before the show must sought consent immediately.

### **37. Space Only Sites:**

**37.1** Exhibitors must make their own arrangements for design, construction and demolition of stands for space only sites and may use either the official contractor or a contractor of their choice. Full contact details of the chosen contractor must be forwarded to the Organisers along with stand plans. The Exhibitor must submit detailed stand plans and colour visuals to include; positions and dimensions of constructed walling/units, structural calculations (if required), details of stand construction materials to be used, elevations, method statements, risk assessments and layout of exhibits, construction phase plan. Exhibitors must satisfy the Organiser through risk assessment that the erection and demolition can be carried out safely within the allotted time and that the safe running of the stand during the show open period has been assessed. Stand plans should be submitted to the organisers at least 2 months prior to the opening of the Exhibition. All contracts signed less than 2 months before the show must sought consent immediately.

**37.2** Full plans showing how products will be displayed and exactly how the stand will look and be dressed, must be returned to the organiser using the exhibitor aesthetics form and must be approved by the organiser in writing as being compliant with the Exhibitor design guide before build/stand dressing may commence. Plans should be submitted to the Organisers at least 2 months prior to the opening of the exhibition. All contracts signed less than 2 months before the show must sought consent immediately. If the standards as set out in the Exhibitor Aesthetics design code are not met the Organiser reserves the right to terminate the contract in line with the terms as set out in clause 45. Completed forms should be returned via the online Exhibitor Manual.

**37.3** Space Only sites can only be obtained with a minimum size of 20 square metres (unless written approval has been given). Any stand smaller than this will be compulsory Shell Scheme.

**37.4** No aluminium/octanorm or other metal stand fitting systems are permitted in the Exhibition without the prior written consent of the Organiser.

**37.5** It is the responsibility of the Exhibitor to submit plans, visuals and structural calculations in order that the Organisers may apply to the necessary parties (e.g. structural engineers, venue management or local authority) on their behalf. The Organiser shall have no liability to the Exhibitor if approval of any Stand cannot be obtained or is not obtained in time for the Stand to be ready for the Exhibition. Such consent is required where an Exhibitor intends to erect any stand, which is deemed to be structurally complex. A stand is structurally complex (by way of example only) if the stand or any part of the stand or exhibit:

- (a) is multi-storey
- (b) is 4m or above in height
- (c) contains stairs or staircases
- (d) contains platforms over 100mm in height
- (e) contains provision for a seated audience
- (f) has a travel distance greater than 12m
- (g) requires foundations, cutting or fixing to the floor

**37.6** Four copies of plans with structural calculations must be submitted to the Organiser at least two months before the Exhibition opens. All contracts signed less than 2 months before the show must sought consent immediately.

**37.7** All Stand structures must be finished to present a clean appearance from gangways and adjoining Stands. The minimum height for all walls is 2.5m (*to be confirmed via the Exhibitor Manual*). Any Exhibitor erecting a stand over 2.5m in height is responsible for ensuring that the rear of any dividing wall over this height is finished and decorated.

**37.8** No scaffolding or shell scheme may be used to construct a Stand.

**37.9** No Rigging of banners, lighting rigs or use of drop wires above stands is permitted without prior consent of the organiser and shall be restricted to areas of the exhibition hall as not to cause conflict with the central and show features.

**37.10** Solid walls on the perimeter of space only sites are not permitted where facing other stands, or in certain restricted positions indicated on the Exhibition floor plan. Long runs of walling should also be avoided and full details of any walling should be included in the space only stand plans submitted to the organisers prior to the Exhibition.

**37.11** If the Exhibitor has failed to comply with the Rules & Regulations or requirements of the Owner, Authorities, Structural Engineer or Organisers in respect of any aspect of plan submission or stand construction/demolition, the Organiser may prevent work from commencing or from being carried out on the Stand by or on behalf of the Exhibitor and may remove any partially or fully built stand and any exhibits from the Exhibition, or terminate the Contract as per clause 14. See exhibitor manual for full walling rules. The organiser will have no obligation to repay the charges and shall be under no liability to the exhibitor if their stand is closed.

**37.12** All Stands must have adequate lighting.

**37.13** No mobile units or trailers may be used in the construction of any stands without prior written consent of the Organisers.

**37.14** All Exhibitors with Stands on the ground level, must ensure that the top of their Stands have a clean finish ceiling when viewed from above (i.e. no wire, fittings or unfinished timber should be visible).

**38.** If your Space Only stand backs onto another exhibitor you are responsible for building your own dividing wall. See manual for further details.

### **39. All Stands**

The following shall apply in respect of the design or construction of all types of Stands as set out in your exhibitor manual :

- (a) the prior approval in writing of the Organiser must be obtained for enclosed Stands at least two month before the opening of the Exhibition;
- (b) special attention must be given to the exterior design of partially or totally enclosed Stands and exteriors should have walls relieved by display items. Walls may not be left in plain colours and display or other items attached must not project over the frontage of the space taken by the Exhibitor;
- (c) the Organiser may, at the expense of the Exhibitor, remove or alter anything in, on or forming part of any Stand or display if, in their opinion, this is necessary to comply with these Terms and Conditions or it is desirable to do so in the interests of the Exhibition;
- (d) all electrical installations and plumbing must be carried out by or inspected for approval by the Official Contractor for the area in which the Stand is situated. Exhibitors are liable for any water leaks or damage caused to the venue if installations are not carried out by the Official Contractor;
- (e) where illuminated displays are used on stands, the lighting thereof shall be of sufficient power to light only the display and must not cause a spill of light on to neighbouring stands. No flashing lights will be permitted other than for safety reasons. The Organiser reserves the right to disconnect the electricity supply to any illuminated fascia which in their opinion is causing a nuisance to any other Exhibitor or any Visitor;
- (f) the Exhibitor will be responsible for any charges of the District Surveyor or any other Authority that may be imposed in connection with inspection of its stand design or construction.
- (g) The organiser may, at the expense of the Exhibitor, remove or alter anything in, on or forming part of any stands or display if, in their opinion, this is necessary to comply with the exhibitor aesthetics design code or it is desirable to do in the interest of the exhibition.
- (h) No Rigging of banners, lighting rigs or use of drop wires above stands is permitted without prior consent of the organiser and shall be restricted to areas of the exhibition hall as not to cause conflict with the central and show features. No floor to ceiling rigging is allowed
- (i) The Organiser shall appoint an official contractor for electrical work on all Exhibition Space. The Exhibitor shall be responsible for settling all accounts directly with such contractor.

### **40. Fixing of Carpets**

The only method by which carpets or other floor coverings may be fixed on the floor of the Exhibition Hall is by backing tape of a brand approved by the venue, who holds a list of approved brands. All costs of removal of glue or unapproved backing tape shall be paid by the Exhibitor.

### **41. Employment of Labour**

**41.1** No unapproved contractor or persons under the age of 16 shall be permitted to enter the Exhibition Hall.

**41.2** The Exhibitor shall procure that all its contractors comply with these Terms and Conditions, all requirements of the Authorities and the Exhibitors' Manual.

**41.3** The Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise) arising in connection with any actions taken by or omissions of its contractors, whether or not pursuant to instructions from the Exhibitor. Accordingly, all Exhibitors are strongly advised to ensure that their contractors have insurance against all relevant risks, to include Public Liability policy of insurance to cover its legal liability for negligence with minimum cover of at least £2 million in respect of any injury or damage.

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## **AFTER THE EXHIBITION**

It is essential that the Stand is dismantled and the Exhibition Hall cleared within the strict timetable imposed by the Organiser.

### **42. Removal by Exhibitors**

**42.1** Exhibitors are responsible for the complete removal from the Exhibition Hall of all exhibits, i.e. Stands built on space only sites goods and materials used by them, together with all waste and rubbish, in accordance with the directions of the Organiser. Should any Exhibitor fail to remove any of the foregoing within the time stipulated in the Exhibitors Manual, then the Organiser shall be entitled but not obliged to remove and dispose of such materials without liability to the Exhibitor, who shall be liable for and indemnify the Organiser in respect of all liabilities, costs and expenses thereby suffered or incurred and the Exhibitor shall also indemnify the Organiser in respect of any claim or liability suffered or incurred by the Organiser for failure to give possession of all or any part of the Exhibition Hall to the owner on the due date.

**42.2** The Organiser reserves the right to specify the time at which individual Stands and exhibits shall be removed.

**42.3** Notwithstanding instructions issued specifically for the closing night of the Exhibition, the security of exhibits, Stands, furniture and all property of Exhibitors at all times including during the dismantling period is wholly the responsibility of the Exhibitor and the Organiser will not be responsible for any loss or damage suffered or incurred.

### **43. Dilapidations**

**43.1** The Exhibitor is responsible for the cost of making good, restoring or renewing all damage or dilapidations to the Exhibition Hall or any part thereof, caused by the Exhibitor or any person employed or engaged on its behalf or any Visitors to its Stand. Dilapidations include (by way of example only) marks caused by paint, distemper, mortar or any other adhesive substance (including carpet tape - see above: paragraph 33 ); bolt, screw or nail holes, battens, boarding or any other material or substances attached or adhering to walls, floors or any part of the building; loose wire, waste, rubbish or other items left behind. The cost of making good will be assessed by the Organiser or the Owner and charged to the Exhibitor by the Organiser. In their own interests Exhibitors should satisfy themselves as to the condition of their site, both before stand erection and after clearance.

**43.2** Exhibitors occupying shell Stands are also responsible for the cost of making good, restoring or renewing any damage or dilapidations to shell Stand structures, floor coverings, light fittings, or any part thereof, whether caused by themselves or by any person or persons employed or engaged on their behalf or Visitors to their Stand. The cost of making good any damage will be assessed by the shell Stand contractor and advised to the Exhibitor and paid forthwith by the Exhibitor.

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## **MISCELLANEOUS**

### **44. EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY**

All Exhibits, fittings and all other items brought into the Exhibition by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible for any loss or damage to such Exhibits, fittings or items however caused.

The Exhibitor shall indemnify and keep indemnified the Organiser from and against all actions, expenses, loss, damages, costs, charges or claims (including contingent or consequential loss of profit) which the Organiser or any of its contractors may become liable for in consequence of damage or injury to any person or property occasioned by or arising out of:

- (a) any breach by the Exhibitor of any of the terms and conditions of the Agreement; or
- (b) any loss suffered by the Organiser as a result of the act, default or negligence of the Exhibitor or any of its agents, sub-contractors, invitees employees or any other person or persons under its direction or any contractor engaged by the Exhibitor; or
- (c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the Agreement.

The Exhibitor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the Stand and anything done on or from the Stand caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the Stand or by any exhibit or machinery or other item belonging to or introduced by any such person.

### **45. Exclusion from the Exhibition and Termination of Contract**

Without prejudice to any other rights, the Organiser may terminate the Agreement by notice in writing

Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the Exhibition pursuant to any provision of these Terms and Conditions or upon termination of the Contract howsoever arising and including:

- 45.1** (a) if the whole or any part of the amounts due from the Exhibitor to the Organiser are not paid within 14 days of the due dates (whether formally demanded or not) All contracts signed less than 2 months before the show date must be paid immediately.
- (b) if the Exhibitor fails to observe and fulfil any of the terms of the Agreement either prior to the event, setting up at the event or exhibiting at the event;
  - (c) if the Exhibitor shall have a receiver or administrative receiver appointed over all or any part of its assets or an application is made for the appointment of an administrator or an administrator is appointed or the Exhibitor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds of Arrangement Act 1914 applies or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankruptcy order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value

(a) the Organiser shall:

(i) at the Exhibitor's risk and expense be entitled to break open any locks, doors, night sheets, or other protective structure on the Exhibitor's Stand or any containers and to dismantle the Stand and to remove and take possession of (and if the Organiser thinks fit to place in store) any exhibits or other goods (including any stand fitting) belonging to the Exhibitor; and

(ii) to enter into a contract with some other person to occupy the Stand;

(b) the Exhibitor shall refund to the Organiser any expenses (including storage charges) which the Organiser may have suffered or incurred as a result of such exclusions or termination, and the Organiser shall have a lien on all exhibits or other goods taken into its possession for all charges and other sums due to it from the Exhibitor, including any such expenses and the costs of enforcing the Organiser's rights hereunder;

(c) the Exhibitor shall indemnify the Organiser against all claims that may be made against the Organiser by any third party which arise as a result of the Organiser exercising its power under this paragraph;

(d) the Organiser shall not incur any liability to the Exhibitor by reason of terminating its Contract or excluding the Exhibitor (as the case may be) or of the exercise by the Organiser of any of its powers under this paragraph nor shall the Organiser be liable to the Exhibitor for any loss or damage to any Stand, exhibits or goods howsoever caused;

(e) the Exhibitor shall not be entitled to any refund of the Charges or for expenditure incurred for Stand construction or materials or for Exhibits or otherwise in connection with the Exhibition and any balance due will be payable by the Exhibitor as if the Exhibitor had occupied the Stand throughout the Exhibition; and

(f) In the event that the Organiser shall exercise its right to take a lien under sub-clause (b) above, and in the event that the lien shall remain unsatisfied either in part or in full for a period of 28 days from the date of exercising the same, then the Organiser shall have the right without further notice to sell any exhibits or other goods so taken into its possession and may retain any proceeds of sale in satisfaction or part satisfaction of all sums due. The Organiser shall take reasonable steps to obtain the best price possible without imposing any obligation on the Organiser to sell the exhibits and other goods so taken into its possession by public auction.

Any termination of the Contract by the Organiser (whether pursuant to this paragraph or otherwise) shall be without prejudice to the accrued rights and entitlements of the Organiser in respect of any antecedent breach or unfulfilled obligation of the Exhibitor. Any exercise of the Organiser of any right conferred on it hereunder (or otherwise arising) to exclude the Exhibitor from the Exhibition shall not affect the validity of the Contract or the rights and entitlements of the Organiser there under and the Contract shall continue in full force and effect notwithstanding such exclusion of the Exhibitor.

Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such termination.

#### **46. Serving Notice**

**46.1** Any notice to an Exhibitor or the Organiser under the Contract shall be given in writing. Such notice shall be deemed to have been properly served:

- (a) if to the Exhibitor, it is handed to any person who is apparently a representative of the Exhibitor; or
- (b) if to the Exhibitor, it is affixed to any part of the Exhibitor's Stand; or
- (c) if to the Exhibitor, by letter or (in an urgent situation only) facsimile, in either case to the address (or facsimile number) on the Contract to Exhibit;
- (d) if to the Organiser, by recorded delivery to the address shown on the Contract to Exhibit marked for the attention of Exhibition Manager; or
- (e) if to the Organiser, by letter delivered to the office of the Exhibition Manager at the Exhibition Hall.

**46.2** Notices delivered pursuant to the preceding paragraph shall (unless the contrary shall be proved) be deemed to have been received as follows:

<b>Paragraph</b>	<b>Deemed time of receipt</b>
(a)	Upon delivery
(b)	at the time such notice is affixed to the stand.
(c)	1/2 hour before the Exhibition Hall next opens for admission of Visitors.
(d)	2 days after posting
(e)	the next day the Exhibition is open for the admission of Visitors

#### **47. Exhibitors with Water Features on their Stands and Risk Assessment Generally**

**47.1** Water features take a wide variety of forms. Examples include, but are not limited to the following: operating showers, spa baths, hot tubs, garden ornaments, fountains, water dispensers, washing equipment and pools.

**47.2** Any water feature that produces a water spray, however minor that spray may appear to be, poses a serious and particular risk to public safety. Bacteria grow in water and there is a risk from Legionella Pneumophila, the bacteria responsible for Legionnaires Disease. Exhibitors must identify any water features on their Stand, whether or not such feature produces spray and provide information in advance of the Exhibition on the Health & Safety Declaration provided in the Exhibitors Manual.

**47.3** It is a strict requirement for all Exhibitors with water features to provide documented risk assessment in advance of the Exhibition. This risk assessment must be provided to the Organiser at least 35 days in advance of the Exhibition so that it can be checked. All contracts signed less than 35 days before the show must complete the risk assessment immediately. This risk assessment must consider all the hazards on the Exhibitor's Stand but should highlight in particular the potential hazards and risks of any water features. In addition to identifying hazards, such as bacterial growth, all Exhibitors must consider and document the control measures intended to be used to control water safety. The use of chlorine disinfectant tablets/fluid, heat treatment, UV sterilisation, etc. are all methods that must be considered.

**47.4** All Exhibitors are reminded of the requirement to assess the hazards of their Stand operation by the Management of Health and Safety Regulations 1999. The risk of bacterial growth in water features has to be assessed pursuant to the provision of the Control of Substances Hazardous to Health Regulations (COSHH) 2002. Further guidance on these Regulations can be obtained from the Health and Safety Executive's website [www.hse.gov.uk](http://www.hse.gov.uk)

**47.5** In addition to the Exhibitor's risk assessment and controls the Organiser will check that the control methods used to prevent bacterial growth are effective. The Organiser may therefore take samples from all water features on a daily basis and the cost will be charged to the Exhibitor.

**47.6** The Organiser reserves the right to prohibit, temporarily or permanently, the use of any water feature that has not been subjected to a proper risk assessment or where any water feature is identified through monitoring to be a risk to public health. The exhibitor is liable for any damage caused in the event of a water leak.

#### **48. Invalidity, Representations, Governing Law etc.**

**48.1** If any provision or part thereof of the Contract or these Terms and Conditions shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such validity or unenforceability shall in no way impair or affect any other provision or part thereof all of which shall remain in full force and effect.

**48.2** No statement, representation or warranty (whether express or implied) given or made by or on behalf of the Organiser shall form part of the Contract unless contained in these Terms and Conditions or agreed in writing. Any other terms or conditions sought to be relied upon by the Exhibitor are hereby expressly excluded.

**48.3** The Contract, which includes these Terms and Conditions, shall be governed by and construed in accordance with the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**48.4** No failure or delay by any person in exercising any right, power or privilege under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

#### **49. ANTI-BRIBERY AND CORRUPTION**

The exhibitor represents and warrants that neither it, nor to the best of its knowledge any of its personnel, have at any time prior to the Effective Date:

- (i) committed a Prohibited Act under the UK Bribery Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (ii) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

The exhibitor, its staff, associates, subcontractors and other associated parties will not violate any Applicable Anti-Bribery Law throughout the term of this agreement and association with the event.

The exhibitor has and must at all times implement adequate procedures designed to prevent it or any associated person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK, or violate any Applicable Anti-Bribery Law.

No party connected with this contract will:

- (i) directly or indirectly offer, promise or give any person a financial or other advantage to induce that person to improperly perform a relevant function or reward that person for doing so;
- (ii) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement; or
- (iii) commit any offence under the UK Bribery Act, or any legislation revoked by such Act; or under any legislation or common law concerning fraudulent acts or defrauding, attempting to defraud or conspiring to defraud any Authority.

Breach of any of the provisions in this clause or of any Applicable Anti-Bribery Law is a material breach of this Agreement and, without prejudice to any other right, relief or remedy, entitles Media 10 to terminate this Agreement immediately with no right of recourse by the exhibitor.