

easyFairs UK Ltd EXHIBITION TERMS AND CONDITIONS

1. Definitions

In these Terms and Conditions the term "Exhibitor" means any person, firm or company who has made application for and who has been granted space in the Exhibition. The term "Exhibition" means the event detailed in the Booking form provided by the Organiser to the Exhibitor. The term "Organiser" means the organiser identified on the Booking form or its assignees.

2. Booking of Stand Space

(i) Booking of space at the Exhibition must be made on the Booking form provided by the Organiser and must (if so required) contain information on all exhibits to be displayed. The Organiser may at its sole discretion accept contracts by purchase order, in writing, by telephone, by telex, or facsimile or accept a deposit payment in lieu or written contracts provided that these Terms and Conditions shall apply to any such contract and shall constitute the entire agreement between the Organiser and the Exhibitor. Until the completed Booking form has been received and accepted by the Organiser, the Organiser has the right without giving notice to the Exhibitor to reallocate the stand space to another Exhibitor and the booking will be null and void.

(ii) Upon acceptance of the Exhibitor's Booking form by the Organiser there shall be a contract between the Organiser and the Exhibitor to which these Terms and Conditions shall apply.

3. Allocation of the Stand Space.

Every effort shall be made to allocate to the Exhibitor the stand space, which has been ordered. However to facilitate an effective layout of the Exhibition and if the Organiser believes it to be in the best interest of the Exhibition, the Organiser has the right to make a stand space reallocation at any time, provided that the reallocated stand space shall not be more than 10% greater or less than the stand space which has been booked.

4. Payment

(i) All payments must be made in accordance with the terms and methods set out on the Booking form and invoice, it being understood that, upon acceptance by the Organiser of the Exhibitor's Booking form, the full amount of the registration fee and costs shall be due by the Exhibitor to the Organiser.

(ii) The registration fee shall be paid by the Exhibitor to the Organiser as follows:

- 1) When the acceptance takes place less than 12 months before the Exhibition:
 - a) The Exhibitor shall pay to the Organiser a non-refundable deposit of 50% of the total registration fee upon acceptance by the Organiser of the Exhibitor's Booking form, at the latest within 30 days following the invoice date; and
 - b) The remaining 50% shall be paid by the Exhibitor to the Organiser at the latest ninety days before the opening date of the Exhibition.
- 2) When the acceptance takes place more than 12 months before the Exhibition:
 - a) The Exhibitor shall pay to the Organiser a first non-refundable deposit of 20% of the total registration fee upon acceptance by the Organiser of the Exhibitor's Booking form, at the latest within 30 days following the invoice date;
 - b) The Exhibitor shall pay to the Organiser a second non-refundable deposit of 30% of the total registration fee at the latest twelve months before the opening date of the Exhibition; and
 - c) The remaining 50% shall be paid by the Exhibitor to the Organiser at the latest ninety days before the opening date of the Exhibition.

Additional services ordered by the Exhibitor shall be invoiced separately and shall be payable by the Exhibitor upon receipt of the invoice.

(iii) In the event the Exhibitor fails to meet any such payment obligations (whether as to the amounts or date of payment) or if one or more invoices remain unpaid after the period stipulated for this purpose, such non-payment shall *ipso jure* entail loss of entitlement to a stand, without prejudice to the other provisions of this article. In such case, the Organiser reserves the right and shall be entitled to cancel its contract with the Exhibitor, to refuse the Exhibitor access to the Exhibition and to resell or reallocate the stand space allocated to the Exhibitor and the provisions of paragraph 5 below relating to cancellation charges shall apply. Any such cancellation, refusal, resale or reallocation by the Organiser shall not affect the Organiser's right to demand any and all amounts that are payable by the Exhibitor.

(iv) No Exhibitor shall be allowed to participate within the Exhibition unless it has paid to the Organiser the total amount of all sums owed, in clear funds at least one week in advance of the Exhibition start date.

(v) The invoices of the Organiser are payable in cash, net and without discount or deduction. The payments must be made in Sterling and by a transfer to the bank account number appearing on the invoices. Any dispute by the Exhibitor concerning an invoice must be made within eight days following the invoice date. Any such dispute shall not under any circumstances give the Exhibitor the right to suspend any payment obligation or any other obligation vis-a-vis the Organiser. In the event of non-payment of an invoice by the due date, *ipso jure* and without prior notice moratory interest of 12% a year shall be payable as well as all other amounts due (even those for which the due date has not yet arrived).

(vi) The opening dates and times of the Exhibition shall be decided by the Organiser and notified to the Exhibitors. In the event that the Exhibition is interrupted or prematurely ended due to circumstances beyond the Organiser's control, this shall not entitle the Exhibitors to even partial repayment of the amounts payable by the Exhibitors or to any compensation for damages of any kind, on any grounds or of any amount.

5. Cancellation of Stand Space.

(i) A Booking form or any other application cannot be withdrawn or changed unilaterally by the Exhibitor.

(ii) Any withdrawal or unilateral change by an Exhibitor of its Booking form or any other application and any request made by an Exhibitor to reduce the stand space allocated to him shall be considered and treated as a cancellation.

(iii) If the Exhibitor wishes at any time prior to the Exhibition to cancel or reduce the stand space allocated to him, then written notice of such wish, stating the reasons for such cancellation or reduction, must be given to the Organiser by recorded delivery post. For the avoidance of doubt the Organiser shall not be obliged to accept the Exhibitor's notice of cancellation or reduction. The date of cancellation shall be the date the Organiser notifies the Exhibitor that it accepts the Exhibitor's notice.

(iv) The Exhibitor who cancels its participation thirty days or more before the opening date of the Exhibition shall pay the Organiser compensation for the unilateral cancellation equaling the total registration fee.

In the event of cancellation less than thirty days before the opening date of the Exhibition, the Exhibitor shall pay to the Organiser the full registration fee, increased by £1,000 and all other invoices as compensation for the very late unilateral cancellation.

The Exhibitor hereby acknowledges that the above amounts represent reasonable compensation for the costs incurred by the Organiser as a result of the Exhibitor's cancellation and that they do not represent a penalty.

(v) This compensation is irrevocable and totally independent of the reason for cancellation by the Exhibitor. The Exhibitor expressly agrees that in the event that it does not actually occupy the stand, the Organiser shall be entitled to allocate the stand of the Exhibitor in question to another Exhibitor or to place on the stand allocated to the Exhibitor in question the following announcement: "This stand was reserved for [Exhibitor's name] under the terms of the application dated [date]".

(vi) In the event that the Organiser accepts the Exhibitor's notice of cancellation or reduction of its stand space, or in the event that the Organiser terminates the contract with the Exhibitor for whatever other reason, the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser and without being under any liability to refund or reduce any payments due under these Terms and Conditions) to reallocate or resell the stand space allocated to the Exhibitor and to apply, from date of the contract between the Organiser and the Exhibitor, cancellation charges equal to the amounts mentioned under paragraph 5(iv) above.

6. Stand Space and Exhibits

(i) The Exhibitor must occupy the space allocated to him by the show opening time on the first day of the Exhibition. In the event the Exhibitor fails to do so it shall be deemed to have cancelled its stand space booking and the Organiser shall be entitled to resell or reallocate such stand space and the provisions of paragraph 5 relating to cancellation charges shall apply.

(ii) The Exhibitor acknowledges that it shall only be entitled to use contractors other than the official stand contractors appointed by the Organiser.

(iii) Full details of any shell scheme provided by the Organiser will be supplied in the Exhibitors Manual. Plans for specially built displays (other than those constructed from any such shell scheme) for the Exhibition must be submitted to the Organiser for approval before construction is ordered.

(iv) If in the opinion of the Organiser the Exhibitor's display extends beyond its allocated space the Organiser may at its sole discretion charge the Exhibitor for the extra space so occupied at the prevailing rate.

(v) The Exhibitor shall be entitled to exhibit only those articles that the Organiser deems suitable.

(vi) The Exhibitor must not erect its exhibit in a manner which would in the opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Exhibition or occasion inconvenience to or otherwise affect the display of any other Exhibitor.

(vii) No acceptance by the Organiser of the Exhibitor's Booking form or allocation or the Exhibitor's name to any particular part or stand number will constitute any agreement warranty or representation by the Organiser that the Exhibitor is entitled to exhibit at the Exhibition in such particular location. The Organiser reserves the right without being required to give notice to the Exhibitor to alter the layout of any Exhibition floor plan or position of any stand at any time.

(viii) The Organiser and any other person either authorised by the Organiser or having an interest in the premises shall without notice be entitled to access at all reasonable times before during and after the Exhibition the

Exhibitor's stand and for this purpose the Organiser or any such person shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Exhibitor.

(ix) Should any dispute arise as to the stand space allocation, the extent of any extra stand space deemed by the Organiser to be occupied by the Exhibitor beyond that allocated or as to the Exhibitor's right to display any space exhibits, the decision of the Organiser shall be binding.

7. Copy and Material

(i) All material relating to the Exhibition must be supplied by the Exhibitor to the Organiser, without the request of the Organiser, prior to copy date. Failure to do so will mean that existing material may be repeated or the material omitted, at the company's discretion.

(ii) The Organiser will make every effort to avoid errors, but will not be liable for any errors in the preparation of marketing material.

(iii) The Organiser will not be liable for any loss occasioned to any marketing material and other property of the Exhibitor. The Organiser reserves the right to destroy, without notice, all marketing material and/or other property of the Exhibitor which has been in its custody for six months from the date of its last use.

(iv) The Exhibitor will agree the content of its presentations with the Organiser, within the deadlines laid down by the Organiser. The Organiser retains ultimate editorial control over the events.

8. Exhibitor's Representative and Passes

(i) The Exhibitor must supply to the Organiser the name of at least one person to be its representative in connection with the installation, operation and removal of its exhibits.

(ii) In order to ensure only official access to the Exhibition areas the Exhibitor and its personnel and contractors will be issued with non-transferable passes. No admission to the Exhibition areas will be allowed unless the pass is presented. The Exhibitor will be required to provide the Organiser at least two weeks before the first day of build-up with a list detailing the personnel who will be present on the stand on the day(s) on which each person is likely to be in attendance.

9. Duration of Exhibition

Details of Exhibition hours are given in the Exhibitors Manual. During these times the Exhibitor's staff must adequately man stands with the exhibits fully set up and not covered up. The Exhibitor must be ready and able to conduct business during the Exhibition hours.

10. Removal of Exhibits

(i) No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organiser. If the Exhibitor acts in breach of this provision it shall pay the Organiser by way of compensation for the detraction to the Exhibition's appearance and in addition to all sums otherwise payable to the Organiser under these Terms and Conditions a sum equal to one third of the total amount payable by the Exhibitor for its allocated stand space.

(ii) The Exhibitor will be liable for all storage and handling charges resulting from its failure to remove all exhibits and its display materials from its allocated stand space.

(iii) The Exhibitor must surrender any occupied shell scheme in its original condition. The Exhibitor shall indemnify the Organiser for any damage caused by the Exhibitor, its employees, agents or contractors to the Exhibition premises or to any shell scheme.

11. Attendance

(i) The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted Exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason.

(ii) Any Exhibitor's Booking form or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other Exhibitor at the Exhibition or any other exhibition.

12. Exclusion of Personnel

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

13. Undesirable Activities

(i) If it appears to the Organiser that the Exhibitor may be engaged in activities which are deemed to be contrary to the best interests of the Exhibition or which appear unethical or to be in breach of the law, the Organiser may without being under any liability to refund or abate any charges or due herein, cancel any stand space allocation which may have been made to the Exhibitor and require him forthwith to vacate the stand space allocated to him and refuse the Exhibitor the right to participate further in the Exhibition.

(ii) Canvassing for orders, except by the Exhibitor on its own stand in the normal course of its business is strictly prohibited and in any such case the right to expulsion referred to in paragraph 13(i) above will be exercised at once. The distribution or display by the Exhibitor of printed or other placards, handbills or circulars or other articles except by the Exhibitor on its own display space is prohibited, except by prior written agreement with the Organiser.

14. Fire Precaution

All materials used for decorating or covering stands or displays must be of non-flammable material. The Exhibitor must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

15. Compliance with Regulations

The Exhibitor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organiser, the proprietors or managers of the Exhibition building, or any municipal or other competent authorities.

16. Electric Lighting and Power

(i) In the event that official contractors are appointed by the Organiser to carry out electrical work, the Exhibitor shall be responsible for settling all accounts for additional electrical work carried out on and for electrical current consumed over and above that included in the package by the Exhibitor's stand or display directly with the contractor.

(ii) The Exhibitor shall ensure that all electrical installations over and above that included in the package on its stand space and all exhibits comply with any statutory or local regulations or requirements to which the Exhibition may be subject. Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors or other Exhibitors.

17. Insurance

(i) The Exhibitor is responsible for and is obliged to be insured against all damages of any kind that may be caused by any action or negligence by himself, its staff, persons who work for him in any way whatsoever or are under its instructions and holders of participant cards and/or passes issued by him, and it is under an obligation to keep the Organiser harmless from all recourse that others may have against the Organiser in connection with any of the above.

(ii) The Exhibitor is also required to take appropriate "all risks" insurance for its belongings, products, machines and goods which need to be covered for loss, theft and any kind of possible deterioration.

(iii) The Exhibitor waives any and all claims that it could make against the Organiser, the owners, the managers and occupants of the exhibition hall or the fair complex, the participants at the Exhibition, the executives, administrators, directors, persons in charge, employees and staff of these entities or organisations.

(iv) Non-payment of any insurance premium and any related costs shall authorise the Organiser to refuse the Exhibitor access to the Exhibition or even to assemble its stand.

18. Cancellations or Change of Location or Date of Exhibition

(i) In the event that by reason of event outside the Organiser's reasonable control (including, without limitation any strike or other industrial action involving the Organiser's workforce), the Exhibition or any part thereof is prevented from being held in a particular location or on a particular date, the Organiser shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Exhibition or reduce the planned period of preparation, display or dismantling of the Exhibition and in such event any refund of payments to the Exhibitor shall be at the absolute discretion of the Organiser. Such refund, if given, shall be such proportion of the balance of the aggregate exhibit fees received by the Organiser in relation to the Exhibition as the Organiser thinks fit after deducting expenses incurred by and reasonable compensation for the Organiser, but in no case shall the amount of any refund to the Exhibitor exceed the amount paid by the Exhibitor nor shall the Exhibitor be entitled to review or audit any of the Organiser's financial records.

(ii) The Exhibitor hereby acknowledges that in the event any of the circumstances referred to in paragraph 18(i) occur it shall have no right to any refunds, damages or expenses.

(iii) Any change decided by the Organiser of the location of the Exhibition within a range of 50 km of the location initially foreseen shall not give the Exhibitor any right of cancellation of its participation. In the event of change by the Organiser of the location of the Exhibition within a range of more than 50 km, the Exhibitor shall be entitled to cancel its participation within 15 calendar days following the date of notification by the Organiser of the change. After this 15 calendar day term, the Exhibitor will be deemed to have accepted the change of location of the Exhibition.

(iv) Any change decided by the Organiser of the date of the Exhibition within a 30 day period before or after the date initially foreseen shall not give the Exhibitor any right of cancellation of its participation. In the event of

change by the Organiser of the date of the Exhibition within a period which is longer than a 30 day period before or after the date initially foreseen, the Exhibitor shall be entitled to cancel its participation within 15 days following the date of notification by the Organiser of the change. After this 15 day term, the Exhibitor will be deemed to have accepted the change of location of the Exhibition.

(v) In the event that the Organiser decides not to organise the Exhibition (or any part thereof) for any reason whatsoever (including commercial reasons), but which is not outside the Organiser's reasonable control or not a case of *force majeure*, only the repayment of the deposits and invoices already paid shall be payable to the Exhibitors, it being understood that the Exhibitors may not claim any compensation (whether for damages or expenses or otherwise) against the Organiser.

19. Defaults and Exhibitor's Insolvency

If the Exhibitor breaches or fails to perform or observe any obligations or restrictions set out in these Terms and Conditions, or if the Exhibitor becomes bankrupt, commits any act of bankruptcy, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition with its creditors generally or has a petition preserved for the making of an administration order or has an order made or resolutions made for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction then the Organiser shall be entitled without notice to the Exhibitor to terminate its contract with the Exhibitor forthwith and to resell or reallocate the stand space allocated to the Exhibitor and the provision of paragraph 5 above relating to the cancellation of stand space shall apply.

20. Exclusion of Liability

(i) The Organiser, its directors, representatives, employees or agents shall not be liable for any loss, theft, damage or injury to persons or property suffered by the Exhibitor, its employees and/or agents, nor for any acts by third parties that may prejudice the Exhibitor in the use of its stand.

(ii) Exhibitors hereby waive all claims against the Organiser in this respect. This exclusion of liability on the part of the Organiser also applies to any and all damage that may occur to the stand or to any of its parts, to goods exhibited or to be exhibited there or to other goods placed on the stand or goods to be placed there, insofar as they may be damaged as a result of any manipulation thereof, even if they are manipulated by the Organiser, its directors, representatives, employees, agents or any third party for whom the Organiser may bear any responsibility, either contractual or non-contractual, all this in the broadest meaning of the term.

(iii) Any goods, including their packaging, which are placed in the exhibition hall or in associated areas, shall be for the account and risk of the Exhibitors. The Organiser accepts no responsibility for insuring the goods.

(iv) The Organiser, its directors, representatives, employees or agents shall not be liable for damages of any kind that occur as a result of damage to or loss of goods or for any damages resulting from the malfunctioning or inadequate functioning of the technical installations of the exhibition hall or from any other defects of this exhibition hall or the associated areas, or for damages arising from any origin whatsoever occurring to goods or persons. The Organiser shall under no circumstances be liable for indirect damages, including commercial damages, consequential loss, loss of earnings or any other damages.

(v) If the Organiser does not exercise or does not fully exercise the aforementioned liability limitations, the Organiser shall be liable with regard to these damages up to the amount invoiced by the Organiser to the Exhibitor for participation in the Exhibition.

(vi) Information given by the Organiser about the Exhibition is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission will not entitle the Exhibitor to cancel his stand space booking.

(vii) Whilst the Organiser shall use its reasonable endeavours to organise and promote the Exhibition in such manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as to the audience projections or methods or timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

21. Force Majeure

(i) In case of *force majeure*, the Organiser shall be entitled to suspend the performance of the contracts with the Exhibitors for the duration of the *force majeure* or to terminate the contracts completely or partially at any time with immediate effect, it being understood that it shall not be under any obligation to compensate the Exhibitors.

(ii) If the Exhibition is cancelled, delayed or shortened by an unforeseen event or by *force majeure*, the Organiser shall under no circumstances be held liable and the amounts paid by the Exhibitors shall in any case be retained by the Organiser, whereby the latter shall not be required to provide any repayment or compensation. In this regard, the Exhibition shall be held exclusively at the risk of the Exhibitors, who may not claim any general compensation for damages or repayment. However, in this case, if the Organiser deems this to be useful or appropriate, it may, on the basis of good will but without any obligation and without departing from the above principles, distribute the amounts paid or the amount remaining in its possession after deducting all the costs that have already been paid or are yet to be paid for the cancelled, delayed or interrupted Exhibition. The Organiser is solely authorised to determine these costs.

(iii) The following shall among other things be considered as cases of *force majeure*: fire, war, natural disasters, government action (*fait du prince*), strikes and any other case of *force majeure* (including decisions concerning the Exhibition taken by the owner or the manager of the exhibition hall) that renders the occupation of the stand or the organisation of the Exhibition significantly more difficult and/or impossible.

22. Indemnity

(i) The Exhibitor shall hereby fully and effectually indemnify the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its directors, representatives, employees, agents or contractors as a result of any cause whatsoever arising in connection with the participation in the Exhibition of the Exhibitor, its agents, contractors or employees. The Exhibitor shall also fully and effectually indemnify the Organiser against any claim made by a contractor or agent appointed by the Organiser as a result of a failure on the part of the Exhibitor, its agents, contractors or employees to perform in any way any contract entered into by the Exhibitor with such contractors or agents.

(ii) If the Exhibitor is a limited company, the directors of the Exhibitor hereby undertake to fully and effectually indemnify and keep indemnified the Organiser, its directors, representatives, employees, agents and contractors against all costs, claims, demands, proceedings and losses for which the Organiser or its directors, representatives, employees, agents and contractors may become liable in consequences of damage or injury to any person or property occasioned by or arising out of the act, default or negligence of the Exhibitor, its employees or agents or any other person under its direction or any independent contractor engaged by it.

23. Assignment

The Exhibitor shall not be entitled to assign or delegate to a third party, any rights or obligations of the Exhibitor arising under these Terms and Conditions. The Organiser shall be entitled to assign the benefit (subject to the burden) of its contract with the Exhibitor without notice to or consent from the Exhibitor.

24. Entire Agreement

These Terms and Conditions contain the entire agreement between the Organiser and the Exhibitor and may not be changed orally, but only in writing signed by a duly authorised representative of the party against whom enforcement of any waiver, charge, modification or discharge is sought.

25. Governing Law and Jurisdiction

These Terms and Conditions shall be constructed in accordance with English law and the Exhibitor hereby submits to the non-exclusive jurisdiction of the English courts.