1. Definitions

In these Terms and Conditions the term "Exhibitor" means any person, firm or company who has applied to participate in the Exhibition. The term "Exhibitor" includes any other person, firm or company who has applied for and been allocated space in the Exhibition. The term "Exhibitor" also includes the Organiser, the proprietor, managers or any other person, firm or company who has made any application for space in the Exhibition. The term "Exhibitor" also includes the Organiser, the proprietor, managers or any other person, firm or company who has made any application for space in the Exhibition.

2. Booking of Stand Space

(i) On completion of the Booking form 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 applications by post, in writing or by post. Applications may be accepted a written contract which provides that these Terms and Conditions shall apply to any such contract and shall constitute the sole agreement between the Organiser and the Exhibitor. Until the completed Booking form has been received and accepted by the Organiser, the Exhibitor has no right to use the Exhibition space allocated to it. No Exhibitor may remove, transfer or sublet any part of the Exhibition space allocated to it to any third party without prior written consent of the Organiser. This written consent may be given by the Organiser at its sole discretion.

(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 stand that is made available to the Exhibitor the stand space, which has been ordered. However to facilitate an effective layout of the Exhibition and to make it possible to the best interest of the Exhibitor, the Organiser has the absolute discretion to reallocate stand space.

4. Payment

(i) All payments must be made in accordance with the terms and conditions set out on the Booking form and invoice. If the Exhibitor fails to give the Organiser notice of its intention to pay the Organiser compensation for the unilateral cancellation equalling the total registration fee.

(ii) The Exhibitor shall pay to the Organiser a second non-refundable deposit of 30% of the registration fee for acceptance by the Organiser of the Exhibitor's Booking form, at the latest within 30 days following the invoice date; and

(iii) The remaining balance shall be paid by the Exhibitor to the Organiser at least thirty days before the opening date of the Exhibition.

5. Cancellation of Stand Space.

(i) A Booking form or any other allocation 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 request may be made by an Exhibitor to reduce the stand space allotted 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, to withdraw from the Exhibition without any of the reasons set out in the following articles or reduce or modify the stand space allotted to him, the Exhibitor must give written notice to the Organiser by recorded delivery post. For the avoidance of doubt the Exhibitor shall not be entitled to accept the Organiser’s notice of cancellation or reduction of stand space on the date of the Exhibition.

(iv) The Exhibitor’s notice of cancellation or reduction of stand space shall be binding on the Exhibitor from the date it is received by the Organiser. The Exhibitor’s notice of cancellation or reduction of stand space shall be treated as a cancellation and the Organiser shall be entitled to treat the Exhibitor’s notice of cancellation or reduction of stand space as a cancellation. The Exhibitor is responsible for any loss or damage suffered by the Organiser or any other person, firm or company who has made any application for space in the Exhibition by reason of the Exhibitor’s breach of this article.

(v) Any such agreement, contract or arrangement by the Exhibitor shall not affect the Organiser’s right to demand and that they do not represent a penalty.

(vi) Unless the pass is given by the relevant authorities to avoid the risk of fire or other risk.

(vii) 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.

(viii) The 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.

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

10. Removal of Exhibits

(i) No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without permission of the Organiser. If the Exhibitor, without the consent of the Organiser, fails to comply with any such permission, the Organiser may be entitled to remove such exhibits, the decision of the Organiser shall be binding.

(ii) The Exhibitor waives any right of cancellation of the Exhibitor's notice of cancellation or reduction of stand space on the date of the Exhibition.

(iii) 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.

(iv) The Exhibitor must surrender any occupied shell scheme in its original condition. The Exhibitor shall immediately deliver to the Exhibitor's notice of cancellation or reduction of stand space on the date of the Exhibition.

11. Attendance

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.

12. Exclusion of Personnel

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

13. Unsuitable Activities

(i) If it appears to the Organiser that the Exhibitor may be engaged in activities which are deemed to be contrary to the general public interest, the Organiser may give the Exhibitor notice to cease exhibiting any unsuitable or illegal exhibits or to cease exhibiting any exhibit which may be exhibited or legal in law. The Organiser may also, if it is so required, give the Exhibitor notice to cease exhibiting any exhibit which may be exhibited or legal in law.

(ii) The Exhibitor will be deemed to have accepted the change of location of the Exhibition.

14. Fire Precaution

All materials used for decorating or covering stands or displays must be of non-flammable material. The Exhibitor may comply with all instructions given by the relevant authorities to avoid the risk of fire or 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 not carry out, perform or arrange for the performance of electrical work, unless the Organiser agrees in writing.

(ii) The Exhibitor will keep the Organiser compensation for the unilateral cancellation equalling the total registration fee.

(iii) The Exhibitor will keep the Organiser compensation for the unilateral cancellation equalling the total registration fee.

(iv) The Exhibitor will keep the Organiser compensation for the unilateral cancellation equalling the total registration fee.

(v) The Exhibitor will keep the Organiser compensation for the unilateral cancellation equalling the total registration fee.

(vi) The Exhibitor will keep the Organiser compensation for the unilateral cancellation equalling the total registration fee.

17. Insurance

(i) The Exhibitor is responsible and is obliged to be insured against all damages of any kind that may be caused by action or negligence by itself, its staff, persons who work for him in any way whatever or are under its control or employed by him, and the Organiser is not responsible for the failure of all or any other contracted Exhibitors to attend the Exhibition or even to assemble in the Exhibition space allocated to him. The Exhibitor shall not be liable for any loss or damage suffered by the Organiser or any other person, firm or company who has made any application for space in the Exhibition.

(ii) The Exhibitor is also required to take all steps necessary in accordance with the relevant authorities to avoid the risk of fire or other risk.

(iii) The Exhibitor will keep the Organiser compensation for the unilateral cancellation equalling the total registration fee.

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 act of war, acts of terrorism, industrial action or government action) the Organiser elects to cancel the Exhibition or even to assemble in the Exhibition space allocated to him, the Exhibitor shall be entitled to recover any amount paid by him to the Organiser and the Organiser shall be entitled to cancel its participation in 15 calendar days following the date of notification of the change of date. After this 15 calendar day term, the Exhibitor will be deemed to have accepted the change of location of the Exhibition.

(ii) In the event that by reason of event outside the Organiser’s reasonable control (including, without limitation any act of war, acts of terrorism, industrial action or government action) the Organiser elects to cancel the Exhibition or even to assemble in the Exhibition space allocated to him, the Exhibitor shall be entitled to recover any amount paid by him to the Organiser and the Organiser shall be entitled to cancel its participation in 15 calendar days following the date of notification of the change of date. After this 15 calendar day term, the Exhibitor will be deemed to have accepted the change of location of the Exhibition.

(iii) In the event that by reason of event outside the Organiser’s reasonable control (including, without limitation any act of war, acts of terrorism, industrial action or government action) the Organiser elects to cancel the Exhibition or even to assemble in the Exhibition space allocated to him, the Exhibitor shall be entitled to recover any amount paid by him to the Organiser and the Organiser shall be entitled to cancel its participation in 15 calendar days following the date of notification of the change of date. After this 15 calendar day term, the Exhibitor will be deemed to have accepted the change of location of the Exhibition.

(iv) In the event that by reason of event outside the Organiser’s reasonable control (including, without limitation any act of war, acts of terrorism, industrial action or government action) the Organiser elects to cancel the Exhibition or even to assemble in the Exhibition space allocated to him, the Exhibitor shall be entitled to recover any amount paid by him to the Organiser and the Organiser shall be entitled to cancel its participation in 15 calendar days following the date of notification of the change of date. After this 15 calendar day term, the Exhibitor will be deemed to have accepted the change of location of the Exhibition.

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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 accordance 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, if the Organiser is not at fault. Such damage shall be deemed to have occurred if the Exhibitor does not exercise or does not fully exercise the aforementioned liability limitations, and all claims against the Organiser shall be without prejudice to the exclusive jurisdiction of the Exhibitor.

(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 any damages resulting from the malfunction 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 whatever 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) 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 (détut 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 effectively 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, the Exhibitor, its agents, contractors or employees. The Exhibitor shall also fully and effectively 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 effectively 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 consequence 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.