Please read these Terms carefully as they contain important information. These Terms set out the terms and conditions on which the Exhibitor books a space to exhibit at an Exhibition (defined below) organised by Easifairs UK Limited.

1. Definitions

1.1 In these Terms the following words shall have the following meanings.

Booking: the booking form issued by the Organiser for the purposes of placing a Booking or such other form of application approved by the Organiser and made by the Exhibitor for a Booking.

Breakdown Period: the period for the removal of all Exhibits and Stands from the Venue.

Build-Up Period: the period for the delivery and installation of all Exhibits and Stands at the Venue.

Business Day: any day in the City of London which is open for normal business trading other than a Saturday, Sunday or other public or bank holiday.

Charges: any charges other than the Fees payable by the Exhibitor to the Organiser for Services.

Contract: the contract between the Organiser and Exhibitor in respect of the Booking and Services, incorporating these Terms.

Demands: any letter, action, award, claim or other legal recourse, complaint, cost, demand, expense, fine, liability, loss, damage, compensation, ongoing, penalty or proceeding.

Exhibition: the event, exhibition, show, fair or other event held by the Organiser referred to in the Booking Form or in respect of which is the subject of a Booking.

Exhibitor: the person identified as the exhibitor on the Booking Form or who otherwise submits an application for a Booking, and who is allocated Space pursuant to the Contract.


Exhibit: any material, article or item of the Exhibitor or its Representatives and permitted to be used by the Exhibitor to the Organiser for the Booking and allocation of the Space.

Material: any material, content, information or request submitted by the Exhibitor to the Organiser or the Organiser’s nominated person or department.

Rights: the right to make a Booking or Booking Form to the Organiser for the Exhibition and other services including services under the Contract.

Representatives: the directors, employees, contractors, subcontractors, agents, consultants or other representatives of either party.

Services: the additional services provided by the Organiser to the Exhibitor in connection with the Exhibition as identified on the Booking Form or as otherwise ordered by the Exhibitor and accepted by the Organiser.

Space: the areas of floor space at the Exhibition allocated to the Exhibitor under the Contract.

Venue: the location and halls where the Exhibition will take place.

Venue Owner: the owner, operator and/or manager of the Venue.

Terms: these terms and conditions, any Exhibition Manual and any Regulations.

2. Agreement - Booking of Space

2.1 These Terms govern all Bookings and Bookings to the exclusion of any other terms and conditions.

2.2 Unless the Organiser has made the Booking Form which must be completed in full, contain all information required by the Organiser and be signed on behalf of the Exhibitor. The Organiser may at its sole discretion accept Bookings by other means (including written, oral or electronic means), provided that these Terms apply to all applications for Bookings and the Contract.

2.3 A Booking or such other application for a Booking accepted by the Organiser to be booked is only binding on the Exhibitor.

2.4 The person signing the Booking Form on the Exhibitor’s behalf shall be deemed to have full authority to do so and the Exhibitor shall have no right to claim that such person did not have such authority.

2.5 A binding Contract will come into existence on the acceptance of the Booking by the Organiser, whether by the Organiser signing the Booking Form, sending confirmation of acceptance or otherwise accepting the Exhibitor’s application for a Booking. Any issue of an invoice by the Organiser to the Exhibitor for the relevant Fees shall constitute acceptance of the Booking.

2.6 Until a binding Contract comes into existence (regardless of whether the Booking Form has been submitted or a deposit or account on Fees has been paid), the Organiser reserves the right to accept or reject any Booking or application without notice, or to reallocate Space to another exhibitor.

2.7 The Organiser processes and evaluates all requests for a Booking, using various selection criteria including: (a) the availability of various Exhibition spaces; (b) the balanced distribution of the content of the Exhibition; (c) the degree to which the Exhibitor’s activity corresponds with the purpose of the Exhibition; (d) the quality of the products, brands and/or displayed works of the Exhibitor; and (e) the time of booking or application for the Exhibition.

2.8 The Company reserves the right to reject a request for a Booking for any reason, including one or more of the following, non-exhaustive reasons: (a) the request is incompatible with one or more of the Terms; (b) the Exhibitor fails to comply with one or more of its obligations deriving from its Booking request; (c) the Exhibitor has failed to comply with one or more of its obligations relating to any other event or exhibition that was organised by the Organiser or a company associated with it; (d) the Exhibitor threatens the proper order or the good name and reputation of the Exhibition or the Organiser; (e) the Exhibitor does not comply with the provisions concerning the fitting out and decoration of the Space or the Stand, as confirmed in the Exhibitors Manual; (f) the Venue Owner objects to the participation of the Exhibitor; (g) the Organiser’s acceptance of a Booking only relates to that Booking and does not give rise to any right for the Exhibitor to participate in any future Exhibition or other event organised by the Organiser or an associated company at a future date.

3. Allocation of the Stand Space

3.1 The Organiser has the absolute discretion to determine the allocation of Space to the Exhibitor and the Spaces allocated to other exhibitors at the Exhibition.

3.2 Within 7 days of the Exhibitor being informed of the allocation of Space by the Organiser, the Exhibitor may request a bone fide and genuine objections to the allocation of the Space. The Organiser will review and consider such objections in good faith but the determination of the Organiser shall be final and binding on the Exhibitor.

3.3 Every effort shall be made to allocate to the Exhibitor the Space, which has been booked and communicated to the Exhibitor. However to facilitate an effective layout and organisation of the Exhibition or if the Organiser believes it to be in the best interest of the Exhibition or for any other genuine and bona fide reason (whether or not beyond the Organiser’s control), the Organiser has the right to make a Space reallocation at any time, provided that the reallocated Space shall not be more than 10% greater or less than the Space which has been booked.

3.4 The Organiser shall provide the Exhibitor with an Exhibition map that is drawn up by the Organiser and/or Venue Owner and identifies the allocated Space of the Exhibitor. This Exhibition map is provided to the Exhibitor for information only, and the Organiser cannot be held liable for any differences between the dimensions in this plan (which are only indicative) and the actual dimensions of the allocated Space.

3.5 If the Exhibitor believes that the Exhibition map contains dimensional errors with regard to the Space allocated to it, these errors must be reported to the Organiser in writing and at the latest on the fees due for the Build-Up Period. The Organiser will assign a Representative to determine the possible dimensional errors. The Organiser will not consider errors that are submitted after the Stand has been built.

4. Fees and other Charges

4.1 All Fees must be paid in accordance with the terms and methods set out on the Booking Form as accepted by the Organiser (or other acceptance of a Booking) and the Exhibitor’s invoices or as otherwise set out in this clause 4. Upon acceptance by the Organiser of the Exhibitor’s Booking Form or other application for a Booking, the full amount of the Fees shall be due by the Exhibitor to the Organiser. The Exhibitor reserves the right to require directors of the Exhibitor to provide a personal guarantee for the payment of the Fees and Charges.

4.2 Unless the Organiser’s acceptance states otherwise, the Fees shall be payable by the Exhibitor to the Organiser as follows (or if earlier within 14 days of the date of the invoice for the relevant Fees):

(a) When the acceptance takes place less than 12 months before the Exhibition:

(i) a non-refundable deposit of 50% of the Fee upon acceptance by the Organiser of the Exhibitor’s Booking; and

(ii) the remaining 50% of the Fee at least 90 days before the Build-Up Period.

(b) When the acceptance takes place more than 12 months before the Exhibition:

(i) a first non-refundable deposit of 20% of the Fee upon acceptance by the Organiser of the Exhibitor’s Booking;

(ii) the remaining 80% of the Fee in two equal instalments, the first instalment of 30% of the Fee at the latest twelve months before the Build-Up Period; and

(iii) the remaining 50% of the Fee at the latest ninety days before the Build-Up Period.

4.3 Charges for Services ordered by the Exhibitor shall be invoiced separately by the Organiser.

4.4 All invoices for any variances by the Exhibitor for Fees or Charges are payable within 14 days of the date of the invoice.

4.5 The Fee and Charges shall be payable without discount, deduction, withholding or set-off and are stated exclusive of VAT which (if and to the extent applicable) shall be payable at the prevailing rate.

4.6 Unless otherwise agreed with the Organiser, all invoices submitted by the Organiser are payable [in Sterling] and in cleared funds by a transfer to the Organiser’s nominated bank account as appearing on the Organiser’s invoices or Booking Form. The Organiser reserves the right to issue electronic invoices and the Exhibitor agrees to accept electronic invoicing.
5. Cancellation or Reduction of Space

5.1 Any request for reduction or cancellation of the Space made by the Exhibitor cannot be unilaterally withdrawn or changed by the Exhibitor. Any unilateral withdrawal or change by an Exhibitor of its Booking or any other request made by an Exhibitor to reduce the Space allocated to it shall be considered and treated as a request for a cancellation of the Booking or a request for cancellation of part of the Space.

5.2 The Organiser may apply by notice in writing to the Organiser at any time prior to the Exhibition to cancel the Booking (Cancellation Notice) or to reduce the Space (Reduction Notice). Any Cancellation Notice or Reduction Notice must be sent by [recorded delivery post] to the Organiser with reasons for such cancellation or reduction. The Exhibitor, in its sole discretion, can either accept or reject the Cancellation Notice or Reduction Notice, the Booking and Contract shall be deemed cancelled. If the Organiser accepts the Reduction Notice, the booking of the Space, which forms the subject of the Reduction Notice, shall be deemed to be cancelled. The date of cancellation shall be the date the Organiser notifies the Exhibitor that it accepts the Cancellation Notice or Reduction Notice or the date the Organiser cancels the Contract pursuant to clause 4.7(a) (Cancellation Date).

5.3 If the Organiser cancels the Contract, or regardless of the Cancellation Date, the Exhibitor shall be liable to pay the Organiser cancellation fees equal to 100% of the total Fee and Charges due, without discount or rebate.

5.4 If the Space is reduced, whether unilaterally or by acceptance of the Cancellation Notice or Reduction Notice, the Exhibitor shall pay the Organiser full unpaid sums and costs due, at full rate of interest, plus interest on any outstanding part of the Space.

5.5 The Exhibitor acknowledges and accepts that the cancellation fees set out in this clause 5 represents reasonable compensation for, and a genuine pre-estimate of, the costs and other losses incurred by the Organiser as a result of the cancellation and that such fees do not represent a penalty.

5.6 The Exhibitor shall not sub-let or licence, or permit any other person either authorised by the Organiser or having an interest in the premises (including the Venue Owner) shall not be entitled to occupy the Space as the Organiser's licensee. The Organiser reserves the right and may require the exhibitor to leave the Premises at any time prior to the Exhibition to prepare the Stand or to provide the Exhibitor with access to the Stand at any time.

6. Occupancy of Space, Construction of Stands and Exhibits

6.1 The Exhibitor shall:

(a) occupy the Space allocated to it by the Organiser on the first day of the Exhibition; and for the whole duration of the opening hours of the Exhibition.

(b) not sub-let, share or part of the Space with any part of it to any other person other than the Organiser.

6.2 The Organiser shall ensure, and all Exhibitors shall comply with any additional obligations.

6.3 The Exhibitor shall provide the following information and documentation to the Organiser to confirm that the Stand is ready for use:

(a) plans and drawings, including any documents or plans of any fixtures and fittings of the Stand provided by the Exhibitor or any other person;

(b) any electrical, fire, or safety plans required by the Organiser; and

(c) any other documentation required by the Organiser.

6.4 The Exhibitor shall provide plans and drawings of the construction and layout of the Stand to the Organiser, which are to be submitted to the Organiser for approval prior to the Exhibition. The Organiser reserves the right to refuse the Stand or to require the Exhibitor to make the Stand ready for use within the build-up or break-down period.

6.5 The Exhibitor shall provide the following information and documentation to the Organiser to confirm that the Stand is ready for use:

(a) plans and drawings, including any documents or plans of any fixtures and fittings of the Stand provided by the Exhibitor or any other person;

(b) any electrical, fire, or safety plans required by the Organiser; and

(c) any other documentation required by the Organiser.
EASYFAIRS UK LIMITED EXHIBITION TERMS AND CONDITIONS

8 Exhibitors Manual
8.1 After receipt of the Fee and prior to the start of the Exhibition, the Organiser shall provide the Exhibitor with a copy of the Exhibitors Manual.
8.2 The Exhibitors Manual will contain, inter alia, specific rules, regulations and requirements in connection with the Exhibition (including manner and conduct of the Exhibition, the Exhibitor’s attendance at the Exhibition, stands of the provision of associated services and installations and approved contractors and the Venue).
8.3 The Exhibitor shall and shall procure that its Representatives comply with the terms of the Exhibitors Manual.

9. Material
9.1 The Exhibitor shall supply all the Material required by the Exhibitor for marketing, promotion or other media purposes relating to the Exhibition. The Exhibitor is responsible for creating, obtaining any necessary clearance or permission and supplying the Material to the Exhibitor without the request of the Organiser, prior to the copy date notified to the Exhibitor. Failure to do so may result in existing Material in the possession of the Organiser being used or replaced or the Material being omitted from promotional or marketing material, at the Organiser’s sole discretion.
9.2 The Exhibitor acknowledges that the Organiser have a non-exclusive, royalty free, licence to reproduce, transmit, exhibit, distribute and use (and have reproduced, exhibited, distributed or used) the Exhibitor’s name and Material in relation to (whether before, during or after the Exhibition) the Exhibition. The Exhibitor warrants to the Organiser that:
(a) the Exhibitor is the sole author and legal and beneficial owner of the Material and/or that the Exhibitor has all necessary rights, licences and consents required to use, amend edit, adapt and/or publish the Material for the purpose of the Exhibition;
(b) the Organiser’s use, reproduction, distribution or transmission of the Material will not infringe any applicable law or the rights (including intellectual property rights) of any person.
9.3 The Exhibitor shall ensure that all Material is true, accurate and correct and is not offensive, abusive, indecent, defamatory, obscene or otherwise inappropriate for use by the Organiser.
9.4 The Organiser shall make every effort to avoid errors, but will not be liable for any errors in the preparation of marketing material with the Exhibition.
9.5 The Organiser will not be liable for any Demand in connection with any Material and/or other property of the Exhibitor whilst under the Organiser’s possession or control. The Organiser reserves the right to store, remove, destroy, exhibit, distribute, exhibit, distribute, publish or otherwise ready use, any Material and/or other property of the Exhibitor which has been in its custody for six months from the date of its last use.
9.6 The Exhibitor will agree to the content of any presentations at the Exhibition with the Organiser, within the deadlines determined by the Organiser. The Organiser retains ultimate editorial control over such presentation and the Exhibition.

10. Exhibitor’s Representative and Passes
10.1 The Exhibitor must supply to the Organiser the name of at least one person to be its Representatives in connection with the exhibition, operation and removal of its Exhibits.
10.2 The Organiser reserves the right to insist that 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 the Build Up Period 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.

11. Duration and Timetable of Exhibition
11.1 The time and dates of the Exhibition, including opening hours, Build Up Period and Break Down Period is or will be as stipulated in the Exhibitors Manual or as otherwise confirmed or notified by the Organiser.
11.2 During the opening hours of the Exhibition, the Exhibitor’s staff must adequately man the Stands with the Exhibits fully set up and not covered up. The Exhibitor must be ready and able to conduct normal business hours during the opening hours.
11.3 The Exhibitor must maintain its allocation Space, the Stand and the Exhibits in good condition throughout the period of the Exhibition and ensure the Space, the Stand and the Exhibits are kept tidy and clean at all times. If the Organiser deems it useful or necessary, it can have all cleaning or repair activities performed on the Space allocated to the Exhibitor or the Stand at the Exhibitor’s expense.

12. Removal of Exhibits and Stand
12.1 No Stand or Exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organiser.
12.2 If the Exhibitor acts in breach of clause 12.1, it shall pay the Organiser by way of compensation for the destruction to the Exhibition and Exhibitorship’s appearance and in addition to all sums otherwise payable to the Organiser under these Terms (a sum equal to one third of the total amount of the Fees payable by the Exhibitor for its allocated Space. The Exhibitor acknowledges and accepts that such sum represents reasonable compensation for, and a genuine pre-estimate of, the damages and other losses incurred by the Organiser as a result of the Exhibitor’s breach of clause 12.1 and that such sum does not represent a penalty.
12.3 Each Exhibitor shall dismantle and remove all Exhibits, fittings, articles, materials, rubbish and other items and display materials from the Space and Venue by the specified times during the Breakdown Period and in any event no later than the end of the Breakdown Period (including the Stand if the Exhibitor is responsible for dismantling the Stand) (Exhibitor Property). If the Exhibitor does not comply with this clause, the Organiser reserves the right to dismantle and remove the Exhibitor Property. The dismantling and removal of Exhibitor Property shall be at the Exhibitor’s sole risk and expense and the Organiser shall not be liable for any damage or loss to Exhibitor Property. The Exhibitor will be liable for all dismantling, removal, storage and handling charges resulting from its failure to dismantle and/or remove the Exhibitor Property from its allocated Space and the Venue (whether by the specified times or not) and any charges or penalties imposed on the Organiser by the Venue Owner.
12.4 The Exhibitor must surrender any Stand supplied by or on behalf of the Organiser in its original condition. The Exhibition will indemnify the Organiser for any and all demands caused by the Exhibitor, its Representatives or any visitor, to the Stand, Venue or any other property located at the Venue.

13. Exhibition Attendance
13.1 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.
13.2 The name of any exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute any warranty, representation or undertaking by the Organiser that any such exhibitor shall attend the Exhibition or attend any particular location or space at the Venue. Any Exhibitor’s Booking Form or other application for Space 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.

14. Exclusion of Personnel
14.1 The Organiser reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence, in the opinion of the Organiser, is or is likely to be undesirable and the Exhibitor may exercise such right notwithstanding that any such person is a Representative of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

15. Undesirable Activities
15.1 If it appears to the Organiser that the Exhibitor may be or is 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 Regulations, the Organiser may without being under any liability to refund or abate any Fees or Charges, immediately cancel any Space allocation which may have been made to the Exhibitor and require it forthwith to vacate the Space allocated to it and refuse the Exhibitor the right to participate further in the Exhibition.
15.2 Any attraction or exhibit, whether by or on behalf of the Exhibitor or any third party, that the Organiser deems in its discretion to be inappropriate or not in keeping with the object of the Exhibition or otherwise not in the Organiser’s best interest shall be cancelled forthwith.
15.3 The Exhibitor shall not display the Exhibition by or on behalf of the Exhibitor or any other printed or other material, handbills or circulars or other articles except by the Exhibitor on its own display on its Stand is prohibited, except by prior written agreement with the Organiser.

16. Fire Precaution
16.1 All materials used for decorating or covering or forming part of the Stands or displays must be of non-flammable material.
16.2 The Organiser reserves the right to refuse, or to require the Organiser to illuminate or other dangerous materials shall be prohibited within the Exhibition without prior agreement of the fire officer.
16.3 The Exhibitor must comply with all instructions given by the Venue Owner and other relevant authorities to avoid the risk of fire or any other similar risk.

17. Compliance with Law and Regulations
17.1 The Exhibitor shall be subject to and observe all applicable laws and other bye laws, requirements, rules and regulations imposed by any municipal, local or other competent authorities relating to the Exhibition, the Venue and the Exhibitor’s attendance at the Exhibition and Venue, and all rules and regulations imposed by the Organiser, the Venue Owner or managers of the Venue including without limitation the Regulations.

18. Electric, Plumbing, Lighting and Power
18.1 You shall use the service contractors appointed by the Organiser to carry out and/or supply all electrical, plumbing, lighting, power and other service supply, installations and/or services (as the case may be) and the Organiser otherwise agrees in writing. If the Organiser permits the Exhibitor to use its own service contractors, the Exhibitor shall be responsible for settling all accounts with such service contractor.
18.2 The Exhibitor agrees to pay all charges for certain Utility Services, as described in, and subject to, the package purchased by the Exhibitor as part of the Booking. All packages for Utility Services are subject to a fair usage policy.
18.3 The Exhibitor shall be responsible for settling all charges for additional Utility Services carried out on and/or consumed by the Exhibitor’s Stand or display (over and above that included in the package purchased as part of the Booking). If the Organiser considers that, in its absolute discretion, the Exhibitor has consumed Utility Services in excess of fair usage, the Exhibitor shall be liable for all charges in connection with such excess use.
18.4 The Exhibitor shall ensure that all Utility Services (over and above that included in the package purchased as part of the Booking or for which the Exhibitor appoints its own service contractor) are met in accordance with the Fair Usage Policy. Failure to meet the Fair Usage Policy may be subject including the Regulations.
18.5 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.

19. Insurance
19.1 The Exhibitor is responsible for and is obliged to take out, effect and maintain at its own cost and expense appropriate insurance policies to cover all risks, losses and damages that may arise in connection with its participation at the Exhibition and all liabilities that may arise under or in connection Contract including:
(a) all losses or damages of any kind that may be caused by any action, omission, default or negligence by the Exhibitor and/or its Representatives and/or any person under the control or instruction of the Exhibitor and any holders of participant cards and/or passes issued by the Exhibitor (including losses or damages in connection with personal injury, death and damage to or loss of property);
(b) all loss, damage or theft of any Stands, Exhibits, articles, belongings, items, products, materials and/or goods whilst transported to, stored, used or located at the Venue;
(c) all liability under clause 22 of these Terms; and
(d) postponement, abandonment or cancellation of the Exhibition.
19.2 In accordance with the general of clause 19.1, the Exhibitor shall take out and maintain the following insurance policies:
(a) public liability insurance;
(b) product liability insurance; and
(c) employees' liability insurance, (together the "Policies"). The Policies shall be with a reputable insurer and provide a limit of indemnity of not less that £5milion per claim or such other limit or limits specified in the Exhibitors Manuser. The Exhibitor shall provide such evidence of the Policies and payment of the relevant premiums as the Organiser may require. The Organiser reserves the right to exclude the Exhibitor from the Exhibition if satisfactory evidence of the Policies is not provided in advance of the Exhibition.

20. Termination and Rights of Suspension
20.1. Without limiting its other rights or remedies, the Organiser may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the Exhibitor commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of the Exhibitor being notified in writing to do so;
(b) the Exhibitor fails to pay any amount due under the Contract on the due date for payment and remains unpaid not less than 7 days after being notified to make such payment;
(c) the Exhibitor breaches its obligation to indemnify the Organiser or any third party in connection with the Exhibitor becoming bankrupt, having a bankruptcy petition issued or bankruptcy order made against him or it, entering administration, liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business on, or if the step or action is taken in another jurisdiction, in connection with any procedure in the relevant jurisdiction;
(d) the Exhibitor suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
(e) the Exhibitor's financial position deteriorates to such an extent that in the Organiser's opinion the Exhibitor's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

20.2. Without limiting its other rights or remedies, the Organiser may suspend the Exhibitor's right to attend the Exhibition, provision of the Services by the Organiser under the Contract and/or the performance of the Contract by the Exhibitor if the Exhibitor becomes subject to any of the events listed in clause 20.1 or the Organiser reasonably believes that the Exhibitor is about to become subject to any of them.

20.3. On termination of the Contract for any reason pursuant to clause 20.1:

(a) the Exhibitor shall immediately pay to the Organiser all of the pay to the Organiser of all the Organiser's outstanding unpaid invoices and interest and, in respect of services Supplied but for which no invoice has been submitted, the Organiser shall submit an invoice, which shall be payable by the Exhibitor immediately on receipt;
(b) the Organiser shall have the right to repossess the Space allocated to the Exhibitor under the Contract;
(c) the termination of the Contract shall be treated as and deemed to be a cancellation of the Contract by the Exhibitor and the Exhibitor shall be liable for cancellation charges pursuant to clause 5 above.
(d) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
(e) clauses which expressly or by implication survive termination shall continue in full force and effect. For the avoidance of doubt, clauses [5, 19, 20, 21, 22, 25, 27] and [28] shall continue in force after termination of the Contract.

21. Limitation and Exclusion of Organiser's Liability
21.1. The following provisions of this 21 set out the entire financial liability of the Organiser (including any liability for the acts or omissions of their Representatives and stand shakers) to the Exhibitor in respect of all demands arising under or in connection with the Contract and Exhibition (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

21.2. All warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Contract.

21.3. Nothing in the Contract shall limit or exclude the Organiser's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its Representatives;
(b) fraud or fraudulent misrepresentation; or
(c) any other financial loss, whether direct or indirect, consequential in nature or otherwise.

21.5. Subj ect to clause 21.3, the Organiser's total liability arising from or in connection with the Contract and Exhibition, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract or Exhibition shall be limited to 100% of the total Fees and Charges paid under the Contract.

21.7. The Organiser's liability is in addition to and not in substitution for such manner and extent that the Exhibitor appreciates and reserves the right at any time to amend or vary the manner or methods of such organisation and promotion, notwithstanding any previous statements as to strategy, manner or methods of such organisation or promotion. Such statements (including any statements of audience participation, measurement of promotion) shall constitute only general indications of the Organiser's promotion and organising strategy and shall not constitute any representation or warranty.

21.7. Notwithstanding the generality of clause 21.6, any information given by the Organiser about the Exhibition will be accurate to the best of the Organiser's knowledge but shall not constitute any warranty or representation by the Organiser and therefore no mistake or omission will not entitle the Exhibitor to cancel the Contract or the Booking.

21.8. The Organiser will use all reasonable endeavours to ensure that the supply of services provided for and in connection with the Exhibition (further details to be provided in the Exhibitor Manual) but shall not incur any liability to the Exhibitor if any service failure is or not available for any reason. The Exhibitor agrees that the Organiser and all persons, bodies or authorities whose rules or regulations impact upon the Exhibition in any way and those authorised by any of them have the right at any time to enter the Venue and execute works, repairs and for other purposes. No compensation will be payable to the Exhibitor for any Demands or inconvenience so caused.

21.9. Subject to clause 21.3, the Organiser and its Representatives shall not be liable for, and the Exhibitor hereby waives all claims against the Organiser or its Representatives for any loss, theft, damage and/or destruction of the Exhibitor's Exhibits, good, property, fittings, articles and items arising from any default or negligence of the Exhibitor or its Representatives or any breach of the Conditions. Subject to clause 21.3, the Exhibitor shall be liable for cancellation charges pursuant to clause 5.

22. Exhibitor's liability for loss and damage and Indemnity
22.1. The Exhibitor is responsible for all Demands personal injury and loss of or damage to property including, but not limited to, damage to the Venue (including fixtures and fittings), loss or damage to other exhibitors or Exhibition visitors' property caused by or arising from the erection and dismantling of the Exhibitor's Stand (where the Exhibitor is responsible for the erection and dismantling of the Stand) and anything permitted, omitted or done thereon or therefrom or at the Venue during the period of the Exhibition or the Build-Up Period and Breakdown Period, caused directly or indirectly by the Exhibitor or any of its Representatives or any person or any of its Representatives or any stand shaker, licensee or invitee of the Exhibitor or the act, omission, default or neglect of the Exhibitor or by any such person or by any Exhibitor machinery or other article, good, property or item belonging to, or in the possession of, or used by, the Exhibitor or any such person. The Exhibitor will indemnify the Organiser and the Organiser's representatives (including, as applicable, their package or sub-contractor) from and against all claims arising from or in connection with the Exhibitor's or its Representatives or any 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, property, fittings, articles and items however caused.

22.2. Without prejudice to the generality of clause 22.1, the Exhibitor shall fully and effectually indemnify the Organiser against all and any Demands whatsoever made against or incurred or suffered by the Organiser or its Representatives, directly or indirectly, as a result of, relating to or arising in connection with:

(a) the Exhibitor's failure to comply with the terms of the Contract;
(b) the participation in the Exhibition of the Exhibitor and/or its Representatives, including any act, omission, negligence or default of the Exhibitor or its Representatives in connection with the Exhibitor or its Representatives;
(c) any claim made by a Representative appointed by the Exhibitor as a result of a failure on the part of the Exhibitor or its Representatives to perform in any way any contract entered into by the Exhibitor or its Representatives with such Representative appointed by the Exhibitor;
(d) any loss or damage to the Venue or property owned by a third party which is located, stored or present at the Venue cause of any person;
(e) any act, omission, negligence or default of the Exhibitor or its Representatives or any invitee or visitor of the Exhibitor.

23. Cancellations or Change of Location or Date of Exhibition
23.5. Notwithstanding the generality of clause 22.1, the Exhibitor or the Organiser shall be able to change the location or date of the Exhibition if, in the Organiser's opinion, the need for such a change is caused by circumstances beyond the Exhibitor's or the Organiser's control, including, without limitation, any act, omission, negligence or default of the Exhibitor or its Representatives or any invitee or visitor of the Exhibitor.
23. If clause 23.1 applies, it is acknowledged and agreed by the parties that the Organiser shall have no liability to the Exhibitor whatsoever in connection with such cancellation, relocation or change, including any liability to refund any Fees or to make payment or reimbursement of any Demand suffered or incurred by the Exhibitor or to make payment of any other compensation, damage or loss suffered or incurred by the Exhibitor as a result of or in connection with such cancellation, relocation or change.

23. Notwithstanding clause 23.1, if clause 23.1 applies, the Organiser reserves the right to refuse Fees to the Exhibitor and other exhibitors. Any refund of Fees to the Exhibitor and other exhibitors shall be at the absolute discretion of the Organiser, as a gesture of goodwill only, without being under any obligation (contractual or otherwise) to pay any such refund. Any refund of Fees, if given, shall be limited to the amount of all fees received by the Organiser from all exhibitors at the Exhibition as the Organiser, in its absolute discretion, determines as being reasonable after deducting: (a) all costs, expenses and losses paid or incurred by the Organiser in connection with the Exhibition; and (b) a reserve for future Demands in connection with the Exhibition; and (c) such amount as constitutes reasonable compensation for the Organiser for services performed for the period, (topography, layout and sole discretion, has the right to determine the Exhibitor's costs and the Exhibition shall not be entitled to review or audit any of the Organiser's financial records. In no case shall the amount of any refund to the Exhibitor exceed the amount of Fees paid by the Exhibitor.

24. Any change determined by the Organiser of the location of the Exhibition within a range of 50 km of the original location shall not give the Exhibitor any right of cancellation of its participation at the Exhibition. If such change of location is not within 50 km of the original location, the Exhibitor shall be entitled to cancel participation at the Exhibition within 10 Business Days following the date of notification by the Organiser of the change. If the Exhibitor fails to notify the tenant, the Exhibitor shall be deemed to have accepted the change of location of the Exhibition.

25. Any change determined by the Organiser of the date of the Exhibition within a 30 day period before or after the original date of the Exhibition shall not give the Exhibitor any right of cancellation of its participation at the Exhibition. If such change of date is a date longer than a 30-day period before or after the original date, the Exhibitor shall be entitled to cancel participation at the Exhibition within 15 Business Days following the date of notification by the Organiser of the change. If the Exhibitor fails to notify the tenant, the Exhibitor shall be deemed to have accepted the change of date of the Exhibition.

26. If the Organiser determines to organise the Exhibition (or any part thereof) for any reason whatsoever (including commercial reasons), and such decision is not connected or due to a force majeure reason, the Exhibitor shall only be entitled to a refund of the Fees paid to the Organiser, it being acknowledged and agreed that the Organiser shall have no further liability to the Exhibitor and the Exhibitor is not entitled to claim any other Demand against the Organiser and that the refund of such Fees shall be the Exhibitor's sole and exclusive remedy for such cancellation of the Exhibition.

24. Force Majeure

24. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from force majeure i.e. events, circumstances or causes beyond its reasonable control.

25. Without prejudice of the generality of clause 24.1, and for the avoidance of doubt, in the case of force majeure affecting the Exhibitor's ability to perform the Contract, the Organiser shall be entitled to suspend the performance of the Contract with the Exhibitor for the duration of the force majeure or to terminate the Contract completely or partially at any time (during the period of the force majeure) with immediate effect, it being understood that the Organiser shall not be under any obligation to compensate the Exhibitor in connection with such suspension or termination.

26.2 Each party may disclose the other party's confidential information: (a) to its Representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its Representatives and advisers to whom it discloses the other party's confidential information under this clause 26 shall be bound by confidentiality undertakings no less stringent than those set out in this clause; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

27. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

28.2 The Organiser agrees that data submitted by it in connection with a Booking may be used for the purposes of updating the Organiser’s databases and of compiling statistical information.

26 Notices

26.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

26.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 24.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the [second] Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

26.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

27 Use of online services and products

27.1 The Organiser is to be entitled to use of the Exhibitor's confidential information (for example, for use in a number of products and services marketed by the Organiser or its representatives, or for use in a number of products and services marketed by the Exhibitor or its representatives, or for use purposes of or for the purposes of carrying out the party’s obligations under the Contract. Each party shall ensure that its Representatives and advisers to whom it discloses the other party's confidential information under this clause 26 shall be bound by confidentiality undertakings no less stringent than those set out in this clause; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

28 General

28.1 Assignment. The Exhibitor shall not, without the prior written consent of the Organiser, assign, transfer, subcontract or otherwise deal in any manner with any rights or obligations of the Organiser under the Contract. The Organiser may at any time (without notice to or consent from the Exhibitor) assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract to any third party or agent.

28.2 Variation. No variation of the Contract shall be effective unless it is written in use and signed by the parties (or their authorised representatives).

28.3 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach of any other right or remedy.

28.4 Provision of the Organiser's online services and products can be interrupted in the event of force majeure, as a result of events that are beyond the Organiser’s control, for maintenance reasons or in connection with the Organiser's legitimate business interests. The Exhibitor agrees that the Exhibitor will be entitled to any reasonable endeavours to inform the Exhibitor, within reasonable periods, of the interruptions and to limit the duration of such interruptions as much as reasonably possible.

28.5 Suspension or discontinuation of the online services and products or access to the online content of the Exhibitor does not give the Exhibitor any right to suspend or terminate his obligations vis-à-vis the Organiser.

29. The Exhibitor shall not, without the prior written consent of the Organiser, assign, transfer, subcontract or otherwise deal in any manner with any rights or obligations of the Organiser under the Contract. The Organiser may at any time (without notice to or consent from the Exhibitor) assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract to any third party or agent.

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