EVENT TERMS & CONDITIONS

1. INTERPRETATION

1.1. In these Conditions, the following terms will have the following meanings:

"Contract" the contract existing between the Exhibitor and the Organisers on acceptance by the Organisers of the Exhibitor's completed Exhibition Space Contract in accordance with condition 2.5, the terms of said contract being contained within these Conditions and the Exhibition Space Contract as amended from time to time.

"Exhibition" TCT SHOW 2019 is organised by the Organisers at the Exhibition Site.

"Exhibitor's Manual" the manual prepared by the Organisers containing information to be supplied to the Exhibitor from time to time.

"Exhibition Site" means The National Exhibition Centre (NEC) and includes any part of it and any alteration or addition to it or replacement of it including but not limited to the hall, room or other buildings wherein the Exhibition will be held as referred to on the Exhibition Space Contract.

"Exhibition Site Regulations" those rules and regulations relating to the use and occupation of the Exhibition Site made by the Organisers or the Owner from time to time being in force including the "Users Handbook" prepared by the Owner and provided to the Organisers.

"Exhibitor" the person, firm or organisation represented by the signatory on the Exhibition Space Contract and including all Employees or Agents of such.

"Exhibits" those items provided by the Exhibitor to demonstrate, advertise, exhibit, sell or promote that Exhibitor's firm.

"Licence Period" that period during which the Exhibitor is entitled to use the Stand commencing on Tuesday 24 September 2019 and expiring on Thursday 26 September 2019 and such other times as may be specified by the Organisers to the Exhibitor for delivery and collection purposes.

"Exhibitor Prospectus" that official brochure issued by the Organisers regarding the Exhibition containing stand prices, together with details of the Exhibition Site and the duration of the Exhibition.

"Organisers" Rapid News Publications Ltd., part of the Rapid News Communications Group of Carlton House, Sandpiper Way, Chester Business Park, Chester, CH4 9QE, UK.

"Owners" the owners of the Exhibition Site from time to time.

"Relevant Legislation" means:

(i) The requirements of any present or future legislation, statute, European Union Law, regulation or directive which affects the Exhibition Site or its use.

(ii) Requirements of any public authority, statutory body or other body concerned with safety use or management in the Exhibition Site.

(iii) Any licence, permission or contract that may be required or is relevant for the Exhibits or the Exhibition or use of the Exhibition Site during the term of the contract.

"Shell Stand Scheme" a temporary structure supplied by the Organisers for use by the Exhibitor stand.

"Stand" such space at the Exhibition Site as is designated to any Exhibitor by the Organisers with such number as the Organisers have allocated to that Exhibitor on the Exhibition layout plan as may be supplied by the Organisers to the Exhibitor from time to time.

"Exhibition Space Contract" the form to be used in conjunction to these conditions pertaining to application for reservation of space at the Exhibition referred to thereon.

1.2 In these Conditions references to any statue or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

1.5 In these Conditions the acts, defaults and omissions of the Exhibitor, its Contractors, Sub-Contractors, Agents and Employees shall be deemed to be the acts, defaults and omissions of the Exhibitor.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 and subject to the provisions of condition 2.2 the Contract will comprise these Conditions, the Exhibition Space Contract and the Exhibitor Prospectus to the exclusion of all other terms and conditions (including but not limited to any terms or conditions which the Exhibitor purports to apply under any confirmation, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Exhibition Space Contract that have been included by the Exhibitor or in any confirmation, specification or other document will form part of the Contract unless expressly agreed to in writing by the Organisers.

2.3 These conditions apply to the Exhibition and to the use of the Stand by Exhibitors, and any variation to these conditions and any representations about the Exhibition or the Stand shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Organisers.

2.4 Each Exhibition Space Contract issued by the Organisers is an invitation to treat and is not an offer. Each Exhibition Space Contract placed by the Exhibitor with the Organisers shall be deemed to be an offer by the Exhibitor for use of a Stand subject to the provisions of the Contract.

2.5 No Exhibition Space Contract placed by the Exhibitor shall be deemed to be accepted by the Organisers until the Organisers issue an invoice to the Exhibitor accepting the Exhibition Space Contract.

2.6 The Exhibitor must ensure that the Exhibition Space Contract and any applicable specification is complete and accurate.

3. DURATION OF EXHIBITION

3.1 The Contract shall commence on acceptance by the Organisers of the Exhibition Space Contract in accordance with Condition 2.5 and the Exhibitor is entitled to use the Stand for the purposes of the Exhibition in accordance with the Contract only during the Licence Period (subject to early termination in accordance with condition 11 below and subject to the provisions of Condition 12 below.)

3.2 Subject to Condition 12 below, the Exhibition will be open to visitors on the dates and at times as specified in the Exhibitor's Manual. The Exhibitor must keep the Stand open to visitors at all times while the Exhibition is open.

4. APPLICATION FOR STANDS

4.1 Application for Stands by Exhibitors must be made on the Exhibition Space Contract provided by the Organisers. The Organisers reserve the right to accept or refuse any Exhibition Space Contract without assigning any reason.

4.2 The names of any other companies represented by the Exhibitor, whose products are to be shown or services referred to on the Stand, must be stated on the Exhibition Space Contract. No Exhibits, names or advertisements of companies, firms or organisations will be permitted to be displayed by the Exhibitor unless included on the Exhibition Space Contract.

4.3 All application for Stands will be dealt with by the Organisers in their order of receipt and, subject to any other conditions contained herein, will be allotted accordingly subject to availability.

4.4 The Organisers retain the right to determine in every respect the allocation of area and position of Stands and reserve the right to vary the general layout or the situation and area of any particular Stand for any reason whatsoever whether the Stand has been allotted to an Exhibitor or not, and, where the Stand has been allotted to an Exhibitor, the Exhibitor shall accept such new allotment of Stand in substitution for that originally allotted.

4.5 Neither these Conditions nor the rights given to the Exhibitor under this contract shall confer upon the Exhibitor exclusive possession of the whole or any part of the Stand or the Exhibition Site and no relationship of landlord and tenant shall (or is intended) to arise pursuant to the provisions of the Contract.

4.6 On acceptance by the Organisers of an Application for a Stand in accordance with Condition 2.5 and on a Stand being allotted to an Exhibitor by the Organisers the relations of licensor and licensee shall immediately arise and continue between the Organisers and that Exhibitor until the Licence Period expires or is otherwise terminated pursuant to Condition 11 or revoked pursuant to this Condition 4.6. In case of non-payment of any sum payable by the Exhibitor to the Organisers, (whether or not demanded) or of the breach, or non-observance, by the Exhibitor, of any of the provisions of the Contract, the Organisers shall on service of written notice have full right to revoke such Exhibitors Licence and re-enter upon the Stand, and may remove and exclude the Exhibitor, and all other persons there from, without prejudice to the right of the Organisers to recover all monies payable by the Exhibitor hereunder, to pursue all other claims against him, and to recover damages and loss sustained by the Organisers.

5. PRICE

5.1 Subject to the provisions of Condition 5.3 below the prices for the Stands shall be the prices set out in the Exhibition Space Contract or as specified on the Stand Acknowledgment, whichever is the greater.

5.2 The price for the relevant Stands shall be exclusive of any applicable value added tax and any other tax or duty relating to the Stand all of which amounts the Exhibitor will pay in addition when payment for the relevant Stand is due.

5.3 The Exhibitor acknowledges that the prices stated for the Stands are calculated having taken into account the cost to the Organisers labour, rents and charges and all other costs on formation of the Contract. If between formation of the Contract and the last day of the Exhibition there has been any increase in all or any of such costs, the price payable for the Stand may, at the option of the Organisers, be increased accordingly and the Organisers will give the Exhibitor reasonable notice of such price increase.

5.4 Where the price for the Stand is varied in accordance with condition 5.3 the price, as varied, shall be binding on both parties and shall not give either party any option to cancel the Contract.

5.5 The Exhibitor shall pay on demand all liabilities, claims, demands, proceedings, damages, losses, costs, fees and expenses incurred by the Organisers in connection with any items of work, services or facilities provided by the Organisers, it's contractors or the Owner at the Exhibitors request or which arise due to the act of default of the Exhibitor.

6. PAYMENT TERMS

6.1 Payment of the price of the Stand is due and payable by the schedule set out on the Exhibition Space Contract. A request to change schedule will result in an administration charge of £50.

6.2 Time for payment shall be of the essence.

6.3 No payment shall be deemed to have been received until the Organisers have received cleared funds.

6.4 All payments payable to the Organisers under the Contract and which have not been paid shall become due immediately upon termination of the Contract despite any other provision.

6.5 The Exhibitor shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Exhibitor has a valid court order requiring an amount equal to such deduction to be paid by the Organisers to the Exhibitor.

7. EXHIBITOR'S OBLIGATIONS

7.1 **Exhibitor's general obligations:**

7.1.1 The Exhibitor agrees that it must comply with the Exhibition Site Regulations, the relevant legislation and all other applicable laws, legislation, regulations and codes of practice.

7.1.2. The Exhibitor shall immediately upon receiving a written request from the Owner or Organisers communicate to any of the Exhibitors Contractors, Sub-Contractors, Agents or Employees the Exhibition Site Regulations and any Relevant Legislation affecting them under the Contract and procure the observance of them by such persons.

7.1.3. The Exhibitor shall not do, use on or bring on to, or allow to be done, used or brought onto any part of the Exhibition Site any act or thing which may in the Owner's or Organisers reasonable opinion be or become a nuisance to the Owner or Organisers or to any occupiers on any part of the Exhibition Site or to the Owners tenants or occupiers of any adjoining or neighbouring land or premises or which may render extra or increased premiums payable or make void or voidable any insurance of the Owner or Organisers for the Exhibition Site or any adjoining or neighbouring premises.

7.1.4. The Exhibitor shall appoint only contractors who have been previously approved in writing by the Organisers and shall ensure that any such contractor does not appoint any sub-contractor to undertake work at the Exhibition Site who is not first approved in writing by the Organisers.

7.1.5. The Exhibitor warrants that during the erection of Stands and other temporary structures in the interior of the Exhibition Site that it will not cause damage to the Exhibition Site or services brought in to support the Exhibition.

7.1.6. The Exhibitor will only use such materials and equipment on or at the Stand as have previously been approved in writing by the Organisers or the Owner.

7.1.7. The Exhibitor and persons authorised by him in accordance with these Conditions should only carry out works or otherwise use or occupy any part of the Exhibition Site during the times specified by the Organisers from time to time.

7.2. **Stand Not Occupied**

7.2.1. Every Exhibitor shall have prepared the Stand allotted to him and have all work completed and Exhibits in place by 20:00 hours on the evening prior to the opening day of the Exhibition. The Organisers reserve the right to re-let or otherwise deal with the Stand, at their absolute discretion if it is not put to use by the Exhibitor by that time.

7.3 **Building and Dismantling of Exhibition**

Save as otherwise provided in these Conditions the Exhibitor agrees that:

7.3.1. Exhibits must not be removed, and displays must not be dismantled either partially or totally prior to the official closing of the Exhibition without express written consent of the Organisers.

7.3.2. Where exhibitors have space only Stands and no shell Stand Scheme is in use in the Stand the Exhibitors are responsible for erecting partitions between their own and adjoining Stands, extending to the boundaries of the Stands, to a height not less than the Shell Stand Scheme in use for the Exhibition. Where the height exceeds the minimum they must be suitably clad and decorated on the reverse side to the requirements of the adjoining Exhibitor, and carry no titles, devices, advertising matter nor Exhibits where the elevation overlooks the lower stand. The Organisers reserve the right to reject Stand designs where it is felt by the Organisers to be detrimental to the overall appearance of the exhibition.

7.3.3. All Exhibits, displays and other materials, structures, goods and waste brought on to the Exhibition Site or generated by the Exhibitor must be removed and the Stand delivered up to the Organisers cleared and in as clean order and condition as at the opening day of the Exhibition as soon as possible after the official closing date of the Exhibition which is set out in the Exhibitor Manual and in any event by 16:00hrs on Friday 27 September 2019 at the latest. The Organisers shall be indemnified by the Exhibitor against any loss, damages, liabilities, costs, expenses or charges incurred by non-observance of this condition.

7.4. **Delivery and Removal of Exhibits**

7.4.1. Prior to the opening of the Exhibition, the Organisers will advise Exhibitors of the dates and times when Exhibits and other materials can be received at the Exhibition Site.

7.4.2. All Exhibits and other materials must be brought in and taken out by entrances and exits specified by the Organisers.

7.4.3. The Exhibitor shall ensure that all the structures, Exhibits, goods and materials brought onto the Exhibition Site by it or on its behalf are hired or owned by the Exhibitor.

7.4.4. All Exhibits and other materials delivered to the Exhibition Site must be accompanied by, or received by, a representative of the Exhibitor, and cases must be unpacked on arrival. All labour for receiving, unpacking, placing in position and removal must be provided for by the Exhibitor, but in default, the Organisers may at the Exhibitors expense and risk, undertake the Exhibitors obligations on its behalf and at the Exhibitors expenses as set out in this condition.

7.5. **Empty Cases and Packaging**

7.5.1. Empty cases and packaging may not be stored on Stands, as this is contrary to the Exhibition Site Regulations; Exhibitors acknowledge that they must make their own arrangements for storage.

7.6. **Obstruction of Gangway, Stands and Other Areas**

7.6.1. No exhibitor shall at any time obstruct or allow to be obstructed by any goods or in any other manner, gangways or Stands and no signs or projections may be hung or projected over the gangways or Stands.

7.6.2 On notification by the Organisers to the Exhibitor that obstruction has been caused by such goods or in any other manner, the Exhibitor shall immediately remove the goods or other obstructing items, and on his failure to do so, the Organisers may take such steps, as they consider necessary at the Exhibitor's expense.

7.6.3. The Exhibitor shall ensure that it will not obstruct any part of the Exhibition Site. The Exhibitor shall ensure that neither it or its Employees, Contractors or Agents will park on any part of the Exhibition Site except any parking space, which may have been specifically designated to it by the Organisers in writing.

7.7. **Stand Fitting**

7.7.1. Where applicable details of the Shell Stand Scheme will be provided to each Exhibitor prior to the opening of the Exhibition. Exhibitors may not amend, take away from, or add to, the structure of the Shell Stand Scheme in any way whatsoever.

7.7.2. Exhibitors are responsible for the cost and erection of benches, counters, or other contrivances for displaying their Exhibits. Exhibitors will not be permitted to display their Exhibits or any other materials in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the Stands or gangways, or may occasion inconvenience to, or otherwise affect, the displays of other Exhibitors. The total enclosure of any Stand will not be allowed without the prior written permission of the Organisers.

7.8. **Fixing to Building Structure and Floors**

7.8.1. No person shall enter the roof voids of any building on the Exhibition Site or make fast to the roof structure of any building on the Exhibition Site any guy wires or tackle of any description and no cutting or drilling shall be made in the floors, walls or other parts of the structure except by the prior written agreement of the Owners.

7.8.2. The Exhibitor will not interfere with or make any alterations or attachments or additions to the Exhibition Site nor any building on it nor place any unusual loads on any beams, pillar or other part of the structure of any building on the Exhibition Site nor suspend any fittings from structure of the roof and shall adhere to the loading limits as specified in the Exhibition Site Regulations.

7.8.3. The Exhibitor shall as soon as it becomes aware of the same, give notice in writing to the Organisers of any defect in the state of the Exhibition Site or any building thereon or any part thereof which would or might give rise to an obligation on the Owner or Organisers to do or refrain from doing any act or thing in order to comply with relevant legislation.

7.8.4. The Exhibitor shall not raise any objection to the construction, demolition, repair or replacement of any building or plant nor any vibration, noise, smell, smoke or any other nuisance arising as a result of such works whether under or over or within the Exhibition Site or adjoining or neighbouring premises and whether by the Owner, the Organisers or any other owner or occupier.

7.9. **Lighting and/or Power on Stands**

7.9.1. The Exhibitor shall not use, install or allow to be used or installed any supplementary plant for the generation or supply of electricity from compressed air or gas and will obtain all supplies from the Owner or the Organisers and will not acquire gas, electricity, water or IT services (including but not limited to internet access, telephony, ISDN, networking, wireless networking, mobile telephony ("cells") or any services other than from the Owner to the extent that the Organisers are legally entitled to require the same).

7.9.2. Subject to the other provisions contained in these Conditions general gangway lighting will be provided by the Organisers or the Owners. Exhibitors are responsible for the expense of installing all necessary electrical apparatus and connections which are required in accordance with the Exhibition Site Regulations and for the electrical current consumed on such apparatus. Such apparatus and connections may only be installed by the contractors officially appointed by the Organisers. All electrical work carried out by such contractors on behalf of Exhibitors shall at all times be subject to inspection and approval by the authorised representative of the Organisers. The Exhibitor acknowledges that all electrical fittings and devices must be in accordance with the Exhibition Site Regulations and no source of lighting or power may be utilised other than that provided by the Organisers or the Owners.

7.9.3. Without prejudice to the Organisers other rights and remedies under these Conditions the Organisers reserve the right to withhold electricity supply from any Exhibitor who has not complied or does not continue to comply with Exhibition Site Regulations.

7.10 **Gas, Water and Waste**

7.10.1 Exhibitors who require gas, water or waste services to be brought to their Stands must make an application in writing for consent to the Owner not later than two months prior to the commencement of the Exhibition. Full particulars of the Exhibitors requirements must be supplied together with a sketch showing the position of the Stand to which the service is to be brought.

7.10.2 If the Owner consents to the application such work may only be undertaken on behalf of the Exhibitor by the Contractors officially appointed by the Organisers and the Exhibitor is responsible for the expense of the contractors undertaking such work and making good any material damage to the floor or other parts of the structure of the Exhibition Site in the course of carrying out such work.

7.10.3 Portable gas equipment may only be used after the Exhibitor has provided full details of the equipment to be used and has obtained the approval of the Fire Authorities and the prior written consent of the Organisers and the Owner.

7.11 **Temporary Lamps etc**

7.11.1 Exhibitors and others are not permitted to connect, or otherwise interfere with the electrical, water or other fittings on the Exhibition Site. In no circumstances must naked lights, oil lamps or temporary gas or electrical fittings be used on the Exhibition Site and no petrol or acetylene is allowed in the Exhibition Site.

7.12 **Dangerous Materials**

7.12.1 The Exhibitor shall not bring, place, keep or allow to be placed or kept on any part of the Exhibition Site any substance which in the Owners or Organisers opinion is of a dangerous, explosive or objectionable nature including but not limited to fulminates, explosives and all articles of a dangerous, inflammable, or objectionable nature. Corrosives etc that might spoil other articles cannot be received, except in suitable vessels of small size and only then if the Exhibitor has obtained the prior written consent of the Organisers.

7.13 **Fire Protection**

7.13.1 All materials used for building, decorating, draping or covering Stands must be non-inflammable, or rendered so by being immersed in fire-proofing solution.

7.14 **Health and Safety Hazards, Radioactive Materials, Noxious Fumes etc**

7.14.1 The Exhibitor is responsible for ensuring that all equipment and activity on his Stand complies with Health and Safety requirements and legislation. This includes having competent staff, adequate and appropriate equipment and adequate supervision.

7.14.2 Particular attention is drawn to the regulations of the Health and Safety at Work etc Act 1974 and the Exhibition Site and to the relevant British Safety Standards which must be strictly observed by the Exhibitor while on the Exhibition Site and in relation to any Exhibits particularly but without limitation to those involving lasers or radioactive materials, or which might provide noxious fumes or which make use of or display any other materials which may involve a danger to the health or safety of any person. No such materials may be brought into the Exhibition Site without the prior agreement in writing of the Organisers and only then upon the basis that the Exhibitor or person responsible agrees to indemnify the Organisers against any claim or action arising from the use or display of such materials.

7.15 **Protection of Machinery**

7.15.1 The Exhibitor will use its best endeavours to ensure that all machinery and Exhibits comply with the Exhibition Site Regulations and Relevant Legislation and are satisfactory quality and fit for its purpose.

7.15.2 The Organisers reserve the right to call upon the Exhibitor to remove any machinery or Exhibit to which the Organisers object for any reason whatsoever.

7.16 **Eligibility and Sales**

7.16.1 Both British and foreign made products and services are eligible for display and sale. Exhibitors will be permitted to display only those Exhibits and materials, which have been included in the particulars of the Exhibition Space Contract.

7.16.2 The Organisers reserve the right to approve Exhibitors displays and without assigning any reason to remove any Exhibit, which in their opinion is unsuitable, or the display of which would be contrary to the best interests of the Exhibition.

7.17 **Advertising Matter**

7.17.1 No Exhibitor may display any promotional material anywhere except within the area of their own stand and in particular must never place any promotional material outside their own Stand adjacent to competitive exhibits on display.

7.17.2 All handbills, printed matter or advertisements of any kind intended for distribution within the Exhibition may only be distributed from the Exhibitors Stand and Exhibitors shall not distribute printed matter, or literature, of any nature in the neighbourhood of the entrances or exits of the Exhibition Site.

7.17.3 No advertisement, notice, sign, handbill, decoration, flag emblem or device may be erected, posted or attached to or displayed at the Exhibition or at other exhibitions or events referring to the Exhibition on or about the exterior of the Stands or on the Exhibition Site property without the permission in writing of the Organisers and, if permitted any such matter shall be attached or displayed only in such place or places and for such period and shall be only of such dimensions and nature as shall be specified by the Organisers. Exhibitors must not station any attendant, or place anything in, or over gangways, or upon any space other than that allotted to them. Attendants must not promenade the Exhibition Site for advertising purposes.

7.17.4 The Exhibitor shall immediately on receiving a written request from the Organisers remove or procure the removal from the Stand of any person or persons or any advertising, other installation or material which, in the opinion of the Organisers or the Owner is or maybe undesirable, inappropriate, harmful, (including harmful to the commercial interests of the Organisers or the Owner), offensive or obscene or illegal or may cause a breach of the Relevant Legislation and/or Exhibition Site Regulations or a breach of the peace.

7.17.5 Furthermore the Exhibitor shall immediately on receiving a written request from the Organisers close or procure the closing of the Stand giving rise to the request for removal in Condition 7.17.4.

7.17.6 The Exhibitor shall immediately on receiving a written request from the Owner or Organisers procure cessation of any activity on the Stand, which in the opinion of the Organisers or the Owner constitutes or may cause a breach of the relevant legislation and/or the Exhibition Site Regulations or a breach of the peace.

7.17.7 The use of audible devices for attracting the attention of visitors, including but not limited to microphones or throat microphones will not be allowed.

7.17.8 The Exhibitor shall not arrange or seek to arrange for all or any part of the Exhibition to be broadcast recorded (audio or video recording) or televised without prior written consent of the Owner. This consent may be subject to any conditions the Owner considers appropriate including the levying of a reasonable fee.

7.17.9 The Exhibitor shall not use install or allow to be used or installed any supplementary equipment or services, which may interfere with any of the internal systems of The NEC. (including but not limited to network, wireless, LAN, radio systems, blue tooth, mobile telephony, GSM mobile "cells", 3G mobile "cells" etc) without prior written agreement from The NEC.

7.17.10 The Exhibitor acknowledges that the Owner will have the exclusive right unless otherwise agreed in writing by the Owner to make arrangements for the broadcasting, recording (audio or video) or televising of the Exhibition and to retain all payments made in respect of such broadcasting, recording (audio or video) or televising.

7.17.11 The Exhibitor acknowledges that the Owner and/or the Organisers at the Exhibition Site may use CCTV equipment for general surveillance purposes.

7.18 **Competitions, Prizes and Gaming**

7.18.1 No Exhibitor shall conduct a competition, offer, prizes or awards, unless application has been made to, and written permission obtained from the Organisers prior to the opening date of the Exhibition.

7.18.2 The Exhibitor will not use or allow any part of the Exhibition Site to be used for any illegal or immoral purposes or for betting or gaming.

7.19 **Competitive Exhibitions**

7.19.1 No exhibition deemed to be competitive to the Exhibition may be promoted from any Stand during the Exhibition.

7.20 **Passes**

7.20.1 Passes, which are granted by the Organisers to admit Exhibitors, Attendants and Exhibitor Contractors will be supplied, free of cost to Exhibitors and are not transferable. No Exhibitor, Attendant or Contractor will be admitted without such a pass being produced to an official appointed by the Organisers on entering the Exhibition Site.

7.20.2 In the event of any such pass being transferred or otherwise disposed of by the Exhibitor, attendants or workmen, the pass will be immediately forfeited and no further pass will be issued. All tickets are issued, and visitors are admitted to the Exhibition, on the understanding that no canvassing is allowed by non-exhibitors, and visitors acting contrary to this condition, or who are suspected of canvassing, render themselves liable to immediate expulsion. No Contractors will be allowed to enter the Exhibition without the written consent of the Organisers. Contractors must apply directly to the Organisers for passes before they will be admitted into the Exhibition Site.

7.21 **Food, Tobacco and Alcohol**

7.21.1 The Sole rights for the distribution and sale of any article of food, drink or tobacco at the Site are held by the catering concessionaires, appointed by the Owner. The Exhibitor shall procure that all such articles including but not limited to tobacco, smokers requisites, beverages, alcoholic drinks, food, ice cream, sweets, confectionary and other refreshments of any nature which are to be consumed on the Exhibition Site by the Exhibitor are obtained from the Owner and the Exhibitor agrees that it will not sell or distribute or permit others to sell or distribute such articles within the Exhibition Site. This condition does not apply to free samples of the Exhibitors products to the extent permitted by the Exhibition Site Regulations.

7.21.2 The Exhibitor shall not use, install or allow to be used or installed by its Employees, Sub-Contractors or Agents or Invitees catering equipment of any kind (including crockery, cutlery, glassware, kettle, coffee maker, hot plate, refrigerator, grill or oven), which has not been supplied either by the Owner or by a supplier appointed by the Owner on any part of the Exhibition Site.

7.22 **Cleaning**

7.22.1 The Exhibitor is responsible for and must keep its Stand clean and tidy during the Exhibition and the Exhibitor shall ensure the collection, removal of waste material produced by working demonstrations of Exhibits and the removal and disposal of crates and stand fitting materials and other items brought on to the Exhibition Site by its Employees, Contractors or Agents. Cleaning of public gangways is the responsibility of the Organisers and will be carried out by Contractors appointed by the Organisers.

8. ORGANISERS RIGHTS

8.1 **Exhibits Subject to Lien**

8.1.1 In the event of any amounts being due to the Organisers from Exhibitors without prejudice to the Organiser's other rights and remedies under these Conditions the Exhibits shall be subject to a lien, and may not be removed without an official pass which must be obtained from the Organisers.

8.2 **Admission to Exhibition**

8.2.1. The Organisers reserve the right to refuse any person admission to the Exhibition without assigning a reason.

8.3 **Withdrawal by the Exhibitor**

8.3.1 Without prejudice to the rights and remedies of the organisers that the Organisers may have under these Conditions, the Organisers may at their discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:

8.3.1.1. The Exhibitor must give written notice to the Organisers that it wishes to withdraw at least 80 days prior to the opening day of the Exhibition and if the Organisers allow such withdrawal they will notify the Exhibitor of their decision in writing.

8.3.1.2. Any such notification by the Organisers to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organisers of a consideration for release from the Contract as specified in Condition 8.3.1.3. below.

8.3.1.3. Where an Exhibitor cancels the booking or when an exhibitor fails to make payment on any of the due dates (whether or not invoiced), the Organisers reserve the right (without prejudice to any of its other rights) to terminate the Contract (in accordance with Condition 11) or accept cancellation of the booking and to apply the following cancellation charges:

8.3.1.3.1. Cancellation within 7 days of the date of signature on the order will be accepted with no charge.

8.3.1.3.2. Cancellation after the 7 day cooling off period and before April 8th 2019 will be subject to 50% Cancellation fee.

8.3.1.3.3. Cancellation after April 8th 2019 will be subject to 100% Cancellation fee. A cooling off period does not apply to bookings made after April 8th 2019.

8.4. **Amendment to Rules, Regulations and Conditions**

8.4.1 The Organisers reserve the right to alter, add to, or amend any of these conditions as may be required from time to time. The decision of the Organisers shall be final. No alterations, additions, amendments, or waiver to or of, these Conditions shall operate to release an Exhibitor from the Contract.

9. INSURANCE

9.1 The Exhibitor shall maintain in force adequate insurance policies to cover its potential liabilities under this Contract and shall on the written request of the Organisers from time to time provide the Organisers with copies.

9.2 The Exhibitor shall do nothing to invalidate any such insurance policy or take or fail to take any reasonable action, or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any such insurance policy.

9.3 The Exhibitor shall notify the Organisers as soon as the Exhibitor becomes aware of any act or thing which may cause any claim to arise under or make void or voidable or cause its premium to be increased or any extra premium to be charged on the insurance of the Organisers or the Owner or any adjoining or neighbouring premises.

10. LIABILITY

10.1 The following provisions of this condition 10 set out the entire liability of the Organisers (including any liability for the acts or omissions of its Employees, Agents and Sub-Contractors) to the exhibitor in respect of:

10.1.1. Any breach of the Contract: and

10.1.2. Any representation, statement or tortuous act or omission (including but limited to negligence) arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these conditions excludes or limits the liability of the Organisers for death or personal injury caused by the Organisers negligence or for fraudulent misrepresentation.

THE EXHIBITORS ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.4

10.4 Subject to Conditions 10.2 and 10.3:

10.4.1. The organisers total liability under or arising out of the Contract whether in contract, tort (including negligence, or breach of statutory duty), misrepresentation or otherwise shall not exceed three times the price payable for the Stand under the Contract: and

10.4.2. The Organisers do not accept any liability under or arising out of the Contract or its subject matter (whether such liability arises due to negligence, breach of Contract, misrepresentation or for any other reason) for any loss of profits, financial or economic loss, loss of sales, failure to make any expected gain or savings, loss of turnover, loss of or damage to business, loss of or damage to reputation, loss of contracts, loss of customers, loss of or damage to any exhibits or materials losses or liabilities under or in relation to any other con tract, wasted management or other staff time, indirect, special or consequential loss or damage, acts or defaults of any contractors or their servants, breakdown or failure of any of the services provided for or in connection with the Exhibition and for the purposes of this condition the term "loss" Includes a partial loss or reduction in value as well as a complete or total loss.

10.5. The Exhibitor acknowledges that all Exhibits, goods and materials brought onto the Exhibition Site are brought at the risk of the owner thereof and the Organisers and the Owner do not accept any such Exhibits, goods and materials into its charge or control and shall not be liable for any theft, loss or damage in respect of such property.

10.6 Neither party is dealing as a consumer within the meaning of section 12 of the Unfair Contract Terms Act 1977 (the "UCTA"). Each party agrees that the indemnity and limitation of liability contained in this Condition 10 satisfies the requirement of reasonableness within the meaning of sub-section 2(2) and section 11 of the UCTA.

10.7 The Exhibitor will indemnify and keep indemnified the Organisers from and against any and all proceedings and claims and against any and all claims, actions, demands, damages, losses, costs, expenses or liabilities which the Organisers incur or suffer:

10.7.1. As a result of a breach or infringement of third party rights by any of the goods, Exhibits and other materials owned or hired or displayed or distributed by the Exhibitor:

10.7.2. As a result of the breach of or non-compliance with the provisions of the Contract by the Exhibitor or any persons Invited directly or indirectly by the Exhibitor onto the Exhibition Site: or

10.7.3. Where injury or damages caused or occasioned to the Exhibition Site, the Shell Stand Scheme or any Exhibits, goods or materials or any third party or to any other Exhibitor or visitors to the Exhibition Site as a result of the wilful or negligent act, default or omission by the Exhibitor, or any persons invited directly or indirectly by the Exhibitor onto the Exhibition Site.

11. TERMINATION

11.1 The Organisers may terminate the contract immediately if:

11.1.1. The Exhibitor has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Exhibitor or for the granting of an administration order in respect of the Exhibitor, or any proceedings are commenced relating to the Insolvency or possible insolvency of the Exhibitor:

11.1.2. The Exhibitor is in breach of any term of the Contract and has (where remediable) failed to remedy such breach within five hours of receipt of written notice from the Organisers specifying the breach and requiring it to be remedied.

11.1.3. The Exhibitor fails on the due date to pay all or part of any sums payable by it under the Contract (whether or not demanded).

11.2 The termination of the Contract (howsoever arising) will be without prejudice to any rights and remedies, which may have accrued to either party.

11.3 Any conditions, which by implication have effect after termination, will continue to be enforceable notwithstanding termination.

12. FORCE MAJEURE

12.1 In this contract, "Force Majeure" shall mean any circumstances beyond the reasonable control of the Organisers and in particular but without limitation, acts or restraints of the government or public authorities, strikes, lockouts or other industrial disputes (whether involving the work force of the Organisers or of any other party), blockage or embargo, failure of supplies of power, fuel, transport, equipment or other goods or services, failure by the owner or any previous organisers to vacate the Exhibition Site or any part of it or to leave the Exhibition Site clean and tidy, in good order and condition and clear of all obstructions, structures, goods, waste and other materials intended to be removed before the start of the exhibition, breakdown or failure of equipment, damage to the Exhibition Site by explosion, corrosion, ionising, radiation, radioactive contamination, natural disaster, subsidence, heave, landslide, impact, act of God, or riot, civil commotion, malicious or negligent act or accident or criminal damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or default of suppliers or sub-contractors.

12.2 Where by reason of Force Majeure, the Organisers are or anticipate that they will be prevented or hindered from performing their obligations under the Contract, including but not limited to permitting the Exhibitor to use all or part of the Exhibition Site or exercise any or all of its rights under the Contract, then the Organisers may during or prior to the Exhibition give notice in writing to the Exhibitor terminating the Contract.

12.3 In the event of termination under condition 12.2 the Organisers will not be liable for any costs howsoever incurred by the Exhibitor or its Agent, Sub-Contractors or Employees or other persons and subject to the foregoing, termination shall be without prejudice to any party's rights against the other in respect of breaches of their respective obligations prior to the date of termination.

12.4 In the event of termination of the contract pursuant to condition 12.2 (subject to condition 12.5) the organisers shall have no liability to the Exhibitor save that where the Organisers receive any monies from the Owner in respect of the price paid for the Stand by the Organisers where there has been a Force Majeure event such monies shall be distributed equally amongst the Exhibitors by the Organisers.

12.5 If the cause preventing or hindering the Organisers from fulfilling their obligations is a strike or other industrial action originating from a dispute involving the Exhibitor or their respective contractor, sub contractors or agents either with the Organisers or the Owner, the Organisers shall not be bound to repay the Exhibitor any part of the price for the Stand in accordance with condition 12.4 and all instalments of the price outstanding shall immediately become due and payable in full.

13. ASSIGNMENTS AND TRANSFER

13.1 The Exhibitor shall not be entitled to assign, hold upon trust for any third party sub-licence, dispose of or deal with the benefit or burden of the Contract or any part of it.

13.2 Exhibitors may not assign, sub-let or grant licences in respect of the whole, or any part of the Stand allotted to them.

14. GENERAL

14.1 Each right or remedy of the Organisers under the Contract is without prejudice to any right or remedy of the Organisers whether under the Contract or not.

14.2 If any provision of the Contract is found by any court, tribunal or administrative body of the competent justification to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

14.3 If there is any conflict in meaning between any provision of these Conditions and the Exhibition Space Contract respectively, effect shall be given to these Conditions in preference to the Exhibition Space Contract.

14.4 Failure or delay by the Organisers in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

14.5 Any waiver by the Organisers of any breach of, or any default under, any provision of the Contract by the Exhibitor will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

14.6 A person who is not a party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This Condition 14.6 does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.

14.7 The formation, existence, construction, performance, validity, and all aspects of the Contract shall be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts.

15. NOTICES

15.1 Any notice or other communication to be given under these Conditions must be in writing and may be delivered or sent by pre-paid first class letter post or email transmission.

15.2 Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by email transmission, at the time of transmission.