

1. Definitions

1.1 The following definitions shall have the following meanings:

- (a) "Authorities": the relevant District or County Council, Metropolitan Borough Council or other local authority; the relevant Fire Brigade; the relevant Police Department; The Home Office; H M Customs and Excise, and/or any other relevant Governmental department or body or any other competent authority having jurisdiction in respect of the locality in which the Exhibition is located, in respect of the Exhibition, any exhibit included in the Exhibition or any activity connected with the Exhibition;
- (b) "Booking Form" the booking form to apply to take a Stand at the Exhibition completed and signed by the Exhibitor;
- (c) "Cancellation Fee": is equal to the total amount of the Charges set out in the Contract.
- (d) "Charges": the total cost payable by the Exhibitor as specified in or notified to the Exhibitor pursuant to the Contract;
- (e) "Contract" the agreement between the Organiser and the Exhibitor comprising the Booking Form, these Terms and Conditions, the relevant invoice(s) and the Rules and Regulations (and shall include the provision of such ancillary services as may be agreed, including as to sponsorship, promotional items and marketing);
- (f) "Data Protection Legislation" means the General Data Protection Regulation EU 2016/679 (to the extent remaining applicable) and the Data Protection Act 2018 and all relevant secondary legislation and regulations in force;
- (g) "Exhibition": refers to the event stated above;
- (h) "Exhibition Hall": refers to the events centre or venue where the Exhibition is to be held;
- (i) "Exhibitor": the applicant named in the Contract and, where the context admits, together with its employees, consultants, agents, contractors and subcontractors;
- (j) "Exhibitor's Manual": the document setting out (among other things) details of the services and other matters relating to the Exhibition, a copy of which will be sent to the Exhibitor in advance of the Exhibition;
- (k) "Organiser": Diversified Business Communications UK Limited or other entity specified in the Contract as the organiser of the Exhibition, together with its employees, consultants, agents, contractors and subcontractors;
- (l) "Owner": all persons having any proprietary right or interest in or over the Exhibition Hall (or any part thereof) from whom the Organiser must obtain the right and any necessary consent or approval to use the Exhibition Hall for the purposes of the Exhibition;
- (m) "person": includes any individual, business, company, sole trader, partnership or other legal entity;
- (n) "Rules and Regulations": the rules and regulations set out in the Exhibitor's Manual;
- (o) "Stand": shall, unless otherwise specified, include any stand or space-only site or other area made available to the Exhibitor as shown in the Contract; and
- (p) "Sub-Exhibitor": a person requested by the Exhibitor on the relevant form in the Exhibitor's Manual and agreed by the Organiser to become a sub-exhibitor.

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

2. Commencement and payment

2.1 The Contract comes into effect and is binding on the parties on receipt by the Organiser of a Booking Form signed by the Exhibitor in a form acceptable to the Organiser. The Exhibitor hereby undertakes to comply with its obligations under the Contract at all times.

2.2 Charges payable by the Exhibitor must be received by the Organiser in cleared funds as follows:

- (a) 10% deposit due on allotment of the Stand;
 - (b) 25% by 12th August 2022;
 - (c) 25% by 28th October 2022; and
 - (d) Remaining 40% of total balance is payable by 13th January 2023. All contracts entered into and dated after 13th January 2023 are due for immediate payment in full.
- 2.3 A special show offer rate (if applicable) is subject to receipt of payment by the above due dates. In the event of a late payment, the Organiser reserves the right to revoke a special show rate offer and apply the applicable standard rate.

2.4 If all payments due are not received by the due dates, the Organiser may exclude the Exhibitor from the Exhibition, terminate the Contract and/or (without prejudice to any other rights or remedies of the Organiser) charge the Exhibitor interest at the rate of 4% per annum over the base rate applying from time to time of HSBC plc on any of the Charges not paid by the due dates for payment, from such dates until the same are paid.

2.5 VAT: Value Added Tax will be charged on invoices to Exhibitors if required by UK law. Invoice dates will be the tax point dates for VAT purposes.

3. Withdrawal, cancellation and reduction of space

3.1 If an Exhibitor:

- (a) Gives notice of its desire to cancel its participation in the Exhibition after the Contract has been entered into; or
- (b) fails to meet any payment obligation (whether as to the amount or date of payment); or
- (c) fails to attend and occupy the Stand at least 2 hours before the Exhibition opens; the Organiser reserves the right to resell or reallocate the Stand and the Exhibitor will be liable to the following Cancellation Fee:
- (d) cancellation notice received on or before 28th October 2022 - 60% Cancellation Fee;
- (e) cancellation notice received after 28th October 2022 - 100% Cancellation Fee; and
- (f) as for Contracts dated on or after 28th October 2022 - 100% Cancellation Fee.

3.2 Written notice of cancellation must be received by the Organiser not later than the relevant date stated above. It is the duty of the Exhibitor to ensure that the notice has been received.

3.3 Notwithstanding that the Organiser may resell or reallocate the cancelled Stand or space (or as reduced as provided below) the Exhibitor is liable for the full Cancellation Fee as set out above.

3.4 If an Exhibitor wishes to reduce the size of a Stand or space once the Contract has been entered into written notice of such a wish must be given to the Organiser. The Organiser in its discretion may reduce the Charges proportionately according to the amount by which the Stand area is reduced and the Organiser may resell or reallocate the excess space in question.

3.5 To the extent that any such amounts have not been paid, the balance shall be immediately due and payable and if more than the Charges as so reduced has been paid, the Organiser shall refund the balance to the Exhibitor following receipt of the notice referred to in paragraph 3.4.

4. Licence to occupy and alterations

4.1 The Contract (among other things) constitutes solely a license to exhibit at the Exhibition and is not a tenancy and no right, title or interest in land or buildings is created.

4.2 The Organiser reserves the right at any time to make such alterations to the floor plan of the Exhibition as may in the Organiser's opinion be necessary in the best interest of the Exhibition as a whole and to alter the shape, size or position of the space allotted to the Exhibitor.

4.3 If, as a result, the space allotted to the Exhibitor is reduced, a proportionate allowance will be made to the Exhibitor by adjustment of the Charges. No alteration to the space allotted will be made in such a way as to impose on the Exhibitor any greater liability for Charges than provided in the Contract.

5. Exhibitor's Manual

A copy of the Exhibitor's Manual will be delivered to the Exhibitor prior to the Exhibition. All relevant forms must be completed and given to the Organiser by the dates stated on the forms.

6. Postponement or cancellation and exercise of rights

6.1 The Organiser may at any time by notice cancel, postpone or (if started) suspend the Exhibition, in whole or in part (a "Cancellation Event") in the event of:

- (a) an epidemic or pandemic (as defined by any recognised regulatory agency) or other health emergency;
- (b) an act of God, fire, explosion, flood, drought or other natural disaster;
- (c) a terrorist act, threat of terrorism, strike, lockout, civil disturbance, protest, demonstration, riot, war, accident;
- (d) the non-availability of the Exhibition hall for other reason, the suspension of road or public transport or an order or action by an Authority making the Exhibition impractical;
- (e) in the Organiser's opinion a shortage of bookings or other support by suppliers, Exhibitors or visitors for the Exhibition; or
- (f) any other cause not within the Organiser's reasonable control.

6.2 If a Cancellation Event occurs the Organiser:

- (a) may in its discretion determine whether it is feasible to hold the Exhibition in another place and/or at a later date;
- (b) is not required to give any allowance or refund and may retain all Charges paid to date and all further Charges remain payable, except in the case of 6.1(e);
- (c) is not liable in any way to the Exhibitor, including, without limitation, in respect of any actions, claims, liabilities, damages, losses (including consequential losses), loss of sales, loss of opportunity, damage to reputation, or costs or expenses suffered or incurred by the Exhibitor, whether directly or indirectly, as a result of the Cancellation Event; and
- (d) may determine whether to terminate the Contract in whole or part.

6.3 The Organiser shall be entitled to exercise all or any of the rights, powers or discretions conferred on it by this paragraph 6 without assigning any reason. In no circumstances shall the exercise by the Organiser of any of these rights, powers or discretions give rise to any claim against it.

7. Application, interpretation and amendments

The Organiser reserves the right to add to, alter or vary any of the terms of the Contract (including the Rules and Regulations), either generally or in respect of one or more exhibitors, to the extent in the Organiser's opinion necessary:

- (a) to comply with any relevant Authorities;
- (b) to remove any ambiguity or inconsistency;
- (c) to ensure the smooth running of the Exhibition;
- (d) to better protect the interest of the exhibitors as a whole;
- (e) to comply with any insurance policy of the Organiser or Owner; and
- (f) to alleviate or remove any actual or potential risk to the health or safety of persons in the Exhibition.

8. Disputes

Questions or disputes that may arise between the Organiser and the Exhibitor or between exhibitors regarding the interpretation or meaning of this Contract or the implementation thereof, and all questions and disputes not provided for by this Contract, shall be referred to and determined by the Organiser whose decision in relation thereto shall be final.

9. Occupation of the Stand

9.1 The Exhibitor is obliged to occupy the Stand allocated by the Organiser. The Stand must be occupied by representatives of the Exhibitor (or Sub-Exhibitor if applicable) at all times during the hours that the Exhibition is open to the public.

9.2 In no circumstances will an Exhibitor be permitted to erect or occupy its Stand if the Charges have not been paid in full. Should an Exhibitor be prevented from occupying its Stand for this reason, all Charges paid shall be forfeited and the balance

of the whole of the Charges due under the Contract shall be recoverable forthwith by the Organiser. The Organiser shall be entitled to utilise the Stand allotted to such an Exhibitor in such manner as the Organiser thinks fit, and to recover from the Exhibitor any expenditure involved in so doing.

9.3 All exhibits, products and materials of the Exhibitor in the Exhibition Hall are subject to a general lien and power of sale in favour of the Organiser for all Charges or other sums due from an Exhibitor to the Organiser.

9.4 The Exhibitor shall not distribute leaflets or other materials or promote products or services in the Exhibition Hall except on the Stand as detailed on the Contract.

9.5 Unless permitted by the Organiser, the Exhibitor shall not within the Exhibition Hall:

- (a) promote its participation in any other event;
- (b) make sales of products or services for cash or in kind;
- (c) bring or distribute alcoholic beverages or operate games of chance or lottery devices;
- (d) use live microphones or loudspeakers (other than laptops and like devices) or cause annoyance to other exhibitors or visitors or do or say anything derogatory or detrimental to the reputation of the Organiser or others; or
- (e) take photographs or video or audio recordings for commercial purposes.

10. Subletting

10.1 Exhibitors shall not sublet or divide the Stand allotted to them or permit the Stand to be utilised by any other person without the Organiser's prior consent in writing by completing the Sub-Exhibiting form in the Exhibitor's Manual.

10.2 Without the written consent of the Organiser, no name(s) other than that of the Exhibitor may be displayed on the Stand, nor may any literature or marketing in any form in respect of any goods or products other than those of the Exhibitor be displayed or distributed.

10.3 After approval had been obtained for sub-letting a stand the Exhibitor shall pay an additional fee in respect of each Sub-Exhibitor. The fee will include a free inclusion into the show catalogue, a fascia board with the Sub-Exhibitor's name (space permitting) and named exhibitor badges for the Sub-Exhibitors.

10.4 The Exhibitor will be responsible for the Sub-Exhibitor's acts, errors and omissions and for any subsequent costs incurred by the Sub-Exhibitor.

11. Right of entry

The Organiser and the Owner and those authorised by them respectively have the right to enter the Exhibition Hall and Stands at any time to carry out inspections, execute works, repairs and alterations and for all other purposes. No compensation will be payable to the Exhibitor for damage, loss or inconvenience caused by the reasonable exercise of this power.

12. Risk and insurance

12.1 The Exhibitor shall occupy the Stand and undertake all of its activities in the Exhibition Hall at all times entirely at its own risk.

12.2 The Exhibitor accepts liability for all acts or omissions of the Exhibitor and its employees, contractors, agents and visitors and Sub-Exhibitors (whether arising from personal injury or damage to property or otherwise).

12.3 The Exhibitor hereby indemnifies the Organiser against all actions, suits, proceedings, claims, demands, losses (including legal costs), liabilities, damages, costs and expenses taken or made against the Organiser or incurred or payable arising directly or indirectly from the acts or omissions of the Exhibitor (including but not limited to damage to any part of the Exhibition Hall or outside areas or the supply of products or samples of any kind, whether sold or given away free).

12.4 The Organiser may admit, dispute, settle, compromise or otherwise deal with any claim or proceeding arising from the matters mentioned in paragraph 12.3 as it sees fit but will keep the Exhibitor advised of the progress of the same.

12.5 The Organiser shall take such precautions as it considers appropriate for the proper running of the Exhibition. However, the Organiser will not (to the fullest extent of the law) be responsible for the safety of the Stand or any exhibit, property or materials of the Exhibitor or any other person.

12.6 The Organiser and shall not be liable for any loss of or damage:

- (a) to the items mentioned in paragraph 12.5 whether by theft or fire or any other cause;
- (b) sustained by the Exhibitor by reason of any defect in the Exhibition Hall; or
- (c) caused by any event or circumstance mentioned in paragraph 6.1 whether or not causing the Exhibition to be cancelled, postponed or suspended.

12.7 The Exhibitor agrees and undertakes to insure in their full replacement value the contents of the Stand and all associated ancillary equipment and materials.

12.8 It is a condition of this contract Exhibitors arrange adequate insurance to protect themselves and others attending the show. The minimum limit of Public Liability expected is £2 million each occurrence. To provide you with this level of minimum cover and further additional covers for your benefit, The Organiser has arranged for Exhibitors to be protected under their insurance policy for an Insurance Participation Fee charged with your stand/space rental. An "Evidence of Insurance as an Exhibitor" document, summarising the cover provided, will be issued by The Organiser. Once you have paid the Insurance Participation Fee, you will need to complete your Evidence of Insurance document and keep it with you while exhibiting as this will act as your proof of cover. Please note the Insurance Participation Fee must be paid to initiate your insurance protection and payment must be made no later than the start of the build-up period of the event. The Standard Limits and Cover provided to our participating Exhibitors are:

Cover Headings	Standard Limits	Brief Summary of the Cover
Exhibitor Expenses	GBP 20,000	Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Exhibitor Property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of your staff/representatives; failure to vacate the Venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond your control.
Exhibitor Property	GBP 20,000	Physical loss of or damage to property for which you are responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition. You are responsible for the first £50 of any claim.
Exhibitor Liability	GBP 2,000,000 any one occurrence	Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the Venue. You are responsible for the first £250 of any claim for third party property damage.

12.9 If you believe you already have adequate Public Liability cover in place you will need to send proof of your insurance to exhibitor@inevexco.co.uk. Your document will be reviewed by InEvexco Ltd, who are a specialist insurance broker who administer the Organiser's Exhibitor Insurance. This should be sent through at least 30 days prior to the exhibition opening. If for any reason your Evidence of Alternative Insurance is deemed inadequate by InEvexco then The Organiser will inform you why this is the case and what you need to do to satisfy the contract conditions regarding insurance. If you disagree with InEvexco's decision you may make use of InEvexco's appeals procedure.

A full specimen policy wording, showing the terms, conditions and exceptions of the cover and the Exhibitors Insurance Product Information Document is available from InEvexco via their website <https://www.inevexco.co.uk/our-services/event-and-exhibition-exhibitors-insurance>. We strongly recommend you read the Inevexco policy wording as some exclusions apply. This service is provided on a non-advised basis and you should make sure the limits offered are sufficient for your needs.

12.10 The Organiser accepts no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of, quality, fitness for purpose or access to or provision of the insurance policy by InEvexco Ltd. The Organiser has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of InEvexco Limited or any third parties required to provide the insurance policy and related services hereunder.

12.11 The Organiser requires Exhibitors to have adequate Public Liability insurance cover when they exhibit at its events. This is incidental to the services the Organiser provides as the event organiser. InEvexco Ltd are authorised and regulated by the Financial Conduct Authority (FCA) to provide relevant insurance mediation services, under number 579079. The FCA's register can be accessed through www.fca.gov.uk.

13. Approval of exhibits and materials

The Exhibitor must satisfy itself that its exhibits and/or products comply in all respects with this Contract, including the Rules and Regulations, and the applicable requirements of all relevant Authorities. The Organiser reserves the right at any time before or during the Exhibition to require any exhibit (in whole or part) and any material or product be removed.

14. Stand constructions

14.1 Shell scheme Stands will be provided by the Organiser and will be in accordance with the specifications given in the Exhibitor's Manual. The conditions governing the carrying out of all additional construction work, with which the Exhibitor must comply, are also contained in the Exhibitor's Manual. All corner site Stands must retain their open sides and the Exhibitor must not erect a wall or solid object above a height of 1m.

14.2 Space only Exhibitors must make their own arrangements for Stand design and construction of Stands for space only sites and may use either the official contractor or a contractor of its choice. All such Stands must be subject to the approval of the Organiser and the Exhibitor must submit detailed drawings with full plan/elevations and details of construction and other works to be carried out, materials, method of construction and the name of the proposed contractor, at least two months prior to the opening of the Exhibition. Positions and dimensions of machinery and large exhibits must be shown. No solid walls along the circumference of the Stand will be permitted. Exhibitors must satisfy the Organiser that the erection and demolition of the Stand can be carried out safely and within the allotted time.

15. Promotion and representation

15.1 The Organiser will use its reasonable endeavours to organise and promote the Exhibition in such a manner as it considers appropriate and it reserves the right to amend or vary the manner or methods of such organisation and promotion.

15.2 Any statements made by or on behalf of the Organiser as to audience projections or methods or timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

16. Exclusion from the Exhibition

16.1 Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the Exhibition:

- (a) the Organiser shall be entitled (i) at the Exhibitor's risk and expense to break open any locks, doors, night sheets, or other protective structure on the Stand or any containers and to dismantle its Stand and to remove and take possession of (and if it thinks fit to place in store) any exhibits or other goods (including any Stand fittings) belonging to the Exhibitor and; (ii) to enter a contract with some other person to occupy the Stand;
 - (b) the Exhibitor shall refund to the Organiser any expenses (including storage charges) which the Organiser may have suffered or incurred, and the Organiser shall have a lien on all exhibits or other goods taken into its possession for all sums due to it from the Exhibitor, including any such expenses and the costs of enforcing the Exhibitor's rights hereunder; and
 - (c) the Exhibitor shall indemnify the Organiser against all claims, demands or proceedings that may be made or threatened against the Organiser by any third party which arise as a result of the Organiser exercising its power under this paragraph 16.
- 16.2 The Organiser shall not incur any liability to the Exhibitor by reason of excluding the Exhibitor or of the exercise by the Organiser of any of its powers under this paragraph 16 nor shall the Organiser be liable to the Exhibitor for any loss or damage to any Stand, exhibits or goods howsoever caused; and
- 16.3 The Exhibitor so excluded shall not be entitled to any refund of the Charges or for expenditure incurred for Stand construction or materials or for Exhibits or otherwise in connection with the Exhibition as if he had occupied the Stand throughout the Exhibition.

17. Total liability

- 17.1 The Organiser's total liability in contract, tort, (including negligence or breach of statutory duty) or otherwise arising from or in connection with the performance or contemplated performance of this Contract shall be limited in all circumstances to the Charges paid or payable by the Exhibitor.
- 17.2 Nothing in the Contract shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

18. Termination for cause

- 18.1 The Organiser shall be entitled to terminate this Contract on immediate notice and exclude the Exhibitor from the Exhibition Hall if the Exhibitor:
- (a) or its Sub-Exhibitor commits any breach of or fails to observe any term of the Contract;
 - (b) becomes insolvent or any liquidation or administration proceedings are commenced (other than voluntary liquidation for the purpose of amalgamation or re-construction) or a receiver is appointed; or
 - (c) fails to pay any sum due under the Contract as provided herein.
- 18.2 If so terminated the Organiser shall have no liability to the Exhibitor for such termination and/or exclusion or to refund any of the Charges paid or payable.
- 18.3 Any termination of the Contract by the Organiser for any reason shall be without prejudice to the accrued rights and entitlements of the Organiser in respect of any antecedent breach or unfulfilled obligation of the Exhibitor.

19. Health and safety

- 19.1 The Exhibitor is responsible for ensuring that its Stand is maintained in a clean and orderly state during the Exhibition.
- 19.2 The Exhibitor's materials must conform to applicable laws, regulations and conditions concerning dangerous materials, combustible or otherwise.
- 19.3 All inflammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with applicable law and the Exhibitor must adhere to all fire and safety regulations which affect the Exhibition Hall.

20. Data protection

The Exhibitor shall comply with all applicable requirements of the Data Protection Legislation in its collection, use, processing and storage of personal data from visitors to the Exhibition or otherwise. The parties acknowledge that, in respect of such personal data, for the purposes of the Data Protection Legislation, the Exhibitor is the Data Controller. Without prejudice to the generality of this clause, the Exhibitor shall ensure that it has all necessary appropriate consents and notices in place.

21. Data

We, the organisers, work with contractors who provide services on our behalf, that allow us to build and service your stand requirements, including stand build, electrics and registration services. As part of the terms of your contract with us, we need to provide your contact details to our contractors so that they can contact you directly to organise these services.

22. Intellectual property

- 22.1 The Exhibitor may only be entitled to use the Organiser's name, uses and logos for the purposes of promoting its attendance at the Exhibition and in accordance with any style guides or other instructions issued by the Organiser.
- 22.2 The Exhibitor hereby grants to the Organiser a worldwide, non-exclusive, royalty-free licence to use its name, logos and trade marks (registered or otherwise) for promotional and commercial use in connection with the Exhibitor's involvement with the Exhibition (including, without limitation in any online or physical promotional materials prepared by or on behalf of the Organiser for the Exhibition).
- 22.3 Except where the Contract expressly states otherwise, nothing in the Contract shall give either party any right, title or interest in the intellectual property rights of the other or to any associated goodwill and the parties acknowledge and agree that all such rights and goodwill are and shall remain vested in the other.

23. Notices

A notice given to the Exhibitor or the Organiser under the Contract shall be given in writing. Such notice may be given by hand or courier or post to the principal address of the receiving party or by email (in the latter case an acknowledgement shall be requested).

24. Invalidity, representations, governing law etc.

- 24.1 If any provision or part thereof of the Contract, including the Rules and Regulations, shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision or part thereof all of which shall remain in full force and effect.
- 24.2 No statement, representation or warranty (whether express or implied) given or made by or on behalf of the Organiser shall form part of the Contract unless agreed in writing. Any other terms or conditions sought to be imposed by the Exhibitor are hereby expressly excluded.
- 24.3 The Contract shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.
- 24.4 No failure or delay by any person in exercising any right, power or privilege under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

25. Social Networks

By signing this contract you are giving the Organisers and its staff permission to promote your participation at the exhibition. This may include content on websites, social media, printed literature, video and email communications.

