

TERMS & CONDITIONS OF BOOKING

STAND CONSTRUCTION.

All shell stands will be constructed by the official Stand contractor to the exhibition. The Organisers may make changes in the layout of the Exhibition between the time when the booking is entered into and the Exhibition is held for any reason, including, for example, the need to accommodate additional features in the Exhibition or to comply with any requirements of the Authorities and/or the owner of the Venue.

PAYMENT TERMS will be as per the confirmation of booking.

CANCELLATION FEE

Should the Exhibitor wish to withdraw from the Exhibition at any time this should be done by notifying the Company of its wish to withdraw in writing. In addition, the Company may by written notice to the Exhibitor accept non-payment by the Exhibitor by the due date for payment of any instalment of the Fee as notice of the Exhibitor's withdrawal from the Exhibition. In the event of the Exhibitor's withdrawal, a cancellation fee as shown below will become immediately payable by the Exhibitor to the Company.

The cancellation fee shall be calculated as follows:-

Date of Withdrawal	Percentage of the Fee Payable
6 months or more before the Exhibition	20%
More than 3 and less than 6 months before the Exhibition	50%
3 months or less before the Exhibition	100%

less in each case any part of the Fee already paid by the Exhibitor to the Company.

In the event of withdrawal the Company may resell or reallocate the Stand allocated to the Exhibitor. Even if it does so, the Company will be under no obligation to reimburse or reduce any payment made or to be made by the Exhibitor under the rules of cancellation.

For the purpose of this Condition, withdrawal will be deemed to take place on the date upon which notice of withdrawal is received by the Company or given by the Company in the case of non payment by the Exhibitor of any instalment of the Fee.

DAMAGE

If any damage or injury shall be caused or occasioned by the Standholder or his representatives on any person or to the venue or its contents or any other thing whether of like nature or not for which the Organisers would be liable however such damage or injury may be caused, the Standholder shall indemnify the Organisers and their contractors against any liability, loss or damage caused by the acts of negligence of any person employed by him or under his direction. The Organisers reserve the right to refuse any application for space or prohibit any exhibit without assigning any reason for such refusal or prohibition.

IF THE BUILDINGS for the Exhibition are not available, through any circumstances; the Organisers may secure alternative buildings. If the allotted space cannot be provided the Organisers reserve the right to substitute whether similar or not, another area to meet the Standholder's requirements. In the event of the cancellation or postponement of the Exhibition through the Halls being unavailable through strikes, lockouts, war, act of God, force majeure, damage by fire or water or any other cause whatsoever (other than the default of the Standholders) the Standholders shall be entitled to the return of his rental, but shall not be entitled to receive from the Organiser any monies in respect of any expenses entailed in the preparation or installation of this Stand, nor liquidated damages nor any other payment whatsoever.

IF THE HALL becomes unavailable through any of the above causes during the run of the Exhibition, no return of any other monies paid or due by the Standholders to the Organisers, under the booking, shall be repayable.

EXHIBITOR'S STAFF shall not annoy anyone by solicitations and any Standholder or assistant breaking these rules may be expelled by the Organisers from the buildings and not allowed to re-enter without the written permission from the Organisers. The Organisers may without giving any reason for so doing, refuse admission or remove any person or persons they consider to be acting improperly or annoying the public and may prevent such person or persons against entering the building.

NO STANDHOLDER shall do anything to jeopardise the current insurance or licences and every Standholder shall in all cases comply with all requirements of any fire insurance officers, the local or other authority.

DISPUTES

The agreement does not constitute a tenancy, but a licence to exhibit, notwithstanding anything which may appear herein to the contrary. If any question or dispute arises not provided for in these Rules and Regulations, the Organisers reserve unto themselves the right to settle such question or dispute and their decision shall be accepted by the Standholders as binding and final.

THE ORGANISERS reserve the right to cancel a stand booking at their discretion and without giving any reasons, but any stand rent already paid will then be refunded in full.

THE STANDHOLDERS must keep their exhibits staffed and stands in good order and well displayed, during the hours the Exhibition is open. Under no circumstances must displays be removed prior to the closing time of the Exhibition.

DISMANTLING OF EXHIBITS

Exhibits must not be removed and displays must not be dismantled either partially or totally, before the closing time on the last day of the exhibition. All exhibits and display material must be removed as soon as possible after official closing.

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CONTRACTORS other than those authorised will not be allowed to enter the building without written consent of the Organisers.

STANDHOLDERS' EXHIBITS and advertisements must be strictly confined to the space allotted. Any exhibit found in the gangways or passages after opening time on any day will be removed by the Organisers at the risk of the Standholder. Standholders and attendants are NOT permitted to use the gangways for solicitations. All business must be conducted from inside the limits of the space booked by the Standholder, and noisy amplifiers will not be permitted on the Exhibition Stands.

The Exhibitor may not bring into the Exhibition (and shall not permit any other person to bring into the Exhibition) any explosives, detonating or fulminating compounds. Primings, fireworks, matches and similar objects can only be exhibited in the form of imitations and on condition that they contain no inflammable matter. Only goods described at the time of application may be displayed on stands and, on request by the Organiser, the Exhibitor shall remove from the Exhibition any goods not approved by the Organiser.

CANCELLATION, POSTPONEMENT OR CHANGE OF VENUE

The Company may at any time cancel, postpone or move the Exhibition to another Venue if the Company thinks fit. The Company will notify the Exhibitor as soon as possible if the Exhibition is cancelled or postponed or moved to another venue. If the Exhibition is cancelled, the Company will repay to the Exhibitor (without interest) any instalments of the Fee paid by the Exhibitor to the Company and the Booking will be cancelled. If the Exhibition is postponed or moved to another venue, the Booking will remain in force for the new dates and Venue provided that the new dates and/or Venue are in the reasonable opinion of the Company appropriate for the Exhibition.

Except as expressly provided in this Condition, the Company shall have no liability in booking or in tort or otherwise to the Exhibitor arising out of or in respect of any cancellation or postponement of the Exhibition or of it being moved to a new Venue howsoever arising.

EXHIBITION REGULATIONS AND MANUAL

The Exhibitor agrees to obey any reasonable instructions given to him by or on behalf of the Company in connection with the Exhibition.

In particular, the Exhibitor agrees to comply with the Exhibition Regulations. The Exhibition Regulations will cover such topics as:

- Stand design and presentation
- Erection and clearance of Stands
- Restrictions on permitted activities during the Exhibition
- Arrangements for celebrity appearances
- Exclusions of dangerous materials and fire precautions
- Compulsory Employers', Public Liability and Cancellation Insurance
- Trading Standards and Counterfeit Goods
- Electrical installation
- Admissions and passes
- Sound and radio equipment
- Storage of stock
- Stand opening times

The detail of the Exhibition Regulations varies from exhibition to exhibition. An example of regulations drawn up for a previous exhibition is available on request from the Company.

Approximately three months before the date of the Exhibition the Company will produce an online manual containing the Exhibition Regulations and other instructions and will send a link to all Exhibitors. The Exhibitor agrees that he and any contractors retained by him will observe and obey the Exhibition Regulations and instructions contained in the handbook. Failure to do so will be a breach of the Booking.

The Authorities and the owner of the Venue may also impose certain requirements or regulations with regard to the Exhibition. These requirements may relate, for example, to health and safety, trading standards, procedures relating to emergencies, access to the Venue and parking. The Exhibitor agrees that he and any contractors retained by him will comply with any such regulations or requirements. If the Company has reason to believe that the Exhibitor is in material breach (which shall include the Authorities informing the Company that the Exhibitor is in material breach) of any such regulations and/or requirements the Exhibitor shall be in material breach of the Booking.

INSURANCE

The Exhibitor shall take out and maintain insurance with an insurance company and with a level and extent of cover approved by the Company (including, without limitation, normal product and public liability and employee liability insurance) and shall on demand produce to the Company a copy of the policy and evidence that it is in force and the insurers are not entitled to exercise subrogation rights against the Company.

HEIGHT OF STANDS

The normal height limit on display spaces or other items is 2.5 metres. The Exhibitor wishing to construct a display of over 2.5 metres must submit a proposal plan for approval by the Company and obtain written approval. Any stand construction of 4m and above will require a structural survey to be carried out at additional cost to the standholder.

TERMS & CONDITIONS OF BOOKING

LIABILITY OF THE PARTIES

In addition to its liability to pay the Fee, the Exhibitor will be liable:-

- to pay any additional amounts which may be charged by the Company to the Exhibitor in accordance with the Exhibition Regulations or for goods or services provided at the Exhibitor's request to the Exhibitor by or on behalf of the Company;
- to indemnify the Company and keep the Company indemnified against any claims made against or liabilities incurred by the Company as a consequence of any breach by the Exhibitor of any its obligations under the Booking or otherwise arising as a result of anything done or omitted to be done by the Exhibitor in connection with the Exhibition or at the Venue.
- Although the Company and the owner of the Venue arrange for security at the Exhibition, the primary purpose of the security provided by them is to ensure the safety of the public at, and control of access to and egress from the Exhibition. The Company is not responsible for the safety of Exhibits nor of any other property of the Exhibitor or for the death or personal injury (except where such death or personal injury is caused by the negligence of the Company or by persons for whose actions the Company is legally responsible) of the Exhibitor's officers, staff, contractors, visitors or guests at the Exhibition.
- Notwithstanding anything contained in the Booking (except in respect of any liability for death or personal injury caused by the negligence of the Company or by persons for whose actions the Company is legally responsible) the liability of the Company to the Exhibitor under the Booking or otherwise arising out of or in connection with the Exhibition, whether in booking, tort (including negligence) or otherwise, shall not exceed the greater of:-
- the total amount of the Fee actually paid by the Exhibitor to the Company in accordance with the Booking; and
- the amount recovered by the Company under any policy of insurance in respect of the claim made against it by the Exhibitor, plus the amount of any excess or deductible which, in accordance with the conditions of the insurance policy, is to be borne by the Company.
- These limitations on liability do not apply in respect of any fraudulent misrepresentation.
- The Company will not be liable for the supply to the Exhibitor of any goods or services whether by the owner of the Venue or by any suppliers designated as official suppliers in the Exhibition Handbook or by anyone else.
- In no circumstances will the Company be liable for any failure by it to perform any obligation under the Booking arising as a result of circumstances beyond the reasonable control of the Company.
- In certain circumstances the Exhibitor may wish to organise activities or events on its Stand which are or may in the opinion of the Company involve some risk to participants or the public or other people at the Exhibition or their property. In those circumstances, the Company may require the Exhibitor:-
- to enter into a separate indemnity by way of deed in favour of the Company and/or such other person as the Company may specify in respect of any liability arising from such activity or event; and
- require the Exhibitor to obtain from participants a form of waiver and/or indemnity in terms approved by the Company.
- The form of such indemnities and/or waivers will be contained in the Exhibition Handbook.
- For the purposes of this condition, the expression "the Company" shall include any corporation associated with the Company, including Archant and any companies controlled by them and their respective officers, employees and agents

ELECTRICAL INSTALLATION SOUND AND VISUAL AID EQUIPMENT

All electrical installation must be undertaken by the official electrical contractor as listed in the Exhibition Handbook and the Exhibitor will be responsible for settling accounts direct with the contractor. No electrical work may be carried out without the prior written approval of the Company and no device will be permitted if in the opinion of the Company it may become a nuisance to other exhibitors and visitors. The Exhibitor shall not use sound amplification equipment unless the sound is contained within the area of the space allotted to him. The Exhibitor shall ensure that any visual aid equipment for his stand shall also be sited so that intending viewers congregate within the limits of the Exhibitor's stand. The Exhibitor shall ensure that no leads connected to any device shall be taken outside the limits of the Exhibitor's allotted space.

ADMISSIONS AND PASSES

The Exhibitor shall ensure that any non transferable passes supplied to admit the Exhibitor and his workmen and mechanics are presented on request. If such a ticket is transferred or otherwise disposed of it will become immediately forfeited and no further ticket will be issued. The Company reserves the right to refuse admission to any person or persons to the Exhibition without giving any reason and to expel any person whose conduct or presence in the opinion of the Company renders such action desirable.

CLEANING

The Company will provide a cleaning service at no extra cost to the Exhibitor. The Exhibitor is required to place all rubbish from his stand accessible for the cleaners each evening. The cleaning company will clean the floor of the stand and remove any rubbish from bins if left clearly visible on the stand. Cleaning of exhibits will not be done by the cleaning company and is the responsibility of the Exhibitor.

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DATA PROTECTION

The Company may disclose data and information relating to the Exhibitor (including, without limitation, data relating to its representatives, employees, agents, officers or contractors) ("Data") to any member of the Company's group. The Company may also disclose the Data to any purchaser or proposed purchaser of any company in the Company's group, or any business or part of a business operated by any company in the Company's group.

The Company may also disclose Data to third parties (including, without limitation, the Authorities) if it is under (or reasonably believes it is under) a duty to disclose or share Data in order to (1) comply with any legal obligation, or (2) enforce or apply the Booking or any other agreements relating to the Exhibition, or (3) protect the rights, property, or safety of the Company, its customers, or others. This includes exchanging Data with other companies and organisations for fraud protection and credit risk reduction and in connection with the show guide referred to above.

For the purposes of the Data Protection Act 1998, the data controller of the Data is Archant Life France, Archant House, 3 Oriel Road, Cheltenham, Gloucestershire, GL50 1BB and all queries in relation to the use of Data should be directed to Archant Life France at the above address.