

# TERMS AND CONDITIONS

## 1. DEFINITIONS

- a) "EXHIBITOR" – includes the Exhibitor and its employees and agents
- b) "EXHIBITION" – All-Energy 2010
- c) "ORGANISERS" – Media Generation Events Limited

## 2. CHARGES FOR SPACE AND STAND CONSTRUCTION

a) space only charges at the relevant rate are for floor space marked out to the dimensions required with no walls, floor covering, fittings or services. Exhibitors will need to appoint a contractor to design and build their stand and order their furniture and electrical requirements. Space only stands must be constructed in accordance with the guidelines and requirements specified by the Organisers or as otherwise set out in the Exhibitor Manual

(b) space and shell scheme charges at the relevant rate are for floor space with shell scheme fitted. Shell scheme includes walls, carpeting, lighting and fascia board with company name. Charges include the cost of shell scheme only where specified in the allocation of space. All shell scheme stands will be erected by the Organisers' appointed contractors only.

## 3. ALLOCATION OF SPACE

The Organisers will endeavour to allocate space in order of receipt of applications and wherever possible in accordance with the Exhibitor's choice and preference. Consideration will however be given to the products to be exhibited and the Organisers reserve the right to reassign space allocated.

## 4. PAYMENT FOR SPACE

Any application for space not accompanied by payment within the deadlines set may be deemed null and void. No exhibitor may commence setting up at the Exhibition unless full payment for the space has been made. Where payment is not made in accordance with these Terms and Conditions, any deposit may be forfeited and the space re-allocated. The defaulting Exhibitor must pay any loss incurred by the Organisers by reason of such a non-payment.

## 5. OTHER SERVICES

All stand rental costs will include a classified catalogue entry, pre-show publicity where applicable, pre-registration of stand personnel, general security, stand cleaning and aisle cleaning.

## 6. REVISION OF LAYOUT

Should it be necessary to revise the layout of the Exhibition, for any reason, the Organisers reserve the right to transfer an Exhibitor to a suitable alternative stand location. Layout floor plans provided to the Exhibitor do not constitute a representation that the stand allocated to the Exhibitor will remain in the position shown.

## 7. STAND INTERIORS

Exhibitors erecting interior displays must ensure that all such work conforms to the requirements of the Organisers and other appropriate authorities.

## 8. COMPLETION OF EXHIBITS

All stand fitting and decoration should be completed by the time and date specified by the Organisers. The Organiser will recharge any charges levied by the venue for overtime working by Exhibitors.

## 9. 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 displays must be removed as soon as possible after this time. All exhibitor products and materials must be completely removed from the premises as soon as possible after the Exhibition.

## 10. UNOCCUPIED SPACE

Where space allocated is not occupied by the Exhibitor, the Exhibitor shall pay to the Organisers a sum in liquidated damages equal to 25% of total stand cost. The Organisers reserve the right to re-allocate or otherwise deal with this space as they so decide.

## 11. PROHIBITION OF TRANSFER

Exhibitors may not assign, sub-let or grant licences in respect of the whole or any part of the space allocated to them without the written permission of the Organisers.

## 12. FIRE RISKS AND SAFETY

All materials used in construction of interior displays must either be made of non-flammable material or be effectively fire proof. Exhibitors shall not place, or suffer to be placed, or kept on the space allocated to them any substance that is, in the opinion of the Organisers, of a dangerous, explosive or objectionable nature. All aisles and fire exits must be kept clear of exhibits. Exhibitors must adhere to all fire and safety regulations applicable to the Exhibition.

## 13. PROTECTION OF EXHIBITS

All exhibits must be properly protected so as to avoid danger to any person or persons visiting or taking part in the Exhibition. The Exhibitor shall indemnify the Organisers against all such claims, actions, costs and liabilities on account of any injury or damage being caused by or accountable to any exhibit to any persons whatsoever.

## 14. EXHIBITION SERVICES

The Organisers will make all reasonable efforts to provide necessary services for the smooth running of the Exhibition but shall have no responsibility for the breakdown or failure of such services.

## 15. GENERAL INSURANCE

The Organisers do not accept responsibility for any damage to stands or loss of property relating to any stand or anywhere else in the exhibition or in the course of its delivery or removal from any cause whatsoever. The Organisers are not responsible for any loss sustained by Exhibitors from fire, theft, damage or any other reason, or for personal injury or loss to or by any person employed by the exhibitor, anyone visiting its stand, or third party. Exhibitors should ensure that they take out their own insurance to cover all risks (including but not limited to those referred to in this paragraph and paragraph 17 and are responsible for satisfying themselves about the suitability and adequacy of such insurance).

## 16. EXHIBITORS' LIABILITIES AND THIRD PARTY COVER

The Exhibitor shall be responsible for all acts or omissions of itself, its employees, contractors, agents and visitors and shall indemnify the Organisers, other Exhibitors and visitors and keep them indemnified against all liability in respect thereof including any legal costs and expenses and any compensation and other costs paid by the Organisers to comprise or settle any claims and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Organisers or incurred or become payable by them arising therefrom in respect thereof, including any claims arising out of the supply of the

Exhibitor of any kind whatsoever whether such samples be sold or given away free. The Exhibitor shall maintain appropriate third party liability insurance.

## 17. POSTPONEMENT OR ABANDONMENT

If by reason of fire, storm, tempest, lightning, material emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosions, inevitable accident, force majeure or any cause not within the control of the Organisers whether ejusdem generis or not, the opening of the Exhibition is prevented or postponed or abandoned, or the building becomes wholly or partially unavailable for the holding or the Exhibition, the Exhibitor shall have no claim for damages of any kind against the Organisers in respect of any loss or damage thereby sustained and the Organisers shall be entitled to retain such part of all sums paid by the Exhibitor as the Organisers consider necessary. If, in the opinion of the Organisers, by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall or building, or in any reasonable manner the Exhibition can be carried through, the contract for the space shall remain binding upon the parties, except as to size and position of stands as to which the Organisers shall determine any modification, substitution or re-arrangement they consider necessary. If the Exhibition is cancelled by the Organisers for any other reason the Exhibitor shall have no claim against the Organisers except for the reimbursement of any deposit paid or final payment made to the Organisers.

## 18. ADVERTISING MATTER

Exhibitors may distribute advertising or printed material from their stands but shall not distribute any such material in the neighbourhood of entrances or exits nor in such a manner as to cause annoyance or disturbance to other Exhibitors. In the event of a complaint the matter shall be referred to the Organisers for their binding decision. Exhibits and other devices within the stand shall be operated and controlled so that there is no disturbance to other Exhibitors.

## 19. DAMAGE TO SHELL SCHEME

The Exhibitors shall pay to the Organisers forthwith, upon demand, the costs of making good all damage to stands suffered during the period in which the stand is allocated to the Exhibitor, other than damage caused by the Organisers and their sub-contractors.

## 20. SALE OF GOODS

Selling from stands is permitted but must be conducted in accordance with the applicable provisions of the Shops Act and local by-laws. The selling of goods should not detract from the general aesthetic quality of the stand presentation.

## 21. ELECTRICAL FITTINGS AND SUPPLIES

In addition to the lighting supplied with the shell scheme, additional power points and lighting are obtainable from the official contractors appointed by the Organisers. The charges and conditions for these additional supplies will be advised to the Exhibitors prior to the Exhibition.

## 22. MUSIC AND PHOTOGRAPHY

The Organisers reserve all photographic rights for the Exhibition. The official photographers will undertake photography for any Exhibitor, at a reasonable cost. Any Exhibitor who wishes to arrange photography of their stands should have prior permission of the Organisers. The use of amplified systems on stands requires the prior written consent of the Organisers and, together with any video, films or other audio equipment, must not be used such as to cause annoyance to other Exhibitors. The Organisers reserve the right to prohibit such use if annoyance is being caused. The Exhibitor is responsible for obtaining any copyright permissions and licences for the use of music and will indemnify the Organisers in respect of any failure to do so.

## 23. ADMISSION

Admissions to the Exhibition will be restricted to those persons who in the opinion of the Organisers have a legitimate interest in the subject of the Exhibition. The Organisers reserve the right to refuse admission or to eject or otherwise exclude from the Exhibition any person or persons without assigning any reason.

## 24. CANCELLATION OF SPACE

In exceptional circumstances the Organisers will be prepared to consider cancellation of their contract with the Exhibitors provided the following conditions are complied with:

- a) that the request for cancellation is submitted by recorded delivery mail or courier
- b) that the request is received at least 30 days prior to the opening of the Exhibition and
- c) that the Exhibitor agrees that the organisers shall retain, by way of liquidated damages -

- (i) 10% of contract price if the request is made more than 60 days before Exhibition date
- (ii) 50% of contract price if the request is made between 30-60 days before Exhibition date
- (iii) 100% of contract price if the request is made less than 30 days before Exhibition date.

## 25. PASSES AND TICKETS

Non-transferable passes will be supplied free of charge by the Organisers to admit Exhibitors, attendants and contractors. No Exhibitor, attendant or contractor will be admitted without such pass being produced on entering the Hall.

## 26. CONDUCT OF EXHIBITORS AND REPRESENTATIVES

The Exhibitor shall not allow the stand to be used for any illegal or immoral purposes or for betting or gaming. The Organisers reserve the right to stop any activity on the part of any Exhibitor that may cause annoyance to the other Exhibitors or visitors. Business shall be conducted only from the Exhibitor's own stand and under no circumstances from any gangway or elsewhere in the Exhibition. The use of sound amplification systems is not permitted. Any encroachment on the gangways and passageways shall be deemed to be a breach of contract and articles and goods found therein during the period of the Exhibition may be removed by the Organisers or their agents and the Organisers shall not be responsible for any loss occasioned by such removal. Any publicity material shall be displayed and/or given away only from the Exhibitor's own stand.

## 27. HEALTH AND SAFETY LEGISLATION

Exhibitors must ensure that all employees, contractors, sub-contractors and agents in the construction and dismantling of their stands/exhibits, and in the course of all work carried out on site by all or any of them, ensure that all necessary steps are taken to comply with the health and safety legislation applicable in the UK at the time of the Exhibition.

## 28. JURISDICTION AND WAIVER

This Exhibitor/Organiser contract shall be governed by and construed in accordance with the laws of England and each party agrees to submit to the exclusive jurisdiction of the courts of England. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or any other right, power or remedy.