

1. DEFINITIONS

- 1.1** “Administrative Fee” means a charge levied by the Organiser pursuant to clause 4 to cover its reasonable administrative costs following any cancellation of the Exhibitor’s booking of stand space at the Exhibition.
- 1.2** “Contract” means together these terms and conditions and the Order Confirmation Form. Can I see the Order Confirmation Form please.
- 1.3** “Exhibition” means the event being organised by the Organiser and described on the Order Confirmation Form.
- 1.4** “Exhibitor” means the company firm or individual wishing to take stand(s) at the Exhibition and named on the Order Confirmation Form and shall be deemed to include) all employees, servants and agents of such company, firm or individual.
- 1.5** “Force Majeure Event” means fire, storm, explosion, computer failure, power outage, or any other circumstances beyond the reasonable control of the Organiser (including non-availability of the Venue) and for the avoidance of doubt such circumstances shall include a situation in which insufficient numbers of exhibitors agree to take up space at the Exhibition in Organiser’s professional opinion.
- 1.6** “Order Confirmation Form” means the form attached to these terms and conditions and completed by the Exhibitor by way of an application for stand space at the Exhibition. [The Order Confirmation Form shall be taken as conclusive evidence of the Exhibitor’s Order for the type of stand requested by the Exhibitor and any other benefits ordered by the Exhibitor including a website listing and/or a listing in the Exhibition catalogue].
- 1.7** “Organiser” means “CE Media Conference & Exhibitions Limited” of [4th Floor, Victoria House, Victoria Road, Chelmsford, Essex, CM1 1JR], company number [09618244]
- 1.8** “Regulations” means the regulations made by the Organiser and/or the owner of the Venue governing the Exhibition.
- 1.9** “Rental” means the payments due from the Exhibitor to the Organiser and referred to on the Order Confirmation Form.
- 1.10** “Venue” means the premises at which the Exhibition is to be held.

2. APPLICATION FOR STAND SPACE

- 2.1** All applications for stand space at the Exhibition shall be made in the form of the Order Confirmation Form and the Organiser reserves the right to reject any application for stand space at the Exhibition.
- 2.2** The Contract, together with these Terms and Conditions, shall constitute the entire agreement and understanding between the parties with respect to its subject matter.

The contract replaces any previous verbal agreements.

3. PAYMENT FOR STAND SPACE

- 3.1** The Rental shall be in the amount set out in the Order Confirmation Form (excluding any VAT) which is to be paid by the Exhibitor to the Organiser.
- 3.2** The Exhibitor shall pay the Rental to the Organiser within 30 days of the date of invoice, unless otherwise specified in the order confirmation form.
- 3.3** The Rental set out in your Order Confirmation Form is exclusive of VAT which shall be payable to the Organiser at the same time as the Net Rate is due. In the case of any change in the VAT rate, the rate chargeable is the rate in effect at the date of invoice.
- 3.4.1** If the Exhibitor does not settle payment by the due date, interest will be due on the Rental under the Late Payment of Commercial Debts (Interest) Act, 1998 (as the same may be amended or replaced from time to time) from the date due until the date of payment. Should the Organiser need to do this, the Organiser will instruct its solicitors to make a demand for payment for any overdue amount owed to the Organiser. If any such demand is not met, the Organiser reserves its right to issue a claim for any such amount as a debt against the Exhibitor through the Courts of England and Wales. The Exhibitor will be liable to pay any fees, damages and/or costs that the Organiser incurs in relation to any such claim. The Organiser may supply the Courts with copies of emails, letters, agreements or recorded telephone confirmation calls between the Exhibitor and the Organiser in relation to the Exhibitor’s unpaid debt or your obligations to the Organiser.
- If the Organiser agrees that the Rental should be spread across a number for months or fulfilled through a number of recurring payments, it is important to ensure that the Exhibitor has funds available to meet each of the required payments. If any payment is declined or is not honoured by the Exhibitor’s bank, the Organiser may cancel the Exhibitor’s right to pay by instalment and demand the full outstanding balance to be paid to the Organiser immediately. This will include payment of any late payment interest due.
- If the Exhibitor has more than one order with the Organiser, the Organiser will invoice separately for each product or service that the organiser is providing to the Exhibitor. If the Organiser passes the Exhibitor’s debt to a debt collection agency to recover, a surcharge of 10% of the Rental plus vat will automatically be added to the Exhibitor’s debt to cover this additional cost. In addition, if the Organiser

incurs any costs or expenses in recovering payment from the Exhibitor then (to the extent such sums are not due to the Organiser pursuant to any other provision of this Clause

3.4.2 The Exhibitor indemnifies and agrees to hold the Organiser free and harmless on demand from all such costs and/or expenses.

3.5 The Exhibitor’s invoice(s) (and/or any of our other rights and other obligations under this Contract) may be assigned by the Organiser to third parties, but may not be assigned by the Exhibitor without the Organiser’s prior written consent. [If the contract includes multiple products and/or services and includes directory listings as part of the overall order, the Exhibitor agrees that the directory listings have been included free of charge and that the fees payable on the Exhibitor’s invoice are in respect of other products or services detailed on it.

4. CANCELLATION

- 4.1** The Exhibitor shall only be entitled to cancel its booking of stand space at the Exhibition by giving notice in writing to the Organiser within 14 days of signing the Order Confirmation Form. In the event of any cancellation the Organiser shall be entitled to charge the Administrative Fee.
- 4.2** The Organiser shall be entitled to cancel the Exhibitor’s booking of stand space at the Exhibition (and if the Exhibition as already commenced) to expel the Exhibitor from the Venue:-
- 4.2.1** Where any sum due from the Exhibitor under the Contract remains outstanding after the due date for payment; and/or
- 4.2.2** Where the Exhibitor ceases doing business or becomes bankrupt or enters into liquidation, (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or has a receiver appointed or enters into administration or enters into an IVA or otherwise reschedules or cannot pay its debts as they fall due or suffers any similar event of insolvency; or
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- 4.2.3** Where the Exhibitor fails to comply with any of its obligations under the Contract (other than payment) and, in the case of a failure capable of remedy, has in addition failed to comply with a notice given by the Organiser requiring the failure to be remedied within 14 (fourteen) days of the date of that notice.

5. OCCUPATION OF STAND

- 5.1** The Exhibitor shall be given access to the Venue for the purposes of erecting and preparing its exhibit(s) on the day prior to the

start of the Exhibition from such time as the Exhibitor shall designate, or on such other day or days and at such time(s) as may be notified to the Exhibitor by the Organiser and the Exhibitor shall ensure that all stands are complete and ready for the Exhibition opening by 5pm on the day before the event.

6. REMOVAL OF EXHIBITS

6.1 All exhibits/ goods must be removed from the Exhibition stands by the Exhibitor immediately after the Exhibition officially closes, but not before then (without the prior consent of the Organiser).

6.2 The Exhibitor acknowledges that the Organiser may be under an obligation to the owner of the Venue to yield up vacant possession of the Venue immediately following the close of the Exhibition and in the event of the Exhibitor failing to comply with its obligations under this clause, the Organiser may arrange at the expense of the Exhibitor to remove any items left in the Venue by the Exhibitor.

7. SUB-LETTING

The Exhibitor may not sub-let or sub-licence or in any other way part with possession of or share the stand space allocated to it except with the prior consent of the Organiser.

8. PERFORMING RIGHTS/ COPYRIGHT

The Exhibitor shall be responsible for and shall indemnify the Organiser in respect of any claim relating to the payment of any fees or royalties due to the Performing Rights Society and or Phonographic Performance Limited and or to the composer author or publisher of any musical works reproduced, transmitted, performed, made available, or adapted by or on behalf of the Exhibitor in connection with its exhibit(s) at the Exhibition. The Exhibitor shall be responsible for and shall indemnify the Organiser in respect of any claim relating to the payment of any fees or royalties due to the owner and/or author of any other copyright work reproduced, transmitted, performed, made available or adapted by or on behalf of the Exhibitor in connection with its exhibit(s) at the Exhibition, including any films and/or literary works.

9. ALTERATION TO FLOOR PLAN

9.1 Whilst the Organiser will use all reasonable endeavours to ensure that the Exhibitor's stand is located in the area of the Venue originally allocated to it, the Organiser reserves the right at its sole discretion to re-locate the Exhibitor to a different area before commencement of the Exhibition.

10. POSTPONEMENT OF EXHIBITION

In the unlikely event that the Organiser is forced to alter the date(s), duration or venue or any of the other arrangements relating to the Exhibition by reason of a Force Majeure Event the Organiser may re-arrange an event similar to the Exhibition at a similar venue and within a reasonable period of time and, in such event, this Contract shall remain in force and the Organiser shall be under no obligation to refund the Rental (or any part of it).

11. LIABILITY AND INDEMNITY

11.1 The Organiser shall perform its obligations under the Contract using reasonable care and skill but subject to clause **11.7** All other warranties (whether implied by statute or otherwise) which the Organiser is lawfully entitled to exclude are hereby expressly excluded.

11.2 The Organiser shall not be responsible for any loss of or damage to any property of the Exhibitor while at the Venue or otherwise (howsoever such loss or damage may be caused) and the Exhibitor is advised to secure its own insurance to cover the risk of such loss or damage.

11.3 The Organiser shall not be liable to the Exhibitor for any loss or damage arising directly or indirectly as a result of a Force Majeure Event.

11.4 The Organiser shall not be liable to the Exhibitor for any special, indirect or consequential loss or damage (including but not limited to loss of profits, loss of business opportunity, loss of goodwill and loss of reputation) arising out of or in connection with the Contract and its subject matter. Without limiting the foregoing, the Exhibitor acknowledges that mounting the Exhibition is a speculative exercise and the Organiser is not responsible if the levels of attendance at the Exhibition are less than the Exhibitor had anticipated.

11.5 The Exhibitor shall indemnify the Organiser on demand in respect of any and all costs, claims expenses and other liabilities arising directly or indirectly from the failure of the Exhibitor to comply with its obligations under the Contract.

11.6 Subject to clause 11.7, the total liability of the Organiser under or in connection with the Contract shall not exceed the amount of the Rental.

11.7 Nothing in this Agreement shall have the effect of limiting or excluding the liability of the Organiser for any death or personal injury caused by the negligence of the Organiser or its employees or agents.

12. GENERAL

12.1 The Exhibitor shall not behave in a manner which in the Organiser's reasonable opinion is disruptive to the Exhibition and/or other exhibitors and/or is likely to bring the Exhibition and/or the Organiser into disrepute.

12.2 The Exhibitor shall at any time prior to the Exhibition and at the request of the Organiser provide the Organiser promptly with such details as the Organiser may reasonably require in relation to the stands and exhibit(s) to be used by the Exhibitor at the Exhibition.

12.3 The Exhibitor shall at all times comply with the terms of this Contract and with all applicable laws and regulations, including in particular the Regulations. The Exhibitor shall take all necessary steps to ensure that it operates at all times within the requirements of all applicable legislation and regulations relating to the protection of personal data including the Data Protection Act 1998 (as amended from time to time) and all industry guidelines (statutory and non-statutory) or codes of practice issued by the Information Commissioner's Office or its equivalent that is applicable and relating to the Processing of Personal Data or privacy

12.4 The Exhibitor shall further comply with all reasonable instructions given to it by the Organiser in relation to the Exhibition, whether given before, during or after the Exhibition.

12.5 If either the Exhibitor or the Organiser needs to send any notices or communications to the other regarding this Contract, they must be sent in writing by prepaid registered post or recorded delivery. Any such communication to the Organiser must be sent to its head office address which is currently [CE Media Conference & Exhibitions Limited, 4th Floor, Victoria House, Victoria Road, Chelmsford, CM1 1JR] Any such notice or communication to the Exhibitor shall be sent by the Organiser to the address specified in the Order Confirmation Form.

TERMS FOR SCANNERS

Scanners will be assigned to the Exhibitor's company name on the Order Confirmation Form for the duration of the event and associated to the corresponding stand number or contact name of the Exhibitor linked to the booking. The Exhibitor is required to return the scanners at the end of each day to the Organiser's office, so that data can be downloaded. Lost, stolen, damaged or defaced scanners will each incur a £300 charge payable by the Exhibitor to the Organiser to replace the unit.