

EXHIBITION TERMS & CONDITIONS

1. DEFINITIONS

In these Terms & Conditions (the “**Terms**”) the following expressions shall, unless the context otherwise requires, have the following meanings:

Additional Regulations means the regulations issued by the venue owner in relation to Exhibitions held at the venue.

Agreement means the agreement between the Exhibitor and the Organiser pursuant to which the Exhibitor agrees to purchase a Space Package at the Exhibition which shall incorporate the Application for the Space Package, the Terms, the Exhibition Manual and the Additional Regulations.

Application for Space Package means the application submitted by the Exhibitor (which shall be made on the Organiser’s official application form or any other booking form provided by the Organiser) for a Space Package at the exhibition in accordance with Clause 3 below.

Allotted Space means the space at the Exhibition to be occupied by the Exhibitor as detailed in the Application for Space Package.

Authorities means the local authority (including without limitation, its Trading Standards Department), the Fire Authority, the environmental health officer and the Health and Safety Executive and any other authority claiming jurisdiction over the Exhibition and/or the Venue.

Charges means the aggregate fees charged by the Organiser to the Exhibitor pursuant to the Agreement.

Dismantling Period means the removal of all Exhibits and Stands from the Venue.

Exhibit means any article so described by the Exhibitor and permitted by the Organiser to be exhibited at the Exhibition.

Exhibition means the Exhibition set out in the Application for Space Package including any sectional Exhibition associated with it.

Exhibitor means any person to whom the Space Package at the Exhibition shall have been allocated pursuant to the Agreement and shall include all staff, employees, servants and agents of such person.

Exhibition Manual means the manual of information provided by the Organiser in relation to the Exhibition.

Installation Period means the period for the installation of all Exhibits and Stands at the Venue.

Organiser means Upper Street Events Ltd./River Street Events Ltd./Escape Events Ltd. and/or others appointed by them to organise the Exhibition together with their employees, agents, servants and contractors.

Space Package means the area of space at the Venue allotted to the Exhibitor by the Organiser, and the relevant services provided by the Organiser which may include, but are not limited to, internet listings, access to PR and marketing teams, onsite first aid, invitations to events and functions, a level of cleaning, and inclusion in associated print material. Further information can be obtained from the event team and the Exhibitor Manual.

Stand means all structures erected on the Allotted Space.

Venue means the Exhibition halls in which the Exhibition shall take place.

Venue Owner means the proprietor of the Venue, together with its employees, agents, servants and contractors.

2. DURATION OF THE EXHIBITION AND TIMETABLE

Additional details of the following:

- The Exhibition;
- The open hours of the Exhibition;
- The Installation Period; and
- The Dismantling Period,

will be stipulated by the Organiser in the Exhibition Manual or any appropriate alternative document(s).

3. APPLICATION FOR SPACE PACKAGE

3.1. Applications for a Space Package must be made on the Organiser’s official application form (or on a booking form) which can be provided by the Organiser on request. The Organiser may, at its sole discretion, accept applications by other means. These Terms shall apply to all Applications for a Space Package.

3.2. The Organiser reserves the right to accept or reject any Application for Space Package from any potential Exhibitor, whether or not the application has been made on the Organiser’s standard form and whether or not all or part of the payment for Space Package has been made.

3.3. A binding agreement shall come into force only once both parties have provided written acceptance of this Agreement.

- 3.4. The Organiser is not bound to accept an Application for Space Package from a potential Exhibitor for the Exhibition even if it has accepted an Application for Space Package from that Exhibitor for another Exhibition. There is no automatic right for an Exhibitor to participate in any subsequent Exhibition.
- 3.5. A signatory on an Application for a Space Package shall be deemed to have full authority to sign the Application for Space Package on behalf of the Exhibitor and the Exhibitor has no right to claim against the Organiser that such a person(s) did not have such authority.

4. OCCUPATION OF STAND

- 4.1. Subject to the rights of the Organiser in the Agreement, the Organiser hereby grants to the Exhibitor a license to occupy the Allotted Space for the purpose of displaying Exhibits within the scope of, and for the duration of, the Exhibition. The Exhibitor will not obtain any rights of exclusive possession or occupation of, or any proprietary interest in the Stand.
- 4.2. The Exhibitor shall install its Exhibits and Stands during the Installation Period and remove its Exhibits and Stands during the Dismantling Period. Stands cannot be constructed in the Allotted Space if plans have not been submitted and approved by the Organiser within the timetable set out in the Exhibition Manual.
- 4.3. The Organiser and the Venue Owner shall be permitted to have access to the Stand and Allotted Space at all times.

5. PAYMENT

- 5.1. The Exhibitor shall pay the Charges to the Organiser in accordance with the payment terms set out in the Application for Space Package and as agreed with the Organiser. Payments of the Charges shall be made in accordance with:
 - (a) **Standard Payment Terms:** payment will be due within 30 days of receipt of Organiser's acceptance of the Application for Space Package, or if Application for Space Package is submitted less than 60 (sixty) days prior to the first date of the Exhibition, the full balance of the Charges will be due and payable immediately upon the Organiser's acceptance; or
 - (b) **Direct Debit instruction:** payment will be made in equal instalments on 1st of each month, with the final instalment payable no later than 60 (sixty) days prior to the first date of the Exhibition. To be eligible for this payment option, the Exhibitor must hold a UK bank account and the Application for Space must be submitted to the Organiser no less than 90 (ninety) days prior to the first date of the Exhibition to be eligible for the Direct Debit payment option. Following receipt of the completed and executed Direct Debit mandate by the Exhibitor, the Organiser will confirm the exact value and date of each payment in writing and it will be the Exhibitor's responsibility to ensure that it has sufficient funds at each payment date.
- 5.2. The Organiser reserves the right to refuse to let the Exhibitor occupy the Allotted Space and enjoy the benefits of the Space Package if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT which if applicable, the Exhibitor shall pay to the Organiser in addition.
- 5.3. The Exhibitor shall pay all other sums due to the Organiser within 30 days of the date of the Organiser's invoice for each sum. Exhibitors applying for Allotted Space within 60 days of the Exhibition opening date shall be required to pay the Charges in full the Organiser on receipt of the Organiser's invoice.
- 5.4. If any amount payable by the Exhibitor to the Organiser under this Agreement is not paid on the relevant due date for payment: a) the Exhibitor will pay to the Organiser interest on such overdue amount from the relevant due date for payment to the date of actual payment at an annual rate equal to 3 per cent above Barclays Bank Plc's base lending rate for the time being in force, with such interest payable both before and after any judgement or order is made against the Exhibitor by any Court of competent jurisdiction; and b) the Organiser may in its sole discretion disapply any discounts previously offered to the Exhibitor and Exhibitor shall be required to pay the full price for any previously discounted Allotted Space.
- 5.5. In consideration of the Exhibitor entering into the Agreement with the Organiser in accordance with the provisions of Clause 3, the Exhibitor agrees to hold all (or its agents) Exhibits, fittings, machinery, tools or other goods to the order of the Organiser pending receipt by the Organiser of all sums due and owing to the Organiser by the Exhibitor.
- 5.6. All exhibitors shall make payments by Direct Debit payments, credit/debit card or bank transfer in the currency of the invoice, subject to clause 5.7.
- 5.7. If the Exhibitor's Direct Debit instruction is cancelled before the Charges have been paid in full, the Exhibitor is liable to pay the outstanding amounts in full immediately by an alternative payment method. If there is any payment still due to the Organiser less than fourteen (14) days before the opening of the Exhibition, the Exhibitor shall pay the Organiser the Charges in full by bank transfer or credit/debit card.

The Exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counterclaim, or set-off against the Organiser.

6. GENERAL OBLIGATIONS OF THE EXHIBITOR

6.1. The Exhibitor shall:

- (a) Occupy the Allotted Space, complete any necessary Stand fitting works, ensure the Stand is appropriately dressed and maintained, and that all Exhibits are in position no later than the end of the Installation Period;
- (b) Keep the Allotted Space appropriately dressed and maintained and all Exhibits open to view and the Allotted Space adequately staffed continuously during the open hours of the Exhibition and not dismantle the stand before the start of the Dismantling Period.
- (c) Remove all Exhibits, fittings, rubbish and other items from the Venue by no later than the end of the Dismantling Period.
- (d) Not (unless otherwise agreed with the Organiser or detailed in the Application for Space Package) sell, give away, distribute or permit to be sold, given away or otherwise distributed from the Allotted Space or any other part of the Venue, any articles of food, drink, or tobacco other than those supplied by the appointed venue catering contractor.
- (e) Not do, cause, permit or suffer to be done anything which shall in the opinion of the Organiser, constitute a nuisance or which may be an infringement or contravene any license held by the Organiser, or the Venue Owner, or it's appointed catering contractor and without limitation, the Exhibitor shall ensure that sound levels emitted from the Allotted Space shall not exceed those levels which, in the opinion of the Organiser, would cause disturbance to other Exhibitors or which would breach any laws, bye- laws, or any other rule or regulation.
- (f) Not do, cause, permit or suffer to be done, anything which may cause occasional damage, disfigurement or injury of any kind to the Venue or to any person or property of the Organiser, Venue Owner, or any other Exhibitor or any visitor.
- (g) Comply at all time with all applicable rules and regulations set out in the Exhibitor Manual; and
- (h) Conduct business and distribute literature only from the Allotted Space and no other part of the Venue and not take away any visitors from the Venue to other business premises.

6.2. Only items which are, in the Organiser's opinion, within the scope of the Exhibition may be exhibited at the Exhibition or otherwise be displayed or made available from the Allotted Space. Goods, advertisements or photographs of people who are not part of the exhibition may not be displayed.

7. INSURANCE:

7.1. It is a condition of this Agreement that the Exhibitor will arrange and maintain for the duration of the Exhibition adequate insurance to protect themselves and others attending the Exhibition. By signing this Agreement the Exhibitor confirms that such cover is in place and agrees to indemnify the Organiser wholly for any claims of public liability or similar that are made in regard to the Exhibitor's participation and responsibilities at the Exhibition.

7.2. Such insurance shall: 1) be in the Exhibitor's contracted name as detailed in the Application for Space Package (or that of an identifiable legally associated company); 2) cover all dates the Exhibitor and/or its representatives/products/property will be in attendance at the Exhibition; and 3) relate specifically to the Venue (rather than, for example, the Exhibitor's own trading/manufacturing premises only). The minimum limit of Public Liability cover required under this Agreement is £2,000,000 (two million pounds sterling) as detailed below:

<u>Cover Headings</u>	<u>Standard Limit</u>	<u>Brief Summary of the Cover</u>
Exhibitor Liability/Public 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.

7.3. The Organiser requires the Exhibitor to have adequate Public Liability insurance cover (as detailed above) when they exhibit at an Exhibition. The Organiser shall accept no responsibility (as far as permitted by applicable law) for any claims relating to any Exhibitor expenses and/or any Exhibitor property including but not be limited to:

- (a) loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open a stand/space due to damage to any Exhibitor property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of an Exhibitor's staff/representatives; failure to vacate the Venue within the contracted time; additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond an Exhibitor's control; and/or
 - (b) physical loss of or damage to property for which an Exhibitor is responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition.
- 7.4. The Exhibitor shall produce to the Organiser on demand evidence of the above detailed insurance policy and shall have available a physical copy of the relevant insurance policy for review by the Organiser on the day of the Exhibition.
- 7.5. Where the Exhibitor engages a sub-contractor, the Exhibitor shall either ensure that the insurance requirements set out in this Clause 7 extend to cover the legal liabilities of the sub-contractor or that the sub-contractor holds its own insurance which complies with this Clause 7.
- 7.6. The minimum insurance levels set out in this Agreement are not a limit of liability. The Exhibitor agrees to indemnify the Organiser in respect of any loss incurred by the Organiser in relation to any of the matters detailed at Clause 7.3 above.

8. POWERS AND DISCRETION OF THE ORGANISER

8.1. The Organiser shall be entitled to:

- (a) Allocate to the Exhibitor a space other than the Allotted Space for which the Exhibitor has applied in the Space Package;
- (b) Change the Allotted Space allocated to the Exhibitor at any time and if such changed area of such Allotted Space is smaller than the area specified in the Application for Space Package, the Organiser shall make a refund to the Exhibitor pro-rated to the amount of the area reduced;
- (c) Alter the position or layout of the Exhibition and any stands including the Stand and Allotted Space of the Exhibitor;
- (d) Refuse to admit any person, or remove from the Exhibition, any person whose presence, in the opinion of the Organiser, is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is an employee, contractor, sub-contractor, or agent of the Exhibitor, or in any way, is connected or associated with the Exhibitor.
- (e) Remove from the Allotted Space, or the Venue, at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these Terms;
- (f) Alter the dates, opening hours and /or duration of the dates and duration of Dismantling Period and the total duration of the Exhibition;
- (g) Alter the exhibition venue;
- (h) Alter the name or branding of the Exhibition, and
- (i) Change or vary these Terms at any time, or permit exceptions in special circumstances.

8.2. Except as expressly provided in this Clause 8, the Organiser shall have no liability in contract or in tort or otherwise to the Exhibitor howsoever arising out of or in respect of any cancellation or postponement of the Exhibition or of it being moved to a new Venue.

9. REDUCTION OF SPACE

Where an Exhibitor requests a reduction in the size of the Allotted Space included in the Space Package, booked after acceptance by the Organiser of Exhibitor's Application for Space Package, then the Exhibitor must forward such request to the Organiser by recorded delivery post, or Electronic Mail. The Organiser reserves the right to apply the scale of cancellation charges set out in Clause 16.1 below to the total cost according to the amount by which the original Allotted Space is reduced. The Organiser may re-sell or re-allocate the Allotted Space unused, but the Organiser shall be under no obligation to reimburse all or any part of the charge for the reduction in Allotted Space. There shall be no obligation on the Organiser to accept the request for reduction of the Allotted Space by the Exhibitor.

10. ORGANISER'S PUBLICATIONS OR OTHER MEDIA

10.1. The Organiser shall be free to include in any form of media created by the Organiser, or on its behalf, in connection with the Exhibition, the Exhibitor's name, logo, or any other material or information supplied to the Organiser by the Exhibitor.

- 10.2. The Exhibitor shall ensure the accuracy of all material provided to the Organiser or directly used by the Exhibitor. The Exhibitor shall ensure that all material and information is neither offensive, abusive, defamatory, indecent, obscene nor menacing in any way.
- 10.3. The Exhibitor warrants that he has the right to grant, and hereby grants to the Organiser (and its sub-contractors), a non-exclusive, royalty free, world-wide license to use the Exhibitor's name and logo and any other material or information provided by the Exhibitor to use in accordance with this Agreement.
- 10.4. The Exhibitor warrants that any material or information provided by the Exhibitor does not and will not infringe the Intellectual Property Rights of any third party. The Organiser reserves the right to refuse to incorporate any name, logo, or any other material if the Organiser becomes aware that such material is in breach of this.
- 10.5. The Organiser shall not in any event be responsible to the Exhibitor for any omissions, misquotations and errors which may occur in the completion of any form of media in connection with the event.
- 10.6. The Exhibitor acknowledges that the Organiser may continue to use the name, logo and any other material or information provided by the Exhibitor after an event in connection with any media produced in connection with the event.

11. EXHIBITORS LIABILITY FOR LOSS, DAMAGE & INDEMNITY

- 11.1. The Exhibitor shall be solely responsible for all Exhibits, fittings and all other items brought into the Exhibition by the Exhibitor or agents, contractors and employees of the Exhibitor. All items brought in shall be at the sole risk of the Exhibitor. The Organiser shall not be responsible for any loss or damage to such Exhibits, fitting or items other than where loss or damage is the result of the negligence of its employees.
- 11.2. The Exhibitor shall indemnify and keep indemnified the Organiser against all loss, damages, costs, charges, and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:
 - (a) Any breach by the Exhibitor of any of the items of the terms and conditions of the Agreement, or
 - (b) Any loss suffered by the Organiser as a result of default or negligence of the Exhibitor or any of its employees, agents, sub-contractors, or invitees, or;
 - (c) Any liability to, or claim, by any third party including the employees, contractors and agents of the Exhibitor, arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the Agreement including, but not limited to, intellectual property rights claims made by a third party.
- 11.3. The Exhibitor is responsible for and will indemnify, and keep indemnified, the Organiser against all damage, loss or injury arising from the erection, use and dismantling of the Stand and anything done on the Allotted Space caused directly or indirectly by the Exhibitor or any employee, contractor, sub-contractor, agent or invitee of the Exhibitor or visitor to the Stand or by any exhibit, machinery or other item belonging to, or introduced by, any such person.
- 11.4. The Exhibitor shall pay any additional amounts which may be charged by the Organiser to the Exhibitor in accordance with the Exhibition Manual or for goods or services provided at the Exhibitor's request to the Exhibitor by or on behalf of the Organiser.
- 11.5. In certain circumstances the Exhibitor may wish to organise activities or events on its Stand which are or may in the opinion of the Organiser involve some risk to participants or the public or other people at the Exhibition or their property. For those activities to proceed, the Exhibitor must seek the Organiser's approval who may require the Exhibitor:
 - (a) to enter into a separate indemnity by way of deed in favour of the Organiser and/or such other person as the Organiser may specify in respect of any liability arising from such activity or event;
 - (b) to obtain from participants a form of waiver and/or indemnity in terms approved by the Organiser; and/or
 - (c) to complete any additional risk assessment process or documents which the Organiser may stipulate or require from time to time.
- 11.6. The form of such indemnities and/or waivers will be contained in the Exhibition Manual.

12. LIMITATION OF THE ORGANISER'S LIABILITY

- 12.1. The Organiser does not make any warranty as to the Exhibition in general, and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor. Whilst the location of any other Exhibitor or potential Exhibitor. Whiles the Organiser shall act in good faith, the name of any Exhibitor which may appear on the floorplan, or stand number or any other statement made on, or

behalf of, the Organiser that any Exhibitor is contracted to attend the Exhibition provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Organiser that such Exhibitor shall attend the Exhibition. The Organiser shall not be liable for the absence of other Exhibitors from attending the Exhibition.

- 12.2. The Organiser shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or any other invitees of the Exhibitor save as a result of the Organiser's negligence.
- 12.3. Nothing in this Agreement shall exclude or limit liability for death or injury resulting from the negligence of the Exhibitor, the Organiser, the Venue Owner or their servants, agents, or employees.
- 12.4. Without prejudice to Clause 12.3 above, the total liability of the Organiser for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including, without limitation, breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher of: (a) £25,000 (twenty five thousand pounds); or (b) the amount of all sums paid by the Exhibitor to the Organiser under the Agreement in relation to the Space Package purchased by the Exhibitor.
- 12.5. The Organiser shall not in any event be liable for any:
 - (a) Indirect or consequential losses, damages, costs or expenses;
 - (b) Loss of profit;
 - (c) Loss of revenue; or
 - (d) Loss of goodwill.
- 12.6. The Organiser shall not be liable for any claim made by the Exhibitor more than 1 year after the event, or in the case of a series of events, the first of such events which gives rise to such a claim.
- 12.7. The Organiser 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 Manual or by anyone else.
- 12.8. Except as set out in this Agreement, the Organiser excludes all conditions, terms, representations (other than fraudulent or negligent), and warranties relating to services provided in respect of the Exhibition, whether imposed by statute or by operation of law or otherwise, that are not expressly stated in these Terms, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.
- 12.9. Each provision of this Clause excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or these of these provisions is held unenforceable or inapplicable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

13. EXHIBITOR MANUAL

- 13.1. The Organiser shall provide to the Exhibitor and all other Exhibitors an Exhibitor Manual before the opening day of the Exhibition which shall contain specific regulations with regard to the manner and conduct of the Exhibition. The Exhibitor (and any contractors retained by it) agrees to abide by any relevant provisions contained within the Exhibition Manual. Failure to do so will be a breach of this Agreement.
- 13.2. The detail of the Exhibition Manual may vary from exhibition to exhibition. An example of regulations drawn up for a previous exhibition is available on request from the Organiser.
- 13.3. 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 it and any contractors retained by it will comply with any such regulations or requirements. If the Organiser has reason to believe that the Exhibitor is in material breach (which shall include the Authorities informing the Organiser that the Exhibitor is in material breach) of any such regulations and/or requirements the Exhibitor shall be in material breach of this Agreement.

14. DATA PROTECTION

- 14.1. Each party shall comply with all its respective obligations under the EU General Data Protection Regulation 2016/679 and any other applicable or equivalent data protection or privacy legislation, regulations or guidance from time to time relating to the processing of personal data (the "Data Protection Legislation").
- 14.2. To the extent that either party processes personal data on behalf of the other party, such party warrants that it will do so in compliance with the Data Protection Legislation and in accordance with the data controller's instructions, and agrees to take all appropriate technical and organisational measures necessary to preserve the security of such personal data, as necessary to fulfil its obligations under this Agreement.

14.3. Personal data relating to the Exhibitor's staff/contractors will be used by Immediate in accordance with its Privacy Policy (which can be accessed at www.immediate.co.uk/privacy). This data may be shared with a selection of partners and vendors such as (but not limited to) venue, lighting, electrics, and signage providers for the purpose of facilitating the exhibitor's stand set-up, associated exhibitor services and contractual requirements for the Exhibition.

15. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

- 15.1. No naked flames or smouldering products are allowed within the Exhibition without prior agreement of the Organiser.
- 15.2. The Exhibitor must comply with all statutory, local and other regulations and requirements which affect or apply to the Exhibition or Venue and in particular any fire regulations. All materials used on the stand must be non- flammable.
- 15.3. The Exhibitor must comply and observe the all other instructions and regulations laid down by the Organiser, Venue Owner and the Authorities from time to time.

16. CANCELLATION BY THE EXHIBITOR

- 16.1. In the event that the Exhibitor:
- (a) Requests to withdraw its Application for Space Package after acceptance by the Organiser; or
 - (b) Fails to meet any of the payment obligations (whether as to the amounts due or the dates of payment) detailed in the Agreement; or
 - (c) Fails to occupy the Allotted Space by the opening time on the first day of the Exhibition, the Organiser reserves the right (but without being obliged to do so) to treat the Agreement as being cancelled and may apply the following cancellation charges and reallocate the Space Package to another exhibitor:

CANCELLATION CHARGES

- **More than 12 months prior to the first day of the Exhibition: Exhibitor will be liable to pay 10% of the Charges.**
 - **More than 5 months but less than 12 months prior to the first day of the Exhibition: Exhibitor will be liable to pay 50% of the Charges.**
 - **Less than 5 months prior to the first day of the Exhibition: Exhibitor will be liable to pay 100% of the Charges.**
- 16.2. If the Exhibitor wishes to withdraw its Application for Space Package, then written notice must be forwarded to, and received by, the Organiser in accordance with Clause 20. Notice of cancellation should be sent to the Sales Manager for the Exhibition.
- 16.3. Notwithstanding that the Organiser may re-sell or re-allocate the cancelled Space Package after cancellation by the Exhibitor, the Organiser shall be under no obligation to reimburse all or any part of a cancellation charge.
- 16.4. The Exhibitor shall fully indemnify the organiser against all expenses, costs, claims, losses and liabilities in connection with its Application for Space Package including without limitation any charges for damages which the Organiser may suffer or incur as a result (direct or indirect) of such cancellation.
- 16.5. If the Application for Space Package benefits from any discount offered by the Organiser, then the Cancellation Charges in 16.1 shall be calculated using the value of the Charges before discount. The Organiser may, at its sole discretion, remove discounts given to the Exhibitor for any connected bookings, as noted on the Application for Space Package.

17. CANCELLATION BY THE ORGANISER/ FORCE MAJEURE

- 17.1. Should the Venue become unfit or unavailable for occupancy, or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including without limitation, fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, the Organiser reserves the right (but shall not be obliged):
- (a) To change the location and / or date of the Exhibition;
 - (b) To curtail the Exhibition;
 - (c) To reduce the Installation Period, Dismantling Period, or the opening hours of the Exhibition; or
 - (d) To cancel the Exhibition.
- 17.2. In the event that the Exhibition is cancelled by the Organiser due to the effects of a pandemic or other outbreak of infectious disease (such decision to be at the Organiser's absolute discretion whether or not it is required by Government intervention or direction), the Organiser shall:

- (a) refund to the Exhibitor 90% of the Charges previously received from the Exhibitor relating to the relevant Stand only (provided that such amounts were paid prior to the cancellation date). In the event that the Exhibitor has not paid the relevant Charges for the Stand prior to the cancellation date, the Organiser shall invoice the Exhibitor for 10% of the Charges for such Stand (whether by way of credit against an original invoice or otherwise); and
 - (b) retain any registration fee (which fee shall be detailed in the Application for Space Package) received from the Exhibitor (the 'Registration Fee'). In the event that the Exhibitor has not paid the Registration Fee prior to the cancellation date, the Organiser shall invoice the Exhibitor for the Registration Fee (whether by way of credit against an original invoice or otherwise).
- 17.3. Subject to Clause 17.2, the parties agree and acknowledge that in the circumstances described in Clause 17.1, the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.
- 17.4. In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including without limitation, the lack of support for the Exhibition, the Organiser will refund to the Exhibitor all charges paid by the Exhibitor to the Organiser and the Exhibitor accepts and acknowledges that he will have no further claim whatsoever against the Organiser in respect of such cancellation.
- 17.5. Except as expressly provided in this Clause 17, the Organiser shall have no liability in contract 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.

18. TERMINATION & WITHDRAWAL

- 18.1. Without prejudice to any other rights it may have, the Organiser may terminate the Agreement by notice in writing:
- (a) If the whole, or any part, of the amounts due from the Exhibitor to the Organiser are not paid within fourteen (14) days of the due date (whether formally demanded or not);
 - (b) If the Exhibitor fails to observe and fulfil any of the terms of the Agreement; or
 - (c) If the Exhibitor shall be the subject of any administration or insolvency procedure, or is wound up or dissolved, or enters into any compromise or arrangement with his creditors.
- 18.2. Upon termination the Exhibitor shall remain liable to pay the Organiser the amount due from it under the Agreement prior to such termination.
- 18.3. Upon termination, the Organiser may at the Exhibitor's cost return the Exhibits and/or the Exhibitor's property to the Exhibitor at the address specified in the Applications for a Space Package or may destroy or otherwise dispose of the Exhibits or such property as the Organiser thinks fit.

19. ASSIGNMENT & SUB-CONTRACTING

- 19.1. The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without prior written consent of the Organiser.
- 19.2. With the prior written approval of the Organiser, the Exhibitor may share occupation of the Stand with other companies which are in the same group as the Exhibitor or which are associated in business with the Exhibitor.
- 19.3. The Organiser reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment. This Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and where the Organiser's written consent is given, the successors and assignees of the Exhibitor.

20. NOTICES

- 20.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the address specified in Applications for Space Package.
- 20.2. Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 20, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in England.

20.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. WHOLE AGREEMENT

21.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, policies, assurances, warranties, representation and understandings between them, whether written or oral.

21.2. No alteration, addition, amendment or waiver to the Agreement shall be binding on the Organiser or the Exhibitor unless it is in writing and signed by a person duly authorised to do so by the Organiser and the Exhibitor.

22. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

23. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.

24. SEVERANCE

If at any time one or more provisions contained in this Agreement is, or becomes, invalid, illegal or unenforceable in any respect, this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect

25. APPLICABLE LAW

The validity, construction, and performance of the Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.