

## TERMS AND CONDITIONS OF BOOKING

- 1. Application for space** in the Exhibition shall be made on the booking form and shall be duly signed by the applicant or a person authorised by him. Where an applicant is acting as an agent, factor or licensee, he shall disclose in the application the names of his principals. On receipt of the application, the Organisers shall issue an "Acceptance of Application" which shall bind the applicant (hereinafter called the 'Exhibitor') to exhibit and also to observe the Rules and Regulations of EXHIBITIONS SOUTH WEST LTD
- 2. On making the Application** the Exhibitor shall pay the Organisers a sum representing one third of the cost of the space, or agree to a payment schedule. If the deposit payment or an agreed schedule is not received with this application, the organisers reserve the right to move your stand position if necessary. The payment of the balance to be made by the **31st December 2012**. Where an application is accepted after **31st December 2012** then the full cost of the space shall be due and payable immediately. The Organisers reserve the right to re-sell any space if full payment is not received by **31st December 2012**
- 3. Conditions for Cancellation by an Exhibitor**  
If an Exhibitor shall fail to exhibit or should reduce his stand space after signing, the Organisers shall have the right to charge the Exhibitor on the basis of withdrawal prior to 1st October 40% of the total cost; between 1st September and 30th December 50% of the total cost and after 30th December 100% of the total cost.
- 4. The Organisers** will not themselves be responsible for the safety of any articles of any kind brought into the Exhibition by the Exhibitors, their servants, agent or contractors, members of the public or any person whatsoever. Exhibitors should make sure that they are fully covered by insurance including Public Liability, All Risks on their property and Employers Liability. The period of liability of the Exhibitor shall be deemed to run from the time the Exhibitor or any of his servants, agent or contractors first enter the Exhibition Halls, and to be continued until all his exhibits and property have been removed. The Exhibitor shall insure, indemnify and hold the Organisers harmless in respect of all costs, claims, demands and expenses to which the Organisers may in any way be subject as a result of any loss or injury arising to any person (including members of the public, the staff of the Authorities, the Organisers or Exhibitors staff, agents or contractors) howsoever caused as the result of any act or default of the Exhibitor, his servants, agents, contractors of invitees.
- 5. The conditions** printed for the Exhibition plan shall be deemed to be a condition of this Application for Space and the Acceptance thereof.
- 6. Conditions for Cancellation**  
In no events shall the Exhibitor have any claim against the Organisers in respect of loss or damage if as a result of reasons beyond the control of the Organisers the Exhibition is prevented from taking place or postponed or cancelled. Such reasons include but are not limited to:
  - (a) The Exhibition building becoming wholly or partially unavailable for the holding of the exhibition
  - (b) An outbreak of Foot and Mouth Disease in the United Kingdom
  - (c) An outbreak of Avian Flu
  - (d) SARS
  - (e) European Pension Disputes
  - (f) National Mourning, Court Mourning or Local Mourning in the United Kingdom
  - (g) "Terrorism" or the fear thereof including:
    - Any circumstances resulting from or attributable to the attacks on New York and Washington in the United States of America on 11th September 2001.
    - Anti-Terrorism measures punitive or retaliatory action taken by or on behalf of any Government State Country in respect of the above or the fear thereof.
    - Terrorism means any actual or threatened act of any person(s) acting individually or on behalf of or in connection with any organisation directed toward
      - (i) the overthrowing or influencing of any government de jure or de facto
      - (ii) influencing the general public or any part thereof.In any such case, the Organisers shall be entitled to retain all sums paid by each Exhibitor to the extent necessary to reimburse the Organisers for all costs of and incidental to the organisation of the Exhibition.  
If, in the opinion of the Organisers, by rearrangement of the period of the Exhibition or by substitution of Hall or building the Exhibition can be carried through, the contract for space shall be binding except as to size and position as to which any modification or rearrangement shall be at the sole discretion of the Organisers.
- 7. The Exhibitor** shall not be entitled to assign, sublet or grant licenses of the whole or any part of the space or otherwise deal with their rights and obligations hereunder nor may any cards, advertisements or printed matter of persons who are not bona fide Exhibitors be exhibited and distributed on any stand. This shall not apply to persons, firms or companies being subsidiaries, agents or principals of the Exhibitor. The organisers shall be entitled to assign the benefit (subject to the burden) of the contract for space without notice to or consent from the Exhibitor.
- 8. Fire Regulations**  
Each Exhibitor shall in all cases comply with all requirements of the Fire, Insurance Officers, and their Authorities concerned with the Hall and its protection. The Exhibitor shall be responsible that each attendant or employee on the stand is acquainted with the position and use of the fire extinguishers in the Hall and knows the position of the nearest fire alarm.
- 9. Demonstration and Competitions**  
No demonstration of Exhibits may take place of a nature likely to cause obstruction in the gangway or interference with the business of other Exhibitors. The Organisers reserve the right to stop any demonstration without incurring any liability for any loss sustained by the Exhibitor. No Exhibitor shall conduct a competition or offer prizes or awards unless written permission has been obtained from the Organisers.
- 10. Materials**  
An Exhibitor causing a stand to be constructed or using material not manufactured or to be displayed by him as part of all his exhibits, shall himself observe, and cause his agent or contractor to observe, the following standard regulations: The construction of stands, signs and fascias shall be one or more of the following materials:
  - Non-combustible material
  - Self-extinguishing plastic material
  - Inherently non-flammable material
  - Plywood, hardboard, pulpboard or fibreboard rendered flame resistant by a process of impregnation acceptable to the Authorities
  - Durably flame-proofed fabricContractors building stands must provide the organisers with a risk assessment.
- 11. The Organisers will not themselves** be responsible for the safety of any articles of any kind brought into the Exhibition by the Exhibitors, their servants, agents or contractors, members of the public or any person whatsoever. Exhibitors are advised to take special note of Condition 4.
- 12. This Agreement** constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement
- 13. Exhibitors must ensure that they have adequate insurance protection** – all exhibitors must have a minimum of £1million Public Liability Insurance. Copies of insurance documents must be available, should they be requested by the authorities. For advice on this please contact the Financial Services Authority. Exhibitions South West utilise the services of Towergate CoverEx (0844 8921618) coverex@towergate.co.uk