

# Terms and conditions

## 1. DEFINITIONS

**'Booking Form'** means the booking form signed by the exhibitor confirming its booking of space at the exhibition.  
**'DHP'** means David Hall Publishing Limited, the organisers of the exhibition.  
**'Exhibitor'** means the firm, company or partnership exhibiting.  
**'Exhibition'** means the event outlined in the booking form, or any part thereof.  
**'Stand'** means the space allocated to the exhibitor by DHP (or any part thereof), and where the context so admits, the site or other area on which such space is located.  
**'Shell scheme'** means the surrounding walls and ancillary services provided by DHP, in relation to their allocated space.  
**'Landlord'** shall mean the owners or occupiers of the exhibition premises.  
**'Exhibition premises'** means the land or property on which the exhibition is to be carried out, and where the context so admits, the fixtures and fittings thereon.  
**'Exhibits'** means the items to be exhibited or displayed on the stand.  
**'Authorities'** means all public, governmental and judicial bodies, authorities and organisations having any right to control or exercise any discretion in relation to the exhibition or the exhibition premises.  
**'Venue'** shall mean the exhibition site outlined on the booking form.  
**'Contractors'** shall mean contractors from time to time appointed by DHP.

## 2. BOOKINGS, CHARGES AND PAYMENT

DHP reserves the right to refuse any application for space without having to give reason for their refusal. DHP will assume without further investigation that the person signing the booking form has the relevant authority within the exhibitor's organisation to enter into the contract for the space requested. When the signed booking form is received by DHP, the exhibitor is contractually obliged to make the payments as per the schedule laid out on the event booking form. Payment must be received by DHP for a particular stand to be confirmed. If the appropriate payment is not received by DHP, within the terms of the contract, the exhibitor may be moved to another stand, and the original stand may be assigned to another exhibitor by DHP. The exhibitor shall not be permitted access to their stand unless and until the total stand price has been paid in full. If the exhibitor fails to pay the total stand price in accordance with the payment schedule laid out on the booking form, DHP shall be entitled to cancel the exhibitor's booking and seek to reallocate that space. In such event, the exhibitor shall be liable and indemnify DHP against all losses and expenses incurred by DHP.

## 3. DATES AND TIMES OF EXHIBITION

The exhibition will take place on the dates and times set out in the relevant exhibitor manual.

## 4. CANCELLATION

In the event of an exhibitor wishing to cancel their stand, the schedule of fees will be as laid out in the booking form.  
In the event of an exhibitor wishing to reduce the size of a space booking, the cancellation conditions laid out in the booking form will be applied on a pro-rata basis, according to the proportion of the original space which has been cancelled.

## 5. ALLOCATION OF SPACE

DHP will endeavour to allocate space in order of receipts and applications and wherever possible in accordance with the exhibitor's choice and preference. Consideration will however be given to products to be exhibited.

## 6. REVISION OF LAYOUT

Should it be necessary to revise the layout of the exhibition, for any reason, DHP reserves the right to transfer the exhibitor to a suitable alternative space. Layout floor plans provided to the Exhibitor do not constitute a representation that the space will remain in the position shown.

## 7. UNOCCUPIED SPACE

Where the space is not occupied by the exhibitor, DHP reserves the right to re-allocate or otherwise deal with the space as it sees fit. The exhibitor will be liable for any losses or expenses incurred by DHP.

## 8. PROHIBITION OF TRANSFER

The exhibitor may not assign, sub-let or grant licences in respect of the whole or any part of the space allocated to it, without the written permission of DHP.

## 9. STAFFING OF STAND

The space must be staffed at all times throughout the open hours of the exhibition. All exhibits must be properly protected and supervised at all times so as to avoid danger to any person or persons visiting or taking part in the exhibition. The exhibitor shall indemnify DHP against all claims, actions, costs and liabilities on account of death, injury or damage caused by or attributable to any of the exhibitor's exhibits.

## 10. COMPLETION OF EXHIBITS

The exhibitor must ensure that all stand fitting and decoration must be completed by the time and date specified by DHP.

## 11. ELIGIBILITY AND SAFETY OF EXHIBITS

The exhibitor must ensure that any additional fittings, decoration, displays or equipment made or brought to the space must conform to the requirements of DHP, and other appropriate authorities. All materials used in the construction of interior displays must be made of non-flammable materials or effectively fire-proof. The exhibitor shall not place, or allow to be placed, or kept on the space any substance that is in the opinion of DHP, the landlord or the authorities, dangerous, explosive or of an objectionable nature. The exhibitor must adhere to all fire and safety regulations applicable to the exhibition. DHP, the landlord or relevant authorities shall be entitled to remove any articles blocking aisles or fire exits and shall not be liable to the exhibitor for any loss or damage caused by the removal. The exhibitor must ensure that all employees, contactors, sub-contractors and agents in the construction and dismantling of its stands or exhibits, and in the course of all work carried out at the stand by any of them, take all necessary steps to comply with the health and safety legislation applicable at the time of the exhibition. Space-only exhibitors are expected to disclose to any contractors or sub-contractors who may be involved in the construction and dismantling of their stand, the stipulations in respect of such as are set out in the exhibitor's manual.

## 12. STAND LIMITS

The exhibitor shall not allow its exhibits or displays to be located outside the confines of its own space. DHP reserves the right to ask for such exhibits or displays to be removed or if necessary remove them itself, and shall not be liable in either case to the exhibitor for any loss or damage resulting from the removal.

## 13. 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 must be completely removed from the venue as soon as possible after the exhibition.

## 14. PACKING CASES AND MATERIALS

The exhibitor shall not allow any packing cases or materials to be visible on its stand during the opening hours of the exhibition.

## 15. CLEANING / MAINTENANCE OF STAND AND COMMON AREAS

The exhibitor shall be responsible for ensuring the cleanliness of its stand throughout the show. DHP shall be responsible for maintaining cleanliness of common areas. In respect of any stand, exhibitors should be aware that DHP, landlords or authorities reserve the right to enter a stand at any time to carry out necessary maintenance, and DHP shall not be liable to the exhibitor for any loss or damage caused by this.

## 16. DAMAGE TO SHELL STAND

The exhibitor shall pay to DHP forthwith, upon demand, the cost of making good all damage to the space, other than damage caused by DHP, its employees or subcontractors.

## 17. SECURITY

Each exhibitor is responsible at all times for the security of his own exhibition space, samples and exhibits.

## 18. PUBLICITY

Publicity materials may only be handed out at the exhibitor's own stand. Canvassing in the aisles or elsewhere in the exhibition is at the discretion of DHP. The exhibitor's use of audio-visual equipment is at the discretion of DHP, and DHP reserves the right to withdraw its approval if such use causes disturbance to other exhibitors or attendees.

## 19. TRADE MARKS/COPYRIGHTS

The exhibitor shall be responsible for ensuring that nothing on its stand, exhibits, displays or advertising materials breaches any existing trademarks, copyrights, patents, copyright laws or licensing regulations. DHP reserves the right upon discovering any such breach to insist on the relevant materials being withdrawn from display or distribution, without liability to the exhibitor for any consequences of doing such.

## 20. NON-ATTENDANCE OF OTHER EXHIBITORS / VISITORS

DHP shall not be liable to the exhibitor due to non-attendance of any exhibitors or visitors.

## 21. FAILURE OF SERVICES

Whilst DHP shall make all reasonable effort and care to ensure the adequate provision of services at the exhibition centre, it shall not be liable to the exhibitor for any failure of these services.

## 22. POSTPONEMENT OR ABANDONMENT

In the event of postponement, change of duration or venue of the exhibition, DHP shall be entitled to make any modification, re-arrangement or substitution of the space as DHP may consider necessary, and these conditions shall remain binding on the exhibitor and DHP except as regards size and position of the space. In the event of the exhibition being cancelled by the landlords for any reason, the exhibitor shall be entitled only to such refund of charges as DHP considers reasonable, based upon any refund it may receive from the landlords. DHP shall have no liability to the exhibitor for any loss incurred by the exhibitor for either the postponement or cancellation of the exhibition.

## 23. INDEMNITY

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

## 24. INSURANCE

The exhibitor shall take out its own insurance to cover all risks (including but not limited to those in 22 above) and is responsible for satisfying itself as to the adequacy of such insurance, which shall include appropriate third party liability insurance.

## 25. HEIGHT OF STANDS AND WEIGHT OF EXHIBITS

The exhibitor is required to acquaint himself and comply with the stipulations in the exhibitor handbook as to the maximum height of stands and maximum weight of exhibits, and ensure the same compliance from any contractors he may use.

## 26. ADMISSION AND EXCLUSION

DHP shall restrict admission to the exhibition to those persons who in their opinion have a legitimate interest in the subject of the exhibition. DHP will issue badges without production of which no exhibitor or contractor will be admitted to the exhibition. DHP reserves the right to withdraw the badge issued to any person if complaints have been received concerning his conduct or on other reasonable grounds. DHP reserves the right to refuse admission or to reject or otherwise exclude from the exhibition any person or persons without assigning a reason.

## 27. BANKRUPTCY OR LIQUIDATION

In the event of an exhibitor becoming bankrupt or (being a company) entering into liquidation, other than for the purpose of amalgamation or reconstruction, or having a receiver appointed, DHP shall be at liberty to terminate forthwith the exhibition contract with such an exhibitor, and all sums paid by the exhibitor under the contract shall be forfeited.

## 28. ORGANISER'S RIGHT TO TERMINATE CONTRACT

If any exhibitor fails to observe or perform any of the provisions of this contract, DHP shall have the right to terminate the contract forthwith by notice in writing to the exhibitor. In such events, the exhibits of the exhibitor shall be removed from the exhibition premises, at a time stated by DHP, and thereafter, the exhibitors refused access to the exhibition. DHP shall be entitled if necessary, to remove and despatch the said exhibits and property at the expense of the exhibitor to the exhibitor's address as stated in the contract. All monies paid by the exhibitor shall be forfeited and retained by DHP and the exhibitor shall indemnify DHP in respect of all costs and losses, damages or expenses, (including any consequential loss or damage) incurred.

## 29. DAMAGE TO THE VENUE

The exhibitor should not damage or disfigure in any way, any part of the exhibition venue. Should any damage occur, the exhibitor responsible will be invoiced for any repair charges incurred.

## 30. ENTIRE AGREEMENT

These terms and conditions, together with the exhibition manual and the signed booking form set out the entire agreement and understanding between the exhibitor and DHP. In the event of an apparent conflict, these terms and conditions shall prevail.

## 31. INTERPRETATION

In the event of any dispute as to the interpretation of these terms and conditions, as a result of their translation into a foreign language, the English version shall be taken as authentic and shall prevail.

## 32. DISPUTES AND PREVAILING LAW

The proper law of the contract shall be English law and the parties hereby agree that this agreement shall be governed by and construed in accordance with English law and hereby submit to the exclusive jurisdiction of the English courts.

## 33. VAT

VAT will be charged, as stated, on the booking form.