



## TERMS AND CONDITIONS

**A. OPERATION OF THIS AGREEMENT**

The Exhibitor (being the applicant under the Exhibit Contract set out on the reverse of these terms and conditions) shall be bound by these terms and conditions, the rules and regulations as set out in the Exhibitor Manual and all other documentation which may be supplied to the Exhibitor from time to time ("Rules and Regulations"). (No variation to these terms and conditions or the Rules and Regulations is permitted other than where such variation is made in writing and is signed by an authorised official of I.T.E. Exhibitions & Conferences Ltd, ("ITE").] The Exhibitor shall be deemed to act as agent in respect of each stand sharer who shall be bound by these terms and conditions and the Rules and Regulations as if they were the Exhibitor. Exhibitors must notify ITE of any stand sharers within 60 days of the Exhibit.

**B. PAYMENT**

No Exhibitor shall be permitted to exhibit unless he has paid to ITE prior to the Exhibition all of the agreed fees as set out on the Exhibit Contract on or by the dates specified therein.

**C. DISCRETION TO REFUSE ENTRY**

If ITE believes that the Exhibitor or its stand sharer will use the Exhibition to advertise or otherwise promote services that ITE deems to be directly or indirectly in competition with ITE then ITE reserves the right, in its absolute discretion, to refuse to allow the Exhibitor or its stand sharer to attend the Exhibition. If ITE exercises this discretion then any monies paid to ITE by the Exhibitor under this agreement will be repaid in full.

**D. COMPLIANCE**

At all times during the period from the installation to the end of dismantling the Exhibition (the "Exhibit Period"), Exhibitors must comply with the rules and regulations of any and all Government, local authority or other regulatory body including, but not limited to any buildings regulations.

**E. NO ASSIGNMENT**

The rights of an Exhibitor under this agreement shall not be assignable to any other person and no Exhibitor may assign his space, or sublet the whole or any part of the space contracted for. An Exhibitor has no right to occupy any particular space, although its requirements will be taken into account when it comes to allocating space.

**F. CONDUCT AT THE EXHIBITION**

For the duration of the Exhibit Period, Exhibitors agree to procure that they and their employees, agents or stand sharers shall not:

- adopt unusual promotional plans without the approval of the Exhibit Committee;
- obstruct the view of or otherwise distract adjacent exhibits by the arrangement or operation of sound, lighting or other equipment;
- permit raffles, donations or other promotional measures that require members or guests to be present at a specified location and time;
- remove their stand from the Exhibition prior to the termination of the Exhibition; or
- operate in any manner objectionable to other exhibitors or to ITE.

In any event, the Exhibitor hereby agrees to abide by and to ensure that its employees, agents or stand sharers will abide by the rules and regulations of the relevant Exhibition provided to the Exhibitor. The Exhibitor will be provided with a copy of the Rules and Regulations at or prior to the Exhibition.

**If the Exhibitor or its employees, agents or stand sharers act in breach of this clause then ITE may, without prejudice to any other remedy available, refuse such person entrance to the Exhibition or require such person to remove himself and his Exhibit from the Exhibition. (In such an event, it is acknowledged that no refund of any monies paid to ITE in connection with this agreement will be made available and such monies will remain the property of ITE.**

**G. INSURANCE**

The Exhibitor, or its stand sharer, must at all times maintain proper and appropriate public/products liability insurance with a minimum cover of \$3,000,000 with a reputable insurer for any loss or damage incurred by the Exhibitor or a third party in connection with the Exhibition. The Exhibitor shall produce evidence of this insurance cover if so requested by the Organiser. The Organiser, upon receipt of payment on the terms as stipulated in this Agreement, will take out and maintain a contract of insurance providing cover to the Organiser against legal liability to pay damages in respect of a) accidental personal injury to any person (other than employees) and b) accidental property damage (other than property belonging to the Exhibitor or in the Exhibitor's care, custody or control) which occurs in connection with attendance at the Exhibition. This cover will only apply in excess to the Exhibitor's own insurance cover and is limited to a maximum of £2,500,000 in total. The Registration and Administration Fee includes the Organiser taking out and maintaining its insurance policy. The Organiser does not provide any advice concerning its insurance cover and it is for the Exhibitor to read the summary terms of the Organiser's policy and to decide if it is adequate.

**H. CANCELLATION**

Should an Exhibitor wish to cancel its application to attend the Exhibition he must give notice in writing, such notice shall not be deemed to be given until it is received by post or by fax at the offices of ITE as set out below (notice by e-mail will not be accepted).

If such notice is given:

- prior to the Final Payment Date, then ITE will be entitled to retain the entire Deposit or receive the balance of the Deposit should any monies remain owing; or

- at any time on or after the Final Payment Date, then ITE will be entitled to retain the entire Total Cost or receive the balance of the Total Cost not already paid.

Where applicable, the terms used in this clause have the same meaning as set out in the accompanying Exhibit Contract.

**I. FORCE MAJEURE**

None of ITE, its subsidiaries, employees, agents, sponsors or the Exhibit Committee (its "Connected Persons") shall be liable for loss, damage or delay resulting from acts of war, civil commotion, strikes or lockouts, shortage of labour, default or failure of suppliers, government action, intervention, law or regulation, military activity, act of God, fire, flood or any other circumstances beyond ITE's reasonable control which shall make it impossible or inadvisable for the Exhibition to be held at the time and place provided, and ITE reserves the right to re-schedule the Exhibition at another date and/or at any alternative site. The Exhibitor acknowledges that ITE will have sustained damages and losses as a result of the foregoing and shall and does hereby waive all claims for damages or compensation in respect of any act or omission of ITE or any of its Connected Persons as a result of any of the foregoing. The monies paid to ITE as fees or otherwise in connection with the Exhibition shall remain the property of ITE.

**J. PASSPORT & VISA**

ITE or its Connected Persons shall not be responsible for assisting the Exhibitor with obtaining a passport or a visa for entrance into the country where the Exhibition is to be held. Should an Exhibitor fail to obtain these documents any monies payable in accordance with the Exhibit Contract shall remain owing in full.

**K. EXCLUSION AND LIMITATION OF LIABILITY - IMPORTANT**

**Save as provided otherwise below, the Exhibitor hereby acknowledges and agrees that none of ITE or its Connected Persons shall in any circumstances be held liable for any loss or damage incurred by the Exhibitor, its employees, agents or stand sharers not arising as a result of the fault negligence or omission of ITE or its Connected Persons including, but not limited to those losses or damages arising as a result of:**

- the actions or omissions of freight shipment (transport, handling and clearing) contractors; or
- any errors or omissions on copy prepared and submitted by a third party in connection with the Exhibition; or
- the theft or loss of any equipment or personal effects of the Exhibitor, its employees, agents, contractors, invitees or stand sharers (whether or not security staff are present at the Exhibition); or
- any conflicts or misinterpretations arising with the host county, the Exhibit's sponsors, agents or other bodies regarding any and all aspects of the Exhibition which may affect the Exhibitor.

**Without limitation to any other provision herein the aggregate liability of ITE to any Exhibitor whether a claim is made under contract, tort (including for negligence), breach of statutory duty or otherwise shall not exceed the total amount of fees paid by the Exhibitor to ITE in accordance with this agreement, save that ITE shall be responsible for the loss or damage incurred by the Exhibitor as a result of bodily injury or death to any person, to the extent that such loss, injury or death is caused by ITE's or its Connected Persons' wilful or negligent acts or omission in connection with the Exhibition.**

**L. EXHIBITORS INDEMNITY - IMPORTANT**

**The Exhibitor hereby indemnifies ITE in full in respect of any loss, damage, injury, liabilities or costs incurred by any of ITE or ITE's Connected Persons and in respect of any such claims made by a third party against ITE or its Connected Persons, which arise as a result of the fault, negligence or omission of the Exhibitor or its employees, agents, contractors, invitees or stand sharers.**

**M. GENERAL**

The Exhibitor expressly acknowledges that no representations, guarantees or assurances – whether oral or in writing – have been made or are to be implied or considered collateral to these terms and conditions (including, in particular but without limitation any statements relating to the potential business which may be generated by the Exhibition). The Exhibitor further acknowledges that these terms and conditions and the accompanying Exhibit Contract constitute the entire agreement existing between the parties. Any previous agreement between the parties relating to the provision of exhibition space shall cease to have further effect. This agreement shall be governed by and construed according to English Law. Any dispute between the parties under this Agreement hereby submit to the exclusive jurisdiction of the English Courts.

**N.** ITE may forward your details to third parties who play an important role in the effective organisation and promotion of this event, such as media partners; official freight forwarders; official stand builders; agents; event sponsors and affiliate companies. If you do not wish us to forward your details to these carefully selected companies, please tick this box

**O.** The application by the Exhibitor for exhibition space and the agreement of ITE to such application shall constitute, in consideration of ITE's acceptance of the application, full and final settlement of any claim, demand, invoice, cause of action, pending or threatened action not identified in writing at the present time which the Exhibitor or any of its subsidiaries or parents has or may have against ITE or any of its subsidiaries or parents arising out of or in connection with or relating to any previous agreement between the parties for the provision of exhibition space or otherwise arising out of the business relationship between the parties.

**IMPORTANT: Please sign and date below and return to ITE together with your Space Application Contract.**

**I hereby confirm that I have received and agree to comply by the terms and conditions set out above:**

Signed .....

Date .....

Print Name.....

Name of Company .....