

TERMS AND CONDITIONS – FUTURE HEALTHCARE EXHIBITION & CONFERENCE

1. Definitions

- 1.1. The following definitions shall have the following meanings:
 - a) "the Authorities": the relevant District or County Council or Metropolitan Borough Council; the relevant Fire Brigade: the relevant Police Department, The Home Office; M Customs of the and locality Excise, in which and any the other Exhibition relevant is located, Governmental in respect department of the Exhibition, or body or any exhibit other included competent in the authority having jurisdiction in respect Exhibition or any activity connected with the Exhibition;
 - b) "the Exhibition": refers to the event detailed above;
 - c) "the Exhibition Hall": refers to the events centre where the Exhibition is held;
 - d) "the Charges": all charges as the total cost payable by the Exhibitor in the Contract;
 - e) "Exhibitor": the applicant named on the Contract and, where the context admits, together with all its employees, servants, agents, contractors and subcontractors;
 - f) "Sub-Exhibitor": the applicant named by the Exhibitor on Form 1B in the Exhibitor Manual;
 - g) "Stand": shall, unless otherwise specified, include any stand or space only site or other area made available to the Exhibitor as shown on the Contract;
 - h) "Organiser": the organiser named on the first page of this Contract, together with all its personnel and agents
 - i) "Owner": all persons having any proprietary right or interest in or over the Exhibition Hall (or any part thereof) from whom the Organiser must obtain the right, and any necessary consent or approval to use the Exhibition Hall for the Exhibition,
 - j) "person": includes any individual, company, sole trader, partnership or other legal entity;
 - k) "Contract" the agreement the Organiser and the Exhibitor;
 - l) "Rules and Regulations": which are contained within the Exhibitors Manual' and forms part of the Contract;
 - m) "Exhibitor's Manual": contains details of all services relating to the Exhibition and will be sent to all Exhibitors in advance of the Exhibition;
 - n) "Cancel fee": is equal to the total stand cost listed in the itemised contract.
- 1.2. References to statutes or regulations shall include references to such statutes or regulations as amended, updated, consolidated or re-enacted from time to time.

2. Payment

- 2.1. The Charges payable by the Exhibitor as detailed overleaf must be received by the Organiser as follows:
 - a) 50% deposit due on allotment of space;
 - b) Remaining 50% of balance by 14 December 2018. All contracts dated after 14 December 2018 are due for immediate payment. 2.2. The special early bird offer rate is subject to receipt of payment by the due dates. In the event of late payment, the organiser reserves the right to revoke the special early bird rate offer and apply the standard rate.
 - 2.3. If all payments due hereunder are not received by the due date, the Organiser may exclude the Exhibitor from the Exhibition, or terminate the Contract or, (without prejudice to any other rights or remedies of the Organiser), charge the Exhibitor interest at the rate of 4% over the base rate applying from time to time of Santander Bank plc on any charges not paid b) the due dates for payment thereof from such date until the same are paid.
 - 2.4. VAT: Value Added Tax will be charged on invoices to exhibitors when required by UK law. Invoice dates will be the tax point dates for VAT purposes.

3. Withdrawal/Cancellation

- 3.1. Once the Organiser receives the signed Booking Form the Exhibitor commits to take the Stand and any additional services and products including advertising, promotional and sponsorship, on receipt of the contract the Exhibitor shall be bound to take the stand allocated, occupy it at all times when the Exhibition Hall is open to visitors and (c pay all the charges in respect of the Stand and any additional services and products including advertising, promotional and sponsorship and otherwise to comply with all the Exhibitor's obligations. In the event that an Exhibitor either wishes to cancel the stand booking or any additional supplies and products including advertising, promotional and sponsorship detailed after acceptance on the Contract by the or Organiser or fails to meet any of the payment obligations (whether as to amounts or dates of payment) detailed on the contract or fails to occupy the stand at least 2 hours before the exhibition opening, then the Organiser reserves the right to resell or reallocate the Stand and the Exhibitor will be liable to the following Cancellation charges:
 - a) Cancellation notice received on or before 25 September 2018 - 50% Cancellation Fee;
 - b) Cancellation notice received after 25 September 2018 - 100% Cancellation Fee. All contracts dated after 25 September 2018 are subject to a 100% Cancellation Fee.
- 3.2. If the Exhibitor wishes to cancel then written notice of such wish must be forwarded and received by the Organiser by Recorded Delivery post not later than the dates referred to above.
- 3.3. Notwithstanding that the Organiser may resell or reallocate the cancelled stand space (or the space if it is reduced pursuant to paragraph 3.4 the Exhibitor is liable to the full cancellation charge as set out in 3.1
- 3.4. Reduction of Space. Where an Exhibitor wishes to reduce the size of a Stand booking after acceptance by the Organiser, then written notice of such a wish must be forwarded to the organiser. The Organiser reserves the right to apply the scale of cancellation charges to the total cost according to the amount by which the stand area is reduced and the Organiser may resell or reallocate the space in question.
- 3.5. To the extent that such amounts have not been paid, the balance shall be immediately due and payable and if more than the above amounts have been paid, the Organiser shall refund the balance to the Exhibitor following receipt of such cancellation notice.

4. Nature of the Contract

- 4.1. No Stand Will be reserved and no Contract shall exist until the Exhibitor has returned to the Organiser the signed Contract and this has been approved by the Organiser Approval by the Organiser is implied, unless the Organiser states otherwise.
- 4.2. The Contract constitutes a licence to exhibit and not a tenancy. The Organiser reserves the right at any time to make such alterations to the floor plan of the Exhibition as may in the Organiser's opinion be necessary in the best interest of the Exhibition as a whole and to alter the shape, size or position of allotted to the Exhibitor. If, as a result, the space allotted to the Exhibitor shall be reduced, a proportionate allowance will be made to the Exhibitor by adjustment of the charge. No alteration to the space allotted will be made in such a way as to impose on the Exhibitor any greater liability for rental than that undertaken in the Contract.

5. Exhibitor's Manual

- 5.1. The Exhibitor's Manual will include the Rules and Regulations and forms for all services relating to the Exhibition. All relevant forms must be completed and returned by the dates stated on the forms. The Exhibitor must abide by the Contract and Rules and Regulations.

6. Organiser's Liability – Cancellation of the Exhibition

- 6.1. Cancellation and Abandonment Policy: The Organisers have accepted a cancellation and abandonment policy which covers the Organisers liability in respect of the Cancellation and/or Abandonment of the exhibition for reasons that arise falling outside of the Organisers control. A full specimen policy wording, showing the terms, conditions and exceptions of the cover is available from Inevexco Ltd. Email : Mark.Blair@inevexco.co.uk. Tel: 01732 757616.

7. Application and Interpretation of and Amendments to the Contract and Rules & Regulations.

- 7.1. The Organiser reserves the right to add to, alter or vary any of the Contract or the Rules and Regulations either generally or in respect of one or more exhibitors but only insofar as is necessary:
 - a) to comply with any relevant Authorities;
 - b) to remove any ambiguity or inconsistency;
 - c) to ensure the smooth running of the Exhibition;
 - d) to better protect the interest of the exhibitors as a whole;
 - e) to comply with any insurance policy of the Organiser;
 - f) to alleviate or remove any actual or potential risk to the health or safety of persons in the Exhibition.

8. Disputes

- 8.1. Questions or disputes that may arise between the Organiser and Exhibitors or between Exhibitors regarding the interpretation or meaning of this Contract or the implementation thereof, all questions and disputes not provided for by this Contract 2nd the Rules and Regulations shall be referred to and determined by the Organiser whose decision in relation there to shall be final.

9. Entitlement to Occupy Stand

- 9.1. In no circumstances will an Exhibitor be permitted to erect or occupy its Stand if the Charges have not been paid in full. Should an Exhibitor be prevented from occupying its Stand for this reason, all Charges paid shall be forfeited and the balance of the whole of the Charges due under the Contract shall be recoverable forthwith by the Organiser, the Organiser shall be entitled to utilise the Stand allotted to such an Exhibitor in such manner as the Organiser thinks fit, and to recover from the Exhibitor any expenditure involved in so doing.
- 9.2. All exhibits are the property of the Exhibitor are subject to a general lien and power of sale in favour of the Organiser for all Charges or other sums due from an Exhibitor the Organiser.
- 9.3. The Exhibitor is not permitted to distribute leaflets, promote or sell products or services in the Exhibition Hall except on the Stand as detailed on the Contract.

10. Use of Stand/ Subletting etc.

- 10.1. Exhibitors shall not sublet or divide the Stand allotted to them or permit the Stand to be utilised by any other person or company without rights and remedies, provided by law. The Organiser's prior consent in writing by completing Sub-Exhibiting form in the Exhibitor's manual.
- 10.2. Without the written consent of the Organiser, no name(s) other than that of the Exhibitor may be displayed on the Stand, nor may any literature in respect on any goods other than those of the Exhibitor be displayed or distributed.
- 10.3. After approval had been obtained for sub-letting a stand there will be a fee levied for every sub-exhibitor, and this fee is payable by the Exhibitor of the stand. The fee will include a free inclusion into the show catalogue, a fascia board with the sub-exhibitor's name (space permitting) and named exhibitor badges for the sub-exhibitors.
- 10.4. The Exhibitor will be responsible for any subsequent costs incurred by the sub-exhibitor.

11. Right of Entry

- 11.1. The Organiser and the Owner and those authorised by them respectively have the right to enter the Exhibition Hall and Stands at any time to carry out inspections, execute works, repairs and alterations and for all other purposes. No compensation will be payable to the Exhibitor for damage, loss or inconvenience caused by the reasonable exercise of this power.

12. Risk and Insurance

- 12.1. Each Exhibitor exhibits entirely at its own risk.
- 12.2. The Exhibitor accepts liability for all acts or omissions of the Exhibitor, the Exhibitor's servants, contractors, agents and visitors (whether arising from personal injury or damage to property or otherwise) and undertakes to indemnify the Organiser and keep them indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against the Organiser or incurred or become payable by them arising therefrom or in respect thereof including but not limited to claims arising out of damages to the Exhibition Hall or other areas of the venue or outside areas as well as any claims arising out of the supply by the Exhibitor of samples of any kind whatsoever, whether such samples be sold or given away free or including any legal costs and expenses any compensation costs and disbursement's paid by the Organiser on the advice of Council to compromise or settle such claims.
- 12.3. The Organiser Will take such precautions as it may consider appropriate for the proper running of the Exhibition, but will not at any time be responsible for the loss of, or damage to, or safety of any Stand, exhibit materials or other property of any Exhibitor or any other person under any circumstances.
- 12.4. It is a condition of this contract that Exhibitors arrange adequate insurance to attend the show. Minimum limits are advised below.

Cover Headings	Standard Limits	Brief Summary of the Cover
Exhibitor Liability	2,000,000 (any one occurrence)	Legal liability to pay compensation, legal costs and expenses as a result of accidental any one death or injury to a third party and) or damage to their property at the Venue.

If you require assistance is setting up your Exhibitor Public Liability Insurance please contact Inevexco Ltd, Mark.Blair@inevexco.co.uk Tel: 01732 757616.

13. Approval of Exhibits

- 13.1. The Exhibitor must satisfy itself that its exhibits and/or products comply a respect with this Contract and the Rules and Regulations and all applicable requirements of all relevant Authorities. The Organiser reserves the right to reject for inclusion or, at any time before or during the Exhibition to require to be removed any exhibit and or service.

14. Stand Constructions

- 14.1. Shell Scheme Stands will be provided by the Organiser and will be in accordance with the specification given in the Exhibitor's Manual which will be sent to all Exhibitors. The conditions governing the carrying out of all additional construction work, with which the Exhibitor must comply, are also contained in the Exhibitor's Manual. All corner site Stands must retain their open sides and the Exhibitor must not erect a wall or solid object above a height of 1m.
- 14.2. Space Only Exhibitors must make their own arrangements for Stand design and construction of Stands for space only sites and may use either the official contractor or a contractor of its choice. All such Stands be subject to the approval of the Organiser and the Exhibitor must submit detailed drawings with full plan/elevations and details of constructional and other works to be carried out, materials, method of construction and the name of the proposed contractor, at least months prior the opening of the Exhibition. Positions and dimensions of machinery and large exhibits must be shown. No solid walls along the circumference of the stand will be permitted. Exhibitors must satisfy the Organiser that the erection and demolition of the Stand can be carried out safely and within the allotted time.

15. Promotion and Representation

- 15.1 Whilst the Organiser shall use reasonable endeavour to organise and promote the Exhibition in such a manner as they consider appropriate the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as to audience projection; or methods or timing of promotion shall constitute on general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty. Exhibitor grants the Organiser the right to list Exhibitor in its printed or electronic promotional material and agrees that the copyright to any such materials belongs to the Organiser.

16. Exclusion from the Exhibition and Termination of Contract

- 16.1. Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the Exhibition:
 - a) the Organisers shall be entitled
 - i) at the Exhibitor's risk and expense to break open any locks, doors, night sheets, or other protective structure on the Stand or any containers and to dismantle its Stand and to remove and take possession of (and if it thinks fit to place in store) any exhibits or other goods (including any Stand fittings) belonging to the Exhibitor and;
 - ii) to enter a contract with some other person to occupy the Stand;
 - b) the Exhibitor shall refund to the Organiser any expenses (including storage charges) which the Organiser may have suffered or incurred, and the Organiser shall have a lien on all exhibits or other goods taken into its possess on for all sums due to it from the Exhibitor, including any such expenses and the costs of enforcing the Exhibitor's rights hereunder;
 - c) the Exhibitor shall indemnify the Organiser against all claims that may be made against the Organiser by any third party which arise as a result of the Organiser exercising its power under this paragraph;
 - d) the Organiser shall not incur any liability to the Exhibitor by reason of terminating its Contract or excluding the Exhibitor (as the case may be) or of the exercise by the Organiser of any of its powers under this paragraph nor shall the Organiser be liable to the Exhibitor for any loss or damage to any Stand, exhibits or goods howsoever caused;
 - e) the Exhibitor shall act be entitled to any refund of the Charges or for expenditure incurred for Stand construction or materials for Exhibits or otherwise in connection with the Exhibition as if he had occupied the Stand throughout the Exhibition;
 - f) the Organiser's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise shall arising in connection with the performance or contemplated performance of this agreement shall be limited in all circumstances to the Exhibitor fees paid. 16.2. Any termination of the Contract by the Organiser shall be without prejudice to the accrued rights and entitlements of the Organiser in respect of any antecedent breach or unfulfilled obligation of the Exhibitor.
 - 16.3. Any exercise by the Organiser of any right conferred on it hereunder (or otherwise arising) to exclude the Exhibitor from the Exhibition shall not affect the validity of the Contract or the rights and entitlements of the organiser thereunder and the Contract shall continue to full force and effect notwithstanding such exclusion of the Exhibitor.

17. Serving of Notice

- 17.1. Any notice to an Exhibitor or the Organiser under the Contract shall be given in writing. Such notice shall be deemed to have been properly served.

18. Invalidity, Representations, Governing Law etc.

- 18.1. If any provision or part thereof of the Contract or the Rules and Regulations shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any "No, such invalidity or unenforceability shall in no way impair or affect any other provision or part thereof all of which shall remain in full force and effect.
- 18.2. No statement, representation or warranty (whether express or implied) given or made by or on behalf of the Organiser shall form part of the Contract unless contained in the Rules and Regulations and agreed in writing. Any other terms or conditions sought to be imposed by the Exhibitor are hereby expressly excluded.
- 18.3. The Contract and the Rules and Regulations shall be governed by and construed in accordance with the law of England.
- 18.4. No failure or delay by any person in exercising any right, power or privilege under the Contract or the Rules and Regulations shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the exercise of any other right power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any.