

## Terms and Conditions

1. **DEFINITIONS.** In these rules and conditions the term 'Exhibitor' shall include all employees and agents of the company or individual to whom space has been allocated. The term 'The Exhibition' shall mean **The Netcoms Show**. The term 'The Organisers' shall mean **Terrington Exhibitions Limited** or their appointed agent. The 'Exhibitors Manual' means the practical information and order booklet.
  2. **REGULATIONS.** The Exhibitor shall not contravene any Act of Parliament in force relating to the Exhibitors stand or exhibits or other property and shall observe any requirements imposed or made by Local or any other relevant Authorities. Exhibitors shall also observe the Rules and Regulations issued by the Landlords in force at the time of the Exhibition which where applicable will be drawn to the attention of the Exhibitor.
  3. **EFFECTS OF CONTRACT.** On acceptance of an application for space a contract shall arise between the Organizers and the Exhibitor making the application. The contract creates a license to exhibit at the Exhibition and is not a tenancy. The contract is personal to the Exhibitor who may not assign, transfer, sub-let or grant licenses for the whole or any part of the stand or space allotted. Advertisements or any type of literature from firms who are not bona fide Exhibitors may not be exhibited on or distributed from any stand or within the exhibition area.
  4. **CHARGES FOR SPACE.** The charges for space are as shown on the Contract For Stand Space. The rates do not include stand fitting unless specifically included in the contract. The Exhibitor has full responsibility for all other stand fittings and fixtures and must conform to the stand fitting regulations.
  5. **PAYMENT FOR SPACE.** A deposit in accordance with the schedule set out on the space application form must accompany the signed application for space. Any application not accompanied by such deposit may be deemed null and void. The balance payment must be paid on the dates specified in the aforementioned schedule. In the case of overseas exhibitors payments must be made on the dates specified in the aforementioned schedule by international bank transfer and free of all charges. Non-payment of any part of the contract price for the space allotted shall give the Organisers the right to treat the contract as terminated and to re-allot the space or to use it in any way The Organisers think fit and to recover from the Exhibitor any expense in so doing.
  6. **ALLOTMENT FOR SPACE.** Applications for space will be dealt with in the order they are received. The organizers shall have full power to determine in every respect the allocation for the area and the position of the space. The Organisers reserve the right at any time to make such alterations to the layout plans of the Exhibition or in the specification for the Exhibitor's Stand as in their opinion they consider to be in the best interests of the Exhibition.
  7. **TERMINATION OR CANCELLATION OF CONTRACT.** Exhibitors shall not be entitled to cancel this agreement without the express written permission of the Organisers and then only on terms acceptable to the Organisers. The Organisers may terminate this contract (without prejudice to it's remedies) forthwith by notice in writing to the Exhibitor if the Exhibitor either:
    - a) Commits or fails to observe or perform any provision of this Contract or the Landlords regulations.
    - b) Is unable to pay it's debts or enters into compulsory or voluntary liquidation (except for the purpose of affecting a reconstruction or amalgamation) or compounds with or convenes a meeting of its creditors or has a receiver or manager or administrator over its assets or any part or ceases for any reason to carry on business or suffers any similar action which is in the opinion of the Organisers means that the Exhibitor may be unable to pay its debts.
    - c) Gives to the Organiser written notice of its wish to withdraw and the Organisers permit to do so. The Organisers shall have unfettered discretion whether to permit the Exhibitor to withdraw, but if they do so permit will require a consideration for release from the contract. The amount of the payment shall be specified in the Organiser's confirmation and will be a proportion of the Contract Price as follows:

On or before 1<sup>st</sup> of April 2010 - 25%  
On or before the 1<sup>st</sup> of June 2010 – 80%  
After 1<sup>st</sup> of July 2010 – 100%
- In either of the above cases the termination shall be without prejudice to the right of The Organisers to recover all monies payable by the terms of this contract by the Exhibitor and all other claims against the Exhibitor and damages sustained by the Organiser as well as legal costs incurred in such recovery.
8. **INSURANCE.** (i) Third Party. The Exhibitor is responsible for and will indemnify the Organisers against all personal injury or liability, loss, the erection, use and dismantling of the Exhibitors stand and anything permitted, admitted or not done thereon or there from caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the stand or the act, omission or neglect of any such person or by any exhibit or machinery or other article or thing of the Exhibitor or any servant or agent of the Exhibitor.
  - (ii) Exhibitor's staff and Exhibits. The Organisers shall not be responsible otherwise than through negligence howsoever caused in any way for personal injury to the Exhibitor, servants, agents, invitees or licensees.
  - (iii) Insurance cover. The Exhibitor shall take out adequate insurance in respect of the foregoing risks. The Exhibitor is further advised to insure against costs and losses which the Exhibitor may incur in the event of the Exhibition being delayed, prevented, postponed, or abandoned through force majeure or from causes not within the Organiser's control, since all liability on the part of the Organisers for such costs and losses is expressly excluded in such an eventuality. Exhibitors are further advised to take out insurance to cover their liability for any claims made against them for failure to vacate at the expiry of the license period.
9. **CONDUCT OF THE EXHIBITOR.**
  - (i) Projection Video/Slideshows, flashing lights and neon signs may not be used with out the Organiser's prior written consent.
  - (ii) Demonstrations, competitions, lotteries or draws may only be held with the Organiser's prior consent.
  - (iii) Solicitation which in the opinion of the Organisers gives rise to annoyance or danger is expressly prohibited.
  - (iv) Exhibitors shall ensure that stands and exhibits are open to view and staffed by competent representatives during the exhibition opening hours.
  - (v) Exhibitors are responsible to the Organisers to ensure that the stands are maintained in a clean and tidy state throughout the period of the Exhibition.
  - (vi) Exhibitors may not paste or otherwise affix or exhibit advertisements anywhere in the Exhibition area except on their own stands. No advertisements, hand bills or publicity matter of any kind may be distributed except from the Exhibitors stand and no Exhibitor may canvas visitors elsewhere in the Exhibition area.

10. **BUILDING AND DISMANTLING OF THE EXHIBITION.** The days and times allowed for the erection and dismantling of stands and for the installation and removal of exhibits will be given in the Exhibitors Manual to be issued by the Organisers and must observe the conditions laid down by the Organisers in respect of the building and dismantling of the Exhibition.
11. **OBSTRUCTION OF STANDS AND GANGWAYS.** Exhibitors, their agents or Contractors must not erect or place materials which will impede, delay or stop work on any other site. It is the responsibility of the Exhibitor and his agent and Employees to keep all such gangways clear of all materials, packing cases, rubbish and equipment. The Organisers reserve the right to remove or to have removed anything causing an obstruction and to charge the person for the cost of doing so. Exhibitors are also responsible for ensuring that they place no obstruction in the gangways throughout the open hours of the Exhibition.
12. **STAND FITTING.** The conditions governing all construction work are contained in the Exhibitors Manual. Exhibitors may use a contractor of their choice for the construction and erection of stands on space only sites and interior fittings for the shell scheme provided that the contractor used is approved by the Organisers.
13. **ELECTRICAL WORK.** All electrical installations must be carried out by the Contractor appointed by the Organisers for the area in which the stand is situated.
14. **GAS, WATER AND WASTE.** Exhibitors who require gas, water or waste services to be brought to their stands must apply in writing to the Contractors appointed by the Organisers.
15. **DANGEROUS MATERIALS.** Explosive, radioactive, inflammable or other dangerous substances may not be exhibited or brought into the Exhibition area. No naked lights, lamps or heat generating equipment may be used except with the prior approval of the Organisers and the Local Authority.
16. **FIRE PRECAUTIONS.** All display material must be made from fireproofed material to the satisfaction of the Authorities and the Organisers. Cloth materials used in the decoration of stands must be non-flammable or rendered so by immersion in an approved fire-proofing solution.
17. **CLEANING.** The Organisers will arrange stand cleaning. The cost of such work which does not include the cleaning of the exhibits is included within the stand rental charge.
18. **CATERING.** All articles for eating, drinking & smoking within the Exhibition area including any such articles given away must be obtained from the official caterers, details of whom will be included in the Exhibitors Manual.
19. **EXHIBITION SERVICES.** The Organisers will use their best endeavors to ensure the supply of the services provided for the Exhibition and the additional services mentioned in the Exhibitors Manual but as the supply of such services is not within the Organisers control they shall not incur liability to the Exhibitor for any loss or damage if any such services shall wholly or partially fail to cease to be available. Nor shall the Exhibitor be entitled to any allowance in respect of sums paid or due under this Contract.
20. **ADMISSION TO THE EXHIBITION.** The Organisers reserve the right to refuse admission to any person wishing to visit the exhibition without assigning the reason for such a refusal. The Organisers will issue official admission passes and none other shall be valid.
21. **AMENDMENT TO RULES AND CONDITIONS.** The Organisers may at any time in the interests of good management of the Exhibition, introduce such further rules and conditions as they may, in their discretion think fit.
22. **APPLICABLE LAW.** The validity, construction and performance of this contract shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.