

TRAFFEX SEEING IS BELIEVING 2018

-TERMS OF CONTRACT TO EXHIBIT

1 DEFINITIONS

In these Terms of Contract the term 'Exhibitor' means any person, firm or company who has made application for and who has been granted space in the Exhibition. The term 'Exhibition' means the event detailed on the Contract To Exhibit. The term 'Organiser' means Brintex or its lawful assigns.

2 ALLOTMENT OF SPACE

When the space has been offered each Exhibitor is required to give a formal acceptance of the area allotted and the terms and conditions contained in the Rules and Regulations forming part of the Contract between the Organisers and the Exhibitors. The Contract To Exhibit must contain all the information requested.

3 EXHIBITS

Exhibitors may not display any exhibits in addition to or in place of those described on the Contract To Exhibit except with the express permission of the Organisers.

4 CANCELLATION OF SPACE

(1) In the event that an Exhibitor either wishes to cancel his space booking after acceptance by the Organisers or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Contract to Exhibit then the Organisers reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organisers) to apply the following cancellation charges and to reallocate such space:

Cancellation occurring:

- (a) **Between application and 30th September 2017, cancellation charge of 30% of total cost plus VAT**
- (b) **After 1st October, cancellation charge of 100% of total cost plus VAT.**

(2) If the Exhibitor wishes to cancel then written notice of such wish must be forwarded to and received by the Organisers by Recorded Delivery post not later than the dates referred to in the table above. For the avoidance of doubt the Organisers shall not be obliged to accept the Exhibitor's notice of cancellation.

(3) Notwithstanding that the Organisers may resell or reallocate the cancelled stand space (or the space by which it is reduced pursuant to paragraph 4) after payment of the cancellation charges the Organisers shall be under no obligation to reimburse all or any part of such cancellation charges.

5 REDUCTION OF SPACE

Where an Exhibitor wishes to reduce the size of his space booking after acceptance by the Organisers then written notice of such wish must be forwarded to and received by the Organisers. The Organisers reserve the right to apply the scale of cancellation charges to the total cost according to the amount by which the original stand area is reduced. The Organisers may resell or reallocate the space in question. There shall be no obligation on the Organisers to accept notification of reduction.

6 RELOCATION

Should it be necessary to revise the layout of the Exhibition for any purpose the Organisers reserve the right to transfer any exhibitor to an alternative site.

7 BANKRUPTCY

In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation, having a Receiver or Administrator appointed in respect of any of its assets then the Organisers reserve the right to terminate the contract with the Exhibitor and the Rules and Regulations relating to Cancellation shall apply.

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 allotted to them without the express permission of the Organisers.

9 VAT

Under UK VAT legislation, the supply of exhibition services to Business Customers is deemed to be provided in the location of the customer.

If the Exhibitor is located outside the UK but within the EU it shall provide the Organiser with details of its VAT number or such other evidence acceptable to the Organiser to prove that it is operating as a business. In the absence of such evidence the Organiser is obliged to charge UK VAT at the appropriate rate. In such circumstances the Exhibitor should account for VAT in their own member state using the 'reverse charge' procedure. Services supplied to Business Customers located outside the EU are not subject to UK VAT.

10 PAYMENT OF SPACE

A non-refundable deposit, as specified overleaf, representing a percentage of the value of the space and shall stand applied for **must be forwarded with the signed Contract to Exhibit**. The balance of the total cost is due and payable at least six weeks before the opening of the Exhibition. Where payment is not made in accordance with the Rules and Regulations, the deposit may be forfeited and the space re-allocated. Any loss incurred by the Organisers by reason of such non-payment must be paid by the defaulting applicant.

11 PROMOTION AND REPRESENTATION

Whilst the Organisers shall use their reasonable endeavours to organise and promote the Exhibition in such manner as they consider appropriate the Organisers reserve 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 Organisers as to audience projections or methods or timing of promotion shall constitute only general indications of the Organisers' promotion and organising strategy and shall not amount to any representation or warranty.

12 POSTPONEMENT OR ABANDONMENT

(1) In the event of any abandonment, postponement or limitation of the Exhibition, any limitation of the use of the premises or any part thereof, or any failure of the services provided therein, an Exhibitor or his agents or contractors shall have no claim against the Organisers in respect of any resulting loss or damage and the Exhibitor's liabilities shall not be affected.

(2) The Organisers accept no responsibility if delivery of goods and materials or the execution of work is held up or prevented by any cause beyond their control, including without prejudice the generality of the foregoing:

- (a) Strike, lock-out, labour disturbance or restriction;
- (b) Failure by the Exhibitor, his agents or contractors to give instructions or supply the necessary drawings in due time.

13 EXHIBITORS' LIABILITIES

The Exhibitor hereby accepts liability for all acts or omissions by itself, its servants, contractors, agents, and visitors and undertakes to indemnify the Organiser and keep them indemnified against all liability in respect thereof and against all actions, claims, demands, costs and expenses whatsoever which may be made against the Organiser including any legal costs and expenses and any compensation costs and disbursements paid by the Organiser on the advice of Counsel to compromise or settle any such claims.

Notwithstanding the indemnity hereby given, the Exhibitor undertakes to arrange appropriate third party liability insurance and employers liability for a minimum of £10 million.

14 INSURANCE LIABILITY

Neither the Organisers nor the Hall owners will be responsible for the safety of any exhibit or property of any Exhibitor, or any other person, for the loss or damage of, or destruction to same, by theft or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor by reasons of any defect in the building caused by fire, storm, tempest, lightening, national emergency, war, labour dispute, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organisers whether ejusdem generis or not for any loss or damage occasioned if by reason of the happenings or any such event, the opening of the Exhibition is prevented or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor agrees and undertakes to ensure in their full replacement value the contents of his stand and all associated ancillary equipment and materials.

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