

## WHAT ELSE EVENTS LIMITED EXHIBITION TERMS AND CONDITIONS

Please read these Terms carefully as they contain important information. These Terms set out the terms and conditions on which the Exhibitor books a space to exhibit at an Exhibition (defined below) organised by What Else Events Limited.

### 1. Definitions

1.1 In these Terms the following words shall have the following meanings:

**Booking Form:** the booking form issued by the Organiser for the purposes of placing a Booking or such other form of application approved by the Organiser and made by the Exhibitor for a Booking.

**Booking:** a booking by the Exhibitor to book a Space to exhibit at an Exhibition.

**Breakdown Period:** the period for the removal of all Exhibits and Stands from the Venue.

**Build-up Period:** the period for the delivery and installation of all Exhibits and Stands at the Venue.

**Business Day:** a day the banks in the City of London are open for normal business other than a Saturday, Sunday or other public or bank holiday.

**Charges:** any charges other than the Fees payable by the Exhibitor to the Organiser for Services.

**Contract:** the contract between the Organiser and Exhibitor in respect of the Booking and Services, incorporating these Terms.

**Demand:** any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, damage, compensation, outgoing, penalty or proceeding.

**Exhibition:** the event, exhibition, show, fair or other event held by the Organiser referred to in the Booking Form or in respect of which is the subject of a Booking.

**Exhibitor:** the person identified as the exhibitor on the Booking Form or who otherwise submits an application for a Booking, and who is allocated Space pursuant to the Contract.

**Exhibitors Manual:** the Organiser's manual for the Exhibition.

**Exhibits:** any material, article or item of the Exhibitor or its Representatives and permitted by the Organiser to be exhibited.

**Fees:** the total sums payable by the Exhibitor to the Organiser for the Booking and allocation of the Space.

**Materials:** any or all material, content and/or information requested by the Organiser and/or submitted by the Exhibitor to the Organiser for use in connection with the Exhibition.

**Organiser:** What Else Events Limited (registered number 13253353, whose registered office is at 1 Garden Cottages, Reigate Road, Reigate, Surrey, RH2 9RE)

**Regulations:** the regulations contained in the Exhibitors Manual and any additional regulations issued by the Venue Owner in relation to exhibitions held at the Venue.

**Representatives:** the directors, employees, contractors, subcontractors, agents, consultants or other representatives of either party.

**Services:** additional services provided by the Organiser to the Exhibitor in connection with the Exhibition as identified on the Booking Form or as otherwise ordered by the Exhibitor and accepted by the Organiser.

**Space:** the areas of floor space at the Exhibition allocated to the Exhibitor under the Contract.

**Stand:** any structure, platform or other erection located at the Space for the Exhibitor's purposes at the Exhibition.

**Terms:** these terms and conditions, any Exhibition Manual and any Regulations.

**Venue:** the location and halls where the Exhibition will take place.

**Venue Owner:** the owner, operator and/or manager of the Venue.

1.2 In these Terms the following rules of interpretation apply to the Contract:

(a) clause headings shall not affect the interpretation of the Contract;

(b) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(c) a reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;

(d) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

(e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

(f) the Contract shall be binding on, and enure to the benefit of, the parties to the Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns;

(g) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

(h) a reference to **writing** or **written** includes fax and email;

(i) any obligation on a party not to do something includes an obligation not to allow that thing to be done;

(j) a reference to **the Contract** or to any other agreement or document referred to in the Contract is a reference of the Contract or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Contract) from time to time; and

(k) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2. Agreement - Booking of Space

2.1 These Terms govern all Contracts and Bookings to the exclusion of any other terms and conditions.

2.2 A Booking must be made on the Booking Form which must be completed in full, contain all information required by the Organiser and be signed on behalf of the Exhibitor. The Organiser may at its sole discretion accept Bookings by other means (including written, oral or electronic means) provided that these Terms shall apply to all applications for Bookings and the Contract.

2.3 By submitting a Booking Form or such other application for a Booking accepted by the Organiser, the Exhibitor agrees to be bound by these Terms.

2.4 The person signing the Booking Form on the Exhibitor's behalf shall be deemed to have full authority to do so and the Exhibitor shall have no right to claim that such person did not have such authority.

2.5 A binding Contract will come into existence on the acceptance of the Booking by the Organiser, whether by the Organiser signing the Booking Form, sending confirmation of acceptance or otherwise accepting the Exhibitor's application for a Booking. Any issue of an invoice by the Organiser to the Exhibitor for the relevant Fees shall constitute acceptance of the Booking.

2.6 Until a binding Contract comes into existence (regardless of whether the Booking Form has been submitted or a deposit on account of Fees has been paid), the Organiser reserves the right to accept or reject applications for Bookings without liability to the Exhibitor including the right without giving notice to the Exhibitor to reallocate Space to another exhibitor.

2.7 The Organiser processes and evaluates all requests for a Booking, using various section criteria including: (a) the availability of various Exhibition spaces; (b) the balanced distribution of the content of the Exhibition; (c) the degree to which the Exhibitor's activity corresponds with the purpose of the Exhibition; (d) the quality of the products, brands and/or displayed works of the Exhibitor; and (e) the variation of the products and/or displayed works of other exhibitors.

2.8 The Company reserves the right to reject a request for a Booking for any reason, including one or more of the following, non-exhaustive reasons: (a) the request is incompatible with one or more of the criteria set out in clause 2.7; (b) in article 4.1; (b) the Exhibitor fails to comply with one or more of its obligations deriving from its Booking request; (c) the Exhibitor has failed to comply with one or more of its obligations relating to any other event or exhibition that was organised by the Organiser or a company associated with it; (d) the Exhibitor threatens the proper order or the good name and reputation of the Exhibition or of the Organiser; (e) the Exhibitor does not comply with the provisions concerning the fitting out and decoration of the Space or the Stand, as contained in the Exhibitors Manual; (f) the Venue Owner objects to the participation of the Exhibitor.

2.9 The Organiser's acceptance of a Booking only relates to that Booking and does not give rise to any right for the Exhibitor to participate in any future Exhibition or other event organised by the Organiser or an associated company at a future date.

### 3. Allocation of the Stand Space.

3.1 The Organiser has the absolute discretion to determine the allocation of Space to the Exhibitor and the spaces allocated to other exhibitors at the Exhibition.

3.2 Within 7 days of the Exhibitor being informed of the allocation of Space by the Organiser, the Exhibitor may raise any bone fide and genuine objections to the allocation of the Space. The Organiser will review and consider such objections in good faith but the determination of the Organiser shall be final and binding on the Exhibitor.

3.3 Every effort shall be made to allocate to the Exhibitor the Space, which has been booked and communicated to the Exhibitor. However to facilitate an effective layout or organisation of the Exhibition or if the Organiser believes it to be in the best interest of the Exhibition or for any other genuine and bona fide reason (whether or not beyond the Organiser's control), the Organiser has the right to make a Space reallocation at any time, provided that the reallocated Space shall not be more than 10% greater or less than the Space which has been booked.

## WHAT ELSE EVENTS LIMITED EXHIBITION TERMS AND CONDITIONS

3.4 The Organiser shall provide the Exhibitor with an Exhibition map that is drawn up by the Organiser and/or Venue Owner and identifies the allocated Space of the Exhibitor. This Exhibition map is provided to the Exhibitor for information only, and the Organiser cannot be held liable for any differences between the dimensions in this plan (which are only indicative) and the actual dimensions of the allocated Space.

3.5 If the Exhibitor believes that the Exhibition map contains dimensional errors with regard to the Space allocated to it, these errors must be reported to the Organiser in writing and at the latest on the first day of the Build-Up Period. The Organiser will assign a Representative to determine the possible dimensional errors. The Organiser will not consider errors that are submitted after the Stand has been built.

### 4. Fees and other Charges

4.1 All Fees must be paid in accordance with the terms and methods set out on the Booking Form as accepted by the Organiser (or other acceptance of a Booking) and the Organiser's invoices or as otherwise set out in this clause 4. Upon acceptance by the Organiser of the Exhibitor's Booking Form or other application for a Booking, the full amount of the Fees shall be due by the Exhibitor to the Organiser. The Organiser reserves the right to require directors of the Exhibitor to provide a personal guarantee for the payment of the Fees and Charges.

4.2 Unless the Organiser's acceptance states otherwise, the Fees shall be payable by the Exhibitor to the Organiser as follows (or if earlier within 14 days of the date of the invoice for the relevant Fee):

(a) **When the acceptance takes place less than 6 months before the Exhibition:**

(i) a non-refundable deposit of 50% of the Fee upon acceptance by the Organiser of the Exhibitor's Booking; and

(ii) the remaining 50% of the Fee at the latest ninety days before the Build Up Period.

(b) **When the acceptance takes place more than 6 months before the Exhibition:**

(i) a first non-refundable deposit of 30% of the Fee upon acceptance by the Organiser of the Exhibitor's Booking;

(ii) a second non-refundable deposit of 35% of the Fee at the latest six months before the Build Up Period; and

(iii) the remaining 35% of the Fee at the latest ninety days before the Build Up Period.

4.3 Charges for Services ordered by the Exhibitor shall be invoiced separately by the Organiser.

4.4 All invoices submitted by the Exhibitor for Fees or Charges are payable within 14 days of the date of the invoice.

4.5 The Fee and Charges shall be payable without discount, deduction, withholding or set-off and are stated exclusive of VAT which (if and to the extent applicable) shall be payable at the prevailing rate.

4.6 Unless otherwise agreed with the Organiser, all invoices submitted by the Organiser are payable [in Sterling] and in cleared funds by a transfer to the Organiser's nominated bank account as appearing on the Organiser's invoices or Booking Form. The Organiser reserves the right to issue electronic invoices and the Exhibitor agrees to accept electronic invoicing.

4.7 If the Exhibitor fails to meet any payment obligations under this clause 4 (whether as to the amounts or date of payment), then without prejudice to the Organiser's other rights and remedies, the Organiser may exercise any of the following rights:

(a) the Organiser reserves the right and shall be entitled to cancel the Contract, to refuse the Exhibitor access to the Exhibition and to resell or reallocate the Space allocated to the Exhibitor and the provisions of clause 5 below relating to cancellation charges shall apply. Any such cancellation, refusal, resale or reallocation by the Organiser shall not affect the Organiser's right to demand any and all amounts that are payable by the Exhibitor under the terms of the Contract;

(b) the Organiser can charge interest on any late payment at the rate of 12% per annum. Such interest shall accrue on a daily basis from the date on which payment becomes overdue until the date the Organiser receives payment of the full overdue amount together with any accrued interest;

(c) the Organiser shall be entitled to suspend Services; and/or

(d) the Organiser shall be entitled to recover from the Exhibitor all costs of collection and recovery of Fees and Charges; and

(e) the Organiser shall be entitled on demand to accelerate the obligation to pay all Fees and Charges payable under the Contract, including Fees and Charges which under the original terms of the Contract fall due for payment at a later date.

4.8 Any dispute by the Exhibitor concerning an invoice must be made within 7 days following the invoice date. Any such dispute shall not under any circumstances give the Exhibitor the right to suspend any other payment obligation or any other obligation of the Exhibitor under the Contract.

4.9 Notwithstanding any other provision of these Terms, the Exhibitor shall not be allowed to participate within the Exhibition unless it has paid to the Organiser the total amount of all sums owed under the Contract, in cleared funds at least one week in advance of the start date for the Build Up Period.

4.10 In the event that the Exhibition is interrupted or prematurely ended due to circumstances beyond the Organiser's control, it is acknowledged and agreed by the parties that the Organiser shall have no liability to the Exhibitor whatsoever in connection with such interruption or premature ending including any liability to refund or repay (partial or otherwise) any Fees or Charges or to make payment or reimbursement of any Demand suffered or incurred by the Exhibitor or to make payment of any other compensation, damage or loss suffered or incurred by the Exhibitor as a result of or in connection with such interruption or premature ending.

### 5. Cancellation or Reduction of Space.

5.1 A Booking application accepted by the Organiser cannot be unilaterally withdrawn or changed by the Exhibitor. Any unilateral withdrawal or change by an Exhibitor of its Booking or any other application and any request made by an Exhibitor to reduce the Space allocated to it shall be considered and treated as a request for a cancellation of the Booking or a request for cancellation of part of the Space.

5.2 The Exhibitor may apply by notice in writing to the Organiser at any time prior to the Exhibition to cancel the Booking (**Cancellation Notice**) or to reduce the Space (**Reduction Notice**). Any Cancellation Notice or Reduction Notice must be sent by [recorded delivery post] to the Organiser with reasons for such cancellation or reduction. The Exhibitor, in its sole discretion, can either accept or reject the Cancellation Notice or Reduction Notice. If the Organiser accepts the Cancellation Notice, the Booking and Contract shall be deemed cancelled. If the Organiser accepts the Reduction Notice, the booking of Space, which forms the subject of the Reduction Notice, shall be deemed to be cancelled. The date of cancellation shall be the date the Organiser notifies the Exhibitor that it accepts the Cancellation Notice or Reduction Notice or the date the Organiser cancels the Contract pursuant to clause 4.7(a) (**Cancellation Date**).

5.3 If the Booking is cancelled, whether unilaterally or by acceptance by the Organiser, and regardless of the Cancellation Date, the Exhibitor shall be liable to pay the Organiser cancellation fees equal to 100% of the total Fee and Charges due, without discount or rebate.

5.4 If the Space is reduced, whether unilaterally or by acceptance by the Organiser, no cancellation fee shall be due in respect of the reduction of Space and the Exhibitor shall remain liable for the full Fee provided that the Organiser may, in its absolute discretion, agree a reduction of the Fee to respect of the reduction in Space.

5.5 The Exhibitor acknowledges and accepts that the cancellation fees set out in this clause 5 represents reasonable compensation for, and a genuine pre-estimate of, the costs and other losses incurred by the Organiser as a result of the cancellation and that such fees do not represent a penalty.

5.6 The Exhibitor acknowledges and accepts that if it does not actually occupy the Space, the Organiser shall be entitled to allocate the Space to another exhibitor or to place on the Space allocated to the Exhibitor the following announcement: "This stand was reserved for [Exhibitor's name] under the terms of the application dated [date]".

5.7 If the Organiser accepts a Cancellation Notice or Reduction Notice or if the Organiser terminates the Contract for whatever other reason, the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser and without being under any liability to refund or reduce any cancellation fee or other payments due under these Terms) to reallocate or resell the Space allocated to the Exhibitor which has been cancelled.

### 6. Occupation of Space, Construction of Stands and Exhibits

6.1 The Exhibitor shall:

(a) occupy the Space allocated to it by the show opening time on the first day of the Exhibition and for the whole duration of the opening hours of the Exhibition. [If the Exhibitor fails to do so it shall be deemed to have cancelled its Booking and the Organiser shall be entitled to resell or reallocate such Space and cancellation fees set out in clause 5 shall apply];

(b) not sub-let, share or part with occupation of the Space or any part of it without the Organiser's prior written consent;

(c) occupy the Space as the Organiser's licensee. The Exhibitor shall not obtain any right of exclusive possession or occupation of or any proprietary interest in the Space or the Venue;

(d) occupy the Space and Stand, complete all necessary fitting works and ensure the Stand is appropriately dressed and maintained and that all Exhibits are in position no later than end of the Build Up Period;

(e) keep the Stand appropriately dressed and maintained and all Exhibits open to view and the Stand adequately staffed during the opening hours of the Exhibition and not dismantle the Stand before the end of the Exhibition and start of the Break Down Period;

(f) conduct business and distribute literature and other promotional articles only from the Stand and not from other areas of the Venue;

## WHAT ELSE EVENTS LIMITED EXHIBITION TERMS AND CONDITIONS

(g) not sell, give away or distribute not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the Stand or any other part of the Venue, any articles of food, drink or tobacco other

than those supplied by the Venue Owner, or its appointed catering contractor, or unless otherwise agreed by the Organiser; and

(h) not do, cause, permit or suffer to be done anything which shall in the opinion of the Organiser constitute a nuisance or which may be an infringement of or contravene any licence held by the Organiser or the Venue Owner, or its appointed catering or other contractor and (without limitation) the Exhibitor shall ensure that sound levels emitted from the Stand shall not exceed those levels which in the opinion of the Organiser would cause disturbance to other exhibitors or which would breach the Regulations of any other laws, bye-laws, rule or regulation.

6.2 Subject to payment of the relevant Charges, the Organiser shall supply and erect Stands (either through the Organiser or an official stand contractor appointed by the Organiser) on behalf of the Exhibitor. The Exhibitor shall be entitled to appoint its Representatives to design, supply, erect and dismantle its own Stand. If the Exhibitor supplies and erects its own Stand it shall ensure that the Stand is erected and ready for use at the Space by the end of the Build Up Period and shall ensure the Stand is dismantled and removed from the Space and Venue by the end of the Break Down Period.

6.3 The Exhibitor shall provide the following information and documentation relating to the Stand (**Stand Information**) to the Organiser: (a) a detailed dimensional sketch; (b) a detailed fitting-out design; (c) if the Exhibitor will be responsible for the supply and construction of the Stand, the contact information of the Representative appointed by the Exhibitor to supply and/or construct the Stand; and (d) the contact information of other Representatives whose services the Exhibitor proposes to use in connection with the occupation of the Space, the supply or construction of the Stand and the maintenance of the Space and Stand during the Exhibition.

6.4 Full details of any Stand shell scheme provided by the Organiser will be detailed in the Exhibitors Manual. Plans for specially built Stands and/or displays (including Stands not constructed from any such shell scheme) or Stands or displays to be supplied by the Exhibitor must be submitted to the Organiser for approval before construction is ordered.

6.5 The Exhibitor's Stand shall be constructed in accordance with the rules and regulations set out in the Exhibition Manual. The Exhibitor shall comply with all instructions of the Organiser and/or its Representatives in respect of the construction of the Stand, including any comments of the Organiser on the Stand Information submitted by the Exhibitor pursuant to clause 6.3. The Organiser reserves the right to refuse to make the allocated Space available to the Exhibitor and/or require the Stand to be removed, dismantled or changed if the Space is not organised or the Stand is not constructed in accordance with the Stand Information, the Exhibitors Manual or the instructions of the Organiser or if the Space or Stand may interfere with the general organisation of the Exhibition, other exhibitors or visitors or fail to comply with any applicable safety regulations.

6.6 The Exhibitor will be given access to the Venue and Space during the Build-Up Period for the purposes of preparing and fitting the Space, constructing the Stand and arranging the Exhibits, which must be completed by the end of the Built-Up Period on the day before the opening of the Exhibition. If these activities are not completed within this timescale, the Organiser reserves the right to cancel the Contract immediately on notice without any liability to the Exhibitor and the Exhibitor shall have no right to be refunded any element of the Fees.

6.7 If the Organiser is responsible for the supply and construction of the Stand, any errors or defects in the Stand must be notified to the Organiser within 1 day of the later of the construction of the Stand or the first day of the Build-Up Period. In the absence of notification, the Exhibitor shall be deemed to have accepted the Stand and that the Stand is in full compliance with its requirements and proposed activities at the Exhibition and the Organiser's obligations to supply and construct.

6.8 If in the opinion of the Organiser the Exhibitor's Stand, Exhibits and/or display extends beyond its allocated space the Organiser may at its sole discretion charge the Exhibitor for the extra space so occupied at the prevailing rate.

6.9 The Exhibitor must not erect its Stand and/or Exhibit in a manner which would in the opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Exhibition or occasion inconvenience to or otherwise affect the display of any other exhibitor.

6.10 Only those items and articles which are, in the Organiser's opinion, within the scope of Exhibition or which the Organiser otherwise deems suitable may be exhibited at the Exhibition. The Organiser has the right to remove from the Stand or Venue at the Exhibitor's risk and expense, any Exhibit, fitting, machinery or other item the Organiser has an objection to or which do not comply with the terms of the Contract, Regulations or the Exhibitors Manual.

6.11 The location of the Space allocated to the Exhibitor shall be provisional and subject to change prior to the Exhibition. No acceptance by the Organiser of the Exhibitor's Booking Form or allocation of the Exhibitor's name to any particular location or stand number will constitute any agreement, warranty or representation by the Organiser that the Exhibitor is entitled to exhibit at the Exhibition in such particular location or stand number. The Organiser reserves the right without being required to give notice to the Exhibitor to alter the position or layout of the Exhibition, features or catering areas including the layout of any Exhibition floor plan or position of the Space or Stand (and the space or stand allocated to other exhibitors) at any time.

6.12 Should any dispute arise as to the Space allocation, the extent of any extra Space deemed by the Organiser to be occupied by the Exhibitor beyond that allocated or as to the Exhibitor's right to display any Exhibits, the decision of the Organiser shall be final and binding.

6.13 The Organiser and any other person either authorised by the Organiser or having an interest in the premises (including the Venue Owner) shall without notice be entitled to access at all reasonable times before during and after the Exhibition the Exhibitor's Space and for this purpose the Organiser or any such person shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Exhibitor.

### 7. Exhibitor's General Obligations

The Exhibitor shall:

7.1 co-operate with the Organiser in all matters relating to the Exhibition and the Exhibitor's participation or attendance at the Exhibition;

7.2 provide the Organiser with such information and materials as the Organiser may reasonably require or request in connection with the Exhibition and the Exhibitor's participation or attendance at the Exhibition, and ensure that such information is true, complete and accurate in all material respects;

7.3 provide the Organiser and Representatives with access to the Exhibitor's Representatives and as reasonably required by the Organiser;

7.4 obtain and maintain all necessary licences, permissions and consents which may be required to enable the Exhibitor to participate at or attend the Exhibition; and

7.5 comply with any additional obligations as set out in the Exhibitors Manual.

### 8 Exhibitors Manual

8.1 After receipt of the Fee and prior to the start of the Exhibition, the Organiser shall provide the Exhibitor with a copy of the Exhibitors Manual.

8.2 The Exhibitors Manual will contain, inter alia, specific rules, regulations and requirements in connection with the Exhibition (including manner and conduct of the Exhibition, the Exhibitor's attendance at the Exhibition, erection of Stands, the provision of associated services and installations and approved contractors and the Venue).

8.3 The Exhibitor shall and shall procure that its Representatives comply with the terms of the Exhibitors Manual.

### 9. Material

9.1 The Exhibitor shall supply the Material required by the Exhibitor for marketing, promotion or other media purposes relating to the Exhibition. The Exhibitor is responsible for creating, obtaining any necessary clearance or permission and supplying the Material to the Exhibitor without the request of the Organiser, prior to the copy date notified to the Exhibitor. Failure to do so may result in existing Material in the possession of the Organiser being used or repeated or the Material being omitted from promotional or marketing material, at the Organiser's sole discretion.

9.2 The Exhibitor grants the Organiser a non-exclusive, royalty free, licence to reproduce, transmit, exhibit, distribute and use (and have reproduced, exhibited, distributed or used) the Exhibitor's name and Material in relation to (whether before, during or after) the Exhibition. The Exhibitor warrants to the Organiser that:

(a) the Exhibitor is the sole author and legal and beneficial owner of the Material and/or that the Exhibitor has all necessary rights, consents and licences required to use, amend edit, adapt and/or publish the Material for the purpose of the Exhibition; and

(b) the Organiser's use, reproduction, distribution or transmission of the Material will not infringe any applicable law or the rights (including intellectual property rights) of any person.

9.3 The Exhibitor shall ensure all Material is true, accurate and correct and is not offensive, abusive, indecent, defamatory, obscene or otherwise inappropriate for use by the Organiser.

9.4 The Organiser will make every effort to avoid errors but will not be liable for any errors in the preparation of marketing material issued in connection with the Exhibition.

9.5 The Organiser will not be liable for any Demand in connection with any Material and other property of the Exhibitor whilst under the Organiser's possession or control. The Organiser reserves the right to destroy, without notice, all Material and/or other property of the Exhibitor which has been in its custody for six months from the date of its last use.

9.6 The Exhibitor will agree the content of any presentations at the Exhibition with the Organiser, within the deadlines determined by the Organiser. The Organiser retains ultimate editorial control over such presentation and the Exhibition.

## WHAT ELSE EVENTS LIMITED EXHIBITION TERMS AND CONDITIONS

### 10. Exhibitor's Representative and Passes

10.1 The Exhibitor must supply to the Organiser the name of at least one person to be its Representatives in connection with the installation, operation and removal of its Exhibits.

10.2 In order to ensure only official access to the Exhibition areas, the Exhibitor and its personnel and contractors will be issued with non-transferable passes. No admission to the Exhibition areas will be allowed unless the pass is presented. The Exhibitor will be required to provide the Organiser at least two weeks before the first day of the Build Up Period with a list detailing the personnel who will be present on the Stand on the day(s) on which each person is likely to be in attendance.

### 11. Duration and Timetable of Exhibition

11.1 The time and dates of the Exhibition, including opening hours, Build Up Period and Break Down Period is or will be as stipulated in the Exhibitors Manual or as otherwise confirmed or notified by the Organiser.

11.2 During the opening hours of the Exhibition, the Exhibitor's staff must adequately man the Stands with the Exhibits fully set up and not covered up. The Exhibitor must be ready and able to conduct business during such opening hours.

11.3 The Exhibitor must maintain its allocation Space, the Stand and the Exhibits in good condition through the period of the Exhibition and ensure the Space, the Stand and the Exhibits are kept tidy and clean at all times. If the Organiser deems it useful or necessary, it can have all cleaning or repair activities performed on the Space allocated to Exhibitor or the Stand at the Exhibitor's expense.

### 12. Removal of Exhibits and Stand

12.1 No Stand or Exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organiser.

12.2 If the Exhibitor acts in breach of clause 12.1, it shall pay the Organiser by way of compensation for the detraction to the Exhibition and Exhibition's appearance and in addition to all sums otherwise payable to the Organiser under these Terms [a sum equal to one third of the total amount of the Fees payable by the Exhibitor for its allocated Space. The Exhibitor acknowledges and accepts that such sum represents reasonable compensation for, and a genuine pre-estimate of, the damages and other losses incurred by the Organiser as a result of the Exhibitor's breach of clause 12.1 and that such sum does not represent a penalty].

12.3 Each Exhibitor shall dismantle and remove all Exhibits, fittings, articles, materials, rubbish and other items and display materials from the Space and Venue by the specified times during the Breakdown Period and in any event no later than the end of the Breakdown Period (including the Stand if the Exhibitor is responsible for dismantling the Stand) (**Exhibitor Property**). If the Exhibitor fails to comply this clause, the Organiser reserves the right to dismantle and remove the Exhibitor Property. The dismantling and removal of Exhibitor Property shall be at the Exhibitor's sole risk and expense and the Organiser shall not be liable for any damage or loss to Exhibitor Property. The Exhibitor will be liable for all dismantling, removal, storage and handling charges resulting from its failure to dismantle and/or remove the Exhibitor Property from its allocated Space and the Venue (whether by the specified times or not) and any charges or penalties imposed on the Organiser by the Venue Owner.

12.4 The Exhibitor must surrender any Stand supplied by or on behalf of the Organiser in its original condition. The Exhibitor shall indemnify the Organiser for any and all Demands caused by the Exhibitor, its Representatives or any visitor, to the Stand, Venue or any other property located at the Venue.

### 13. Exhibition Attendance

13.1 The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason.

13.2 The name of any exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute any warranty, representation or undertaking by the Organiser that any such exhibitor shall attend the Exhibition or attend any particular location or space at the Venue. Any Exhibitor's Booking Form or other application for Space or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other exhibitor at the Exhibition or any other exhibition.

### 14. Exclusion of Personnel

The Organiser reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence, in the opinion of the Organiser, is or is likely to be undesirable and the Organiser may exercise such right notwithstanding that any such person is a Representative of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

### 15. Undesirable Activities

15.1 If it appears to the Organiser that the Exhibitor may be or is engaged in activities which are deemed to be contrary to the best interests of the Exhibition or which appear unethical or to be in breach of any law or the Regulations, the Organiser may without being under any liability to refund or abate any Fees or Charges, immediately cancel any Space allocation which may have been made to the Exhibitor and require it forthwith to vacate the Space allocated to it and refuse the Exhibitor the right to participate further in the Exhibition.

15.2 Canvassing for orders, except by the Exhibitor on its own Stand in the normal course of its business, is strictly prohibited and in any such case the right to expulsion referred to in clause 15.1 above may be exercised by the Exhibitor. The distribution or display by the Exhibitor of printed or other placards, handbills or circulars or other articles except by the Exhibitor on its own display on its Stand is prohibited, except by prior written agreement with the Organiser.

### 16. Fire Precaution

16.1 All materials used for decorating or covering or forming part of the Stands or displays must be of non-flammable material.

16.2 No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Venue or Exhibition by or on behalf of the Exhibitor. No naked flames or smoldering products are allowed within the Exhibition without prior agreement of the fire officer.

16.3 The Exhibitor must comply with all instructions given by the Venue Owner and other relevant authorities to avoid the risk of fire or any other similar risk.

### 17. Compliance with Law and Regulations

The Exhibitor shall abide by and observe all applicable laws and other bye laws, requirements, rules and regulations imposed by any municipal, local or other competent authorities relating to the Exhibition, Venue and the Exhibitor's attendance at the Exhibition and Venue, and all rules and regulations imposed by the Organiser, the Venue Owner or managers of the Venue including without limitation the Regulations.

### 18. Electric, Plumbing, Lighting and Power

18.1 You shall use the service contractors appointed by the Organiser to carry out and/or supply all electrical, plumbing, lighting, power and other service supply, installations and/or connections (**Utility Services**) unless the Organiser otherwise agrees in writing. If the Organiser permits the Exhibitor to use its own service contractors, the Exhibitor shall be responsible for settling all accounts with such service contractor.

18.2 The Fees may include charges for certain Utility Services, as described in, and subject to, the package purchased by the Exhibitor as part of the Booking. All

## WHAT ELSE EVENTS LIMITED EXHIBITION TERMS AND CONDITIONS

packages for Utility Services are subject to a fair usage policy.

18.3 The Exhibitor shall be responsible for settling all charges for additional Utility Services carried out on and/or consumed by the Exhibitor's Stand or display (over and above that included in the package purchased as part of the Booking). If the Organiser considers that, in its absolute discretion, the Exhibitor has consumed Utility Services in excess of fair usage, the Exhibitor shall be liable for all charges in connection with such excess use.

18.4 The Exhibitor shall ensure that all Utility Services (over and above that included in the package purchased as part of the Booking or for which the Exhibitor appoints its own service contractor) on its Stand, Space and/or Exhibits comply with any applicable law and other statutory or local regulations or requirements to which the Exhibition or Venue may be subject including the Regulations. 18.5 Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors or other exhibitors.

### 19. Insurance

19.1 The Exhibitor is responsible for and is obliged to take out, effect and maintain at its own cost and expense appropriate insurance policies to cover all risks, losses and damages that may arise in connection its participation at the Exhibition and all liabilities that may arise under or in connection Contract including:

- (a) all losses or damages of any kind that may be caused by any action, omission, default or negligence by the Exhibitor and/or its Representatives and/or any person under the control or instruction of the Exhibitor and any holders of participant cards and/or passes issued by the Exhibitor (including losses or damages in connection with personal injury, death and damage to or loss of property);
- (b) all loss, damage or theft of any Stands, Exhibits, articles, belongings, items, products, materials, machines and/or goods whilst transported to, stored, use or located at the Venue;
- (c) all liability under clause 22 of these Terms; and
- (d) postponement, abandonment or cancellation of the Exhibition.

19.2 Without prejudice to the generality of clause 19.1, the Exhibitor shall take out and maintain the following insurance policies.

- (a) public liability insurance;
- (b) product liability insurance; and
- (c) employers' liability insurance, (together the "Policies"). The Policies shall be with a reputable insurer and provide a limit of indemnity of not less than [£5million per claim] or such other limit or limits as may be specified by the Organiser from time to time (including any limit or limits specified in the Exhibitors Manual). The Exhibitor shall provide such evidence of the Policies and payment of the relevant premiums as the Organiser may request. The Organiser reserves the right to exclude the Exhibitor from the Exhibition if satisfactory evidence of the Policies is not provided in advance of the Exhibition.

### 20. Termination and Rights of Suspension

20.1 Without limiting its other rights or remedies, the Organiser may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the Exhibitor commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of the Exhibitor being notified in writing to do so;
- (b) the Exhibitor fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified to make such payment;
- (c) any step or action is taken (by the Exhibitor or any third party) in connection with the Exhibitor becoming bankrupt, having a bankruptcy petition issued or bankruptcy order made against him or it, entering administration, liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the Exhibitor suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Exhibitor's financial position deteriorates to such an extent that in the Organiser's opinion the Exhibitor's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

20.2 Without limiting its other rights or remedies, the Organiser may suspend the Exhibitor's right to attend the Exhibition, provision of the Services by the Organiser the under the Contract and/or the performance of the Contract by the Organiser if the Exhibitor becomes subject to any of the events listed in clause 20.1 or the Organiser reasonably believes that the Exhibitor is about to become subject to any of them.

20.3 On termination of the Contract for any reason pursuant to clause 20.1:

- (a) the Exhibitor shall immediately pay to the Organiser all of the Organiser's outstanding unpaid invoices and interest and, in respect of services Supplied but for which no invoice has been submitted, the Organiser shall submit an invoice, which shall be payable by the Exhibitor immediately on receipt;
- (b) the Organiser shall have the right to resell the Space allocated to the Exhibitor under the Contract;
- (c) the termination of the Contract shall be treated as and deemed to be a cancellation of the Contract by the Exhibitor and the Exhibitor shall be liable for cancellation charges pursuant to clause 5 above.
- (d) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (e) clauses which expressly or by implication survive termination shall continue in full force and effect. For the avoidance of doubt, clauses [5],[19],[20],[21],[22],[25],[27] [and 28] shall continue in force after termination of the Contract.

### 21. Limitation and Exclusion of Organiser's Liability

21.1 The following provisions of this 21 set out the entire financial liability of the Organiser (including any liability for the acts or omissions of their Representatives and stand sharers) to the Exhibitor in respect of all Demands arising under or in connection with the Contract and Exhibition (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

21.2 All warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Contract.

21.3 Nothing in the Contract shall limit or exclude the Organiser's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its Representatives;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be limited or excluded by applicable law.

21.4 Subject to clause 21.3, the Organiser shall not be liable to the Exhibitor, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract or Exhibition for (whether direct or indirect):

- (a) loss of profits or revenue;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings or opportunity;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill or reputation;
- (g) additional operational or administrative costs and expenses;
- (h) any other financial or economic loss; or
- (i) any indirect or consequential loss or damage.

21.5 Subject to clause 21.3, the Organiser's total liability to the Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract and Exhibition shall be limited to 100% of the total Fees and Charges paid under the Contract.

21.6 The Organiser shall organise and promote the Exhibition in such manner as it considers appropriate and reserves the right at any time to amend or vary the manner or methods of such organisation and promotion, notwithstanding any previous statements as to strategy, manner or methods of such organisation or promotion. Such statements (including any statements of audience projections or timing of promotion) shall constitute only general indications of the Organiser's promotion and organising strategy and shall not constitute any representation or warranty.

21.7 Notwithstanding the generality of clause 21.6, any information given by the Organiser about the Exhibition will be accurate to the best of the Organiser's knowledge but shall not constitute

any warranty or representation by the Organiser and therefore any mistake or omission will not entitle the Exhibitor to cancel the Contract or the Booking.

21.8 The Organiser will use all reasonable endeavours to ensure that the supply of services provided for and in connection with the Exhibition (further details to be provided in the Exhibitor Manual) but shall not incur any liability to the Exhibitor if any service fails or is not available for any reason. The Exhibitor agrees that the Organiser and all persons, bodies or authorities whose rules or regulations impact upon the Exhibition in any way and those authorised by any of them have the right at

## WHAT ELSE EVENTS LIMITED EXHIBITION TERMS AND CONDITIONS

any time to enter the Venue and execute works, repairs and for other purposes. No compensation will be payable to the Exhibitor for any Demands or inconvenience so caused.

21.9 Subject to clause 21.3, the Organiser and its Representatives shall not be liable for, and the Exhibitor hereby waives all claims against the Organiser or its Representatives for any loss, theft, damage or injury to property suffered by the Exhibitor or its Representatives, nor for any acts by third parties that may prejudice the Exhibitor in the use of its Stand or Space. This exclusion of liability on the part of the Organiser also applies to any and all loss or damage that may occur to the Stand or to any of its parts, to Exhibits or goods/property exhibited or to be exhibited on the Stand or to other goods/property placed on the Stand or goods/property to be placed on the Stand or in the Venue or in associated areas by or on behalf of the Exhibitor or its Representatives. All such Exhibits, property or goods, including their packaging shall be for the account and risk of the Exhibitor. The Organiser accepts no responsibility for insuring such Exhibits, property or goods. 21.10 The Organiser and its Representatives shall not be liable for any losses or damages of any kind that occur as a result of or in connection with the malfunction or inadequate functioning of the technical installations of the Venue or from any other defects of the Venue or the associated areas or any malfunction or inadequate function of the Utility Services (as defined in clause 18).

21.11 All Exhibits, good, property, fittings, articles and all other items brought into the Exhibition by the Exhibitor or its Representatives or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible for any loss or damage to such Exhibits, good, property, fittings, articles and items however caused.

21.12 If any third party makes a claim against the Exhibitor for personal injury or damage to property occurring at the Venue during the period of the Exhibition, and such claim relates to the negligence or default of the Organiser or its Representatives, the Exhibitor shall: (a) make no admission and take no action in respect of such claims unless with the Organiser's consent; (b) provide the Organiser with the right to control the defence and settlement of such claims together with providing all reasonable co-operation, information and assistance with such defence or settlement as requested by the Organiser; and (c) if applicable, inform the police as soon as possible and obtaining a crime reference number in the event of a suspected crime occurring.

### 22. Exhibitor's liability for loss and damage and Indemnity

22.1 The Exhibitor is responsible for all Demands for personal injury and loss of or damage to property including, but not limited to, damage to the Venue (including fixtures and fittings), loss or damage to other exhibitors or Exhibition visitors' property caused by or arising from the erection and dismantling of the Exhibitor's Stand (where the Exhibitor is responsible for the erection and dismantling of the Stand) and anything permitted, omitted or done thereon or therefrom or at the Venue during the period of the Exhibition or the Build-Up Period and Breakdown Period, caused directly or indirectly by the Exhibitor or any of its Representatives or any stand share, licensee or invitee of the Exhibitor or the act, omission, default or neglect of the Exhibitor or by any such person or by any Exhibit machinery or other article, good, property or item belonging to, or in the possession of, or used by, the Exhibitor or any such person. The Exhibitor will indemnify the Organiser in respect of each and Demand (including legal costs and disbursements) suffered or incurred by the Organiser, in respect thereof.

22.2 Without prejudice to the generality of clause 22.1, the Exhibitor shall fully and effectually indemnify and keep indemnified the Organiser against all and any Demands whatsoever made against or incurred or suffered by the Organiser or its Representatives, directly or indirectly, as a result of, relating to, arising from or in connection with:

- (a) any breach by the Exhibitor of the terms of the Contract;
- (b) the participation in the Exhibition of the Exhibitor and/or its Representatives, including any act, omission, negligence or default of the Exhibitor or its Representatives in connection with the Exhibition;
- (c) any claim made by a Representative appointed by the Organiser as a result of a failure on the part of the Exhibitor or its Representatives to perform in any way any contract entered into by the Exhibitor or its Representatives with such Representative appointed by the Organiser;
- (d) any claim that the Organiser's use of property, materials or content provided by the Exhibitor or its Representatives (including Materials) infringes the rights (including intellectual property rights) of any person;
- (e) any liability to or claim by a third party (including the Representatives or invitees of the Exhibitor) arising from any default or negligence of the Exhibitor or its Representatives or any breach of the terms of the Contract by the Exhibitor or its Representatives;
- (f) any injury loss or damage arising in connection with the erection, use and dismantling of the Stand (where the Exhibitor is responsible for the erection and dismantling of the Stand) and anything done on or from the Stand caused directly or indirectly by the Exhibitor or its Representatives or invitee of the Exhibitor or visitor to the Stand or by any Exhibit, fittings, good, property machinery or other item belonging to or introduced by the Exhibitor, its Representatives or any such person; and/or
- (g) any loss or damage to the Venue or property owned by a third party which is located, stored or present at the Venue caused, directly or indirectly, by any act, omission, negligence or default of the Exhibitor or its Representatives or any invitee or visitor of the Exhibitor.

### 23. Cancellations or Change of Location or Date of Exhibition

23.1 Without prejudice to the generality of clause 21, if by reason of **force majeure**, the Exhibition or any part thereof is prevented from being held in a particular location or on a particular date (by way of example only, where the Venue becomes unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser), the Organiser shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Exhibition or reduce the planned period of preparation, display and/or dismantling of the Exhibition.

23.2 If clause 23.1 applies, it is acknowledged and agreed by the parties that the Organiser shall have no liability to the Exhibitor whatsoever in connection with such cancellation, relocation or change, including any liability to refund any Fees or to make payment or reimbursement of any Demand suffered or incurred by the Exhibitor or to make payment of any other compensation, damage or loss suffered or incurred by the Exhibitor as a result of or in connection with such cancellation, relocation or change.

23.3 Notwithstanding clause 23.2, if clause 23.1 applies, the Organiser reserves the right to refund Fees to the Exhibitor and other exhibitors. Any refund of Fees to the Exhibitor and other exhibitors shall be at the absolute discretion of the Organiser, as a gesture of goodwill only, without being under any obligation (contractual or otherwise) to pay any such refund. Any refund of Fees, if given, shall be a pro rata share of the total amount of all fees received by the Organiser from all exhibitors due at the Exhibition as the Organiser, in its absolute discretion, determines as being reasonable after deducting:

- (a) all costs, expenses and liabilities paid or incurred by the Organiser in connection with the Exhibition;
- (b) a reserve for future Demands in connection with the Exhibition; and
- (c) such amount as constitutes reasonable compensation for the Organiser for services performed to date, (together the "**Exhibition Costs**"). The Organiser, in its absolute and sole discretion, has the right to determine the Exhibition Costs and the Exhibitor shall not be entitled to review or audit any of the Organiser's financial records. In no case shall the amount of any refund to the Exhibitor exceed the amount of Fees paid by the Exhibitor.

23.4 Any change determined by the Organiser of the location of the Exhibition within a range of 50 km of the original location shall not give the Exhibitor any right of cancellation of its participation at the Exhibition. If such change of the location is more than 50 km of the original location, the Exhibitor shall be entitled to cancel its participation at the Exhibition within 10 Business Days following the date of notification by the Organiser of the change. If the Exhibitor fails to notify the Organiser within this period, the Exhibitor shall be deemed to have accepted the change of location of the Exhibition.

23.5 Any change determined by the Organiser of the date of the Exhibition within a 30 day period before or after the original date of the Exhibition shall not give the Exhibitor any right of cancellation of its participation at the Exhibition. If such change of the date is a date longer than a 30-day period before or after the original date, the Exhibitor shall be entitled to cancel its participation at the Exhibition within 10 Business Days following the date of notification by the Organiser of the change. If the Exhibitor fails to notify the Organiser within this period, the Exhibitor shall be deemed to have accepted the change of date of the Exhibition.

23.6 If the Organiser decides not to organise the Exhibition (or any part thereof) for any reason whatsoever (including commercial reasons), and such decision is not connected or due to a force majeure reason, the Exhibitor shall only be entitled to a refund of the Fees paid to the Organiser, it being acknowledged and agreed that the Organiser shall have no further liability to the Exhibitor and the Exhibitor is not entitled to claim for any other Demand against the Organiser and that the refund of such Fees shall be the Exhibitor's sole and exclusive remedy for such cancellation of the Exhibition.

### 24. Force Majeure

24.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from **force majeure** i.e. events, circumstances or causes beyond its reasonable control.

24.2 Without prejudice of the generality of clause 24.1, and for the avoidance of doubt, in the case of **force majeure** affecting the Exhibitor's ability to perform the Contract, the Organiser shall be entitled to suspend the performance of the Contract with the Exhibitor for the duration of the **force majeure** or to terminate the Contract completely or partially at any time [during the period of the **force majeure**] with immediate effect, it being understood that the Organiser shall not be under any obligation to compensate the Exhibitor in connection with such suspension or termination. 24.3 If the Exhibition is cancelled, delayed or shortened by an unforeseen event or by **force majeure**, the Organiser shall under no circumstances be held liable, it being acknowledged and agreed by the parties that the Organiser shall have no

## WHAT ELSE EVENTS LIMITED EXHIBITION TERMS AND CONDITIONS

liability to the Exhibitor whatsoever in connection with such cancellation, delay or interruption of the Exhibition, including any liability to refund any Fees or to make payment or reimbursement of any Demand suffered or incurred by the Exhibitor or make payment of any other compensation, damage or loss suffered by the Exhibitor, as a result of or in connection with such cancellation, delay or interruption of the Exhibition. In this regard, the Exhibition shall be held exclusively at the risk of the Exhibitor and other exhibitors. Provided that, in the absolute discretion of the Organiser, the Organiser may, as a gesture of goodwill only, and without being under any obligation (contractual or otherwise) and without departing from the above principles, repay a proportion of the Fees to the Exhibitor on the same basis as determined in accordance with clause 23.3 above.

24.4 **Force majeure** shall include the following events, circumstances or causes: act of God, fire, war, natural disasters, riots, acts of terrorism, government action, order or regulation, legal enactment, industrial action, trade dispute, any decisions or actions concerning the Venue taken by the Venue Owner or other event, circumstance or cause that renders the occupation of the Stand or the organisation of the Exhibition significantly more difficult and/or impossible. The above examples of force majeure are not an exhaustive list, but examples only.

### 25. Confidentiality and Data

25.1 Each party undertakes that it shall not [at any time **OR** at any time during the Contract, and for a period of [five] years after termination of the Contract,] disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 25.2.

25.2 Each party may disclose the other party's confidential information:

(a) to its Representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its Representatives and advisers to whom it discloses the other party's confidential information comply with this clause 25 and shall be liable for any breach of this clause 25 caused by such Representatives or advisers; or

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

25.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

25.4 The Exhibitor acknowledges and agrees that data submitted by it in connection with a Booking may be used for the purposes of updating the Exhibitor's details on the Organiser's databases and of compiling statistical information.

### 26 Notices

26.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

26.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 24.1; if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by or email, one Business Day after transmission.

26.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 27 Use of online services and products

27.1 If the Organiser has well-founded reasons to believe that the Exhibitor is engaging in unlawful or harmful activities via the Organiser's online services and products (for example, via e-mail or via direct requests for offers or in the online fair guide), or, in general, is using the Organiser's online services and products in an unauthorised manner (for example, infringement of the intellectual rights of third parties or unlawful commercial practices), the Organiser is entitled to take all measures that it deems appropriate in order to terminate this unauthorised use of the online services and products, including in particular the immediate termination or withdrawal of the access to the online content of the Exhibitor and/or the suspension of the Exhibitor's access to the Organiser's online services and products, without the Exhibitor being entitled to a compensation, even if the content ultimately appears not to be unlawful or harmful.

27.2 Provision of the Organiser's online services and products can be interrupted in the event of force majeure, as a result of events that are beyond the Organiser's control, for maintenance reasons or in case of a defect. The interruptions do not give the Exhibitor any right to compensation. The Organiser shall use all reasonable endeavours to inform the Exhibitor, within reasonable periods, of the interruptions and to limit the duration of such interruptions as much as reasonably possible.

27.3 The Organiser may suspend or terminate the provision of the online services and products if ordered to do so by an governmental, regulatory, administrative or judicial authority. In that event the Exhibitor has no right to compensation.

27.4 In any case of suspension or discontinuation of the online services and products or termination or withdrawal of the access to the online content of the Exhibitor, the Exhibitor will remain liable for the costs associated with the online services and products ordered by it prior to such suspension or discontinuation.

27.5 Suspension or discontinuation of the online services and products or abolition of the access to the online content of the Exhibitor does not give the Exhibitor any right to suspend or terminate his obligations vis-à-vis the Organiser.

### 28 General

28.1 **Assignment.** The Exhibitor shall not, without the prior written consent of the Organiser, assign, transfer, subcontract or otherwise deal in any manner with any rights or obligations of the Exhibitor under the Contract. The Organiser may at any time (without notice to or consent from the Exhibitor) assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

28.2 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

28.3 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

28.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

28.5 **Third Party Rights.** No one other than a party or permitted assignee to the Contract shall have any right to enforce any of its terms (whether pursuant to the Contract (Rights of Third parties) Act 1999 or otherwise).

28.6 **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

28.7 **Governing Law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

28.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.