

## **1. DEFINITIONS:**

In these Summary Terms & Conditions the term 'Exhibitor' means any person, firm or company who has made an application for and who has been granted stand space at the exhibition. The term 'Exhibition' means the event detailed on the Booking Form. The term 'Organiser' means Flaut Events or their lawful assigns.

## **2. ALLOCATION OF STAND SPACE:**

Upon receipt of the contractual Booking Form from the Exhibitor, the Organiser will confirm the allocation of the appropriate stand space by the issuing of a confirmation invoice. The actual allocation of stand will not be notified until the week before the Event.

## **3. EXHIBITS:**

The Exhibitor must not display sub-let or give freely any exhibits or merchandise in addition to or in place of those described on the Booking Form, without permission of the Organiser. Only products relating to the Exhibitor's business can be displayed or distributed from the stand space.

## **4. CANCELLATION OF STAND SPACE:**

(1) If the Exhibitor wishes to cancel the stand space booking after acceptance by the Organiser, or alternatively the Exhibitor fails to meet any of the payment obligations (whether as to the amounts or the dates of payment – see Clause 10 below) detailed on the Booking Form and/or invoice, then the Organiser reserves the right (without being obliged to do so and without prejudice to any other right or remedy available to the Organiser) to apply the following cancellation/termination charge and to resell or reallocate such stand space:

### ***Cancellation/termination occurring:***

**(a) 8 months Prior to Event cancellation charge of 25% of total cost .**

**(b) 5 Months prior to Event, cancellation charge of 60% of total cost .**

**(c) 3 months prior and up to the date of event, cancellation charge of 100% of total cost.**

(2) If the Exhibitor wishes to cancel the stand space booking then Please put in writing and send by post to the organiser.

(3) The Organiser may resell or reallocate the cancelled stand space but shall be under no obligation to reimburse any part of the cancellation charge.

## **5. LOCATION OF STAND SPACE:**

It is the Organisers sole discretion on location of each Exhibitors stand. No compensation will be given or entered into for desire of a different location.

## **6. BANKRUPTCY OR LIQUIDATION OF EXHIBITOR:**

If an Exhibitor being an individual or business becomes bankrupt, is issued with a receiving order or makes a creditors arrangement, or in the case of a Limited company goes into liquidation or has a receiver appointed, the contract with the Exhibitor shall be terminated and the Cancellation terms and charges detailed in Clause 4 above shall be applied.

## **8. SET UP AND CLOSE DOWN:**

The Exhibitor must stick to the set-up and close-down times stipulated in the exhibition instructions. If an Exhibitor fails to remove all their property / waste material from the venue by the end of the contracted close down time, these items will be removed and the Exhibitor will be solely liable for all costs incurred in such removal, storage and/or disposal. Neither the Organiser, the venue nor any of the show contractors will be liable for any damage to such property or any loss incurred by the Exhibitor in these circumstances.

## **9. PROHIBITION OF TRANSFER:**

The Exhibitor must not assign, sub-let nor grant licences in respect of the whole or any part of the stand space allocated to them without the prior written permission of the Organiser.

## **10. PAYMENT OF STAND SPACE:**

A non-refundable deposit as specified on the Booking Form overleaf, representing a minimum 25% of the cost of the stand space must be provided by the Exhibitor at the date of booking, unless agreed otherwise with the Organiser. The second instalment of 35% is due 6 months prior to the date of the exhibition and the final 40% balance of the stand space is payable no later than 2 months prior to the date of the Exhibition. Alternatively, the Exhibitor can make payment by monthly standing order for the stand space, subject to a schedule agreed with the Organiser. If payments are not made by the Exhibitor in accordance with the agreed schedule, then the Organiser reserves the right to apply the scale of cancellation/termination charges to the total cost as detailed in Section 4 above. The Organiser may resell or reallocate the stand space but shall be under no obligation to reimburse any part of the cancellation /termination charge. The Exhibitor shall however remain fully liable for any amount outstanding on this booking.

## **11. PROMOTION AND PRESENTATION:**

The Organiser shall have sole discretion as to organising and promoting the Exhibition in such manner as considered appropriate and reserves

the right to amend or vary the manner or methods of such organisation and promotion without explanation or liability. Any statements made by or on behalf of the Organiser as to attendance projections or methods or timing of promotional activities shall constitute only general indications of the Organiser's 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, relocation or limitation of the Exhibition, any restriction on the use of the premises or any part thereof, or any failure of the services provided therein, the Exhibitor or his agents or contractors shall have no claim whatsoever against the Organiser in respect of any resulting loss or damage and the Exhibitor's liabilities to the Organiser shall not in anyway be affected.

(2) The Organiser accepts 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 liability the generality of the following:

(a) Strike, lock-out, labour disturbance or restriction;

(b) Failure by the Exhibitor, his agents or contractors to give instructions or supply the necessary stand plans in due time.

## **13. EXHIBITOR & CONSEQUENTIAL LIABILITY:**

(1) The Exhibitor hereby accepts total liability for all acts or omissions of himself, his business, directors, employees, servants, contractors, agents and visitors, and undertakes to indemnify the Organiser against any and all liability in respect thereof and against any and all actions, legal suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against the Organiser or incurred or become payable, which arise there from or in respect thereof. This includes any and all claims arising from death, personal injury and the supply by the Exhibitor of merchandise or samples of any kind whether such items be sold or complimentary, plus any and all legal costs, compensation, disbursements and expenses should these be paid by the Organiser on the advice of Counsel to compromise or settle any such claims.

(2) Neither the Organiser, venue owner, shell scheme contractor nor any of their employees shall be responsible for the safety of any exhibit or property of any Exhibitor or any other person, or for the loss or damage of or destruction to the same by theft, fire or any other cause whatsoever, or for any and all loss or damage incurred or sustained by the Exhibitor by reason of any defect in the venue building or structure caused by fire, storm, tempest, lightning, national emergency, war, terrorism, labour dispute, strike or lock-out, civil disturbance, explosion, accident, force majeure, or any other cause not within the control of the Organiser, whether foreseeable or not, or for any consequential or financial loss or damage caused by reason of any such event happening or the building becomes wholly or partially unavailable for the Exhibition.

## **14. EXHIBITOR INSURANCE:**

The Exhibitor is required to take out appropriate third party public liability insurance for a minimum of £1,000,000 with a reputable insurance company and to produce a copy of such insurance policy to the Organiser if so requested.

The Exhibitor is also advised to insure against cancellation, abandonment, postponement, the full replacement value of the contents of their stand space, all associated ancillary equipment and materials, and all other contingencies including those detailed in these Summary Terms & Conditions.