

# TERMS AND CONDITIONS FOR EXHIBITING AT LOGISTICS LINK NORTH

## DEFINITIONS

In these Terms and Conditions :

- 'The Exhibition' means Logistics Link North.
- 'We' and 'Us' means Logistics Manager Magazine who are the sponsors and organiser of the Exhibition.
- 'You' and the 'Exhibitor' means any company, person or organisation, and the staff or agents of any such company, person or organisation contracting with Us to take Space.
- 'The Exhibition Premises' means Doncaster Racecourse and Exhibition Centre.
- 'Space' means the area in the Exhibition Premises allocated to You for the Exhibition and where You have agreed to take a shell stand module includes the stand as erected.
- 'Space Booking Request Form' means the form which We provide and You complete with your requirements for Space and requesting Us to allocate Space to You at the Exhibition.
- 'The Hall Owners' means Doncaster Racecourse and Exhibition Centre.
- 'Deposit' means the deposit You must pay on receipt of a written confirmation of space allocation.
- 'Rent' means the cost which You have agreed to pay for the Space allocated to You.

## 1. SPACE

Space is let to you on these terms and conditions only. We will not be bound by any other terms and conditions contained or referred to in any order from you or in correspondence or other documents. We reserve the right to accept or reject any application for Space.

2. The Deposit of 10 percent is payable when We send to You written confirmation that Space has been allocated. An invoice for 40 percent will be invoiced 1st April 2004 for payment by 30th April 2004 and the remaining balance of 50 percent is due on or before 31st July 2004. If you do not pay the Deposit or Rent when due we may:

- 2.1 Terminate the Agreement under section 4 below.
- 2.2 Prevent you from occupying the Space allocated to you.
- 2.3 Charge you an additional £100 to cover our administration costs.

## 3. TERMINATION AND CANCELLATION BY YOU

- 3.1 If You should cancel, reduce or withdraw your application for Space after We have allocated it to You, You will remain liable for payment of the full amount of Rent.
- 3.2 If You cancel and we reallocate all or part of Your Space You will be liable for the full Rent of the original Space less any space that we may be able to reallocate.

## 4. TERMINATION BY US

- 4.1 We will be entitled to terminate the Agreement summarily if You :

- 4.1.1 Fail to pay Rent when due.
- 4.1.2 Are in material breach of any other term of this Agreement and fail to remedy same within any period notified by Us.
- 4.1.3 Being an individual or partnership the individual or any of the partners become insolvent or commits any act of bankruptcy or makes any arrangement or composition with creditors.
- 4.1.4 Being a corporation become insolvent or enter into liquidation other than for the purpose of a bona fide reconstruction or amalgamation or enter into administration or administrative receivership.
- 4.1.5 Or any of your officers or principals are convicted of any criminal offence involving dishonesty.

- 4.2 If We exercise our right under this section 4 You will be liable to pay all Rent remaining unpaid and any Deposit paid will be forfeit. In addition You will incur a fee of £100 to cover our administration costs.

- 4.3 If We exercise our right to terminate during the Exhibition You must comply with all instructions We give to You as to occupation or leaving your Space and You will pay to us all loss and expense which We incur as a result of such termination.

## 5. EXHIBITION LAYOUT AND VENUE

We expressly reserve the right to alter the layout of the Exhibition in any respect and at any time. Should We find it necessary to rearrange the Exhibition or transfer it to another venue, We shall be entitled to allot alternative stands to Exhibitors as We may determine without being liable for any loss You thereby suffer and You will not be entitled to withdraw from your contract. The Provisions of the Law Reform (Frustrated Contracts) Act 1943 shall not apply to the Contract or any part thereof.

## 6. OCCUPATION OF SPACE

Space may only be occupied by the Exhibitor to whom it has been allotted and by their accredited agents as notified to and approved by Us. You must occupy the Space allotted to You on the Exhibition Date. Should You fail to display, We reserve the right to deal with the Space as We shall think fit. You must ensure that your Space is adequately staffed during the opening hours of the Exhibition.

## 7. INSTALLATION AND DISMANTLING

- 7.1 We will give you reasonable notice of the build-up and breakdown timetable. You must arrange delivery installation or arrangement of your Space or Exhibits during the dates and times referred to in the timetable. We reserve the right to vary those dates and times but will try to give you reasonable notice of such variation. In no circumstances will We be liable for any loss or expense which may occur as a result.

- 7.2 You must ensure that the arrangement of Exhibits on your Space will be fully completed on or before 8 a.m. on the day the Exhibition commences.

- 7.3 Breakdown of your Space and removal of Exhibits may not be commenced until after the Exhibition closes. You must ensure the complete breakdown and removal of all Exhibits by 9 p.m. on the day that the Exhibition closes. In the event that You fail to comply with this condition a charge will be incurred for each hour that the Space remains unclear and unclean after the final exit time. In the event that You fail to carry out such work We may arrange for it to be supplied thereafter and will invoice You with the costs which We incur as a result of your failure to comply.

- 7.4 You must arrange and pay for the conveyance of goods to and from your Space in the Exhibition Hall and for their installation and subsequent removal and disposal. Any property remaining after the end of the dismantling period may be removed and sold or otherwise disposed of by Us at your expense.

## 8. SHELL SCHEME STANDS

- 8.1 Shell scheme stands to a height of 2.4m will be erected by the contractor appointed by Us. No structural alterations to a shell scheme stand can be allowed.

- 8.2 Any electrical work required must be carried out at your risk and expense by the official contractor nominated by Us and no other person. For your convenience we will provide an order form for any such work but You will contract directly with such contractor and We accept no responsibility for any failure on the part of the contractor to carry out any work satisfactorily or at all.

- 8.3 Any additional work which You may require in the nature of interior decoration and fitting out may be carried out by a contractor of your choice and at your risk and expense.

- 8.4 No display material may be attached to the shell scheme panels except by the approved fixing material and methods. Any damage to shell scheme panels will be charged to You at the replacement cost.

- 8.5 Wording on the fascia panel(s) of a shell scheme is restricted to the occupying Exhibitor's name and stand number only in the style specified by Us.

## 9. GENERAL STAND REQUIREMENTS

- 9.1 You must comply with the requirements of the Hall Owners as to admission to the car park and for loading and unloading vehicles and also as regards their terms and conditions and such additional rules and regulations as may be notified from time to time. A copy of the Hall Owners Standard Terms and Conditions will be provided on request.

- 9.2 No part of any Stand may overhang any gangway or exceed the allotted boundaries of a Stand Space. You must not display goods so that, in our opinion, they obstruct light or impede the view along open spaces or gangways or inconvenience other Exhibitors.

- 9.3 Whilst every care is taken to ensure that Spaces are of the dimensions stated at the time of accepting your application for space, We shall not be liable for any variation that may occur. You and/or your contractors are responsible for checking the accuracy of the marking out of your allotted Space.
  - 9.4 No petrol spirit or other liquid vapour is to be brought into the Exhibition Premises unless previously approved, in writing, by Us.
  - 9.5 All materials used for building, decoration, draping or covering stands must be non-inflammable or made non-inflammable by impregnation with fire-proofing solution in such a way as to comply with the requirements of the Hall Owners.
  - 9.6 All stands shall be kept in a clean and tidy condition and free from rubbish.
  - 9.7 We may require You at our discretion to remove from your Space or Stand any material or exhibits which We consider to be indecent dangerous or unsuitable to be exhibited or which causes or may cause a nuisance or offence to other Exhibitors or visitors to the Exhibition.
  - 9.8 You will comply with all applicable laws relating to the marketing, advertising sale and supply of goods and/or services promoted by You at the Exhibition.
  - 9.9 No video recording or cinematograph showing any part of the Exhibition Premises may be done without the prior consent of the Hall Owners.
10. EXHIBITION PREMISES
- You agree to be responsible for any damage You or your staff or contractors cause to the fabric of the building, curtains, carpets, decorations, fixtures and fittings and property belonging to the Hall Owners and you will indemnify Us in respect of all claims for loss or damage relating thereto. Any damage shall be made good at Your expense to the entire satisfaction of the Hall Owners and ourselves. You may not without the express consent of the Hall Owners attach to the floors, walls, furniture or any other property of the Hall Owners any nails screws hooks tape or other fittings or fittings of any kind. All goods delivered to the Exhibition Premises must be accompanied by or received by your representative.
11. CATERING
- All items for consumption on the premises must be obtained from the Landlord of the Exhibition Premises. You will not allow or suffer to be done anything which shall be a nuisance or infringement of any of the licensing laws or suffer to allow any betting or gambling to take place on the Exhibition Premises.
12. CONDUCT OF EXHIBITORS
- Exhibitors and their staff must carry on business and conduct themselves in a manner not objectionable to other Exhibitors, visitors or Us. In the event that this regulation is not observed, We may terminate Your licence to occupy Space forthwith.
13. INSURANCE
- 13.1 You must effect adequate insurance cover in respect of:
- 13.1.1 Loss or damage to your exhibits and other property of yourselves your personnel agents visitors or contractors which may be in or about the Exhibition.
  - 13.1.2 Death or personal injury to any person at the Exhibition.
  - 13.1.3 Your legal liabilities to your employees arising out of or in connection with your participation at the Exhibition.
  - 13.1.4 Your contractual liabilities or liability in tort or negligence.
- 13.2 Such Insurance must be effected with an insurer of repute and the public liability and employer's liability cover must in each case be in a sum of not less than £1 million sterling. You will whenever required produce to Us copies of the insurance policy or policies and receipts evidencing payments of premiums due.
14. RULE CHANGES
- We reserve the right to alter or add to these terms and conditions (either generally or in relation to any one or more Exhibitor) if in our discretion such alterations or additions are necessary or desirable in the interests of the Exhibition or of Exhibitors and/or visitors.
15. ABANDONMENT AND FORCE MAJEURE
- 15.1 We will not be liable to You or be deemed in breach of this Agreement in the event that due to matters outside our control the Exhibition is abandoned postponed or limited in its use or extent or if there is a change of venue or any third party intervenes and prevents or restricts access to the Exhibition or any part of it.
- 15.2 We will not be liable to You or be deemed to be in breach of the Agreement by reason of the failure or curtailment of any supplies services or facilities afforded to You for the purposes of the Exhibition or our otherwise being unable to perform any of our obligations under the Agreement due to fire explosion riot theft strike lockout actual or threat of terrorist activity disease epidemic flood or any other circumstance beyond our reasonable control or by reason of non-attendance or reduced attendance by visitors at the Exhibition.
16. LIABILITY
- 16.1 We shall not be liable whether in contract tort or otherwise for any loss or damage caused other than as a result of our negligence or wilful misconduct.
- 16.2 We shall not be liable in any event for indirect incidental special or consequential loss or damage, loss of profit, revenue or goodwill or anticipated savings on your part or of any other party howsoever caused whether or not any such loss or damage was or should have been in our contemplation at the relevant time.
- 16.3 In any event our liability to You whether in connection with this agreement or in tort (including negligence) arising from statute or otherwise shall not exceed the amount of the Rent paid or payable by You or (if less) the value of any goods or property lost or damaged.
- 16.4 The limitations set out in this clause shall not apply to death or personal injury caused by our negligence or arising from our wilful misconduct or default.
17. OUR RIGHTS OF LIEN AND SALE
- If You fail to pay any sum to us under the Agreement We have the right to exercise a general and/or particular lien on all or any Exhibit or other property or documents belonging to You or in your care custody or control until such time as all sums due are paid. If We exercise such lien We will be entitled to sell your Exhibits and/or other property and for that purpose You hereby irrevocably appoint us your agent for sale.
18. TRADE MARKS
- Nothing in the Agreement will give You any right to use any trade mark whether registered or unregistered which We or any Exhibitor may own or use in relation to the Exhibition.
19. APPLICABLE LAW AND DISPUTE RESOLUTION
- 19.1 This Agreement shall be governed by and construed in accordance with English Law.
- In the event that any dispute shall arise between You and Us which cannot be resolved by discussion between senior executives of both our organisations it shall be referred for determination by a single arbitrator to be agreed upon by the parties or in default of agreement nominated by the President for the time being of the Institute of Arbitrators in accordance with the provisions of the Arbitration Act 1996 (as amended or re-enacted from time to time).
20. INTERPRETATION AND NOTICES
- 20.1 These terms and conditions together with the Booking Space Request Form and the written confirmation of space allocation sent by Us to You set out the entire agreement between Us and You and You acknowledge that You have not relied on any oral or written representation made by Us or any of our employees agents or representatives.
- 20.2 All the paragraphs and clauses of this Agreement are distinct and severable. If any is held illegal or void but would be valid if any part thereof were deleted or if any restrictions were reduced the said restrictions would apply with such modification as may be necessary to make them valid and effective.
- 20.3 Any amendment to the Agreement binds You and Us only if in writing and signed by a director or duly authorised executive.
- 20.4 Any notice to be given under this Agreement by either of us to the other will be deemed to have been duly given if sent by hand or by recorded delivery post or by facsimile (with confirmation of connection) to our respective address or facsimile number set out on the Space Booking Request Form or such other address as either of us may designate by written notice to the other.