

IER Product Show 2012 *Terms & Conditions*

1 In these Terms and Conditions, the term 'Exhibitor' includes all employees or agents of such, and the term 'Exhibition' shall be deemed to mean IER Product Show 2012.

2 DURATION OF THE EXHIBITION. The Exhibition will be open Thursday 21st June 2012.

3 CHARGES FOR SPACE. The charges for space are as printed.

4 PAYMENT FOR SPACE. An initial payment of 50% of the value of the space applied for is due with the signed contract within 30 days of the contract date. A balance payment of 50% of the value of the space applied for shall be due on 30th April 2012. All amounts booked after 30th April 2012 shall be payable immediately, and in all cases must be paid in full 14 days before the show. Stands may be resold if the signed contract is not returned within four weeks of date shown. No stand shall be allowed to open at the exhibition where there are any unpaid amounts in respect of that stand. Where deposits on space are not paid when due, any previous deposit may be forfeited and the space re-allotted if the Organisers so decide, and any loss incurred by the Organisers by reason of such non-payment of the balance of the space rental must be paid by the Exhibitor.

5 LICENSOR AND LICENSEE. On official acceptance by the Organisers of an application for space, this contract shall arise between the Organisers and the Exhibitor, in these Terms and Conditions which may be subject to variation. In case of non-payment of any sum payable by the Exhibitor to the Organisers, or of the breach, or non-observance, by the Exhibitor, of any of the terms of this contract, or any conditions, rules or regulations to be performed or observed by him, the Organisers shall have full rights to revoke his contract and re-enter upon the allotted space, and may remove and exclude the Exhibitor, and all other persons without prejudice to the right of the Organisers to recover all monies payable by the Exhibitor hereunder and all other claims against him and damages sustained by the Organisers.

6 SPACE NOT OCCUPIED. Every Exhibitor shall occupy the space allotted to them by 10.00 am on 21st June 2012. In case of default, from any cause whatever, the Exhibitor shall pay to the Organisers a further sum in liquidated damages equal to the total charge for the space and the Organisers shall have the right to re-let or otherwise deal with this space. The Organisers will have the right to fill the stand with other exhibits or notify by a placard that the stand is reserved for the Exhibitors to whom it was allotted.

7 BANKRUPTCY. In the event of an Exhibitor, or intending Exhibitor, committing an act of bankruptcy, or being adjudicated bankrupt, or, if a limited company, being wound up, except for the purpose of capital reorganisation, the contract with him shall be determined, his allotment cancelled and all money paid by him under such contract shall be retained by the Organisers.

8 PROHIBITION OF TRANSFER. Exhibitors may not assign, sublet, or grant licences, in respect of the whole, or any part, of the space allotted to them, nor may advertisements of firms who are not bona fide Exhibitors be exhibited on or distributed from any stand.

9 BUILDING AND DISMANTLING OF EXHIBITION. The Organisers will provide each Exhibitor with a schedule for the building and dismantling of the Exhibition.

10 DELIVERY AND REMOVAL OF EXHIBITS AND FITTINGS. The Organisers will advise Exhibitors of the dates and times previous to the opening when exhibits and other properties can be received at The Forestry Of Arden Hotel, Meriden. All goods must be brought in and taken out by the entrances and exits specified by the Organisers.

All goods delivered to the Exhibition must be accompanied by, or received by, a representative of the Exhibitor, and cases must be unpacked on arrival. All labour for receiving, unpacking and placing in position, and removals must be provided for by the Exhibitor but in default, the Organisers may, at the Exhibitor's expense and risk, do whatever they may consider necessary in the interests of the Exhibition.

Goods may not be delivered to, nor removed from the Exhibition during the hours it is open to visitors, except with the written permission of the Organisers.

11 EMPTY PACKING AND CASES. Empty cases and packing may not be stored on stands.

12 OBSTRUCTION OF GANGWAYS AND OPEN SPACES. No Exhibitor shall at any time obstruct, or allow to be obstructed, by his goods, or in any other manner, gangways or open spaces, and no signs or projection may be hung or projected over, the gangways or open spaces. If the Organisers notify any Exhibitor that obstruction has been caused by his property, he shall immediately remove the property in question, or on his default to do so, the Organisers may, at the expense of the Exhibitor, take such steps as they may consider necessary.

13 FLOORS AND STRUCTURE OF THE EXHIBITION BUILDING. Exhibitors wishing make fixings to the floor or in any way altering the structure of the Exhibition Building, must first obtain written permission from the Organisers and will be held responsible and must pay for such work. The Organisers reserve the right to nominate the Contractor to undertake such work. All damage caused by their acts or negligence, to whomsoever or whatsoever the same shall be caused, or expense which may be incurred for temporary structural alterations of the Exhibition Building to admit bulky exhibits is the responsibility of the Exhibitor.

14 LIGHTING AND/OR POWER ON STANDS. Exhibitors must provide, at their own expense, all necessary electrical apparatus and connections in accordance with Regulations to be issued separately by the Organisers and to pay for the electrical current consumed on such apparatus. Exhibitors are deemed to have notice of such Regulations and to be bound thereby. Such apparatus and connections will only be installed at the Exhibitor's expense, by the Contractors officially appointed by the Organisers. Special contract prices will be arranged by the Organisers for this work. All electrical work carried out by, or on behalf of, Exhibitors shall at all times be subject to inspection and approval by the authorised representative of the Organisers. All electrical fittings and devices must be in accordance with Regulations and no source of lighting or power may be utilised other than that provided by the Organisers. The Organisers reserve the right to withhold electricity supply from any Exhibitor who has not complied with such Regulations.

15 GAS, WATER AND WASTE. Exhibitors who require gas, water or waste services to be brought to their stands must make application in writing direct to the Organisers advising them not later than 21st May 2012. Full particulars of the Exhibitor's requirements must be supplied, together with a sketch showing the position on the stand to which the services are to be brought. The Exhibitor is responsible for the expense of making good any material damage to the floor, or other parts of the structure, of the Exhibition Building in the course of carrying out such work.

16 DANGEROUS MATERIALS. Fulminates, explosives and all articles of a dangerous, inflammable, or objectionable nature, cannot be admitted within the Exhibition Building. Corrosive items etc, that might spoil other articles cannot be received, except in suitable vessels of small size.

17 FIRE PRECAUTIONS AND CINEMATOGRAPH DISPLAY. All materials used for building, decorating, draping or covering stands, must be non-inflammable, or rendered so by being immersed in fire-proofing solution, to comply with the requirements of the Fire Authority, and be thoroughly tested before being used. Each Exhibitor shall install in a prominent position on his stand an approved pattern fire extinguisher, complete with full instructions as to the working thereof. He shall also be responsible that at least two persons on the stand are conversant with the use of the extinguisher, and make themselves acquainted with the position of the nearest fire alarm in the Exhibition Building. Exhibitors wishing to include cinematograph displays, whether silent or sound, must obtain permission in writing from the Organisers, and comply with such conditions as they may impose.

18 PROTECTION OF MACHINERY. All machinery and exhibits must be properly protected from danger by each Exhibitor and at his own expense, to meet the requirements of the Authorities, and the Organisers shall be indemnified by the Exhibitor against any claim, or action, on account of any injury or damage being caused, or occasioned by any exhibit, to any person or persons whatsoever. The Exhibitor will take steps to arrange to cover risks by, insurance, and will, on being called upon to do so, submit to the Organisers particulars of the insurance policy and receipt for the premium. The Organisers reserve the right to call upon the Exhibitor to remove any machinery or exhibit, and in particular if insurance has not been, or cannot be effected, or is not sufficient in the opinion of the Organisers, to call upon the Exhibitor to remove the machinery, or exhibit, to which Organisers object.

19 INSURANCE LIABILITY. The Organisers will not be responsible for the safety of any exhibit or property of any Exhibitor or any, other person, for the loss of, or damage, or destruction to same, by theft, or fire, or other cause whatsoever, or for any loss or damage, whatsoever sustained by any Exhibitor, by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organisers, or for any loss or damage occasioned, if by reason of the happenings of any such event, the opening of the Exhibition is prevented, or postponed, or abandoned, or the building becomes wholly or partly unavailable, for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings, and for their proportions of the shell scheme and furthermore for physical loss or damage to the basic stand as the Organisers will accept no responsibility for any of the matters aforesaid, the Exhibitors should cover themselves by insurance in respect thereof.

20 POSTPONEMENT OR ABANDONMENT. In no event shall the Exhibitor have any claim for damages of any kind against the Organisers in respect of any loss or damage consequential upon the prevention, or postponement, or abandonment of the Exhibition, by reason of the happening of any of the events referred to in Condition 20 or of the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organisers' control, and the Organisers shall be entitled to retain all sums paid by Exhibitors, or such part thereof as the Organisers shall consider necessary. If, in the opinion of the Organisers, by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall, or building, or any other reasonable manner, the Exhibition can be carried through the contract, or contracts, for space, shall be binding upon the parties, except as to the size and position as to which any modification, substitution, or rearrangement they consider necessary shall be determined by the Organisers.

21 ELIGIBILITY AND SALES. Both British and foreign made products are eligible for display. Goods exhibited or stocked on stands shall not be sold for delivery before the close of the Exhibition, excepting books and publications with the Organisers' written permission. Exhibitors will be permitted to display only those goods and materials covered by the particulars contained on the application for space.

22 FOOD, TOBACCO AND ALCOHOL. The sole rights for the distribution and sale of any article of food, drink or tobacco are held by the catering concessionaires, and no Exhibitor may sell, give away or distribute any such article without the written consent of the Organisers. The catering concessionaires will supply bottles of spirits, wines, beers, mineral waters, beverages etc.

23 PLAYING OF MUSIC ON STANDS. Live or pre-recorded music cannot be played in any part of the exhibition without the prior permission of the organisers and subject to the purchase of the appropriate music licence.

24 CLEANING. The Organisers will arrange for the cleaning of all public gangways and the cleaning of stands.

25 EXHIBITION SERVICES. The Organisers accept no responsibility for breakdown or failure of any of the services provided for, or in connection with the Exhibition.

26 ADMISSION TO THE EXHIBITION. The Organisers reserve the right to refuse any person admission to the Exhibition without assigning the reason.

27 ALLOTMENT OF SPACE All applications for space shall be dealt with in order of receipt and will be allotted accordingly if available. The organisers reserve the right to decline an exhibitor's stand choice if its position could cause conflict with any other exhibitor.

28 CANCELLATION OF SPACE. The Organisers will be prepared, only in exceptional circumstances, to consider the reduction or modification as to size of space or the cancellation of their contract for space with Exhibitors, and then only if the following conditions are complied with: (a) That the request for cancellation or modification is submitted by registered post; (b) The reason given is, in the Organisers' opinion, well founded; (c) That the Organisers are able to re-let the allocated space in its entirety; (d) The Exhibitor agrees that the Organisers shall retain 25 per cent of the total cost of space to offset administration expenses; (e) That such application is submitted 16 weeks prior to the opening of the Exhibition; (f) That agreement by the Organisers to such requests shall not prejudice any other rights they may have against Exhibitors under these rules or associated contracts in connection with the Exhibition.

29 AMENDMENT TO RULES, REGULATIONS AND CONDITIONS. The Organisers reserve the right to alter, add to, or amend any of these Conditions. Should any question arise, whether provided for in these Conditions or not, the decision of the Organisers shall be final. No alteration, addition, amendment, or waiver to or of, these Conditions shall operate to release any Exhibitor from his contract.