

# TERMS & CONDITIONS



**24 – 26 SEPTEMBER 2024**  
**NEC, BIRMINGHAM**

These regulations cover areas such as Venue regulations, Fire Safety, Insurance, Stand fitting and Display regulations, codes of conduct etc. Some sections are difficult to read, we admit, but it is necessary that you do so in order to ensure that your participation is as smooth and trouble free as possible.

If you have any questions or require advice or extra explanation of a regulation, then please do not hesitate to contact The Show Team, who will be ready to offer you every assistance. Tel: +44 (0)20 8773 8111

## PART 1

### 1 Definitions

1.1 In these Regulations the following words and expressions shall have the following meanings:

1.2 The term 'Exhibitor' shall include all employees, servants and agents of any Company, Partnership, Firm or individual to whom space has been allocated for the purpose of exhibiting.

1.3 The term 'Exhibition' shall mean the event as named and dated above.

1.4 The term 'Exhibition Venue' shall mean the location for the Exhibition as shown above.

1.5 The term 'Organisers' shall mean: PPMA Ltd Registered Office: New Progress House, 34 Stafford Road, Wallington Surrey, SM6 9AA, United Kingdom Registered in England No. 02116944

Its employees or agents

1.6 The term 'Landlord' shall mean: The owners and management of the appointed Exhibition venue, its employees or agents.

1.7 The term 'Contract' shall mean the contract for space or space plus shell stand or package deal stand and other value added services at the Exhibition entered into between the Organisers and the Exhibitor which incorporates these Regulations and the Exhibitor's Manual.

1.8 The term 'Authorities' shall mean the Local Authority and the Fire Authority.

1.9 The term 'Service Charge' means the sum payable under the Contract for space or space plus shell stand or package deal stand and other value added services, plus V.A.T. or similar taxes in accordance with the appropriate legislation.

1.10 The term 'Exhibitor's Manual' shall mean the manual to be prepared by the Organisers and distributed to Exhibitors or which is available on the Exhibition website prior to the Exhibition setting out practical aspects of their participation at the Exhibition.

1.11 The term 'Value Added Services' shall include, without limitation, the hire of meeting rooms, insurance, sponsorship arrangements, delegate places and internet listing.

1.2 The title to each Regulation hereinafter set out is for ease of reference only and shall not be construed as limiting or defining the content of any Regulation.

### 2 Eligibility of Exhibits

2.1 Exhibits must fall within the defined scope of the Exhibition. The Exhibitor shall not display on their stand any products which fall into classes other than those described on the application for space, and/or the sales brochure unless prior consent has been given in writing by the Organisers.

2.2 Second hand or reconditioned equipment may **NOT** be displayed on any stand.

2.3 In cases where the Exhibitor wishes to use borrowed equipment on their stand to demonstrate their own products, the display of the name of the firm lending the equipment is not permitted unless the firm is also exhibiting, in which case acknowledgement cards can be displayed.

2.4 An Exhibitor who is either associated with or a selling agent for another firm or firms and who wishes to exhibit the products of another firm or firms must state at the time of making application for space the name of the firm(s) to be represented at the Exhibition and undertake to confine the exhibits to the goods of such firm(s). The names of such firm(s) must be displayed on the stand throughout the Exhibition period.

2.5 The Exhibitor is responsible for obtaining all necessary licences, permits, authorities or other documentation required by UK law or any other applicable laws or regulations in respect of Exhibits to be displayed at the Exhibition. Such licences, permits, authorities or other documentation shall be produced to the Organiser on request.

2.6 Allotment of space by the Organisers shall not imply that they accept the proposed exhibits, and the Exhibitor must satisfy themselves that their exhibits comply with the Regulations.

The Organisers reserve the right to exclude and/or require to be removed any exhibit which in their reasonable opinion is not within the scope of the Exhibition or is not suitable for the site allocated to the Exhibitor or does not comply with clause 2.4 or 2.5 above. The decision of the Organisers as to the eligibility of exhibits will be absolutely final and binding.

### 3 Participation Cost

3.1 The cost of space does not include any stand fitting unless specified.

3.2 The Exhibitor must conform to the stand fitting regulations outlined in paragraph 7 and those set out in the Exhibitor's Manual.

### 4 Conditions of Payment

4.1 The Service Charge shall be PAID by the Exhibitor as follows:

10% on return of the signed Contract

45% on or before **22 December 2023**

45% on or before **28 June 2024** (invoiced on 01/04/2024)

4.2 If the 'Early Bird' Deposit is not paid by **17 November 2023**, invoices will be re-sent at the 'Standard' rate, as published.

4.3 Value Added Services shall be paid for in full at the date of ordering and such services may not be cancelled or varied in the period of twelve weeks prior to the Exhibition or during the Exhibition.

4.4 If any of the above payments are fourteen days in arrears (whether demanded or not) the Organisers shall have the right to charge interest on the overdue amounts from fourteen days after the due date, at a rate of 2% above the base lending rate of the HSBC Bank plc from time to time. Such interest shall accrue after as well as before any judgement and shall accrue on a daily basis compounded for the overdue period with three monthly rests. In addition, if the above payments are fourteen days in arrears the Contract may at any time thereafter be terminated forthwith by notice in writing by the Organisers to the Exhibitor. In such event all Service Charge paid shall be forfeited and the balance of the Service Charge shall become due and payable forthwith together with any accrued interest. Such termination shall not prejudice any rights or claims by the Organisers against the Exhibitor in respect of any antecedent breach, and where applicable the provisions of Regulation 20 in Part II shall apply.

4.5 The Organisers shall be entitled to refuse to accept an Exhibitor's Contract or cancel an Exhibitor's Contract if that Exhibitor, or a member of its group, is in arrears with any payments due in respect of a previous Exhibition or any other Exhibition which is owned or managed by the Organisers. Payments received by the Organisers from the Exhibitor, or a member of its group, will be allocated to reduce or complete payment of the oldest debt first.

### 5 Reduction of Stand Size/Withdrawal by Exhibitor

5.1 Without prejudice to the rights and remedies of the Organisers in respect of any breach of the Contract on the part of the Exhibitor the Exhibitor may reduce their stand size or withdraw from the Exhibition or amend or withdraw its order for Value Added Services subject to the following conditions:

(a) The Exhibitor must give written notice to the Organisers, to be sent by email, setting out the amount of space by which they wish to reduce or stating their desire to withdraw or to amend or withdraw its order for Value Added Services:

(b) on receipt of the Exhibitor's notice the Organisers will notify the Exhibitor of the proportion of Service Charge of the relinquished space and/or Value Added Services payable notwithstanding the reduction or amendment or of the consideration payable for release from the Contract as follows or to amend or withdraw its order for Value Added Services:

Date of receipt by Organisers of Exhibitor's notice to reduce or withdraw	Proportion of Service Charge payable on reduction	Proportion of Service Charge payable on withdrawal
On or before 22 December 2023	10%	10%
After 22 December 2023 but on or before 28 June 2024	55%	55%
After 28 June 2024	100%	100%

The Service charge balance due from the Exhibitor under this Regulation in the event of a relinquishment of space or cancellation or amendment of value added services will be due and payable forthwith notwithstanding anything said in regulation 4.

### Withdrawal by Exhibitor

(c) The Service charge due from the Exhibitor under this Regulation in the event of a withdrawal from the Exhibition will be due and payable forthwith and upon payment thereof to the Organisers by the Exhibitor (credit being given by the Organisers for all sums already paid by the Exhibitor) the Contract shall be cancelled and neither party shall have any further claim against the other.

(d) Any division of a stand necessary as a result of a request to reduce will be at the Organisers discretion.

(e) Notwithstanding anything said to the contrary, the Organisers reserve at all times the right to refuse to permit the Exhibitor to reduce their stand size; such refusal shall not, however, affect the Exhibitor's right to withdraw from the Exhibition in accordance with this Regulation.

### 6 Occupation and Completion of Site

6.1 The Exhibitor and contractors may (subject to any special conditions contained within the Exhibitor's Manual) enter the venue for the purpose of erecting their stand and preparing exhibits from 08.00 hrs on 21 September 2024. In the interests of the Exhibition, the Organisers may in exceptional cases request for the erection of particular stands on days and at times to be specified by them. Such request to be at the complete discretion of the Organisers and to be adhered to by the Exhibitor.

6.2 All handling of non-portable exhibits within the Exhibition Venue must be carried out by the contractors appointed by the Organisers.

6.3 The Exhibitor undertakes that their site or stand will be ready, and all exhibits (other than those which are small and have special value) installed and arranged thereon for display and all arrangements in connection therewith completed by 18.00 hrs on 23 September 2024.

6.4 UNDER NO CIRCUMSTANCES WILL THE EXHIBITOR BE PERMITTED TO ERECT OR OCCUPY A STAND OR SITE IF THE SERVICE CHARGE HAS NOT BEEN PAID IN FULL OR IF ANY OTHER PAYMENTS ARE OUTSTANDING BY THE EXHIBITOR OR ITS GROUP TO THE ORGANISER UNDER REGULATION 4.5. Should an Exhibitor be prevented from occupying their site for this reason, all Service charge paid shall be forfeited and the balance of the Service charge shall be recoverable forthwith by the Organisers. The Organisers shall be entitled to utilise the site which had been allotted to such Exhibitor in such manner as the Organisers shall think fit and to recover from the Exhibitor any expenditure incurred in so doing.

6.5 The Exhibitor will not remove any of their exhibits prior to the closing of the Exhibition at 16.00 hrs on 26 September 2024. Immediately after the Exhibition closes and in any event by 20.00 hours on the same day, Exhibitors must have removed from their stands all portable exhibits, display material and personal effects. Notwithstanding instructions issued specifically for the closing night of the Exhibition, the security of stands and their contents during the entire breakdown period remains wholly the responsibility of the Exhibitor, their agent or contractor. The Organisers cannot be held liable for any damage or losses that might occur.

6.6 The Organisers tenancy of the Exhibition Venue terminates on 27 September 2024 at 12.00 hours.

6.7 All non-portable exhibits and other property of the Exhibitor, their contractors and agents, must be removed from the Exhibition Venue before noon on that day. The Organisers shall be entitled, if in their reasonable opinion the Exhibitor, their contractors and agents will be unable for any reason to comply with this condition, to remove and dispatch such exhibits and property (at the risk and expense of the exhibitor) to the address of the Exhibitor stated on the Contract.

## 7. Construction and Erection of Stands

### 7.1. Shell Stands

7.1.1 Other than island sites (open on 4 sides) all stands are presumed to be shell scheme and include a dividing wall. **If you wish to install your own walls you must inform the Organisers in writing.**

7.1.2 All shell scheme stands have blue carpet tiles. Exhibitors can use their own floor covering including platforms with the Organisers' permission in writing.

7.1.3 **Facias are not automatically included on any stands**, apart from perimeter stands.

7.1.4 All stands except island sites (open on 4 sides) will be provided with a stand name board if the stand is using shell scheme.

7.1.5 Dividing walls between stands must be no higher than 4m.

7.1.6 Signs and supporting stand fittings may be up to a maximum of 4m.

7.1.7 Machinery height is restricted to the height limit of the Exhibition Venue and it is the duty of the Exhibitor to check the height of the Exhibition Venue in advance.

7.1.8 Use of any type of wall construction, other than standard shell scheme will only be permitted with the prior approval of the Organiser in writing.

7.1.9 Full dimensional drawings showing any constructional details with positions plus dimensions of exhibits must be submitted to the Organiser for approval before any work is put in hand and must be submitted in duplicate to the Organiser not later than 2 August 2024. The Exhibitor must pay any fees payable to the Organisers for structural approval.

7.1.10 Stand plans showing each dimension of elevation must be submitted for approval before any work is put in hand.

7.1.11 It is the responsibility of the Exhibitor to check the Exhibition Venue headroom available when booking space, as occasionally the location of a stand will not always provide for the maximum stand fitting heights permissible under the Regulations.

7.1.12 The Organisers reserve the right to prevent work being carried out by, or on behalf of, any Exhibitor who has not submitted stand design drawings in accordance with this Regulation. The approval for any structure is conditional upon satisfactory inspection on site.

7.1.13 Long runs of walling must be avoided particularly along open perimeters of stands. The inclusion of large enclosed areas within a stand can only be permitted with the prior written permission of the Organisers. Walls along open perimeters must be relieved by display items and not left in plain colours. Any item or display attached must not project over the frontage of the stand taken by the Exhibitor.

### 7.2 Island Sites (4 open sides)

7.2.1 Exhibitors are responsible for their own stand design and construction. The Organisers will be pleased to offer advice and guidance and can provide a fully comprehensive service if required.

7.2.2 The overall height for stand fitting for all stands, including cladding of columns, should not exceed 4m from the floor level.

7.2.3 It is the responsibility of the Exhibitor to check the Exhibition Venue headroom available when booking space, as occasionally the location of a stand will not always provide for the maximum stand fitting heights permissible under the regulations.

7.2.4 TO EACH OPEN SIDE OF THE STAND MUST BE DISPLAYED A STAND NUMBER PANEL.

7.2.5 On divided sites Exhibitors are responsible for erecting and decorating side and back walls facing on to their stand areas to a minimum height of 2.5m. **Walls above this height must be clad and decorated on both sides from 2.5m upwards by the Exhibitor who has them erected.** Such walls overlooking adjoining stands must be finished in plain colours only. In the event that the Exhibitor fails to erect, clad and decorate such walls to the Organisers satisfaction, the Organisers reserve the right to remedy such walls at the expense of the Exhibitor. The minimum height for dividing walls is 2.5m. THE MAXIMUM HEIGHT FOR DIVIDING WALLS OF ALL STANDS IS 4M.

7.2.6 Full dimensional drawings showing all proposed constructional details and positions and dimensions of machinery exhibits must be submitted and approved by the Organisers before any work is put in hand. Drawings must be submitted in duplicate to the Organisers not later than 2 August 2024. All plans must be to scale.

**Any fees payable to the District Surveyor and/or Structural Engineers for special approval must be paid by the Exhibitor.**

The Organisers reserve the right to prevent work being carried out by, or on behalf of any exhibitor who has not submitted stand drawings in accordance with Walls along open perimeters must be relieved by display items and not left in plain colours. Any item or display attached must not project over the frontage of space taken by the Exhibitor.

### 7.3 All Stands

7.3.1 LONG RUNS OF WALLING MUST BE AVOIDED PARTICULARLY ALONG OPEN PERIMETERS OF STANDS AND ARE RESTRICTED TO A MAXIMUM OF 50% OF THE OVERALL DIMENSION.

7.3.2 The Organisers may at the expense of the Exhibitor remove or alter anything in, on, or forming part of any stand if, in their opinion, it is desirable to do so in the interests of the Exhibition.

7.3.3 All electrical installations must be carried out by the contractor appointed by the Organisers.

7.3.4 Where illuminated fascia boards are used on stands, the lighting thereof shall be of sufficient power to light the fascia board only and must not cause any spill of light on to neighbouring stands. No flashing lights will be permitted. The Organisers reserve the right to disconnect the electrical supply to any illuminated fascia which, in their opinion, is causing a nuisance to any other Exhibitor.

7.3.5 Nothing may be attached to the floor of the Exhibition Venue without the written consent of the Landlords, or to any other part of the Exhibition venue without the written consent of the Organisers.

7.3.6 Mobile Exhibition units, caravans or similar vehicles are not permitted without the prior written permission of the Organisers.

7.3.7 ALL STAND CONSTRUCTION AND DISPLAYS MUST BE MADE FROM FIREPROOFED MATERIALS AND INSTALLED TO THE SATISFACTION OF THE AUTHORITIES.

7.3.8 Suspended items – Only lighting rigs will be permitted at 6m subject to written approval from the Organisers. Full details of any items to be suspended or rigged must be included with stand plans for approval. Suspension of any kind from the venue ceiling is restricted to certain areas of the Hall only. Please contact the Organisers for further details of these restricted areas.

7.3.9 The Exhibitor may use a contractor of their choice for the construction and erection of stands on Space Only sites, and interior fittings for shell stands. It is strongly recommended that only companies who are members of The Event Supplier and Services Association (ESSA) are employed. However, the Exhibitor is still responsible for ensuring that their appointed contractors are competent and adhere to Health and Safety legislation and Safe Working Practices.

7.3.10 Helium balloons, other similar displays whether tethered to stand or free floating are subject to the Organisers' approval and retrieval will be at Exhibitor's expense

## PART II

### 1 Regulations

The Exhibitor must comply with the requirements of the Authorities and with the regulations issued by the Landlords.

### 2 Exemptions

Applications for any consent by the Organisers must be in writing and must set out full details of the matters for which consent is sought.

Exemptions from any Regulation may be granted at the Organisers discretion. No exemption given by the Organisers will be effective unless it is in writing.

### 3 Alteration of space allotted

The contract constitutes a licence to exhibit and not a tenancy. The Organisers reserve the right at any time and from time to time to make such alterations in the ground plan of the Exhibition as may in their opinion be necessary in the best interests of the Exhibition and to alter the shape, size or position of the space allotted to the Exhibitor. No alteration to the space allotted will be made in such a way as to impose on the Exhibitor any greater liability for Service Charge than that undertaken in the Contract.

### 4 Sub-letting

The Exhibitor shall not assign the Contract, sub-let or part with their site or stand or any portion of it without prior written consent from the Organisers. Other than as permitted by Regulations 2.4 and 2.5 of Part 1 of these Regulations no name other than that of the Exhibitor may be displayed on the site or stand, nor may any literature in respect of goods other than those of the Exhibitor be displayed or distributed, without the written consent of the Organisers.

### 5 Conduct of Exhibitors

5.1 Every Exhibitor shall ensure that their stand is open to view and staffed by competent representatives during Exhibition hours. In the event of any Exhibitor failing to open their stand or uncover their Exhibits the Organisers may do so or may arrange for the stand and exhibits to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organisers will not be liable for any losses, including consequential losses, sustained by the Exhibitor as a result of this action.

5.2 Every Exhibitor, and all persons for whom may be considered responsible in any way whatsoever, must not take part in any canvassing or leafleting (save with the prior written consent of the Organiser) or any petitioning, demonstrations, objectionable behaviour or any activity which may disrupt the Exhibition.

5.3 The Exhibitor must conduct their business ONLY FROM THEIR OWN STAND and must not under any circumstances canvass amongst Exhibitors or visitors to the Exhibition. All efforts to advertise, promote sales and operate exhibits must be conducted so as not to cause annoyance or inconvenience to other Exhibitors and visitors

5.4 Solicitations (in person or by any sound process) above the ordinary speaking tone of voice are prohibited without the written consent of the Organisers.

5.5 In accordance with the Health Act 2006 **smoking is prohibited** throughout the Exhibition Venue. The Exhibition will implement a smoke free policy during all stages of build-up, open period and breakdown.

5.6 No information, material or statements of a political nature may be distributed, displayed or promoted at the Exhibition this Regulation. The approval for any structure is conditional upon satisfactory inspection on site.

The inclusion of large enclosed areas within a stand can only be permitted with the prior written permission of the Organisers.

## **6 Tickets and Passes**

The Organisers will issue official tickets of admission and no other form of admission ticket will be valid. No Exhibitor will be admitted to the Exhibition without producing to the gate official the Exhibitors' pass issued to them by the Organisers. In the event of such a pass being transferred or otherwise disposed of, it will be immediately forfeited and no further pass will be issued in its place. The Organisers reserve the right at their discretion to withdraw the pass issued to any person if complaints have been received concerning their conduct. The number of free passes issued to an Exhibitor is at the discretion of the Organisers.

## **7 Damage to Buildings**

The Exhibitor shall not cause or permit any damage to the Exhibition buildings or any part thereof or to any of the fixtures and fittings therein not the property of the Exhibitor and shall not alter or interfere with the structure of the Exhibition buildings.

Any Exhibitor in breach of the Regulations shall indemnify the Organisers in respect of any claim for such damage for which the Organisers shall be liable to any third party.

## **8. Insurance**

### **8.1 Third Party Claims**

The Exhibitor is responsible for all claims, actions or costs for personal injury and loss of or damage to property caused by or arising from the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or the construction and dismantling periods, caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, licensee or invitee of theirs or the act, omission or neglect of or by any such person or by any exhibit machinery or other article belonging to, or in the possession of, or used by, the Exhibitor. The Exhibitor will indemnify the Organiser in respect of each and every claim, and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out and maintain Public Liability Insurance providing a minimum indemnity of **£2m** and Employer's Liability Insurance providing a minimum indemnity of **£5m**, or local currency equivalent for the duration of the Exhibition including the construction and dismantling periods.

8.2 The Exhibitor shall not be responsible for loss of or damage to exhibits or other property in the custody of the Exhibitor, their invitees or licensees howsoever caused. The Exhibitor must take out and maintain adequate insurance in respect of all such claims.

### **8.3 Loss of Expenses**

Exhibitors must insure against costs and expenses which they may incur in the event of the Exhibition being abandoned, cancelled, postponed or curtailed in whole or in part for causes outside the Organisers control, since the Organisers accept no responsibility in such an eventuality.

8.4 It is the contracted Exhibitor's responsibility to ensure that any stand sharers have adequate Public Liability Insurance cover of their own, otherwise the contracted Exhibitor may be held responsible for any claims relating to the stand sharers. We would suggest that Exhibitors request their stand sharers to each have the same level of Public Liability cover as the Organisers request contracted Exhibitors to have, namely a minimum indemnity of **£2m**.

8.5 Stand sharers can arrange their own insurance. If stand sharers organise or have their own insurance, Exhibitors should ask their stand sharer to check that their Public Liability Insurance covers them at the Exhibition and not just at their own premises.

8.6 **U N D E R NO CIRCUMSTANCES SHALL THE ORGANISERS BE LIABLE TO THE EXHIBITOR IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE IN RELATION TO THIS CONTRACT, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL, LOSS OF DATA OR DAMAGE TO REPUTATION).**

## **9. Fire Risk and Safety**

9.1 An Exhibition stand is a workplace in itself and the Exhibitor is responsible for the Health and Safety of that workplace during the construction, use and dismantling of the stand. The Exhibitor thus has a legal duty of care for anyone on or near the stand who may be affected by the actions or omissions of the stand contractors or exhibiting staff.

9.2 The Exhibitor shall do nothing to jeopardise the current insurance policies or the licences of the Landlords or the Organisers and the Exhibitor shall in all cases comply with any requirements of the Authorities. Exhibitors who do or omit to do anything which renders the Organisers or the Landlords current insurance policy liable for premium loading are responsible for the extra premium payable. An Exhibitor in Breach of any of the provisions of this regulation 9 will indemnify the Organiser in respect thereof.

### **9.3 Fireproofing**

All display materials must be fire resisting or treated to be fire resisting to the current and relevant British and European standards and must be installed to the Regulations relevant to the Exhibition Venue and Authorities, and the Organisers satisfaction.

### **9.4 Dangerous Substances and Naked Lights/Flames**

Explosive, radioactive, highly inflammable or other dangerous substances may not be exhibited or brought into the Exhibition nor may naked lights or lamps be used during the period of the Exhibition or the periods of fitting up and dismantling, without the prior written consent of the Organisers.

Under the COSHH Regulations (Control of Substances Hazardous to Health) Exhibition stands are considered to be a workplace. If practicable COSHH regulated products should not be used. When COSHH regulated substances are used the Exhibitor should ensure that a COSHH assessment has been carried out prior to their attendance at the Exhibition and that the substances are correctly handled, stored and used to avoid the risk of accident or injury to Exhibitors, demonstrators, visitors or any other person on the premises.

### **9.5 Lasers**

Laser equipment may not be used or exhibited without the written consent of the Organisers.

### **9.6 LPG**

The use of LPG is strictly controlled and may be prohibited. Exhibitors wishing to use LPG to demonstrate products must apply for written consent at least six weeks prior to the Exhibition. 9.7

### **Water Features**

Strict regulations govern the use of water features. Exhibitors wishing to position a water feature on their stand must apply for written consent at least six weeks prior to the Exhibition. The consent is subject to the approval of the Authorities and the Organisers reserve the right to pass on to the Exhibitor any inspection fees charged in connection with this.

## **10. Gangways**

The Exhibitor shall not encroach on the gangways in front of their stand and shall ensure that they are kept free from obstruction during the whole time the building is open for the purpose of the Exhibition.

### **11. Operating Machinery or Exhibits**

11.1 Moving machinery or equipment shall at the expense of the Exhibitor be installed and protected to the satisfaction of the Organisers, Landlords and the Authorities. If such machinery or equipment shall, in the opinion of the Organisers, be too noisy or cause any annoyance to other Exhibitors or to visitors, it shall be switched off on request from the Organisers.

11.2 Exhibitors with any machinery being exhibited must comply with the relevant form & documentation in the Exhibitor's Manual.

### **12. Direction Signs**

The Organisers reserve the right to affix stand numbers or direction signs on any stand in any position.

### **13. Audio-Visual Equipment and Demonstrations**

Audio-Visual Equipment or amplifiers may not be used without the written consent of the Organisers.

Where such consent is granted any equipment used and any seating arrangements made must be in accordance with the requirements of the Landlord and of the Authorities and will be subject to a final inspection on site to agree noise levels.

Any presentation/demonstration likely to interest groups of 10 or more people must be located towards the centre of the stand and clearly shown on stand drawings.

If any presentation/demonstration causes obstruction within the gangway and/or excess noise or nuisance to any other Exhibitor, the Organisers reserve the right to cancel the presentation/demonstration or restrict the frequency.

All exhibits must comply with the requirements of the Noise at Work Regulations 2005 including assessment and control of noise levels as required by the Regulations.

### **14. Competitions**

No competitions or the like may be held without the written consent of the Organisers.

### **15. Official Catalogue and Exhibitor Directory**

15.1 The Exhibitor hereby authorises the Organisers to publish its directory entry on the Exhibition website, in the official catalogue for the Exhibition and/or in any other directory relating to the Exhibition or relevant industry in each case whether published electronically, in print or in any other media.

15.2 If an Exhibitor fails to complete its directory entry, the Organisers will be entitled to enter the Exhibitor's details on its behalf.

15.3 The Organisers do not accept any responsibility for any omissions, misquotations or other errors which occur in the compilation of the Exhibitor directory on the Exhibition website, in the official catalogue of the Exhibition or other directory published in print, electronically or on any other media.

### **16. Stand Cleaning**

The Exhibitor is responsible to the Organisers for seeing that their stand is maintained in a clean and tidy state throughout the period of the Exhibition. Basic stand cleaning will be carried out by the Organisers which includes vacuuming and removing bagged waste on the Monday evening/Tuesday morning before the Exhibition opens. If stand cleaning is required on the remaining two open days of the show, the Exhibitor will need to arrange/book this themselves directly with the NEC. The cleaning of exhibits is the Exhibitors' responsibility.

### **17. Catering**

All articles for human consumption, whether for eating or drinking within the Exhibition premises or dispensed or given away therein must be obtained from the Official Caterers to the Exhibition Venue.

### **18. Photographs**

Stands or articles may not be photographed, drawn, copied or reproduced without the written permission of the Organisers. The Organisers reserve the right to take photographs, films, videos, or other recordings of Exhibitors' stands, their representatives and their products, displayed at the Exhibition for the purposes of promoting the Exhibition and future Exhibitions.

### **19. Force Majeure**

If the Exhibition is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident, the non-availability of the Exhibition Venue or any other cause not within the control of the Organisers, whether ejusdem generis or not, the Organisers may at their entire discretion repay the Service charge paid by the Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such Service charge, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such event.

### **20. Organisers' Right to Terminate Contract**

20.1 If any Exhibitor (or its employees, agents, stand sharers or other representatives) shall:

20.1.1 Fail to perform any of the provisions of the Contract; or

20.1.2 be considered by the Organisers to be prohibited from attending the Exhibition by any applicable laws, sanctions or regulations to prevent terrorism or the financing of terrorism or to prevent trade with a certain country or certain persons or otherwise; the Organisers shall have the right to terminate the Contract forthwith by notice in writing to such Exhibitor.

20.2 In the event of termination, the Exhibitor and its employees, agents, stand sharers and other representatives will be prevented from attending the Exhibition and the exhibits of such Exhibitor shall be removed from the Exhibition premises at a time to be stated by the Organisers. The Organisers shall be entitled, if necessary, to remove and despatch the said

exhibits and property (at the risk and expense of the Exhibitor/s) to the address of the Exhibitor stated on the Contract. All Service Charge paid by the Exhibitor shall be forfeited to and retained by the Organisers and the Exhibitor shall indemnify the Organisers in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred as the result of such failure.

20.3. The Exhibitor shall co-operate with the Organisers and provide all reasonable information requested by the Organisers to assess whether the Exhibitor, its employees, agents, stand sharers or other representatives are prevented from attending the Exhibition under the relevant laws, sanctions or regulations. The Organisers decision shall be final.

#### **21. Organisers' Right to Cancel Exhibition**

The Organiser shall have the right at all times to abandon, cancel or suspend the exhibition in whole or part in the event that there is likely to be insufficient exhibitor participation in and support for the Exhibition, the likelihood of such insufficiency to be determined by the Organiser whose decision shall be final. In the event of such an abandonment, cancellation or suspension, the Exhibitor shall be entitled to receive repayment of all Service Charge paid, but the Organiser shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of the event.

#### **22. Failure of Services**

The Organisers will use their reasonable endeavours to ensure the supply of the services of the Landlords and of those mentioned in the Exhibitor's Manual, but they shall not incur any liability to an Exhibitor for any loss or damage, if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of capital due or paid.

#### **23. Bankruptcy or Liquidation**

Should an Exhibitor being an individual or firm become bankrupt have a Receiving Order made against them or make any arrangements with them or their creditors, or being a limited liability company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have an administrative receiver appointed, or an administrative order is made against the Exhibitor or its assets or the Exhibitor enters into any arrangement with its creditors or is unable to pay its debts as they become due the Contract with such Exhibitor shall terminate forthwith save that all Service Charge paid shall be forfeited and the balance of the Service Charge shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Organisers against the Exhibitor in respect of any antecedent breach.

#### **24. Copyrights and Patents**

24.1 The Exhibitor acknowledges that all Intellectual Property including but not limited to trade marks, copyright, design rights, patents, confidential information and goodwill in and relating to the Exhibition shall be owned by the Organisers (or their licensor's, where appropriate) and undertakes not to use the same, without the express prior written consent of the Organisers.

24.2. The Organisers will not be liable for any loss or damage the Exhibitor may sustain in respect of the infringement of any of their trademarks, design rights, copyrights or patents arising out of their participation in the Exhibition. The Exhibitor is strongly advised to make formal application for the grant or the registration of a design, as the case may be, not later than six months after the opening of the Exhibition.

24.3. The Exhibitor hereby warrants that its products have not been copied from any other Exhibitor or other third party and that the Exhibitor does not knowingly infringe any Intellectual Property Rights of another Exhibitor or other third party, including but not limited to any and all rights in copyright, design right, patents, trademarks (IPRs), relating to any product which is exhibited in any form whatsoever at the Exhibition.

24.4. The Exhibitor hereby further acknowledges that the Organisers reserve the right to terminate the Contract in accordance with Regulation 20 of Part II and to decline entrance to any future Exhibition should the Exhibitor be found to be infringing another Exhibitor's IPRs at the Exhibition. The Organisers reserve the right to assist the relevant authorities to take appropriate action against infringers.

#### **25. Rights of the Organisers' and Landlords**

The Organisers and the Landlords and those authorised by them respectively have the right to enter the Exhibition Venue at any time to execute works, repairs and alterations and for any other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.

The Organisers may at any time in the interest of the good management of the Exhibition, impose such further regulations of general application as they may, in their absolute discretion, think fit.

#### **26. Interpretation of Regulations**

26.1 In the event of any dispute as to the interpretation of these Regulations as a result of their translation into a foreign language, the English version shall be taken as authentic.

26.2 The Contract represents the entire agreement between the Exhibitor and the Organisers to take space at the Exhibition and other value added services and supersedes all promises and statements between the parties other than those expressly incorporated into the Contract. In addition, the Exhibitor acknowledges that they have not entered into the Contract in reliance upon any representation, warranty or undertaking which is not expressly set out or referred to in this Contract. This does not exclude liability for fraudulent misrepresentation. 26.3 The Exhibitor acknowledges that the Organisers 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.

26.4 These regulations shall apply to all contracts and shall override any terms submitted by the Exhibitor which shall have no legal effect

26.5 These regulations shall only be varied with the prior written agreement of the Organiser.

#### **27. Compliance with Laws**

The Exhibitor shall comply with all laws relevant to the performance of the Contract and relevant to the Exhibition. Bribery and any other form of unethical business practice is prohibited in relation to the Exhibition and all business transactions in relation to the Exhibition shall be accurately and completely recorded in accordance with applicable laws. The Exhibitor shall not in connection with the Exhibition accept gifts or inducements of any kind nor give or offer to give any person, an inducement or gift of any kind that could be perceived by others to be a bribe.

#### **28. Disputes**

The proper law of the Contract shall be English Law and all disputes as to the construction or application of these Regulations or the rights and liabilities of any person hereunder shall be determined by English Law.

#### **29. General Lien and Power of Sale**

All exhibits are subject to a general lien in favour of the Organisers for all sums, whether for unpaid Service Charge or otherwise, due from an Exhibitor to the Organisers.

The Organisers shall give written notice to the Exhibitor in the event of exercising their lien whereupon the Exhibitor shall not remove any exhibits from the Exhibition Venue and the Organisers shall be entitled to take and retain possession of the same.

If within seven days of such notice the Exhibitor shall not have paid all sums due and owing as aforesaid the Organisers may at any time thereafter sell the exhibits or any of them and shall apply the proceeds of such sale in payment:

- (i) of all costs of removal and storage of the exhibits; (ii) of all costs of the sale, and
- (iii) of all sums due to aforesaid and the balance (if any) of such proceeds shall be paid to the Exhibitor.

The exercise of such power of sale shall be without prejudice to the Organisers' right to sue for and recover any balance which may remain outstanding and due after such sale.

#### **30. Public Performance**

If Exhibitors propose to use audio and/or audio visual equipment to play sound or audio visual recordings and/or relay television transmissions, whether by means of TV, video, record, CD's, cassettes or other electronic means, or if Exhibitors propose to provide live performances, it is the Exhibitors responsibility to obtain all appropriate licences including from (but not limited to) the Performing Right Society Ltd of 29-33 Berners Street, London W1T 3AB (telephone 020 7580 5544) and Phonographic Performance Ltd of 1 Upper James Street, London W1F 9DE (telephone 020 7534 1000) at the Exhibitors own expense.

#### **31. Internet Connection Policy**

31.1 The Policy regulates the use of computer technology by Exhibitors to connect to the Internet at the Exhibition. It is intended to ensure the smooth operation of computer technology and internet access for the benefit of all Exhibitors free from any damage that may otherwise be caused by the use of technology without proper care and attention.

31.2 This Policy applies to any form of computer, whether a PC, laptop, server or PDA or any similar device ("Computers") which is provided by the Exhibitor (or any third party) and connected by wired or wireless means to the network(s) of the Organiser or any of its contractors at the Exhibition ("the Network").

31.3 Exhibitors shall use their best endeavours to prevent any unauthorised access to the Network and to ensure that the Computers do not introduce any computer bugs, computer viruses, worms, Trojan horses, software bombs or any similar items or software to the Network.

31.4 All computers must have one of the latest commercially available versions of anti-virus and firewall software correctly installed and configured. This software must be kept up-to-date for the duration of the Exhibition.

31.5 Exhibitors shall not operate or attempt to operate their own wireless network at the Exhibition. Exhibitors shall only use the Organisers (or its official contractors) wireless network.

31.6 The Organisers reserve the right to make random visits to Exhibitors' stands to seek confirmation that Exhibitors are in compliance with this Policy.

31.7 In the event that on investigation it becomes clear that the latest version of anti-virus and/or firewall software is not installed and being used or there is some other failure to comply with the Policy, the Organisers reserve the right to disconnect any or all Computers from the network and disable any wireless networks that do not comply with the Policy.

31.8 In the event of such disconnection it is the responsibility of the Exhibitor to ensure that a current version of anti-virus and/or firewall software is installed or any other failure to comply with the Policy is remedied. Only once this remedial action has been taken to the satisfaction of The Organiser will the Exhibitor then be allowed re-connection to the Network.

31.9 Internet connection via the Network, if provided at the Exhibition, is for Exhibitors to use entirely at their own risk and the Organiser shall not be liable for any loss damage or liability (whether direct, indirect, special or consequential including, without limitation, loss of profits, business interruption, loss of programs or other data) which may result.

31.10 The Exhibitor shall indemnify the Organiser for any loss or damage costs or expenses suffered by the Organiser, other Exhibitors or other attendees at the Exhibition as a result of the Exhibitor failing to comply with this internet connection policy.

#### **32. Privacy Policy**

By signing the Contract to Exhibit the Exhibitor is consenting, under all relevant data protection legislation, to the Organisers communicating with Exhibitors by telephone, fax, email and by post and using its personal information for the following purposes, namely: for the Organisers' internal purposes which will include accounts processing, internal analysis of Exhibitors, publishing the Exhibitor's details on the Exhibition website, in the official catalogue for the Exhibition and/or in any other directory relating to the Exhibition or relevant industry in each case whether in print, electronically or in any other media, inviting Exhibitors to other events organised by the Organisers or its group, disclosure of information to Contractors who provide services in respect of the Exhibition.

#### **33. Dispute resolution**

In the event of a dispute or disagreement about any and all of the Show rules and regulations the matter will be presented initially to the Show regulation committee as appointed by the Board of Directors of PPMA Ltd at any time, who will review it in the light of its effect on other exhibitors, visitors, the overall ambience of the Show and English contract law.

The committee's decision on the following matters but not limited to is final: Stand design, behaviour of staff and contractors & advertising and promotion. If the committee believe there has been a breach of contract action will be taken in the English courts.