

# Museums & Heritage Show 2010

## Exhibitor Terms And Conditions

### 1 Preamble

The expression 'the Exhibition' wherever mentioned herein shall mean the Museums and Heritage Show 2010 to be held on 12 & 13 May 2010, at the Earls Court Brompton Hall and Conference Centre and open to trade buyers.

The expression 'the Organisers' wherever mentioned shall mean The Museums and Heritage Show Ltd and or Everyevent.

The expression 'the Exhibitor' wherever mentioned herein shall mean any company, firm or person who has ordered display space and been allocated display space at the Exhibition.

### 2 Ordering and Display Space Allocation

Bookings will only be accepted if the Exhibitor has already read a copy of these Terms and Conditions. If by telephone or in writing, the Exhibitor requests display space to be booked as referenced on the floorplan, and if the Organisers approve the Exhibitor's order for space, the exhibitor will immediately complete and sign the Contract for Space Form and return it to the Organisers. On receipt of the Contract for Space Form, these Terms and Conditions will come into effect between the Organisers and the Exhibitor.

Every effort will be made to allocate the display space which has been ordered. However, to facilitate an effective layout to the Exhibition, and if the Organisers believe it to be in the best interest of the Exhibition, the Organisers have the right to make a display space reallocation at any time provided that the reallocated display space shall not be more than 10% greater or less than the display space which has been booked.

The area allocated shall be the full extent of display area available to the Exhibitor.

### 3 Payment

Payment made in stages will fall due as follows:

- A deposit of 40% of the full hire charge, including VAT on application with contract.
- The balance of the full hire charge, including VAT by 1 January 2010.

All bookings later than 1 January 2010, must be accompanied by full payment.

In the event that the Exhibitor fails to pay any sum due in the time and manner agreed herein, the Organisers may in writing require the Exhibitor to forgo the display space allocated to him without the Organisers being under any liability to refund or abate charges paid or due herein.

The Organisers have the right to enforce payment in full at any stage prior to commencement of the exhibition.

### 4 Exhibitor Cancellation

In the event of the Exhibitor giving written notice, at any time prior to the Exhibition, of his/her intention not to take possession of the display space allocated to him, or in the event of failure by the Exhibitor to take possession of the display space by the day prior to the opening of the Exhibition, the Organisers will have absolute discretion to deal with the display space as they think fit without being under any liability to refund or abate any charges paid or due herein except as provided below.

Once a display space allocation has been made in accordance with the foregoing, any Exhibitor who subsequently decides, for any reason, to withdraw from the Exhibition or reduce his display space allocation shall promptly inform the Organisers in writing and shall be liable to pay the following cancellation charges plus VAT.

Time of withdrawal prior to commencement of the exhibition:

- More than 20 weeks: 50%
- 10-20 weeks: 75%
- 10 weeks or less: 100%

In the event of the Exhibitor becoming bankrupt or making a composition with his creditors or going into liquidation or being under any appointment of a receiver, the Organisers reserve the right to cancel any display space allocation without being under any liability to refund or abate any charges paid or due herein.

### 5 Exhibitor Representative

The Exhibitor must name at least one person to be his representative in connection with the installation operation and removal of his exhibits. Such representatives shall be authorised to enter into such service contracts as may be necessary for which the Exhibitor will be responsible.

### 6 Hours of Opening

The Exhibition will be open to visitors at advertised stated times each day, during which periods the Exhibitor undertakes to have his exhibits on display, in good order, adequately attended and not covered up.

### 7 Display Space and Display Arrangement

A standard shell scheme will be provided by the Organisers at no additional charge to those exhibitors who have booked a shell scheme. Full details will be provided in the Exhibitors' Manual. Exhibitors wishing to erect their own booths instead of utilising the standard shell scheme may do so by prior arrangement with the Organisers.

Exhibits shall be arranged so as to not obstruct the general view, nor hide the exhibits of others. Plans for specially built booths or displays other than those constructed from the standard shell scheme must be submitted to the Organisers for approval before construction is ordered.

No booth or display exposing an unfinished surface to neighbouring stands will be permitted.

If in the opinion of the Organisers, the Exhibitor's booth or display extends beyond his allocated area, the Organisers may at their sole discretion charge the Exhibitor for the extra display space occupied at the prevailing rate.

Should any dispute arise as to the display space allocation, or as to the extent of any extra display space deemed by the Organisers to be occupied by the Exhibitor beyond that allocated, the decision of the Organisers shall be final.

The Organisers reserve the right to relocate the Exhibitor if in its absolute discretion, they think such relocation is necessary in the best interest of the Exhibition.

The Organisers and any other person either authorised by the Organisers or having an interest in the premises shall, without notice, be entitled to access at all reasonable times to the stand and for this purpose the Organisers shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Exhibitor.

### 8 Removal of Exhibits

No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organisers. If the Exhibitor acts in breach of this provision he shall pay as compensation for the detraction to the Exhibition's appearance and in addition to all sums otherwise due under this agreement, an amount equal to one third of the total display space charge for the Exhibitors' allocated area.

The Exhibitor will be liable for all storage and handling charges resulting from failure to remove all exhibits and display materials by the end of the break-down period (the times of which will be notified in the Exhibitor's Manual) following the close of the Exhibition.

The Exhibitor must surrender any occupied shell scheme in its original condition. The Exhibitor shall make good and indemnify the Organisers for any damage to the shell scheme or the premises by the Exhibitor, his agents, contractors or employees.

### 9 Requirements of Superior Authorities

The Exhibitor shall at once comply with any requirements imposed on the Organisers by the proprietors or managers of the Exhibition building or any Municipal or other competent authority on written notice of such being given to the Exhibitor by the Organisers. All inflammable materials shall be fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which the Exhibition may be subject. The Organisers recommend that exhibitors employ only contractors who are party to the constitution and working section agreement of the Joint National Council for the Exhibition Industry.

### 10 Use of Display Space

The Exhibitor agrees not to assign or sublet any display space allocated to him without prior written consent from the Organisers, nor to display or advertise goods or services other than those manufactured or carried by him in the normal course of business. Sales by auction are prohibited.

### 11 Undesirable Activities

If it appears to the Organisers that the Exhibitor may be 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 the law, the Organisers

may, without being under any liability to refund or abate any charges paid to due herein, cancel any display space allocation which may have been made to the Exhibitor and require him forthwith to vacate the display space allocated to him and refuse the Exhibitor the right to participate further in the Exhibition.

Canvassing for orders except by the Exhibitor on his own stand in the normal course of his business is strictly prohibited and in any such case the right of expulsion will at once be exercised. The distribution or display of printed or other placards, handbills or circulars or other articles except by the Exhibitor on his own display space is prohibited.

### 12 Limitation of Liability

The Organisers, their agents and employees shall not be liable for any loss, theft or damage or injury to persons or property during the terms of this agreement from any cause whatsoever.

Information given by the Organisers about the Exhibition is accurate to the best of their knowledge but does not constitute any warranty or representation by the Organisers, and therefore any mistake or omission does not entitle the Exhibitor to cancel his space booking.

### 13 Indemnity

The Exhibitor shall defend the Organisers from and indemnify against any liability for injury to persons or property arising from any cause whatsoever in connection with the participation in the Exhibition by the Exhibitor, his agents, contractors or employees. The Exhibitor shall also indemnify the Organisers against any claim made by any contractor or agent appointed by the Organisers arising out of the failure of the Exhibitor, his agents, contractors or employees to perform in any way any contract entered into with such contractors or agents.

### 14 Change or Location, Curtailment or Change of Date of Exhibition

In the event that the premises where the Exhibition is to be held shall, in the sole determination of the Organisers, become unfit or unavailable for occupancy or shall be substantially interfered with by reason of fire, flood, tempest or any other such cause or as a result of government intervention, malicious damage, terrorism, acts of war, acts of god, strike, lockout, labour dispute, picketing, embargo, injunction, riot or any other cause or agency over which the Organisers has no control, or should the Organisers decide that owing to any such cause or agency it is necessary or advisable to curtail, relocate or change the date of the Exhibition or reduce the planned period for preparation display or dismantling, the Exhibitor waives any and all claims he might have against the Organisers for refunds, damages or expenses.

Under any of these circumstances the Organisers reserve the right without being under any liability to the Exhibitor for refunds, additional expenses or otherwise, to change the location and/or date of the Exhibition upon reasonable notice to the Exhibitor.

### 15 Exhibition Cancellation

In the event that the Exhibition is cancelled as a result of the circumstances stipulated above in Section 14 of these Terms and Conditions, the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organisers, the Exhibitor's pro-rata share of the total amount paid by all exhibitors, less all costs and expenses incurred by the Organisers in connection with the Exhibition including a reserve, established at the sole discretion of the Organisers, for future claims and expenses in connection with the Exhibition.

In the event that the Exhibition is cancelled by the Organisers as a result of commercial reasons, such as lack of support, then all charges paid by the Exhibitor will be refunded. The Exhibitor agrees that under these circumstances he will have no further claim against the Organisers.

### 16 Responsibility

If the Exhibitor fails to comply in any respect with the terms of this agreement, the Organisers shall have the right, without notice to the Exhibitor, to offer the said display space to another exhibitor, or use the said display space in any other manner, but this shall not be construed as affecting the responsibility of the Exhibitor to pay the full amount specified by the contract.

The Organisers reserve the right to interpret, amend and enforce these regulations as it deems proper to assure the success of the Exhibition.

### 17 Electric Lighting and Power

Official contractors will be appointed by the Organisers for electrical work on all display spaces. Details will be given in the Exhibitors' Manual. The Exhibitor shall be responsible for settling all accounts for his electrical work directly with the contractor. Payment for electrical current consumed both for lighting and power shall be made directly by the Exhibitor to the official contractor.

A device may be illuminated but lighting must be still - not flashing - and any direct light therefrom shall be screened in such a way as to avoid causing nuisance or discomfort to visitors and other exhibitors. Electrical installations on display spaces or other exhibits shall comply with the Regulations for Electrical Equipment of Buildings approved by the Institute of Electrical Engineers and any statutory or local regulations or requirements to which the Exhibition may be subject.

### 18 Exhibitors' Manual

All exhibitors will be provided with an Exhibitors' Manual which will list details of authorised contractors appointed by the Organisers. It will also contain specific regulations relating to the build-up, breakdown and conduct of the Exhibition. The Exhibitor agrees to abide by these regulations.

### 19 Limits of Height

The normal height limit on display spaces, displays or other items is 2.5 metres. Any Exhibitor wishing to construct displays of over 2.5 metres must submit a proposed plan for approval by the Organisers and obtain their written approval. If the height requested is over 3 metres an additional fee may be charged.

### 20 Exhibitor and Contractor Passes

In order to ensure only official access to the Exhibition areas, all exhibitors and their personnel and all contractors will be issued with non-transferable passes. No admission to the Exhibition areas will be allowed unless this pass is presented. The Exhibitor will be required to provide to the Organisers, at least two weeks before the first day of build-up, a list detailing the personnel who will be present on the booth.

The Organisers reserves the right at their absolute discretion to refuse admission to or remove from the Exhibition any person whatsoever without incurring any liability whatsoever. In particular but without restricting the generality of the foregoing the Organisers shall have the right to remove any body who in the opinion of the Organisers is drunk or disorderly or under the influence of drugs or whose dress appearance or general behaviour is liable to disturb any Exhibitor or members of the public attending the Exhibition.

### 21 Exhibitor's Insurance

To protect the interest of Exhibitors (and to indemnify the Organisers) it is a requirement that all Exhibitors be fully insured for their participation in the Show. An insurance package can be arranged with Insurex Exposure Ltd, or any other similar company, and it is the responsibility of the Exhibitor to arrange adequate cover. The following requirements apply:

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 their or their agents' participation at the Exhibition including the build-up and break-down periods. 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 have Public Liability Insurance providing a minimum limit of indemnity of £2,000,000 in respect of their participation at the Exhibition including the build-up and break-down periods.

The Exhibitor must insure for loss of expenses due to Cancellation, Abandonment, Postponement or Curtailment, in whole or in part, of the Exhibition or their participation at the Exhibition for causes outside the control of the Organisers or the Exhibitor, since the Organisers accept no responsibility in such an eventuality.

The Organiser shall not be responsible for loss of or damage to exhibits or other property in the custody of the Exhibitor, his invitees or licensees howsoever caused. Exhibitors are strongly advised to insure their exhibits, stand and other equipment and all items for which they are responsible such as hired or borrowed items.

### 22 Rates of Exchange

All charges and prices are quoted in UK sterling. The rate of exchange in respect of funds transferred from overseas shall be that ruling at the date payment is made.

### 23 Law Applicable

These Terms and Conditions and any contract concluded herein will be governed by English Law.