

TERMS & CONDITIONS

Seeing is Believing 2016 (SIB) Bruntingthorpe Proving Ground Lutterworth, Leicestershire November 9th & 10th 2016

Exhibitors are requested to read carefully the following Terms and Conditions and bring them to the notice of their staff, agents and contractors as appropriate.

Terms and Conditions -

1. DEFINITIONS

In these Terms and Conditions 'The Exhibition' means Seeing is Believing (SIB); 'The Organiser' means Alad Ltd; 'Exhibitor' means any company, firm, person or organisation (including any staff, agents or other person authorised by or involved with the Exhibitor) contracting with the Organiser to take a Stand in the Exhibition. 'The Exhibition Premises' and 'Venue Owners' means Bruntingthorpe, Leicestershire; 'the Stand' shall mean the area designated for use by the Exhibitor within the Exhibition Premises.

2. DURATION OF EXHIBITION

- (a) The Exhibition will be open on 9th and 10th November 2016 between the hours of 10.00am and 18.00pm.
- (b) The Exhibitor agrees to occupy the Stand during these hours and agrees to ensure that the Stand is adequately staffed at all times subject to these terms.

3. APPLICATION FOR SPACE

Applications for a Stand must be made on the Organisers official form and must include a plan detailing all material the Exhibitor intends to use at the Exhibition and details of any other stands or fixtures (with full measurements of size and elevations) and any electrical requirements or equipment that it intends to use. The Organiser reserves the right to reject any application for any reason. An application made by the Exhibitor or the allotment of the Stand to the Exhibitor shall constitute a contract subject to these Terms which the Exhibitor is deemed to have received. The Organiser shall ensure that the location and size of the Stand is as close as possible to that confirmed by them but reserves the right to change any aspect of the Stand without any effect on these Terms.

4. ALTERATION OF EXHIBITION/TRACK LAYOUT

The Organisers reserve the right, at any time, without notice and for any reason to revise the layout of the Exhibition or Track or to transfer an Exhibitor to an alternative site or Stand, without compensation. Where this is necessary, the Organiser will provide as much notice as is possible.

5. PAYMENT TERMS

- (a) The Exhibitor shall pay the Fee as follows:
- (i) for bookings made before 31st March 2016 - 10% at time of booking, 40% on or before 1st April 2016 and the balance on or before 2nd September 2016.
- (ii) for bookings made between April 1st 2016 and August 31st 2016 - 50% at time of booking and 50% on or before 2nd September 2016;
- (iii) for bookings made on or after 2nd September 2016 100% at time of booking.
- (b) No access will be provided to any Exhibitor to the Exhibition Premises if any amount of the Fee is outstanding.
- (c) The Fee is the sum set out in the booking form.

6. CANCELLATION

- (a) An Exhibitor may not simply cancel or withdraw any application for a Stand once the application has been accepted by the Organiser.
- (b) The Exhibitor may apply to have their booking considered for cancellation and, at their discretion, the Organiser may cancel or accept cancellation of the contract if the Exhibitor notifies the Organiser in writing by registered post, no later than 29th July 2016 and immediately pays 50% of the Fee. Any cancellation after 29th July will require immediate payment of the Fee in full however if the Organiser is able to resell the Stand then it will, at its discretion, refund up to 50% of the Fee.

(c) If any Exhibitor fails to pay any sum due to the Organiser or contravenes or fails to observe any of the requirements of these Terms, the Organiser may revoke the Stand and remove and exclude the Exhibitor and its property from the Exhibition Premises. Such action by the Organiser shall not prejudice any other remedy it shall have against the Exhibitor.

7. SUB-LETTING AND USE OF PRODUCTS

- (a) The Exhibitor may not sub-let, loan, pledge or part possessions with any part of the Stand without the express written permission of the Organiser and then only upon agreeing any terms imposed by the Organiser.
- (b) The Exhibitor may not use or display any products unless belonging to the Exhibitor (and this shall include products lawfully licenced to the Exhibitor) and contained within their own Stand. The Organisers reserve the right to refuse use of or demand the removal of any product that in its opinion fall foul of this provision.

8. CONDUCT

- (a) The Exhibitor must not: (i) distribute advertising or any printed material from anywhere other than within their Stand; (ii) act in any such manner as to cause annoyance or disturbance to any third party including other Exhibitors;
- (iii) operate any devices that emit sound that may be considered an annoyance or disturbance;
- (vi) use gas or air-filled balloons or any other prohibited material or substances; (v) use any recording device at any time without the written approval of the Organisers.
- (b) In the event of any complaints or if the Organiser believes that there is a breach of any of these provisions, the Organisers decision shall be final.
- (c) The Organiser reserves the right to prohibit any display feature or advertising material and prevent the use of any unreasonable sales method or demonstration.
- (d) The Organisers shall have the absolute right to terminate the Exhibitor's license to occupy the Stand for any reason and in doing so no refund of any Fee shall be payable.
- (e) All products and materials are the sole responsibility of the Exhibitor and the Organiser accepts no liability for any loss or damage howsoever caused to any possessions of the Exhibitor.

9. INSTALLATION AND REMOVAL OF EXHIBITS

- (a) The Exhibitor is responsible for all conduct and arrangements concerning the delivery, installation, running and removal of the Stand.
- (b) Access to the Exhibition Premises shall be as follows (time being of the essence):
- (i) **Space Only Exhibitors** Monday 7th November 2016 between 10.00 - 17.00 and Tuesday 8th November 2016 between 10.00 - 17.00.
- (ii) **Shell Scheme Exhibitors.** Tuesday 8th November 2016 between 10.00 - 17.00.

OUTDOOR DISPLAYS

- (c) **Before anything is installed outside on any part of the track, written permission must be granted by the venue.** Products being displayed outdoors can be installed from 10.00am on Monday 7th November 2016.
- (d) Every Exhibitor must occupy their Stand no later than 9.30am on Wednesday 9th November 2016.
- (e) Should the Exhibitor fail to meet any of the above deadlines, the Organisers reserve the right to deal with the Stand as they think fit (which may result in licensing it to another Exhibitor on any terms they shall decide) without any effect of the liability for the Fee.
- (f) Exhibition material may be removed between Thursday 10th November 2016 during the hours of 19.00 - 22.00 and Friday 11th November 2016 during the hours of 08.30 - 10.30am
- (g) Any Exhibition material left in the Exhibition Premises after 11:00am on Friday 11th November 2016 will be disposed of by the Organisers or Venue Owners, at the Exhibitor's expense and shall be treated as unwanted goods left by the Exhibitor
- (h) Unless agreed otherwise in writing, the Stand shall be vacated in a clean condition and free from any material or products.
- (i) In the event the Exhibitor fails to comply with any Terms of this agreement, the Exhibitor shall be liable for any costs the Organiser shall incur in ensuring compliance, in particular any cleaning or repairing costs plus an administration fee of 10% of any such costs.
- (j) The Exhibitor is liable for any damage to the Stand or the Exhibition Premises and agrees to indemnify the Organiser in full in respect of any costs or claim against the Organiser by the Venue Owners or any third party.

(k) The Exhibitor shall ensure that:

- (i) all third parties are fully insured in relation to any liability that may arise as a result of the installation, running or removal of the Stand to include suitable insurance to cover any liability for negligence for at least £5 million. The policies of insurance are to be made available to the Organiser on demand;
- (ii) they have appropriate work permits and insurance for all persons associated with the Exhibition that attend the Exhibition Premises for or on behalf of the Exhibitor.;
- (iii) they comply with all Health and Safety procedures concerning the Exhibition Premises and use thereof including any policies or procedures of the Venue Owners or the Organiser which the Exhibitor is hereby deemed to have had notice of;
- (iv) to provide a full Health and Safety risk assessment immediately upon request. This is to include consideration and mitigation of all potential risks including risks to any visitors, the Exhibitor, the Organiser, the Venue Owners or any person or property concerning the Exhibition.
- (v) any third party used by the Exhibitor to assist with the Stand is made aware of these Terms and that full details of any third party are provided to the Organiser at the earliest opportunity and at least 2 weeks prior to the intended installation of the Stand. The Organiser reserves the right to refuse access to any third party for any reason and sufficient notice shall be provided if the Organiser is to do so;
- (vi) no material shall be attached to the structure of the Stand;
- (vii) no part of the Stand is overhanging the gangway or exceeds the allotted boundaries of the Stand;
- (viii) no material, in the opinion of the Organiser, adversely affects the light or impedes the view of other Exhibitors or the Exhibition Premises;
- (ix) no prohibited or potentially dangerous substances are brought into the Exhibition Premises or any part of them. If in doubt, please request the approval of the Organiser in respect of any such substances;
- (x) all materials used by the Exhibitor are non-flammable and meet any requirements of the Venue Owners or the Organisers.

10. ABANDONMENT

- (a) If for any reason it should become necessary to abandon, postpone, interrupt or close the Exhibition, the Organiser may take such action as it considers necessary giving such notice to Exhibitors who shall not be entitled to any compensation or return of any part of the Fee unless the Organisers successfully reclaim any part of the Fee in which case such amount of the Fee as is recovered shall be paid to the Exhibitor.
- (b) If the track is unavailable due to adverse weather on both days of the event, £500 will be refunded to Exhibitors. The indoor event will go ahead. If weather closes the track for one day, £250 will be refunded.
- (c) The Organiser is not liable for any loss, costs or claim that the Exhibitor may have in respect of any failure by the Organiser to meet any obligations or requirements under this contract.

11. LICENSING, BYE-LAWS, GAMBLING

Exhibitors will not allow or suffer to take place on the Exhibition Premises any infringement of any law or local byelaw including those governing such matters as gambling, alcohol, prohibited substances, public entertainment or performing rights.

12. ADMISSION

Admission to the Exhibition shall be restricted to persons who, in the opinion of the Organiser, have a legitimate, professional interest in the subject of the Exhibition and by pre-registration only. The Organiser reserves the right for any reason, to refuse admission to any person to the Exhibition. Visitors must not canvass for any Exhibitor.

13. CLAIMS, INDEMNITY AND INSURANCE

- (a) The Exhibitor shall indemnify the Organiser and Venue against all liabilities, action, costs, claims and compensations for any loss, injury to any person, damage to or loss of any property or any other liability arising as a result of the Exhibitors attendance at the Exhibition, occupancy of the Stand or product demonstration area and to include any act, omission or negligence done or omitted by the Exhibitor or its agent or any other person under its direction.
- (b) The Exhibitor shall indemnify the Organiser against any claim which may be made upon them in respect of any alleged breach or infringement of any copyright or patent or other intellectual property right by that Exhibitor.

14. APPLICATION OF TERMS AND CONDITIONS

- (a) The Exhibitor is bound in all respects by these Terms and in addition shall be bound by and comply with and be deemed to have full knowledge of any rules, conditions and regulations of the Venue Owners, a copy of which may be inspected at the Organisers' Offices.
- (b) Unless stated otherwise within these Term, these Terms contain the whole agreement between the parties and supersede any prior agreement whether written or oral and the Exhibitor confirms that it has not entered into this agreement based on any representation not expressly incorporated in these Terms. Nothing in this agreement however excludes any liability for any fraud by the Organisers.
- (c) The Organiser reserves the right to amend any of these Terms upon giving reasonable notice to the Exhibitor.
- (d) The person signing these conditions on behalf of the Exhibitor warrants and represents that he or she has the necessary authorisation of the Exhibitor to enter into these Terms and in consideration for the Organisers obligations hereunder, personally guarantees the Exhibitors obligations and liabilities under these Terms.
- (e) Should any dispute arise as to the interpretation or applicability of these Terms, the decision of the Organiser shall be final and binding.

ENDS.

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