

Lakes Hospitality Interiors Show

14th & 15th October 2008

The Hydro Hotel, Bowness -on- Windermere



TERMS AND CONDITIONS

1. Definitions

- i. "The Exhibition" means Lakes Hospitality Interior Show to be held on 14th & 15th October at The Hydro Hotel.
- ii. "The Organiser" shall mean LHIS office & committee.
- iii. "The Exhibitor" means any company, firm or person who has ordered display space and been allocated display space at the Exhibition.
- iv. "The Premises" can mean The Hydro Hotel or such venue of the Exhibition of which the Exhibitor may subsequently be notified.

2. Booking and Allocation of Display Space

- i. Bookings will only be accepted on completion of the Application for Space form.
- ii. Stand location will only be confirmed by the Organisers on the Allotment of Space form. A contract will exist once this form has been issued.
- iii. The Organiser will then mail to the Exhibitor an appropriate invoice for monies due depending on the time of the booking (see Payment Terms below).
- iv. If the completed Application form is not received by the Organiser within 10 working days of the verbal or written receipt of a booking request the Organiser will reallocate the display space to another Exhibitor and the booking request shall be of no effect.
- v. 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 believes it to be in the best interest of the Exhibition, the Organiser reserves the right to make a display space reallocation at any time provided that the reallocation display space shall not be more than 10% greater or less than the display space that has been booked.
- vi. The area allocated shall be the full extent of the display area available to the Exhibitor.

3. Stand Hire Payment Terms

- i. Exhibition display space will be hired in accordance with the Display Space Plan for each numbered stand, which includes the shell scheme as per relevant plans.
- ii. Payment will be made in stages and those stages will fall due as follows:
 - 40% of the full hire charge plus VAT on application
 - 35% of the full hire charge plus VAT due 30th June 2008
 - 25% of the full hire charge plus VAT due 31st August 2008
- iii. All bookings received 3 months or less from the time of the commencement of the Exhibition must be accompanied by full payment.
- iv. In the event that the Exhibitor fails to pay any sum due in time and manner agreed herein or in the event that the Exhibitor shall commit a serious or persistent breach of any of the other terms and conditions herein the Organiser may in writing determine the booking whereupon the Exhibitor shall be liable to pay a cancellation charge calculated as provided in Condition 20 below in such sum as would be due on a withdrawal at the date of the determination. Any payments outstanding 10 days prior to commencement of the exhibition will be deemed to be breach of contract. The organisers may re-let the stand space allocated without further notice to exhibitors.
- v. All charges and prices are quoted in £ Sterling. The rate of exchange in respect of funds transferred from overseas shall be that ruling at the date payment is made.

4. Display Space and Display Arrangement

- i. For shell scheme stands a standard shell scheme package will be provided by the Organiser.
- ii. Exhibits shall be arranged so as not to obstruct the general view or to hide the exhibits of others. No display exposing an unfinished surface to neighbouring stands will be permitted.
- iii. If in the opinion of the Organiser the Exhibitor's display extends beyond the allocated area the Organiser may at the Organiser's sole discretion charge the Exhibitor for the extra display space occupied at the prevailing rate or required the Exhibitor to restrict its display to the allocated display space.
- iv. Should any dispute arise as to the display space allocation or as to the extent of any extra display space deemed by the Organiser to be occupied by the Exhibitor beyond that allocated, the decision of the Organiser shall be final.
- v. The Organiser reserves the right to reallocate the Exhibitor if in the Organiser's absolute discretion it is thought such reallocation is necessary in the best interests of the Exhibition.
- vi. The Organiser and any other person either authorised by the Organiser or having an interest in the premises shall without notice be entitled to access at all reasonable times to any stand and for this purpose the Organiser shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Exhibitor.

5. Use of Display Space

- i. The Exhibitor agrees not to assign or sublet any display space allocated without prior written consent from the Organiser not to display advertise goods or services other than those manufactured or carried by the Exhibitor in the normal course of business.
- ii. Sales by auction are prohibited.

6. Exhibitor Appointed Representative

- i. The Exhibitor must name at least one person to be a representative in connection with the installation, operation and removal of his exhibits.
- ii. The Person or persons so appointed shall be deemed to be authorised to enter into such agreements with the Organiser as may be necessary on behalf of the Exhibitor.

7. Requirements of Superior Authorities

- i. The Exhibitor shall at once comply with any requirements imposed on the Organiser by the proprietors or managers of the Premises or any Municipal or any other regulatory on written notice of such being given to the Exhibitor by the Organiser.
- ii. All inflammable materials shall be fireproofed or otherwise protected against fire in accordance with any statutory or local regulations or requirements to which the Exhibition may be subject

8. Electric Lighting and Power

- i. Official contractors are appointed by the Organiser for electrical work on all display spaces. Any extra work undertaken by contractors for display spaces will pay the requested sum.
- ii. A device may be illuminated but lighting must be still, not flashing, and any direct light therefrom shall be screened in such a way to avoid causing nuisance or discomfort to visitors and other Exhibitors.
- iii. Electrical installations on display spaces or other exhibits shall comply with any and all statutory or local regulations or requirements to which the Exhibition may be subject.

9. Height Limitations

- i. The height limit on display spaces, displays or other items is 4 metres.

10. Music

- i. The Exhibitor must obtain the written consent of the Organiser for the playing of any musical instrument or recording at the Exhibition.
- ii. The Exhibitor is responsible for obtaining the appropriate performing right licenses and the Organiser accepts no liability for any breaches of such licenses.
- iii. Such music as is played must avoid causing nuisance or discomfort to visitors and other Exhibitors and in any complaint arising therefrom. The decision of the Organiser shall be final.

11. Notice & Material Pollution

- i. Exhibitors who wish to demonstrate working machinery must ensure that the noise, dust, liquids and any material, whether airborne or not, which are an integral part of, or result from, such a demonstration do not create a nuisance or discomfort to the visitors or other Exhibitors.
- ii. In any complaint arising from the demonstration of equipment the decision of the Organiser shall be final.

12. Exhibitor & Contractor Passes

- i. Only authorised access to the Exhibition areas is permitted, all Exhibitors and their personnel and all contractors will be issued with non-transferable passes. No admission to the Exhibition area will be allowed unless this pass is presented.
- ii. The Organiser reserves the right to refuse admission to or remove from the Exhibition any person. In particular, but without restricting the generality of the foregoing, the Organiser shall have the right to remove any person who in the opinion of the Organiser 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 (see also, Condition 14 overleaf).
- iii.

Continued overleaf...

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TERMS AND CONDITIONS (CONTINUED)

13. Catering

- i. All items for consumption at the Exhibition must be obtained from the official venue caterers.
- ii. No wines or spirits may be brought into the Exhibition Centre by the Exhibitor, its visitors, agents or servants or other persons for consumption on the premises except by prior agreement of the manager of the premises or the Organiser.

14. Undesirable Activities

- i. If it appears to the Organiser 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 Organiser may, without being under any liability to refund or abate any charges paid or due herein, cancel any display space allocation which may have been made to the Exhibitor the right to participate further in the Exhibition.
- ii. Canvassing for orders accept by the Exhibitor on the Exhibitor's own display space in the normal course of business is strictly prohibited and in any such case the right of expulsion will at once be exercised. The distribution of display of printed or other material except by the Exhibitor on the Exhibitor's own display space is prohibited.

15. Removal of Exhibits

- i. No exhibits shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organiser. If the Exhibitor acts in breach of the provision the Exhibitor shall pay, as compensation for the distraction to the Exhibition's appearance and in addition to all other sums otherwise due under this agreement, an amount equal to one half of the total display charge for the Exhibitor's allocated area.
- ii. The Exhibitor will be liable for all storage, removal and handling charges incurred by the Organiser resulting from failure to remove all exhibits and display materials from the allocated area before noon on the Thursday following the show.
- iii. The Exhibitor shall make good and indemnify the Organiser for any damage to the shell scheme or the premises by the Exhibitor, the Exhibitor's agents, contractors or employees.

16. Opening Hours

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

17. Limitation of Liability

- i. The Organiser, the Organiser's agents and employees shall not be liable for any loss, theft or damage to the Exhibitor's property during the term of this agreement from any cause whatsoever.
- ii. Information given by the Organiser about the Exhibition is accurate to the best of the Organiser's knowledge but does not constitute any warranty or representation by the Organiser, and any mistake or omission does not entitle the Exhibitor to cancel any booking made.

18. Indemnity

- i. The Exhibitor shall defend the Organiser from and indemnify against liability for injury to persons or property arising in connection with the participation in the Exhibition by the Exhibitor or their employees.
- ii. The Exhibitor undertakes to indemnify and keep indemnified the Organiser against all actions, expenses, costs, charges or claims for which the Organiser or any of the Organiser's contractors may become liable in consequence of damage or injury to any personal or other property occasioned by or arising out of the act, default or negligence of the Exhibitor, or their employees.

19. Cancellation By The Exhibitor

- i. Once a display space allocation has been made in accordance with the Condition 2 above, any Exhibitor who subsequently decides for any reason to withdraw from the Exhibition or reduce the display space allocation made shall immediately inform the Organiser in writing by registered letter. Upon cancellation, which shall be deemed to the date the letter is registered, the Exhibitor shall be liable to pay the following cancellation charges:
 - withdrawal 9 months or more prior to the commencement of the Exhibition – 25%
 - withdrawal 9 months or less prior to the commencement of the Exhibition – 50%
 - withdrawal 4 months or more prior to the commencement of the Exhibition – 100%
- ii. In the event of the Exhibitor giving written notice at any time prior to the Exhibition of the intention not to take possession of the display space allocated, or in the event of failure by the Exhibitor to take possession of the display space 2 days prior to the opening of the Exhibition, the Organiser will have absolute discretion to deal with the display space as is thought fit without being under any liability to refund or abate any charges paid or due herein except as detailed above.
- iii. In the event of the Exhibitor becoming bankrupt or making a composition with creditors or going into liquidation or being under any appointment of a receiver, the Organiser reserves the right to cancel any display space allocation without being under any liability to refund or abate any charges paid or due herein.

20. Change of Location, Curtailment or Change of Date of Exhibition

- i. In the event that the premises shall, in sole determination of the Organiser, become unfit or unavailable for occupancy by reason of fire, flood, tempest, acts of God or as a result of government intervention, malicious damage, strike, lockout, labour dispute, picketing, injunction or riot for which the Organiser has no control or should the Organiser decide that 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 Organiser shall incur no liability for consequential loss, damage or expense howsoever caused or incurred.
- ii. Under any of these circumstances the Organiser reserves the right to change the location and/or date of the Exhibition upon reasonable notice to the Exhibitor.

21. Exhibition Cancellation

In the event that the Exhibition is cancelled as a result of the circumstances set out in Condition 20 above and the Organiser is unable to make reasonable alternative arrangements, the Organiser shall refund a minimum of 50% of all charges paid by the Exhibitor to the Organiser but shall be under no further liability to the Exhibitor for consequential loss, damage or expense howsoever caused or incurred.

22. Insurance

- i. Third party claims. The Exhibitor is responsible for 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 Exhibitors 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 his or the act, omission of 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 for the duration of the Exhibition including the construction and dismantling periods.
- ii. 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. The Exhibitor must take out and maintain adequate insurance in respect for all such claims.
- iii. Loss of expenses. Exhibitors must insure against cost and expenses which they may incur in the event of the Exhibition being abandoned, cancelled, postponed or curtailed in whole or part for causes outside the Organiser's control since the Organiser accept no responsibility in such an eventuality.

23. Law Applicable

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