

# Terms and Conditions

## 1. Definitions

**Booking Form** means the booking form to which these Conditions are attached setting out the details of the Package as the Organiser may choose in its sole discretion to accept;

**Conditions** means these terms & conditions;

**Contract** means together the Booking Form and these Conditions; **Exhibition** means the exhibition referred to on the Booking Form (the timing of the Exhibition is classed as beginning on the day that build-up begins);

**Exhibitor, Sponsor and Showcase Exhibitor** means the person, firm, company or organisation that has contracted with the Organiser in respect of the Package;

**Exhibitor's Items** means all goods, services or promotional materials, which the Exhibitor promotes or displays at the Exhibition;

**Exhibitor's Personnel** means any employees, sub-contractors, clients, servants, agents or other representatives of the Exhibitor who attend the Exhibition;

**Force Majeure Event** means any event arising that is beyond the reasonable control of the Organiser (including, without limitation, venue damage or cancellation, industrial dispute, governmental regulations or action, military action, royal demise, epidemic, fire, flood, disaster, third party contractor/supplier failure, civil riot, acts of terrorism or war);

**Intellectual Property Rights** means trademarks, logos, trading names, rights in design, copyrights, database rights and all other Intellectual property rights or analogous rights, whether registered or unregistered, anywhere in the World;

**Materials** means all materials and information of the Exhibitor including, without limitation, logos, artwork and profile, required by the Organiser for the purposes of the Sponsorship;

**Organiser** means Future Health Expo Ltd, a company registered in England and Wales with company number 11977263 ;

**Package** means the Space and/or Sponsorship packaging in relation to the Exhibition as detailed in the Booking Form;

**Price** means the price payable by the Exhibitor in relation to the Package as detailed in the Booking Form;

**Space** means the exhibition space hired by the Exhibitor in respect of the Exhibition as detailed in the Booking Form;

**Sponsorship** means the sponsorship element of the Package as detailed in the Booking Form;

**Venue** means the Venue at which the Exhibition will take place, including any access points or storage areas.

## 2. Creation of the Contract

Once submitted to the Organiser, a Contract signed by the Exhibitor is irrevocable by the Exhibitor. The Organiser reserves the right to reject any Contract signed by the Exhibitor

## 3. Signatories

The person or persons signing the Contract on behalf of the Exhibitor shall be deemed to have full authority to do so and the Organiser shall be under no obligation to make further enquiries in order to corroborate this.

## 4. Price

The Exhibitor shall pay the Price (plus VAT) in cleared funds in accordance with the payment terms specified in the Booking Form. Without prejudice to any other right or remedy it may have if the Organiser does not receive the Price in cleared funds by the due date for payment, the Organiser shall be entitled to: (I) refuse the Exhibitor and the Exhibitor's Personnel entry to the Exhibition, and/or (II) refuse to provide any element of the Package.

## 5. Termination

5.1. The Organiser may terminate the Contract without liability immediately at any time by written notice to the Exhibitor if the Exhibitor: (i) has

committed a material breach of any of its obligations under the Contract and the Exhibitor and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Exhibition); or (ii) goes into liquidation, is declared insolvent, ceases to carry on business or suffers any analogous event in any jurisdiction. Without prejudice to any other right or remedy it may have, in the event that the Organiser terminates the Contract pursuant to this Condition 5.1, the Organiser shall not be required to refund any of the Price received from the Exhibitor and the Organiser shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Price, which will become immediately due and payable.

5.2. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain

in full force and effect.

## 6. Changing the date and Cancellation of the Exhibition

6.1. The Organiser reserves the right to change the date of the Exhibition or cancel the Exhibition at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which the Organiser considers makes it impossible, inadvisable or impracticable for the Exhibition to be held).

6.2. Where the Exhibition is cancelled and is not reasonably expected by the Organiser to be held in the following year the terms of this Condition 6.2 shall apply:

6.2.1 If the Exhibition is cancelled other than as a result of a Force Majeure Event the Contract shall terminate without liability provided that any proportion of the Price already paid will be refunded and the Exhibitor will be released from paying any further proportion of the Price;

6.2.2 The Exhibitor acknowledges that the provisions of this Condition 6 set out the Exhibitor's sole remedy in the event of changing of the date or cancellation of the Exhibition and all other liability of the Organiser is hereby expressly excluded.

## 7. Cancellation by the Exhibitor

The Exhibitor has no rights to cancel the Contract. No refunds will be given and the Price shall remain due and payable in full.

## 8. Changes to the Exhibition

The Organiser reserves the right without liability at any time and for any reason to make such changes to the format, content, venue and timings of the Exhibition as the Organiser, in its sole discretion, considers appropriate. If any such changes are made, the Contract will continue to be binding on both parties, provided that the Package may be amended as the Organiser considers necessary to take account of such changes.

## 9. Specific terms relating to Space

9.1. A Space-only site will be granted to the Exhibitor, the boundaries of which will be marked out by the Organiser. The Exhibitor's display must not occupy space outside the designated boundaries. The Organiser reserves the right at any time to make such alterations in the floor plan of the Exhibition or in the specification of the Space as the Organiser in its absolute opinion considers to be in the best interests of the Exhibition, including, without limitation, altering the size, shape or position of the Space. The Exhibitor must provide a stand design and, where necessary, technical drawings of its proposed stand to the Organiser not less than 28 business days prior to the opening of the Exhibition. Double-height, platform structures are not permitted. Complex structures must be approved by a qualified structural engineer. Electrical installations must be carried out by the Venue's official electrical contractor. Rigging must be installed by the Venue's official rigging contractor or be agreed by the Venue's official rigging contractor. A stand design is only approved by signature of the Organiser's Operations Director.

9.2. The Exhibitor will submit to the Organiser for approval prior to the commencement of the Exhibition any Exhibitor's Items, which it wishes to display in the Space. No Exhibitor's Items shall be displayed in such a way that, in the Organiser's opinion, they obstruct the light, impede the view along the open areas or gangways of the Venue or cause inconvenience to or otherwise restrict the display of any other exhibitor's stand goods or promotional material. The Organiser reserves the right without liability to remove any of the Exhibitor's Items which in the Organiser's opinion contravene any law, infringe the Intellectual Property Rights of any third party, are likely to cause offence or which otherwise do not comply with these Conditions.

9.3. The Exhibitor's use of the Space shall not constitute a tenancy.

9.4. The Exhibitor undertakes: (i) to occupy the Space in time for the opening of the Exhibition, (ii) at all times during the Exhibition to ensure that its exhibition stand is staffed by competent personnel and is clean, tidy and well-presented (failing which, the Organiser reserves the right without liability to arrange for this to be done at the Exhibitor's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Exhibition.

9.5. The Exhibitor is solely responsible for all aspect of the set-up of their own Space, including, without limitation, branding and dressing.

9.6. If the Exhibitor is in breach of the Contract or is otherwise engaged in any activity that might jeopardise the safety of the Exhibition or any Exhibition attendees, the Organiser reserves the right without liability to close the Exhibitor's exhibition stand.

## 10. Specific terms relating to Sponsorship

10.1. The Exhibitor shall: (i) provide the Organiser with all Materials within any deadlines specified by the Organiser, and (ii) comply with the Organiser's specifications in relation to all Materials. If the Exhibitor does not, the Organiser

reserves the right to refuse to print or otherwise use any or all of the Materials (but the Price in respect of the Sponsorship shall remain due and payable in full).

10.2. The Exhibitor shall ensure that all Materials: (i) are accurate and complete and do not contain any information which may cause offence or be defamatory, and (ii) do not infringe the Intellectual Property Rights of any third party.

10.3. Although the Organiser shall take reasonable care in the production of any material incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. All Materials are subject to the approval of the Organiser. The Organiser reserves the right to reject any Materials at any time after receipt.

10.4. The Exhibitor hereby grants to the Organiser a non-exclusive, royalty free licence to use the Materials and the Exhibitor's details in connection with the creation of any materials relating to the Exhibition. The licence pursuant to clause 10.4 of the terms and Conditions is for the use of any materials or details as directed by the Exhibitor and for the promotion of the Exhibitor's products or services. The Exhibitor acknowledges that, in view of the time and cost required in preparing such materials, in circumstances where the Contract is terminated the Organiser may at its discretion continue to use the Materials and the Exhibitor's details after termination of the Contract where the time and cost required to remove the same from any materials relating to the Exhibition cannot reasonably be justified by the Organiser.

10.5. If the Exhibitor is in breach of the Contract, the Organiser reserves the right without liability to refuse to use any Materials or provide any element of the Sponsorship.

#### 11. Sharing

The Exhibitor may not share the Space with any third party without the prior written consent of the Organiser. Any third party that the Exhibitor proposes to share its Space with must be identified to the Organiser in writing not less than 28 business days prior to the opening of the Exhibition and the Organiser's decision as to whether such sharing may be permitted is final. If and to the extent that the Exhibitor is permitted to share the Space, the Exhibitor shall remain responsible for the Space in its entirety and shall be liable for any breach of the terms of the Contract by any party with whom the Space is shared.

#### 12. Confidentiality

The Exhibitor will not supply to any third party any information, which has not been made available to the general public that it receives from the Organiser. Such information includes but is not limited to information and data about the Exhibition visitors, about other exhibitors and about the pricing of the Space. Any data supplied to the Exhibitor after the Exhibition will be supplied so in compliance with the Data Protection Act and must be used in compliance with this Act.

#### 13. Liability

13.1. The Organiser does not make any warranty as to the Exhibition or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any other exhibitor, sponsor or Exhibition attendee; or (ii) the benefit or outcome (commercial or otherwise) that the Exhibitor may achieve as a result of participating in the Exhibition. Except as set out in these Conditions, to the fullest extent permitted by law, the Organiser excludes all conditions, terms, representations and warranties relating to the Exhibition and the Package that are not expressly stated herein.

13.2. The Organiser shall not be liable to the Exhibitor for any loss or damage suffered or incurred by the Exhibitor in connection with the provision of any goods or services supplied by third parties in relation to the Exhibition and/or the Package, including, without limitation, the provision of utilities, freight shipment, transportation/delivery of materials and services supplied by third party contractors or the Venue owners. The Exhibitor acknowledges that services provided to the Exhibitor by the Organiser's official or recommended contractors are the subject of a separate agreement between the Exhibitor and the relevant contractor(s).

13.3. Subject to Condition 13.5: (i) the Organiser shall not be liable to the Exhibitor for any (a) indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of goodwill or any other type of economic loss, or (b) loss (or theft) of or damage to the person, property and effects of the Exhibitor, its employees or other representatives, and (ii) the Organiser's maximum aggregate liability to the Exhibitor under the Contract or otherwise in connection with the Exhibition and/or the Package shall be limited to the total amount of the Price paid by the Exhibitor.

13.4. On the condition that the Exhibitor will have sole conduct of proceedings, the Exhibitor shall indemnify the Organiser against: (i) any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Exhibitor, its employees, other representatives or subcontractors, and (ii) any loss, damage or expense suffered or incurred by the Organiser as a result of a

third party claim that either (a) the display of any Exhibitor's Items, or (b) the Organiser's receipt or use of the Materials, constitutes an infringement of the Intellectual Property Rights of any third party. The Organiser shall not settle any claim of Third Parties in relation to the Exhibitor's product or service without seeking prior agreement in writing.

13.5. Nothing in the Contract shall exclude or limit any liability, which cannot be excluded or limited by the applicable law.

#### 14. Insurance

14.1 The Exhibitor is required to be adequately insured to participate in the Exhibition. The Exhibitor shall take out and maintain at all times its own public liability and employee liability insurance against personal injury, death and damage to or loss of property for an adequate limit of indemnity.

#### **15. Dangerous materials**

The Exhibitor is expressly forbidden to bring any dangerous materials into the Venue. The Organiser reserves the right to require the Exhibitor to remove from the Venue any materials, which the Organiser it is sole discretion considers to be dangerous.

#### 16. Health and safety

The Exhibitor must comply with all relevant health and safety regulations or instructions given by the Organiser, the relevant authorities and/or the Venue owners. All materials used for building, decorating or covering of exhibition stands must be non-flammable. The Exhibitor is required to complete a health and safety declaration form and risk assessment upon request from the Organiser.

#### 17. Admission

The Organiser reserves the right to exclude or remove from the Exhibition any person whose presence the Organiser deems to be undesirable, notwithstanding that any such person is one of the Exhibitor's Personnel or otherwise connected or associated in any way with the Exhibitor.

#### 18. Limitation of rights granted

The Exhibitor's rights in relation to the Exhibition are strictly limited to those set out in the Package. The Exhibitor is not permitted to: (i) exploit any rights of a commercial nature in connection with the Exhibition; (ii) establish a website relating to the Exhibition; or (iii) otherwise promote or advertise its association with the Exhibition or the Organiser, except with the prior written consent of the Organiser. Nothing in the Contract shall be construed as granting to the Exhibitor any right, permission or licence to use or exploit the Intellectual Property Rights of the Organiser or any member of the Organiser's group of companies.

#### 19. General

19.1. The Contract shall be governed by and construed in accordance with English Law and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

19.2. The Organiser reserves the right to charge the Exhibitor interest at 4% above the SANTANDER base rate for late payment on any monies outstanding.

19.3. Unless otherwise stated in the Contract, no variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.

19.4. If any part of any clause, or any clause, of the Contract is found by any court or administrative body to be invalid, unenforceable or illegal, the other parts of such clause, or the other clauses of the Contract, will remain in force.

19.5. The Exhibitor acknowledges and agrees that it does not rely on any undertaking, promise, assurance, statement or warranty (whether in writing or not) of any person which relates to the subject matter of the Contract, other than as set out expressly in the Contract.

19.6. From time to time, the Organiser, the Venue owners and their respective representatives may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). The Organiser (and its employees, other representatives and sub-contractors) shall not be liable for any damage, loss or inconvenience suffered or incurred by the Exhibitor, its employees or other representatives by reason of any matter relating to the Works.

19.7. The Organiser has a lien over all of the Exhibitor's Items for all sums owing to the Organiser or liabilities incurred by the Exhibitor until such sums have been paid or such liabilities have been discharged in full. Where the lien is not satisfied within 30 days of the date on which the Organiser gives notice of its intention to exercise the lien, the Exhibitor's Items may be sold and the proceeds of sale applied in or towards the satisfaction of the lien and all related charges and expenses. The Organiser must account to the Exhibitor for any surplus generated from such a sale.

19.8. The Exhibitor may not assign or sub-contract any of its rights or obligations under the Contract without the prior written consent of the Organiser.