

TERMS AND CONDITIONS Christmas & Gift Show 2011

1. The term "the Organisers" used in these regulations means HITF Ltd. The term "Exhibitor" includes any person, firm or company, corporation, institution or committee to whom space may be allotted in pursuance of these Regulations.
2. The Show will open on Sunday 9th January 2011, and close on Wednesday 12th January 2011, and will be open each day from 9th to 12th January inclusive from 9.00am to 6.00pm except the last day when the show finishes at 4pm. Exhibitors must also undertake not to trade before 9.00am on the opening day. 2011 will be a 4 day exhibition.
3. Application for space. All applicants who are agents for manufacturers must furnish the names of the firms they represent and the nature of the products, devices or processes to be displayed. The Organisers reserve the right to grant or refuse any application without giving reasons. The position and area of the space allotted shall be in the entire discretion of the Organisers. An allocation is only accepted so as to bind the Organisers if by letter of allotment. The granting of space passes no interest in land.
4. Charges for Stand Space. The charges for space will be in the entire discretion of the Organisers.
2011: Price per sq. metre £143.00 space only (includes carpet) £160.00 shell scheme (includes walls, fascia & carpet), Hall Q £163.00 per sq. metre (this includes standard electrical allocation) space only, £180.00 shell scheme (includes walls, fascia & carpet). Hall M Double Decker Stands - the second level will be charged at £70.00 per sq. metre. All prices are subject to VAT @ 17.50%
5. Payment for Stand Space. A deposit of 25% + VAT @ 17.50% based on your stand space request, will be issued in respect of the stand space applied for. No application will be considered until such deposit shall have been received. Upon receipt of notification of allotment of space the balance must be paid on demand. In the event of final payment not being made within twenty eight days of the dispatch of the notification if the allotment, the allotment is forfeit. The Organisers will not in any circumstances be liable to refund monies paid.
6. Transfer and Sub-Letting of Stand Space. Without the consent in writing of the Organisers an Exhibitor shall not transfer the whole or any space allotted him, nor divide nor share the space, nor exchange space with another Exhibitor, nor show on the space any products or processes except such as are manufactured or regularly sold by the Exhibitor.
7. Occupation of Stand Space. If an exhibitor has not occupied space allotted to him by 12 noon on Sunday 9th January 2011 all claims to such space will be forfeited, together with any payments or accrued due in respect thereof.
8. Erection of Stands on Open and Enclosed Sites. Shell schemes conforming to a general design theme over certain areas, will be provided but each Exhibitor shall be responsible for all costs of supplying and erecting any structures, fitments and lighting etc., additional thereto. Such additions as an Exhibitor may require must conform in every respect with the requirements of the Organisers and of the local or other competent Authority and of the Landlords of the Building. Exhibitors are deemed to have notice of all Regulations dealing with design and display, lighting, cleaning, fencing, protecting, etc., issued by the aforementioned bodies. Any person who in the opinion of the Organisers is carrying out work contrary to the requirements of the Organisers and of the local or other competent authority and of the Landlords of the Building, will be required to stop immediately and may be directed to leave the exhibition site.
9. Plans of Stands, Structural Display Units or Fitments on Open and Enclosed Sites. Plans for all stands, structural units or display fitments etc., other than mobile, standard shopfitments, must be submitted for the approval of the Organisers not later than the end of October, 2010. Any exhibitor wishing to erect a Double Decker Stand in Hall M must contact the Organisers for the special regulations controlling the erection of such structures. If an Exhibitor causes to be erected or continues to exhibit a stand, structural display unit or fitment, etc., which contravenes any requirements of the Organisers or Regulations of any of the aforementioned bodies, the Organisers shall be at liberty, at their discretion, either to exercise the powers given to them by Regulation 19 or to alter, demolish and or reconstruct the said Stand, Structural Display Unit(s) or Fitment(s), etc., and the Exhibitor shall repay to the Organisers all expenses so incurred.
10. Delivery and Removal of Exhibits, Goods, Etc. Exhibits may be delivered on and after Tuesday 4th January, 2011 and must be installed by Saturday, 8th January, 2011 and remain installed throughout the period of the Show as set out in Regulation 2. No goods may be brought into the Show after 8.30am on the days when the show is open and no goods may be taken out of the buildings during the Show without the consent in writing of the Organisers. All structures, exhibits and goods must be cleared away not later than 20.00 on Thursday, 13th January, 2011 in the Hotel. In the Halls clearance must be completed by 20.00 on Thursday, 13th January 2011. Responsibility for the reception, unpacking, staging and removal of exhibits and goods falls on the Exhibitor.
11. Display of Exhibits. Every Stand must be opened to the trade to view and be in charge of a competent representative of the Exhibitor throughout the whole period that the show is open. In the event of any infringement of this Regulation, the Organisers may do all acts for the due display of exhibits at the sole risk and cost of the Exhibitor, such action being without prejudice to its other powers under these Regulations. The Organisers reserve the right to refuse to admit, or to remove, any products, or exhibits or advertising matter or article in its absolute discretion, and no claim shall be made against the Organisers or any officer or servant of the Organisers for damage in respect of any such refusal or removal.
12. Decoration and Advertisements. Price lists, paper, advertisements etc., may only be distributed from, and decoration and display may only be put within an Exhibitor's Stand or on any Exhibitor's site and in no circumstances in or on public passages or premises. They must relate solely to the Exhibitor's own products or processes regularly sold by them. The Organisers will provide standard name titling for identification of stands and other sites and will undertake directional sign boarding.
13. Conduct of Exhibitors and their Employers. If any Exhibitor or Exhibitor's contractor, employee or subcontractor conducts himself in a manner which in the opinion of the Organisers is objectionable either to visitors or to Exhibitors or to the Organisers, such conduct may be treated by the Organisers as an infringement of these Regulations for the purpose of Regulation 19 hereof.
14. Exhibitor's Contractors. Exhibitors are required to give notice in writing to the Organisers of the names of Contractors approved by the Organisers with whom they propose to place orders for work in connection with the stand space allotted to them by the end of October 2010. The Organisers reserve the right to veto the employment of any Contractor without giving reasons. The Organisers shall, in their absolute discretion have

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the right without appeal to resolve any labour dispute arising in relation to the exhibition arising from any cause not the subject of an express provision of these Regulations. The Organisers recommend that Contractors who are members of the Event Supplier and Services association (ESSA) be used. Risk assessments and method statements must be obtained from such contractors and forwarded to the Organisers by the end of October 2010.

15. Liabilities.

- (1) **Liabilities and Indemnities**
The Organisers will not accept liability for loss of or damage to any exhibits at any time and howsoever caused and Exhibitors are advised to insure their exhibits against loss or damage, including risk of fire.
- (2) **Loss, Damage or Injury**
Exhibitors will be held responsible for loss of or damage or injury to property (including other exhibits) and persons however caused by themselves, their servants or agents, and the Organisers shall not be liable in respect thereof for any reason including the negligence of the Organisers, their servants, agents or employees.
- (3) **Organiser's Indemnity**
Each Exhibitor participating in the Exhibition agrees to indemnify the Organisers against all claims of whatsoever nature including any negligence on the part of the Organisers, their servants, agents or employees which may be made against the Organisers arising out of, or in any way connected with, such Exhibitor's participation in the Exhibition. This provision is specifically agreed by the Exhibitor to be show and reasonable.
- (4) **Organisers' Disclaimer or Liability**
The Organisers do not accept liability and will not be under any liability to Exhibitors or their employees, servants and or agents in respect of any direct or indirect damage, loss or injury to property arising out of or in any way connected with the Exhibition.

16. **Reproduction.** No object may be drawn, copied, photographed or reproduced in any shape whatsoever without the written consent of the Exhibitor which consent must be countersigned by the Organisers. No photographer may take photographs without the previous written authority of the Organisers.

17. **Postponement or Abandonment.** In the event of the show being postponed or abandoned from war, terrorism or from any other cause whatsoever, the Organisers shall be under no liability in any way whatsoever in respect of any expenditure or liability or loss incurred by Exhibitors under these Regulations. The Organisers shall not be liable for any loss which Exhibitors may sustain by reason of the local or other competent Authority intervening and preventing or restricting the use of any portion of the show or any premises or any part thereof in any manner.

18. **Regulations.** (1) These Regulations are subject to alteration, amplification or addition by the Organisers from time to time, and the Exhibitor shall be bound by these Regulations as modified from time to time by any such alteration, amplification or addition. (2) The Exhibitor shall observe and comply with the Regulations for the Landlords of the Building and any special Regulations of the Organisers relating to matters of safety, admittance, security and order for the time being in force.

19. **Infringement of Regulations.** In the event of an Exhibitor infringing any of the foregoing Regulations, or any other Regulations by which he has agreed to abide,

or any subsequent modifications thereof, the Organisers being hereby constituted the sole judge of what is an infringement, the Organisers reserve the right to cancel the Agreement between the Organisers and the Exhibitor and to eject the Exhibitor, his employees and goods, from the show, without any liability attaching to the Organisers or their representatives in any way whatsoever in consequence of such ejection nor shall such ejection release the Exhibitor from any payments or other obligations for which he may still be liable. In the event of the Organisers exercising to retain the goods of the Exhibitor, or to take such other legal proceedings against the Exhibitor as the Organisers may deem fit in respect of any monies due from the Exhibitor, his employees and goods from the show as aforesaid or otherwise.

20. **Bankruptcy, Etc of Exhibitor.** If an Exhibitor being a person or a firm shall become insolvent or bankrupt, or being an incorporated company shall go into liquidation, whether voluntary or compulsory or shall have a Receiver of its assets or any part thereof appointed by or at the instance of its debenture-holders, or whether, being a person, firm or incorporated Company, shall do or suffer to be done the equivalent under Foreign Law of any of the foregoing things the Organisers shall be deemed to have the same rights against the Exhibitor as if the Exhibitor were guilty of an infringement of the foregoing Regulations or any of them.

21. **Cancellation.** In the event that an Exhibitor either wishes to cancel his space booking or fails to meet any of the payment obligations (whether as to the amounts or dates of payments) detailed on the Stand Space Booking Contract then the Organisers reserve the right (but without being obligated to do so and without prejudice to any other right or remedy available to the Organisers) to apply the following cancellation charges and to reallocate such space.

Cancellation Occurring	Cancellation Charge
More than 9 months prior to Exhibition	25% of total contract price (plus VAT)
More than 6 months and less than 9 months prior to Exhibition	50% of total contract price (plus VAT)
Less than 6 months prior to Exhibition	100% of total contract price (plus VAT)

Any notice of cancellation must be received in writing and sent via Recorded Delivery Post.

The balance of the total cost will be invoiced not more than six months before the Exhibition. The Organisers payment terms for the balance are strictly 30 days from the date of the invoice. Under no circumstances will an Exhibitor be allowed to take part in the Exhibition if invoices are outstanding.

22. **Legal Charges.** Exhibitors will be liable for any legal fees incurred by the HITF Ltd in the collection of unpaid monies due.