

**BBC HAYMARKET EXHIBITIONS LIMITED**

**CONDITIONS OF BOOKING**

1. **Definitions**

In these Conditions unless the context otherwise requires reference to the singular includes reference to the plural (and vice versa) reference to any gender includes reference to the other genders and the following expressions shall have the following meanings:-

**"the Authorities"** the local authority (including without limitation, its Trading Standards Department), the Fire Authority, the environmental health officer and the Health and Safety Executive and any other authority claiming jurisdiction over the Exhibition and/or the Venue;

**"Booking Form"** the booking form for the Exhibition completed by the Exhibitor;

**"the Company"** BBC Haymarket Exhibitions Limited;

**"the Contract"** the contract between the Company and the Exhibitor resulting from acceptance by the Company of the Exhibitor's application for a Stand;

**"Exhibitor"** the company, firm or person described as the Exhibitor in the Booking Form;

**"Exhibition Handbook"** the handbook for the Exhibition referred to in Condition 7.4;

**"Exhibits"** exhibits and/or goods and/or services to be displayed and/or sold and/or provided by the Exhibitor on the Stand as stated in the Booking Form;

**"Exhibition"** the exhibition, show or event referred to in the Booking Form;

**"Exhibition Regulations"** the regulations drawn up for the Exhibition by the Company;

**"the Fee"** the total amount payable by the Exhibitor to the Company for the Stand including VAT as shown on the Booking Form;

**"Shell"** a Stand on which walling (except in the case of island sites), name board, ceiling grid and/or carpet is to be provided by the Company to the Exhibitor;

**"Stand"** the space at the Exhibition to be occupied by the Exhibitor whether or not the Exhibitor uses the space for a stand as such; and

**"Venue"** the venue at which the Exhibition is to be held.

2. **The Contract**

2.1 The Booking Form is an application by the Exhibitor for a Stand at the Exhibition. A legally binding contract will only come into existence when the Company accepts the booking in writing whether by counter-signing the Booking Form and returning a copy to the Exhibitor or otherwise.

2.2 So that the basis of the contractual relationship between the Company and the Exhibitor is completely clear, it is agreed that the whole of the Contract is to be found in the Booking Form and in these Conditions. Accordingly, there are no enforceable promises, terms, conditions, warranties or representations by either party, whether oral or written, including anything which would in the absence of this condition be implied by law, other than the terms set out in the Booking Form and in these Conditions.

2.3 In the course of negotiations leading up to the Contract, both the Company and the Exhibitor or their respective representatives may have made statements or forecasts about the Exhibition, including, for example, attendance figures, other exhibitors, exhibits or events which may form part of the Exhibition, the position of the Stand and/or the quality of exhibits. Because the Company's plans for the Exhibition may change and certain matters are not under the Company's control - for example, the Company cannot guarantee the attendance of other exhibitors or the public - each of the Company and the Exhibitor confirms that it has not entered into the Contract in reliance on any statement or forecast made by or on behalf of the other of them. Accordingly, any liability of either party for misrepresentation (whether or not the representation in question is of the same type as those set out in this condition) is expressly excluded. This exclusion does not apply to a fraudulent misrepresentation.

2.4 The Company will occupy the part of the Venue in which the Exhibition is held as a licensee of the owner of the Venue. In turn, the Exhibitor will be permitted to occupy the Stand as the Company's licensee. The Exhibitor will not obtain any right of exclusive possession or occupation of or any proprietary interest in the Stand.

2.5 The Exhibitor may not assign its rights under the Contract or sublet, part with or share occupation of the Stand or any part of it. Nonetheless, with the prior written approval of the Company, the Exhibitor may share occupation of the Stand with other companies which are in the same group as the Exhibitor or which are associated in business with the Exhibitor.

3. **Payment**

3.1 The Exhibitor will pay the Fee by the instalments (if any) shown on the Booking Form on the date(s) shown on the Booking Form.

3.2 If any payment to be made by the Exhibitor to the Company under the Contract is not paid on the due date for payment, the Exhibitor will pay to the Company interest on the amount overdue from the due date for payment to the date of actual payment at an annual rate

equal to 3 per cent above National Westminster Bank Plc's base lending rate for the time being in force, such interest will be payable both before and after any judgement or order is made against the Exhibitor by any Court of competent jurisdiction.

4. **Withdrawal**

4.1 The Exhibitor may withdraw from the Exhibition at any time by notifying the Company of its wish to withdraw in writing. In addition, the Company may by written notice to the Exhibitor accept non-payment by the Exhibitor by the due date for payment of any instalment of the Fee as notice of the Exhibitor's withdrawal from the Exhibition. In the event of the Exhibitor's withdrawal, a cancellation fee calculated in accordance with Condition 4.2, will become immediately payable by the Exhibitor to the Company.

4.2 The cancellation fee shall be calculated as follows:-

<u>Date of Withdrawal</u>	<u>Percentage of the Fee Payable</u>
More than 3 months before the Exhibition	50%
3 months or less before the Exhibition	100%

less in each case any part of the Fee already paid by the Exhibitor to the Company.

4.3 In the event of withdrawal the Company may resell or reallocate the Stand allocated to the Exhibitor. Even if it does so, the Company will be under no obligation to reimburse or reduce any payment made or to be made by the Exhibitor under Condition 4.2.

4.4 For the purpose of this Condition 4, withdrawal will be deemed to take place on the date upon which notice of withdrawal is received by the Company or given by the Company in the case of non payment by the Exhibitor of any instalment of the Fee.

5. **Allocation And Alteration of Stands**

The Company may make changes in the layout of the Exhibition between the time when the Contract is entered into and the Exhibition is held for any reason, including, for example, the need to accommodate additional features or events in the Exhibition or to comply with any requirements of the Authorities and/or the owner of the Venue. Accordingly, the allocation of a Stand number or description of a particular position on the plan for or the layout of the Exhibition is provisional and subject to alteration. If the size of the Stand shall be reduced as a result of any such alteration, the amount of the Fee shall be reduced pro rata to the reduction in the size of the Stand. In no circumstances will the Exhibitor be required, without the Exhibitor's prior agreement, to pay an increased Fee.

6. **Cancellation, Postponement or Change of Venue**

6.1 The Company may at any time cancel, postpone or move the Exhibition to another Venue if the Company thinks fit. The Company will notify the Exhibitor as soon as possible if the Exhibition is cancelled or postponed or moved to another venue. If the Exhibition is cancelled, the Company will repay to the Exhibitor (without interest) any instalments of the Fee paid by the Exhibitor to the Company and the Contract will be cancelled. If the Exhibition is postponed or moved to another venue, the Contract will remain in force for the new dates and Venue provided that the new dates and/or Venue are in the reasonable opinion of the Company appropriate for the Exhibition.

6.2 Except as expressly provided in this Condition 6, the Company shall have no liability in contract or in tort or otherwise to the Exhibitor arising out of or in respect of any cancellation or postponement of the Exhibition or of it being moved to a new Venue howsoever arising.

7. **Exhibition Regulations and Handbook**

7.1 The Exhibitor agrees to obey any reasonable instructions given to him by or on behalf of the Company in connection with the Exhibition.

7.2 In particular, the Exhibitor agrees to comply with the Exhibition Regulations. The Exhibition Regulations will cover such topics as:

- Stand design and presentation

- Erection and clearance of Stands
- Restrictions on permitted activities during the Exhibition
- Arrangements for celebrity appearances
- Exclusions of dangerous materials and fire precautions
- Compulsory Employers', Public Liability and Cancellation Insurance
- Trading Standards and Counterfeit Goods
- Electrical installation
- Admissions and passes
- Sound and radio equipment
- Storage of stock
- Stand opening times

7.3 The detail of the Exhibition Regulations varies from exhibition to exhibition. An example of regulations drawn up for a previous exhibition is available on request from the Company.

7.4 Approximately three months before the date of the Exhibition the Company will produce a handbook containing the Exhibition Regulations and other instructions and will send them to all Exhibitors. The Exhibitor agrees that he and any contractors retained by him will observe and obey the Exhibition Regulations and instructions contained in the handbook. Failure to do so will be a breach of the Contract.

7.5 The Authorities and the owner of the Venue may also impose certain requirements or regulations with regard to the Exhibition. These requirements may relate, for example, to health and safety, trading standards, procedures relating to emergencies, access to the Venue and parking. The Exhibitor agrees that he and any contractors retained by him will comply with any such regulations or requirements. If the Company has reason to believe that the Exhibitor is in material breach (which shall include the Authorities informing the Company that the Exhibitor is in material breach) of any such regulations and/or requirements the Exhibitor shall be in material breach of the Contract.

## 8. **Liability of the Parties**

8.1 In addition to its liability to pay the Fee, the Exhibitor will be liable:-

- (1) to pay any additional amounts which may be charged by the Company to the Exhibitor in accordance with the Exhibition Regulations or for goods or services provided at the Exhibitor's request to the Exhibitor by or on behalf of the Company;
- (2) to indemnify the Company and keep the Company indemnified against any claims made against or liabilities incurred by the Company as a consequence of any breach by the Exhibitor of any its obligations under the Contract or otherwise arising as a result of anything done or omitted to be done by the Exhibitor in connection with the Exhibition or at the Venue.

8.2 Although the Company and the owner of the Venue arrange for security at the Exhibition, the primary purpose of the security provided by them is to ensure the safety of the public at, and control of access to and egress from the Exhibition. The Company is not responsible for the safety of Exhibits nor of any other property of the Exhibitor or for the death or personal injury (except where such death or personal injury is caused by the negligence of the Company or by persons for whose actions the Company is legally responsible) of the Exhibitor's officers, staff, contractors, visitors or guests at the Exhibition.

8.3 Notwithstanding anything contained in the Contract (except in respect of any liability for death or personal injury caused by the negligence of the Company or by persons for whose actions the Company is legally responsible) the liability of the Company to the

Exhibitor under the Contract or otherwise arising out of or in connection with the Exhibition, whether in contract, tort (including negligence) or otherwise, shall not exceed the greater of:-

- (a) **the total amount of the Fee actually paid by the Exhibitor to the Company in accordance with the Contract; and**
- (b) **the amount recovered by the Company under any policy of insurance in respect of the claim made against it by the Exhibitor, plus the amount of any excess or deductible which, in accordance with the conditions of the insurance policy, is to be borne by the Company.**

**These limitations on liability do not apply in respect of any fraudulent misrepresentation.**

8.4 The Company will not be liable for the supply to the Exhibitor of any goods or services whether by the owner of the Venue or by any suppliers designated as official suppliers in the Exhibition Handbook or by anyone else.

8.5 In no circumstances will the Company be liable for any failure by it to perform any obligation under the Contract arising as a result of circumstances beyond the reasonable control of the Company.

8.6 In certain circumstances the Exhibitor may wish to organise activities or events on its Stand which are or may in the opinion of the Company involve some risk to participants or the public or other people at the Exhibition or their property. In those circumstances, the Company may require the Exhibitor:-

- (1) to enter into a separate indemnity by way of deed in favour of the Company and/or such other person as the Company may specify in respect of any liability arising from such activity or event; and
- (2) require the Exhibitor to obtain from participants a form of waiver and/or indemnity in terms approved by the Company.

The form of such indemnities and/or waivers will be contained in the Exhibition Handbook.

8.7 For the purposes of Condition 8, the expression "the Company" shall include any corporation associated with the Company, including Haymarket Group Limited and any companies controlled by them and their respective officers, employees and agents

## 9. **Insurance**

9.1 The exhibitor shall carry Public Liability insurance against personal injury, death or damage to or loss of property by any cause whatsoever. Such insurance must be for a minimum of £2,000,000.

9.2 If the Exhibitor elects not to pay the Insurance Premium it shall provide the Organiser with a valid written certificate of sufficient insurance no later than 6 weeks prior to the start of the Exhibition. In the case of failure on the part of the Exhibitor to provide such a valid certificate, the Organiser will be entitled to terminate this Agreement forthwith and the Exhibitor shall be liable to pay in full for all monies payable under this Agreement to the extent not already paid on such termination. If an Exhibitor enters into this Agreement less than 6 weeks before the start of the Exhibition, the Exhibitor shall be required to either provide the Organiser with a valid written certificate of sufficient insurance or pay the Insurance Premium at the date of entry into this Agreement.

9.3 The Exhibitor shall also ensure that it has full indemnity insurance against the risks in respect of loss, damage, or injury to third party goods and persons.

9.4 Details of the cover will be shown within the official Exhibitor Manual. The Organiser's Exhibitor Insurance policy is arranged by AON Ltd (or other insurance brokers from time to time) with a recognised insurer and the Exhibitor is insured by such insurance. The Organiser acts as the agent of the Exhibitor in arranging such insurance and the Exhibitor hereby authorises the Organiser to act as its agent. An insurance certificate and full policy wording will be provided to the Exhibitor on request.

9.5 Any Exhibitor who requires cover for sums in excess of those stated or for risks not insured by the Organiser's policy should effect such additional cover on its own behalf. Exhibitors may contact the insurance brokers whose details are supplied in the

Exhibitor Manual and who may be able to assist in arranging additional cover where required. The Organiser does not accept any responsibility for any such additional coverage required or arranged by the Exhibitor.

10. **Height of Stands**

The normal height limit on display spaces or other items is 2.5 metres. The Exhibitor wishing to construct a display of over 2.5 metres must submit a proposal plan for approval by the Company and obtain written approval.

11. **Electrical Installation Sound and Visual Aid Equipment**

All electrical installation must be undertaken by the official electrical contractor as listed in the Exhibition Handbook and the Exhibitor will be responsible for settling accounts direct with the contractor. No electrical work may be carried out without the prior written approval of the Company and no device will be permitted if in the opinion of the Company it may become a nuisance to other exhibitors and visitors. The Exhibitor shall not use sound amplification equipment unless the sound is contained within the area of the space allotted to him. The Exhibitor shall ensure that any visual aid equipment for his stand shall also be sited so that intending viewers congregate within the limits of the Exhibitor's stand. The Exhibitor shall ensure that no leads connected to any device shall be taken outside the limits of the Exhibitor's allotted space.

12. **Admissions and Passes**

The Exhibitor shall ensure that any non transferable passes supplied to admit the Exhibitor and his workmen and mechanics are presented on request. If such a ticket is transferred or otherwise disposed of it will become immediately forfeited and no further ticket will be issued. The Company reserves the right to refuse admission to any person or persons to the Exhibition without giving any reason and to expel any person whose conduct or presence in the opinion of the Company renders such action desirable.

13. **Cleaning**

The Company will provide a cleaning service at no extra cost to the Exhibitor. The Exhibitor is required to place all rubbish from his stand accessible for the cleaners each evening. The Exhibitor shall be responsible to see that his stand is clean and in good order at all times. In the event that the Exhibitor fails to do this to the satisfaction of the Company, the Company may at the Exhibitor's expense, clean and tidy the Exhibitor's stand.

14. **Show Guide**

The Company will normally publish an official guide to the Exhibition. The Exhibitor agrees to provide such information to the Company as is required by it in connection with the guide. The Company will not however have any responsibility for any omissions or errors which may be made in the guide unless such omissions or errors have been drawn to the Company's attention in writing by the Exhibitor by the dates which are specified in the Exhibition Regulations.

15. **Data Protection**

15.1 The Company may disclose data and information relating to the Exhibitor (including, without limitation, data relating to its representatives, employees, agents, officers or contractors) ("Data") to any purchaser or proposed purchaser of either the Company or any business or part of a business operated by the Company.

15.2 The Company may also disclose Data to third parties (including, without limitation, the Authorities) if it is under (or reasonably believes it is under) a duty to disclose or share Data in order to (1) comply with any legal obligation, or (2) enforce or apply the Contract or any other agreements relating to the Exhibition, or (3) protect the rights, property, or safety of the Company, its customers, or others. This includes exchanging Data with other companies and organisations for fraud protection and credit risk reduction and in connection with the show guide referred to in Condition 14.

15.3 The Company may transfer Data to, and store it at, a destination outside the European Economic Area.

15.4 For the purposes of the Data Protection Act 1998, the data controller of the Data is BBC Haymarket Exhibitions Limited of 174 Hammersmith Road, London W6 7JP, and all queries in relation to the use of Data should be directed to BBC Haymarket Exhibitions Limited at the above address.

16. **General**

- 16.1 If the Exhibitor commits any breach of its obligations under the Contract (and if the breach is remediable, fails to remedy it within a reasonable time) the Company may exclude the Exhibitor from the Exhibition and/or require the Exhibitor to leave the Venue immediately and shall (without prejudice to the other rights of the Company) be entitled at the Exhibitor's cost to remove the Exhibitor's Exhibits, property and personnel and any person to whom the Exhibitor may have issued a pass for the Exhibition from the Venue. The Company may at the Exhibitor's cost return the Exhibits and/or the Exhibitor's property to the Exhibitor at the address specified in the Booking Form or may destroy or otherwise dispose of the Exhibits or such property as the Company thinks fit.
- 16.2 Any notice, agreement, consent or approval to be given by or to the Exhibitor under the Contract must be in writing.
- 16.3 The Contract is governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 16.4 No alteration, addition, amendment or waiver to the Contract shall be binding on the Company or the Exhibitor unless it is in writing and signed by a person duly authorised to do so by the Company and the Exhibitor.