



## TERMS AND CONDITIONS

**1 DEFINITIONS.** In these Terms and Conditions the term “EXHIBITOR” means any company, firm or person who makes or has made application which is or has been accepted for space in the Exhibition, or any Agent, representative or Employee of the Exhibitor. The term “EXHIBITION” refers to the EMC York 2004 Exhibition and where the term “ORGANISERS” appears it refers solely to York EMC Services Ltd.

**2 THESE TERMS AND CONDITIONS** shall be construed in accordance with English law and any disputes resulting from an interpretation of the Terms and Conditions shall fall to be settled by an English Court. No alteration or variation of these Terms and Conditions shall be effective unless specifically agreed in writing by the Organisers.

**3 DURATION OF EXHIBITION** The Exhibition shall be deemed open from 9.00 am. until 5.00 pm on July 1 & 2 2004.

**4 APPLICATION** for Space. Applications for space must be made on the Official Order Form overleaf. Any payments not made on the due date may attract interest at 4% per annum over the base rate from time to time of HSBC Bank plc from the due date until actual receipt by the organisers.

### 5 CANCELLATION OF SPACE

a) If an Exhibitor wishes to cancel a stand space order:

- (i) written notice thereof must be forwarded and received by the Organiser by prepaid Recorded Delivery post; and
- (ii) cancellation charges must be paid in accordance with the schedule shown below:

Cancellation Occurring	Cancellation Charges
By or before April 5th 2004	20% of total cost
After April 5th and before May 31st 2004	50% of total cost
On or after May 31st 2004	100% of total cost

b) In the event that an Exhibitor fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Stand Order the Organisers shall be entitled (but without obligation to do so) to cancel the Order and make the cancellation charge due at that time according to the schedule shown above.

c) The Organisers may re-sell or reallocate cancelled stand space and shall be under no obligation to reimburse all or part of any cancellation charges.

**6 REDUCTION OF SPACE** Where an Exhibitor wishes to reduce the size of his space booking after allocation of space, notification must be received in writing. The Organisers reserve the right to apply the scale of Cancellation Charges outlined above to the total cost of the area by which the original booking has been reduced, and to reallocate the area in question.

**7 RELOCATION.** For the avoidance of doubt any Contract between the Organisers and the Exhibitor for exhibition space is only for an amount of such space and no acceptance by the Organisers of the Exhibition’s Stand Order Form or allocation of the Exhibitor’s name to any particular part of any Exhibition floorplan will constitute any agreement, warranty or representation by the Organisers that the Exhibitor is entitled to exhibit at the Exhibition in such particular location and the Organisers reserve the right, without being required to give notice to the Exhibitor, to alter the layout of any exhibition floor-plan at any time and the position of Exhibitor’s stand space. Indeed, if the Exhibitor’s stand has additional space next to it the Organisers will make that space available to the Exhibitor, at a pro-rata cost. If the exhibitor does not require the additional space it will then be offered to the Exhibitors neighbours.

**8 SPACE NOT OCCUPIED.** Every Exhibitor must occupy the space allotted to him by the event’s opening time of the Exhibition. Any Exhibitor failing to do so will be deemed to have cancelled his space booking immediately prior to the exhibition. In this event, the Terms and Conditions relating to cancellation will apply and space may be offered to a new or existing exhibitor. A company failing to occupy its allocated exhibition space is also liable to pay a liquidated damages charge equal to any costs the Organisers may incur in furnishing, decorating or otherwise filling the unoccupied area to the benefit of the event and its exhibitors plus an administrative fee equal to 50% of such costs, applied solely at the discretion of the Organisers.

**9 BANKRUPTCY.** In the event of an Exhibitor becoming Bankrupt, committing an act of Bankruptcy, becoming insolvent, going into liquidation or having a receiver appointed in respect of any of its assets the Organisers reserve the right to terminate the Contract with the Exhibitor and the Terms and Conditions relating to cancellation shall apply.

**10 PROHIBITIONS OF TRANSFER.** Exhibitor may not assign, sub-let or grant licenses in respect of the whole, or any part of the space allocated to them, or assign or otherwise deal with their rights and obligations thereunder nor may any cards, advertisements, or printed matter of firms who are not bona fide exhibitors be exhibited or distributed on any stand.

**11 LICENSOR AND LICENSEE.** On the acceptance of this stand order by the Organisers, there is a contract between the Organisers and Exhibitor including these Terms and Conditions, subject to amendments as mentioned below, and as regards any space so allotted, the relationship of licensor and licensee shall exist between the Organiser and the Exhibitor, from the date of the Exhibitor occupying the space. In case of non-payment of any sum due from the Exhibitor, whether legally demanded or not or of the breach, or non-observance, by the Exhibitor of any of the Terms and Conditions herein contained, or any regulation to be observed by him, the Organisers shall have the right to revoke his license and re-enter upon the allotted space to remove and exclude the Exhibitor, and all persons therefrom without prejudice to the right to recover all sums payable by the Exhibitor hereunder and all other claim against him, and damages sustained by the Organiser.

### 12 INFORMATION AND CONDITIONALITY

a) Information supplied by the Organisers in relation to this exhibition is accurate to the best of their knowledge and belief but shall not constitute any warranty or representation by the Organisers and any inaccuracy or mistake therein or omission therefrom shall not entitle the Exhibitor to cancel this space booking. No warranty or representation is made or given by the Organisers as to the suitability of the Exhibition or its venue for the Exhibitor who is deemed to have made all necessary enquiries beforehand and satisfied himself as to all such matters.

b) Any order for stand space or any acceptance thereof by the Organisers shall not be conditional on the presence or location of any other exhibitor at the Exhibition or any other exhibition and any reference to such conditionality shall not apply to any Contract between the Organisers and the Exhibitor for exhibition stand space.

**13 POSTPONEMENT OR ABANDONMENT.** The Exhibitor shall not have any claim against the Organisers in respect of any loss or damage consequent upon the failure for whatsoever reason of the Exhibition being held or of the building becoming wholly, or partially, unsuitable or unfit for holding the Exhibition for reasons beyond the Organisers’ control. If by rearrangement or postponement of the period of the Exhibition, or by substitution of another location for the Exhibition, or by means of any other reasonable matter or thing, the Exhibition can be carried through, the contracts for space shall be binding upon all parties, except as to the size and position, as to which any modification, substitution or rearrangement considered necessary by the Organisers, shall be substituted for the original.

**14 EXHIBITORS’ INSURANCE** The Organisers are not responsible for the safety of any exhibit or other property of the exhibitor or other person, or for the loss damage or injury sustained by an Exhibitor or other person. This is whether by reason of any default in the Exhibition building caused by fire, storm, tempest, lightning, explosion, national emergency, war, labour disputes, strikes, lock-outs, civil disturbances, inevitable accident, force majeure or any other cause not within the direct control of the Organisers whether of the same kind or not. No responsibility can be accepted for any consequences of prevention, postponement, cancellation or abandonment of the Exhibition. Exhibitors should also secure their own insurance to cover all liabilities and risks in respect of all third party liability, as well as cancellation, termination or postponement of the Exhibition.

**15 EXCLUSION OF PERSONNEL.** The Organisers reserve the right to exclude or remove from the exhibition any person or persons whose presence, at the absolute discretion of the Organisers, is or is likely to be undesirable and the Organisers may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or is otherwise in anyway connected with the Exhibitor.

**16 THE STOCK ON DISPLAY** must comply with the Terms and Conditions of this contract.

**17 INDEMNITY.** The exhibitor shall indemnify and keep indemnified the Organiser against all claims, damages, actions, costs, expenses and all other liabilities which the Organiser shall suffer or incur by reason or on account of the Exhibitor’s use of or presence in the premises at which the Exhibition is held and any items he brings into such premises and any transactions carried out by him therein or thereon.

**No more than 2 personnel per exhibition stand!**