



SPACE TECH EXPO

EUROPE

TERMS AND CONDITIONS

In these rules and conditions the following words shall have the meaning set opposite same respectively:

Exhibition Space Tech Expo Europe

Organisers Smarter Shows (Tarsus) Limited

Owners The Landlords of the Building in which the Exhibition is to take place.

Exhibitor Any person or company to whom space is allotted at his or their request and his or their employees or agents.

Exhibit Any article referred to in the application for space.

Exhibit Goods: means the goods that the Exhibitor is exhibiting at the Exhibition.

Health and Safety Reasons: Decisions taken by the Organisers, acting in their sole discretion, in order to comply with the advice of relevant Authorities in relation to public health and safety.

Stand The area allotted to an Exhibitor/Sponsor and stand erected thereon.

Hall The Hall and any area or other rooms in connection with the Exhibition.

Authorities Any body legally authorised for making regulations in a relevant jurisdiction.

Contractors Any person, firm or company employed by the Owners or Organisers for erection, fitting out or other work on any Stand in the Exhibition.

Sponsor(s) Means any person who is paying to have their name attached to an event or part thereof for promotional purposes.

Online Exhibitor Portal: means the online portal to which all Exhibitors are given access on agreement to these Terms and Conditions.

1. Application for space must be made on the form provided by the Organisers and should contain details of the proposed Exhibit(s). The Organisers reserve the right to accept or refuse any application without assigning any reason.

2. The Exhibitor/Sponsor will be invoiced upon the Organisers' acceptance of this reservation. Payment terms are as follows:

Payment for exhibition space: 50% becomes payable 30 days from date of booking against our initial invoice; the balance of 50% will be invoiced 90 days before the exhibition, and is payable within 30 days.

Bookings made within 90 days of the exhibition start date will be invoiced 100%, payable 60 days before the exhibition. Bookings made within 65 days of the exhibition start date will be payable within 5 days;

Payment for other services, sponsorship etc: 100% becomes payable within 30 days of order date: or 7 days before the exhibition start date, if earlier.

3. The Sponsor shall be entitled to the particular benefits, typically promotional, as described in the relevant sponsorship contract.

4. The Exhibitor/Sponsor represents, warrants and undertakes the Organiser that:

a) The Exhibitor/Sponsor has the full power, right and authority to enter into a contract for space or sponsorship.

b) The Exhibitor/Sponsor has the full power, right and authority to advertise or sell the Exhibit Goods, including without limitation all relevant intellectual property rights in such Exhibit Goods.

c) It will not copy or otherwise reproduce any materials which are included in the Online Exhibitor portal or any other material provided by the Organiser or otherwise utilise or extract any information contained therein for any commercial purposes without the prior written consent of the Organisers.

5. Allotted Space:

(a) On official acceptance by the Organisers of an application for space, a contract shall arise between the Organisers and the Exhibitor/Sponsor making the application on these Terms and Conditions, and, as regards space allotted the relationship of licensor and licensee shall immediately arise and continue between the Organisers and the Exhibitor/Sponsor. In the case of non-payment of any sum payable by the Exhibitor/Sponsor to the Organisers or of the breaching or non-observance by the Exhibitor/Sponsor of these Terms and Conditions, rules or regulations to be performed or observed by it, the Organisers shall have the right to revoke his licence and to re-enter upon the allotted space and may remove and exclude the Exhibitor/Sponsor and all other persons therefrom without prejudice to the right of the Organisers to recover all monies payable by the Exhibitor/Sponsor hereunder and all other claims against him and any damages sustained by the Organisers.

(b) The Organisers reserve the right to amend the allotment of space to any Exhibitor/Sponsor for Health and Safety Reasons.

(c) Should any error arise in the allotment of space to any Exhibitor/Sponsor no liability in regard thereto shall rest on the Organisers. In such case the Organisers will endeavour without prejudice to offer a substituted arrangement but they do not bind themselves to do so. In exceptional circumstances, the Organisers reserve the right to change the position allotted to any Exhibitor/Sponsor and no liability in regard thereto shall rest on the Organisers and such a change shall not at any time permit the Exhibitor/Sponsor to repudiate the contract.

(d) The Exhibitor/Sponsor must occupy the Stand allocated to him by the show opening time on the first day of the Exhibition/Event as set out in the Online Exhibitor Portal. Any Exhibitor/Sponsor failing to do so will be deemed to have cancelled its space booking for the Stand unless it serves written notice on the Organiser requesting the space to be kept allocated to him. In this event the terms relating to cancellation will apply and the Organiser may resell or reallocate the Stand.

(e) The Organisers will be prepared only in exceptional circumstances to consider the reduction or modification as to size of space or the cancellation of their contract for space with Exhibitor/Sponsor and then only if the following conditions are complied with:

(i) that the request for cancellation or modification is submitted by email

(ii) that the reason given is in the Organiser's opinion well-founded.

(iii) that cancellation fees will be charged as follows:

- Cancellations and Refunds, exhibition space: bookings may be cancelled in writing within 14 days of date of booking without charge; cancellation after 14 days but before 90 days prior to the exhibition, 75% of total charges will be payable; cancellation at any time thereafter, 100% of charges will be payable; For the avoidance of doubt, any bookings made within 90 days of the exhibition, which are subsequently cancelled, 100% of charges will be payable;

- The Organiser reserves the right to take non-payment of its invoices for a period in excess of 90 days past invoice date, as notice by yourselves of cancellation of the booking. Our cancellation terms stated above will then apply;

- Cancellations and Refunds, other services, sponsorship etc. cannot be cancelled;

(f) Unless the Organisers have notified the Exhibitor/Sponsor of a reduction in Stand size as a result of Clause 7 (b) above, any reduction of Stand size will incur liability for a percentage of the full cancellation charge (as determined in accordance with Clause 7(e) but equal to the percentage of the space reduced.

(g) that agreement by the Organisers to such requests shall not prejudice any other rights that they may have against Exhibitors/Sponsors under this provision in connection with the Exhibition. The Exhibitor/Sponsor acknowledges that the cancellation fees referred to above represent a genuine pre-estimate of the loss which may be incurred by the Organisers as a result of cancellation and are not a penalty.

6. Stands: Construction, Maintenance and Liability

(a) All Stands other than island sites will be required to have a standard shell scheme or an alternative scheme acceptable to the Organisers. A full specification of the official shell scheme is available on request from the Organisers.

(b) All Stands and fittings must be substantially erected or placed and must conform to any regulations or bye laws of the local and/or other Authorities (including fire precautions) and to the regulations of the Owners and are subject to the approval of the Organisers who require the Exhibitor/Sponsor to submit plans in advance of erection or fitting. Such safety precautions in respect of stand fittings and Exhibits as may be required by any Authorities must be undertaken by and at the expense of the Exhibitor/Sponsor and Stand numbers must be prominently displayed. Detailed Stand regulations to which Exhibitors/Sponsors must conform will be published in an Exhibitor/Sponsor Manual, which will be sent to all Exhibitors/Sponsors.

(c) No Contractor for erection of a Stand or otherwise shall be entitled to enter the Hall without the written consent of the Organisers. Each Exhibitor/Sponsor must abide by the decision of the Organisers from time to time on all matters relating to the employment of labour in connection with the Exhibition. Exhibitor/Sponsor may not employ any person other than the Contractors (including the electrical contractors and compressed air contractor or plumbers) designated by the Organisers without written consent from the Organisers.

(d) The Organisers will advise Exhibitor/Sponsor in advance of the dates and times when exhibits and other properties can be received at the Hall. All goods must be brought in and taken out by the entrances and exits specified by the Organisers. All goods delivered to the Exhibition must be accompanied by or received by a representative of the Exhibitor/Sponsor, and cases must be unpacked on arrival. All labour for receiving, unpacking, placing in position and removal must be provided for by the Exhibitor/Sponsor but in default the Organisers may at the Exhibitor/Sponsor's expense and risk do whatever they may consider necessary in the interests of the Exhibition. Goods may not be delivered to nor removed from the Exhibition during the hours it is open to visitors except with the written permission of the Organisers.

(e) Every reasonable precaution will be taken by the Organisers to ensure the security and safety of the Hall, adjacent areas and the contents thereof (including all requirements which have been imposed for Health and Safety Reasons). However, the Organisers cannot be held responsible for any loss or damage that may befall the person or property of the Exhibitor/Sponsor from any cause whatsoever. Although the Organisers have affected liability insurance it is the responsibility of the Exhibitors to take up cover in respect of:

(i) Exhibits and contents of Stand against loss or damage by theft, fire and any other natural calamities, or any cause whatsoever

(ii) Expenses and losses incurred due to abandonment, curtailment or postponement of the Exhibition.

(iii) Bodily injury or illness to their representative or agent, or visitors in their Stand area, including the risk of contracting any disease whilst attending the Exhibition.

(iv) Any other liability due to the negligence, inadvertence or misbehaviour of the Exhibitor/Sponsor and/or their workmen, staff, representatives or agents.

7. **Insurance:** The Exhibitor/Sponsor shall be required to effect policies of insurance in respect of the following risks and hereby warrants that it has, or will obtain before the Exhibition, the following levels of insurance:

a) Employers Liability Insurance: Employer's Liability Coverage in the amount of legally required limits.

b) Commercial General Liability Insurance with limits not less than One Million Euros (€1,000,000) for each occurrence and Two Million Euros (€2,000,000) in aggregate, to include Combined personal bodily injury and property damage.

c) Automobile Liability Insurance with limits not less than One Million Euros (€1,000,000.00) for each occurrence and aggregate for bodily injury and property damage, including coverage for owned, non-owned, and hired vehicles, including loading and unloading operations



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The Exhibitor/Sponsor may not be permitted to attend the Exhibition if it has not complied with its obligations regarding insurance. The exhibitor may confirm their own insurance. The exhibitor may alternatively purchase an indemnity from Smarter Shows (Tarsus) Limited to benefit from the organiser's insurance. If you have not already opted-into the public liability insurance participation fee as part of this exhibition space booking – please contact your Account Handler / exhibition representative to discuss how to do this.

8. Contractors:

- (a) The Exhibitor/Sponsor agrees to observe the same conditions of tenancy as are accepted by the Organisers in their agreement with the Owners and in particular to refrain from doing anything contrary to the licences of the Authorities or the fire insurance policies covering the Hall. An Exhibitor/Sponsor shall not cut or damage floor or other parts of the walls or structure of the Hall nor shall any Stand interior fittings be attached to the roof, floor or other part of the Hall without the prior consent in writing of the Organisers. Any Exhibitor/Sponsor causing any damage to the Hall or to any person must pay for the same and hold the Organisers indemnified against the same.
- (b) The Organisers shall appoint an official contractor for electrical work on the Hall. The Organisers will also set out details of preferred contractors for refrigeration, furniture etc. in the Online exhibitor portal. The Exhibitor/Sponsor shall be responsible for settling all accounts directly with such contractors.
- (c) No Exhibitor/Sponsor shall not connect to or interfere with the electrical, gas, steam, water, or other fittings in the Hall without the prior consent of the Organisers and the Owners (as relevant), and any such consent will be subject in all respects to the rules and regulations of the competent Authorities as well as to the requirements of the Owners or Organisers or their contractors and shall be at the expense of the Exhibitor/Sponsor. The Owners and the Organisers or their contractors shall have the right to enter any Stand to examine, test, repair or renew any electrical fittings or to remove any defective apparatus.
- (d) Handbills and other printed matter may only be distributed from Exhibitors/Sponsors' own Stands. Exhibitor/Sponsor must not paste or otherwise affix or exhibit advertisements upon any part of the Hall. No article may be photographed, drawn, copied or reproduced, without the consent in writing of the Organisers. The Exhibition name, wordmark(s), logo(s) and associated graphic devices are the protected property of the Organisers and cannot be reproduced in any form, or for any purpose, without their written permission.

9. Organisers' Right to Cancel During an Exhibition

- a) If the Organisers reasonably believe that the Exhibitor is engaged or intends to 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 any applicable law, the Organiser may without being under any liability to refund or abate any charges paid or due herein, cancel any Stand allocation which may have been made to the Exhibitor and require him forthwith to vacate the Stand allocated to him and refuse the Exhibitor the right to participate further in the Exhibition.
- b) Canvassing for orders, except by the Exhibitor on his own Stand in the normal course of his business is strictly prohibited and in any such case the right of expulsion referred to in the paragraph below will become available. The distribution or display by the Exhibitor of printed or other placards, handbills or circulars or promotional items or other articles except by the Exhibitor on his own display space is prohibited.
- c) In the event of any Exhibitor/Sponsor or its representatives or employees conducting or having conducted himself on the Exhibition premises in such a manner as may be considered by the Organisers or any of their duly authorised officers to be objectionable or likely to cause obstruction he shall be expelled forthwith from the Hall and shall not be permitted to return during the remainder of the Exhibition. If the Organisers reasonably consider an Exhibitor/Sponsor is conducting himself in a manner such as may make it probable that persons doing business with such Exhibitor/Sponsor may be dissatisfied or that discredit may be brought upon the Exhibition, the Organisers may, by notice in writing to the Exhibitor/Sponsor, forthwith terminate its licence to occupy his Stand but without prejudice to any other rights or remedies which the Organisers may have against the Exhibitor/Sponsor
- d) If any of the Exhibitor/Sponsor's representatives are refused entry to the Exhibition for Health and Safety Reasons, and an alternative representative is not appointed.

In each circumstance above, the Organisers shall, without prejudice to the generality of the foregoing, be entitled to retain all monies paid by the Exhibitor/Sponsor and to receive all monies which may at the date of such termination remain unpaid and due to the Organisers.

10. Exhibitor/Sponsor Conduct During an Exhibition: The Exhibitor/Sponsor shall as appropriate:

- a) keep the Stand appropriately dressed and maintained and all exhibits open to view and the Stand adequately staffed continuously during the opening hours of the Exhibition and not to dismantle the Stand before the end of the Exhibition.
- b) remove all exhibits, structures, fittings, goods, rubbish and other items from the Hall brought into the Hall or generated by the Exhibitor/Sponsor or by its contractors, servants, agents or invitees by no later than the end of the dismantling period. The Organisers reserve the right to charge any Exhibitor/Sponsor the penalty imposed by the Hall owner in cases where these rules are broken.
- c) not do, cause, permit or suffer to be done anything which shall in the opinion of the Organisers constitute a nuisance or which may be an infringement of or contravene any licence held by the Organiser, the Owner or its appointed catering contractor and (without limitation) the Exhibitor/Sponsor shall ensure that sound levels emitted from the Stand shall not exceed those levels which in the opinion of the Organiser would cause disturbance to other Exhibitor/Sponsors or which would breach any laws, bye-laws or any other relevant rule or regulation.
- d) not do, cause, permit or suffer to be done anything that may occasion damage, disfigurement or injury of any kind to the Hall or to the person or property of the Organiser, Hall Owner or any other Exhibitor/Sponsor or any visitor.
- e) conduct business and distribute literature promotional items and other articles only from the Stand or any other areas expressly approved by the Organiser in writing and no other part of the halls and not take away buyers from the halls to other business premises. Gas filled balloons may only be used with the permission of the Organiser.
- f) not to undertake market research surveys without written permission of the Organiser.
- g) not to do, use on, or bring onto, or allow to be done, used or brought onto the Stand or any part of the Hall any act or thing which may render any extra or increased insurance premiums payable or make void or voidable any insurance of the Organiser or any adjoining or neighbouring Stands insurance.
- h) not to use the Stand or any part of the Hall for any illegal or immoral purpose or for betting or gaming.
- i) remove or procure the removal from the Exhibition or the Stand any person or persons or any advertising, other installation, materials or articles which, in the opinion of the Organiser is or may be undesirable, inappropriate, harmful (including harmful to the commercial interests of the Organiser offensive or obscene or illegal.
- j) close or procure the closure of the Stand if so requested by the Organiser pursuant to this clause 12
- k) Not exhibit products of companies not exhibiting at the show without the written permission of the Organiser. If such consent is given in writing, the exhibitor/sponsor shall be liable for obtaining any necessary permission from the company that owns the product in question
- l) Comply with all instructions which may be imposed by the Organisers for Health and Safety Reasons.
Any breach of the obligations above shall allow the Organisers to cancel these Terms and Conditions in accordance with Clause 11, and the Exhibitor/Sponsor shall vacate its Stand immediately.

11. LIMITATION OF LIABILITY, INDEMNITIES

(a) All exhibits, fittings, Exhibit Goods and all other materials and items brought into the Exhibition by the Exhibitor/Sponsor or the invitees of the Exhibitor/Sponsor shall be at the sole risk of the Exhibitor/Sponsor. The Organiser shall not be responsible for any loss or damage or theft to such exhibit, fittings or materials and items however caused. The Organiser shall not be responsible for the death or personal injury to the Exhibitor/Sponsor, agents or agents' contractors or other invitees of the Exhibitor/Sponsor save in the case of the Organisers negligence.

(b) The Exhibitor/Sponsor shall indemnify and keep indemnified the Organiser against all loss, damages cost charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:

- I. any breach by the Exhibitor/Sponsor of any of these Terms and Conditions; or
- II. any loss suffered by the Organisers as a result of default or negligence of the Exhibitor/Sponsor or any of its invitees; or
- III. any liability to or claim by any third party (including the invitees of the Exhibitor/Sponsor) which is the direct or indirect result of the Exhibitor/Sponsor's action or inaction.
- IV. The Exhibitor/Sponsor is responsible for and will indemnify and keep the Organisers against all injury, loss or damage of any kind arising as a result of the erection, use and dismantling of the booth and/or anything done on or from the Stand (including without limitation the exhibiting of, offering for and/or sale of goods or services) caused directly or indirectly by the Exhibitor/Sponsor or any invitee of the Exhibitor/Sponsor or visitor to the booth or by any exhibit or machinery or other item introduced by any such person.
- V. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the following shall apply

WITHOUT PREJUDICE TO THE OTHER PROVISIONS OF THESE TERMS AND CONDITIONS THE LIABILITY OF THE ORGANISERS TO THE EXHIBITOR/SPONSOR SHALL IN ALL CIRCUMSTANCES INCLUDING (WITHOUT LIMITATION) BREACH OF THESE TERMS AND CONDITIONS OR NEGLIGENCE (SAVE IN THE CASE OF DEATH OR PERSONAL INJURY CAUSED BY THE ORGANISERS NEGLIGENCE, OR ANY OTHER LOSS WHICH CANNOT BE EXCLUDED BY LAW) BE LIMITED IN AGGREGATE TO THE FEES PAID BY THE EXHIBITOR/SPONSOR OR £100,000 WHICHEVER IS THE GREATER. THE ORGANISER SHALL NOT IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BE LIABLE TO THE EXHIBITOR/SPONSOR (NEITHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOSS OF PROFIT, GOODWILL, REPUTATION OR OPPORTUNITY OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL LOSS OR DAMAGE EVEN IF THE EXHIBITOR/SPONSOR HAS ADVISED THE ORGANISER OF THE POSSIBILITY OF SUCH LOSS.

THE ORGANISER ACCEPTS NO RESPONSIBILITY IN THE EVENT OF CANCELLATION, ABANDONMENT, POSTPONEMENT OR CURTAILMENT, IN WHOLE OR IN PART, OF THE EXHIBITION/EVENT IN THE EVENT OF FORCE MAJEURE EVENT.

12. Restrictions of Exhibitors/Sponsors

- (a) Exhibitors/Sponsors shall not sell or give away or permit to be sold or given away in any part of the Hall any articles for human consumption, drinking or smoking other than such as are supplied by the Owners or their agents. Entertaining on Stands by dispensation of spirits, wines, beers, mineral waters, beverages and other refreshments either for eating or drinking must be done only in such portions of the Stands or offices as are not open to public view or entry. The Owners reserve the right to charge corkage on any bottle not bearing their mark or stamp.
- (b) Each Exhibitor/Sponsor shall in all cases comply with all requirements of the fire insurance officers and other Authorities concerned with the Hall and its protection. The Exhibitor/Sponsor shall be responsible for ensuring that each attendant or employee on the Stand is acquainted with the position and use of fire extinguishers in the Hall and knows the position of the nearest fire alarm.
- (c) In no circumstances shall any Exhibitor/Sponsor have or permit on his stand naked lights or oil lamps, explosives or articles of a dangerous, inflammable or objectionable nature, nor may temporary gas or electrical fittings be used in the Hall without written permission of the Organisers and the Owners and the authorised representative of either may remove any such article from the Hall.
- (d) No cinematographic, photographic, film, radio, television or any other apparatus which reproduces the words or actions of performers may be used in the Hall unless the consent in writing of the Organisers is first obtained, and if such consent be given each Exhibitor/Sponsor must observe and comply with such conditions as the Organisers shall impose and with all the regulations of the Owners and other Authorities of



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which Exhibitors/Sponsors are deemed to have notice and will be bound thereby.

(e). No demonstration of Exhibits may take place of a nature likely to cause obstruction in the gangway or interference with the business of other Exhibitors/Sponsors. The Organisers reserve the right to stop any demonstration without incurring any liability for any loss sustained by the Exhibitors/Sponsors. No Exhibitors/Sponsors shall conduct a competition, or offer prizes, unless written permission has been obtained from the Organisers

13: **Force Majeure:** In the event of the postponement abandonment or restriction of the Exhibition through the Hall in which the Exhibition is to take place becoming wholly or partially unavailable for any reasons whatever or through any failure of any of the services or facilities usually afforded to Exhibitors/Sponsors due to flood, fire, strikes, disputes, lock outs, failure of light, or power, any act of God, epidemic, strike, lock-out or any other circumstances beyond the control of the Organisers, the Exhibitor/Sponsor shall not have any claim against the Organisers for any liability or loss, and the Organiser shall be entitled to retain all monies paid and under these Terms and Conditions and unpaid by the Exhibitor/Sponsor or such part as the Organisers in their absolute discretion shall consider reasonable. Without prejudice to the generality of the foregoing, if by rearrangement or postponement of the period of the Exhibition or by use of another Hall, or any other arrangement which may be considered reasonable for Health and Safety Reasons, or by any other means considered by the Organisers to be reasonable, the Exhibition can in the opinion of the Organisers be carried through, these Terms and Conditions shall remain binding upon all parties except insofar as such rearrangement shall affect the size and position of the Stand. The Organisers retain a lien on all goods in respect of unpaid accounts and reserve the right to prevent the removal of goods until a settlement be made and to store them at the Exhibitor/Sponsor's risk and charge.

14. **Termination by Organisers Prior to Exhibition:** The Organisers shall have the right to terminate these Terms and Conditions, or postpone any Exhibition to which these Terms and Conditions relate, by serving 10 days' notice in the following circumstances :

- (a). In the event of an Exhibitor/Sponsor or an intending Exhibitor/Sponsor committing an act of bankruptcy or (being a company) going into liquidation (whether voluntary or compulsory, other than a member's voluntary winding up for the purpose of amalgamation or reconstruction), or any analogous event in any jurisdiction;
- (b) the Exhibitor/Sponsor materially breaching any of its obligations under these Terms and Conditions including payment of instalments within fourteen days of the due date whether demanded or not the contract made with the Exhibitor/Sponsor may be determined by the Organisers by notice in writing, and all the monies paid by the Exhibitor/Sponsor under such contract shall be forfeited without prejudice to the right of the Organisers to claim for breach of contract;
- (c) In the event that there is a 40% drop in registration numbers at the Exhibition.; and/or
- (d) the Organiser believes that it is reasonable to cancel or postpone the Exhibition for Health and Safety Reasons.

For the avoidance of doubt, in the event of postponement of any Exhibition in accordance with Clauses 16 (c) or (d) above, Organisers shall be entitled to retain Exhibitors/Sponsors' payment, and will inform them as soon as possible about timing and location of the postponed Exhibition.

15. Disclaimer

- (a) The Exhibitor/Sponsor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted Exhibitor/Sponsors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reasons.
- (b) Any Stand or sponsorship contract or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other exhibitor at the Exhibition or any other Exhibition; and
- (c) Whilst the Organisers shall organise and promote the Exhibition in such manner as it considers appropriate, it reserves the right to amend or vary the manner or methods of such organisation and promotion provided that the promotion of the Exhibition is not materially reduced or affected and therefore any statements made by or on behalf of the Organiser as to audience projections or methods of timing of promotion shall constitute only general indications of its promotion and organising strategy and shall not amount to any representation or warranty.

16. Miscellaneous

- (a) No Exhibitors/Sponsors shall assign, sub-let, underlet, grant any licence or in any way part with or divide any Stand allotted to him, nor shall any circulars, advertisements, photographs or other matter relating to any manufacturer or trader who is not an Exhibitors/Sponsors be displayed or distributed without the consent in writing of the Organisers.
- (b) Organisers reserve the sole rights of compiling and issuing any catalogue or list of Exhibitors/Sponsors and exhibits. The Organisers reserve the sole rights of printing and issuing invitations and tickets of admission, and only such invitations and tickets will be valid for the Exhibition
- (c) The Organisers reserve the right to alter, add to or amend these Terms and Conditions, or any of them, by notifying the Exhibitors/Sponsors in writing. The Organisers may, in writing, waive these conditions, or any of them, in any particular case, or cases, as they consider appropriate. No alteration, addition, amendment or waiver to or of these Terms and Conditions shall operate to release any Exhibitors/Sponsors from his obligations set out herein.(d) Persons under the age of 16 years are not permitted to enter the Hall at any time.

17. **Data Protection:** By agreeing to these Terms and Conditions, Exhibitors/Sponsors expressly consent, under all relevant data protection legislation (including, but not limited to, the EU General Data Protection Regulation and the UK Data Protection Act 2018), to the Organisers communicating with Exhibitors/Sponsors by telephone, post and email. The Exhibitors/Sponsors also agree that the Organisers may use their personal information for the following purposes: (i) Organisers' lawful purposes, and legitimate business interests, (ii) performance of contracts (iii) disclosure to Contractors who provide services at the Exhibition; (iv) disclosure to other members of the Organisers' group; (v) disclosure on the Online Exhibitor Portal; and (vi) to further develop its business and services to the Exhibitors/Sponsors. Please refer to the Organisers' Privacy Policy for more details.

18. **Governing Law:** These Terms and Conditions shall be governed by the laws of England and Wales and both parties agree to submit to the jurisdiction of the English Courts at all times.



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APPENDIX A

EXHIBITOR HEALTH AND SAFETY RESPONSIBILITIES

The Organisers have undertaken a generic assessment of the risks presented by the activities taking place in the halls during build up, breakdown and the open periods of the show. It is however essential that Exhibitors and Contractors are aware of their responsibilities in ensuring a safe working environment.

This document is intended as a brief guide only to draw your attention to your main responsibilities under Health and Safety legislation. Full rules and regulations and health and safety information are detailed in the Exhibitor Manual.

YOUR RESPONSIBILITY AS AN EXHIBITOR

As an Exhibitor, if you employ or contract out work on your stand, under Health and Safety legislation you are deemed the 'employer' and have certain duties to abide by. **You are directly responsible for the activities and health and safety of your Employees and the Contractors working on your stand and also for the safe use and maintenance of equipment.**

This duty applies during the build-up, open period and breakdown of the show. You are responsible for defining areas of responsibility with the contractors you employ. You have a duty to ensure that your contractors are competent and have undertaken the necessary risk assessments for the activities being carried out. It is your responsibility to ensure that the contractor's documents are accurate, valid and are being abided by during the tenancy.

These documents are a legal requirement under The Health and Safety at Work Act 1974 and subsidiary Health and Safety legislation. The Organisers have acquired all relevant documentation and satisfied themselves that the officially appointed contractors working on the show are competent in the tasks required of them. Therefore you will **not** need to request these details from the **officially appointed contractors** (eg stand fitting contractor for shell scheme etc)

CHECKLIST OF KEY RESPONSIBILITIES:

1. Appoint a competent person on your stand, responsible for Health and Safety for the build-up, open and breakdown periods. This person should oversee every element of your participation, with a specific responsibility for managing Health and Safety, including the provision of proper information and instruction, training and supervision of all parties concerned, throughout the show
2. If you are using a Contractor for the construction of your stand, obtain copies of your contractor's Risk Assessment and Method Statement. Ask to see training records and accident statistics. Take up references and ask to see proof of previous work standards – in short, **satisfy yourself that your contractors are reliable and competent. This is your legal responsibility.**
3. Produce a Risk Assessment for your activities onsite. You have a legal responsibility to consider and assess the risks involved in your activity onsite and to ensure all risks are removed, or controlled and minimised. In particular, if you are demonstrating machinery you need to ensure adequate guarding and control measures are in place and if your contractors are working at height they are obligated to wear the **appropriate safety equipment (hard hats/harnesses)**
4. Provide suitable training for, and information to, your staff and contractors regarding the onsite risks in order for them to understand the risks and fulfil their responsibilities safely
5. It is extremely important that you consider aspects of fire safety when designing and dressing your stand, and make sure you comply with Health and Safety legislation and the venue's rules and regulations. Please see the Exhibition Manual for full details and please ensure that your Contractors comply with the rules and regulations of the Organiser and Venue

Signature:

Email:



Smartershows™