

Purchase Order No. or Ref:		
Company:		
Address:		
Post Code:		
Contact:	Position:	
Tel:	Email:	

Invoices will be sent to the above address unless otherwise requested.

Please book the following stand at SMART INDUSTRY EXPO Exhibition 2022.

Stand No. [ \_\_\_\_\_ ]

Stand Dimension [ \_\_\_\_\_ ] x [ \_\_\_\_\_ ] metres

Stand Size [ \_\_\_\_\_ ] m<sup>2</sup>

Please tick relevant box

Space Only  @ £327/m<sup>2</sup>

Standard Shell Scheme  @ £359/m<sup>2</sup>

Shell Scheme Stand includes: Wall panels, Grey carpet, 2 x 120w spotlights, Fascia, Nameboard, 1 x 500w power socket (incl. power).

Shell Scheme Package  @ £374/m<sup>2</sup>

Shell Scheme Package includes: Wall panels, Grey carpet, 2 x 120w spotlights, Fascia, Nameboard, 1 x 500w power socket (incl. power), 4 x chairs, 1 x table and waste bin.



**The Shell Scheme Package is available to exhibitors booking stands of 9 square metres or over**

Please note the minimum size stand for space only is 15 square metres. An exhibitor with less than 15 square metres may elect to have space only, but they will be charged the standard shell scheme rate of £359/m<sup>2</sup>.

**All prices are subject to VAT within the UK.**

**Payment terms are:** An initial payment of 50 per cent payable by 31<sup>st</sup> March 2021  
A final payment of 50 per cent will be required by 31<sup>st</sup> December 2021

There is **no deposit** to pay on booking your stand, but the payment dates must be met. A copy of our standard terms and conditions can be found on the reverse of this form.

**Authorised Company Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

If you are returning this form by post please remember to copy it first

# The 2022 SMART INDUSTRY EXPO Exhibition, 5 - 7 April 2022

## National Exhibition Centre, Birmingham

### TERMS AND CONDITIONS

#### 1. General

(a) In these terms and conditions, the following expressions shall have the meanings assigned to them: "Exhibition" – the 2022 SMART INDUSTRY EXPO, "Organiser" – DFA Media Ltd., "Exhibitor" – Any person, firm, corporation or organisation who has contracted for a display space with the Organiser, "Premises" – National Exhibition Centre, Birmingham.

(b) These terms and conditions shall apply to all contracts between the Exhibitor and the Organiser relating to the Exhibition. Any variation of these terms and conditions shall only be binding if agreed by the Organiser in writing, including e-mail. No terms or conditions proposed by the Exhibitor shall be deemed to be incorporated herein unless expressly agreed by the Organiser in writing.

(c) The headings in these terms and conditions are for reference only and form no part of the contract between the parties.

#### 2. Booking Display Space

All bookings must be confirmed in writing by the Exhibitor. When the booking is received by the Organiser the contract will be binding on these terms and conditions.

#### 3. Allocation of Display Space

(a) Every effort will be made to allocate the display space ordered. (b) The Organiser reserves the right (i) to revise the floor plan, specifications and drawings without notice. (ii) to make a display space re-allocation at anytime and the Exhibitor shall accept a new allocation of space in place of that already allocated where the Organiser believes it to be in the general interest of the Exhibition. If space allocated to an Exhibitor is thereby reduced, there shall be an appropriate reduction in the price for the display space. Provided that where, in the reasonable opinion of the Exhibitor, such a reduced space is unsuitable to meet his requirements, the Exhibitor shall have the option, unless a more suitable site is offered by the Organiser's, to withdraw from the Exhibition and in such an event the Exhibitor shall be entitled to the return of such payments made to the Organiser's.

#### 4. Payment

(a) On booking the display space the Exhibitor becomes liable to pay the Organiser the whole of the display space charge. Cancellation of or amendment to display space will only be permitted with the prior written consent of the organiser's.

(b) Payment shall be made in two stages as follows: A fifty percent deposit is due for payment by 30<sup>th</sup> March 2021. A further fifty percent is due by 31<sup>st</sup> December 2021.

(c) Full payment must accompany any booking received after 31<sup>st</sup> December 2021.

(d) In the event that the Exhibitor becomes bankrupt or insolvent or, being a limited company, enters into voluntary or compulsory liquidation or suffers the appointment of a Receiver then the full price for the display space booked shall immediately become due and payable.

(e) Non-payment of any of part of any sum due as provided herein will give the Organiser's all or any of the following rights, which are in addition to any other rights the Organiser may have:

- (i) To impose a surcharge of 2% per month on the outstanding amounts
- (ii) To prohibit the exhibitor from erecting and/or occupying the display space
- (iii) To use the allotted display space in such a way as the Organiser thinks fit and to recover from the Exhibitor any expense in so doing
- (iv) To exercise a general lien or power of sale on all the Exhibitor's property in or about premises
- (v) To re-allocate the display space and enter into a contract with some other person to occupy the Display space
- (vi) To treat the contract as terminated
- (vii) To forfeit any monies paid by the Exhibitor
- (viii) To recover any losses incurred by the Organiser.

(f) All charges and prices are subject to VAT, which will be added at the appropriate tax point at the prevailing rate.

#### 5. Cancellation charges

(a) Where an Exhibitor gives the Organiser notice of his intention not to participate in the Exhibition, the Exhibitor is liable to pay the Organiser a proportion of the display space charge as follows:

Cancellation notified after 31<sup>st</sup> December 2021 – 100%  
Cancellation notified between 1<sup>st</sup> October 2020 and 31<sup>st</sup> December 2021 – 50%

The Organiser may re-allocate the display space.

(b) Where an Exhibitor fails to take possession of his display space, the Exhibitor shall pay the Organiser the whole cost of the display space, and the Organiser in its absolute discretion can deal with the display space as it deems appropriate.

#### 6. Display Space and Shell Scheme

(a) A shell scheme stand will be provided by the Organiser and is included in the charge. The shell scheme will comprise panelling, carpet floor covering, two spotlights and 500w power socket (incl. power) and a fascia board. Maximum build height for shell scheme is 2.4metres. Full details will be provided in the Exhibitors' Guide. Exhibitors wishing to erect specially built booths or displays instead of utilising the shell scheme must submit plans to the Organiser for approval before construction is ordered.

(b) The normal height limit on display spaces, displays or other items is **4.0 metres**. The Exhibitor shall not construct displays of over **4.0 metres** without obtaining the prior written approval of the Organiser.

(c) The Exhibitor shall arrange its display so as not to obstruct the general view, nor hide or interfere with other display spaces.

(d) The Organiser reserves the right to alter or remove any display which differs from the approved specifications or does not conform to the exhibition regulations or which extends beyond the Exhibitor's allocated area. The cost of such alteration or removal will be paid for by the Exhibitor.

#### 7. Removal of Exhibits

(a) No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organiser.

(b) The Exhibitor must surrender any shell scheme occupied in its original condition and shall make good and indemnify the Organiser for any damage done to the shell scheme or the Premises by the Exhibitor, its contractors, sub-contractors, employees, agents or invitees.

(c) Should the Exhibitor, its contractors, sub-contractors, employees or agents, fail to remove all their property or otherwise fail to vacate the premises by 4 pm, Friday 8 April 2022 for any reason whatsoever the Exhibitor shall indemnify the Organiser against all losses (including consequential losses), costs, claims, actions, proceedings, demands and expenses incurred by the Organiser as a result thereof.

#### 8. Use of Display Space

The Exhibitor may not:

(a) assign, sub-let, divide, share or grant licences in respect of the whole or any part of its display space or exchange display space with another exhibitor without the prior written consent of the Organiser.

(b) occupy less than nor more than the full extent of its display space.

(c) display or advertise goods or services other than those manufactured or used in the normal course of the Exhibitor's business.

(d) exhibit or distribute from any display space any cards, advertisements or printed matter of persons or firms other than the Exhibitor or subsidiaries of the Exhibitor or of the Exhibitor's ultimate holding company.

(e) engage in sales by auction, which are prohibited.

(f) canvass for business, distribute, display or circulate any printed matter or articles except from its own display space.

#### 9. Conduct

The Exhibitor shall comply with all regulations imposed from time to time by the Organiser in relation to the conduct of the Exhibition. In particular, without limitation to the generality of the foregoing:

(a) Exhibitors must comply with all requirements and regulations imposed by the proprietors or managers of the Premises, all Local Authority and other competent Authority regulations, and all regulations stated in the Exhibitor's Guide issued by the Organiser.

(b) Exhibitors shall permit the Organiser, its servants agents, contractors, and sub-contractors to pass and re-pass over the Exhibitor's display area for the purpose of gaining access to any part of the Premises.

(c) The Exhibitor and all its employees, agents, contractors, sub-contractors and invitees shall comply with all statutory, local, fire and electrical regulations and all other requirements to which the Exhibition may be subject.

(d) The Exhibitor shall do nothing at the Premises which is a breach of the law.

(e) The Exhibitor shall not cause or permit any damage to the Premises or its or any other Exhibitor's display area and in particular shall attach no nails, screws or similar items thereto.

(f) The Exhibitor shall keep exhibits, articles and goods clear of aisles and fire exits. The Exhibitor shall not cause annoyance or disturbance to other Exhibitors or visitors.

(g) The Exhibitor shall ensure that at least one person is always in attendance at the Exhibitor's display space whenever the Exhibition is open to the public and undertakes to have his exhibits on display and in good order.

(h) (i) The Exhibitor shall use only such contractors as the Organiser may nominate or approve in writing and the Organiser shall be entitled to refuse access to the Premises to any contractor not nominated or approved in writing by it.

(ii) The Exhibitor shall be responsible for settling all accounts directly with contractors including electrical work, and electrical current consumed both for lighting and power.

(i) The decision of the Organiser as to any matter which in the reasonable opinion of the Organiser is contrary to the best interests of the Exhibition or is not germane to the Exhibition or is not eligible to the Exhibition shall be final and binding upon the Exhibitor. If the Exhibitor shall fail to comply in any respect with the Terms and Conditions of this Agreement or fails to comply with any reasonable request of the Organiser or any person authorised by it in that behalf the Organiser shall have the right in its absolute discretion without notice to the Exhibitor to take whatever steps it deems appropriate including cancelling any display space allocation which may have been made to the Exhibitor and require it forthwith to vacate the display space allocated to it and refuse the Exhibitor the right to participate further in the Exhibition and to offer the Exhibitor's display space to another exhibitor or use the said display space in any other manner without being under any liability to refund any charges paid or due herein.

(j) The Organiser will, in the best interests of the Exhibition and in the light of its policy to monitor research and respond to marketing promote the Exhibition in a manner and in media it considers suitable to attract both Exhibitors and

visitors to the Exhibition of a kind germane to the Exhibition. The Organiser reserves the right to amend, alter, or vary the promotion and marketing of the exhibition at its discretion without notice to the exhibitor, including (and without prejudice to the generality of the foregoing) the cancellation, postponement, increase, decrease or other variation in amount of advertising space booked, mail-shots and/or other media coverage it thinks appropriate and without being under liability to refund or abate any charges paid or due here-in by the Exhibitor.

(k) The Organiser reserves the right in its absolute discretion to assign its interest in the Contract of which these Terms and Conditions form part.

(l) The Organiser reserves the right to alter, add to, amend, interpret and enforce these Terms and Conditions as it deems appropriate to assure the success of the Exhibition and no such alteration addition or amendment shall operate to release the Exhibitor from its contract.

#### 10. Limitation of liability and Indemnity

The Exhibitor exhibits at his own risk and accordingly:

(a) To the extent permitted by law:

(i) The Organiser, its agents and employees shall not under any circumstances whatsoever be liable for any death or personal injury or for any loss of or damage to property or otherwise (during the term of this agreement) from any cause whatsoever;

(ii) The Exhibitor shall be responsible for and indemnify the Exhibitor in respect of all claims, actions, expenses, costs or charges (whether arising from death, personal injury or loss of or damage to property or otherwise) arising in connection with the participation in the Exhibition (including erection and dismantling at Exhibition stands) by the Exhibitor, his agents, contractors, sub-contractors, employees or invitees; and

(iii) The Exhibitor shall also indemnify the Organiser against any claim made by any contractor, sub-contractor or agent appointed by the Organiser arising out of the failure of the Exhibitor, his agents, contractors or employees to perform in any way any contract entered into with such contractors, sub-contractors or agents.

(b) THE EXHIBITOR SHALL EFFECT APPROPRIATE INSURANCE COVER IN RESPECT OF THE FOREGOING RISKS IN SUCH MINIMUM SUM AS THE ORGANISER SHALL REQUEST AND SHALL PROVIDE TO THE ORGANISER ON DEMAND SATISFACTORY DOCUMENTARY EVIDENCE THEREOF

#### 11. Acknowledgement

(a) Commitments made by the Organiser's agents, representatives or employees are valid only if confirmed in writing by a director of the Organiser.

(b) Any representations to be binding on the Organiser must be specifically agreed to in writing by a director of the Organiser at the time of booking the display space.

#### 12. Force Majeure

Should the Exhibition be cancelled, curtailed or adversely affected by any cause not within the reasonable control of the Organiser including but not limited to war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, picketing, embargo, injunction, Act of God, or non-availability or suitability of the Premises for any reason, the Organiser shall be under no obligation to refund all or part of the sums paid by the Exhibitor in respect of its participation in the Exhibition and shall be under no liability to the Exhibitor or any other person in respect of any actions, proceedings claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor as a result thereof.

#### 13. Cancellation of Exhibition

The Organiser reserves the right to cancel any Exhibitor's booking and should it so do its sole liability shall be to refund all charges paid by that Exhibitor. In no circumstances shall the Organiser be liable for any loss (including consequential loss) or damage suffered by an Exhibitor resulting from such cancellation howsoever the same may be caused.

#### 14. Exhibitor's Guide

The Exhibitor will be provided with an Exhibitor's Guide which lists details of authorised contractors appointed by the Organiser. It also contains guidance and advice for Exhibitors and specific regulations relating to the build-up, breakdown and conduct of the Exhibition. The Exhibitor agrees to abide by the regulations and provisions contained in the Exhibitors' Guide.

#### 15. Passes and Tickets

Non-transferable passes to admit Exhibitors' attendants and contractors will be supplied free of charge to Exhibitors, and no Exhibitor, attendant or contractor will be admitted to the Exhibition without such pass being produced. Contractor's passes will be available only for the build-up and dismantling periods.

#### 16. Claims

(a) All claims must be submitted in writing to the Organiser and received within two weeks of the closing date of the Exhibition. Thereafter no claim or complaint will be accepted.

(b) The Exhibitor shall not be entitled to withhold payment of any amounts payable to the Organiser in relation to the Exhibition by reason of any dispute or claim by the Exhibitor in connection with the Exhibition or otherwise nor shall the Exhibitor be entitled to see off any amount which it is alleged payable or due from the Organiser against any amount payable to the Organiser in relation to the Exhibition.

#### 17. Law Applicable

These Terms and Conditions and any contract concluded herein will be governed by English Law and the parties shall submit to the nonexclusive jurisdiction of the English Courts.