

TERMS AND CONDITIONS

1. DEFINITIONS

In these terms and conditions (the "Terms") the following expressions shall, unless the context otherwise requires, have the following meanings:

Additional Regulations means the regulations issued by the Venue Owner in relation to Exhibitions held at the Venue.

Agreement means the agreement between the Exhibitor and the Organiser pursuant to which the Exhibitor agrees to purchase a Space Package at the Exhibition which shall incorporate the Application for Space Package, these Terms, the Exhibition Manual and the Additional Regulations.

Authorities means any body legally authorized for making regulations in a given jurisdiction.

Booking Confirmation means the application by the Exhibitor for a Space Package at the Exhibition made pursuant to Clause 3 below.

Charges means the aggregate fees charged by the Organiser to the Exhibitor pursuant to the Agreement.

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

Data Protection Laws means any applicable laws or regulations which governs the collection and processing of personal data (as amended or superseded from time to time) including (without limitation and as applicable) the Data Protection Act 1998, the EU Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the General Data Protection Regulation (EU 2016/679) (GDPR).

Dismantling Period means the period for removal of all Exhibits and Stands from the Venue.

Exhibit means any article so described by the Exhibitor and permitted by the Organiser to be exhibited at the Exhibition.

Exhibition means the Exhibition set out in the Application for Space Package including any sectional Exhibition associated with it.

Exhibitor means any person to whom Space Package at the Exhibition shall have been allotted pursuant to the Agreement and shall include all staff, employees, servants and agents of such person.

Exhibition Manual means the manual of information provided by the Organiser to the Exhibitor in relation to the Exhibition.

Health & Safety Reasons means 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.

Installation Period means the period for the installation of all Exhibits and Stands at the Venue.

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

Organiser means Footprint Brighton Ltd and its subsidiaries and/or others appointed by them to organise the Exhibition together with their agents, servants and workmen.

Personal Data and Processing shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly) and Personal Data Breach shall have the meaning given to it in the GDPR (as amended or superseded from time to time).

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

Stand Package means the area of space at the Venue allotted (Allotted Space) to the Exhibitor by the Organiser and all erections allotted thereon; and the relevant services provided by the Organiser which may include, but not necessarily be limited to, internet listings, access to PR and marketing teams, onsite first aid, invitations to events and functions, a level of cleaning and inclusion in associated print material. Further information on this will be available from the events team and provided in Exhibitor Manual.

Stand means the area allotted to an Exhibitor or Sponsor and all erections allotted thereon.

Venue means the Exhibition marquees in which the Exhibition shall take place.

Venue Owner means the proprietor of the Venue, together with its agents, employees and workmen.

2. DURATION OF EXHIBITION AND TIMETABLE

Details of the times and dates of:

- (a) the Exhibition;
- (b) the open hours of the Exhibition; (c) the Installation Period; and
- (d) the Dismantling Period

will be as stipulated by the Organiser in the Exhibition Manual or otherwise.

3. APPLICATION FOR STAND PACKAGE / SPONSORSHIP / COMPLIMENTARY AC.UK PASS

3.1 The Organiser reserves the right to accept or reject any Booking Form for Stand Package / Sponsorship from any potential Exhibitor, whether or not the application has been made on the Organiser's standard form and whether or not all or part of the payment for Stand Package / Sponsorship has been made.

3.2 A binding Agreement shall come into force only once both parties have provided written acceptance of this agreement.

3.3 The Organiser is not bound to accept a Booking Form for Stand Package / Sponsorship from a potential Exhibitor for the Exhibition even if it has accepted an application for Stand Package / Sponsorship from that Exhibitor for another Exhibition. There is no automatic right for an Exhibitor to participate in any subsequent Exhibition.

3.4 A signatory on a Booking Form for Stand Package / Sponsorship shall be deemed to have full authority to sign the Booking Form for Stand Package / Sponsorship on behalf of the Exhibitor and the

Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such authority.

3.5 Complimentary [ac.uk](https://www.ac.uk) tickets are for people whose sole employment is with an educational establishment or are within full time education. These is a limited number of tickets allocated per year. We reserve the right to cancel tickets booked under this offer if evidenced that the above is not the case.

4. OCCUPATION OF STAND

4.1 WhitespaceXPO are contracted to install all of the exhibitors stands, graphics, digital screens, furniture and electrical fixings. No external contractor will be allowed onsite and all deliveries to be via WhitespaceXPO

4.2 Subject to the rights of the Organiser in the Agreement, the Organiser hereby grants to the Exhibitor a licence to occupy the Allotted Space for the purpose of displaying Exhibits within the scope of the Exhibition for the duration of the Exhibition.

4.3 Space Only Stands are not available and cannot be constructed in the Allotted Space.

4.4 The Organiser and the Venue Owner shall be permitted to have access to the Stand and the Allotted Space at all times.

5. PAYMENT

5.1 The Exhibitor/Sponsor shall pay the Organiser in accordance with the payment terms set out in the Booking Form for Stand Package / Sponsorship. The Organiser reserves the right to refuse to let the Exhibitor/Sponsor occupy the Allotted Space and enjoy benefits of the Stand Package / Sponsorship if the Organiser has not received cleared funds of all payments due from the Exhibitor/Sponsor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Exhibitor/Sponsor shall pay to the Organiser in addition.

5.2 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.

5.3 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..

5.4 In consideration of the Exhibitor/Sponsor entering into the Agreement with the Organiser in accordance with the provisions of Clause 3 the Exhibitor/Sponsor agrees to hold all its (or its agents)

Exhibits, fittings, machinery, tools or other goods to the order of the Organiser pending receipt by the Organiser of all sums due and owing to the Organiser by the Exhibitor/Sponsor.

5.5 All Exhibitors/Sponsors who are not domiciled in the United Kingdom shall make all payments by credit card, bank transfer or by sterling cheque or bank draft drawn on a bank in the United Kingdom.

5.6 If there is any payment still due to the Organiser less than fourteen days before the opening of the Exhibition, the Exhibitor/Sponsor shall pay the Organiser by bank transfer or credit card. The Organiser reserves the right to refuse cheque payments. The Exhibitor/Sponsor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counterclaim or set-off against the Organiser.

6. ORGANISER'S PUBLICATIONS OR OTHER MEDIA

6.1 The Organiser shall be free to include in any form of media created by the Organiser (or on its behalf) in connection with the Exhibition, the Exhibitors'/Sponsors' name, logo or any other material or information supplied to the Organiser by the Exhibitor.

6.2 The Exhibitor/Sponsor shall ensure the accuracy of all material or information provided to the Organiser or directly used by the Exhibitor/Sponsor. The Exhibitor/Sponsor shall also ensure that any material or information is neither offensive, abusive, indecent, defamatory, obscene or menacing in any way.

6.3 The Exhibitor/Sponsor hereby grants to the Organiser a non-exclusive and royalty free licence to use the Exhibitor's/Sponsor's name and/or logo solely in connection with the Exhibition.

6.4 The Exhibitor/Sponsor warrants that the Organiser's (or sub-contractors) use or possession of the name, logo and any other material or information provided by the Exhibitor/Sponsor does not and will not infringe the Intellectual Property rights of any third party.

6.5 The Organiser may refuse to incorporate the name, logo or any other material or information provided to the Organiser or remove, delete or cover over such name, logo or material or information if the Organiser becomes aware that any such name, logo or material or information is in breach of this Clause 6.

6.6 The Organiser shall not in any event be responsible to the Exhibitor/Sponsor for any omissions, misquotations or other errors which may occur in the completion of any form of media in connection with the Exhibition.

7. CANCELLATION BY EXHIBITOR / SPONSOR / DELEGATE (f)

7.1 In the event that the Exhibitor/Sponsor:

- (i) requests to withdraw its Booking Form after acceptance by the Organiser; or
- (ii) fails to meet any of the payment obligations (whether as to the amounts due or dates of payment) detailed in the Agreement; or
- (iii) fails to occupy the Allotted Space by the opening time on the first day of the Exhibition,

THEN the Organiser reserves the right (but without being obliged to do so) to treat the Agreement as being cancelled and apply the following cancellation charges and to re-allocate the Stand/Sponsorship Package to another Exhibitor:

- If the cancellation occurs more than 12 months prior to the first day of the Exhibition: 10% of the Charges (Cancellation Charge)
- If the cancellation occurs more than 9 months and less than 12 months prior to the first day of the Exhibition: 75% of the Charges (Cancellation Charge)
- If the cancellation occurs less than 9 months prior to the first day of the Exhibition: 100% of the Charges (Cancellation Charge)

(b) If the Exhibitor wishes to withdraw its Booking Form, then written notice of such wish must be forwarded to and received by the Organiser by recorded delivery post by not later than the dates referred to in the table above.

(c) The Organiser shall not be obliged to accept the Exhibitor's/Sponsor's request to withdraw its Booking.

(d) Notwithstanding that the Organiser may re-sell or re-allocate the cancelled Stand/Sponsorship Package after cancellation by the Exhibitor/Sponsor, the Organiser shall be under no obligation to reimburse all or any part of a cancellation charge.

(e) The Exhibitor/Sponsor shall indemnify and hold harmless the Organiser against all expenses, costs, claims, losses and liabilities which the Organiser may reasonably suffer or incur in connection with the Booking including, without limitation, any charges and damages directly resulting from a cancellation.

(f) Delegate tickets are non refundable but names can be changed to other delegates up until show open. Delegate tickets can be transferable to the following year if attendance is not possible.

8. REDUCTION OF SPACE

Where an Exhibitor requests a reduction in the size of the Allotted Space included in the Stand Package, booked after acceptance by the Organiser of the Exhibitor's Application for Stand Package, then the Exhibitor must forward such request to the Organiser by recorded delivery post. The Organiser reserves the right to apply the scale of cancellation charges set out in Clause 7 above to the total cost according to the amount by which the original Allotted Space is reduced. The Organiser may re-sell or re-allocate the Allotted Space unused, but the Organiser shall be under no obligation to reimburse all or any part of the charge for reduction in the Allotted Space. There shall be no obligation on the Organiser to accept the request for reduction of the Allotted Space by the Exhibitor.

9. GENERAL OBLIGATIONS OF THE EXHIBITOR/SPONSOR

9.1 A full specification of the official shell scheme is available on request from the Organisers. This is supplied by CES and will cover the stand build, graphics, digital screens, furniture and electrical fixings.

(b) All Exhibits 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 installation 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. 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 working on behalf of an Exhibitor/ Sponsor 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) 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 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.

9.2 The Exhibitor /Sponsor shall:

(a) occupy the Allotted Space, ensure the Stand is appropriately maintained and that all Exhibits are in position no later than the end of the Installation Period;

(b) keep the Allotted Space appropriately dressed and maintained and all Exhibits open to view and the Allotted Space adequately staffed continuously during the opening hours of the Exhibition and not dismantle the stand before the end of the Exhibition;

(c) remove all Exhibits, fittings, rubbish and other items from the Venue by no later than the end of the Dismantling Period;

(d) not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the Allotted Space or any other part of the Venue, any articles of food, drink or tobacco other than those supplied by the Organiser, or its appointed catering contractor, or unless agreed in writing by the Organiser;

(e) not do, cause, permit or suffer to be done anything which shall, in the opinion of the Organiser, constitute a nuisance or which may be an infringement of or contravene any license held by the Organiser, or the Venue Owner, or its appointed catering contractor and (without limitation) the Exhibitor/Sponsor shall ensure that sound levels emitted from the Allotted Space shall not exceed those levels which, in the opinion of the Organiser, would cause disturbance to other Exhibitors or which would breach any laws, bye-laws or any other rule or regulation;

(f) not do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Venue or to any person or property of the Organiser, Venue Owner or any other Exhibitor/Sponsor or any other visitor;

(g) comply at all times with all applicable rules and regulations set out in the Exhibition Manual; and

(h) conduct business and distribute literature only from the Allotted Space and no other part of the Venue and not take away any visitors from the Venue to other business premises.

9.2 Only items which are, in the Organiser's opinion, within the scope of the Exhibition may be exhibited at the Exhibition or otherwise be displayed or made available from the Allotted Space. Goods, cards, advertisements or photographs of persons who are not Exhibitors/Sponsors may not be displayed.

9.3 The Exhibitor shall obtain, and maintain in force, insurance with a reputable insurance company in connection with its presence at the Exhibition. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Exhibitor shall take out insurance including (without limitation) public liability insurance for loss, damage or injury caused by the Exhibitor's negligence or default up to a value of £2million. The Exhibitor shall, on request by the Organiser, produce to the Organiser its insurance certificate(s) and evidence that all payments under such insurance policy have been paid up to date.

9.4 Each Exhibitor/Sponsor shall in all cases comply with all requirements of the fire insurance officers and other Authorities concerned with the Venue 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.

9.5 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.

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

9.8 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

9.9 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 Venue. 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.

9.10 The Organisers shall appoint an official contractor (CES) for electrical work on the Venue. CES will set out details of additional Power, refrigeration, furniture etc. in the Online exhibitor portal. The Exhibitor/Sponsor shall be responsible for settling all accounts directly with such the contractor.

10. POWERS AND DISCRETION OF THE ORGANISER

10.1 The Organiser shall be entitled to:

- (a) allocate to the Exhibitor a space other than the Allotted Space for which the Exhibitor has applied in the Space Package;
- (b) change the Allotted Space allocated to the Exhibitor at any time and if such changed area of such Allotted Space is smaller than the area specified in the Application for Space Package, the Organiser shall make a refund to the Exhibitor pro-rata to the amount of the area reduced;
- (c) alter the position or layout of the Exhibition and any stands including the Stand and Allotted Space;
- (d) refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence, in the opinion of the Organiser, is or is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor;
- (e) remove from the Allotted Space or the Venue at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these Terms;
- (f) alter the dates, opening hours and/or duration of the dates and duration of Dismantling Period and the total duration of the Exhibition; and
- (g) change or vary these Terms at any time, or permit exceptions in special circumstances.

10.2 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/Sponsor and require him forthwith to vacate the Stand allocated to him and refuse the Exhibitor/Sponsor the right to participate further in the Exhibition.

10.3 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/Sponsor of printed or other placards, handbills or circulars or promotional items or other articles except by the Exhibitor/Sponsor on his own display space is prohibited.

10.4 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.

10.5 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.

11. EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

11.1 All Exhibits, fittings and all other items brought into the Exhibition by the Exhibitor/Sponsor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible (other than where loss or damage is caused directly by the negligence of its employees) for any loss or damage to such Exhibits, fittings or items however caused.

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

- (a) any breach by the Exhibitor/Sponsor of any of the terms and conditions of the Agreement; or
- (b) any loss suffered by the Organiser as a result of default or negligence of the Exhibitor/Sponsor or any of its agents, sub-contractors, invitees or employees; or
- (c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor/Sponsor or any breach by the Exhibitor of the terms and conditions of the Agreement.

11.3 The Exhibitor/Sponsor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the Stand and anything done on or from the Allotted Space caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the Stand or by any exhibit or machinery or other item belonging to or introduced by any such person.

11.4 The total liability of the Exhibitor/Sponsor for a claim made by the Organiser in respect of loss or damage suffered by the Organiser for breach of this Agreement shall not exceed the greater of (a) the sums insured by the Exhibitor/Sponsor as per their obligation to maintain insurance outlined above at Clause 9.3 or (b) £2million. This Clause 11.4 shall not apply to any liability of the Exhibitor under Clause 24 (Data Protection).

12. LIMITATION OF ORGANISER'S LIABILITY

12.1 The Organiser does not make any warranty as to the Exhibition in general, and in particular in relation to the presence or absence or location of any other Exhibitor/Sponsor or potential Exhibitor/Sponsor. Whilst the Organiser shall act in good faith, the name of any Exhibitor/Sponsor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any Exhibitor/Sponsor is booked to attend the Exhibition provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Organiser that any such Exhibitor/Sponsor shall attend the Exhibition. The Organiser shall not be liable for the absence of other Exhibitors/Sponsors from attending the Exhibition.

12.2 The Organiser shall not be responsible for death or personal injury to the Exhibitor/Sponsor or employees, agents, contractors or other invitees of the Exhibitor/Sponsor save as a result of the Organiser's negligence.

12.3 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor/Sponsor, the Organiser or the Venue Owner or their servants, agents or employees.

12.4 Without prejudice to Clause 12.3, the total liability of the Organiser for a claim made by the Exhibitor/Sponsor in respect of loss or damage suffered by the Exhibitor/Sponsor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher of (a) twenty-five thousand

pounds (£25,000), or (b) the amount of all sums paid by the Exhibitor/Sponsor to the Organiser under the Agreement in relation to the Space Package.

12.5 The Organiser shall not in any event be liable for any:

- (i) indirect or consequential losses, damage, costs or expenses;
- (ii) loss of profit;
- (iii) loss of revenue; or
- (iv) loss of goodwill.

12.6 The Organiser shall not be liable for any claim made by the Exhibitor/Sponsor more than one year after the Exhibition or, in the case of a series of Exhibitions, the first such Exhibition which gives rise to such claim.

12.7 Except as set out in this Agreement, the Organiser excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Exhibition, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.

12.8 Each provision of this Clause 12 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

12.9 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 Organiser's negligence.

12.10 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:

- any breach by the Exhibitor/Sponsor of any of these Terms and Conditions; or
- any loss suffered by the Organisers as a result of default or negligence of the Exhibitor/Sponsor or any of its invitees; or
- 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.
- 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 all elements of the Stand erected by the Exhibitor/ Sponsor 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.
- Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the following shall apply

13. CANCELLATION BY ORGANISER/FORCE MAJEURE

14.1 If the Venue become unfit or unavailable for occupancy (such decision to be at the absolute discretion of the Organiser) or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, the Organiser reserves the right (but shall not be obliged):

- (a) to change the location and/or date of the Exhibition;
- (b) to curtail the Exhibition;
- (c) to reduce the Installation Period, Dismantling Period or the opening hours of the Exhibition; or
- (d) to cancel the Exhibition.

14.2 In the circumstances specified in Clause 14.1 and subject to Clause 14.3, the parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor/Sponsor.

14.3 If the Exhibition is cancelled in accordance with Clause 14.1 (d) the Exhibitor/ Sponsor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all Exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition, including a reserve established at the sole discretion of the Organiser for future claims and expenses in connection with the Exhibition.

14.4 In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all Exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition, including a reserve established at the sole discretion of the Organiser for future claims and expenses in connection with the Exhibition. The Exhibitor agrees and acknowledges that he will have no further claim whatsoever against the Organiser in respect of such cancellation.

14. DISCLAIMER

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15. TERMINATION AND WITHDRAWAL

Without prejudice to any other rights it may have, the Organiser may terminate the Agreement by notice in writing:

16.1 If the whole or any part of the amounts due from the Exhibitor/Sponsor to the Organiser are not paid within fourteen days of the due dates (whether formally demanded or not);

16.2 If the Exhibitor/Sponsor fails to observe and fulfil any of the terms of the Agreement;

16.3 If the Exhibitor/Sponsor shall have a receiver or administrative receiver appointed over all or any part of its assets or an application is made for the appointment of an administrator or an administrator is appointed or the Exhibitor/Sponsor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds of Arrangement Act 1914 applies or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act 1986 or the Exhibitor/Sponsor presents or has presented against him a bankruptcy petition or a bankruptcy order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value. Upon termination the Exhibitor/Sponsor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such termination.

16. EXHIBITION MANUAL

17.1 The Organiser shall provide to the Exhibitor/Sponsor an Exhibition Manual 180 days before the first day of the Exhibition which, inter alia, contains specific regulations with regard to the manner and conduct of the Exhibition. The Exhibitor agrees to abide by any relevant provisions contained in that Exhibition Manual.

17. ASSIGNMENT AND SUB-CONTRACTING

18.1 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.

18.2 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.

18.3 The Organiser reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor/Sponsor of any such assignment. This Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and (where the Organiser's written consent is given) the successors and assignees of the Exhibitor/Sponsor.

18. WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, policies, assurances, warranties, representation and understandings between them, whether written or oral, relating to its subject matter.

19. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

20. RIGHTS OF THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.

22. SEVERANCE

If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

23. APPLICABLE LAW

The validity construction and performance of the Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

24. DATA PROTECTION

25.1 The Exhibitor/Sponsor warrants and guarantees that it understands and is compliant with all Data Protection Laws. 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.

25.2. The Exhibitor/Sponsor agrees to indemnify and hold harmless the Organiser against all expenses, costs, claims, losses and liabilities incurred by the Organiser or for which the Organiser may become liable due to any failure by the Exhibitor/Sponsor to comply with Data Protection Laws including without limitation, due to any failure by the Exhibitor/Sponsor to implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

25.3 The Exhibitor/Sponsor shall promptly notify the Organiser if it suspects or becomes aware of any Personal Data Breach in respect of any Personal Data which has been collected by or on behalf of the Organiser.

FOOTPRINT+

The UK Property Event for a Zero Carbon Future

14-15 May 2025

Old Billingsgate

London

