

1. GENERAL

A. In the rules and regulations set out below the following expressions shall have the following meanings:

"Exhibition" - SALTEX 2023, 1st and 2nd November 2023
"Administrator" - Grounds Management Association (or its appointed representative, REGO)
"Exhibitor" - The person or company who has contracted for a stand/stands, or sponsorship
"Premises" - NEC Birmingham

B. These terms and conditions shall apply to all contracts between the Exhibitor and the Administrator relating to the Exhibition. Any variation of these terms and conditions shall only be binding if agreed by the Administrator in writing. No rules and regulations stipulated by the Exhibitor shall apply to any such contract unless expressly agreed by the Administrator in writing.

C. All bookings shall be made on the official booking form prescribed from time to time by the Administrator. Completion of the booking form by the Exhibitor shall constitute an offer to take exhibition space/sponsorship which shall only become a binding contract upon countersignature by the Administrator. The Administrator reserves the right to refuse to accept any offer without giving reasons, therefore.

D. Exhibits must comply with the applicable Local Authority regulations applying at the time and any regulations stated in the Exhibitors' Manual issued by the Administrator.

2. PRICE, SPECIFICATIONS AND DRAWINGS

A. All quotations and prices are exclusive of VAT which will be added to all invoices at the rate applying at the appropriate tax point.

B. Quotations may be withdrawn by the Administrator at any time prior to acceptance by the Administrator of the order and quotations shall be deemed to be withdrawn if the booking form is not received within 10 days of the date of quotation.

C. The Administrator reserves the right to alter prices set out in any list at any time prior to acceptance of the applicant's order.

D. While every effort is made to ensure that plans, specifications and drawings in the Administrator's catalogues and literature are accurate, the Administrator gives no warranty to this effect and shall have no liability in respect of any inaccuracy in such plans, specifications or drawings. The Administrator reserves the right to alter plans and specifications at any time without notice.

3. ALLOCATION, REDUCTION OR CANCELLATION OF STAND SPACE/SPONSORSHIPS

A. Cancellations of accepted orders and reductions in stands/sponsorships contracted for must be notified to the Administrator in writing. The Exhibitor must retain proof of delivery of the notice. Any agreed reduction in stand space shall be treated as a pro rata cancellation. A signed reservation of a stand confirms participation by the Exhibitor for the whole of the time when the Exhibition is open to the visitors. In the event of cancellation by the Exhibitor or failure to exhibit, the stand charges/sponsorship shall be paid to the Administrator as follows:

Cancellation charges: Up to and including 31st March 2023 – 20% of total cost
From 1st April 2023 to 30th June 2023 55% of total cost. Thereafter 100% of total cost.
In respect of all stand reduction and cancellation requests there will be an administration fee of £200.00 plus VAT.

The parties hereby agree that the above constitutes a genuine and reasonable estimate of the loss and costs which the Administrator would incur on a reduction or cancellation of the order by the Exhibitor.

B. The booking form constitutes a license to exhibit and not a tenancy. The Administrator reserves the right at any time and from time to time to make such alterations in the ground plan of the Exhibition as may in its opinion be necessary in the best interests of the Exhibition and to alter the shape, size or position of space allotted to the Exhibitor. No alteration to the space allotted will be made in such a way as to impose on the Exhibitor any greater liability for a license fee than that already agreed.

4. SPACE NOT OCCUPIED

A. Every Exhibitor shall occupy the full stand area booked, and only that area. Any space occupied outside of that booked by the Exhibitor will be surcharged at the advertised rate with immediate payment required by the Administrator

B. Should an Exhibitor fail to take up the stand allocated to it the Administrator reserves the right to deal with the stand so unoccupied as it thinks fit.

5. PROHIBITION OF TRANSFER

A. The Exhibitor may not share, assign, sub-let or grant licenses in respect of the whole or any part of its stand/sponsorship. No cards, advertisements or printed matter of persons or firms who are not bona fide Exhibitors may be exhibited or distributed from any stand provided that an Exhibitor may distribute cards, advertisements or printed matter in respect of companies or firms which are subsidiaries of the Exhibitor or of the Exhibitor's ultimate holding company.

6. LIABILITY

A. The Exhibitor shall indemnify the Administrator against all losses including consequential losses, costs, claims, actions, proceedings, demands, expenses, legal fees and disbursements incurred by the Administrator as a result of any dispute arising in relation to this agreement.

B. The Exhibitor shall be responsible for all personal injury or damage to or loss or destruction of property (including but not limited to the Premises) arising in connection with the Exhibitor's stand and anything permitted, omitted or done there on or there from during the period of the Exhibition or in the construction and dismantling periods provided that this results from the direct or indirect act or omission of the Exhibitor or any contractor, subcontractor, servant, agent or invitee of the Exhibitor or any other person present on the Exhibitor's stand or by any exhibit, machinery or other article or thing of or in the possession of or use of the Exhibitor or any contractor, subcontractor, servant, agent or invitee of the Exhibitor or any other person present on the Exhibitor's stand. The Exhibitor shall indemnify the Administrator and its servants, agents, contractors, sub-contractors and invitees of the Administrator in respect of all losses (including consequential losses) costs, claims, actions, proceedings, demands and expenses in respect thereof.

C. Should the Exhibitor, its contractors, sub-contractors, servants or agents fail to remove all their property or otherwise fail to vacate the premises by 16.00hrs on 4th November 2023 for any reason whatsoever the Exhibitor shall indemnify the Administrator against all losses (including consequential losses), costs, claims, actions, proceedings, demands and expenses incurred by the Administrator as a result thereof.

D. The Administrator and its servants, agents, contractors, sub-contractors shall not be liable for any loss or destruction of or damage to any property brought to the Premises by the Exhibitor, its contractors, sub-contractors, servants, agents or invitees no matter what the cause (including but not limited to negligence of the Administrator or of any servant, agent, contractor, sub-contractor or invitee of the Administrator) and the Exhibitor shall indemnify the Administrator and its servants, agents, contractors, sub-contractors and invitees in respect of any such loss or destruction or damage to such property whether it is the property of the Exhibitor or not.

E. The Premises owner and its servants, agents, contractors, sub-contractors shall not be liable for any loss or destruction of or damage to any property brought to the Premises by the Exhibitor, its contractors, sub-contractors, agents or invitees no matter what the cause (including but not limited to negligence of it or any servant, agent, contractor, sub-contractor or invitee of it) and the Exhibitor shall indemnify it and its servants, agents, contractors, sub-contractors and invitees in respect of any such loss or destruction of or damage to such property whether it is the property of the Exhibitor or not.

7. INSURANCE

A. The Exhibitor must take out adequate insurance in respect of all liabilities of the Exhibitor in relation to the Exhibition including but not limited to the liabilities referred in

Clauses 6, 11, 12 & 14. It is a legal requirement for the Exhibitor to provide the Administrator with proof of possession of public liability insurance cover to the value of £5million.

8. PAYMENT

A. After acceptance of the Exhibitor's order the Administrator will deliver an invoice in respect of 20% of the price of the Exhibition stand/sponsorship for payment within 30 days. An invoice for 35% will be issued on 31st March 2023 for payment by 30th April 2023. A final invoice for the balance (45%) will be issued on 31st May 2023 for payment by 30th June 2023. Exhibitors booking after the above dates will be expected to pay all instalments due at the time of acceptance of the booking by the Administrator.

B. In the event of non-payment of any invoice by the due date or should the Exhibitor suffer any incapacity preventing him from participating effectively in the Exhibition, or any bankruptcy, or insolvency or, being a limited company, enter into liquidation whether compulsory or voluntary or suffer the appointment of a receiver then the full price for the stand/sponsorship booked shall immediately become due and payable and in addition the Administrator shall have the right to cancel every contract with the Exhibitor in relation to the Exhibition or to suspend or continue such contract without prejudice to the Administrator's right to recover any loss sustained. The Administrator shall be entitled to statutory interest and compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and any statutory modification or re-enactment thereof from time to time in force.

C. The Exhibitor shall not be entitled to withhold payment of any amounts payable to the Administrator 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 set off any amount which it is alleged is payable or due from the Administrator against any amount payable to the Administrator in relation to the Exhibition.

9. ADVERTISEMENTS

A. The Administrator reserves the right to prohibit the display or dissemination of any advertisement or publication of any kind in relation to the Exhibition whether or not at the Premises, and the Exhibitor shall forthwith withdraw any such advertisement or application on notification by the Administrator. The Administrator will not normally exercise such rights in relation to the Exhibitor's normal commercial sales literature but nevertheless reserves such rights in relation thereto.

B. The Exhibitor shall not advertise or distribute its publications and printed matter at the Premises otherwise than from its stand.

C. The Exhibitor shall display its name and address at its stand and (if different) its address for service of documents and in relation to its stand shall comply with all legal requirements relating to the publication of its name and ownership at its place of business.

10. CONDUCT

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

B. The Exhibitor shall keep the gangways and walkways of the Exhibition adjacent to its stand free of all obstructions;

C. The Exhibitor shall not make or permit the making of any representations to the public save within the confines of the Exhibitor's stand and in particular shall not use or permit the use of any public address system;

D. The Exhibitor shall not stage demonstrations or events which cause or are likely to cause nuisance or obstruction to gangways or adjoining or facing stands. If music is required, full details must be submitted to the Administrator in writing and necessary permissions obtained from PRS, PPL and VPL;

E. The Exhibitor shall not show films or create excessive noise or use audio visual aids which cause or are likely to cause disturbance to adjacent stands. Exhibitors may be asked to cease such activities in the interest of the overall Exhibition. This may be overcome through the use of a booth rendered soundproof to the satisfaction of the Administrator;

F. The Exhibitor shall not conduct any competition or offer prizes or awards at the Exhibition without the prior permission of the Administrator;

G. The Exhibitor shall permit the Administrator, its servants, agents, contractors, and sub-contractors to pass and to re-pass over the Exhibitor's stand for the purpose of gaining access to any part of the Premises;

H. The Exhibitor shall and shall procure that all its servants, agents, contractors, sub-contractors and invitees comply with all regulations imposed by the Administrator and with all Fire Regulations and appropriate Health & Safety legislation;

I. The Exhibitor shall do nothing at the Premises which is a breach of any law or bylaw;

J. The Exhibitor shall not cause or permit any damage to the Premises or the stand package and in particular shall attach no nails, screws or similar items thereto;

K. The Exhibitor shall be entitled to dress its stand to its specifications using special lighting and other effects but only insofar as the structure of the stand is not altered and no inconvenience is caused to other Exhibitors and/or visitors (as to which the decision of the Administrator shall be final in cases of dispute). The Exhibitor shall use such contractors (if any) for stand dressing and the provision of services as the Administrator may nominate and the Administrator shall be entitled to refuse access to the Premises to any contractor not nominated by it. All stand dressing is to be subject to the approval of the Administrator and to any regulations which may be imposed by the Administrator from time to time. The Exhibitor shall not overload the electrical circuits provided to its stand;

L. The Exhibitor shall ensure that its stand and immediate surrounding area is at all times kept free of litter.

M. Empty cases and packaging belonging to the Exhibitor may not be stored on the Exhibitor's stands or on the premises and must be removed from the Premises by the Exhibitor or disposed of by the Exhibitor;

N. The Exhibitor shall ensure that at least one person is always in attendance at the Exhibitor's stand whenever the Exhibition is open to the public;

O. The Exhibitor is responsible for the cost of making good, restoring or renewing any case of serious dilapidation to any part of the Premises. The Administrator will inspect every site before erection and after dismantling and removal of stands. Dilapidation includes, by way of example only and in no way restricted to, marks caused by paint, bolt, screw or nail holes etc. In their own interests the Exhibitor should satisfy themselves as to the condition of sites both before erection and after clearance. The Exhibitor will also be responsible for any damage to carpet tiles and will be charged for their replacement;

P. The decision of the Administrator as to any matter of conduct referred to above and generally in relation to the Exhibition shall be final and binding upon the Exhibitor and if the Exhibitor fails to comply with the request of the Administrator or any person authorised to act on its behalf the Administrator may take whatever steps it deems appropriate to enforce compliance including instant termination of the contract between the Administrator and the Exhibitor relating to the Exhibition;

Q. The Exhibitor, its servants, agents, contractors, and sub-contractors if requested shall provide proof of possession of relevant risk assessments and Health & Safety policies;

11. CANCELLATION BY ADMINISTRATOR

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

12. POSTPONEMENT OR CANCELLATION AND EXERCISE OF RIGHTS

12.1 The Administrator may at any time by notice cancel, postpone or (if started) suspend the Exhibition, in whole or in part (a "Force Majeure Event") in the event of but not limited to:

- (a) an epidemic or pandemic (as defined by any recognised regulatory agency) or other health emergency;
- (b) an act of God, fire, explosion, flood, drought, or other natural disaster;
- (c) a terrorist act, threat of terrorism, strike, lockout, civil disturbance, protest, demonstration, riot, war, accident;

(d) the non-availability of the Exhibition hall for any other reason, the suspension of road or public transport or an order or action by an Authority making the Exhibition impractical;

(e) any other cause not within the Administrator's reasonable control.

12.2 The Administrator may at any time by notice, postpone or (if started) suspend the Exhibition, in whole or in part (a "Postponement Event") in the event of but not limited to:

(a) in the Administrator's opinion a shortage of bookings or other support by suppliers, Exhibitors, or visitors for the Exhibition;

12.3 If a Force Majeure or Postponement Event occurs the Administrator:

(a) may in its discretion determine whether it is feasible to hold the Exhibition in another place and/or at a later date;

(b) is not required to give any allowance or refund and may retain all Charges to date and all further Charges may remain payable

(c) Shall not be liable in any way to the Exhibitor, including, without limitation, in respect of any actions, claims, liabilities, damages, losses (including consequential losses), loss of sales, loss of opportunity, damage to reputation, or costs or expenses suffered or incurred by the Exhibitor, whether directly or indirectly, as a result of the cancellation, suspension, or postponement of the Exhibition; and

(d) may determine whether to terminate the Contract in whole or part.

12.4 The Administrator shall be entitled to exercise all or any of the rights, powers or discretions conferred on it by this paragraph 12 without assigning any reason. In no circumstances shall the exercise by the Administrator of any of these rights, powers or discretions give rise to any claim against it.

13. CLAIMS

All claims must be submitted in writing to the Administrator and to be valid must be received within two weeks of the closing date of the Exhibition. No claim or complaint will otherwise be accepted.

14. AMENDMENTS TO TERMS AND CONDITIONS

The Administrator shall be entitled to alter, add to, and amend any of these terms and conditions and no such alteration, addition or amendment shall operate so as to release the Exhibitor from its contract. The Administrator reserves the right to alter the dates of the Exhibition at any time. The Administrator also reserves the right to move the Exhibition to another venue if deemed necessary.

15. PROPER LAW

All contracts between the Administrator and the Exhibitor relating to the Exhibition shall be governed by and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the High Court.