

COMEXPOSIUM CEREALS LTD
CONDITIONS OF BOOKING FOR CEREALS 2022

1.) Definitions

In these Conditions of Booking unless the context otherwise requires reference to the singular includes reference to the plural (and vice versa) reference to any gender includes reference to the other genders and the following expressions shall have the following meanings: -

"the Authorities" the local authority (including without limitation, its Trading Standards Department), the Fire Authority, the Environmental Health Officer and the Health and Safety Executive and any other authority claiming jurisdiction over the Exhibition and/or the Venue;

"Booking Form" the booking form for the Exhibition completed by the Exhibitor;

"the Company" Comexposium Cereals Ltd

"the Contract" the contract between the Company and the Exhibitor resulting from acceptance by the Company of the Exhibitor's application for a Stand;

"Exhibitor" the company, firm or person described as the Exhibitor in the Booking Form;

"Exhibition Handbook" the handbook for the Exhibition referred to in Condition 9.4

"Exhibits" exhibits and/or goods and/or services to be displayed and/or sold and/or provided by the Exhibitor on the Stand as stated in the Booking Form;

"Exhibition" the exhibition, show or event referred to in the Booking Form;

"Exhibition Regulations" the regulations drawn up for the Exhibition by the Company;

"the Fee" the total amount payable by the Exhibitor to the Company for the Stand including VAT as shown on the Booking Form;

"Stand" the space at the Exhibition to be occupied by the Exhibitor whether or not the Exhibitor uses the space for a stand as such; and

"Venue" the venue at which the Exhibition is to be held.

2.) Admission Process

2.1 Applications for a stand can be submitted in person, via email or DocuSign. Applications for space should be made to the Company within the time limits stated by the Company.

2.2.1 All applications to the Exhibition are subject to examination by the Company which reserves the right to assess and verify the following non-exhaustive list of information: the creditworthiness of the applicant, the compatibility of the applicant's activities with the nomenclature of the Exhibition, the match between the Exhibits offered by the applicant and the positioning of the Exhibition, the neutrality of message that the applicant could deliver at the Exhibition, all proselytising and/or activism that could interfere with the smooth running of the Exhibition is strictly prohibited, applications coming from those who remain indebted to the Company or any company from the Comexposium Group and/or in dispute with the Company or any company from the Comexposium Group will not be considered.

2.2 The Company will notify the Exhibitor of its decision (approval or rejection of the application) by electronic mail.

2.3 In the case of the Company's approval of the application to participate to the Exhibition, the Company and the Exhibitor will be definitely bound by the Contract as described in Condition 3.2 of these Conditions.

3.) The Contract

3.1 A legally binding contract will only come into existence when the Company accepts the Exhibitors booking request by counter-signing the Booking Form.

3.2 So that the basis of the contractual relationship between the Company and the Exhibitor is completely clear, it is agreed that the whole of the Contract is to be found in the Booking Form, Exhibition Regulations and in these Conditions. Accordingly, there are no enforceable promises, terms, conditions, warranties or representations by either party, whether oral or written, including anything which would in the absence of this condition be implied by law, other than the terms set out in the Booking Form, Exhibition Regulations and in these Conditions.

3.3 In the course of negotiations leading up to the Contract, both the Company and the Exhibitor or their respective representatives may have made statements or forecasts about the Exhibition, including, for example, attendance figures, other Exhibitors, Exhibits or events which may form part of the Exhibition, the position of the Stand and/or the quality of Exhibits. Because the Company's plans for the Exhibition may change and certain matters are not under the Company's control - for example, the Company cannot guarantee the attendance of other Exhibitors or the public - each of the Company and the Exhibitor confirms that it has not entered into the Contract in reliance on any statement or forecast made by or on behalf of the other of them. Accordingly, any liability of either party for misrepresentation (whether or not the representation in question is of the same type as those set out in this condition) is expressly excluded. This exclusion does not apply to a fraudulent misrepresentation.

3.4 The Company will occupy the part of the Venue in which the Exhibition is held as a licensee of the owner of the Venue. In turn, the Exhibitor will be permitted to occupy the Stand as the Company's licensee. The Exhibitor will not obtain any right of exclusive possession or occupation of or any proprietary interest in the Stand.

3.5 All Exhibitors will remain within their allocated Stand space for the duration of the Exhibition. The area booked must be sufficient to accommodate the whole display, tent or marquee including guy ropes or protruding base plates, trailers and office caravans including tow bars and steps and sufficient room for manoeuvring onto site without encroachment onto adjacent stands and must allow for ground works such as sumps. Exhibitors of elevators, hoists, or other articles which necessitate ropes, wires or other supports, are required to take sufficient space to include such supports within the area for which they pay. The Company does not offer exclusivity to any Exhibitor, manufacturer and/or their products at their Exhibitions. The person(s) signing the Booking Form on behalf of the Exhibitor shall be deemed to have full authority to do so. The Company shall not be responsible should the Exhibitor claim that such person(s) did not have such authority. The person, firm or company entering into this agreement with the Company shall be liable under this agreement as a primary obligor notwithstanding that the agreement is entered on behalf of a third party.

3.6 The Company reserves the right to exclude any person, firm or corporate body from its Exhibitions who, in the opinion of the Company, has infringed their Conditions of Booking or is or may be guilty of conduct unbecoming an Exhibitor at an Exhibition organised by the Company, either at or in conjunction with an Exhibition. The Company may not be required to give a reason

therefore. The Company may refuse to accept any application for space, (even if received prior to the final closing date for entries), cancel any entry which may have been accepted, refuse admission of any proposed Exhibit, or order the removal of any Exhibit already delivered. If, under this condition, an application for space is refused or an allocation of space is cancelled by the Company, the Company will refund the application fee to the Exhibitor in full satisfaction of all claims against the Company.

3.7 Applications for space must specify the nature of all the Exhibits. Exhibitors shall not allow third parties' products or services to be used or promoted in connection with their Exhibits unless those third parties are Exhibitors in their own right at the Exhibition or part of a presentation staged by the Company. Where an Exhibitor is part of a larger organisation only products and services promoted by the Exhibitor may be exhibited. Products and services of a subsidiary associate or holding company can only be exhibited if the holding company is the Exhibitor (as the term holding company is defined in Section 736 of the Companies Act 1985). Sales of all products and services (including but not by way of limitation medicines and pharmaceutical products) must comply with the recommended specifications as laid down by statute or other appropriate regulations. When erecting a static or moveable display, Exhibitors must ensure that it is secure as failure to do so will render the display liable and subject to removal from the Exhibition. The Company reserves the right forthwith to close without compensation any Stand found to be in breach or potential breach of any statute or regulation, or to be exhibiting, displaying, promoting or selling any product or service without the prior approval of the Company or for any other valid reason which in the reasonable opinion of the Company renders such a Stand incompatible with the aims, ethos or reputation of the Exhibition.

3.8 (a) The Exhibitor may not assign its rights under the Contract or sublet, part with or share occupation of the Stand or any part of it. Nonetheless, with the prior written approval of the Company, the Exhibitor may share occupation of the Stand with other companies which are in the same group as the Exhibitor or which are associated in business with the Exhibitor.

(b) The Company acknowledges that Exhibitors may require the use of vehicles and/or equipment which are not Exhibits in connection with moving Exhibits into and away from the Venue, and/or in connection with the build-up and breakdown of the Stand. However, unless expressly authorised by the Company in writing, at its sole discretion, Exhibitors may neither display at or in the vicinity of their Stands any vehicle or equipment other than Exhibits nor use their Stands or Exhibits in any way for the purpose of promoting or advertising any such vehicles or equipment.

4.) Payment

4.1 The Exhibitor will pay the Fee by the instalments (if any) and on the date(s) shown on the Booking Form.

4.2 If any payment to be made by the Exhibitor to the Company under the Contract is not paid on the due date for payment, the Exhibitor will pay to the Company interest on the amount overdue from the due date for payment to the date of actual payment at an annual rate equal to 3 per cent above National Westminster Bank Plc's base lending rate for the time being in force, such interest will be payable both before and after any judgement or order is made against the Exhibitor by any Court of competent jurisdiction.

5.) Secure Payment and Proof of Transaction for Online Applications

5.1 In the event of online application, the Company informs the Exhibitors that the Exhibition website is protected by a secure payment system and the Company has adopted the ATOS SSL encryption procedure, which encodes and protects confidential information.

5.2 Unless proven otherwise, data recorded by the Company shall constitute proof of all dealings between the Company and the Exhibitor. Data recorded by the payment system constitutes proof of the financial transactions.

6.) Withdrawal

6.1 The Exhibitor may withdraw from the Exhibition at any time by notifying the Company of its wish to withdraw in writing. In addition, the Company may by written notice to the Exhibitor accept non-payment by the Exhibitor by the due date for payment of any instalment of the Fee as notice of the Exhibitor's withdrawal from the Exhibition. In the event of the Exhibitor's withdrawal, a cancellation fee calculated in accordance with Condition 4.2, will become immediately payable by the Exhibitor to the Company.

6.2 The cancellation fee shall be calculated as follows: -

<u>Date of Withdrawal</u>	<u>Percentage of the Fee Payable</u>
More than 6 months before the Exhibition	50%
6 months or less before the Exhibition	100%

less in each case any part of the Fee already paid by the Exhibitor to the Company.

6.3 In the event of withdrawal the Company may resell or reallocate the Stand allocated to the Exhibitor. Even if it does so, the Company will be under no obligation to reimburse or reduce any payment made or to be made by the Exhibitor under Condition 6.2.

6.4 For the purpose of this Condition 6, withdrawal will be deemed to take place on the date upon which notice of withdrawal is received by the Company or given by the Company in the case of non-payment by the Exhibitor of any instalment of the Fee.

7.) Allocation and Alteration of Stands

7.1 The Company may make changes in the layout of the Exhibition between the time when the Contract is entered into and the Exhibition is held for any reason, including, for example, the need to accommodate additional features or events in the Exhibition or to comply with any requirements of the Authorities and/or the owner of the Venue. Accordingly, the allocation of a Stand number or description of a particular position on the plan for or the layout of the Exhibition is provisional and subject to alteration.

If the size of the Stand shall be reduced as a result of any such alteration, the amount of the Fee shall be reduced pro rata to the reduction in the size of the Stand. In no circumstances will the Exhibitor be required, without the Exhibitor's prior agreement, to pay an increased Fee. In the event of the Exhibitor requesting an alteration to reduce the stand The Company will be under no obligation to reimburse or reduce any payment made or to be made by the Exhibitor. This alteration request must be made in writing.

8.) Cancellation, Postponement or Change of Venue

8.1 The Company may at any time cancel, postpone or move the Exhibition to another Venue if the Company thinks fit. The Company will notify the Exhibitor as soon as possible if the Exhibition is cancelled or postponed or moved to another Venue. If the Exhibition is cancelled, the Company will repay to the Exhibitor (without interest) any instalments of the Fee paid by the Exhibitor to the Company and the Contract will be cancelled. If the Exhibition is postponed or moved to another Venue, the Contract will remain in force for the new dates and Venue provided that the new dates and/or Venue are in the reasonable opinion of the Company appropriate for the Exhibition.

8.2 Except as expressly provided in this Condition 8, the Company shall have no liability in contract or in tort or otherwise to the Exhibitor

arising out of or in respect of any cancellation or postponement of the Exhibition or of it being moved to a new Venue howsoever arising.

9.) **Exhibition Regulations and Handbook**

- 9.1 The Exhibitor agrees to obey any reasonable instructions given to him by or on behalf of the Company in connection with the Exhibition. In particular, the Exhibitor agrees to comply with the Exhibition Regulations as presented in the Exhibitor Manual.
- 9.2 The detail of the Exhibition Regulations varies from Exhibition to Exhibition. An example of regulations drawn up for a previous Exhibition is available on request from the Company.
- 9.3 Approximately six months before the date of the Exhibition the Company will produce a Manual containing the Exhibition Regulations and other instructions and will send them to all Exhibitors. The Exhibitor agrees that he and any contractors retained by him will observe and obey the Exhibition Regulations and instructions contained in the Manual. Failure to do so will be a breach of the Contract.
- 9.4 The Authorities and the owner of the Venue may also impose certain requirements or regulations with regard to the Exhibition. These requirements may relate, for example, to health and safety, trading standards, procedures relating to emergencies, access to the Venue and parking. The Exhibitor agrees that he and any contractors retained by him will comply with any such regulations or requirements. If the Company has reason to believe that the Exhibitor is in material breach (which shall include the Authorities informing the Company that the Exhibitor is in material breach) of any such regulations and/or requirements the Exhibitor shall be in material breach of the Contract.
- 9.5 For all service orders, such as the building of their stands, electrical installation, internet connection etc, the Exhibitors are required to only use suppliers that have been approved by the Company.

10.) **Liability of the Parties**

- 10.1 In addition to its liability to pay the Fee, the Exhibitor will be liable: -
- (a) to pay any additional amounts which may be charged by the Company to the Exhibitor in accordance with the Exhibition Regulations or for goods or services provided at the Exhibitor's request to the Exhibitor by or on behalf of the Company;
- (b) to indemnify the Company and keep the Company indemnified against any claims made against or liabilities incurred by the Company as a consequence of any breach by the Exhibitor of any of its obligations under the Contract or otherwise arising as a result of anything done or omitted to be done by the Exhibitor in connection with the Exhibition or at the Venue.
- 10.2 Although the Company and the owner of the Venue arrange for security at the Exhibition, the primary purpose of the security provided by them is to ensure the safety of the public at, and control of access to and egress from the Exhibition. The Company is not responsible for the safety of Exhibits nor of any other property of the Exhibitor or for the death or personal injury (except where such death or personal injury is caused by the negligence of the Company or by persons for whose actions the Company is legally responsible) of the Exhibitor's officers, staff, contractors, visitors or guests at the Exhibition.
- 10.3 Notwithstanding anything contained in the Contract (except in respect of any liability for death or personal injury caused by the negligence of the Company or by persons for whose actions the Company is legally responsible) the liability of the Company to the Exhibitor under the Contract or otherwise arising out of or in connection with the Exhibition, whether in contract, tort (including negligence) or otherwise, shall not exceed the greater of:-
- (a) the total amount of the Fee actually paid by the Exhibitor to the Company in accordance with the contract; and
- (b) the amount recovered by the Company under any policy of insurance in respect of the claim made against it by the Exhibitor, plus the amount of any excess or deductible which, in accordance with the conditions of the insurance policy, is to be borne by the Company.
- These limitations on liability do not apply in respect of any fraudulent misrepresentation.
- 10.4 The Company will not be liable for the supply to the Exhibitor of any goods or services whether by the owner of the Venue or by any suppliers designated as official suppliers in the Exhibition Manual or by anyone else.
- 10.5 In no circumstances will the Company be liable for any failure by it to perform any obligation under the Contract arising as a result of circumstances beyond the reasonable control of the Company.
- 10.6 In certain circumstances the Exhibitor may wish to organise activities or events on its Stand which are or may in the opinion of the Company involve some risk to participants or the public or other people at the Exhibition or their property. In those circumstances, the Company may require the Exhibitor: -
- (a) to enter into a separate indemnity by way of deed in favour of the Company and/or such other person as the Company may specify in respect of any liability arising from such activity or event; and
- (b) require the Exhibitor to obtain from participants a form of waiver and/or indemnity in terms approved by the Company.
- The form of such indemnities and/or waivers will be contained in the Exhibition Manual.
- 10.7 For the purposes of Condition 8, the expression "the Company" shall include any corporation associated with the Company, including Comexposium Cereals Limited and any companies controlled by them and their respective officers, employees and agents.

11.) **Insurance**

It is a condition of this contract that Exhibitors arrange adequate insurance to attend the show. Minimum limits are advised below. Comexposium Cereals Limited have arranged for Exhibitors to be covered under their insurance policy for a fee. An "Evidence of Insurance as an Exhibitor" document, summarising the cover provided, will be issued with your deposit invoice. Minimum limits are:

Cover Headings

Standard Limits

Brief Summary of the Cover

Exhibitor Expenses

GBP

20,000

Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Exhibitor Property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of your staff/representatives; failure to vacate the Venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond your control.

Exhibitor Property	GBP	20,000	Physical loss of or damage to property for which you are responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition.
Exhibitor Liability	GBP	2,000,000 any one occurrence	Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/ or damage to their property at the Venue.

If you already have suitable Public Liability cover in place please send evidence of satisfactory alternative insurance arrangements to InEvexco Ltd, who administers our Exhibitor insurance. This should be received by them at least 30 days prior to the exhibition opening. Please do not send any insurance documentation to Comexposium Cereals Limited. A full specimen policy wording, showing the terms, conditions and exceptions of the cover, is available from InEvexco Ltd using the contact details below. Alternatively, it can be viewed on www.InEvexco.co.uk. This service is provided on a non-advised basis and you should make sure that the minimum limits are sufficient for your needs. Email address: Comexposium@inevexco.co.uk Direct Line – 01732 757616

12.) Design and Setting Up Of Stands

12.1 Removal of the Company's Property

No part of any shedding or Stand erected by the Company or its contractors shall be removed, defaced or in any way damaged. Any Exhibitor who breaches this condition or damages any of the Company or Venue owner's property is liable to reimburse the cost of repairs and reinstatement and shall indemnify the Company in respect of all costs, losses and damages arising in any way therefrom.

12.2 Running Machinery

Exhibitors shall be responsible in all aspects for any ancillary equipment or machinery required for demonstrations and shall comply with all appropriate health and safety regulations. Each Exhibitor shall ensure that a trained instructor/demonstrator will instruct all personnel in the safe operation and running of the equipment in advance of demonstrating that equipment. Exhibitors must ensure that only appropriately qualified and certified instructors shall demonstrate equipment of a specialised nature. No person shall operate an item of equipment without a full and valid tractor license or any other appropriate license. Where appropriate, Exhibitors' areas will be marked by post and rope fencing to mark the boundaries. This is separate to safety fencing. Exhibitors will be responsible for any additional safety fencing required for their equipment/machines. Exhibitors operating diggers and excavators shall ensure that adequate safety fencing is provided for excavations. The Company reserve the right to close an Exhibit for failure to comply with the aforesaid.

13.) Height of Stands

13.1 Exhibitors must refer to the Exhibition Manual for height specifications.

14.) Electrical Installation Sound and Visual Aid Equipment

14.1 All electrical installation must be undertaken by the official electrical contractor as listed in the Exhibition Manual and the Exhibitor will be responsible for settling accounts direct with the contractor. No electrical work may be carried out without the prior written approval of the Company and no device will be permitted if in the opinion of the Company it may become a nuisance to other Exhibitors and visitors. The Exhibitor shall not use sound amplification equipment unless the sound is contained within the area of the space allotted to him. The Exhibitor shall ensure that any visual aid equipment for his Stand shall also be sited so that intending viewers congregate within the limits of the Exhibitor's Stand. The Exhibitor shall ensure that no leads connected to any device shall be taken outside the limits of the Exhibitor's allotted space.

15.) Admissions and Passes

15.1 The Exhibitor shall ensure that any non-transferable passes supplied to admit the Exhibitor and his workmen and mechanics are presented on request. If such a ticket is transferred or otherwise disposed of it will become immediately forfeited and no further ticket will be issued. The Company reserves the right to refuse admission to any person or persons to the Exhibition without giving any reason and to expel any person whose conduct or presence in the opinion of the Company renders such action desirable.

16.) Data Protection

16.1 The Company may process the Exhibitor's personal data for the purpose of managing its application to participate to the Exhibition and its business relationship with the Company. That information and data will also be retained for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Company to improve and personalise the services that it offers and the information that it transmits.

16.2 In accordance with the applicable regulations, the Exhibitor has the right to access, correct and delete its personal data and to object to their processing. The Exhibitor also has the right to define general or specific instructions as to what is to be done with the data after death. To exercise these rights, the Exhibitor is invited to write to the Company by post at Comexposium Cereals Ltd, Mazars LLP, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW, UK or by email sent to cereals.customerservice@comexposium.com.

16.3 Depending on the choices made by the Exhibitor on its application form, the Exhibitor may also receive business proposals and news about the Exhibition, other Comexposium Group events and/or their partners.

17.) General

17.1 If the Exhibitor commits any breach of its obligations under the Contract (and if the breach is remediable, fails to remedy it within a reasonable time) the Company may exclude the Exhibitor from the Exhibition and/or require the Exhibitor to leave the Venue immediately and shall (without prejudice to the other rights of the Company) be entitled at the Exhibitor's cost to remove the Exhibitor's Exhibits, property and personnel and any person to whom the Exhibitor may have issued a pass for the Exhibition from the Venue. The Company may at the Exhibitor's cost return the Exhibits and/or the Exhibitor's property to the Exhibitor at the address specified in the Booking Form or may destroy or otherwise dispose of the Exhibits or such property as the Company thinks fit.

17.2 Any notice, agreement, consent or approval to be given by or to the Exhibitor under the Contract must be in writing.

17.3 The Contract is governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

17.4 No alteration, addition, amendment or waiver to the Contract shall be binding on the Company or the Exhibitor unless it is in writing and signed by a person duly authorised to do so by the Company and the Exhibitor.