

**Independent Hotel Show Terms and Conditions**

**1. 1. DEFINITIONS.** In these Terms and Conditions the term “Exhibitor” means any person firm or company who has made application for and who has been granted Space in the Exhibition. The term “Exhibition” means **Independent Hotel Show 2023**. The term “Organisers” means Montgomery Events Ltd or its lawful assigns. The term “Space” means the area in the Exhibition applied for or allotted to the Exhibitor. The term “Exhibition Services” means services which are inclusive within the m2 space rate such as publicity material, security, cleaning, traffic management, exhibition catalogue listing and any other services which the Organisers may from time to time offer at their discretion.

**2. THESE TERMS AND CONDITIONS** shall be construed in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions. The Terms and Conditions shall be deemed to include all other Terms and Conditions or Rules and Regulations issued from time to time by the Organisers including the Exhibitor Manual and the Rules & Regulations as outlined in the eGuide a copy of which is available on request. The Exhibitor also agrees that this contract is subject to the terms of the agreement between the Organisers and the venue owner under which the Organisers have licensed the premises of which the Space is part a copy of which is also available on request.

**3. APPLICATIONS FOR SPACE.**

3.1 Applications for Space must be made on the Organisers’ official Contract to Exhibit Form. The Organisers reserve the right to accept or reject any application. Application for Space by the Exhibitor and the allotment of Space by the Organisers shall constitute a contract subject to these Terms and Conditions and the Rules and Regulations outlined within the Exhibitor Manual. It is acknowledged that an allotment of Space by the Organisers shall also include Exhibition Services. Where an application has been made by a person acting as agent, factor or licensee, he shall disclose this to the Organisers.

3.2 The Exhibitor shall be responsible for submitting applications at its own expense and for observance and compliance with all statutory requirements all bye-laws or regulations of local or other competent authorities bodies or societies (including but not limited to The Performing Rights Society and Phonographic Performance Ltd) in respect of all matters concerned with the use of the Space including all copyright clearances and licences and to produce copies of such documents to the Organisers on demand.

**4. SIGNATORIES** The person or persons signing the Contract to Exhibit Form on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall be bound by all acts, representations and directions made by any such person and shall have no right to claim against the Organisers that such person or persons did not have such authority.

**5. LICENSOR AND LICENSEE.** Upon acceptance of the Contract to Exhibit Form by the Organisers there shall be a contract between the Organisers and the Exhibitor subject to these Terms and Conditions. As regards any Space allotted the relationship of licensor and licensee shall exist between the Organisers and the Exhibitor. In case of non-payment of any sum due from the Exhibitor (whether formally demanded or not) or of any other breach or non-observance by the Exhibitor of any of these Terms and Conditions the Organisers shall have the right to revoke his licence and re-enter upon the allotted space to remove and exclude the Exhibitor and all persons therefrom without prejudice to the right to recover all sums payable by the Exhibitor hereunder and without prejudice to any other right or remedy available to the Organisers.

**6. PAYMENT TERMS.** Each Exhibitor is responsible for settling all accounts for ancillary charges and expenses incurred in connection with **Independent Hotel Show 2023**, which are initiated by him, his agent, representative or contractor and must discharge all such liabilities forthwith when called upon to do so.

**The Exhibitor shall pay in full and cleared funds in the following instalments:**

On or before 20<sup>th</sup> October 2022 50% of total cost + VAT  
On or before 16<sup>th</sup> May 2023 a further 50% + VAT

The Organisers reserve the right to close or have removed any stand and/or exhibits belonging to any Exhibitor who has not fulfilled his obligations relating to payments. In this agreement VAT and any other applicable tax has been shown separately. The appropriate amount of tax deemed payable will be calculated at the time of invoice and such tax shall be deemed payable when the charge to which it relates is deemed payable.

If any of the above payments are fourteen days in arrears (whether demanded or not) the Organisers shall have the right to charge interest on the overdue amounts from the due date, at a rate of 8% above the base lending rate of HSBC Bank plc from time to time. Such interest shall accrue after as well as before any judgement and shall accrue on a daily basis compounded for the overdue period with three monthly rests. In addition if the above payments are fourteen days in arrears the Contract may at any time thereafter be terminated forthwith by notice in writing by the Organisers to the Exhibitor. In such event all payments made shall be forfeited and a cancellation charge will be applied pursuant to paragraph 7 which shall become due and payable forthwith together with any accrued interest.

**7. CANCELLATION/REDUCTION OF SPACE.** (i) In the event that an Exhibitor either wishes to cancel his space booking or reduce the size of his space booking after acceptance by the Organisers or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed herein or in the Contract to Exhibit Form then the Organisers reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organisers) to apply cancellation/reduction charges and to reallocate such space. The parties agree that quantifying losses arising from the Exhibitor’s cancellation or reduction of the space booking is inherently difficult, as the Organiser shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Event. The parties further agree that the cancellation/reduction charges below shall not be regarded as a penalty but as a genuine pre-estimate of the loss suffered by the Organisers and which amount the parties consider to be a reasonable measure of damages based upon the parties’ experience in the event industry and the nature of the losses that may result from such cancellation or reduction of the space booking.

The cancellation/reduction charges shall be as follows:

**Up to and including 19<sup>th</sup> October 2022 0%**

**Between 20<sup>th</sup> October 2022 and 15<sup>th</sup> May 2023 (both dates inclusive) 50% + VAT**

**After 15<sup>th</sup> May 2023 100% + VAT**

(ii) If the Exhibitor wishes to cancel or reduce the size of his stand then written notice of such wish must be forwarded to and received by the Organisers by Recorded Delivery Post at 9 Manchester Square, London W1U 3PL. For the avoidance of doubt the Organisers shall not be obliged to accept the Exhibitor’s notice of cancellation.

(iii) Notwithstanding that the Organisers may resell or reallocate the cancelled stand space (or the space by which it is reduced) after payment of the cancellation charges, the Organisers shall be under no obligation to reimburse all or any part of such cancellation/reduction charges.

**8. DURATION OF EVENT.** Details of Exhibition hours are given in the Exhibitor Manual. During these times, stands must be manned by the Exhibitor’s staff. The Organisers reserve the right in its discretion to shorten, extend or otherwise alter such duration hours on notice to the Exhibitor. In such circumstances, all charges and costs will remain payable by the Exhibitor.

**9. EXHIBIT PROFILE/REMOVAL OF EXHIBITS** Only exhibits pertaining directly to the food, drink & hospitality industry will be allowed. The Organisers reserve the right to have removed from the hall any exhibit or item complementary to an exhibit not conforming in their opinion to this Regulation. The Organisers reserve the right to require the Exhibitor to remove any exhibit or category of exhibit if the Organisers in their absolute discretion consider that the same is libellous of an obscene nature or may infringe the rights of any third party or which the Organisers consider in their absolute discretion to be undesirable or detrimental to the Exhibition, other exhibitors or the general commercial interests of the Organisers or any associated company.

**10. RELOCATION.** For the avoidance of doubt any contract between the Organisers and the Exhibitor for space is only for the area of such space and no acceptance by the Organisers of the Exhibitor’s Contract to Exhibit Form or allocation of the Exhibitor’s name to any particular part of any Exhibition floor plan or stand number will constitute any agreement warranty or representation by the Organisers that the Exhibitor is entitled to exhibit at the Exhibition in such particular location and the Organisers reserve the right without being required to give notice to the Exhibitor to alter the layout of the Exhibition floor plan or position of any stand at any time.

**11. OTHER EXHIBITORS.** Whilst the Organisers shall act in good faith, the name of any exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organisers that any exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute any warranty representation or undertaking by the Organisers that any such exhibitor will attend the Exhibition or attend at any particular location.

**12. SPACE NOT OCCUPIED.** The Exhibitor must occupy the Space allotted to him by show opening time on the first day of the Exhibition. Any Exhibitor failing to do so will be deemed to have cancelled his Space booking. In this event the Terms and Conditions relating to Cancellation will apply and the Organisers may resell or reallocate such space.

**13. PROMOTION AND REPRESENTATIONS.** (i) Whilst the Organisers shall use their reasonable endeavours to organise and promote the Exhibition in such manner as they consider appropriate the Organisers reserve the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organisers as to audience projections or methods or timing of promotion shall constitute only general indications of the Organisers' promotion and organising strategy and shall not amount to any representation or warranty.

(ii) Any application for stand space or any acceptance thereof by the Organisers shall not be conditional on the presence or location or absence of any other exhibitor at or from the same or any other Exhibition and any reference to such conditionality shall not apply to any contract for space between the Organisers and the Exhibitor for Exhibition stand space.

**14. ASSIGNMENT.** The Exhibitor shall not be entitled to assign sublet or grant licences in respect of the whole or any part of the Space allocated to him, or assign or otherwise deal with his rights and obligations hereunder nor may any cards advertisements or printed matter of persons who are not bona fide Exhibitors be exhibited or distributed on any stand. This shall not apply to persons firms or companies being subsidiaries agents or principals of the Exhibitor and who are duly listed with the Contract to Exhibition Form at the time of booking. The Organisers shall be entitled to assign the benefit (subject to the burden) of the contract for Space or any part thereof without prior notice to or consent from the Exhibitor.

**15. EXCLUSION OF PERSONNEL.** The Organisers reserve the right in their absolute discretion to exclude or remove from the Exhibition any person whose presence is or is likely to be undesirable and the Organisers may exercise such rights notwithstanding that any person is the servant agent or contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

**16. ERECTION OF STANDS.** All Stands - No Exhibitor will be permitted to display any exhibit in such a manner as in the opinion of the Organisers obstruct the light or impede the view along the open spaces or gangways or to occasion inconvenience or otherwise affect the display of other exhibitors.

Shell Scheme Stands - A dimensioned drawing and full details of the Organisers' shell scheme stand will be provided to each Exhibitor in the Exhibitor Manual. Exhibitors may be permitted to appoint another contractor for interior work to the shell scheme subject to the Organisers' prior written consent being obtained.

Space Only - Exhibitors must appoint a contractor who is aware of their responsibilities under all Health and Safety legislation including CDM 2015 and must provide the organisers with their full details including any sub-contractors. Exhibitors must also ensure their contractors and sub-contractors are aware of and comply with all Terms and Conditions and Rules and Regulations for the exhibition as issued from time to time by the Organisers.

The Exhibitor is reminded that in accordance with the Exhibitor Manual, the exchange of money at the Exhibition is strictly prohibited. The Exhibitor shall ensure that it and its stand sharers, servants, agents and contractors comply with this policy at all times.

**17. FIRE PRECAUTIONS.** All materials used for building, decorating or covering stands must be of non-flammable material. Exhibitors must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

**18. DANGEROUS MATERIALS.** The following are excluded from the Exhibition: explosives, detonating or fulminating compounds, and all dangerous or harmful substances, including primings, fireworks, etc. Primings, fireworks, matches and similar objects can only be exhibited in the form of imitations, and on condition that they contain no inflammable matter.

**19. ATTENDANCE.** The Exhibitor acknowledges that the Organisers shall not be held responsible for the failure of all or any other contracted exhibitors to attend the

Exhibition or the failure of any number of attendees to attend the Exhibition for any reason.

**20. POSTPONEMENT OR ABANDONMENT.** The Exhibitor shall remain liable to make all payments in full to the Organisers and shall not have any claim against the Organisers in respect of any loss or damage whatsoever (including for the avoidance of doubt any refund of payments made or outstanding consequent upon the Exhibition failing (for whatsoever reason) to be held or the Exhibition venue being or becoming wholly or partially unavailable for the holding of the Exhibition for whatsoever reason. If by re-arrangement or postponement of the period of the Exhibition or by substitution of an alternative venue for the Exhibition or by means of any other reasonable matter or thing the Exhibition can be held the contracts for space shall be binding upon all parties save that the same shall be deemed to be varied so as to allow for any necessary change in venue, dates or period of the Exhibition, stand size, location or otherwise.

**21. INDEMNITY.** The Exhibitor and any stand sharers shall fully indemnify and keep indemnified the Organisers its employees, contractors and agents (each an indemnified party) against all costs claims demands proceedings and losses whatsoever made against or incurred by an indemnified party as a result of the Exhibitor, a stand sharer or its employees or agents exhibiting displaying advertising promoting selling or supplying any goods or services at the Exhibition, including without limitation any claim in respect of damage, injury, accident or loss arising to any person (including members of the public or an indemnified party) or property as a result of any act or omission of the Exhibitor or a stand sharer or any of their servants, agents, contractors or invitees.

## 22. INSURANCE.

(I) The Exhibitor is solely responsible for all property, exhibits, articles of any kind which is brought into or kept at the Exhibition venue by Exhibitor or on its behalf. Without prejudice to the generality of the foregoing and, subject to paragraph 23(i), the Organiser shall not be liable for any damage or theft to or of any property, exhibits, or articles of any kind of the Exhibitor or that of any of the Exhibitor's employees, contractors or other guests or invitees to the Exhibition venue ("**Exhibitor Property**") (except to the extent that such damage or theft arises from the negligence of the Organiser).

(II) Exhibitors and any stand sharers shall make sure that they are fully covered by insurance including, but not restricted to, all risks on Exhibitor Property, employers' liability, minimum of £5,000,000 public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. Such insurance shall cover any losses covered by the indemnity in paragraph 21 to the fullest extent reasonably possible. If the Organisers so demand the Exhibitor shall provide proof to the Organisers that the Exhibitor has adequate insurance cover. In addition, Exhibitors may wish to take insurance for losses and wasted expenditure in the event of the Exhibition being cancelled, abandoned or curtailed. Exhibitors must ensure that their temporary staff and the staff of their agents or contractors are insured against claims for employers' liability and/or workman's compensation. The period for which such insurance shall be maintained shall run from the time the Exhibitor or any of his servants, agents or contractors first enters the Exhibition grounds, and continue until he has vacated the Exhibition grounds and all his exhibits and property have been properly removed.

## 23. LIMITATION OF LIABILITY.

(i) Nothing in the Terms and Conditions shall limit or exclude the Organisers' liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - (d) any other liability which cannot be limited or excluded by applicable law.
- (ii) Subject to paragraph 23(i), the Organisers shall not be liable to the Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Terms and Conditions for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of damage to goodwill;
  - (f) any indirect or consequential loss; and
  - (g) any amounts which are recovered or recoverable by the Exhibitor from its insurers (or amounts which would have been recoverable but for the Exhibitor's

breach of paragraph 22(ii))

(iii) Subject to paragraphs 23(i) and 23(ii) the Organisers total liability to the Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Terms and Conditions shall not exceed:

- (a) in respect of damage to, or loss or theft of Exhibitor Property which is caused by a sub-contractor appointed by the Organiser in connection with this Agreement, the amount recovered by the Organiser, pursuant to paragraph 23(vii), from the sub-contractor which caused the damage; and
- (b) for all other losses or damages which do not fall within sub-clause 23(iii)(a), the total costs paid under the Terms and Conditions.

(iv) The Organisers shall not in any event be held responsible for any restriction or conditions which prevent the construction, erection, completion, alteration or dismantling of stands or the entry, siting or removal of exhibits, or for failure of any services or amenities provided or contracted to be provided by the venue owner or other third parties.

(v) The Organisers shall not be liable in respect of: (i) any contract entered into between the Exhibitor and either any official contractor appointed by the Organisers or any contractor appointed by the Exhibitor with the Organiser's prior written consent, for the negligence, act or omission or default of any such contractor, its servants or agents and/or (ii) for any negligence, act or omission or default of any contractor or its servants or agents appointed by the venue owner.

(vi) Any terms implied by the Supply of Goods and Services Act 1982 which are incorporated into these Terms and Conditions by operation of law shall be warranties, and not conditions, and shall be subject to Paragraphs 23(i), (ii) and (iii),

(vii) In the event of damage to Exhibitor Property which is caused by a sub-contractor appointed by the Organiser, the Organiser shall: (i) use reasonable endeavours, subject to any exclusions or limitations which may exist in an agreement between the Organiser and the relevant sub-contractor, to recover, or to assist the Exhibitor with the recovery of, the Exhibitor's losses from the relevant sub-contractor; and (ii) not be obliged to pay any monies to the Exhibitor, pursuant to paragraph 23(iii)(a) or otherwise, until the Organiser has received the same from the relevant sub-contractor.

(viii) The terms set out in this paragraph 23 shall survive termination.

**24. INSOLVENCY.** In the event of the Exhibitor if an individual becoming bankrupt or otherwise committing any act of insolvency or if a company going into liquidation or having a Receiver or Administrator appointed in respect of any of its assets then the Organisers reserve the right to terminate the contract with the Exhibitor forthwith and the Terms and Conditions relating to Cancellation shall apply.

**25. FORCE MAJEURE.**

The Organisers shall not be liable to the Exhibitor by reason of any cancellation or part time opening of the Exhibition, either as a whole or in part, for any non-performance of their obligations under this contract or for any amendments or alterations to all or any of the Rules or Regulations of the Exhibition in each case to the extent that such occurrence is due to circumstances not within their reasonable control.

**26. GROUP STANDS.** Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of, and agree to abide by these Terms and Conditions and by regulations outlined within the Exhibitor Manual of the Exhibition.

**27. DATA PROTECTION - PRIVACY.** By signing the Contract to Exhibit Form the Exhibitor is expressly consenting, under all relevant data protection legislation including in particular the UK GDPR and Data Protection Act 2018, as provided in our Privacy Policy available on request to the Organiser communicating with Exhibitors by telephone, fax, email and by post and using its personal information for the

following purposes, namely: for the Organiser's lawful purposes which will include the performance of our agreement with you and for our legitimate business interests, and; accounts processing, internal analysis of Exhibitors, inviting Exhibitors to other events organised by the Organiser or its group, disclosure of information to contractors who provide services in respect of the Exhibition (including but not limited to shell scheme, security, registration, cleaning and freight contractors, caterers and electricians), disclosure to direct mailing contractors and disclosure or transfer of Exhibitor's personal data to members of the Organiser's group worldwide to allow the group to further develop its business and its services to Exhibitors. The Organiser may also pass Exhibitor details to third parties who provide goods and services likely to be of interest to Exhibitors. Please contact the Organiser in writing if you do not wish your personal information to be used in any of the ways mentioned above.

**28. NO WAIVER.** The failure of the Organisers at any time to enforce any provision of these Terms and Conditions or the Rules and Regulations shall not affect their right thereafter to require complete performance by the Exhibitor nor shall the waiver of any breach of any such provision be taken as or held to be a waiver of any subsequent breach or be a waiver of the provision itself.

**29. SEVERANCE.** If a provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms and Conditions and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected. If a provision of these Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

**30. VARIATION** No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**31. ENTIRE AGREEMENT**

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

(II) Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

Organised by: Montgomery Events Ltd, 9 Manchester Square, London W1U 3PL, number 3801163