

# BROADWAY EVENTS LIMITED TERMS AND CONDITIONS

## 1. EXHIBITOR COVENANT

The Exhibitor agrees to abide by all rules and regulations adopted by Broadway Events Limited (the Organiser) and sponsors and agrees that the Organiser shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.

## 2. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of the Organiser which permission may be withheld without giving any reason.

## 3. INDEMNITY

The Exhibitor shall defend the Organiser from, and indemnify the Organiser against, any liability for injury to persons or damage to property arising from any cause whatsoever in connection with the participation in the Exhibition by the Exhibitor, his agents, contractors or employees.

## INSURANCE

The Exhibitor shall without prejudice to his liability to indemnify the Organiser and maintain at his sole expense with a reputable insurance company such comprehensive insurances as are necessary to cover any liability arising under Clause 4. Such insurance cover shall not be less than TWO MILLION Pounds (£2,000,000) in respect of any one incident and written proof of such cover shall be supplied to the organiser a maximum of two weeks before the event, failure to provide written proof of cover will result in forfeiture of your exhibition space or exhibition stand and any payment for such space or stand. Exhibitors are also advised to take out suitable insurance against losses and wasted expenditure in the event of the exhibition having to be abandoned or curtailed. In addition to this Exhibitors and contractors are specifically warned against the possibility of pilferage, theft or loss of goods during the build-up and breakdown periods and are strongly recommended to effect insurance to cover such risks and to ensure further that all valuable items on their stands are adequately safeguarded at all times.

It should be clearly understood that all property is the sole responsibility of the exhibitor or other person to whom it belongs. The Organiser will not be responsible for loss of or damage to, or safety of, the property of any exhibitor, his staff or any person in any circumstances whatsoever.

## 4. LIMITATION OF LIABILITY

4.1 The following provisions of this Regulation set out the entire financial liability of the Organisers (including any liability for the acts or omissions of their employees, agents, stand sharers and sub-contractors) to the Exhibitor in respect of all losses, claims or liabilities arising under or in connection with the Event (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

4.2 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.

4.3 Notwithstanding any provision to the contrary, nothing in the Contract or these Regulations shall exclude or limit the liability of the Organisers for death or personal injury caused by the Organisers' negligence or for fraudulent misrepresentation or for any liability that may not be limited or excluded by law.

4.4 Subject to Regulation 4.3:

4.4.1 the Organisers' total liability to the Exhibitor in connection with the Event shall (other than in respect of the indemnities set out in Regulations 4.2 and 4.3) be limited to 100% of the Service Charge and Value Added Services Charge paid by the Exhibitor; and

4.4.2 the Organisers shall not be liable to the Exhibitor for any loss of or corruption to data, loss of revenue and profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill or reputation, additional operational and administrative costs and expenses, any financial losses or any indirect or consequential loss or damage.

4.5 The Organisers are not responsible for the content of any speaker's presentation. Such content is the opinion of the speaker and not of the Organisers.

## 5. EXHIBITOR'S PROPERTY

All of the Exhibitor's property at the show shall be at the sole risk of the Exhibitor and the Organiser assumes no responsibility for loss or damage thereto.

## 6. BUILDING

The Exhibitor is liable for any damage it may cause to the facility or to any property of the Organiser, its agents or any other Exhibitor. The Exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of the Organiser, its agents or any other Exhibitor.

## 7. CONDITIONS OF PAYMENT

Terms of payment are those stated below.

Non-payment of any part of the Contract Price or of any other sums properly due from the Exhibitor to the Organiser will give the Organiser all or any of the following rights, which are in addition to any other rights the Organiser may have:

- (a) To impose a surcharge of 2% per month on the outstanding balance.
- (b) To prohibit the Exhibitor from erecting and/or occupying the space or stand allocated.
- (c) To use the allotted Space in such a way as Broadway Events think fit and to recover from the Exhibitor any Expense in so doing.
- (d) To exercise a general lien on all the Exhibitor's property in or about the Exhibition premises.
- (e) To treat the Contract as determined.

## 8. PAYMENT TERMS

30% non-refundable deposit is due for payment by return upon acceptance of contract by the organiser

70% due twelve weeks before event takes place

Payment terms are cumulative from time of booking

## 9. TERMINATION OF THE CONTRACT

The Organiser may terminate this Contract if:

The Exhibitor fails to observe or perform any of the Contract terms and conditions; The Exhibitor becomes bankrupt or makes an arrangement or compromise with his creditors or, being a Company, enters into liquidation whether compulsory or voluntary (save for the purposes of amalgamation and/or reconstruction) or suffers the appointment of a receiver, administrative receiver or administrator, or enter into or suffers any similar insolvency procedure under any jurisdiction.

## 10. CANCELLATION / REDUCTION TERMS

The Exhibitor gives written notice of his intention to withdraw or reduce which the Organiser in their discretion may permit by written confirmation, subject to the payment of a percentage of the total contract price by the Exhibitor to the Organiser in consideration for release from the Contract as follows:

30% deposit until 34 weeks before event

50% of outstanding balance until twelve weeks before event

100% from twelve weeks until event open day

The cancellation policy is inclusive of the dates quoted above. The Organisers are entitled to charge cancellation fees as outlined above should any Exhibitor withdraw or reduce their stand. Once cancellation costs are paid you will have no further liabilities to the Organiser in relation to this exhibition.

## 11. STAND AMENDMENTS

The Organisers reserve the right to make alterations in the floor plan of the Exhibition or in the Exhibitor's Stand as in their opinion they consider to be in the best interests of the Exhibition including (without prejudice to the foregoing) altering the size, shape or position of the space allotted to the Exhibitor.

## 12. REMOVAL OF EXHIBITS

The Exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last show day. The Exhibitor also agrees to remove its display and the equipment from the show site by the final move-out time limit, or in the event of failure to do so, the Exhibitor agrees to pay for such additional cost as may be incurred.

## 13. CANCELLATION OR CURTAILMENT OF SHOW BY THE ORGANISER

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the reasonable control of the Organiser and sponsors, or if for any reason the Organiser is unable to permit the Exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, the Organiser and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of what ever nature that the Exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott or other force majeure event.

## 14. GOVERNING LAW AND JURISDICTION

This contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

## 15. RIGHT OF REFUSAL

The Organiser reserves the right to refuse any application.