

TERMS AND CONDITIONS FOR IMEX 2012, MESSE FRANKFURT, GERMANY

1.0 Definitions

In these Terms and Conditions the following words and expressions shall have the following meanings:

The term 'Exhibitor' shall mean any company, partnership, firm or individual to whom space has been allocated for the purpose of exhibiting and who is responsible for appointing an employee, servant or agent to coordinate the Exhibitor's participation (Stand Coordinator).

The term 'Stand Partner' shall mean any company, partnership, firm or individual with whom the Exhibitor has agreed to share his space and stand at the Exhibition for the purposes of exhibiting.

The term 'Stand Coordinator' shall mean any employee, servant or agent appointed by the Exhibitor to coordinate the Exhibitor's participation at the Exhibition.

The term 'Exhibition' shall mean IMEX 2012.

The term 'Exhibition Venue' shall mean Hall 8, Messe Frankfurt.

The term 'Organisers' shall include all employees, servants and agents of Regent Exhibitions Ltd, Organisers of IMEX.

The term 'Landlord' shall mean the owners and management of the appointed Exhibition venue, its employees or agents.

The term 'Contract' shall mean the contract for space or shell scheme stand at the Exhibition entered into between the Organisers and the Exhibitor, which incorporates these Regulations.

The term 'Authorities' shall mean the local authority and the Fire Authority.

The term 'Exhibitor Manual' shall mean the manual to be prepared by the Organisers and distributed to Exhibitors prior to the Exhibition setting out practical aspects of their participation and of the Exhibition.

The Contract for exhibition space shall include the following services: listing in the exhibition catalogue and virtual exhibition for the Stand Coordinator and Stand Partners; stand cleaning (see 14.0); use of overnight storage facility; a fixed number of cloakroom passes determined by the size of the stand. In addition, shell scheme stands will be provided with appropriate shell scheme construction (walls, carpet and fascia board).

2.0 Participation

2.1 Stand Coordinator

The Exhibitor shall appoint a Stand Coordinator.

2.2 Participation cost

The cost of space does not include any standfitting unless specified. A shell scheme stand is inclusive of rear walls, as necessary, fascia boards bearing the company name and standard coloured carpet.

2.3 VAT

The Organiser is registered for VAT in Germany and may be required to invoice for VAT in accordance with German VAT regulations.

German VAT no. DE 251764076, UK VAT no. GB 781402148

3.0 Application for space

All Exhibitors must complete, sign and return the Contract to the Organisers to book space at the Exhibition. By signing the Contract, the Exhibitor accepts the conditions laid out in this document. The Exhibitor will receive a confirmation of the allocated space by the Organisers in writing, constituting establishment of the rental Contract between the Organisers and Exhibitor.

Alteration of space allotted

The Contract constitutes a licence to exhibit and not a tenancy. The Organisers reserve the right to change any confirmed position, size or shape of space allotted to the Exhibitor. No alteration to the space allotted will be done in such a way as to impose on the Exhibitor any greater liability for monies than that undertaken in the Contract.

All Exhibition space should be taken to promote products in accordance with the subject matter of the Exhibition. The Organisers reserve the right to refuse any application or prohibit any exhibit without assigning any reason for such refusal.

Subletting

The Exhibitor shall not assign the Contract, sub-let or part with his site or stand or any portion of it without prior written consent from the Organisers. The Exhibitor shall be responsible at all times to ensure that any stand partner complies with all the obligations of the Exhibitor.

4.0 Conditions of payment and cancellation policy

The participation cost shall be paid by the Exhibitor as follows:

Full amount payable for Contracts signed on or after **1 November 2011**. For Contracts signed prior to **1 November 2011**, an initial deposit of 25% of the total costs is payable on signing the Contract with the balance of 75% payable on **1 November 2011**.

IN NO CIRCUMSTANCES WILL THE EXHIBITOR BE PERMITTED TO ERECT OR OCCUPY A STAND OR SITE IF THE PARTICIPATION COST HAS NOT BEEN PAID IN FULL.

In the event that an Exhibitor cancels all or part of the Exhibition space contracted, the Exhibitor must do so in writing and will be obliged for the cancellation fees as follows: up to **31 October 2011** cancellation fee = 25% of total participation. On or after **1 November 2011** cancellation fee = 100% of total participation. Cancellation must be in writing with the date of receipt by the Organisers being decisive for deadline purposes. The Organisers shall be entitled to utilise the site, which had been allotted to such Exhibitor in such manner as the Organisers shall think fit and to recover from the Exhibitor any expenditure incurred in so doing.

If payment is outstanding once the Online Diaries and the Contact the Buyers facility for IMEX 2012 are available online (approximately 6 weeks before the Exhibition) we reserve the right to withhold your access to these online tools until confirmation of payment has been received.

5.0 Occupation and completion of site

The Exhibitor and their Contractors must comply with the build-up and break-down times and conditions as set out in the Exhibitor Manual.

THE EXHIBITOR UNDERTAKES THAT HIS SITE OR STAND WILL BE READY AND ALL INSTALLED AND ARRANGED THEREON FOR DISPLAY AND ALL ARRANGEMENTS IN CONNECTION THEREWITH COMPLETED BY **19.00 HOURS ON MONDAY 21 MAY 2012**. THE EXHIBITOR MAY NOT REMOVE ANY OF HIS EXHIBITS PRIOR TO THE CLOSING OF THE EXHIBITION AT **16.30 HOURS ON THURSDAY 24 MAY 2012**.

6.0 Construction and erection of stands

Shell scheme stands

STAND FITTINGS: All interior stand fittings must be contained within the shell scheme stand structure and must not exceed 2.43M in height.

Space only stands

STAND DESIGN: Exhibitors are responsible for their own stand design and construction. A drawing or plan of the proposed stand installation, showing the ground plan, elevation and electrical must be submitted in duplicate to the Organisers for examination and approval by **17 April 2012**. All interior stand fittings must be contained within the stand area and should not extend into the aisle area. All stand plans will be subject to the approval of both the Organisers and the Landlord and must fully comply with the Landlord's regulations. The Organisers reserve the right to prevent work being carried out by or on behalf of any Exhibitor who has not submitted stand design drawings in accordance with this regulation.

STAND HEIGHT: The overall height of standfitting for single storey stands should not exceed 5.0M from the floor level. Requests to exceed this height will only be considered provided they are submitted in writing and accompanied by drawings. All stand fittings exceeding 5.0M in height must be set back 1.0M from the open perimeter of the site.

STAND NUMBER: Space only stands must ensure their stand number is clearly displayed. Stand numbering will be provided for shell scheme stands. The Organisers reserve the right to affix numbers or directional signs on any stand in any position.

DIVIDED SITES: On divided sites Exhibitors are responsible for erecting and decorating side and back walls facing on to their stand areas to a minimum height of 2.5M. Walls above this height must be clad and decorated on both sides from 2.5M upwards by the Exhibitor who has them erected. Such walls overlooking adjoining stands must be finished in plain colours only. In the event that the Exhibitor fails to erect, clad and decorate such walls to the Organisers' satisfaction, the Organisers reserve the right to remedy such walls at the expense of the Exhibitor. The minimum height for dividing walls is 2.5M. The maximum height for dividing walls of single storey stands is 5.0M

2-STOREY STANDS: Written application for permission to design 2-storey stands must be made to the Organisers not later than 3 months prior to the Exhibition. All such 2nd storeys should be used for entertainment purposes only and not for Exhibition display purposes. All 2-storey stands must fully comply with the Landlord's regulations.

All Stands

The Organisers may, at the expense of the Exhibitor, remove or alter anything in or forming part of any stand, if, in their opinion, it is desirable to do so in the interests of the Exhibition.

Stand perimeters: at least 70% of each of the stand sides facing the aisle must be left open.

Electrical installations: all electrical installations must be carried out by the Contractor appointed by the Organisers for the area in which the stand is situated.

7.0 Fire regulations and safety

All Exhibitors must fully comply with the Landlord's and the authorities' regulations in respect of fire, health & safety and emergency access and exits.

Please note: special fire safety restrictions apply on partially covered and 2-storey stands. For further details please contact the IMEX Organising Team: organising@imexexhibitions.com

8.0 Exemptions

Applications for any consent by the Organisers must be in writing and must set out full details of the matters for which consent is sought. Exemptions from any regulation may be granted at the Organisers' discretion. No exemption given by the Organisers will be effective unless it is in writing.

9.0 Conduct for exhibitors

Every Exhibitor shall ensure that his stand is open to view and staffed by competent representatives during Exhibition hours. In the event of any Exhibitor failing to open his stand or uncover his exhibits, the Organisers may do so or may arrange for the stand and exhibits to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organisers will not be liable for any losses, including consequential losses, sustained by the Exhibitor as a result of this action.

The Organisers reserve the right to stop any activity on the part of any Exhibitor that may cause annoyance to other Exhibitors or visitors. Business must be conducted only from the Exhibitor's own stand and under no circumstances may this be carried out from a gangway or elsewhere within the Exhibition. Every Exhibitor, and all persons for whom he may be responsible, must conduct themselves in an appropriate manner. Any person failing to comply with this regulation, may, at the discretion of the Organiser, be removed from the Exhibition venue and refused re-entry during the period of the Exhibition.

10.0 Entrance policy

Entrance to the Exhibition is limited to trade personnel only. No person under the age of 18 years can be admitted to the Exhibition either during build-up, show days or breakdown. This rule also applies to Exhibitors' children and has to be rigidly enforced to comply with the safety regulations of the Exhibition.

11.0 Badges and passes

The Organisers will issue official badges of admission and no other forms of entrance ticket will be valid. No Exhibitor will be admitted to the Exhibition without his Exhibitor badge issued to him by the Organisers.

The Organisers reserve the right, at their discretion, to withdraw any badge issued to any attendee, if complaints have been received concerning his or her conduct.

12.0 Damage to the exhibition venue

No nails, screws or other fixtures may be driven into any part of the Exhibition Venue including the floors, nor should any part of the Exhibition Venue be damaged or disfigured in any way. Should any such damage occur, the Exhibitor responsible will be invoiced for any reparation charges incurred.

13.0 Insurance

Exhibitors must ensure that they are fully insured at the Exhibition. Particular attention is drawn to the need for the following:

Third party claims

The Exhibitor is responsible for all claims, actions or costs for personal injury and loss of or damage to property caused by or arising from the erection and dismantling of the Exhibitor's stand or during the Exhibitor's attendance at the show from any cause whatsoever. The Exhibitor will indemnify the Organiser in respect of each and every claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out and maintain public liability insurance providing a minimum indemnity of Euro 2m local currency equivalent for the duration of the Exhibition including the construction and dismantling periods.

Stand insurance

Loss or damage to Exhibitor's property, fixtures, fittings and all other property such as personal effects whilst in the Exhibition venue must be fully insured by the Exhibitor. The Organisers shall not be responsible for loss of or damage to exhibits or other property in the custody of the Exhibitor, howsoever caused.

Force majeure

Exhibitors should ensure they have appropriate cover for stand space rental and all other payments Contracted with the Organisers in the event of the Exhibition being abandoned, cancelled, postponed or curtailed in whole or in part for any cause outside the control of the Exhibitor or that of the Organisers by reason of fire, national emergency, labour dispute, strike, lock-out or civil disturbance. The Organisers may at their discretion repay the monies paid by the Exhibitor or part thereof but shall be under no obligation to do so. Neither shall the Organiser be liable to the Exhibitor in respect of any actions, claims, losses, costs or expenses suffered or incurred by the Exhibitor as a result of the happening of any such event.

Unless informed otherwise the Organiser provides standard cover insurance which is invoiced to the Exhibitor or Stand Coordinator. A credit may be given if satisfactory evidence of alternative insurance arrangements is agreed by the Organisers' insurance administrator. The cost of cover is based on the total sqm of the stand, Euro 85 for up to 24sqm, Euro 150 for stands up to 100sqm and Euro 270 for stands above 100sqm. All fees may be subject to German VAT, see Term 2.3. Exhibitors may require higher limits of cover than provided by the standard cover insurance; this is available at an additional premium. Please see the summary of insurance document.

14.0 Stand cleaning

It is the responsibility of the Exhibitor to ensure that his stand is kept clean and tidy during the period of the Exhibition. Basic stand cleaning (vacuuming and emptying waste bins) will be carried out at no extra charge to the Exhibitor – this is not applicable for a 2nd storey. Additional cleaning services can be booked via the Exhibitor Manual.

15.0 Photographs

Stands or articles may not be photographed, drawn, copied or reproduced without the written permission of the Organisers.

16.0 Audio visual equipment & public performance

The Exhibitor must fully comply with the Landlord's and the authorities' regulations in respect of audio visual equipment. THERE WILL BE NO PUBLIC PERFORMANCES ALLOWED WITHIN THE EXHIBITION HALLS DURING IMEX 2012. ANY HOSPITALITY OR ENTERTAINMENT FORMAT PROVIDED BY EXHIBITORS SHOULD BE CONFINED TO WITHIN THEIR STAND AREA ONLY AND SOUND LEVELS MUST BE RESTRICTED TO A MINIMUM SO AS NOT TO OFFEND EXHIBITORS ON NEARBY STANDS. IN THE EVENT OF COMPLAINTS, THE ORGANISERS RESERVE THE RIGHT TO SUSPEND ANY ENTERTAINMENT FORMATS FOR THE REMAINDER OF THE EXHIBITION.

17.0 Official catalogue

An official catalogue will be issued; the Organisers do not accept any responsibility for any omissions, misquotations or other errors which may occur in the compilation of this catalogue.

18.0 Organisers' right to terminate contract

If any Exhibitor fails to observe or perform any of the provisions of the Contract, the Organisers shall have the right to terminate the Contract forthwith by notice in writing to such an Exhibitor. In such event the exhibits of such Exhibitor shall be removed from the Exhibition Venue at a time to be stated by the Organisers and thereafter such Exhibitor shall not be entitled to access the Exhibition premises or the Exhibition. The Organisers shall be entitled, if necessary, to remove and dispatch the said exhibits and property (at the expense of the Exhibitor) to the Exhibitor's address, as stated in the Contract. All monies paid by the Exhibitor shall be forfeited to and retained by the Organisers and the Exhibitor shall indemnify the Organisers in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred.

19.0 Organisers' right to cancel exhibition

The Organisers shall have the right at all times to abandon, cancel or suspend the Exhibition in whole or in part in the event that there is likely to be insufficient Exhibitor participation in and support for the Exhibition. In such circumstances, the decision of the Organisers shall be final. In the event of such an abandonment, suspension or cancellation the Exhibitor shall be entitled to be paid an amount equal to any monies paid by them but the Organisers shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of the event.

20.0 Failure of services

The Organisers will use all reasonable endeavours to ensure the supply of the services of the Landlords and of those mentioned in the Exhibitor Manual, but they shall not incur any liability to the Exhibitor for any loss or damage, if such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of monies paid or due.

21.0 Bankruptcy or liquidation

Should an Exhibitor being an individual or firm become bankrupt, have a receiving order made against him or them or make any arrangement with his or their creditors, or being a limited liability company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have a receiver appointed, the Contract with such Exhibitor shall terminate forthwith save that all monies paid shall be forfeited and the balance of the monies shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Organisers against the Exhibitor in respect of any antecedent breach.

22.0 Rights of the organisers and landlord

The Organisers and the Landlord and those authorised by them respectively have the right to enter any Exhibition stand at any time to execute works, repairs and alterations for other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.

23.0 Interpretation of regulations in translation

In the event of any dispute as to the interpretation of these regulations as a result of their translation into a foreign language, the English version will be taken as authoritative and prevail.

24.0 Disputes

This Contract shall be governed by English Law and the parties must consent to the exclusive jurisdiction of the English courts in all matters regarding it.

25.0 General lien and power of sale

All exhibits are subject to a general lien in favour of the Organisers for all sums, whether for unpaid monies or otherwise, due from an Exhibitor to the Organisers.

The Organisers shall give written notice to the Exhibitor in the event of exercising their lien whereupon the Exhibitor shall not remove any exhibits from the Exhibition premises and the Organisers shall be entitled to take and retain possession of the same.

If, within seven days of such notice the Exhibitor shall not have paid all sums due and owing as aforesaid, the Organisers may, and are hereby authorised by the Exhibitor, at any time thereafter to sell all or part of the exhibits and shall apply the proceeds of such sale in payment:

- i) of all costs of removal and storage of the exhibits
- ii) of all costs of the sale; and
- iii) of all sums due, as aforesaid and the balance (if any) of such proceeds shall be paid to the Exhibitor

The exercise of such power of sale shall be without prejudice to the Organisers' right to sue for and recover any balance which may remain outstanding and due after such sale.

26.0 Further conditions

In any cases not covered by the above Terms and Conditions, the Organisers shall, acting reasonably, have the absolute right to make further Terms and Conditions appropriate to the circumstances.