

EVENT SALES TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions the following definitions apply:-

"the Sales Contract" means the Organisers' form of agreement for the space rental at the exhibition, to include individual stand design & build as detailed in the contract;

"the Authorities" means the relevant local, county and other public authorities and bodies relevant to the Exhibition;

"the Contract" means the Sales Contract, these Terms and Conditions and the Exhibitors' Manual;

"the Exhibitor" means the person, firm or company or organisation agreeing to take a stand at the Exhibition under the Sales Contract;

"the Delegate" means the person, firm or company or organisation agreeing to attend the Conference under the Sales Contract;

"the Exhibitors' Manual" means the manual produced by the Organisers in relation to the Exhibition;

"the Licence Fee" means the amount shown as the total price payable by the Exhibitor in the Sales Contract;

"the Organisers" means CIWEM;

"the Organiser's Event Sales Agent" is Syon Media Ltd
(Co Reg No. 09235811)

"the Venue" means the Telford International Centre.

2. RULES & REGULATIONS

The Exhibitor must comply with the requirements of all Authorities and where applicable with all rules and regulations issued by the owner of the Venue in force at the time of the Exhibition.

The Exhibitor undertakes to comply with the obligations and duties contained or referred to in the Contract including (without limitation) those contained or to be contained in the Exhibitors' Manual. Exemptions from any of these obligations and duties may be granted at the Organisers' discretion. No exemption given by the Organisers will be effective unless in writing.

The Contract comprises these Terms and Conditions, the Sales Contract and the Exhibitors' Manual except as varied in writing signed by the parties.

3. STAND ALLOTMENT

(a) A stand will be held as let for 10 working days after the date shown on the Sales Contract issued by the Organisers for that stand, subject to these Terms and Conditions. If full payment is not received by the Organisers within that

period, the Organisers may allocate the stand elsewhere without notice to the Exhibitor.

(b) The Contract constitutes a licence to exhibit and not a tenancy. The Organisers reserve the right at any time to make such alterations in the floor plan of the Exhibition as may in their opinion be necessary in the best interests of the Exhibition as a whole and to alter either or both of the shape and size of the space allotted to the Exhibitor. If, as a result, the space allotted to the Exhibitor shall be reduced, a proportionate allowance will be made to the Exhibitor by adjustment of the fee. No alteration to the space allotted will impose on the Exhibitor any greater fee than that undertaken in the Sales Contract.

(c) Allotment of space by the Organisers shall not imply that they accept the proposed exhibits, and the Exhibitor must ensure that exhibits on the allotted stand comply with these Terms and Conditions. The Organisers reserve the right to exclude and/or require to be removed any exhibit which in their opinion is not germane to the Exhibition. The decision of the Organisers as to the eligibility of the exhibits will be absolutely final and binding.

(d) Notwithstanding the allocation of a stand to the Exhibitor, the Organisers reserve the right to forbid the Exhibitor to occupy that or any other stand if, on the date of the opening of the Exhibition, there is subsisting any material breach of the obligations of the Exhibitor under the Contract including (without limitation) failure to pay any instalment of the Licence Fee or if there then remains outstanding any notice served by the Organisers under Rule 5(b) or Rule 6 of these Terms and Conditions .

4. CANCELLATION OF THE CONTRACT BY THE EXHIBITOR/DELEGATE/SPONSOR

The Exhibitor/Delegate may cancel the Contract, by giving not less than ninety (90) days' notice to expire prior to the event start date. Such notice must be given in writing and sent by recorded delivery to the Organisers. The Organisers shall be entitled to retain or (if not already paid) require payment forthwith of the deposit together with any further payment due under the cancellation dates and fees listed in this clause.

Exhibition stand cancellation dates and fees:

- Cancellation before 9th March 2022 – Refund 100% of contracted costs
- Cancellation on or after 9th March 2022 – No refund of contracted costs

In the case of cancellation of a sponsorship contract, no refunds will be made at any stage and full payment is required at time of invoice.

For the avoidance of doubt, but save as set out in clause 6 below, the above dates and fees cannot be changed and do not relate to, and are not affected by, any payment plan that may have been agreed by the Exhibitor with the

organisers for the purpose of assisting the Exhibitor with payment for their Exhibition stand space.

5. PAYMENT

(a) The Exhibitor shall pay the fee in full to the Organisers Event Sales Agent by the due date stated on the sales invoice

(b) If the Exhibitor fails to pay any payment in full by the due date for payment, the Organisers may at any time thereafter either :-

(i) by notice to the Exhibitor declare the balance remaining unpaid of the Fee immediately payable, whereupon the Exhibitor shall pay such balance to the Organisers Event Sales Agent forthwith on demand; or

(ii) terminate the Contract forthwith by notice to the Exhibitor served at any time after the due date in clause 4 for payment.

(c) If the Organisers terminate the Contract under Rule 5(b)(ii), the Exhibitor shall pay to the Organisers forthwith on demand by way of agreed liquidated damages for the loss of the Exhibitor's booking under the Contract (but without prejudice to the Organisers' other rights hereunder) a sum calculated as follows:-

(i) the fee less such parts thereof as may have already been paid to the Organisers

(d) If the Contract is terminated by the Organisers under Rule 5(b)(ii), the Organisers shall further, against the sum payable under Clause 5(c), allow to the Exhibitor an amount equal to the net sum received by the Organisers Event Sales Agent from the reallocation of the stand allocated to the Exhibitor (after the deduction of all costs expended in relation to the reallocation of the stand) if such reallocation is made to an intending Exhibitor not otherwise exhibiting at the Exhibition. This allowance shall not exceed the balance of the fee unpaid and shall be allowed only after receipt by the Organisers of the sums due under Rule 5(c).

(e) The fee is exclusive of value-added tax and may be varied by the Organisers at any time to take account of any increase or decrease in the rate of value-added tax applicable to the Contract and payments to be made thereunder.

(f) We reserve the right to pass any outstanding debt by an Exhibitor over to our Legal Collections Agency. In this instance the full cost of the recovery of this money by the said Legal Collections Agency will be passed on in full to the Exhibitor and form part of the outstanding debt.

6. ALTERATION OF EXHIBITION DATES

The Organiser reserves the right to alter the Exhibition Dates at any time provided that any alteration does not result in the Exhibition being moved by more than 12 (twelve) months.

In the event of an alteration of the Exhibition Dates, the Organisers may change to the cancellation dates set out in clause 4 and the instalments and dates for payment set out in the payment schedule.

7. BREACH OF CONTRACT

(a) Without prejudice to their rights under Rule 5(b), the Organisers may terminate the Contract forthwith by notice to the Exhibitor:-

(i) If the Exhibitor shall in the opinion of the Organisers become or threaten to become insolvent or shall commence or suffer the commencement of proceedings against it by reason of insolvency; or

(ii) if the Exhibitor shall fail to make payment of any instalment on or before the due date for payment; or

(iii) if the Exhibitor shall be in breach of any other of its obligations under the Contract and, if the breach is capable of remedy, shall have failed to remedy the breach within 14 days after the service of notice upon it by the Organisers specifying the breach complained of and requiring it to be so remedied.

(b) Termination under this Clause or Clause 5 shall be without prejudice to the rights of the parties in respect of any antecedent breach of contract or to those provisions of the Contract intended to subsist after termination.

(c) If the Contract is terminated by the Organisers, the Organisers shall be entitled (without prejudice to their other rights) to:-

(i) require the Exhibitor to remove forthwith from the Venue all property of the Exhibitor or its contractors at a time stated by the Organisers or, at risk and cost of the Exhibitor, to remove such property and deliver or dispatch it to the address of the Exhibitor given in the Participation Contract; and

(ii) erect on the stand a board or other device carrying the name, title and/or marks of the Exhibitor.

(d) The Exhibitor shall reimburse to the Organisers on demand all legal and other costs incurred by the Organisers in connection with the termination of the Contract or the enforcement of the Organisers' rights hereunder and any costs incurred by the Organisers in the dressing, furnishing or alteration of the stand vacated by the Exhibitor in order to maintain an orderly and visually pleasing Exhibition.

8. CANCELLATION OF EXHIBITION

(a) If the Exhibition is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, pandemic, labour dispute, strike, lockout, civil disturbance, inevitable accident, the non-availability of the Exhibition premises, or any other cause not within the control of the Organisers whether ejusdem generis or not, the Organisers can offer the exhibitor the option of guaranteeing space and stand rate in the next event by rolling over the fee paid or offer a refund of the fee should a relevant event date not be found as determined under clause 6. In such event, the Organisers reserve the right to change the Venue and/or the date for the Exhibition and to substitute the new Venue for the Venue named in the Sales Contract.

(b) If the Organisers come to believe at any time up to 14 days before the Exhibition that the holding of the Exhibition is unprofitable for the Organisers or not in the best interests of the industry concerned, the Organisers may cancel the Exhibition. If the Organisers cancel the Exhibition under this subclause, the Organisers shall promptly notify the Exhibitor of cancellation and shall within 30 days refund to the Exhibitor such part of the fee as may then have been paid, in full settlement of the Exhibitor's rights against the Organisers under the Contract or otherwise in relation to the Exhibition.

9. FAILURE OF SERVICES

The Organisers will endeavour to ensure the supply of the services of the Venue and of those mentioned in the Exhibitors' Manual but as the supply of such services is not

within the control of the Organisers they shall not incur any liability to an Exhibitor for any loss or damage if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of the Licence Fee due or paid under the Contract.

10. INTELLECTUAL PROPERTY RIGHTS

The Organisers will not be liable for any damages, costs or other liabilities, the Exhibitor, his servants or agents may sustain in respect of the infringement of any intellectual property rights of the Exhibitor arising out of his participation in the Exhibition.

11. RIGHTS OF ORGANISERS AND VENUE OWNERS

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

12. AMENDMENTS, APPLICATIONS AND INTERPRETATION OF THE TERMS AND CONDITIONS

(a) Each Exhibitor must bring to the notice of all agents or contractors employed by him such of the provisions of these Terms and Conditions as may affect such agents or contractors, and any claim arising from the failure of the Exhibitor to give such notice shall be the sole responsibility of the Exhibitor concerned.

(b) The Contract shall be constructed in accordance with and governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

(c) All agreements, consents, notices, individual permits and special arrangements must be in writing, signed by the party or parties giving the same and, in the case of service on the Exhibitor, may be served by posting the same by first class post to the address given on the Allotment Form or by sending the same by facsimile transmission to the fax number so given. Any communication so transmitted shall be deemed to be served on the day of transmission provided that a signed copy of the fax is sent by first class post on the same day to the person to be served. Any communication sent by first class post shall be deemed to be served on the day following the date of posting.

THE EXHIBITION

13. OPENING HOURS

(a) The Exhibition will be open to visitors daily for the period and during the opening hours stated in the Exhibitors Manual.

(b) No exhibits shall be removed from their positions until the close of the Exhibition without the Organisers' permission in writing, nor shall any stand be covered up or closed during the Exhibition before the official closing time.

14. ADMISSION TO THE EXHIBITION

(a) The Organisers reserve the right to expel from or refuse to admit to the Exhibition premises any person at any time notwithstanding that person's possession of an official pass or ticket.

(b) The Organisers will issue official tickets of admission/exhibitor badges and no other form of admission ticket will be valid.

15. GANGWAYS

It is the responsibility of the Exhibitor to ensure that gangways in front of the allocated stand are kept free from

obstruction during the whole of the time the building is open for the purpose of the Exhibition.

16. ADVERTISING IN THE VENUE

The Exhibitor is not allowed to place or affix advertisements anywhere in the building except on the allotted stand. Exhibitors should only distribute matter in relation to their own goods. Such matter may only be distributed from the allotted stand. Distribution of such matter from gangways or any areas outside the allotted stand is not permitted.

17. ELIGIBILITY OF EXHIBITS

(a) Exhibits must fall within the defined scope of the Exhibition and may represent all forms of materials, machinery, plant equipment and ancillary services related to the Exhibition as approved by the Organisers and Authorities. Exhibitors may be asked to provide details of the types of products or service they intend to display.

(b) Exhibitors are not allowed to sub-let or share the stand allotted to them nor to permit the stand to be utilised by any other person or company without the Organisers prior consent in writing.

(c) Where Exhibitors wish to use borrowed equipment on the allotted stand to demonstrate their own products, the display of the name of the firm lending the equipment is not permitted without the written consent of the Organisers, unless that firm is also exhibiting.

18. CONDUCT OF EXHIBITORS

(a) All efforts to advertise, promote sales and operate exhibits must be conducted so as not to cause any danger, annoyance or inconvenience to other Exhibitors and visitors. Any practice resulting in a complaint from a fellow Exhibitor or visitor which, in the opinion of the Organisers, exposes them to annoyance or danger will be prohibited.

(b) Exhibitors and all persons for whom they may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not be objectionable to any other Exhibitor, Exhibitor's employee, visitor or the Organisers, and shall not create any disturbance or obstruction. Any person who does not comply with these requirements shall be liable, at the discretion of the Organisers, to be removed from the Exhibition buildings and refused re-admission during the period of the Exhibition.

(c) Exhibitors must conduct their business only from their stand and must not, under any circumstances, canvas visitors in the aisles, or in any other areas. Exhibitors should only distribute advertising matter in relation to their own goods. Such matter may only be distributed from the allotted stand. Distribution of such matter from gangways or any areas outside the allotted stand or exhibition hall is not permitted.

19. WORKING MACHINERY AND EXHIBITS

Moving machinery shall, at the expense of the Exhibitor, be installed and protected to the satisfaction of the Organisers, the Venue and the Authorities. If such machinery shall, in the opinion of the Organisers, be too noisy or cause annoyance to other Exhibitors or to visitors, it shall be switched off on request by the Organisers.

No motors, engines, furnaces, contrivances or power-driven machinery or exhibits using water or other liquid may be exhibited in operation without adequate protection against risks and without the written permission of the Organisers. Such permission may be withheld or withdrawn at any time should such operating exhibits be of a nature likely to cause danger, annoyance or inconvenience to other Exhibitors or visitors.

Safety devices may be removed only when the machines are not in operation and not connected to the source of power and only for the purpose of showing a visitor the design and construction of the uncovered part or parts. In such a case, however, the safety devices which are removed must be placed immediately beside the machine.

21. VIDEO AND CINEMATOGRAPH DISPLAYS AND AMPLIFIERS

(a) Cinematographs and Photographic slides may be used under the following conditions:-

(i) Non-flammable film must be used.

(ii) The projector housing and covering must be of non-flammable material in accordance with the requirements of the Authorities and the Venue.

(b) Where sound film or video is used, adequate soundproofing must be carried out so that no annoyance is caused to Exhibitors and visitors on adjacent stands.

(c) Any seating must be in accordance with the all applicable regulations of the relevant Authorities.

(d) The placing of the equipment shall be arranged in such a way the obstruction of gangways is not caused by persons viewing the display.

22. LIABILITY

(a) The Exhibitor exhibits entirely at its own risk and the Organisers accept no liability, whether in contract or in tort (including negligence), to the Exhibitor arising out of or in connection with the Exhibition or the acts or omissions of the Organisers or its officers, servants, subcontractors, agents or visitors in relation thereto save as regards the contractual obligations of the Organisers hereunder. In particular (but without limitation) the Organisers do not accept responsibility for the performance by any Exhibition contractor in carrying out his obligations to the Exhibitor or for any other act or omission of any such contractor, whether or not the contractor has been appointed as the exclusive provider of any class of goods or services to the Exhibitor.

(b) All conditions and warranties, express or implied, statutory or otherwise, in relation to the performance by the Organisers of its obligations hereunder are hereby excluded except as expressly stated herein. The Exhibitor acknowledges that, in entering into the Contract, it has not relied upon any representation made by or on behalf of the Organisers not contained in the Contract.

(c) The liability of the Organisers, whether in contract or in tort (including negligence), and any liability the Organisers may have for the acts or omissions of its officers and servants in relation to such contractual obligations, arising out of or in connection with the performance of its contractual obligations hereunder shall not exceed one half of the Licence Fee actually paid by the Exhibitor to the Organisers under the Contract. The Organisers shall in no event be liable for any indirect or consequential loss.

(d) The Organisers have no liability to the Exhibitor for the performance by other persons at the Exhibition of their obligations to the Organisers.

(e) The Exhibitor shall hold harmless and indemnify the Organisers from and against all actions, proceedings, losses, claims, demands and liabilities (including costs on an indemnity basis) suffered or incurred by the Organisers arising out of or in connection with any act or omission of the Exhibitor or its officers, servants, contractors, agents or visitors.

(f) The provisions of this clause shall not apply to exclude or restrict the liability of the Organisers for death or personal injury resulting from negligence of the Organisers.

23. INSURANCE

(a) It is the responsibility of the Exhibitor to ensure that it takes out and maintains insurance to cover its losses or liabilities arising out of or in connection with the Exhibition including:

(i) insurance of the Exhibitor's property;

(ii) liability for injury sustained by employees or third parties.

(iii) liability for loss or destruction of or damage to property of the Venue, the Organisers and any third party; and

(iv) insurance against losses arising out of the cancellation of the Exhibition due to causes beyond the control of the Organisers.

24. CHARACTER OF EXHIBITS

The Organisers reserve the right to refuse accommodation for any exhibit the character of which, in the opinion of the Organisers and/or the Venue is unsuitable or unsafe for the site allocated to the Exhibitor or might constitute a health/safety hazard.

25. DANGEROUS MATERIALS OR EXHIBITS

(a) No naked lights, oil lamps or temporary gas or electrical fittings may be used in the Exhibition building, unless agreed in writing by the Organisers in conjunction with the Venue and/or the Authorities.

(b) No petrol, dangerous gases or highly flammable substances are allowed in the building, unless agreed in writing by the Organisers in conjunction with the Venue and/or Authorities.

(c) The Exhibitor must conform to the conditions concerning explosives and dangerous combustible materials as laid down by the Authorities.

(d) The Exhibitor shall do nothing to jeopardise the current insurance policies or the licences of the Venue or the Organisers and the Exhibitor shall in all cases comply with any requirements of the Fire Officer or other Authorities concerned.

(e) Non-flammable material must be used for lamp shades. Celluloid or any other highly flammable exhibits may only be shown under special conditions approved by the Organisers and then only in limited quantities.

(f) Equipment involving the use of lasers may not be exhibited without the prior written agreement of the Organisers. Such laser installations must comply with Guidance Note P.M. 19 "Use of Lasers for Display Purposes" from the Health and Safety Executive. A rehearsal before the Exhibition opens may also be required.

(g) Sources of ionising radiations (e.g. X Ray equipment or any radio-active materials), shall not be brought on to the premises except with the prior consent of the Organisers and the Authorities, and shall comply with "Code of Practice for the Display of Sources of Ionising Radiation at Exhibitions."

26. FIRE PRECAUTIONS

The Exhibitor shall observe the following provisions:-

(a) Fireproofing.

All display material must be made from fireproofed materials to the satisfaction of the Authorities. Cloth materials used in the decoration of stands must be non-flammable and stretched against solid backing. Counter backs and curtains shall be cut off at least 150 mm (six inches) clear of the floor.

(b) Flammable Goods.

Explosives or highly flammable substances may not be exhibited or brought into the Exhibition unless agreed in writing by the Organisers beforehand, but celluloid or articles mainly consisting of that material may be shown in glass showcases or otherwise protected from risk of fire in an approved manner.

(c) Naked Lights.

No naked lights or lamps may be used during the period of the Exhibition or the periods of fitting up and dismantling, except when permission is given in writing by the Organisers after obtaining the approval of the Authorities and the Venue.

(d) Fire Extinguishers.

Fire Extinguishers are distributed throughout the Venue to meet statutory requirements. If required, Exhibitors must agree to have an Extinguisher in a prominent position on their stand. Exhibitors must acquaint themselves with the position of the nearest fire alarm station in the Exhibition building.

An Exhibitor committing a breach of any of the aforementioned provisions will be liable for all claims, loss and damage thereby caused and will indemnify the Company in respect thereof.

SERVICES

27. CATERING

All food on site will be vegan. All food and drink for serving on stands or to be consumed within the Venue must be obtained from the official Venue Caterer.

28. CLEANING

Exhibitors are responsible to the Organisers for seeing that their stand is maintained in a clean state throughout the period of the Exhibition. Exhibitors may not carry out their own stand cleaning and accordingly such stand cleaning will be carried out by the official Stand Cleaning Contractor. Cleaning of the stand is free of charge but cleaning of exhibits is extra.

29. OTHER SERVICES

Exhibitors may only use the official Contractors appointed by the Organisers for the services they may require. The Organisers reserve the right to change or appoint additional official Contractors as may be found necessary.

EXHIBIT MOVE-IN, SHOW OPEN AND MOVE-OUT

30. DELIVERY OF EXHIBITS

Deliveries must be arranged to ensure that all exhibits (other than those which are small or have special values) are installed and arranged by 18.00 hours on the day before the Exhibition opens.

Exhibitors must comply with the Build-up Timetable and Delivery Schedule published in the Exhibitors' Manual.

In no circumstances will the Organisers accept or sign for any goods, exhibits or other material on behalf of an Exhibitor.

31. REMOVAL OF EXHIBITS

All exhibitors and other property of the Exhibitor, his servants, agents, employees and contractors, must be removed from the Exhibition premises before the time and date specified in the Exhibitors Manual and the Organisers shall be entitled, if in their reasonable opinion, the Exhibitor will be unable for any reason to comply with this condition, to remove and despatch such exhibits and property at the risk and expense of the Exhibitor to the address of the Exhibitor stated on the Contract. Exhibits may not be removed before the close of the exhibition without the permission of the Organiser.

Immediately after the Exhibition closes, Exhibitors will be permitted to remove portable exhibits and personal effects from their stands under the supervision of authorised members of their staff. Portable exhibits should be removed that evening to ensure their safety.

Exhibitors, their agents or contractors, are responsible for the complete removal from the Venue and outside areas of all goods and materials used by them, together with all rubbish. Should any Exhibitor, agent or contractor fail to remove any exhibit, stand, wires, ropes, or any rubbish within the time stipulated, then the Exhibitor shall indemnify the Organisers in respect of any claim thereby occasioned for failure to give possession of any part of the Venue on the due date, and the Organisers shall be entitled but not obliged to remove such materials as they consider necessary. The Exhibitor shall be liable for all loss and costs thereby occasioned. The Organisers reserve the right to specify the time at which individual stands and exhibits shall be removed. Notwithstanding instructions issued specifically for the closing night of the Exhibition, the security of exhibits, stands, furniture, etc during the remaining days of the demolition period is wholly the responsibility of the Exhibitor, his agent or contractor and the Organisers will not be responsible for any loss or damage that occurs.

32. DILAPIDATIONS

Exhibitors are responsible for the cost of making good, restoring or renewing in all cases of damage or dilapidation to the Venue or any part thereof, whether caused by themselves, their agents or contractors or by any person or persons employed or engaged on their behalf by any such agent or contractor.

Dilapidations include (by way of example only) marks caused by paint, distemper, mortar or any other adhesive substance, bolt, screw or nail holes; battens, boarding, or any other material or substance attached or adhering to walls, floors or any parts of the building; loose wire or other things left behind. The cost of making good will be assessed by the Venue and charged to the Exhibitor by the Organisers.

33. LABOUR DISPUTES

If the Organisers shall be of the opinion that any stand fitting, constructional or display work brought into the Exhibition or carried out at the Exhibition is being or may be or is proposed to be or has been carried out in such a manner or upon such terms or by such persons that there is a risk of a strike or stoppage of work by any persons or of any industrial dispute or labour difficulties the Organisers in their absolute discretion may, if the work is being or may be or is proposed to be carried out, require the Exhibitor to stop or not to carry out the work or to cause it to be carried out in a different manner and in any event the Organisers may terminate the licence of any Exhibitor by immediate notice to the said Exhibitor.