
Outdoors Show 2010

Show Open: 26th-28th March 2010
Show Address: NEC, Birmingham B40 1NT

TERMS AND CONDITIONS

The signing of a Contract For Stand Space implies acceptance of these Rules and Regulations. It should be noted that in the event of any dispute as to the interpretation of these Regulations, the decision of the Organiser should be final.



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CONTENTS

PART A – KEY MATTERS

1.	Opening Hours	4
2.	Important Dates.....	4
3.	Payment.....	4
4.	Withdrawal/Cancellation.....	4
5.	Passes	4
6.	Eligibility of Exhibits/Exhibitors.....	4
7.	Specific Requirements of the Authorities	4
8.	Advertising etc.....	4
9.	Minimum Space Only Stand Size.....	5
10.	Title Sponsorship Rights	5
11.	Legal Disputes	5
12.	Attendance	5
13.	Prior Approvals/Consents.....	5

PART B - OTHER PROVISIONS

GENERAL INFORMATION

1.	Definitions	6
2.	Compliance with Requirements of the Authorities and the Law	6
3.	Nature of the Contract.....	6
4.	Organiser's Liability - Cancellation of the Show, Force Majeure etc.....	6
5.	Intellectual Property	7
6.	Application and Interpretation of and Amendments to these Rules and Regulations	7
7.	Disputes	7

OCCUPATION AND USE OF STAND

8.	Entitlement to Occupy Stand.....	7
9.	Obligation to Occupy Stand.....	7
10.	Use of Stand/No Subletting etc.	8

CONDUCT OF EXHIBITORS AT THE SHOW

11.	Right of Entry	8
12.	Admission to the Show.....	8
13.	Gangways/Aisles.....	8
14.	Stand Numbers and Directional Signs	8
15.	Displaying Promotional Material.....	8
16.	Official Catalogue.....	8
17.	Conduct of Exhibitors	8
18.	Sales of Goods and Acceptance of Deposits ..	9
19.	Timeshare Property.....	9
20.	Working Machinery and Exhibits	9
21.	Dangerous Materials and Exhibits	9
22.	Video, Sound amplification, Performing Rights and Copyright.....	9
23.	Demonstrations	10
24.	Food and Drink.....	10
25.	Competitions	10
26.	Retailing	10

27.	Risk and Insurance.....	11
28.	Approval of Exhibits.....	11
29.	Fire Precautions	11

SERVICES

30.	Photographs	11
31.	Catering/Entertaining.....	12
32.	Rubbish	12
33.	Other Services/Failure of Services	12

STAND DESIGN AND CONSTRUCTION

34.	Shell Stands	12
35.	Space Only Sites.....	12
36.	All Stands	13
37.	Fixing of Carpets	13
38.	Employment of Labour	13

AFTER THE SHOW

39.	Removal by Exhibitors.....	13
40.	Dilapidations.....	13

MISCELLANEOUS

41.	Indemnity by Exhibitors	13
42.	Exclusion from the Show and Termination of Contract.....	12
43.	Serving Notice	14
44.	Exhibitors with Water Features on their Stands and Risk Assessment Generally	14
45.	Invalidity, Representations, Governing Law etc.	14

PART A – KEY MATTERS

Words and expressions in Part B shall have the same meanings when used in Part A.

1. Important Times and Dates

Build-up Periods:

Wed 24 March: 0800 – 1800 (Space Only)
Thurs 25 March: 0800 – 2200 (Space Only)
Thurs 25 March: 1200-2200 (Shell Scheme)

Open period:

Friday 26 March: 1000 – 1800
Saturday 27 March: 0900 – 1800
Sunday 28 March: 0900 – 1700

Breakdown:

Sunday 28 March 1730 - 2200
Monday 29 March 0800 - 1500

All stands must be fully completed and ready to trade by 2200 hrs on the 25 March. Last deliveries to stands must be made by 0930 hrs on 26 March at the latest. No stand may be worked on whilst the Show is open. If a stand is not completed within the specified period, the Organisers reserve the right to terminate the Contract, without refund of any Charges paid and any Charges which remain outstanding shall be payable in full.

Note: The Organiser may, where necessary, at its discretion

- (a) change the title to another suitable descriptive
- (b) vary any of the foregoing times and dates (but wherever practical will notify Exhibitors); and

(c) in exceptional cases, request or allow the erection of particular stands on days and/or times outside those specified above.

1. Payment

1.1 The Charges payable by the Exhibitor are as set out in the Contract To Exhibit. Payments must be received by the Organiser as follows:

- a. **20% on application**
- b. **40% on or before 17 August 2009**
- c. **40% on or before 14 December 2009**

1.2 If any payments due hereunder are not received by the due date (or upon demand where no due date is provided for), the Organiser may, at its discretion:

- (a) exclude the Exhibitor from the Show; or
- (b) terminate the Contract (whereupon a cancellation by the Exhibitor in accordance with paragraph A4.1 below will be deemed to have occurred and the amount due thereunder will be payable); or
- (c) charge the Exhibitor interest at the rate of 4% over the base rate from time to time of National Westminster Bank plc in respect of the period from the due dates for payment thereof until receipt thereof by the Organiser.

If the Exhibitor is excluded pursuant to sub-paragraph (a) above or the Contract is terminated pursuant to sub-paragraph (b) above, the provisions of paragraph B4.1 shall apply.

2. Withdrawal/Cancellation

2.1 Once the Organiser receives and approves the completed Application Form, the Exhibitor shall be bound to take the stand allocated, to occupy it at all times when the Exhibition Hall is open to visitors and to pay all the Charges in respect of the Stand/Show Guide/ Internet advertisement and otherwise comply with all the Exhibitor's obligations. Cancellation or withdrawal by the Exhibitor is only permitted if effected by notice, in writing, by registered mail, provided that the following percentages of the charges shall be payable, as a cancellation fee, depending on the date of receipt of such cancellation notice.

On or before 16 August 2009: 20% total cost
On or before 13 December 2009: 60% total cost
After 14 December 2009: 100% total cost

NB Any fees and/or premiums paid in respect of insurance are non refundable.

2.2 To the extent that the relevant cancellation fee has not been met from Charges then paid, the balance shall be immediately due and payable and if the Charges then paid exceed the relevant cancellation, the Organiser shall refund the balance to the Exhibitor following receipt of such cancellation notice.

2.3 If any cancellation or withdrawal occurs less than 3 months prior to the event or if the Exhibitor's Stand is not completed by the deadline for Stand completion (as stated in paragraph 2 above) or the Exhibitor fails to occupy its Stand in accordance with paragraph 9 of Part B, 100% of the Charges shall remain payable by the Exhibitor pursuant to paragraph 4.1 (Section A), and unless the Organiser is subsequently able to dispose of such Stand to another exhibitor, all costs, expenses and other amounts reasonably incurred by the Organiser in seeking to find an alternative exhibitor and carrying out any modifications necessary to the layout and making alternative arrangements for the Show as a result of the said Stand being unoccupied, shall be immediately payable by the Exhibitor to the Organiser on demand.

2.4 In the event that the Exhibitor and the Organiser agree, at the Exhibitor's request, to reduce the value of the Stand contracted for then in the event of any subsequent cancellation or withdrawal by the Exhibitor (howsoever occurring) the cancellation fee payable by the Exhibitor shall be calculated by reference to the Charges in the original Application Form agreed by the Organiser and Exhibitor and otherwise in accordance with clause A4.1 above.

3. Passes

Arrangements for passes will be confirmed in the Exhibitor Manual.

4. Eligibility of Exhibits/Exhibitors

4.1 The Exhibitor must inform the Organiser of all of the products and services it intends to display so that these can be approved and then included by the Organiser on the Application Form. In case of doubt the Exhibitor must consult the Organiser. Only products or services listed and fully and accurately described in the application form may be displayed or included in the Show.

4.2 Upon receipt of the Application Form Exhibitors must arrange the insurance required in paragraph B25.4 below.

5. Specific Requirements of the Authorities

Any Exhibitor serving refreshments from their Stand shall abide by the requirements laid out in the Food & Hygiene Section of the Exhibitor Manual and comply with all relevant food hygiene legislation.

6. Advertising etc.

All advertising and promotional materials of the Exhibitor or Sponsor shall only describe the Show by its official title: "The

Outdoors Show" or such other title as shall be notified by the Organiser which may include a reference to any title sponsor as defined in clause 10.

All advertising and promotional materials of the Exhibitor or Sponsor shall unless otherwise required or agreed by the Organiser incorporate a logo for the Show in a form notified by the Organiser (and no other form) which form may include or incorporate a reference to or logo of any title sponsor as defined in clause 10.

Show Guide and Internet Conditions of Acceptance:

6.1 The Organiser reserves the right to refuse, amend, withdraw or otherwise deal with all advertisements submitted to them at their absolute discretion and without explanation. All advertisements must comply with the British Code of Advertising Practice.

6.2 The Organiser will not be liable for any loss or damage consequential or otherwise occasioned by error, late publication or the failure of an advertisement to appear from any cause whatsoever.

6.3 The advertising Exhibitor will indemnify the Organiser against any damage and/or loss and/or expense which the Organiser may incur as a direct or indirect consequence of the advertising Exhibitor's advertisement.

6.4 The Organiser reserves the right to refuse stop-orders, cancellations or transfers as detailed on page 1, para 4.1.

6.5 Where the advertising Exhibitor has undertaken to supply inserts which have been accepted and approved by the Organiser, the Organiser reserves the right to charge the rate agreed if they fail to arrive at the agreed time and place for insertion.

6.6 The Organiser's terms of payment: As page 1, para 3.1.

6.7 Deadlines for display advertisements, colour illustration and text will be confirmed in due course. In the event of copy instructions not being received by the relevant copy date, the Organiser reserves the right to repeat the copy last issued, or copy bearing the company details of the advertising Exhibitor.

6.8 The advertising Exhibitor shall be responsible for the insurance of all blocks, artwork and other advertisement material delivered by him to the Organiser and the Organiser cannot accept any liability for any loss or damage.

6.9 The Organiser reserves the right to destroy all files and other materials which have been in their (or their printers) custody for 12 months provided always that the advertising Exhibitor, or his agent, has not been given instructions to the contrary. The Organiser may exercise this right, without giving further notice to the advertising Exhibitor.

6.10 The advertising Exhibitor warrants that all advertising submitted by them for publication does not in any way contravene the provision of the Trade Descriptions Act 1968 or the Sex Discrimination Act 1975.

6.11 The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above conditions and any conditions stipulated on any agency's order form or elsewhere, by an agency or an advertising Exhibitor shall be void insofar as they are in conflict with them.

7. Minimum Space Only Stand Size

Space Only sites can only be obtained with a minimum size of 25 square metres.

8. Title Sponsorship Rights

In the event that the Organiser shall appoint a title sponsor of the Show ("the Title Sponsor"), the Exhibitor or Sponsor shall not obscure, deface or otherwise interfere with any signage which is present at the Show and which contains any reference to or any logo of the Title Sponsor.

The Exhibitor or Sponsor shall respect the express rights of the Title Sponsor and shall in particular, without limitation, not publicly make any statement which denigrates the Title

Sponsor or its products or services or any person or company associated with the Title Sponsor or which could otherwise be reasonable expected to reflect adversely upon the Title Sponsor.

9. Legal Disputes

Any exhibitor who institutes any form of legal proceedings against the show organisers, will have their contract to exhibit terminated with no notice. In this instance, no refunds will be given.

10. Attendance

No representation by the Organiser regarding the anticipated levels of attendance by visitor and other Exhibitors at the Show shall form a part of the Contract and whilst every effort is made to promote the Show and ensure it is a success for all concerned, no guarantees or warranties will be given.

11. Prior Approvals/Consents

Note: The Exhibitor must apply for the Organiser's prior approval or consent IN WRITING, in a number of specific instances, as follows:

Para	Subject Matter
B2.2	Exemptions from the Rules and Regulations
B9.3	Exhibitor's failure to open Stand
B9.4	Removal of Exhibits prior to end of Show
B10.1	Sub-division of Stands
B10.2	Use of names other than the Exhibitor's
B15.2	Display of names of equipment of third parties
B17.3	Pets/Animals on stands
B18.1	Insufficient stock of goods
B20	Working machinery and exhibits
B21	Dangerous materials or exhibits/celluloid exhibits/naked lights etc.
B22.1	Video and cinematography displays and amplification
B23.1	Demonstrations
B24	Provision of food and/or drink
B25	Competitions, prize draws, raffles etc.
B27	Exhibits or services not fully described in the Application form
B28	Inflammable or dangerous materials/naked lights
B29	Use of unauthorised photographer
B34.1	Construction of space only sites
B35(a)	Enclosed stands
B37.1	Contractors for space only site stand construction

THE ATTENTION OF EXHIBITORS IS DRAWN TO PART B OF THESE RULES AND REGULATIONS.

PART B - OTHER PROVISIONS

The smooth and efficient running of the Show each year arises out of the spirit of co-operation which prevails between the Exhibitors, the Organisers, visitors and the public and all others concerned, and the careful and detailed planning that is given to its management.

It is, however, necessary that these Rules and Regulations and all other requirements imposed by the Organiser, the Owner of the Exhibition Hall, the Authorities and others be observed in the conduct of the Show.

The Organiser requires all Exhibitors to observe and carry out these Rules and Regulations and all other such requirements to ensure another successful Show for all concerned.

GENERAL INFORMATION

1. Definitions

1.1 In the Application Form and Parts A and B of these Rules and Regulations the following definitions shall have the following meanings:

"the Application Form": the official application form issued by the Organiser for applying for space at the Exhibition with which Rules and Regulations were issued;

"the Authorities": the relevant District or County Council or Metropolitan Borough Council or any of their departments; the relevant Fire Brigade; the relevant Police Department; The Home Office, HM Customs and Excise, and any other body or any other competent authority having jurisdiction in respect of locality in which the Exhibition Hall is located, in respect of the Show, any exhibit or service included in the Show or any activity connected with the Show;

"the Charges": all charges shown as being payable by the Exhibitor in the Application Form;

"the Contract": the agreement between the Organiser and the Exhibitor comprised by the Application Form (following acceptance by the Organiser) and these Rules and Regulations (with any modification as may be agreed in writing);

"the Exhibition / Show": the exhibition / show described on the first pages of these Rules and Regulations;

"the Exhibition Hall": all the buildings, premises and facilities located at the Exhibition which is named on the first page of these Rules and Regulations;

"Show Manager": the person or persons so designated by the Organiser;

"Exhibitor": the applicant named in the Application Form and, where the context admits, together with all its employees, servants, agents, contractors and subcontractors;

"Exhibitors Manual": the manual for Exhibitors at the Show to be provided to Exhibitors by the Organisers;

"the Stand": shall, unless otherwise specified, include any stand or space only site or other area made available to the Exhibitor as shown on the Application Form. This shall include all structures, fittings and fixtures thereon;

"Official Contractor": the official contractors for the provision of electrical, plumbing, stand construction and any other services, as designated by the Organiser;

"the Organiser": the Organiser named on the first page of these Rules and Regulations, together with all its personnel and agents;

"the Owner": all persons having any proprietary right or interest in or over the Exhibition Hall (or any part thereof) from whom the Organiser must obtain the right, and any necessary consent or approval to use the Exhibition Hall for the Show; and

"person": includes any individual, company, sole trader, partnership or other legal entity.

1.2 The 24-hour clock is used throughout these Rules and Regulations.

1.3 References to statutes or regulations shall include references to such statutes or regulations as amended, updated, consolidated or re-enacted from time to time.

1.4 Clause headings in these Rules and Regulations are for ease of reference only and shall not be taken into account in construing this agreement.

2. Compliance with Requirements of the Authorities and the Law

2.1 In addition to these Rules and Regulations, the Exhibitor must comply with the requirements of all relevant Authorities, all primary and secondary legislation, regulations, statutes, and enactments, all requirements of the insurance policies of the Owner and the Organiser and all other provisions in force from time to time applicable to the Show, the Exhibitor and/or any of the exhibits or services the Exhibitor wishes to include in the Show and where applicable with any regulations issued by or requirements of the Owner in force from time to time.

2.2 Exemptions from any of the Rules and Regulations may be granted only at the Organiser's discretion. NO exemption given by the Organiser will be effective unless it is IN WRITING by a director of the Show.

3. Nature of the Contract

3.1 No stand will be reserved or treated as allocated and no binding Contract shall exist until the Exhibitor has returned to the Organisers a fully completed Application Form and the same has been approved by the Sales Director/Manager on behalf of the Organisers. No hand-written amendments to the Application Form will be accepted and any Application Form so amended will be null and void.

3.2 The Contract constitutes a license to exhibit and not a tenancy. The Organiser reserves the right at any time to make such alterations to the floorplan of the Show as may in its opinion be necessary in the best interests of the Show and to alter the shape, size or position or space allocated to the Exhibitor (including re-siting of the features). If, as a result, the space allocated to the Exhibitor shall be reduced, a proportionate allowance will be made to the Exhibitor by adjustment of the Charges. No alteration to the space allocated will be made in such a way so as to impose on the Exhibitor any greater Charges than those agreed in the Contract.

4. Organiser's Liability - Cancellation of the Show, Force Majeure etc.

4.1 The Contract shall continue in full force and effect and the Organiser shall be under no obligation to repay the Charges paid or payable by the Exhibitor and shall be under no liability to the Exhibitor whatsoever (including, without limitation in respect of any actions, claims, liabilities, damages, losses (including consequential losses), loss of sales, loss of opportunity, costs or expenses whatsoever which may be suffered or incurred by the Exhibitor whether directly or indirectly), as a result of the happening of any of the following events:

- (a) the Show being abandoned, cancelled, postponed, suspended (in whole or in part) or otherwise adversely affected by reason of any act of God, war, fire, flood emergency, drought, labour dispute, trade dispute, terrorist act, threat of terrorism, strike, lockout, civil disturbance, riot, accident, the non-availability of the Exhibition Hall, or any other cause not within the Organiser's control;

- (b) any changes in the requirements of any Authority or the Owner in respect of the Show;
- (c) any adverse publicity, criticism or adverse comment regarding the Show or the Organiser made in any Newspaper or otherwise promulgated;
- (d) poor attendance at the Show by visitors and press.

Exhibitors are urged to seek appropriate insurance cover in respect of the consequences of the foregoing risks.

4.2 The Organiser shall be entitled to exercise all or any of the rights, powers or discretions conferred on it by the Rules and Regulations without assigning any reason and (unless otherwise provided) in such manner as, in the Organisers' view, is in the best interests of the Show. In no circumstances shall the exercise by the Organisers of any of these rights, powers or discretions give rise to any claim against it.

4.3 In no circumstances will the Organisers Office accept, sign or otherwise assume responsibility for any goods or other material on behalf of an Exhibitor or for any removal of any goods or materials. This includes the Build-up and Breakdown periods.

5. Intellectual Property

5.1 The Organiser shall not be liable for any liability the Exhibitor may incur in respect of the infringement of any copyright, trade mark, service mark, patent, trade name, registered design, designs or other form of intellectual or industrial property or any know-how, inventions, formulae, confidential processes or any other protected rights, assets or interest arising out of its participation in the Show. Certificates shall be obtained from the Department of Trade and Industry certifying the Exhibition for the purposes of Section 6 (2) of the Registered Design Act 1949. If an Exhibitor wishes to avail itself of the protection offered in the UK by that Act, it should make formal application for the registration of a design, not later than six months after the opening of the Show. If an Exhibitor wishes to avail itself under the Copyright, Designs and Patents Act 1988 it should make formal application for the grant of appropriate rights prior to the Show. Exhibitors should seek appropriate advice as regards protection of their rights outside the UK.

5.2 The Exhibitor shall not acquire or receive any right, or entitlement to or in connection with the Show or its name or any logo through exhibiting in the Show and use of the name and logo in advertising and promotional materials and agrees not to seek or claim any such right or entitlement.

6. Application and Interpretation of and Amendments to these Rules and Regulations

6.1 The Organiser reserves the right to add to, alter or vary any of these Rules and Regulations either generally or in respect of one or more Exhibitors but only insofar as is necessary:

- (a) to comply with the requirements of any relevant Authority or the Owner or applicable laws, regulations or other binding requirements or obligations;
- (b) to remove any ambiguity or inconsistency;
- (c) to better protect the interests of the Exhibitors as a whole;
- (d) to ensure the smooth and efficient running of the Show;
- (e) to alleviate or remove any actual or potential risk to the health and safety or any persons in the Exhibition Hall or to the Exhibition Hall or any exhibit; or
- (f) to comply with any insurance policy of the Organiser or the Owner related to the Exhibition Hall or the Show.

PROVIDED that such addition, alteration or variation shall wherever practicable, be effected so as to minimise any adverse effect on the Exhibitors as a whole and shall wherever practicable, be communicated to Exhibitors at the earliest opportunity.

6.2 In the event of any dispute as to the interpretation of these Rules and Regulations as a result of their translation into a foreign language, the English version shall be taken as authentic.

6.3 Each Exhibitor shall be bound in all respects by these Rules and Regulations. Waivers, variations, oral agreements or arrangements, individual permits or consents shall only be valid if effected in writing and signed by a Director of the Show.

6.4 Each Exhibitor must bring to the notice of all its employees and its agents and contractors engaged by it in connection with the Show the provision of these Rules and Regulations, and any claim arising from or affected by the failure of the Exhibitor to give such notice shall be the sole responsibility of the Exhibitor concerned and the Exhibitor shall indemnify the Organiser in respect of any such claim that may be made against the Organiser.

7. Disputes

Questions or disputes that may arise between the Organiser and Exhibitors or between Exhibitors regarding the interpretation or meaning of these Rules and Regulations or the implementation thereof and all questions or disputes not provided for by these Rules and Regulations shall be referred to and determined by the Organiser whose decision in relation thereto shall be final.

OCCUPATION AND USE OF STAND

8. Entitlement to Occupy Stand

8.1 In no circumstances will an exhibitor be permitted to erect or occupy its stand if the charges have not been paid in full. Should an Exhibitor be prevented from occupying its Stand for this reason, all Charges paid shall be forfeited and the balance of the Charges due shall be recoverable forthwith by the Organiser. The Organiser shall be entitled to utilise the Stand allocated to such an Exhibitor in such manner as the Organiser thinks fit, and the Exhibitor shall indemnify the Organiser in respect of any cost involved in doing so.

8.2 All exhibits which are the property of the Exhibitor are subject to a general lien and power of sale in favour of the Organiser for all Charges or other sums due from the Exhibitor to the Organiser.

9. Obligation to Occupy Stand

9.1 The Exhibitor shall cease to have any right or entitlement to its stand if it is not staffed and ready for the admission of visitors one hour prior to the initial opening of the Show. Any such stand may be disposed of by the Organiser. The Exhibitor shall remain liable for the full Charges for the Stand together with any additional costs, expenses or other amounts payable under paragraph A4.3.

9.2 On each day after the initial opening day when the Show is open to visitors, the Stand must be staffed and ready for the admission of visitors at least 30 minutes prior to the opening time on that day. If the Exhibitor:

- (a) fails to have the Stand staffed and ready as aforesaid by the specified time, the Organiser may open the Stand up to allow visitors to gain access and/or may require that the Stand remains closed throughout the remainder of the day; or
- (b) having opened the Stand, closes it or leaves it unattended at any time during the official opening hours of the Show, the Organiser may re-open the Stand to allow visitors to gain access and/or require that the Stand remains closed throughout the next day on which the Show is open to visitors.

Where the Organiser opens or re-opens the Stand pursuant to this paragraph it shall have no liability to man or staff the Stand and have no liability to the Exhibitor for any loss or damage that may directly or indirectly be suffered or incurred.

9.3 If without the prior consent in writing of the Organiser, the Exhibitor fails to open its Stand for at least one day on which

the Show is open to visitors and the Organiser reasonably believes the Exhibitor may not open the Stand subsequently, the Organiser may (by notice to the Exhibitor) elect to treat the Exhibitor as having withdrawn from the Show, whereupon the provision of paragraph A4.1 (insofar as they relate to withdrawal by Exhibitors) shall apply, without prejudice to any other rights or entitlements of the Organiser.

9.4 Stands must be fully and appropriately stocked with exhibits attractively displayed throughout the whole Show. No exhibit shall be removed from the Stand of the Exhibitor until the Show has ended, unless the prior consent of the Organiser has been obtained in writing.

10. Use of Stand/No Subletting etc.

10.1 Exhibitors shall not sublet or divide the Stand allocated to them or permit the Stand to be utilised by any other person or company without the Organiser's prior consent in writing.

10.2 Without the prior written consent of the Organiser, no name(s) other than that of the Exhibitor (or any persons it represents in accordance with paragraph B26.3 or has borrowed equipment from, in accordance with paragraph B18.2), may be displayed on the Stand, nor may any literature or handbills in respect of any goods other than those of the Exhibitor be displayed or distributed unless otherwise specified on the Application Form.

10.3 Exhibitors wishing to use products from other persons to enhance or complete their displays must use the products of other Exhibitors participating in the Show wherever possible.

CONDUCT OF EXHIBITORS AT THE SHOW

11. Right of Entry

The Organiser and the Owner and those authorised by them respectively have the right to enter the Exhibition Hall and Stands at any time to carry out inspections, execute works, repairs and alterations and for all other purposes. No compensation will be payable to the Exhibitor for damage, loss or inconvenience caused by the reasonable exercise of this power.

12. Admission to the Show

12.1 The Organiser reserves the right to refuse to admit or to expel from the Exhibition Hall, any person at any time notwithstanding that person's possession of any official pass or ticket.

12.2 The Organiser will issue official passes or tickets of admission and no other form of admission pass or ticket will be valid. Passes will only be valid with a photograph of the pass holder.

13. Gangways/Aisles

13.1 It is the responsibility of the Exhibitor to ensure that gangways adjacent to its Stand are kept free from obstruction during the whole of the time the Exhibition Hall is open for the purpose of the Show and so far as practicable during the setting up and the dismantling of the Show.

13.2 The Organiser reserves the right to require any Exhibitor who, in the opinion of the Organiser, is using his Stand for demonstrations in such a manner as to cause or to be likely to cause congestion in the gangways, to arrange for counters or other Stand structures to be set back 1.2m (4ft) from the front limit of the Stand.

13.3 No person for whom the Exhibitor has responsibility shall:

- (a) lecture from his Stand or address visitors in such a way as to collect a crowd in or cause congestion in the gangways. The use of rostrums is not permitted and exhibitors wishing to work from platforms greater than 100mm in height must obtain prior written approval from the organisers.
- (b) be allowed to perambulate or use any of the gangways, foyer or forecourt or within a 100 metre

radius of the Exhibition Hall for the purpose of exhibiting, promoting, demonstrating, selling, giving away, or advertising any goods or services or for the purpose of data collection or data research. Any person breaching this requirement is liable to be removed from the Exhibition Hall and refused readmission;

In cases of serious or persistent breach of these obligations in Para B13, the Organiser may in accordance with paragraph B41 exclude the Exhibitor or terminate the Exhibitor's Contract.

14. Stand Numbers and Directional Signs

The Organiser reserves the right to affix stand numbers or direction signs on any stands in any position.

15. Displaying Promotional Material

15.1 Perimeter wall banner sites will be sold at the discretion of the Organiser. The Exhibitor is not allowed to place or affix advertisements anywhere in the Exhibition Hall except on its own Stand which must be of a type and in a manner approved by the Organiser. The Exhibitor may not distribute advertising matter from the gangways but only from its Stand and only in relation to its own goods or services, and the Organiser may deny the Exhibitor the right to distribute advertising matter as aforesaid if, in the Organiser's reasonable opinion, such material or the manner of its distribution is inappropriate or offensive to the Show.

15.2 Where an Exhibitor uses the equipment of any other person on its Stand (whether to demonstrate its own products or for any other purpose) the display of the name of the person providing the equipment without prior written consent of the Organiser is not permitted, unless that person is also an Exhibitor.

15.3 All advertising material, signs and notices displayed by the Exhibitor on its Stand must be typeset and printed or professionally sign written. The display of hand-written notices will not be permitted under any circumstances and the Organiser will have the right to remove any of the Exhibitor's signs or notices immediately.

16. Official Catalogue

An official catalogue will be issued. The Exhibitor consents to its particulars being included in the catalogue but neither the Organiser nor the sponsors of the Show will be liable for any omissions, mistakes or other errors in the catalogue.

17. Conduct of Exhibitors

17.1 The Exhibitor and all persons for whom it may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not in the view of the Organiser cause disturbance to any other Exhibitor, any visitor or the Organiser, and shall not create any disturbance, loud noise or obstruction or demonstration which is in the view of the Organiser unnecessary or unacceptable.

17.2 Any person who does not comply with these requirements shall be liable, at the discretion of the Organiser, to be removed from the Exhibition Hall and refused re-admission during the period of the Exhibition. The Exhibitor must conduct its business only from its Stand and must not, under any circumstances, canvas visitors in the aisles.

17.3 No Exhibitor shall allow any pet or animal on their Stands without the Organiser's prior consent in writing. Exhibitors are reminded that they must comply with the requirements of the Pet Animals Act 1951 and obtain all necessary licences for the sale of any animal from the relevant Authorities, in addition to any existing licences for their business premises. The Act lays down that an animal is any living creature having a vertebrate structure.

17.4 The Exhibitor must ensure that all persons employed or engaged to work on its Stand present a clean and tidy appearance and maintain a polite and sober demeanour at all times. The Organiser may confiscate the pass of and exclude from the Show any person not conducting himself in the

required manner. Any person deemed to be intoxicated in the opinion of the Organisers will be removed from the Show.

17.5 Any Exhibitor making cash sales for ready money from its Stand must use a cash till. No bum-bags, cash aprons, etc., are permitted without the written permission of the Organisers in advance.

17.6 Notwithstanding the generality of paragraph B2, the Exhibitor's attention is drawn in particular to the requirements of the Health and Safety at Work Act 1974 and the Environmental Protection Act 1990 which are to be complied with at all times and in all respects.

17.7 Any Exhibitor proposing to distribute balloons must obtain the Organiser's prior written consent to do so. Such consent will be granted only under the following conditions:

- (a) the balloons must be clearly identified with the name of the Exhibitor;
- (b) the Exhibitor agrees to pay the additional costs incurred by the Organiser in the daily collection and removal from the Exhibition of balloons, debris from burst balloons and damages to the fabric of the building. Costs will be from £100.00+ dependent on the number of balloons to be retrieved and the damages caused.

17.8 The distribution of any form of self-adhesive badge or sticker by the Exhibitor or any other person is not permitted.

18. Sales of Goods and Acceptance of Deposits

18.1 Exhibitors offering goods for sale must hold a sufficient stock of such goods to meet all reasonable demand. If, through unforeseen circumstances, Exhibitors are unable to meet the immediate public demand for their goods the Organiser must be informed of this fact AT ONCE and customers at the Exhibition must be notified that such is the case when orders are taken. Unless the Organiser's consent in writing is obtained, further orders shall not be taken. Payment must not be accepted for goods that cannot immediately be delivered unless customers are fully informed of the period of delay.

18.2 Whilst the Organiser does not object to the Exhibitor receiving payment in advance or deposits on any order, the Organiser reserves the right at its discretion without giving any reason and without incurring any liability at any time to require the Exhibitor to refrain from taking any, or any further, payments in advance or deposits either altogether or until the Exhibitor shall have deposited with the Organiser such a sum which is in the opinion of the Organiser sufficient to refund any payments in advance or deposits which the Exhibitor has received or is likely to receive. If the Exhibitor is required to make such a deposit, but fails within such period as the Organiser may stipulate to deposit the required sum, the Organiser may (without prejudice to all accrued rights of the Organiser), exclude the Exhibitor from the Show.

18.3 The full legal name and title of the Exhibitor, together with the permanent and any registered office address and exhibition stand number must appear on every receipt given for all sales at the Show.

19. Timeshare Property

In the interests of the good name of the show, there is an absolute prohibition on any activities relating to timeshare properties. In particular, the Exhibitor must not:

- (a) allow any sale, promotion or other activity calculated to lead (whether directly or indirectly) to the sale or promotion or which otherwise assists in the exploitation of any timeshare property or any interest therein; or
- (b) allow any mailing list or other compilation of names, addresses, telephone numbers or other means of contacting any person or company generated as a result of participation in the Show, to be used (whether directly or indirectly) for any of the purposes described in paragraph B19 (a) above or to be sold to any third party for any of the aforesaid

purposes.

If the Organiser reasonably believes that any Exhibitor has failed to comply with any of the provision of this paragraph, the Organiser may, in accordance with paragraph B41 forthwith exclude the Exhibitor from the Show or terminate the Exhibitor's Contract and the Organiser shall have no obligation or liability to such an Exhibitor.

20. Working Machinery and Exhibits

Moving machinery shall, at the expense of the Exhibitor, be installed and fitted with adequate protection, to the satisfaction of the Organiser and the Owner. If such machinery shall, in the opinion of the Organiser, be dangerous, noisy or cause annoyance to other Exhibitors or to visitors, it shall be switched off or removed on request by the Organiser. No motors, engines, furnaces, contrivances or power-driven machinery may be exhibited in operation without adequate protection against fire and other risks as approved by the Organiser in writing. 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 machinery is 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 and replaced as soon as possible.

21. Dangerous Materials and Exhibits

21.1 No naked lights, oil lamps or temporary gas or electrical fittings may be used in the Exhibition Hall unless the prior consent in writing of the Organiser is obtained.

21.2 No petrol, poisons, corrosive chemicals, compressed gases including LPG, flammable substances or other dangerous substances or materials are allowed into the Exhibition Hall unless the prior consent in writing of the Organiser is obtained.

21.3 The Exhibitor must conform to and observe all regulations and requirements concerning dangerous materials and substances as laid down by the Authorities and comply with all applicable laws.

21.4 Non-flammable materials such as silk must be used for lamp shades and ordinary cotton or paper lampshades must not be used with lighted lamps. Celluloid or any other flammable exhibits may only be shown under special conditions approved in writing by the Organiser, and only then in limited quantities.

22. Video and Cinematograph Displays, Sound Amplification, Performing Rights and Copyright

22.1 No Playing of any gramophone, hi-fi, or radio or display of any video or cinematograph film or other form of visual reproduction or amplification shall be permitted on stands without the Organiser's prior approval in writing. This is for the purposes only of being satisfied that the equipment is technically sound and complies with the owner's regulations. No microphones, or sound amplification, or use of a public address system is permitted at the Show.

22.2 Where approval is granted by the Organiser, and in addition to any specific conditions contained in the said approval, the following conditions will apply:

- (a) any film used must be non-flammable.
- (b) any projector housing and covering must be of non-flammable material in accordance with the requirements of the Authorities and the Owner;
- (c) such permitted activity must be carried out in a manner which, in the view of the Organiser, does not interfere with or cause annoyance to Exhibitors and/or visitors on adjacent stands;
- (d) any seating permitted must be in accordance with the Authorities regulations.

- (e) it must not cause obstruction of the gangways by persons viewing or listening.

22.3 Any consent given under clause 22.1 is subject to the express condition that the Exhibitor has or will obtain the appropriate licences under clause 22.3 and the Exhibitor hereby agrees to indemnify (on a full indemnity basis) the Organiser from and against all claims, demands, and liability which the Organiser may incur or suffer as a result of the Exhibitor's failure to obtain appropriate licences and to comply with the Copyright, Design and Patents Act 1988. Licenses include: PRS (required by any exhibitor playing music on their stand by DVD, CD, tape, record or video), PPL (required by any exhibitor playing music by DVD, CD, tape or record), VPL (required by any exhibitor playing music on their stand by way of video or DVD) and a Film Bank Distribution License (for any exhibitor playing a feature film or clip).

22.4 Upon demand, from the Organiser, the Exhibitor shall forthwith produce the licences required under clause 22.3 and failure to do so will entitle the Organiser to cancel any consent it has granted under clause 22.1 and remove the audio and visual equipment from the Exhibitor's Stand. The Exhibitor shall comply with all relevant provisions of the Copyright, Design and Patent Act 1988.

23. Demonstrations

23.1 An Exhibitor wishing to carry out demonstrations on its Stand must obtain prior written consent of the Organiser. Such consent must be sought in writing at least 2 months prior to the opening of the Show, giving details of the intended demonstration. All demonstrations or efforts to advertise, promote sales and operate Exhibits must be conducted so as not to cause any annoyance or inconvenience to other Exhibitors and visitors. Any such activity, which in the opinion of the Organiser is dangerous, causes annoyance to any other Exhibitor or visitor or is otherwise inappropriate will be prohibited. The Organiser may in the case of serious or persistent breach of this requirement, in accordance with clause 41, exclude the Exhibitor or terminate the Exhibitor's Contract.

23.2 Any Exhibitor wishing to carry out demonstrations requiring a Special License shall not do so until the License has been issued.

23.3 Paragraph B13 (Gangways/Aisles) is also of relevance to the carrying out of demonstrations.

24. Food and Drink

24.1 Food and/or refreshments must not be served or samples supplied to visitors unless the consent of the Organiser has been obtained. Such consent must be sought in writing at least 2 months prior to the opening of the Show, giving full details. Any Exhibitor selling or otherwise providing food and/or refreshments to persons visiting the Exhibition must comply with the provisions of the Food Safety Act 1990 and all other relevant legislation and regulations and the requirements of all relevant Authorities. (See Exhibition Rules and Regulations, paragraph A7.)

- (a) No retail sales of intoxicating liquor may be made by the Exhibitor unless prior consent in writing has been obtained from the Organiser at least two months before the opening of the Show and the appropriate licences and permits have been granted by the relevant Authorities.
- (b) The Exhibitor may sell alcoholic liquor in WHOLESale quantities from the Stand only on the following conditions:
 - (i) that the Organiser's prior consent in writing has been obtained;
 - (ii) that the Exhibitor holds a current and valid licence issued by HM Customs and Excise permitting them to deal wholesale in the classes of liquor which they propose to sell'

- (iii) that the Exhibitor holds in addition a valid authority from HM Customs and Excise permitting the sale of liquor in wholesale quantities from the Stand at the Show;
- (iv) that the Exhibitor undertakes that there will be no RETAIL sales from the Stand.

24.2 Where food or drink is sold or otherwise supplied from the Stand in cartons or bottles or other disposable container or wrapping, the Exhibitor must provide a container or containers of adequate size on the Stand for the disposal of empty cartons, bottles, etc. The Exhibitor is responsible for the periodic emptying of his own container or containers and must keep the area clean and tidy and free of debris.

25. Competitions

25.1 The primary purpose of the Exhibition is the display and promotion of exhibits and services and not the compilation of mailing lists or other compilations of names, addresses, telephone numbers or other means of contacting any person or company.

25.2 The prior written consent of the Organiser must be obtained prior to any competition, raffles, prize draw, lottery or similar activity which allows the compilation of mailing lists or other such competitions.

25.3 Any competition, raffle, prize draw, lottery or similar activity shall not be incidental to the Show and while mailing lists and other compilations may be compiled from details of entrants, for the Exhibitor's own purposes (and not for transfer or sale to any third party or in contravention of paragraph B19 (Time Share Properties)) the making of such mailing lists or other compilations must be ancillary to and not the primary purpose of the Exhibitor taking part in the Show.

25.4 Any Exhibitor wishing to hold any such competition, raffle, prize draw, lottery or similar activity must give notice in writing to the Organiser at least 1 month prior to the opening of the Show, giving details thereof and evidence to satisfy the requirements of this paragraph B25. The Organiser may withhold consent in respect thereof if not reasonably satisfied that the Exhibitor has complied with paragraph B25 or if the same is not conducted in accordance with the description supplied is incomplete or inaccurate. The Organiser reserved the right to withdraw any consent granted under paragraph B24 if its provisions are subsequently not met, whereupon such competition, raffle, prize draw, lottery or similar activity shall not take place and any entry forms received shall be surrendered to the Organiser.

25.5 All competitions, raffles, prize draws, lotteries or similar activities shall be drawn on the final day of the Show by or in the presence of an authorised representative of the Organiser and full details of the winner shall be notified to the Organiser in writing immediately following the draw or the judging of any competition. Exhibitors are reminded that they are responsible for compliance with the Lotteries and Amusements Act 1976 and the Gaming Act 1968 and any other relevant legislation and regulations thereunder.

26. Retailing

26.1 The Outdoors Show offers the outdoors enthusiast a day out where they can be inspired to take part in more outdoors activities, can gain information about new activities and places to do them and shop for clothing and equipment. The overall aim of the show is to deliver a high quality visitor experience including the very latest clothing and equipment. In order to achieve the right balance of experiences the amount of retailing in the show will be limited to no more than 30% of the show.

26.2 Retailers are asked to apply for exhibition space and all applications will be subject to approval of the show's Retail Committee. The following general quality controls will apply and priority will be given to those retailers who will be displaying up to date clothing and equipment.

- a) All retail activity will offer the visitor a wide range of high quality products.

- b) All retail activity should support and not undermine the presence of branded manufacturers.
- c) All display material should be clear and concise, to the highest standards and of a form which will not mislead visitors.
- d) Visitors should be given the best possible advice, consistent with best practice, bearing in mind the purpose for which particular items are offered for sale.
- e) Stands and display material to be of a high quality standard – exhibitors will not retail from boxes or palletes and these items must not be visible to the visitor on any stand.
- f) Visitors shall be offered a high level of expertise and knowledge by staff / stand holders.
- g) Visitors shall be offered the very latest clothing, footwear and equipment. Any retailer wishing to exhibit anything other than live product lines (ie those available on the High Street) must have written agreement from the Organisers.

26.3 Exhibitors who fail to cooperate with this policy and do not deliver a high quality experience may have their stand closed down and will not be invited back in future years. In the event of an exhibitor being closed down, no monies will be refunded.

27. Risk and Insurance

27.1 Each Exhibitor exhibits entirely at its own risk and responsibility and should be fully insured to cover theft and be covered for product liability as per 26.4.

27.2 The Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise), arising in connection with the erection and dismantling of the Exhibitor's Stand and anything permitted, omitted or done thereon or therefrom during the period of the Show or during the construction and dismantling periods arising directly or indirectly by the act, omission or neglect of the Exhibitor or from any exhibit, article or thing in the possession or use of or under the control of the Exhibitor.

27.3 The Organiser will take such precautions as it may consider appropriate for the proper running of the Show, but will not at any time be responsible for the loss of, or damage to, or safety of any Stand, Exhibit, materials or other property of any Exhibitor or any other person under any circumstances.

27.4 All Exhibitors must effect their own insurance against all relevant risks. In any event, each Exhibitor must hold:

- (a) a Public Liability policy of insurance to cover its legal liability for negligence providing cover of at least £2,000,000 injury or damage.
- (b) Product Liability insurance of at least £1,000,000.

Or, in each case, such other amount as the Organiser may require. All such policies of insurance shall be produced to the Organiser on demand and if the Exhibitor persistently fails to produce the same, the Organiser may having given the Exhibitor at least 7 days notice in writing of such intention effect such insurance on its behalf and in the name of the Exhibitor and to charge the Exhibitor for all costs thereby incurred.

27.5 The Organiser may arrange for Exhibitors to be offered any insurance policy, details of which will appear in the Exhibitor's Manual. Such policy is not endorsed or otherwise recommended by the Organiser and its appropriateness for the Exhibitor must be assessed by the Exhibitor.

27.6 The Exhibitor shall do nothing to jeopardise the current insurance policies of the Exhibition Hall or the agreement between the Exhibitor and the Owner regarding the use of the Exhibition Hall. The Exhibitor shall in all cases comply with any requirements of the Fire Officer or other Authorities concerned.

28. Approval of Exhibits

28.1 The Exhibitor must satisfy itself that its exhibits and/or products comply in all respects with these Rules and Regulations and all applicable requirements of the Authorities. The Organiser reserves the right to reject for inclusion or, at any time before or during the Exhibition to require to be removed any exhibit and/or service:

- (a) which was not fully and accurately described in the Application Form and whose inclusion would not have been permitted had it been so described; Hand written additions and/or amendments will not be accepted.
- (b) which in the view of the Organiser does not comply with these Rules and Regulations.
- (c) which in the view of the Organiser, or which the Owner or the Authorities states is unsafe or unsuitable for inclusion in the Show or on the stand allocated; or
- (d) which in the Organiser's opinion is not germane to the Exhibition.

The decision of the Organiser as to such exclusion and/or removal of exhibits will be absolutely final and binding.

28.2 No Exhibitor may exhibit, demonstrate, sell give away or advertise any goods, services or literature relating to goods or services which are not its property or which it is not entitled to advertise demonstrate, promote or sell.

28.3 Where an Exhibitor is the selling agent in the United Kingdom for another person and intends to exhibit such person's products, it must state on the Application Form such person's name and products and undertakes only to exhibit its own and such other person's products.

28.4 Whenever any Exhibitor advertises, promotes or sells its products or services at or in conjunction with the Show (whether directly by the Exhibitor through any agent or any other person) the Exhibitor must ensure that the same is carried out to the reasonable satisfaction of the customer (or would be customer) and in compliance with all applicable laws and requirements of all relevant Authorities.

29. Fire Precautions

The Exhibitor shall observe all the requirements of the Organiser and the Authorities in relation to fire precautions, including (without limitation) the following:

- (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 at least 150mm clear of the floor.
- (b) Inflammable substances: Explosives or inflammable substances may not be exhibited or brought into the Exhibition Hall without the prior approval in writing of the Organiser. Articles containing celluloid may only be shown in glass showcases or if 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 Build-up and Breakdown, except with the prior consent in writing of the Organiser, after obtaining the approval of the Authorities and the Owner.
- (d) Fire Extinguishers: These will be placed strategically around the hall.

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

SERVICES

30. Photographs

An official photographer will be appointed and may be used by Exhibitors requiring his services. To avoid undue congestion,

the Exhibitor shall not engage any other photographer to take photographs, or arrange for any person to draw, copy or reproduce any Stand, exhibit or article in the Exhibition Hall without the prior consent in writing of the Organiser. Photography for personal use only is not restricted. Any photography of the aforesaid activities that are permitted must not obstruct or impede visitors or access to Stands.

31. Catering/Entertaining

31.1 Other than in respect of the stands designated for the provision of food or in respect of samples permitted under paragraph B23, all articles for human consumption, whether for eating, drinking or smoking with the Exhibition Hall or which are dispensed or given away must be obtained from the official caterers. Official caterers have an office in the Exhibition Hall where orders may be placed for Exhibitors' requirements.

31.2 Entertaining must take place only on portions of Stands that are partitioned off and not open to visitors.

32. Rubbish

32.1 The Exhibitor is responsible for ensuring that its Stand and exhibits are maintained in a clean state throughout the period of the Show. Cleaning and Stand maintenance must take place outside of the opening hours of the Show. The Exhibitor may use the Official Cleaner, but must make its own arrangements with and shall be solely responsible for the costs incurred by using the Official Cleaner.

32.2 Food waste shall be disposed of in a suitable manner and shall not be disposed of in public toilets and sinks.

32.3 In the general interest of the Exhibition, Exhibitors must ensure their Stands are at all times kept clean and free of rubbish to the satisfaction of the Organiser. Rubbish, empty cartons or packing material must be deposited in the gangways as early as possible, but in any event, no later than 30 minutes before the exhibition is opened to the public. Where the supply of food or drink is permitted, Exhibitors must provide suitable number of rubbish bins on their stand for the disposal of rubbish.

33. Other Services/Failure of Services

33.1 Other than in respect of cleaning, site only stand construction and shell stand interiors, the Exhibitor may only use the Official Contractors for the services the Exhibitor may require.

33.2 The Organiser will seek to ensure the supply of the services specified in the Exhibitor's Manual, but where the supply of such services is not within its reasonable control, the Organiser shall not incur any liability to any Exhibitor for any losses, costs or damage if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any rebate or allowance in respect of Charges due or paid under the Contract.

STAND DESIGN AND CONSTRUCTION

34. Shell Stands

34.1 Shell stands will be provided by the Organiser and will be in accordance with the specification given in the Exhibitors' Manual, which will be sent to all Exhibitors. The conditions governing the carrying out of all additional construction work, with which the Exhibitor must comply, are also contained in the Exhibitors' Manual.

34.2 All additional stand fitting must be contained within the stand structure i.e. No fittings may exceed the height of the floor level to the underside of the shell scheme roof beams.

34.3 No exhibits, displays, signs or advertising material may be fixed to or suspended from the shell stand fascia or from any point on the ceiling of the Stand within 1/2 metre from the fascia except where the prior consent in writing of the Organiser has been obtained.

34.4 All Stands must have adequate lighting.

34.5 All stand sizes are approximate as detailed in the Application Form and no variation from the amount invoiced will be considered.

35. Space Only Sites

35.1 Exhibitors must make their own arrangements for design, construction and demolition of stands for space only sites and may use either the official contractor or a contractor of their choice. Full contact details of the chosen contractor must be forwarded to the Organisers along with stand plans. The Exhibitor must submit detailed stand plans and colour visuals to include; positions and dimensions of constructed walling/units, structural calculations (if required), details of stand construction materials to be used, elevations, method statements, risk assessments and layout of exhibits. Exhibitors must satisfy the Organiser through risk assessment that the erection and demolition can be carried out safely within the allotted time and that the safe running of the stand during the show open period has been assessed. Stand plans should be submitted to the organisers at least 2 months prior to the opening of the Show.

35.2 No aluminium or other metal stand fitting systems are permitted in the Show without the prior written consent of the Organiser.

35.3 It is the responsibility of the Exhibitor to submit plans, visuals and structural calculations in order that the Organisers may apply to the necessary parties (e.g. structural engineers, venue management or local authority) on their behalf. The Organiser shall have no liability to the Exhibitor if approval of any Stand cannot be obtained or is not obtained in time for the Stand to be ready for the Show. Such consent is required where an Exhibitor intends to erect any stand, which is deemed to be structurally complex. A stand is structurally complex (by way of example only) if the stand or any part of the stand or exhibit:

- (a) is multi-storey
- (b) is 4m or above in height
- (c) contains stairs or staircases
- (d) contains platforms over 100mm in height
- (e) contains provision for a seated audience
- (f) has a travel distance greater than 12m
- (g) requires foundations, cutting or fixing to the floor

Four copies of plans with structural calculations must be submitted to the Organiser at least two months before the Show opens.

35.4 All Stand structures must be finished to present a clean appearance from gangways and adjoining Stands. The minimum height for all walls is 2.5m. Any Exhibitor erecting a stand over 2.5m in height is responsible for ensuring that the rear of any dividing wall over this height is finished and decorated to an acceptable standard.

35.5 No scaffolding may be used to construct a Stand without the prior written consent of the organisers.

35.6 Solid walls on the perimeter of space only sites are not permitted where facing other stands, or in certain restricted positions indicated on the Exhibition floor plan. Long runs of walling should also be avoided and full details of any walling should be included in the space only stand plans submitted to the organisers prior to the Show.

35.7 If the Exhibitor has failed to comply with the Rules & Regulations or requirements of the Venue, Authorities, Structural Engineer or Organisers in respect of any aspect of plan submission or stand construction/demolition, the Organiser may prevent work from commencing or from being carried out on the Stand by or on behalf of the Exhibitor and may remove any partially or fully built stand and any exhibits from the Exhibition, or terminate the Contract, whereupon paragraph B41 shall apply.

35.8 All Stands must have adequate lighting.

35.9 No mobile units or trailers may be used in the construction of any stands without prior written consent of the Organisers.

35.10 Should Level 2 of Earls Court be used in conjunction with the show, all exhibitors with stands in Earls Court 1, on the ground level, must ensure that the top of their stands have a clean finish ceiling when viewed from above (i.e. no wire, fittings or unfinished timber should be visible). Likewise, the rear of stand walls adjacent to the escalators must be finished to a high standard.

36. All Stands

The following shall apply in respect of the design or construction of all types of Stands:

- (a) the prior approval in writing of the Organiser must be obtained for enclosed Stands at least one month before the opening of the Show;
- (b) special attention must be given to the exterior design of partially or totally enclosed Stands and exteriors should have walls relieved by display items. Walls may not be left in plain colours and display or other items attached must not project over the frontage of the space taken by the Exhibitor;
- (c) the Organiser may, at the expense of the Exhibitor, remove or alter anything in, on or forming part of any Stand or display if, in their opinion, this is necessary to comply with these Rules and Regulations or it is desirable to do so in the interests of the Exhibition;
- (d) all electrical installations and plumbing must be carried out by or inspected for approval by the Official Contractor for the area in which the Stand is situated;
- (e) where illuminated fascia boards are used on stands, the lighting thereof shall be of sufficient power to light the fascia board only, and must not cause a spill of light on to neighbouring stands. No flashing lights will be permitted other than for safety reason. The Organiser reserves the right to disconnect the electricity supply to any illuminated fascia which in their opinion is causing a nuisance to any other Exhibitor;
- (f) the Exhibitor will be responsible for any charges of the District Surveyor or any other Authority that may be imposed in connection with inspection of its stand design or construction; and
- (g) a Stand number is to be displayed on each open side of a Stand.

37. Fixing of Carpets

The only method by which carpets or other floor coverings may be fixed on the floor of the Exhibition Hall is by backing tape of a brand approved by the Organiser, who holds a list of approved brands. All costs of removal of glue or unapproved backing tape shall be paid by the Exhibitor.

38. Employment of Labour

38.1 Any contractor (other than an Official Contractor) proposed to be employed by an Exhibitor for the carrying out of permitted work within the Exhibition Hall in connection with Stand fittings or space only stand construction, must be approved in writing by the Organiser not later than 2 months before the opening of the Show. No unapproved contractor shall be permitted to enter the Exhibition Hall.

38.2 The Exhibitor shall procure that all its contractors comply with these Rules and Regulations, all requirements of the Authorities, the Exhibitors' Manual and the Contractors Manual.

38.3 The Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise) arising in connection with any actions taken by or omissions of its contractors, whether or not pursuant to instructions from the

Exhibitor. Accordingly, all Exhibitors are strongly advised to ensure that their contractors have insurance against all relevant risks, to include Public Liability policy of insurance to cover its legal liability for negligence with minimum cover of at least £2million injury or damage.

AFTER THE EXHIBITION

It is essential that the stand is dismantled and the exhibition hall cleared within the strict timetable imposed by the organiser.

39. Removal by Exhibitors

39.1 Exhibitors are responsible for the complete removal from the Exhibition Hall of all exhibits, i.e. Stands built on space only sites goods and materials used by them, together with all waste and rubbish, in accordance with the directions of the Organiser. Should any Exhibitor fail to remove any of the foregoing within the time stipulated in the Exhibitors Manual, then the Organiser shall be entitled but not obliged to remove and dispose of such materials without liability to the Exhibitor, who shall be liable for and indemnify the Organiser in respect of all liabilities, costs and expenses thereby suffered or incurred and the Exhibitor shall also indemnify the Organiser in respect of any claim or liability suffered or incurred by the Organiser for failure to give possession of all or any part of the Exhibition Hall to the owner on the due date.

39.2 The Organiser reserves the right to specify the time at which individual Stands and exhibits shall be removed.

39.3 Notwithstanding instructions issued specifically for the closing night of the Show, the security of exhibits, Stands, furniture and all property of Exhibitors at all times including during the dismantling period is wholly the responsibility of the Exhibitor and the Organiser will not be responsible for any loss or damage suffered or incurred.

40. Dilapidations

40.1 The Exhibitor is responsible for the cost of making good, restoring or renewing all damage or dilapidations to the Exhibition Hall or any part thereof, caused by the Exhibitor or any person employed or engaged on its behalf or any visitors to its Stand. Dilapidations include (by way of example only) marks caused by paint, distemper, mortar or any other adhesive substance (including carpet tape - see above: paragraph 36); bolt, screw or nail holes, battens, boarding or any other material or substances attached or adhering to walls, floors or any part of the building; loose wire, waste, rubbish or other items left behind. The cost of making good will be assessed by the Organiser or the Owner and charged to the Exhibitor by the Organiser. In their own interests Exhibitors should satisfy themselves as to the condition of their site, both before stand erection and after clearance.

40.2 Exhibitors occupying shell stands are also responsible for the cost of making good, restoring or renewing any damage or dilapidations to shell stand structures, floor coverings, light fittings, or any part thereof, whether caused by themselves or by any person or persons employed or engaged on their behalf or visitors to their Stand. The cost of making good any damage will be assessed by the shell stand contractor and advised to the Exhibitor and paid forthwith by the Exhibitor.

MISCELLANEOUS

41. Indemnity by Exhibitors

The Exhibitor shall indemnify the Organiser from and against all actions, expenses, costs, charges or claims which the Organiser or any of its contractors may become liable for in consequence of damage or injury to any person or property occasioned by or arising out of the act, default or negligence of the Exhibitor or any other person or persons under its direction or any contractor engaged by the Exhibitor.

42. Exclusion from the Show and Termination of Contract

42.1 Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the Show including pursuant to paragraphs A3.2, B13.3, B19, B22.1, B34.5 or upon termination of the Contract howsoever arising:

- (a) the Organiser shall:
 - (i) at the Exhibitor's risk and expense to break open any locks, doors, night sheets, or other protective structure on the Exhibitor's Stand or any containers and to dismantle the Stand and to remove and take possession of (and if the Organiser thinks fit to place in store) any exhibits or other goods (including any stand fitting) belonging to the Exhibitor; and
 - (ii) to enter a contract with some other person to occupy the Stand;
- (b) the Exhibitor shall refund to the Organiser any expenses (including storage charges) which the Organiser may have suffered or incurred, and the Organiser shall have a lien on all exhibits or other goods taken into its possession for all charges and other sums due to it from the Exhibitor, including any such expenses and the costs of enforcing the Organiser's rights hereunder;
- (c) the Exhibitor shall indemnify the Organiser against all claims that may be made against the Organiser by any third party which arise as a result of the Organiser exercising its power under this paragraph;
- (d) the Organiser shall not incur any liability to the Exhibitor by reason of terminating its Contract or excluding the Exhibitor (as the case may be) or of the exercise by the Organiser of any of its powers under this paragraph nor shall the Organiser be liable to the Exhibitor for any loss or damage to any Stand, exhibits or goods howsoever caused; and
- (e) the Exhibitor shall not be entitled to any refund of the Charges or for expenditure incurred for Stand construction or materials or for Exhibits or otherwise in connection with the Show and any balance due will be payable by the Exhibitor as if the Exhibitor had occupied the Stand throughout the Exhibition.
- (f) In the event that the Organiser shall exercise its right to take a lien under sub-clause (b) above, and in the event that the lien shall remain unsatisfied either in part or in full for a period of 28 days from the date of exercising the same, then the Organiser shall have the right without further notice to sell any exhibits or other goods so taken into its possession and may retain any proceeds of sale in satisfaction or part satisfaction of all sums due. The Organiser shall take reasonable steps to obtain the best price possible without imposing any obligation on the Organiser to sell the exhibits and other goods so taken into its possession by public auction.

42.2 Any termination of the Contract by the Organiser (whether pursuant to paragraph B41 or otherwise) shall be without prejudice to the accrued rights and entitlements of the Organiser in respect of any antecedent breach or unfulfilled obligation of the Exhibitor.

42.3 Any exercise of the Organiser of any right conferred on it hereunder (or otherwise arising) to exclude the Exhibitor from the Show shall not affect the validity of the Contract or the rights and entitlements of the Organiser thereunder and the Contract shall continue in full force and effect notwithstanding such exclusion of the Exhibitor.

43. Serving Notice

43.1 Any notice to an Exhibitor or the Organiser under the Contract shall be given in writing. Such notice shall be deemed to have been properly served:

- (a) if to the Exhibitor, it is handed to any person who is apparently a representative of the Exhibitor; or
- (b) if to the Exhibitor, it is affixed to any part of the Exhibitor's Stand; or
- (c) if to an Exhibitor, by letter or (in an urgent situation only) facsimile, in either case to the address (or facsimile number) on the Application Form;
- (d) if to the Organiser, by recorded delivery to the address shown on the Application Form marked for the attention of Show Manager; or
- (e) if to the Organiser, by letter delivered to the office of the Show Manager at the Exhibition Hall.

43.2 Notices delivered pursuant to the preceding paragraph shall (unless the contrary shall be proved) be deemed to have been received as follows:

Paragraph	Deemed time of receipt
42.1(a)	Upon delivery
42.1 (b)	and
42.1 (c)	1/2 hour before the Exhibition Hall next opens for admission of visitors.
42.1 (d)	if by letter - 2 days after posting
42.1 (e)	2 days after posting

44. Exhibitors with Water Features on their Stands and Risk Assessment Generally

44.1 Water features take a wide variety of forms. Examples include, but are not limited to the following: operating showers, spa baths, garden ornaments, fountains, washing equipment and pools.

44.2 Any water feature that produces a water spray, however minor that spray may appear to be, poses a serious and particular risk to public safety. Bacteria grow in water and there is a risk from Legionella Pneumophila, the bacteria responsible for Legionnaires Disease. Exhibitors must identify any water features on their Stand, whether or not such feature produces spray and provide information in advance of the Show on the questionnaire provided in the Exhibitors Manual.

44.3 It is a strict requirement for all Exhibitors with water features to provide documented risk assessment in advance of the Show. This risk assessment must be provided to the Organiser at least 35 days in advance of the Show so that it can be checked. This risk assessment must consider all the hazards on the Exhibitor's Stand but should highlight in particular the potential hazards and risks of any water features. In addition to identifying hazards, such as bacterial growth, all Exhibitors must consider and document the control measures intended to be used to control water safety. The use of chlorine disinfectant tablets/fluid, heat treatment, UV sterilisation, etc. are all methods that must be considered.

44.4 All Exhibitors are reminded of the requirement to assess the hazards of their Stand operation by the Management of Health and Safety Regulations 1992. The risk of bacterial growth in water features has to be assessed pursuant to the provision of the Control of Substances Hazardous to Health Regulations (COSHH) 1994. Further guidance on these Regulations can be obtained from the Health and Safety Executive's Helpline on 0541 545 500.

44.5 In addition to the Exhibitor's risk assessment and controls the Organiser will check that the control methods used to prevent bacterial growth are effective. The Organiser will therefore take samples from all water features on a daily basis and the cost will be charged to the Exhibitor.

44.6 The Organiser reserves the right to prohibit, temporarily or permanently, the use of any water feature that has not been subjected to a proper risk assessment or where any water feature is identified through monitoring to be a risk to public health.

45. Invalidity, Representations, Governing Law etc.

45.1 If any provision or part thereof of the Contract or these Rules and Regulations shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such validity or unenforceability shall in no way impair or affect any other provision or part thereof all of which shall remain in full force and effect.

45.2 No statement, representation or warranty (whether express or implied) given or made by or on behalf of the Organiser shall form part of the Contract unless contained in these Rules and Regulations or agreed in writing. Any other terms or conditions sought to be relied upon by the Exhibitor are hereby expressly excluded.

45.3 The Contract, which includes these Rules and Regulations shall be governed by and construed in accordance with the law of England.

45.4 No failure or delay by any person in exercising any right, power or privilege under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

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