

## **Terms and Conditions**

The terms and Conditions contained in this Licence shall be deemed to form part of any contract made between APPLICANTS for stand space (hereinafter called “Exhibitor”) of the one part and THE ORGANISER having its registered office at Unit 4, Block A, Broomfield Business Park, Malahide Co: Dublin. (Hereinafter called “Organiser”) of the other part.

- (a) The Organiser is empowered to grant Licences to Exhibitor’s for stand space.
- (b) The grant of a Licence for stand space to an Exhibitor shall be subject to and upon the Terms and conditions and the Rules and Regulations as herein set out.

### **1.0 - DEFINITIONS**

In this Licence and in these Rules and Regulations, the expressions which appear in the Definitions Schedule hereto shall have the meanings ascribed to them thereto.

### **2.0 - LICENCE**

#### **2.1 Grant of Licence**

The Organiser HEREBY GRANTS to the Exhibitor for the Licence fee stated in the Space Application Form and outlined in Clause 6 below the Licence set forth in Clause 2.2:-

#### **2.2**

The Exhibitor shall have the exclusive right to stand space at the Exhibition in the position shown in the floor plan subject to the provisions of clauses 4.3 to 4.6 hereof inclusive. The Licence shall be for the period specified in the Space Application Form. The Exhibitor shall be a Licensee only and shall not have any estate, right or interest in the said stand space or any part thereof nor shall the relationship of Landlord and Tenant exist or arise or be deemed to exist or arise between the parties.

#### **2.3**

The Exhibitor shall have the right to market, promote, display and sell any of its products at the Exhibition which products shall have been first approved by the Organiser upon the application by the Exhibitor in the Space Application Form for the grant of the Licence.

#### **2.4**

The Exhibitor shall have the right to market, promote, display and sell any other products at the Exhibition whether as an agent, distributor or otherwise, PROVIDED HOWEVER that the name or names of the said agent, distributor or otherwise on behalf of whom the Exhibitor wishes to market promote, display and sell products shall be stated upon the Space Application Form by the Exhibitor.

#### **2.5**

The Organiser shall have the absolute right to require an Exhibitor to remove any products or exhibits at the Exhibition which have not previously been approved by the Organiser in accordance with Clause 2.3 and 2.4 hereof.

#### **2.6**

The Organiser shall have the absolute right to refuse an application for the Grant of a Licence for stand space at the Exhibition.

#### **2.7**

Agreement to abide by these Rules & Regulations by the exhibitor shall be deemed in existence as and when the exhibitor confirms to the Organiser his intention to take part in the exhibition irrespective of whether or not the exhibitor has signed the relevant space application form.

### **3.0 - Exhibitors Obligations**

#### **3.1 Obligations of the Exhibitor**

The Licence granted herein is subject in all respects to and must be exercised in accordance with the rules and regulations of the Exhibition as herein set out.

#### **3.2 Public Authorities etc.**

The Exhibitor shall comply with the requirements of all Public Authorities and owners of the Exhibition premises, including all relevant Health & Safety Regulations.

#### **3.3 Insurance**

The Exhibitor shall effect and maintain at all times throughout the period of the Licence in an Insurance Office of repute the insurance cover specified at Clauses 3.4 and 3.5 hereof.

#### **3.4 Third Party Claims**

The Exhibitor shall indemnify and hold harmless the Organiser with respect to all claims of, and liability to, third persons for injury, death, loss, or damage of any type arising out of or in connection with, the exercise of the Licence howsoever arising.

#### **3.5 Exhibitors Staff & Exhibits at the Exhibition**

The Exhibitor shall indemnify and hold harmless the Organiser with respect to all claims of, and liability to servants, agents, invitees or licensees of the Exhibitor howsoever caused and for the loss of or damage to Exhibits or to other property of the servants, agents, invitees or licensees of the Exhibitor, howsoever caused and shall maintain in force throughout the period of the Licence reasonable adequate insurance against the foregoing claims, loss and damage with the Exhibitor is obliged to insure against under this clause.

#### **3.6 Exhibitor to Produce Policies of Insurance**

The Exhibitor shall produce to the Organiser on request the policies in relation to the insurances specified in clauses 3.4 and 3.5 above together with evidence of payment of the premium in respect of the said policies.

#### **3.7 Exhibitor to Notify**

The Exhibitor agrees to provide prompt notice to the Organiser of any such claims which shall arise under clause 3.4 and 3.5 above.

#### **3.8 Conduct of Exhibitors**

The Exhibitor shall ensure that the stand is open to view and staffed by competent representatives during Exhibition hours. In the event of an Exhibitor failing to open the stand or to uncover Exhibits, the Organiser may do so or arrange for the stand Exhibits to be removed and the Exhibitor shall be liable for the costs and expenses incurred by the Organiser in respect of same.

#### **3.9**

The Exhibitor shall provide samples of products which are to be promoted and sold where appropriate and upon request to establish and confirm the quality, style and appearance of the products is in accordance with the standards set from time to time by the Organiser.

#### **3.10**

The Exhibitor shall ensure that the products promoted or sold where appropriate shall be of a high standard and not less than the quality, style and appearance of the approved samples stated at Clause 3.9 above.

#### **3.11**

The Exhibitor, its servants, agents, invitees or licensees shall conduct themselves in a proper manner and shall not cause any nuisance or disturbance to any other Exhibitor or Exhibitors, employee or visitor or the Organiser. Any person failing to behave himself in a proper manner may be removed from the Exhibition premises and refused re-

admission during the period of the Exhibition.

### **3.12**

The Exhibitor shall conduct its business only from its own stand and shall not, under any circumstances carry on business in any other part of the Exhibition premises.

### **3.13 Damage to Buildings**

The Exhibitor shall not cause or permit any damage to the Exhibition premises or any part thereof or to any of the fixtures and fittings therein, and any such damage occurring during the Licence period in breach of its regulation shall immediately be made good by the Exhibitor, who shall reimburse the Organiser for such sums. Without derogating from the generality of the foregoing, no nails or screws shall be driven or holes drilled in the floors, walls, doors, pillars or other parts of the structure of the Exhibition premises.

### **3.14 Fire Precaution**

The Exhibitor shall not do or permit any act to be done (upon the Exhibition premises) which may endanger the safety or stability of the premises, which may make void or voidable any insurance policy of the owners of the Exhibition premises and shall comply with the requirements of the Fire Officer or other relevant authority.

The Exhibitor shall observe the following provisions:

#### **(i) Fire Proofing**

All display materials shall be made from fire proofed materials to the satisfaction of the Fire Authorities. Cloth materials used in the decoration of stands must be non-flammable and stretched against solid backing.

#### **(ii) Counter Backs and Curtains**

Curtains shall be cut off at least 6 inches clear of the floor.

#### **(iii) Inflammable Goods**

The Exhibitor shall not store or place any inflammable dangerous or explosive substance, liquid or gas upon the Exhibition premises, but celluloid or articles mainly consisting of that material may be shown in glass show cases or otherwise protected from risk in an approved manner.

#### **(iv) Naked Lights**

No naked lights or lamps may be used during the period of the Exhibition or the periods of fitting up or dismantling, except where permission is given in writing by the Organiser after obtaining approval of the Local Authorities and owners of the Exhibition premises.

#### **(v) Fire Extinguishers**

An Exhibitor demonstrating shall erect in a permanent position on the stand an approved pattern fire extinguisher of two gallon capacity complete with full working instructions and shall also be responsible for ensuring that at least two persons on the stand are familiar with and understand the use of such extinguisher, and are acquainted with the position of the nearest fire alarm station at the Exhibition premises.

#### **(vi) Breach of Fire Precaution**

An Exhibitor committing a breach of any of the foregoing clauses shall indemnify the Organiser for all claims, losses and damage caused in respect thereof.

### **3.15 Stand Cleaning and Aisles**

The Exhibitor shall keep the aisles in front of the stand free from obstruction and ensure that the stand is maintained in a clean and tidy state throughout the Exhibition hours.

### **3.16 Operating Machinery or Exhibits**

(i) Moving machinery shall, at the expense of the Exhibitor, be installed and protected to the satisfaction of the Organiser and the owners of the Exhibition premises. If such machinery shall, in the opinion of the Organiser, be too noisy or cause annoyance to other Exhibitors or to visitors, it shall be switched off on request by the Organiser.

(ii) No motors, engines, furnaces, contravances or power driven machinery may be exhibited in operation without adequate protection against fire risk and without the written permission of the Organiser. Such permission may be withheld or withdrawn at any time should such operating exhibits be of a nature likely to cause danger, annoyance or inconveniences to other Exhibitors or visitors.

(iii) All motor vehicles exhibited must comply with all relevant Health & Safety Regulations. All engines must be drained of combustible fuels and batteries disconnected during the event.

(iv) 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 purposes 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.

### **3.17 Advertising**

(i) All hand bills, advertisements, photographs and printed matter are subject to the approval of the Organiser and the Exhibitor shall not paste or otherwise affix, exhibit or distribute advertisements anywhere in the building except on or from the Exhibitors own stand.

(ii) The Exhibitor shall fully and effectively indemnify the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser as a result of the Exhibitor exhibiting or advertising any goods or service at the Exhibition.

### **3.18 Cinematography, Displays and Amplifiers**

Cinematography, photographic slides, radio, television, video tapes, CDs, tape recorders, gramophones or any form of sound amplification may not be used without the written consent of the Organiser and subject to the following conditions:

(i) Only non-inflammable materials in accordance with the requirements of the Local Authorities and the owners of the Exhibition premises. Where sound film is used, adequate sound proofing must be carried out and any seating must be in accordance with the Local Authority regulations.

(ii) Details of final arrangements must be submitted to the Organiser for approval not later than one month before the opening day of the Exhibition and before any work is put in hand. The Organiser will not give permission for any installation which, in its opinion, may either cause annoyance to neighboring Exhibitors or render the main public address system in the Exhibition premises inaudible. Should the Organiser consider the sound to be excessive, the Exhibitor undertakes to reduce the volume to an acceptable level or switch off completely if required.

### **3.19 Sales Promotion**

(i) All 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.

(ii) All solicitations (in person or by any sound process) above the ordinary speaking tone of voice, any practice resulting in a complaint from an Exhibitor or visitor, which, in the opinion of the Organiser, exposes them to annoyance or danger, are expressly prohibited.

### **3.20**

The Exhibitor shall not be permitted to erect or occupy a stand or site until the Licence fee is paid. If an Exhibitor shall default in payments of the Licence fee, the Exhibitor shall be prohibited from occupying the site or stand and the stand or site shall be reallocated to a third party. The Exhibitor shall be liable for any expenditure incurred by the Organiser together with all losses incurred by the Organiser by reason of the Exhibitors failure to pay the Licence fee or any part thereof.

## **4.0 - ORGANISERS OBLIGATIONS**

### **4.1 Obligations of the Organiser**

The Organiser shall use such methods to publicise the Exhibition as it deems appropriate. The Organiser shall not be held responsible for the failure of all or any other contracted exhibitor to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Organiser.

### **4.2 Stand Space**

The Organiser shall provide the stand space granted by the Licence and defined by the floor plan, subject to the terms of these Rules & Regulations of 3.20, 3.21 & 4.3 to 4.6 hereof inclusive.

### **4.3 Alteration of space allotted**

The Organiser shall have the right at any time and from time to time to make such alterations on the Floor Plan of the Exhibition as may in its opinion be necessary in the best interests of the Exhibition and may alter the shape, size or position of the space allotted to the Exhibitor. PROVIDED HOWEVER that if as a result of any such alterations by the Organiser the space allocated to an Exhibitor shall be reduced from the space originally allotted in the Floor Plan allowance will be made to the Exhibitor proportionate to the amount of space reduced. No alteration to the space allotted will be made in such a way as to impose any increase in the Licence fee payable by the Exhibitor.

### **4.4 Occupation and Completion of Site**

The Exhibitor, its servants, agents, employees and contractors may enter the Exhibition premises for the purpose of erecting the stand and preparing Exhibits during the build up period of the Exhibition allowed by the Organiser. The Exhibitor undertakes that the site or stand will be ready, occupied and all Exhibits installed and arranged thereon for displays and all arrangements in connection therewith completed by 8:00pm on the evening before the opening of the Exhibition.

### **5.0 TERM**

#### **5.1**

This Licence shall commence and be in place on the dates specified in the Exhibitor Manual.

### **6.0 LICENCE FEE**

#### **6.1**

The Exhibitor shall pay to the Organiser the Licence fee together with Value Added Tax there on in the manner following:

- (i) 50% of the Licence fee upon the acceptance by the Organiser of the completed Space Application Form; and
- (ii) the balance shall be payable not less than one calendar month before the opening of the Exhibition.

If the Exhibitor shall default in making any of the said payments, the Licence shall be terminated forthwith by notice in writing from the Organiser to the Exhibitor. All sums paid shall be forfeited and the balance of the Licence fee shall become due and payable forthwith. Such termination shall not prejudice any rights or claims by the Organiser against the Exhibitor in respect of any antecedent breach.

### **7.0 - TERMINATION**

#### **7.1**

This Licence shall be terminated with immediate effect in the event that the Exhibitor shall commit a material breach of any of its obligations hereunder and shall not remedy such breach (if the same is capable of remedy) within 8 hours of being required by written notice so to do. For the avoidance of doubt it is hereby expressly agreed that breaches for which the Organiser shall be entitled to terminate this Licence forthwith on notice to the Exhibitor shall include without being limited thereto the following:

- (a) If he acts in bad faith or otherwise engages in any conduct seriously prejudicial to this Licence, or the Organiser  
Or
- (b) If he is guilty of fraud or misconduct, Or
- (c) If he, being an individual, becomes bankrupt or being a Company ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.
- (d) If the Exhibitor becomes involved in a trade or industrial dispute whether such action be official or otherwise, the Organiser reserves the right to close without notice the stand or stand space that is involved either directly or indirectly in the dispute and to restrain the Exhibitor from occupying the stand space before, or for part of the duration of the Exhibition and to terminate this Licence. The Organiser in such an event shall not be liable for any loss or damage consequential or otherwise occasioned by such action or shall not be liable to pay any compensation or refund any monies to the Exhibitor involved in the trade or industrial dispute.

## **7.2**

All sums paid by the Exhibitor to the date of termination shall be forfeited and the balance, if any, due hereunder shall be payable forthwith. Termination of this Licence shall operate without prejudice to any rights which may have accrued to either party hereunder.

## **7.3**

The Exhibitor shall be entitled to terminate this Licence in the event of cancellation of the Exhibition but not otherwise.

## **8.0 CANCELLATION AND POSTPONEMENT OF EXHIBITION**

### **8.1**

If the Exhibition is abandoned by an event of force majeure (more particularly defined at clause 10.3 hereof) or if the Exhibition premises shall become wholly or partially unavailable for the holding of the Exhibition for whatsoever reason, not within the control of the Organiser, whether ejusdem generic or not, the Organiser at its entire discretion may repay the license fee paid by the Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such rental and shall be under no liability to the Exhibitor in respect of any actions, claims, losses, (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as a result of the happening of any such events.

## **9.0 - LIMITATION OF LIABILITY**

### **9.1**

Notwithstanding anything in this Licence to the contrary insofar as the Exhibitor may have any claim from damages against the Organiser at law, the same shall preclude damages for indirect or consequential loss and in the case of the other damage to which legal liability established subject to the terms of this Licence the Organisers liability shall be limited to

### **9.2**

The repayment of all sums then paid to the Organiser by the Exhibitor which have not already been spent or incurred or accrued by the Organiser so that it cannot avoid such expenditure with itself being in breach of contract.

### **9.3**

Return all Exhibitor products not consumed or which have not been legally committed to be consumed so that such consumption cannot be avoided by the Organiser without itself being in breach of contract.

## **10.0 - FORCE MAJEURE**

### **10.1**

If by any reason of by any event of force majeure either of the parties to this license shall be delayed in or prevented from, performing any of the provisions of this license then such delay or non performance shall not be deemed to be a breach of this license and no loss or damage shall be claimed by either of the parties hereto from the other by reason thereof.

### **10.2**

Should the exercise of the rights and obligations under this license be materially hampered, interrupted or interfered with by reason of any event of force majeure , then the obligations of the parties should be suspended during the period of such hampering, interference or interruption consequent upon event or events and shall be postponed for the period of time equivalent to the period or periods of suspension, and the parties hereto will use their best endeavors to minimise and reduce any period of suspension occasioned by any of the events aforesaid.

### **10.3**

The expression 'an event of force majeure' shall mean and include fire, flood, casualty, lock-out, strike, labour disputes, industrial action of any kind, unavoidable accident, break down of equipment, national calamity, disease / health restrictions, riot, act of God, the enactment of any act of An Oireachtas or the act of any other legally constituted authority, any cause of event arising out of attributable war, or any other cause or event which (whether of a similar or dissimilar nature) outside the control of the parties hereto other than a shortage or lack of money.

## **11.0 - GENERAL PROVISIONS**

### **11.1 No Assignment**

The Exhibitor may not assign the benefit of this Licence without the prior consent in writing of the Organiser.

### **11.2 Copyrights, Patents, Trademarks, Passing Off**

The Organiser shall not be liable for any damages to the Exhibitor, its servants or agents may sustain in respect of the infringement of any of its copyrights, patents or trademarks arising out of its participation in the Exhibition. It shall be a matter for the Exhibitor to protect new inventions or designs before exhibiting same. The Organiser shall not be liable for any damages the Exhibitor, its servants or agents may sustain as a result of a Passing Off by another Exhibitor in the Exhibition. It shall be a matter for the Exhibitor to protect its proprietary rights to its goodwill.

### **11.3 Payment of Music or Film Royalties**

The Exhibitor shall obtain an appropriate Licence if it proposes to have music or show films on its stand whether for demonstration purposes or otherwise and it shall indemnify the Organiser against any claim for non-payment of Royalties in respect of any sums due to any organisation or body that is empowered to collect Royalties for music or film.

### **11.4 Rights of the Organiser and Owners of the Exhibition Premises**

The Organiser and owners of the Exhibition premises and those authorised by them respectively shall have the right to enter the Exhibition premises at any time to execute works, repairs and alterations and for any other purposes.

### **11.5 Failure of Services**

The Organiser shall use its best endeavors to ensure the supply of the services of the owners of the Exhibition premises or other suppliers and of those mentioned in the Exhibitors Manual, but as the suppliers of such services are not within the control of the Organiser, it shall not incur any liability to the Exhibitor for any loss or damage if any such services are not within the control of the Organiser, it shall not incur any liability to the Exhibitor for any loss or damage if any such service shall wholly or partly fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of sums due or paid under this Licence.

### **11.6 Admission to the Exhibition**

The Organiser shall have the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence is or likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

### **11.7 Construction and erection of stands and offices Shell Stands**

(a) Where shell stands are provided by the Organiser, they shall be in accordance with the specification and conditions governing all additional constructional work contained in the Exhibitors Manual. Space Only sites

(b) All stands on space only sites shall be subject to the prior approval of the Organiser which must be subject to the prior approval of the Organiser which must be obtained at least 28 days prior to the commencement date of the Exhibition. Official Catalogue

(c) The Organiser shall have the right to issue an official catalogue. The Organiser shall not accept responsibility for any omissions, misquotations or other errors which may occur in the compilation of the catalogue.

### **11.8 Notices**

Notices given hereunder or to be served by either of the parties hereto on the other may be made by delivering same by hand or by sending the same through the post in a pre-paid letter addressed to the relevant party hereto at its respective address aforesaid. If delivered by post shall be deemed to be served on receipt and in any event no later than 5 working days after the time of posting and in proving such services, it shall be sufficient to show that the letter containing the notice was properly addressed, stamped and put into the Post Office. If delivered by hand, it shall be deemed to be served when handed to the other party.

### **11.9 No Variation**

The term of this Licence shall not be varied nor the Licence terminated orally and none of the terms hereof shall be deemed to be waived or modified except by an express agreement in writing signed by the party against who such waiver or modification is sought to be enforced.

### **11.10 Licence and Rules and Regulations**

This Licence and the Exhibitors manual constitutes the entire agreement between the parties regarding the subject matter hereof as at the date hereof all prior understanding (oral or written) if any having been superceded thereby.

### **11.11 General Lien**

All Exhibits are subject to a General Lien in favour of the Organiser for all sums whether for unpaid Licence fees or otherwise due from an Exhibitor to the Organiser.

### **11.12 Waiver**

A waiver by the Organiser of any breach by the Exhibitor of any of the terms and conditions contained in this Licence or of any of the Rules and Regulations herein contained or the acquiescence of the Organiser in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid, shall not constitute a general waiver of such terms, provision, condition, rule, regulation of or any subsequent act contrary thereto.

### **11.13 Breach of Contract and Withdrawal by Exhibitor**

Application by an Exhibitor to withdraw from the Exhibition made within three months of the Exhibition will in no circumstances be considered. Without prejudice to the rights and remedies of the Organisers in respect of any breach of the Contract on the part of the Exhibitor the Organisers may at their discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:

(i)The Exhibitor must give written notice to the Organiser that he desires to withdraw and if the Organisers allow such withdrawal they will notify the Exhibitor of their decision in writing.

(ii)Any such notification by the Organisers to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organisers of a consideration for release from the Contract provided that the amount payable on the signing of the application form under Clause 6 above shall in any case remain payable by the Exhibitor.

### **11.13 Governing Law**

This Licence and the Rules and Regulations contained herein shall be governed by and construed in accordance with the laws of the Republic of Ireland and each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the High Court of Ireland.

## Definitions

<b>Exhibits</b>	The property of the exhibitor which is used for the promotion of the Exhibitors products.
<b>Exhibition Premises</b>	The premises referred to in the space application form
<b>Exhibitors Manual</b>	The Manual provided for each exhibitor.
<b>Floor Plan</b>	The stand space defined in the plan contained in the exhibitor's manual.
<b>Insurance</b>	The insurance taken out by the exhibitor for the benefit of the exhibitor and the organiser covering third party claims and the Exhibitors staff and Exhibitors at the exhibition.
<b>The Licence</b>	The Exhibition licence granted by the organiser to the exhibitor for the period of the specified in the space application form or exhibitor manual.
<b>Licence Fee</b>	The fee payable by the exhibitor and stipulated in the space application form.
<b>Products</b>	The products and services displayed by the exhibitor.
<b>Rules and Regulations</b>	The rules and regulations contained in this licence
<b>Space application form</b>	The form to be completed by the exhibitor when applying to the organiser for a licence space and stand.
<b>Stand / Stand Space</b>	The stand space provided in accordance with the floor plan and / or space application form.

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