

In these Terms & Conditions, the term 'Exhibitor' includes all employees or agents of such, the term 'Exhibition' shall be deemed to mean Printwear & promotion LIVE! 2020 and the term 'Organiser' refers to Datateam Business Media Ltd.

1 LICENSOR AND LICENSEE. On official acceptance by the Organisers of an application for space, this contract shall arise between the Organisers and the Exhibitor, under these terms and conditions which may be subject to variation. In case of non-payment of any sum payable by the Exhibitor to the Organisers, or of the breach, or non-observance, by the Exhibitor, of any of the terms of this contract, or any conditions, rules or regulations to be performed or observed by him, the Organisers shall have full rights to revoke his contract and re-allocate the stand space, and may remove and exclude the Exhibitor, and all other associated persons from the exhibition, without prejudice to the right of the Organisers to recover all monies payable by the Exhibitor and all other claims against him and damages sustained by the Organisers.

2 DURATION OF THE EXHIBITION. 3 days - Sunday 19th, Monday 20th & Tuesday 21st January 2020.

Open and closing times are currently planned to be 10:00am - 5.00pm on 19th & 20th and 10:00am - 4.00pm on 21st January.

3 CHARGES FOR SPACE. The charges for space are as printed on the stand contract. Shell scheme stands are inclusive of carpet, walls and hanging name boards provided and erected for the Exhibitor by the Organisers' contractor.

4 PAYMENT FOR SPACE.

- A deposit of 20% of the space costs applied for is due with the signed contract within 30 days of the contract date.
- A further 40% of the value of the space applied for shall be due by 1st September 2019.
- The final 40% is due by 1st November 2019.
- All stands booked after 1st October 2019 shall be payable within 30 days.
- In all cases stand costs must be paid up in full by 19th December 2019.

NOTE: Stands may be resold if the signed contract and deposit payment are not received within 30 days of the contract date.

No exhibitor shall be allowed to take possession of a stand where there are any unpaid amounts in respect to that stand.

Where invoices for space are not paid when due, any previous payments may be forfeited and the space re-allotted if the Organisers so decide. Any losses incurred by the Organisers by reason of such non-payment must be paid by the Exhibitor.

5 CANCELLATION OF SPACE. The Organisers will be prepared in exceptional circumstances, to consider the reduction or modification as to size of space or the cancellation of a stand contract, and then only if the following conditions are complied with:

- (a) That the request for cancellation or modification is submitted in writing;
- (b) The reason given is, in the Organisers' opinion, well founded;
- (c) That the Organisers are able to re-let the allocated space in its entirety;
- (d) The Exhibitor agrees to the following Cancellation Fees - 20% of the total stand cost if cancelled prior to 1st September 2019, 60% of the total cost if cancelled by 1st November and 100% of the stand cost if cancelled after 1st November 2019.
- (e) That agreement by the Organisers to such requests shall not prejudice any other rights they may have against Exhibitors under these rules or associated contracts in connection with the Exhibition.

5a The Organiser reserves the right to cancel an Exhibitor's stand contract and refund any monies paid or to refuse a company participation in the Exhibition without assigning the reason.

6 ALLOCATION OF SPACE. The Organisers reserve the right to decline an Exhibitor's stand choice or relocate an Exhibitor to another stand, if the Exhibitors stand choice or allocated position could cause conflict with another Exhibitor.

7 BANKRUPTCY. In the event of an Exhibitor, or intending Exhibitor, committing an act of bankruptcy, or being adjudicated bankrupt, or, if a limited company, being wound up, except for the purpose of capital reorganisation, the contract with him shall be determined, his allotment cancelled and all money paid by him under such contract shall be retained by the Organisers.

8 SUB-LETTING OF STANDS. Exhibitors may not assign, sublet, or grant licences, in respect to any part of their stand space, nor may advertisements or literature of non-exhibitors be displayed on or distributed from any stand without the Organisers' permission.

9 SPACE NOT OCCUPIED. Every Exhibitor shall occupy the space allotted to him by 8.00am on 19th January 2020. In case of default, from any cause whatever, the exhibitor shall pay to the Organisers a further sum in liquidated damages equal to the total charge for the space and the Organisers shall have the right to re-let or otherwise deal with this space. The Organisers will have the right to fill the stand with other exhibits or notify by a placard that the stand is reserved for the Exhibitor to whom it was allotted.

10 BUILDING & DISMANTLING OF EXHIBITION STANDS. Build up days are Friday 17th & Saturday 18th January.

Dismantling and removal of stands must be completed by Midday on Wednesday 22nd January. The Organisers will provide the Exhibitor with a schedule of access times for the building and dismantling of exhibition stands.

11 DELIVERY AND REMOVAL OF EXHIBITS AND FITTINGS. The Organisers will advise Exhibitors of the dates and times previous to the opening when exhibits and other properties can be received at the NEC, Birmingham. All goods must be brought in and taken out by the entrances and exits specified by the Organisers.

All goods delivered to the Exhibition must be accompanied by, or received by, a representative of the Exhibitor, and cases must be unpacked on arrival. All labour for receiving, unpacking and placing in position, and removals must be provided for by the Exhibitor but in default, the Organisers may, at the Exhibitor's expense and risk, do whatever they may consider necessary in the interests of the Exhibition. Goods may not be delivered to nor removed from the Exhibition during the hours it is open to visitors, except with the written permission of the Organisers.

12 EMPTY PACKING AND CASES. Empty cases and packing materials may not be stored on stands or in offices, as this is contrary to the regulations of the NEC, Birmingham.

13 OBSTRUCTION OF GANGWAYS AND OPEN SPACES. No Exhibitor shall at any time obstruct, or allow to be obstructed, by his goods, or in any other manner, gangways or open spaces, and no signs or goods may be hung or projected over, the gangways or open spaces. If the Organisers notify any Exhibitor that obstruction has been caused by his property, he shall immediately remove the property in question, or on his default to do so, the Organisers may, at the expense of the Exhibitor take such steps as they may consider necessary.

13a Exhibitors will not be permitted to display their goods in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways, or may occasion inconvenience to, or otherwise affect the displays of other Exhibitors. The total enclosure of any stand will not be allowed without prior permission in writing from the Organisers.

14 STANDS ON SPACE ONLY SITES. Any Exhibitor constructing a stand on a space only position must submit drawings and structural plans proving stand integrity for inspection to the Organisers appointed structural engineers at least 6 weeks prior to the Exhibition opening. All stands erected by a stand contractor will also be visually inspected on site by a structural engineer approved by the Organisers and the NEC. The cost of this service including pre-show and on site inspection is £90+vat for stands up to 4 metres in height, £390+vat for stands above 4 metres in height and £550+vat for Double Decker stands. Structural engineering inspection costs will be invoiced in December 2019. The Exhibitor can appoint their own approved structural engineer if preferred.

14a PERIMETER WALLS ON SPACE ONLY STANDS. Walls occupying more than 60% of any side of a stand's perimeter (or within 2 metres of its perimeter) are not permitted. In some cases it may be possible for this restriction to be relaxed to some degree, if in the opinion of the Organisers the length and position of the wall or walls in question, will not adversely affect the flow of visitors to stands located behind the wall. Requests for agreement to walls to extend beyond the 60% restriction should be made in writing to the Organiser with stand drawings by 30th October 2019.

15 STANDFITTING. Except in the case of the items pre ordered with shell scheme stands, Exhibitors are responsible for the cost and erection of benches, counters, or other contrivances for displaying their goods. Exhibitors must comply with the requirements of the Authority, and Exhibitors are deemed to have notice of such requirements and regulations, and are bound thereby and will be required to indemnify the Organisers against any claim, action or loss occasioned by any breach thereof.

16 FLOORS AND STRUCTURE OF THE EXHIBITION BUILDING. Exhibitors wishing to make fixings to the floor or in any way altering the structure of the Exhibition Building, must first obtain written permission from the Organisers and will be held responsible and must pay for such work. The Organisers reserve the right to nominate the contractor to undertake such work. All damage caused by their acts or negligence, to whomsoever or whatsoever the same shall be caused, or expense which may be incurred for temporary structural alterations of the Exhibition building to admit bulky exhibits is the responsibility of the Exhibitor.

17 LIGHTING AND/OR POWER ON STANDS. General gangway lighting will be provided by the Organisers. Exhibitors must provide, at their own expense, all necessary electrical apparatus and connections in accordance with Regulations to be issued separately by the Organisers and to pay for the electrical current consumed on such apparatus. Exhibitors are deemed to have notice of such Regulations and to be bound thereby. Such apparatus and connections will only be installed at the Exhibitor's expense, by the contractors officially appointed by the Organisers. Special contract prices will be arranged by the Organisers for this work. All electrical work carried out by, or on behalf of Exhibitors shall at all times be subject to inspection and approval by the authorised representative of the Organisers. All electrical fittings and devices must be in accordance with regulations and no source of lighting or power may be utilised other than that provided by the Organisers. The Organisers reserve the right to withhold electricity supply from any Exhibitor who has not complied with such Regulations.

18 GAS, WATER AND WASTE. Exhibitors who require gas, water or waste services to be brought to their stands must make application in writing direct to the Organisers advising them no later than 30th November 2019. Full particulars of the Exhibitor's requirements must be supplied, together with a sketch showing the position on the stand to which the services are to be brought. The Exhibitor is responsible for the expense of making good any material damage to the floor, or other parts of the structure, of the Exhibition Building in the course of carrying out such work.

19 DANGEROUS MATERIALS. Fulminates, explosives and all articles of a dangerous, inflammable, or objectionable nature, cannot be admitted within the Exhibition Building. Corrosive items etc. that might spoil other articles cannot be received, except in suitable vessels of small size.

20 FIRE PRECAUTIONS. All materials used for building, decorating, draping or covering stands, must be non-flammable, or rendered so by being immersed in fire-proofing solution, to comply with the requirements of the Fire Authority, and be thoroughly tested before being used.

21 PROTECTION OF MACHINERY. All machinery and exhibits must be properly protected from danger by each Exhibitor and at his own expense, to meet the requirements of the authorities, and the Organisers shall be indemnified by the Exhibitor against any claim, or action, on account of any injury or damage being caused, or occasioned by any exhibit, to any person or persons whatsoever. The Exhibitor will take steps to arrange to cover risks by, insurance, and will, on being called upon to do so, submit to the particulars of the insurance policy and receipt for the premium. The Organisers reserve the right to call upon the Exhibitor to remove any machinery or exhibit, and in particular if insurance has not been, or cannot be effected, or is not sufficient in the opinion of the Organisers, to call upon the Exhibitor to remove the machinery, or exhibit, to which the Organisers object.

22 INSURANCE LIABILITY. The Organisers will not be responsible for the safety of any exhibit or property of any Exhibitor or any, other person, for the loss of, or damage, or destruction to same, by theft, or fire, or other cause whatsoever, or for any loss or damage, whatsoever sustained by any Exhibitor, by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organisers, or for any loss or damage occasioned, if by reason of the happenings of any such event, the opening of the Exhibition is prevented, or postponed, or abandoned, or the building becomes wholly or partly unavailable, for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings, and for their proportions of the shell scheme and furthermore for physical loss or damage to the basic stand as the Organisers will accept no responsibility for any of the matters aforesaid, the Exhibitors should cover themselves by insurance in respect thereof.

23 POSTPONEMENT OR ABANDONMENT. In no event shall the Exhibitor have any claim for damages of any kind against the Organisers in respect of any loss or damage consequential upon the prevention, or postponement, or abandonment of the Exhibition, by reason of the happening of any of the events referred to in Item 22 or of the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organisers' control, and the Organisers shall be entitled to retain all sums paid by Exhibitors, or such part thereof as the Organisers shall consider necessary. If, in the opinion of the Organisers, by re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall, or building, or any other reasonable manner, the Exhibition can be carried through the contract, or contracts, for space, shall be binding upon the parties, except as to the size and position as to which any modification, substitution, or rearrangement they consider necessary shall be determined by the Organisers.

24 ELIGIBILITY AND SALES. Goods exhibited or stocked on stands shall not be sold for delivery before the close of the Exhibition, excepting books and publications with the Organisers' written permission. Exhibitors will be permitted to display only those goods and materials covered by the particulars contained on the application for space.

25 FOOD AND ALCOHOL. The sole rights for the distribution and sale of any article of food or drink are held by the catering concessionaires, and no Exhibitor may sell, give away or distribute any such article without the written consent of the Organisers.

26 PLAYING OF MUSIC ON STANDS. Live or pre-recorded music cannot be played in any part of the Exhibition without the prior permission of the Organisers and subject to the purchase of the appropriate music licence.

27 CLEANING. The Organisers will arrange for the cleaning of all public gangways and the cleaning of stands.

28 EXHIBITION SERVICES. The Organisers accept no responsibility for breakdown or failure of any of the services provided for, or in connection with the Exhibition.

29 WASTE MATERIALS. All Exhibitors or their stand contractors shall be responsible for the removal of all waste remaining following the closure of the Exhibition on 21st January 2020. The cost of disposal of any excessive waste remaining including non-recyclable carpet or excess paper waste will be charged to the Exhibitor.

30 ADMISSION TO THE EXHIBITION. The Organisers reserve the right to refuse any person admission to the Exhibition without assigning the reason.

31 AMENDMENT TO RULES, REGULATIONS AND CONDITIONS. The Organisers reserve the right to amend or add to any of these conditions. Should any question arise, whether provided for in these conditions or not, the decision of the Organisers shall be final. No alteration, addition, amendment, or waiver to or of, these conditions shall operate to release any Exhibitor from his contract.