

CONTRACT FOR EXHIBITION SPACE. PLEASE COMPLETE, SIGN & RETURN

We hereby apply for Exhibition Space, Stand Number _____ measuring _____ sqm at Regen, Liverpool, 5th – 6th November 2020

- | | | | |
|---|------------------------------------|----------------------|---|
|  | Small pod 2sqm / 3sqm | £ 500 / £750 | Walling, Fascia Signage, 1 Table, 2 Chairs |
|  | Space Only | £ 300 per sqm | Bare floor space to design & build own stand |
|  | Shell Scheme, no furniture | £ 330 per sqm | Walling, Fascia Signage, Lighting, Power |
|  | Shell Scheme with furniture | £ 360 per sqm | Walling, Fascia Signage, Lighting, Power, Furniture Package including 1 Table, 3 Chairs, 1 Bar Stool, 1 Lockable Cupboard / Counter |

We the undersigned Exhibitor have read the attached General Terms & Conditions for Exhibitors and agree to observe and be bound by them, and we understand that these Conditions form part of a legally binding contract between ourselves and Eton Events Limited – the owner and organiser of Regen 2020. This contract is for an agreed amount of Exhibition Space at the above event for the agreed price indicated below.

Contracts and invoices may be sent and received by post, fax, or email and all such communications will be considered fully binding on both parties.

The Exhibitor will be invoiced upon receipt of contract and will pay Eton Events Limited 50% of the full amount within 14 days of invoice date with the balance no later than 30th September 2020.

All payments should be made in Pounds Sterling (GBP£). Full bank details will be included with the invoice.

Name of Company:

Address:

Contact Person: _____ **Position:** _____

Email: _____

Telephone: _____ **Date:** _____

Authorised Signature: _____ **Total Cost £** _____ **+ VAT** _____

General Terms and Conditions for Exhibitors

These Conditions prevail over any conditions that the Exhibitor's order may purport to impose and which are at variance with the same. No modification of these Conditions shall be binding upon Eton Events unless specifically accepted in writing by Eton Events.

1. Definitions

"Conditions" means these general terms and conditions for exhibitors, that govern the Exhibitors relationship with Eton Events Ltd in relation to the supply of the Exhibition Space requested on the Order Form;

"Eton Events" means Eton Events Ltd;

"Exhibition" means the exhibition specified on the Order Form;

"Exhibits" means the stands erected by each Exhibitor;

"Exhibit Committee" means the Directors of Eton Events Ltd;

"Exhibitor" means any company, individual or organisation hiring or applying to hire Space at the Exhibition;

"Force Majeure Events" means circumstances beyond the reasonable control of Eton Events that delay or prevent Eton Events from performing its obligations under this agreement. Examples of Force Majeure Events include; acts of God, acts of any governmental or supra-national authority, war or national emergency, an act of terrorism, riots, civil commotion, fire, explosion, flood, or epidemic, lock-outs, strikes or other industrial disputes, restraints or delays affecting shipping or carriers;

"Landlord" means the owner, lessee, other individual, company, agent or organisation who holds the right to let out the Venue used;

"Order Form" means the order form for Exhibition Space, (the previous page to these Conditions);

"Payment Terms" means the terms for payment set out on the Order Form;

"Space" means the area and other facilities hired by the Exhibitor under this agreement;

"Sponsors" means any company, individual or organisation sponsoring part of, or in whole, the Exhibition;

"Venue" means the location where the Exhibition is being held.

2. Booking

Applications for Exhibition Space must be made on the Order Form. This form is regarded as a legally binding agreement.

Spaces are allocated subject to availability only. Eton Events reserves the right to alter Space allocation and the Exhibition layout without notice to the Exhibitor and without any liability for compensation. Exhibitors must use the Space allocated to them only. Eton Events reserves the right to refuse Space or decline an order at its own discretion to any Exhibitor deemed unsuitable for the Exhibition.

Eton Events may distribute instructions to the Exhibitor before the Exhibition including but not limited to; fire, health and safety, evacuation and other procedures applicable to be Venue. The Exhibitor will be bound by these instructions and by all other written communications from Eton Events or the Landlord.

3. Payment

Payment shall be in accordance with the Payment Terms. No Exhibitor shall be permitted to exhibit unless they have paid, prior to the Exhibition all of the invoiced fees.

Eton Events reserve the right to charge interest at the rate specified in the Late Payment of Commercial Debts Act on any outstanding balances. The Exhibitor shall be responsible for the payment of all sums due to contractors in respect of items and services ordered in addition to the Space and stand package agreed by Eton Events.

4. Termination

In the event of the Exhibition being cancelled by Eton Events for any reason (other than a Force Majeure), the liability of Eton Events shall be limited to the refund of sums paid and the Exhibitor will have no further claims against Eton Events whatsoever.

If the Exhibitor wishes to cancel its booking, then the Exhibitor shall give notice in writing to Eton Events. In the event of such cancellation, a cancellation fee shall be due to Eton Events. Where cancellation notice is received between 3 and 6 months prior to the Exhibition, the Exhibitor shall be liable to pay 50% of the full sum agreed, and any cancellation received with less than 3 months notice prior to the Exhibition, the Exhibitor shall be liable to pay the full sum agreed.

Eton Events reserves the right to treat as cancelled, the Space of any Exhibitor becoming bankrupt or going into liquidation or being under appointment of a receiver. Such cancellation will not place Eton Events under any liability to refund any sums paid.

5. Exhibitors Obligations

The Exhibitor shall be solely responsible for the setting-up and dismantling of its Exhibit.

Exhibitors are expected to comply with any building regulations, health and safety regulations, Venue regulations and any and all Government rules and regulations.

The Exhibitor is responsible for meeting passport and visa requirements, for entrance into the country where the Exhibition is to be held. The cancellation costs detailed above are applicable in these circumstances. Eton Events may however, at their discretion, permit the Exhibitor to substitute another party or company who meets the entry and government formalities necessary for entry into the country where the Exhibition is to be held. Such substitution shall be the sole responsibility of the contracting Exhibitor and only with the written permission of Eton Events.

6. Restrictions

The Exhibitor and its Exhibit shall not obstruct the view of adjoining Exhibits nor operate its Exhibit or act in any manner objectionable to other Exhibitors. All lighting within the Exhibit must be arranged and operated so as not to be distracting to adjacent Exhibits. Phonographs, radios or other sound devices operated in a manner objectionable to the Exhibit Committee shall be prohibited.

Walls, benches, tables, floors etc., must not be damaged by the insertion of pins, nails, screws etc. Equipment supplied by Eton Events may be covered, all such covering material must be non-flammable or rendered fire-resistant. Tiers, shelves, and vertical dividing and screening boards may be used, providing they meet the current fire regulations for such equipment.

The Exhibitor shall not permit raffles, donations or other promotional measures that require members or guests to be present at a specified location and time, and all unusual promotional plans must be approved by the Exhibit Committee.

Exhibitors may display promotional material within the Space only. Exhibitors are not permitted to place adverts or promotional material in other areas of the Exhibition venue. Eton Events and/or the Landlord have the right to request the removal of any Exhibitor's materials or stand if they believe it constitutes a hazard.

No Exhibitor will be allowed to remove his Exhibit from the Exhibition Space, prior to the official termination of the Exhibition. The Exhibitor must have dismantled and removed all of its Exhibit by the time specified by Eton Events, or Eton Events shall be permitted to charge an extra fee to the Exhibitor.

The Exhibitor shall have an authorised representative present at the Exhibition during all Exhibition opening times and during the installation and dismantling of its Exhibit.

Attendance hours shall be controlled by the Exhibit Committee who will specify opening hours, ticket prices and any further restrictions. Admission to the Exhibition will be by ticket or badge and identification badges are personal to the holder and may not be transferred.

7. Insurance / Liability / Indemnity

Eton Events takes reasonable precautions to ensure the Exhibitor's security and the security of the Exhibitor's property at the Exhibition. However, with the exception of liability for death and personal injury caused by Eton Events negligence or the negligence of Eton Events employees or fraudulent misrepresentation, Eton Events accepts no liability for any loss or damage (including without limitation loss or damage to tangible property), costs or expenses, claims, losses, breach of contract, loss of business, loss of profits, loss or depletion of good will, loss of contracts, loss of opportunity or any type of financial, economic, direct, special, indirect or consequential loss of any nature whatsoever (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) and including without limitation any loss or damage suffered by the Exhibitor as a result of an action brought by any third party even if such loss was reasonably foreseeable or Eton Events had been advised of the possibility of the Exhibitor incurring the same.

All terms, conditions, warranties and other matters which may be implied by statute or common law (except for those conditions that are implied by law and which cannot be excluded by contractual agreement) are excluded to the fullest extent permitted by law. Accordingly, except as expressly set out in these Conditions, Eton Events shall have no liability of any nature whatsoever to the Exhibitor.

The Exhibitor acknowledges that the exclusions and limitations of liability set out in these Conditions are reasonable in view of the nature services being provided and the level of payment due.

The publisher of the Exhibition catalogue, the Exhibit Committee, Sponsors, Eton Events, its agents or employees will not be responsible for any errors or omissions on copy prepared and submitted by the Exhibitor.

The Exhibitor expressly acknowledges that no representations, whether oral or in writing, expressed or implied, have been made concerning the amount of business to be gained from the Exhibition, its success or that Eton Events, or any of their subsidiaries or affiliates, employees or other entities allied with them have made any guarantees or assurances concerning the Exhibition.

The Exhibit Committee, Sponsors, Eton Events, its agents or employees shall not be liable for loss, damage or delay resulting from Force Majeure Events which shall make it impossible or inadvisable for the Eton Events to hold the Exhibition at the time and venue provided or comply with these Conditions. Eton Events reserves the right to re-schedule the Exhibition at another date and/or at an alternative site. In such an event the Exhibitor shall have no claim against Eton Events for compensation, damages or refunds. It is recommended that the Exhibitor adequately insure its participation expenses (at its own cost) in case of such cancellation.

Eton Events, will not be responsible and will be held harmless should any conflicts or misinterpretations arise with the host country, its sponsors, agents or other bodies regarding any and all aspects of the Exhibition which may affect the Exhibitors. The Exhibitor acknowledges that Eton Events have sustained damages and losses as a result of the foregoing, as well, and shall and does hereby waive all claims for damages or compensation. The sums paid to Eton Events as fees or otherwise in connection with the Exhibition shall remain the property of Eton Events.

The Exhibit Committee, Sponsors, Eton Events, its agents or employees are not responsible for any loss, damage or delay incurred in freight shipments/transportation/haulage/handling and clearing. Exhibitors are urged to adequately insure all such transportation of Exhibit items (at its own cost).

The Exhibitor shall hold insurance cover which is appropriate in terms of the nature of the policy and the level of cover and which covers the indemnity given in this clause. Such insurance shall be effective and in force for a period that includes the date when the Exhibition takes place and the Exhibitor agrees to provide evidence of such insurance to Eton Events upon request. The Exhibitor agrees to fully and effectively indemnify Eton Events against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional obligations) to the premises, its servants, contractors or agents where such damage is attributable to the negligence or any act or omission of the Exhibitor, or the Exhibitor's servants, contractors or agents.

8. General Clauses

Exhibitors shall be bound by the Conditions. Any changes must be made in writing and signed by an authorised official of Eton Events who shall have full power to interpret and to make or amend these Conditions. Eton Events reserves the right to alter the Conditions giving the Exhibitor 14 days notice of Eton Events intention and the changes to be made.

Rights of an Exhibitor shall not be assignable to any other firm or person and no Exhibitor may assign, sublet or lease his Space, or sublet the whole or any part of the Space.

The Exhibitor further acknowledges that these Conditions constitute the entire agreement between the parties.

To give notice under this agreement a letter must be delivered personally or sent by first class post or facsimile transmissions to the head office of Eton Events. A notice delivered by hand is served when delivered, a notice sent by first class post is served 48 hours after posting and a notice served by fax is served when the sender receives fax confirmation.

The information the Exhibitor supplies to Eton Events will be stored electronically and used in order to administer the Exhibition and to notify the Exhibitor of other events organised by Eton Events. If you do not wish to receive notification of other events organised by Eton Events please let us know so that we can remove your name from the mailing database. Details will not be passed on to any other parties without your consent.

This agreement shall be governed by and construed according to English law. In any dispute under this Agreement the parties hereby submit to the jurisdiction of any competent court within England or Wales.