

MarineEx Show – Terms and Conditions for Exhibitors.

These Terms and conditions shall apply to the booking of stand and display space by the Exhibitor and acceptance of these is a requirement of the contract between the Event Management and the Exhibitor. Please retain a copy of these terms and conditions for your records.

1. DEFINITIONS. In these terms and conditions the following expressions shall have the following meanings.

“Event” means MarineEx Show including any activities associated with it.

“Exhibitor” means any person firm or company to who space at this event has been allocated under contract and shall include exhibitors staff, employees and their agents.

“Event Management” means Weymouth and Portland Marine Directory (WPMD) a division of Osprey Marketing Ltd (OML) The Company who will issue invoices and to whom payment is to be made.

“Exhibit” means any article so described by the exhibitor and permitted by the Event Management to be exhibited.

“Stand” means the area allotted to the Exhibitor by the Event Management under the contract.

2. ALLOCATION AND LOCATION OF SPACE The allocation of stands and their location will be carried out by the Event Management. The Event Management reserves absolute discretion as to granting or refusing of space and/or location without assigning any reason. The Event Management reserves the right to alter the layout plans and location of stands if in their opinion this is desirable for the benefit of the event as a whole. The Event Management shall not be liable to the Exhibitor for any consequences arising from the location or the surroundings of the stand.

3. PAYMENT FOR SPACE each Exhibitor is responsible for settling all accounts and expenses incurred in connection with the event that are initiated by him his agents or contractors and must discharge such liabilities by the due dates. In the event that the Exhibitor fails to pay any sum due within the time required the Event Management may require in writing the Exhibitor to forego the display space allocated to him without the Event Management being under any liability to refund or abate charges paid or due herein. The Event Management shall have the right to terminate the contract forthwith if the Exhibitor commits any act of Bankruptcy or is unable to pay his debts without being under any liability to refund any charges paid.

4. CANCELLATIONS CONDITIONS In the event that the Exhibitor wishes to withdraw from the event following confirmation of the stand booking (or deemed by the Event Management to have withdrawn due to non-payment of amounts as they fall due) any deposit paid shall be forfeited to the Event Management.

5. EXHIBITORS DISPLAYS If in the opinion of the Event Management the Exhibitor’s display extends beyond his allocated area the Event Management may at their sole discretion charge the Exhibitor for the extra display space occupied at the prevailing rate or insist that the display is limited to the area allocated. Exhibits must not obstruct gangways, fire escape routes or other open spaces nor obstruct displays of other Exhibitors or cause nuisance in any way. The decision of the Event Management shall be final. The Exhibitor shall not assign or sub-let his allocated space without the written permission of the Event Management. The Exhibitor shall permit the Event Management access to the stand and space at all times.

6. GENERAL OBLIGATIONS OF THE EXHIBITOR The Exhibitor undertakes to comply strictly with the following obligations which are conditions of the contract.

- a) To complete all fitting works, remove all rubbish and have all exhibits in position by 9.30am on 3rd July 2010 and to have all exhibits on view and to occupy the stand and the space allocated at all times during the opening hours of the event.
- b) Not to dismantle the stand or remove any Exhibit prior to the close of the Event on either day of the Event.
- c) To remove all exhibits, fittings and other goods by 8.00pm on the 4th July 2010 unless previously agreed arrangements made. Any goods remaining after this time will be removed and storage and removal charges will be incurred and goods remaining after 3 working days following closure of the Event may be sold by the Event Management without notice being given.
- d) Not to exhibit or advertise any article, thing or other matter which is in the opinion of the Event Management of an obscene or objectionable nature.
- e) Not to conduct business in such a manner as to be in the opinion of the Event

Management objectionable to any other Exhibitor, visitor or Event Management.

f) To comply strictly with all relevant Acts, Regulations or By-Laws of any Government or Statutory Body or any Local Authority (Under the Explosives Act 1875 it is illegal to sell flares from temporary stands) including adhering to the regulations governing the use of liquid gas cylinders, generators and electrical supplies.

g) To comply with any request or instruction from the Event Management relating to safety, hygiene or fire precautions.

h) The Exhibitor shall make good and indemnify the Event Management for any damage to premises whether such damage is caused by the Exhibitor his agents, contractors or employees.

7. LIMITATION OF EVENT MANAGEMENT LIABILITY The Event Management its agents or employees shall not be liable for any loss, theft, damage or injury (including contingent or consequential loss or damage) to persons or property from any cause whatsoever during the event. Information given by the Event Management about the Exhibition is given in good faith and is accurate to the best of their knowledge but does not constitute any warranty or representation by the Event Management and therefore any mistake or omission does not entitle the Exhibitor to cancel its space booking.

8. INSURANCE AND INDEMNITY All exhibits, fittings, tools and other goods brought into the Event area by the Exhibitor shall be at the sole risk of the Exhibitor. The Exhibitor shall indemnify and keep indemnified the Event Management against all losses damages, costs charges and expenses whatsoever (including contingent or consequential loss of profit) arising from or in consequence of (a) any breach of the Exhibitor of any of the terms and conditions of the contract (b) any loss suffered by the Event Management as a result of default or negligence by the Exhibitor (c) any liability to or claim by any Third Party including the employees, contractors, agents and servants of the Exhibitor arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the contract.

9. The Exhibitor must possess or make arrangements to secure Public Liability Insurance to provide a minimum of £2,000,000 cover for his organization for the duration of the time on the show area.

10. CURTAILMENT CHANGE OF LOCATION OR DATE OF THE EVENT If the premises where the event is due to be held shall in the sole determination of the Event Management become unfit or unavailable for occupancy by the Event the Event Management reserves the right without being under any liability to the Exhibitor for refunds, additional expenses or otherwise to change the location and/or date of the Event upon reasonable notice to the Exhibitor.

11. EXHIBITION CANCELLATION If as a result of circumstances beyond the control of the Event Management cancellation of the Event becomes necessary the Events Management shall be entitled to retain or receive on account of working expenses 50% of the total sum payable for space by the Exhibitor and any balance of the total sum paid by the Exhibitor shall be repaid by the Event Management to the Exhibitor.

12. TRANSACTIONS All transaction at the Event shall be between vendor and purchaser alone. The Event Management accepts no responsibility.

13. LOUDSPEAKERS Use of loudspeakers at the Event is not permitted.

14. ON WATER DEMONSTRATIONS. Any exhibitor wishing to demonstrate Boats/PWC's or any other watercraft from the show pontoon (s) must ensure that everyone in charge of the vessel carries the necessary qualification.