

EXHIBITOR CONTRACT FORM

on 14th June 2017

at the University of Strathclyde, The Technology & Innovation Centre

Vacuum ROADSHOW

Please complete this form to book your **tabletop display space package**.

TABLETOP DISPLAY PACKAGE *		£
<ul style="list-style-type: none">Table with drape & one chairElectricity socket (1Kw)Name sign	<ul style="list-style-type: none">Area for pull-up posters behind table*Company entry in visitor Show Guide10 Entries in buyers guide in Show Guide	£945 £845 Price excludes VAT.

Notes:

Participation is ONLY available to exhibitors at Vacuum Expo 2017 in Coventry or Scotland based organisations.

*Roller banner type pull-up posters only (no pop-up displays allowed).

Step 1 | Your Company Details

Name: _____

Exhibition Main Contact: _____

Address: _____

Tel: _____ Email: _____

INVOICING DETAILS:

Purchase Order No: _____

Contact: _____

Postal Address: _____

Step 2 | Choose your table

Please book for us tabletop display space, subject to availability: Table No: Price:

Step 3 | Sponsorship

Item	Sponsorship Items	£	✓
1	Lunch Sponsor. "Packed lunch and refreshments sponsored by {company}"	205.00	
2	Coffee Sponsor. "coffee sponsored by {company}"	150.00	
3	Bag Sponsor. Bag x 150 (to be supplied by sponsor)	245.00	
4	Bag Insert.	245.00	

Step 4 | Advertising

Item	Show Guide Advert	£	✓
1	Inside front cover or back page of Show Guide (A5)	195.00	
2	Other page of Show Guide (A5)	120.00	
3	½ page horizontal of Show Guide (A5)	90.00	

Step 5 | Agree Terms & Conditions

We have read and understood the Terms & Conditions overleaf or attached and agree to abide by them.

Signed: _____ Print name: _____

Title of signatory: _____ Date: _____

VACUUM ROADSHOW, 2017 TERMS & CONDITIONS

1. GENERAL

In the terms and conditions set out below the following expressions shall have the following meanings:

"Exhibition" - The exhibition known as Vacuum Roadshow.

"Organiser" - Xmark Media Ltd

"Exhibitor" - The organisation/company contracting with the Organiser for a stand at the Exhibition.

"Premises" - University of Strathclyde, The Technology & Innovation Centre.

These terms and conditions shall apply to all contracts between the Exhibitor and the Organiser relating to the Exhibition. Any variation of these terms and conditions shall only be binding if agreed by the Organiser in writing. No terms or conditions stipulated by the Exhibitor shall apply to any such contract unless agreed by the Organiser in writing.

Exhibits must comply with the applicable Local Authority regulations and any additional regulations stated by University of Strathclyde, The Technology & Innovation Centre or by the Organiser Information supplied by the Exhibitor, including the names of individuals, will be kept on computer and used for the purposes registered under the Data Protection Act 1984.

2. PRICES, SPECIFICATIONS AND DRAWINGS

All quotations and prices are exclusive of VAT.

The Organiser reserves the right to alter prices at any time prior to acceptance of the Exhibitor's order.

While every effort is made to ensure that plans, drawings and specifications in the Organiser's literature are accurate, the Organiser gives no warranty to this effect and shall have no liability in respect of any inaccuracy in such plans, specifications or drawings. The Organiser reserves the right to alter specifications and plans at any time without notice.

3. RULES AND REGULATIONS

The exhibitor agrees to read and abide by the Rules and Regulations contained within the exhibitor manual provided in advance of the exhibition. Special attention is drawn to but not limited to:

Table Top Displays

This package enables low cost participation in the exhibition and provides one table with drape and two chairs. Your display must fit on the surface on the table provided, no display material / exhibits can be anywhere other than in the specified area, pull up poster(s), bag stand or literature stand by arrangement*. Your display height must not be any higher than 1m from the table's surface. Pull-up/roller banners only, no pop-ups. Two Pull up/Roller Banners maybe used behind the table max width 2m.*See your Exhibitor Contract.

4. PAYMENT TERMS

- A. The Exhibitor will be invoiced 25% following receipt of this contract. Please note that your stand choice will not be secure until first part payment is received. The remaining 75% of the stand costs together with any additional costs for other services required will be invoiced on 14 April 2017. Bookings accepted after 14 April 2017 will be invoiced immediately for the full amount and will be due for payment 30 days from the tax point date of that invoice. On all late bookings payment will be due in full at least 10 days before the Exhibition. A final invoice will be sent to the Exhibitor after the exhibition in respect of any additional services not previously invoiced.
- B. Payment of the 75% invoice is due 30 days from the tax point date of that invoice, excepting that all charges for late bookings must be paid before the Exhibitor occupies its stand.
- C. In the event of non-payment of any invoice by the due date or should the Exhibitor die or suffer any incapacity preventing them from participating effectively in the Exhibition, or any bankruptcy or insolvency or, being a limited company, enter into liquidation whether compulsory or voluntary or suffer the appointment of a receiver then the full price for the stand booked shall immediately become due and payable and in addition the Organiser shall have the right to cancel every contract with the Exhibitor in relation to the Exhibition or to suspend or continue such contract without prejudice to the Organiser's right to recover any loss sustained. Interest at the rate of 4% per annum above the base rate of the bank at which the account of the Exhibition is kept shall be payable in respect of all sums (including cancellation charges if appropriate) not paid on or before the due date.
- D. The Exhibitor shall not be entitled to withhold payment of any amounts payable to the Organiser in relation to the Exhibition by reason of any dispute or claim by the Exhibitor in connection with the Exhibition or otherwise nor shall the Exhibitor be entitled to set off any amount which it is alleged is payable or due from the Organiser against any amount payable to the Organiser in relation to the Exhibition.

5. VAT

Local VAT must be charged in accordance with article 9(2)© of the EU 6th VAT directive, where the place of supply of conference/exhibition type services and ancillary services, including the organisation of such activities, is the place where those services are physically carried out. The customer can reclaim the VAT charged to them under the 8th directive VAT reclaim procedure. This policy applies to all countries worldwide without any exceptions.

6. REDUCTIONS OR CANCELLATION OF STAND SPACE

On cancellation of the order the Exhibitor becomes liable to pay to the Organiser all charges due as per this agreement. Cancellations of accepted orders and reductions in stand space contracted for must be notified to the Organiser in writing. Reduction in stand space shall be treated as a pro rata cancellation.

The Organiser may at its discretion waive all or part of the total sum due in respect of cancellation charges. The Organiser would be influenced by all the circumstances of each individual case and each case would be considered on its own merits. In particular the extent of any rearrangement or inconvenience caused would be considered and if any cancelled space should be re-let an allowance might be made when the overall results of the Exhibition are known.

7. PROHIBITION OF TRANSFER

The Exhibitor may not assign, share occupation, sub-let or grant licenses in respect of the whole or any part of its stand, without the consent in writing of the Organiser.

8. LIABILITY

- A. Subject to sub-clause (C) below the Exhibitor shall be solely responsible (to the exclusion of the Organiser its servants agents and sub-contractors) for all personal injury or damage to or loss theft or destruction of any property (including but not limited to the Premises) or any property of the Exhibitor arising directly or indirectly with regard to or in connection with the Exhibitor's stand or its use or any item of equipment or materials used on or in connection therewith or with the Exhibition and anything permitted, omitted or done thereon or there from or therewith during the period of Exhibition or in the construction and dismantling periods, howsoever such injury

damage or loss theft or destruction arises. The Exhibitor shall indemnify the Organiser and the servants, agents contractors of the Organiser in respect of all losses (including consequential losses or damage) costs or expenses which it or they may suffer, or which are incurred directly or indirectly by it or any of them as a result of any claim action proceeding or demand being made against them or any of them by the Exhibitor, any of the Exhibitors servants, agents contractors or invitees, the owner of the Premises or any other person in relation to any of the matters referred to in the foregoing paragraph.

- B. Subject to sub-clause (C) below should the Exhibitor, its contractors, sub-contractors, servants or agents fail to remove all their property or otherwise fail to vacate the Premises by the time stipulated in the Exhibitors Manual issued by the Organiser for any reason whatsoever, the Organiser shall be entitled but not obliged to remove and/or dismantle the Exhibitors stand and any items, objects or equipment attached to or forming part of the stand or its exhibits at the risk and expense of the Exhibitor and the Exhibitor shall indemnify the Organiser its servants agents and sub-contractors against all losses (including consequential losses) costs, claims, actions, proceedings demands and expenses incurred directly or indirectly and howsoever by the Organiser as a result of the failure of the Exhibitor to vacate the Premises or to remove the stand and/or equipment or in the course of the Organiser its servants agents or sub-contractors dismantling or removing the same. Any equipment or materials dismantled and/or removed in accordance with the provisions of the foregoing paragraph shall, provided that all sums due to the Organiser under the terms of this Agreement have been paid, be delivered to the Exhibitor, at the expense of the Exhibitor.
- C. Notwithstanding the provisions of this Clause 5 the Organiser does not seek to exclude any claims for death or personal injury caused by its negligence or that of its servants, agents or sub-contractors.

9. FORCE MEJEURE

Should the Exhibition be cancelled, curtailed or adversely affected by any cause not within the reasonable control of the Organiser including but not limited to war, terrorism, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, Act of God, or non-availability of the Premises for any reason, the Organiser shall be under no obligation to refund all or part of the sums paid by the Exhibitor in respect of its participation in the Exhibition and shall be under no liability to the Exhibitor or any other person in respect of any actions proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or incurred by the Exhibitor as the result thereof.

10. INSURANCE

The Exhibitor shall take out adequate insurance in respect of all liabilities of the Exhibitor in relation to the Exhibition including but not limited to the liabilities referred to in Clauses 7 and 8. Insurance should be effective in respect of:

- a. Exhibits and contents of stand.
- b. Public Liability £2,000,000.
- c. Third Party Risk.
- d. Expenses incurred due to abandonment or postponement of the Exhibition.

11. ADVERTISEMENT MATERIAL

- A. The Organiser reserves the right to prohibit the display or dissemination of any advertisement or publication of any kind at or in relation to the Exhibition whether or not at the Premises, and the Exhibitor shall forthwith withdraw any such advertisement or application or notification by the Organiser.
- B. The Exhibitor shall not advertise or distribute its publications and printed matter at the Premises otherwise than from its stand.

12. CONDUCT

Exhibitor shall comply with all regulation imposed from time to time by the Organiser or by any officer from Ricoh Arena in relation to the conduct of the Exhibition. The decision of the Organiser as to any matter of conduct or non-compliance to Rules and Regulations and generally in relation to the Exhibition shall be final and binding upon the Exhibitor and if the Exhibitor shall fail to comply with the request of the Organiser or any person authorised by it in that behalf, the Organiser may take whatever steps it deems appropriate to enforce compliance including termination of the contracts between the Organiser and the Exhibitor relating to the Exhibition.

13. LASERS

- A. The Exhibitor shall inform the Organiser of all lasers to be operated on their stands and supply all details including power, wavelengths and IEC classification and complete the Laser RA, to the Organiser before the 19 September 2017.
- B. The Exhibitor shall allow the Organiser or the laser safety officer in charge of the Premises or any officer from the Health & Safety Executive to inspect any laser on their stand at any time during the exhibition or the build-up or breakdown periods. The Exhibitor shall conform to agreed laser safety standards and comply with any special instructions from any of the above officials in particular the HS(G)95 guidelines.
- C. In the event of any breach of the foregoing provisions of this clause, the Organiser reserves the right to require the Exhibitor to shut down any laser which is causing or may cause a hazard or which is not being or has not been operated or does not conform with regard to the safety standards referred to in sub-clause (B) above. The decision of the Organiser with regard to these matters shall be final in the case of dispute. In the event that the Exhibitor declines to shut down any such laser in the circumstances set out above the Organiser shall be entitled, at its option, to cut off all supplies of electricity to the stand of the Exhibitor or to require the Exhibitor to leave the Exhibition and in either event, the Exhibitor shall have no claim against the Organiser in respect of any loss or damage it may suffer by reason of such action or actions being taken by the Exhibitor (including consequential loss) and shall not be entitled to a refund of any of the price paid for hire of the stand.

14. GASES

Please contact Xmark Media before 12th May for details on venue rules and regulations regarding compressed gas.

15. CANCELLATION BY ORGANISER

The Organiser reserves the right to cancel any Exhibitor's booking before the exhibition and should it do so its sole liability shall be to refund all monies paid by the Exhibitor. The Organiser shall not be liable for any loss (including consequential loss) or damage suffered by an Exhibitor resulting from such cancellation howsoever the same may be caused.

16. PROPER LAW

All contracts between the Organiser and the Exhibitor relating to the Exhibition shall be governed by and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the High Court.