

EXHIBITION & SPONSORSHIP TERMS AND CONDITIONS

1	Definitions In these Terms and Conditions the term "Sponsor" means any person, firm or company who has made application for and who has been granted sponsorship at LiftEx 2017. In these Terms and Conditions the term "Exhibitor" means any person, firm or company who has made application for and who has been granted exhibition space at LiftEx 2017. The term "Event" means the event, LiftEx 2017 , detailed in the Exhibition & Sponsorship Prospectus. The term "Sponsorship" means the sponsorship package detailed in the Exhibition & Sponsorship Prospectus. The term "Organiser" means LEEA, the organiser identified in the Exhibition & Sponsorship Prospectus or its assigns. Any other term or condition including any variation of this agreement shall be void unless incorporated clearly in the written instructions and specifically accepted by the Organiser.		number of attendees to attend the exhibition for any reason beyond the reasonable control of the Organiser.
2	Application for Exhibition Space or Sponsorship Application for exhibition space or sponsorship at the event must be made on the Sponsorship/Exhibition Booking Form and must. The Organiser may at its sole discretion accept applications by purchase order, in writing, or facsimile or accept a deposit payment in lieu of written application provided that these Terms and Conditions shall apply to any such exhibition space or sponsorship and shall constitute the entire agreement between the Organiser, and the Exhibitor or Sponsor. Until the completed Booking Form has been received and accepted by the Organiser, the Organiser has the right to refuse the exhibition space or sponsorship to any Exhibitor or Sponsor without giving any reason.	11	Exclusion of Personnel The Organiser reserves the right in its absolute discretion to remove from the exhibition any person whose presence is or is likely to be undesirable and the Organiser may exercise such right notwithstanding that any such person is the employee, agent or contractor of the Exhibitor/Sponsor or otherwise in any way connected or associated with the Exhibitor/Sponsor.
3	Payment All payments must be made in accordance with the terms and methods set out on the Booking Form. In the event the Exhibitor/Sponsor fails to meet any such payment obligations (whether as to the amounts or date of payment) then the Organiser reserves the right to cancel its contract with the Exhibitor/Sponsor and to resell or reallocate the exhibition space or Sponsorship allocated to the Exhibitor/Sponsor and the provisions of paragraph 4 below relating to cancellation charges shall apply.	12	Undesirable Activities If it appears to the Organiser that the Exhibitor/Sponsor may be engaged in activities which are deemed to be contrary to the best interests of the Event or which are unethical or to be in breach of the law, the Organiser may, without being under any liability to refund or abate any charges paid or due herein, cancel any Exhibition space or Sponsorship which may have been made to the Exhibitor/Sponsor and require him forthwith to withdraw the Exhibition space/Sponsorship allocated to him and refuse the Exhibitor/Sponsor the right to participate further in the Event. Canvassing for orders, except by the Exhibitor/Sponsor on his own stand in the normal course of his business, is strictly prohibited and in any such case the right of expulsion referred to in paragraph 12(a) above will be exercised at once. The distribution or display by the Exhibitor/Sponsor of printed or other placards, handbills or circulars or other articles except by the Exhibitor/Sponsor on his own display space is prohibited, except by prior written agreement with the Organiser.
4	Cancellations If the Exhibitor/Sponsor wishes at any time prior to the Event to cancel or reduce the exhibition space or sponsorship allocated to him/her, then written notice of such wish, stating the reasons for such cancellation or reduction, must be given to the Organiser by Recorded Delivery post. For the avoidance of doubt the Organiser shall not be obliged to accept the Exhibitor/Sponsor's notice of cancellation reduction. The date of cancellation shall be the date the Organiser notifies the Exhibitor/Sponsor that it accepts the Exhibitor/Sponsor's notice. In the event that the Organiser accepts the Exhibitor/Sponsor's notice of cancellation or reduction of his exhibition space/Sponsorship, or in the event that the Organiser terminates the contract with the Exhibitor/Sponsor for whatever other reason, the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser and without being under any liability to refund or reduce any payments due under these Terms and Conditions) to reallocate or resell the exhibition space/Sponsorship allocated to the Exhibitor/Sponsor and to apply the following cancellation charges: Time of cancellation occurring prior to the commencement of the Event Cancellation charge (% of total cost set out on the Booking Form) Between 23 November '16 and 31 January '17 - no cancellation charge applies Between 01 Feb '17 and 30 March '17 - 20% of total cost (plus VAT) Between 31 March '17 and 15 August '17 - 50% of total cost (plus VAT) From 16 August '17 onwards - 100% of total cost (plus VAT) The Exhibitor/Sponsor hereby acknowledges that the above amounts represent reasonable compensation for the costs incurred by the Organiser as a result of the Exhibitor/Sponsor's cancellation and that they do not represent a penalty.	13	Fire Precautions All materials used for building, decorating or covering stands or displays must be non-flammable material. The Exhibitor/Sponsor must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.
5	Allocation of Stand Space Every effort shall be made to allocate to the Exhibitor/Sponsor the stand space which has been ordered. However, to facilitate an effective layout of the exhibition and if the Organiser believes it to be in the best interest of the exhibition, the Organiser has the right to make a stand space reallocation at any time, provided that the reallocated stand space shall not be more than 10% greater or less than the stand space which has been booked.	14	Compliance with Regulations The Exhibitor/Sponsor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organiser, the proprietors or managers of the Exhibition building or any municipal or other competent authority.
6	Stand Space and Exhibits The Exhibitor/Sponsor must occupy the space allocated by him by show opening time on the first day of the Event. In the event the Exhibitor/Sponsor fails to do so, he shall be deemed to have cancelled his Exhibition space/Sponsorship and the Organiser shall be entitled to the provisions of paragraph 4 relating to cancellation charges shall apply. The Exhibitor/Sponsor acknowledges that he shall only be entitled to use contractors other than the official stand contractors appointed by the Organiser or (where the Organiser has provided a shell scheme) to erect his own stand, with the prior written consent of the Organiser. Full details of any shell scheme provided by the Organiser will be supplied in the Exhibitor/Sponsor Toolkit. Plans for specially built stands or displays other than those constructed from any such shell scheme must be submitted by the Exhibitor/Sponsor to the Organiser for approval before construction is ordered. If in the opinion of the Organiser the Exhibitor/Sponsor's stand or display extends beyond his allocated space, the Organiser may at its sole discretion charge the Exhibitor/Sponsor for the extra space so occupied at the prevailing rate. The Exhibitor/Sponsor shall be entitled to exhibit its qualified products and services as appropriate to the Event. The Exhibitor/Sponsor must not erect his exhibits in a manner which would in the opinion of the Organiser obstruct the light or impede the view along the open spaces of gangways of the exhibition area or occasion inconvenience to or otherwise affect the display of any other Exhibitor/Sponsor. No acceptance by the Organiser of the Exhibitor/Sponsor's Booking Form or the Exhibitor/Sponsor's name to any particular part of any exhibition floor plan or stand number will constitute any agreement, warranty or representation by the Organiser that the Exhibitor/Sponsor is entitled to exhibit at the exhibition in such particular location. The Organiser reserves the right without being required to give notice to the Exhibitor/Sponsor to alter the layout of any exhibition floor plan or position of any stand at any time. The Organiser and any other person either authorised by the Organiser or having an interest in the premises shall without notice be entitled to access at all reasonable times before, during and after the exhibition to the Exhibitor/Sponsor's stand and for this purpose the Organiser or any person shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Exhibitor/Sponsor. Should any dispute arise as to the stand space allocation, the extent of any extra stand space deemed by the Organiser to be occupied by the Exhibitor/Sponsor beyond that allocated or as to the Exhibitor/Sponsor's right to display any exhibits, the decision of the Organiser shall be binding.	15	Electric Lighting and Power The Exhibitor/Sponsor shall ensure that all electrical installations on his stand space and all exhibits comply with any statutory or local regulations or requirements to which the Exhibitor/Sponsor may be subject. Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other exhibitors and sponsors.
7	Exhibitor/Sponsor's Representative and Passes The Exhibitor/Sponsor must supply to the Organiser the name of at least one person to be his representative in connection with the installation, operation and removal of his exhibits. In order to ensure only official access to the exhibition area, the Exhibitor/Sponsor and his personnel and contractors will be issued with non-transferable passes. No admission to the Exhibitor areas will be allowed unless this pass is presented. The Exhibitor/Sponsor will be required to provide the Organiser, at least two weeks before the first day of build-up, a list detailing the personnel who will be present on the stand, and the day(s) on which each person is likely to be in attendance.	16	Insurance The Exhibitor/Sponsor shall carry public liability insurance against personal injury, death or damage to or loss of property by any cause whatsoever. If proof in writing of such insurance is not received by the Organiser from the Exhibitor/Sponsor at least one month before the Event commences, the Organiser, without being under liability to refund or abate any charges paid or due herein, may cancel any allocation of Exhibition Space/Sponsorship to the Exhibitor/Sponsor and shall be entitled to resell or reallocate such Exhibition space/Sponsorship. The Exhibitor/Sponsor shall also ensure that he has full indemnity insurance against the usual risk in respect of all loss, damage or injury to goods and persons.
8	Duration of Exhibition Details of exhibition hours are given in the Organiser's Exhibition/Sponsor Toolkit. During these times stands must be adequately manned by the Exhibitor/Sponsor's staff with the exhibits fully set up. The Exhibitor/Sponsor must be ready and able to conduct business during the exhibition hours.	17	Cancellation or Change of Location or Date of Event In the event that by reason of any event outside the Organiser's reasonable control (including, without limitation, any strike or other industrial action involving the Organiser's own workforce) the Event or any part thereof is prevented from being held in a particular location or on a particular date the Organiser shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Event or reduce the planned period for preparation, display or dismantling of the Event and in such event any refund of payments to the Exhibitor/Sponsor shall be at the absolute discretion of the Organiser. Such refund, if given, shall be such proportionate share of the balance of the aggregate exhibition/sponsorship fees received by the Organiser in relation to the Event as the Organiser thinks fit after deducting expenses incurred by and reasonable compensation for the Organiser, but in no case shall the amount of any refund to the Exhibitor/Sponsor exceed the amount paid by the Exhibitor/Sponsor nor shall the Exhibitor/Sponsor be entitled to review or audit any of the Organiser's financial records. The Exhibitor/Sponsor here by acknowledges that in the event any of the circumstances referred to in paragraph 17(a) occur he shall have no right to any refunds, damages or expenses. In the event, the Event (or part thereof) is cancelled by the Organiser for commercial reasons, including without limitation, lack of support, then all payments made by the Exhibitor/Sponsor to the Organiser will be refunded, but the Exhibitor/Sponsor hereby agrees that in such circumstances he will have no further claim (whether for damages or otherwise) against the Organiser.
9	Removal of Exhibits No exhibit shall be packed, removed or dismantled prior to the closing of the exhibition without written permission from the Organiser. If the Exhibitor/Sponsor acts in breach of this provision he shall pay to the Organiser, by way of compensation for the detraction to the Exhibitor/Sponsor's appearance and in addition to all sums otherwise payable to the Organiser under these Terms and Conditions, a sum equal to one third of the total amount payable by the Exhibitor/Sponsor for his allocated stand space. The Organiser reserves the right in its absolute discretion to require the Exhibitor/Sponsor to remove any exhibit specified on the Booking Form or which is being exhibited at the exhibition. The Exhibitor/Sponsor will be liable for all storage and handling charges resulting from his failure to remove all exhibits and display materials from his allocated stand space. The Exhibitor/Sponsor must surrender any occupied shell scheme in its original condition. The Exhibitor/Sponsor shall make good and indemnify the Organiser for any damage caused by the Exhibitor/Sponsor, his employees, agents or contractors to the exhibition premises or to any shell scheme occupied by the Exhibitor/Sponsor.	18	Default and Sponsor's Insolvency If the Exhibitor/Sponsor breaches or fails to perform or observe any obligations or restrictions set out in these Terms and Conditions, or if the Exhibitor/Sponsor becomes bankrupt, commits any act of bankruptcy, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any of its assets, enters into any composition with its creditors generally or has a petition preserved for the making of an administration order or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction then the Organiser shall be entitled without notice to the Exhibitor/Sponsor to terminate its contract with the Exhibitor/Sponsor forthwith and to resell or reallocate the exhibition space/Sponsorship and the provision of paragraph 4 above relating to the cancellation of exhibition space/Sponsorship shall apply.
10	Attendance The Exhibitor/Sponsor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted exhibitors/sponsors to attend the exhibition or the failure of any	19	Limitation of Liability The Organiser, its employees or agents shall not be liable for any loss, theft, damage or injury to persons or property suffered by the Exhibitor/Sponsor, its employees or agents. Information given by the Organiser about the Event is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission will not entitle the Exhibitor/Sponsor to cancel his exhibition space/Sponsorship. Whilst the Organiser shall use its reasonable endeavours to organise and promote the Event in such manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as to audience projections or methods of timing or promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.
		20	Indemnity The Exhibitor/Sponsor hereby fully and effectually indemnifies the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any cause whatsoever arising in connection with the participation in the Event of the Exhibitor/Sponsor, his agents, contractors or employees. If the Exhibitor/Sponsor is a limited company, the directors of the Exhibitor/Sponsor hereby undertake to fully and effectually indemnify and keep indemnified the Organiser its employees, agents and contractors against all costs, claims, demands, proceedings and losses for which the Organiser or its employees, agents and contractors may become liable in consequence of damage or injury to any person or property occasioned by or arising out of the act, default or negligence of the Exhibitor/Sponsor, its employees or agents or any other person under its direction or any independent contractor engaged by it.
		21	Assignment The Exhibitor/Sponsor shall not be entitled to assign or delegate to a third party, any rights or obligations of the Exhibitor/Sponsor arising under these Terms and Conditions. The Organiser shall be entitled to assign the benefit (subject to the burden) of its contract with the Exhibitor/Sponsor without notice to or consent from the Exhibitor/Sponsor.
		22	Entire Agreement These Terms and Conditions contain the entire agreement between the Organiser and the Exhibitor/Sponsor and may not be changed orally, but only in writing signed by a duly authorised representative of the party against whom enforcement of any waiver, change, modification or discharge is sought.
		23	Force Majeure The Organiser shall not be liable for any breach of this Agreement caused by fire, lighting, explosion, subsidence, flood, hurricane, Act of God, inclement weather, precipitation, war, civil disorder, strikes, lock-out or trade disputes, delays in transport, or for any other reason whatsoever beyond the control of the Organiser (together "Force Majeure"). If an event of Force Majeure prevents the production of the Event, the Organiser shall be entitled at its sole option to terminate this Agreement or to produce the Event at such other dates as it shall in its sole discretion deter this and all other terms of the Terms and Conditions (including without limitation the Exhibitor/Sponsor's obligation to make payment to the Organiser) and any accrued liabilities shall remain in full force and effect.
		24	Governing Law and Jurisdiction These Terms and Conditions shall be construed in accordance with English law and the Exhibitor/Sponsor hereby submits to the non-exclusive jurisdiction of the English courts.