

## **TERMS AND CONDITIONS**

### **World Biogas Expo, Summit and Awards 2024**

Wednesday and Thursday 10th-11th July 2024,  
Hall 3, The NEC, North Ave, Marston Green, Birmingham B40 1NT.

#### **Regulations**

These regulations cover areas such as Venue regulations, Fire Safety, Insurance, Stand fitting and Display regulations, Codes of conduct etc. Please be advised that certain sections of this agreement may contain technical or complex language. It is imperative that you carefully review these sections to ensure your participation is as smooth as possible.

If you have any questions or require advice or extra explanation of a regulation, then please do not hesitate to contact The Show Team, who will be ready to offer you every assistance. They can be reached on telephone: +44 (20) 31760503 extension: 308.

#### **Part I**

##### Definitions

**1.1** In these Regulations the following words and expressions shall have the following meanings:

**1.1.1** The term 'Exhibitor' shall include all employees, servants and agents of any Company, Partnership, Firm or individual to whom space has been allocated for the purpose of exhibiting.

**1.1.2** The term 'Exhibition' shall mean the event as named and dated above.

**1.1.3** The term 'Exhibition Venue' shall mean the location for the Exhibition as shown above.

**1.1.4** The term 'Organisers' shall mean:

The Anaerobic Digestion and Bioresources Association Limited whose registered office is at: Sustainable Workspaces, Office CH5, Fifth Floor, Riverside Building, County Hall, Westminster Bridge Road, London, SE1 7PB, Registered in England No. 07015240, its employees or agents.

**1.1.5** The term 'Landlord' shall mean The owners and management of the appointed Exhibition venue, its employees or agents.

**1.1.6** The term 'Contract' shall mean the contract for space or space plus shell stand or package stand and other Value Added Services at the Exhibition entered into between the Organisers and the Exhibitor, which incorporates these Regulations and the Exhibition Manual.

**1.1.7** The term 'Authorities' shall mean the Local Authority and the Fire Authority.

**1.1.8** The term 'Service Charge' means the sum payable under the Contract for space or space plus shell stand or package deal stand and other Value Added Services, plus VAT or similar taxes in accordance with the appropriate legislation.

**1.1.9** The term 'Exhibition Manual' shall mean the manual to be prepared by the Organisers and distributed to Exhibitors prior to the Exhibition, setting out practical aspects of their

participation at the Exhibition.

**1.1.10** The term 'Value Added Services' shall include, without limitation, the hire of meeting rooms, insurance, sponsorship/advertising arrangements, delegate places, visitor places, dinner places and internet listing.

**1.1.11** The term 'Perimeter Stand' shall mean an exhibition stand with a rear wall that has no other exhibitors or sections of the show behind it.

**1.1.12** The term 'Structural Engineer' shall mean a nominated professional, of the Organiser's choosing, that has been appointed to inspect the integrity of structures, deemed by the Exhibition Industry to be "complex", for purposes of measurement and valuation.

**1.1.13** The term 'Operations Manager' shall mean a nominated professional, of the Organiser's choosing, that has been appointed to organise the operational aspects of the running of the Exhibition and who is named on the landing page of the online Exhibitor Manual.

**1.1.14** The term 'Official Caterer' shall mean the venue's official hospitality caterer, who has sole rights over all hospitality catering activity within the premises and who is further defined in the online Exhibitor Manual.

**1.2** The title to each Regulation hereinafter set out is for ease of reference only and shall not be construed as limiting or defining the content of any Regulation.

## **2. Eligibility of Exhibits**

**2.1** Exhibits must fall within the defined scope of the Exhibition. The Exhibitor shall not display on his stand any products which fall into classes other than those described on the application for space, and/or the sales brochure, unless prior consent has been given in writing by the Organisers.

**2.2** Second hand or reconditioned equipment may be displayed on any stand.

**2.3** In cases where the Exhibitor wishes to use borrowed equipment on his stand to demonstrate his own products, the display of the name of the firm lending the equipment is not permitted unless the firm is also exhibiting, in which case acknowledgement cards can be displayed.

**2.4** An Exhibitor who is either associated with, or a selling agent for, another firm or firms and who wishes to exhibit the products of another firm or firms must state at the time of making an application for space the name of the firm(s) to be represented at the Exhibition and undertake to confine the Exhibits to the goods of such firm(s). The names of such firm(s) must be displayed on the stand throughout the Exhibition period.

**2.5** The Exhibitor is responsible for obtaining all necessary licences, permits, authorities or other documentation required by UK law or any other applicable laws or regulations in respect of Exhibits to be displayed at the Exhibition. Such licenses, permits, authorities or other documentation shall be produced to the Organiser on request.

**2.6** Allotment of space by the Organisers shall not imply that they accept the proposed Exhibits, and the Exhibitor must satisfy himself that his Exhibits comply with the Regulations. The Organisers reserve the right to exclude and/or require to be removed any Exhibit which in their reasonable opinion is not within the scope of the Exhibition or is not suitable for the

site allocated to the Exhibitor or does not comply with clause 2.4 or 2.5 above. The decision of the Organisers as to the eligibility of the Exhibits will be absolutely final and binding.

### **3. Participation Cost**

**3.1** The cost of space does not include any stand fitting, electricity, lighting, carpet or furniture, unless specified.

**3.2** The Exhibitor must conform to the stand fitting regulations outlined in paragraph 7 and those outlined in the Exhibition Manual.

### **4. Conditions of Payment**

**4.1** The Service Charge shall be paid by the Exhibitor as follows:

- 40% within 30 days of contract signing
- 30% on or before 31 January 2024;
- 30% on or before 31 March 2024.

Value Added Services shall be paid for in full at the date of ordering and such services may not be cancelled or varied in the period of eight weeks prior to the Exhibition or during the Exhibition.

**4.2** If any of the above payments are fourteen days in arrears (whether demanded or not) the Organisers shall have the right to charge interest on the overdue amount from fourteen days after the due date, at a rate of 2% above the base lending rate of the National Westminster Bank plc from time to time. Such interest shall accrue after, as well as before, any judgement and shall accrue on a daily basis compounded for the overdue period with three monthly rests. In addition, if the above payments are fourteen days in arrears the Contract may at any time thereafter be terminated forthwith by notice in writing by the Organisers to the Exhibitor. In such event all Service Charge paid shall be forfeited and the balance of the Service Charge shall become due and payable forthwith together with any accrued interest. Such termination shall not prejudice any rights or claims by the Organisers against the Exhibitor in respect of any antecedent breach, and where applicable the provisions of Regulation 20 in Part 2 shall apply.

**4.3** If any of the payments in clause 4.1 is fourteen days in arrears (whether demanded or not) the additional cancellation provisions in clause 19.2 shall not apply.

### **5. Reduction of Stand Size/Withdrawal by the Exhibitor**

**5.1** Without prejudice to the rights and remedies of the Organisers in respect of any breach of the Contract on the part of the Exhibitor the Exhibitor may reduce his stand size or withdraw from the Exhibition or amend or withdraw its order for Value Added Services subject to the following conditions:

**(a)** the Exhibitor must give written notice to the Organisers setting out the amount of space by which he wishes to reduce his stand size or stating his desire to withdraw from the Exhibition, or amend or withdraw its order for Value Added Services.

**(b)** On receipt of the Exhibitor's notice the Organiser will notify the Exhibitor of the proportion of the Service Charge for the relinquished space and/or of the consideration payable for the

Value Added Services payable notwithstanding the reduction or withdrawal from the Exhibition, or the amendment or withdrawal of the Value Added Services, as follows:  
Date of receipt by Organisers of Exhibitor's notice to reduce or withdraw / Proportion of Service Charge payable on reduction or withdrawal:

- On or before 31<sup>st</sup> January 2024: 40%
- After 1<sup>st</sup> February 2024 but on or before 31 March 2024: 70%
- After 1<sup>st</sup> April 2024: 100%

The Service Charge balance due from the Exhibitor under this Regulation in the event of a reduction or relinquishment of space or cancellation or amendment of Value Added Services will be due and payable forthwith notwithstanding anything said in Regulation 4.

### **Withdrawal by Exhibitor**

The Service Charge due from the Exhibitor under this Regulation in the event of a withdrawal from the Exhibition will be due and payable forthwith and upon payment thereof to the Organisers by the Exhibitor (credit being given by the Organisers for all sums already paid by the Exhibitor) the Contract shall be cancelled and neither party shall have any further claim against the other.

(c) Any division of a stand necessary as a result of a request to reduce will be at the Organisers' discretion.

(d) Notwithstanding anything said to the contrary, the Organisers reserve at all times the right to refuse to permit the Exhibitor to reduce his stand size; such refusal shall not, however, affect the Exhibitor's right to withdraw from the Exhibition in accordance with this Regulation.

## **6 Occupation and Completion of Site**

**6.1** The Exhibitor and contractors may (subject to any special conditions contained within the Exhibitor's Manual) enter the Exhibition premises for the purpose of erecting their stand and preparing exhibits from 08:00-18:00 hours on Monday 8<sup>th</sup> July 2024 (Space Only/Self Build stands) and from 08:00 – 20:00 hours on Tuesday 9<sup>th</sup> July 2024 (Shell Scheme stands). In the interests of the Exhibition, the Organisers may in exceptional cases request for the erection of particular stands on days and at times to be specified by them. Such request is to be at the complete discretion of the Organiser and is to be adhered to by the Exhibitor.

**6.2** All handling or placement of exhibits by forklift within the Exhibition Venue must be carried out by the lifting and logistics contractor appointed by the Organisers.

**6.3** The Exhibitor undertakes that their site or stand will be ready, and all exhibits (other than those which are small and have special value) installed and arranged thereon for display and all arrangements in connection therewith completed by 20:00 hours on Tuesday 9<sup>th</sup> July 2024. Vehicular access to the back of the hall ends at 18:00 hours on Tuesday 9<sup>th</sup> July 2024.

**6.4** In no circumstances will the exhibitor be permitted to erect or occupy a stand or site if the service charge has not been paid in full. Should an Exhibitor be prevented from occupying their site for this reason, all Service Charge paid shall be forfeited and the balance of the Service Charge shall be recoverable forthwith by the Organisers. The Organisers shall be entitled to utilise the site which had been allotted to such Exhibitor in such a manner as the Organisers shall think fit and to recover from the Exhibitor and expenditure incurred in so doing.

**6.5** The Exhibitor will not remove any of their exhibits prior to the closing of the Exhibition at 16:00 hours on Thursday 11<sup>th</sup> July 2024. Immediately after the Exhibition is clear of visitors and in any event by 22:00 hours on the same day, Exhibitors must have removed from their stands all portable exhibits, display material, stand fitting items, waste materials and personal effects. Notwithstanding instructions issued specifically for the closing night of the Exhibition, the security of stands and their contents during the entire breakdown period remains wholly the responsibility of the Exhibitor, his agent or contractor. The Organisers cannot be held liable for any damage or losses that might occur.

**6.6** The Organisers' tenancy of the Exhibition Venue terminates on Thursday 11<sup>th</sup> July 2024 at 23:59 hours. All non-portable exhibits and other property of the Exhibitor, their contractors and agents must be removed from the Exhibition Venue before 22:00 hours on Thursday 11<sup>th</sup> July 2024. The Organisers shall be entitled, if in their reasonable opinion the Exhibitor, their contractors and agents will be unable for any reason to comply with this condition, to remove as waste and/or dispatch such exhibits and property (at the risk and expense of the exhibitor) to the address of the Exhibitor stated on the Contract.

## **7. Construction and Erection of Stands**

### **7.1 Shell stands:**

**7.1.1** The stands, which will be provided by the Organisers, will be in accordance with the specification already published.

**7.1.2** All interior stand fittings must be contained within the shell stand structure and must not exceed 4m in height.

### **7.2 Space only sites:**

**7.2.1** An exhibitor who has booked a space only site must provide their own designed shell scheme or stand unless it is an "Island Site" (i.e. with no neighbouring stands and not on the perimeter of the show). Popup stands or promotional banners do not qualify as designed shell scheme or stands unless agreed at the time of booking with the Organiser. The Organisers reserve the right to invoice exhibitors for the additional service charge if they feel exhibits do not fit the criteria for space only stands.

**7.2.2** Exhibitors booking a space only booth space for a Perimeter Stand have an obligation to provide a properly constructed rear wall of between 2.4 metres and 4 metres in height and the full width of their contracted stand space. The use of pop-up and/or vinyl graphic banners, does not constitute an acceptable rear wall build, as gaps in the wall will leave the back of house areas of the exhibition hall exposed.

**7.2.3** Exhibitors are responsible for their own stand design and construction. The Organisers will be pleased to offer advice and guidance and can provide a fully comprehensive service if required.

**7.2.4** The overall height for stand fitting for all stands, including cladding of columns, should not exceed 4m from the floor level.

**7.2.5** Double decker stands are not permitted at the show.

**7.2.6** It is the responsibility of the Exhibitor to check the Exhibition Venue headroom available when booking space, as occasionally the location of a stand will not always provide

for the maximum stand fitting heights permissible under the regulations.

**7.2.7** On divided sites Exhibitors are responsible for erecting and decorating side and back walls facing onto their stand areas to a minimum height of 2.4m. Walls above this height must be clad and decorated on both sides from 2.4m upwards by the Exhibitor who has them erected. Such walls overlooking adjoining stands must be finished in white.

**7.2.8** Full dimensional drawings showing all proposed constructional details and positions and dimensions of machinery exhibits must be submitted and approved by the Organisers before any work is put in hand. For stands not exceeding 4m in height, drawings must be submitted electronically to the Operations Manager by the deadline outlined in the Exhibitor Manual. All plans must be in English and to scale. For all stands with a platform exceeding 600mm in height, drawings will need to be submitted to a Structural Engineer. Any fees payable to Structural Engineers for special approval must be paid by the Exhibitor. Permission to enter the Exhibition premises will not be given until the full approval of the Structural Engineer has been given and payment received. The Organisers reserve the right to prevent work being carried out by, or on behalf of, any Exhibitor who has not submitted stand design drawings in accordance with this Regulation. The approval for any structure is conditional upon satisfactory inspection of the site.

### **7.3 All Stands**

**7.3.1** Exhibitors on island sites must not construct uninterrupted perimeter walls over 4 metres in length, where that wall faces another Exhibitor's stand, without authorisation from the Organiser (this ruling is in place to prevent other Exhibitors being hidden behind, or facing, large expanses of blank walling). Perimeter walls over 4 metres in length must be broken up with "gaps" and/or "clear vision panels" and approved by the Organisers' Office. The inclusion of large, enclosed areas within a stand can only be permitted with the prior written permission of the Organisers. Any item or display attached must not project over the frontage of space taken by the Exhibitor.

**7.3.2** The Organisers may at the expense of the Exhibitor remove or alter anything in, on, or forming part of any stand if, in their opinion, it is desirable to do so in the interests of the Exhibition.

**7.3.3** All electrical installations must be carried out by the official show contractor appointed by the Organisers for the area in which the stand is situated.

**7.3.4** Where illuminated fascia boards are used on stands, the lighting thereof shall be of sufficient power to light the fascia board only and must not cause any spill of light on to neighbouring stands. No flashing lights will be permitted. The Organisers reserve the right to disconnect the electrical supply to any illuminated fascia which, in their opinion, is causing a nuisance to any other Exhibitor.

**7.3.5** Nothing may be attached to the floor of the Exhibition Venue without the written consent of the Organisers.

**7.3.6** Mobile Exhibition units, caravans or similar vehicles are not permitted without the prior written permission of the Organisers.

**7.3.7** All stand construction and displays must be made from fireproofed materials and installed to the satisfaction of the Authorities.

**7.3.8** Items may be suspended from the hall ceiling or parts thereof. Branded display materials may be suspended to a maximum height of 6000mm from the hall floor and unbranded lighting rigs may be suspended to a maximum height of 8000mm from the hall floor. Approval to suspend branded display materials will only be given subject to strict installation and removal criteria being met and will be authorised on a strictly first come, first served basis. Requests will only be considered provided that they are made in writing to the Organisers before Monday 10<sup>th</sup> June 2024.

**7.3.9** The Exhibitor may use a contractor of his choice for the construction and erection of stands on space only sites, and interior fitments for shell stands. It is strongly recommended that only companies who are members of The Event Supplier and Services Association (ESSA) are employed. However, the Exhibitor is still responsible for ensuring that their appointed contractors are competent and adhere to Health and Safety legislation and Safe Working Practices.

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## **Part II**

### **1. Regulations**

The Exhibitor must comply with the requirements of the Authorities and with the regulations issued by the Landlords.

### **2. Exemptions**

Applications for any consent by the Organisers must be in writing and must set out full details of the matters for which consent is sought. Exemptions from any Regulation may be granted at the Organisers' discretion. No exemption given by the Organisers will be effective unless it is in writing.

### **3. Alteration of space allotted**

The contract constitutes a licence to exhibit and not a tenancy. The Organisers reserve the right at any time and from time to time to make such alterations in the ground plan of the Exhibition as may in their opinion be necessary in the best interests of the Exhibition to alter the shape, size or position of the space allotted to the Exhibitor. No alteration to the space allotted will be made in such a way as to impose on the Exhibitor any greater liability for Service Charge than that undertaken in the Contract.

### **4. Sub-Letting**

The Exhibitor shall not assign the Contract, sub-let or part with his site or stand or any portion with it without prior written consent from the Organisers. Other than as permitted by Regulations 2.4. and 2.5 of Part 1 of these regulations no name other than that of the Exhibitor may be displayed on the site, stand or exhibitor listing, nor may any literature in respect of goods other than those of the Exhibitor be displayed or distributed without the written consent of the Organisers.

### **5. Conduct of Exhibitors**

**5.1** Every Exhibitor shall ensure that their stand is open to view and staffed by competent representatives during Exhibition hours. In the event of any Exhibitor failing to open their stand or uncover their Exhibits the Organisers may do so or may arrange for the stand and exhibits to be removed and the Exhibitor shall be liable for any losses, including for any charges that may be incurred. The Organisers will not be liable for any losses, including consequential losses, sustained by the Exhibitor as a result of this action.

**5.2** Every Exhibitor, and all persons for whom they may be considered responsible in any way whatsoever, must not take part in any canvassing or leafleting (save with the prior written consent of the Organiser) or any petitioning, demonstrations, objectionable behaviour or any activity which may disrupt the Exhibition.

**5.3** The Exhibitor must conduct their business only from their own stand and must not under any circumstances canvass amongst Exhibitors or visitors to the Exhibition. All efforts to advertise, promote sales and operate exhibits must be conducted so as not to cause annoyance or inconvenience to other Exhibitors and visitors.

**5.4** Solicitations (in person or by any sound process) above the ordinary speaking tone of voice are prohibited without the written consent of the Organisers.

**5.5** In accordance with the Health Act 2006 smoking is prohibited throughout the Exhibition Venue. The Exhibition will implement a smoke free policy during all stages of build-up, open period and breakdown.

## **6. Tickets and Passes**

The Organisers will issue official tickets of admission and no other form of admission ticket will be valid. No Exhibitor will be admitted to the Exhibition without producing to the gate an official Exhibitors' pass issued to them by the Organisers. In the event of such a pass being transferred or otherwise disposed of, it will be immediately forfeited, and no further pass will be issued in its place. The Organisers reserve the right at their discretion to withdraw the pass issued to any person if complaints have been received concerning their conduct. The number of free passes issued to an Exhibitor is at the discretion of the Organisers.

## **7. Damage to Buildings**

The Exhibitor shall not cause or permit any damage to the Exhibition buildings or any part thereof or to any of the fixtures and fittings therein not the property of the Exhibitor and shall not alter or interfere with the structure of the Exhibition buildings. Any Exhibitor in breach of the Regulations shall indemnify the Organisers in respect of any claim for which the Organisers shall be liable to any third party.

## **8. Insurance**

**8.1** Third Party Claims: The exhibitor is responsible for all claims, actions and costs for the personal injury and loss of or damage to property caused by or arising from the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or the construction and dismantling periods, caused directly or indirectly by the Exhibitor or any contractor, subcontractor, licensee or invitee of his or the act, omission or neglect of or by any such person or by any exhibit machinery or any other article belonging to, or in the possession of, or used by, the Exhibitor. The Exhibitor will indemnify the Organiser in respect of each and every claim, and all actions, proceedings, costs and demands in respect thereof. The Exhibitor must take out and maintain Public Liability Insurance providing a minimum indemnity of £2m or local currency equivalent for the duration of the Exhibition including the construction and dismantling periods.

**8.2** The Organisers shall not be responsible for loss of or damage to exhibits or other property in the custody of the Exhibitor, their invitees or licensees howsoever caused. The

Exhibitor must take out and maintain adequate insurance in respect of all such claims.

**8.3** Loss of Expenses. Exhibitors must insure against costs and expenses which they may incur in the event of the Exhibition being abandoned, cancelled, postponed, or curtailed in whole or part for causes outside the Organisers' control, since the Organisers accept no responsibility in such an eventuality.

**8.4** It is the contracted Exhibitor's responsibility to ensure that any stand sharers have adequate Public Liability insurance cover of their own, otherwise the contracted Exhibitor will be held responsible for any claims relating to the stand sharers. We would suggest that Exhibitors request their stand sharers to each have the same level of Public Liability cover as the Organisers request contracted Exhibitors to have, namely a minimum indemnity of £2m. NB – Proof of this may be requested at any time whilst onsite.

**8.5** Stand sharers can arrange their own insurance. If stand sharers organise or have their own insurance, Exhibitors should ask their stand sharer to check that their Public Liability covers them at the Exhibition and not just at their own premises.

## **9. Fire Risk and Safety**

**9.1** An Exhibition stand is a workplace in itself and the Exhibitor is responsible for Health and Safety of that workplace during the construction, use and dismantling of the stand. The Exhibitor thus has a legal duty of care for anyone on or near the stand who may be affected by the actions or omissions of the stand contractors or exhibiting staff.

**9.2** The Exhibitor shall do nothing to jeopardise the current insurance policies or the licences of the Landlords or the Organisers and the Exhibitor shall in all cases comply with any requirements of the Authorities. Exhibitors who do or omit to do anything which renders the Organisers or the Landlords current insurance policy liable for premium loading are responsible for the extra premium payable. An Exhibitor in breach of any of the provisions of this Regulation 9 will indemnify the Organisers in respect thereof.

**9.3** Fireproofing. All display materials must be fire resisting or treated to be fire resisting to the current and relevant British standard and must be installed to the Regulations relevant to the Exhibition Venue and Authorities, and the Organisers' satisfaction.

**9.4** Dangerous Substances and Naked Lights/Flames Explosive, radioactive, highly inflammable or other dangerous substances may not be exhibited or brought into the Exhibition nor may naked lights or lamps be used during the period of the Exhibition or the periods of fitting up and dismantling, without the prior written consent of the Organisers. Under the COSHH Regulations (Control of Substances Hazardous to Health) Exhibition stands are considered to be a workplace. If practicable COSHH regulated products should not be used. When COSHH regulated substances are used the Exhibitor should ensure that a COSHH assessment has been carried out prior to attendance at the Exhibition and that the substances are correctly handled, stored and used to avoid the risk of accident or injury to Exhibitors, demonstrators, visitors or any other person on the premises.

**9.5** Laser equipment may not be used or exhibited without the written consent of the Organisers.

**9.6** The use of LPG is strictly controlled and may be prohibited. Exhibitors wishing to use LPG to demonstrate products must apply for written consent at least six weeks prior to the

Exhibition.

**9.7 Water Features.** Strict regulations govern the use of water features. Exhibitors wishing to position a water feature on their stand must apply for written consent at least six weeks prior to the Exhibition. The consent is subject to the approval of the Authorities and the Organisers reserve the right to pass on to the Exhibitor any inspection fees charged in connection with this.

**10. Gangways.** The Exhibitor shall not encroach on the gangways in front of their stand and shall ensure that they are kept free from obstruction during the whole time the building is open for the purpose of the Exhibition.

## **11 Operating Machinery or Exhibits**

**11.1** Moving machinery or equipment shall at the expense of the Exhibitor be installed and protected to the satisfaction of the Organisers, Landlords and the Authorities. If such machinery or equipment shall, in the opinion of the Organisers, be too noisy or cause any annoyance to other Exhibitors or to visitors, it shall be switched off on request from the Organisers.

**11.2** Machinery for sale within the EC must by law comply with the EC Machinery Directive 89/392 (with amendments 1 & 2) and must carry the designatory "CE" mark. Article 2 of this Directive states that machinery displayed at a Trade Fair, Exhibition, Demonstration etc., need not comply with the machinery directive, but must carry visible notification that the machinery does not comply with the Directive, and is not for sale until it has been brought into compliance by the Manufacturer, or the authorised representative established in the community. Further to this Annex 11B of the Directive requires the Manufacturer, or his representative, to declare that it is intended that features are to be added to the machine to enable it to comply with the directive. The responsibility for compliance with the requirements of the Machinery Directive lies totally with the stand holding company, any transgression from these regulations that come to the attention of the Organisers or relevant authority will result in the immediate removal of the offending machinery from the Exhibition at the stand holder's expense, as under part 1 section 2 of these regulations.

**11.3** Safety devices may be removed only when machines are not in operation and isolated from the source of motive power and only for the purpose of showing a visitor that the design and construction of the uncovered part or parts. In such cases however, the safety devices which are removed must be placed immediately beside the machine.

## **12. Direction Signs**

The Organisers reserve the right to affix stand numbers or direction signs on any stand in any position.

## **13. Audio-Visual Equipment and Demonstrations**

Audio-Visual Equipment or amplifiers may not be used without the written consent of the Organisers. Where such consent is granted any equipment used and seating arrangements made must be in accordance with the requirements of the Landlord and of the Authorities and will be subject to a final inspection on site to agree noise levels. Any presentation/demonstration likely to interest groups of 10 or more people must be located towards the centre of the stand and clearly shown on stand drawings. If any presentation/demonstration causes obstruction within the gangway and/or excess noise or nuisance to any other Exhibitor, the Organisers reserve the right to cancel the presentation/demonstration or restrict the frequency. All exhibits must comply with the requirements of the Noise at Work Regulations 1989 including assessment and control of

noise levels as required by the regulations.

#### **14. Competitions**

No competitions or the like may be held without the written consent of the Organisers.

#### **15. Official Catalogue**

An official catalogue will be issued. The Organisers do not accept any responsibility for any omissions, misquotations or other errors which may occur in the competition of the catalogue.

#### **16. Stand Cleaning**

The Exhibitor is responsible to the Organisers for seeing that the stand is maintained in a clean and tidy state throughout the period of the Exhibition. The Exhibitor may not carry out his own stand cleaning and accordingly such stand cleaning will be carried out by the Official Stand Cleaning Contractor appointed by the Organisers.

#### **17. Catering**

All articles for human consumption within the Exhibition premises or dispensed or given away therein must have written approval or have been obtained from the Official Caterers to the Exhibition Venue.

#### **18. Photographs**

Stands or articles may not be photographed, drawn, copied or reproduced without the written permission of the Organisers. The Organisers reserve the right to take photographs, films, videos, or other recordings of Exhibitors' stands, their representatives and their products, displayed at the Exhibition for the purposes of the Exhibition and future Exhibitions.

#### **19. Force Majeure**

**19.1** If the Exhibition is abandoned, cancelled, deferred, or suspended by reason of war, fire, terrorism, national emergency, labour dispute, strike, lock out, civil disturbance, quarantines or restrictions in movement caused by communicable diseases, inevitable accident, national or court mourning, the non-availability of the Exhibition Venue or any other cause real or threatened not within the control of the Organisers, whether ejusdem generis or not, the Organisers may at their entire discretion repay the Service Charge paid by the Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such charge, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as a result of the happening of any such event. Exhibitors are reminded of their obligation to obtain adequate insurance pursuant to clause 8.3.

**19.2** If by reason of any Force Majeure Event the Exhibitor is unable to proceed with the Exhibition in circumstances where the Organiser is ready, willing and able to allow the Exhibition to proceed, then the Organiser shall be entitled to retain all monies paid to them in accordance with clause 4 prior to the date of any such cancellation and to seek immediate payment of all monies remaining due to the Organiser in respect of the sums payable in accordance with Clause 4.

#### **20. Organisers' Right to Terminate Contract**

If any Exhibitor shall during the period for which the Licence is hereby granted fail to observe or perform any of the provisions of the Contract the Organisers shall have the right to

terminate the Contract forthwith by notice in writing to such an Exhibitor. In such an event the exhibits of such Exhibitor shall be removed from the Exhibition premises at a time to be stated by the Organisers and thereafter such Exhibitor shall not be entitled to access thereto or to the Exhibition. The Organisers shall be entitled, if necessary, to remove and despatch the said exhibits and property (at the risk and expense of the Exhibitor/s) to the address of the Exhibitor stated on the Contract. All Service Charge paid by the Exhibitor shall be forfeited to and retained by the Organisers and the Exhibitor shall indemnify the Organisers in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred as the result of such failure.

### **21. Organisers' Right to Cancel Exhibition**

The Organisers shall have the right at all times to abandon, cancel or suspend the Exhibition in whole or part in the event that there is likely to be insufficient exhibitor participation in and support for the Exhibition, the likelihood of such insufficiency to be determined by the Organiser whose decision shall be final. In the event of such an abandonment, cancellation or suspension, the Exhibitor shall be entitled to receive repayment of all Service Charge paid, but the Organiser shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of the event.

### **22. Failure of Services**

The Organisers will use their best endeavours to ensure the supply of the services of the Landlords and those mentioned in the Exhibitor's Manual, but they shall not incur any liability to an Exhibitor for any loss or damage, if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of capital due or paid.

### **23. Bankruptcy or Liquidation**

Should an Exhibitor being an individual firm become bankrupt have a receiving Order made against him or make any arrangements with his or their creditors, or being a limited company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have an administrative receiver appointed, or an administrative order is made against the Exhibitor or its assets or the Exhibitor enters into any arrangement with its creditors or is unable to pay its debts as they become due the Contract with such Exhibitor shall terminate forthwith save that all Service Charge paid shall be forfeited and the balance of the Service Charge shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Organisers against the Exhibitor in respect of any antecedent breach.

### **24. Copyrights and Patents**

**24.1** The Organisers will not be liable for any loss or damage the exhibitor may sustain in respect of the infringement of any of his copyrights or patents arising out of his participation in the Exhibition. The Exhibitor is strongly advised to make formal application for the grant or the registration of a design, as the case may be, not later than six months after the opening of the Exhibition.

**24.2** Exhibitors shall not display exhibits or other materials which infringe the patents, copyright or other intellectual property rights of another exhibitor or third party. The Organisers reserve the right to assist the relevant authorities to take appropriate action against infringers.

### **25. Rights of the Organisers and Landlords**

The Organisers and the Landlords and those authorised by them respectively have the right to enter the Exhibition Venue at any time to execute works, repairs and alterations and any other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused. The Organisers may at any time in the interest of the good management of the Exhibition, impose such further regulations of general application as they may, in their absolute discretion, think fit.

## **26. Interpretation of Regulations**

**26.1** In the event of any dispute as to the interpretation of these Regulations as a result of their translation into a foreign language, the English version shall be taken as authentic.

**26.2** The Contract represents the entire agreement between the Exhibitor and the Organisers to take space at the Exhibition and other Value Added Services and supersedes all promises and statements between the parties other than those expressly incorporated into the Contract. In addition, the Exhibitor acknowledges that he has not entered into the Contract in reliance upon any representation, warranty or undertaking which is not expressly set out or referred to in this Contract. This does not exclude liability for fraudulent misrepresentation.

**26.3** These Regulations shall apply to all contracts and shall override any terms submitted by the Exhibitor which shall have no legal effect.

**26.4** These Regulations shall only be varied with prior written agreement of the Organiser.

## **27. Disputes**

The proper law of Contract shall be English Law and all disputes as to the construction of application of these Regulations or the rights and liabilities of any person hereunder shall be determined by English Law.

## **28. General Lien and Power of Sale**

All exhibits are subject to a general lien in favour of the Organisers for all sums, whether for unpaid service charge or otherwise, due from an Exhibitor to the Organisers. The Organisers shall give written notice to the Exhibitor in the event of exercising their lien whereupon the Exhibitor shall not remove any exhibits from the Exhibition Venue and the Organisers shall be entitled to take and retain possession of the same. If within seven days of such notice the Exhibitor shall not have paid all sums due and owing as aforesaid the Organisers may at any time thereafter sell the exhibits or any part of them and shall apply the proceeds of such sale in payment:

- i. of all costs of removal and storage of the exhibits;
- i. of all costs of the sale, and
- i. of all sums due to the aforesaid and the balance (if any) of such proceeds shall be paid to the Exhibitor. The exercise of such power of sale shall be without prejudice to the Organisers' right to sue for and recover any balance which may remain outstanding and due after such sale.

## **29. Public Performance**

If Exhibitors propose to use audio and/or audio visual equipment to play sound or audio visual recordings and/or relay television transmissions, whether by means of TV, video, record, CDs, cassettes or other electronic means, or if Exhibitors propose to provide live performances, it is the Exhibitors responsibility to obtain all appropriate licences including from (but not limited to) the Performing Right Society Ltd 29-33 Berners Street, London W1T

3AB (telephone 020 7580 5544) and Phonographic Performance Ltd of 1 Upper James Street, London, W1F 9DE (telephone 020 7534 1000) at the Exhibitor's own expense.

### **30. Internet Connection Policy**

**30.1** The Policy regulates the use of computer technology by Exhibitors to connect to the internet at the Exhibition. It is intended to ensure the smooth operation of computer technology and internet access for the benefit of all Exhibitors free from any damage that may otherwise be caused by the use of technology without proper care and attention.

**30.2** This Policy applies to any form of computer, whether PC, laptop, server or PDA or any similar device ("Computers") which is provided by the Exhibitor (or any third party) and connected by wired or wireless means to the network(s) of the Organiser or any of its contractors at the Exhibition ("the Network").

**30.3** Exhibitors shall use their best endeavours to prevent any unauthorised access to the Network and to ensure that the Computers do not introduce any computer bugs, computer viruses, worms, Trojan horses, software bombs or any similar items or software into the Network.

**30.4** All computers must have one of the latest commercially available versions of anti-virus and firewall software correctly installed and configured. This software must be kept up to date for the duration of the Exhibition.

**30.5** Exhibitors shall not operate or attempt to operate their own wireless network at the Exhibition. Exhibitors shall only use the Organisers' (or its official contractors') wireless network.

**30.6** The Organisers reserve the right to make random visits to Exhibitors' stands to seek confirmation that Exhibitors are in compliance with this policy.

**30.7** In the event that on investigation it becomes clear that the latest version of antivirus and/or firewall software is not installed and being used or there is some other failure to comply with the Policy, the Organisers reserve the right to disconnect any or all Computers from the network and disable any wireless networks that do not comply with the Policy.

**30.8** In the event of such disconnection it is the responsibility of the Exhibitor to ensure that a current version of anti-virus and/or firewall software is installed or any other failure to comply with the Policy is remedied. Only once this remedial action has been taken to the satisfaction of the Organiser will the Exhibitor then be allowed re-connection to the Network.

**30.9** Internet connection via the Network, if provided at the Exhibition, is for Exhibitors to use entirely at their own risk and the Organisers shall not be liable for any loss, damage or liability (whether direct, indirect, special or consequential including, without limitation, loss of profits, business interruption, loss of programs or other data) which may result.

**30.10** The Exhibitor shall indemnify the Organiser for any loss or damage costs or expenses suffered by the Organiser, other Exhibitors or other attendees at the Exhibition as a result of the Exhibitor failing to comply with this internet connection policy.

### **31. Privacy Policy**

By signing the Contract to Exhibit the Exhibitor is consenting, under all relevant data protection legislation, to the Organiser communicating with Exhibitors by telephone, fax, email and by post and using its personal information for the following purposes, namely: for the Organisers' internal purposes which will include accounts processing, internal analysis of

Exhibitors, inviting Exhibitors to other events organised by the Organiser or its group, disclosure of information to Contractors who provide services in respect of the Exhibition (including but not limited to shell scheme, security, registration, cleaning and freight contractors, caterers and electricians), disclosure to direct mailing contractors and disclosure or transfer of Exhibitor's personal data to members of the Organiser's group worldwide to allow the group to further develop its business and its services to Exhibitors. The Organiser may also pass Exhibitor details to third parties who provide goods and services likely to be of interest to Exhibitors. Please contact the Organiser at [cheryl.murdoch@adbioresources.org](mailto:cheryl.murdoch@adbioresources.org) if you do not wish your personal information to be used in any of the ways above.