

Contract to Exhibit

London **EDGE** tick box

London **CENTRAL** tick box

The **LEDGE** tick box

PERIOD: **5TH - 7TH FEBRUARY 2012** VENUE: **THE NATIONAL HALL, OLYMPIA, LONDON W14.**

WE WOULD LIKE TO EXHIBIT AT... (PLEASE TICK RELEVANT BOX ABOVE)

DATES: **SUNDAY 5TH 10 – 6PM MONDAY 6TH 10- 6PM TUESDAY 7TH 10– 4PM** (PERIOD) (HOURS)

Please return a.s.a.p to: LONDONEDGE LTD. The Willows, Oak Road, Pebmarsh, near Halstead, Essex. C09 2QD
Tel: +44 (0) 116 289 8249 Fax: +44 (0) 1787 269192 Email: jackie.farr@londonedge.com
PLEASE MAKE ALL CHEQUES PAYABLE TO: LONDONEDGE LTD

Company: (Exhibitor)

Trade Name:

Address:

Postcode: Country:

Tel: Email:

Mobile: Facebook: twitter

Fax: Website:

Contact: Position:

Request (stand) no. Shell Scheme: Space Only M x M = Total Size m2

Stand Price: £267/m2+ vat Shell Scheme £255/m2+vat Space Only

The LEDGE E-Z Up Space: Total number E-Z Ups: £800/3mx3m+vat **Branded E-Z Up Space**
(Multiple booking disc apply)

Total amount payable (incl. VAT) VAT @ Standard UK% Rate £

25% by return £

25% by **31st October 2011** £

Remaining 50% by **5th December 2011** £

Brief Description of the products you intend to exhibit:

WE, THE UNDERSIGNED, HEREBY APPLY TO LONDONEDGE LIMITED FOR ALLOCATION OF THE ABOVE STAND AT THE ABOVE EXHIBITION SUBJECT TO LONDONEDGE'S TERMS AND CONDITIONS FOR EXHIBITORS

Marketing Package Information: We're upgrading the marketing opportunities via our websites. Our websites have huge monthly hits and are a powerful marketing tool within your market. Your real time trade show listing will be directly linked with your own online trade show page, including detailed information about your company. This can be linked directly to your email addresses & website. Only exhibitors to the real time trade shows have the opportunity to benefit from this offer up until 7/2/12 at an additional £100+vat. IF YOU DO NOT wish to take advantage of this opportunity please tick this box.
(Detailed information enclosed or available from info@londonedge.com) (tick box)

Name:

Please enter your VAT Number: (EEC Only)

Position:

Signed: Date

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Terms & Conditions

1. DEFINITIONS

- The following terms shall have the following meanings:
- 1.1. **"Commencement"** means the date of commencement of the Exhibition
 - 1.2. **"Contract"** means the Contract Form incorporating, in their entirety, the Terms, the regulations and procedures contained in the Handbook and the details contained in Londonedge's form of acknowledgement.
 - 1.3. **"Contract Form"** means Londonedge's standard form of Contract to Exhibit, completed by the Exhibitor, for the purpose of hiring a Stand or Stands from Londonedge
 - 1.4. **"Exhibition"** means the Exhibition selected by the Exhibitor on the Contract Form
 - 1.5. **"Exhibitor"** means the person, firm or company referred to in the Contract Form as the Exhibitor who wishes to hire the Stand from Londonedge
 - 1.6. **"Exhibits"** means the items displayed for sale or otherwise by the Exhibitor on the Stand or Stands
 - 1.7. **"Handbook"** means Londonedge's exhibition handbook containing its regulations and procedures for Exhibitions
 - 1.8. **"Hours"** means the opening and closing hours referred to in the Contract Form
 - 1.9. **"Londonedge"** means The Londonedge Limited whose registered office is at Hazel Drive, Leicester, LE3 2JE
 - 1.10. **"Period"** means the Period referred to in the Contract Form
 - 1.11. **"Price"** means the Exhibitor's price specified in writing to the Exhibitor for hire of the Stand by the Exhibitor for the Period
 - 1.12. **"Stand"** means the exhibition stand referred to in the Contract Form including any structure supplied by Londonedge (if any) thereon to be allotted to the exhibitor by Londonedge at the Exhibition.
 - 1.13. **"Terms"** means these Terms and Conditions for Exhibitors

2. INTRODUCTION

Lonedgedge is in the business of arranging and organising exhibitions. The Exhibitor wishes to hire exhibition stand space from Londonedge, in accordance with these Terms, at the Exhibition. Subject to the terms and conditions of the Contract, Londonedge has agreed to hire to the Exhibitor the Stand for the Period.

3. Acceptance and incorporation of the Terms
- 3.1. The Exhibitor's application for a Stand shall be effective only if made in writing on Londonedge's standard Contract Form.
- 3.2. The completion and signing of the Contract Form by the Exhibitor shall constitute an offer to hire the Stand from Londonedge. If Londonedge decides to accept such offer it shall do so by sending to the Exhibitor Londonedge's written acceptance of the offer and a Contract shall be made forthwith between Londonedge and the Exhibitor on such written acceptance but not before.
- 3.3. The terms of the Contract, as laid out in clause 1.2 above, shall apply to the exclusion of all of the Exhibitors terms and conditions and all other (to the extent permitted by the law) terms, conditions warranties and representations, express or implied, statutory or otherwise.
- 3.4. No variation to the Terms shall be effective unless agreed, in writing, by Londonedge.

4. OBLIGATIONS OF LONDEDGE

In consideration for the Price, Londonedge agrees:

- 4.1. To allot to the Exhibitor the Stand between the Hours for the Period at the Exhibition.
- 4.2. To supply the Exhibitor with valid passes for entrance to the Exhibition subject to the following:
 - 4.2.1. the Exhibitor shall apply to Londonedge for such passes as the Exhibitor shall require,
 - 4.2.2. the Exhibitor will issue the passes only to its bona fide employees, servants and/or agents, the details of whom the Exhibitor will supply to Londonedge,
 - 4.2.3. the Exhibitor will indemnify Londonedge in respect of any and all claims which may arise in connection with any loss, damage or injury sustained or allegedly sustained by the pass holders while they are exercising such rights of entry or attendance at the Exhibition,
 - 4.2.4. Londonedge reserves the right at its absolute discretion to either temporarily or wholly revoke or withdraw any or all of the said passes. The Exhibitor shall not make any claim for compensation, costs or damages of any kind whatsoever against Londonedge arising out of such revocation.
- 4.3. Without prejudice to the provisions of paragraph 5.8 below to provide a waste disposal service at no cost to the Exhibitor.

5. EXHIBITOR'S OBLIGATIONS

The Exhibitor agrees:

- 5.1. to pay the Price by the instalments specified on the Contract Form on or before the dates they become due,
- 5.2. to occupy the whole of the Stand and to attractively lay out its Exhibits on the Stand for all of the Hours and for the whole of the Period,
- 5.3. (except where the stand contains any structure supplied by Londonedge) to display prominently and affix to the Stand, for all of the Hours and for the whole of the Period, the Exhibitor's name or trade name,
- 5.4. To warrant that the Exhibitor has obtained all appropriate authorities and rights to use the said name and/or trade name and agrees to indemnify Londonedge in respect of any action or claim arising out of the use of such name or trade name,
- 5.5. not to damage or alter the Stand and/or any structure supplied by Londonedge by any act or omission of the Exhibitor its employees, servants and/or agents. In the event of such damage or alteration the Exhibitor undertakes to fund the restoration of the Stand to its former condition,
- 5.6. To abide by the rules and regulations set out in the Handbook and in any other written instructions from Londonedge to the Exhibitor. No variation or waiver of any of the rules, regulation or instructions (together called "the Rules") shall be effective unless agreed in writing by Londonedge. Londonedge reserves the right to change, delete or add to the Rules as, in its absolute discretion, it thinks fit.
- 5.7. to be acquainted fully with all legal powers, by-laws, codes of practice and conditions for the time being in force and all recommendations issued by relevant authorities which are in any way relevant to the Exhibition and to comply with them in so far as they affect the Exhibitors part in the Exhibition.
- 5.8. To keep the Stand clean and in good order at all times and to place all rubbish from the Stand accessible to the waste disposal collection service (referred to in clause 4.3 above).
- 5.9. To consent to photographs being taken of the Stand, the Exhibitor and the Exhibitor's employees whilst at the Exhibition and to the future use of any resulting photographs by Londonedge.
6. Conduct
- 6.1. The Exhibitor shall ensure the good conduct of its employees, servants and agents at the Exhibition.
- 6.2. Without prejudice to the generality of the foregoing clause, Londonedge shall have the right (without prejudice to the Exhibitors obligations under paragraph 5 above) to refuse admission, or require the removal from the Exhibition, of any director, employee, servant or agent of the Exhibitor (and such person shall be so removed forthwith by the Exhibitor) if such person, in the absolute discretion of Londonedge, is not conducive to the good of the Exhibition or is drunk, disorderly or under the influence of drugs.
- 6.3. The Exhibitor will indemnify Londonedge against all actions, costs, claims, and demands made against Londonedge arising out of or in connection with the actions or defaults of such persons referred to in clause 6.2 above at the Exhibition.

7. LEGALITY

- 7.1. The Exhibitor shall ensure that all exhibits, articles, goods, services, advertisements signs and any other materials ("the Products"), exhibited or sold or otherwise traded by him at the Exhibition, comply with the law for the time being in force and does not infringe any copyright, design right, patent or other right of any kind. Londonedge shall have the right (in its sole discretion without prejudice to the Exhibitor's obligations in these Terms) to remove or require the removal from the exhibitions of any products.
- 7.2. The Exhibitor shall not make any claim for compensation, costs or damages of any kind whatsoever against Londonedge arising out of or in any way whatsoever connected with the Exhibitor's need to comply with or the removal of Products pursuant to the provisions of clause 7.1 above.

8. INDEMNITY

The Exhibitor will indemnify Londonedge against all damage to the Stand and any adjoining stands and against all actions, costs, charges, claims demands made at any time against Londonedge or for which it may become liable:

- 8.1. in consequence of the actions, omissions, defaults or negligence of any kind whatsoever of the Exhibitor or of any director, employee, servant or agent of the Exhibitor at or in connection with the Exhibition, and
- 8.2. in connection with any breach or alleged breach of any intellectual property right belonging to any third party arising out of any exhibits, articles, goods, services, advertisements signs and any other materials brought to the Exhibition by or on behalf of the Exhibitor, and
- 8.3. accidents, damage or injuries (whether to the Exhibitor's, Londonedge's or third parties or their property) arising out of or in connection with the Exhibitors use and occupation of the Stand.

9. INSURANCE

The Exhibitor shall put into effect and maintain at his own cost a comprehensive insurance policy with an insurer of repute in the UK in regard to all exhibits, goods, articles, chattels and other materials belonging to the Exhibitor, his employees, servants and/or agents and in regard to third party and public

liability cover (being not less than £1,000,000) in respect of the Exhibitor's occupation of the Stand and to produce a certificate of insurance to this effect on request by Londonedge.

10. ADVERTISEMENTS

- 10.1. The Exhibitor shall not display or cause to be displayed on or around the Stand or otherwise at the Exhibition any advertisement, sign, poster, trade placard and/or material which relates to gambling or betting or, in the opinion of Londonedge, is of an Offensive nature ("Offensive Material").
- 10.2. If at any time before or during the continuance of the Exhibition any competent authority lawfully requires Londonedge to remove from the Exhibition any advertisement, sign, poster, trade placard and/or material ("Unlawful Material") brought to the Exhibition by or on behalf of the Exhibitor or in connection in any way with the Exhibitor's appearance at the Exhibition,
- 10.3. Such Offensive Material and/or Unlawful Material shall be removed forthwith by the Exhibitor at his own expense when called upon to do so by Londonedge.
- 10.4. In any case of the Exhibitor's failure so to remove the Offensive Material and/or the Unlawful Material when called upon by Londonedge, Londonedge may do so and the cost in that regard shall forthwith be paid by the Exhibitor to Londonedge.
- 10.5. The Exhibitor shall not make any claim for compensation, costs or damages of any kind whatsoever against Londonedge arising out of the removal of Offensive Material or Unlawful Material pursuant to the provisions of clauses 10.1, 10.2, 10.3 and/or 10.4 above.

11. DETAILS OF STAND

- 11.1. Londonedge shall determine the position of the Stand and, in its absolute discretion, shall be free to alter, modify or re-arrange the position and/or the location of the Stand at any time provided that the appropriate allowance against the Price shall be made if the Stand becomes smaller than specified in the Contract.
- 11.2. Without prejudice to the provisions of clause 11.3 below the Exhibitor shall be entitled to reduce the area of the Stand subject to the following conditions:
 - 11.2.1. if the reduction is 50% or more of the area of the Stand Londonedge may treat the reduction as a termination of the Contract and the provisions of clauses 13.2 and 13.3 below shall apply,
 - 11.2.2. the Price will be reduced by the same proportion as the reduction in area represents to the original area of the Stand,
 - 11.2.3. the area by which the Stand has been reduced shall be treated as a termination of a stand of that area and the provision of clauses 13.2 and 13.3 below shall apply to that amount of space.
- 11.3. Londonedge shall not be obliged to accept a reduction of space as aforesaid if such purported reduction is not received by Londonedge 2 months or more before Commencement.

12. INSTALLATION OF EXHIBITS AND OTHER EQUIPMENT

- 12.1. No electrical work may be carried out at the Exhibition by or on behalf of the Exhibitor except with the written approval of Londonedge.
- 12.2. Without prejudice to clause 12.1 above, all electrical installations in connection with the Stand and/or the Exhibitors exhibits must be carried out by the official electrical contractors as listed in the Handbook.
- 12.3. The Exhibitor shall be responsible for all costs associated with such installations and shall settle accounts directly with the contractor.
- 12.4. Londonedge may require the removal of any Exhibit or device installed by or on behalf of the Exhibitor (and such Exhibit or device shall be removed forthwith by the Exhibitor) if, in Londonedge's absolute discretion, such Exhibit or device is a nuisance or danger or may become a nuisance or danger to other exhibitors or visitors to the Exhibition.
- 12.5. The Exhibitor shall ensure that:
 - 12.5.1. any visual aid equipment it uses at the Exhibition shall be sited so that viewers shall congregate within the borders of the Stand,
 - 12.5.2. all leads connected directly to any device or piece of equipment on the Stand shall be confined within the borders of the Stand.

13. TERMINATION

Without prejudice to the provisions of clause 13.4 below, the Exhibitor may terminate the Contract subject to the following conditions:

- 13.1. the Exhibitor must give written notice to Londonedge of its termination by recorded delivery,
- 13.2. the Exhibitor shall pay to Londonedge the following relevant proportion of the Price by way of liquidated damages;
 - 13.2.1. occurring more than 5 months before Commencement, termination 30%
 - 13.2.2. occurring more than 4 months before Commencement, termination 50%
 - 13.2.2.a occurring more than 3 months before Commencement, termination 75%
 - 13.2.3. occurring 2 months or less before Commencement, termination 100% such sum to become due and payable on the date of the written notice of termination and, save to the extent that the Exhibitor has already paid such sum to Londonedge in connection with the Contract, the payment shall accompany the written notice of termination and the termination shall not be effective until such sum has been paid as
- 13.3. Following termination as aforesaid Londonedge shall be at liberty to re-let the Stand but if it does so the Exhibitor shall still be liable to pay the appropriate sum referred to in clause 13.2 above.
- 13.4. Londonedge shall not be obliged to accept termination of the Contract if such purported termination is not received by Londonedge 2 months or more before Commencement.
- 13.5. Londonedge may in its sole discretion terminate the Contract immediately by giving written notice by fax or email to the Exhibitor if Londonedge believes the presence of the Exhibitor or the Exhibitor's products at the Exhibition will in any way damage or affect the goodwill of the Exhibition, the Londonedge name or Londonedge.

14. INSOLVENCY/BANKRUPTCY

If the Exhibitor becomes bankrupt or goes into insolvent, administration or receivership or if, in the opinion of Londonedge, the Exhibitor is otherwise insolvent, Londonedge may cancel the Contract by giving written notice to the Exhibitor and the Exhibitor shall be deemed to have itself cancelled the Contract and the provisions of clauses 13.2 and 13.3 shall apply.

15. FAILURE TO OCCUPY STAND

- 15.1. The Exhibitor hereby acknowledges that, if the Exhibitor is in breach of clauses 5.2 above, the goodwill of Londonedge and of the Exhibition will be damaged, by virtue of the open space that will be created
- 15.2. Further, on such breach the Exhibitor will be deemed to have cancelled the Contract unlawfully and Londonedge may re-hire the Stand.

16. FORCE MAJEURE

Lonedgedge shall not be liable for any default due to any act of God, war strike, lockout, industrial action, fire, flood, drought, tempest or other event of any kind beyond its reasonable control or in the event that it is prevented from holding the Exhibition in part or wholly for any reason whatsoever. Notwithstanding such default Londonedge shall be at liberty on giving written notice to the Exhibitor to determine the Contract forthwith and to be paid by the Exhibitor all sums due and owing by the Exhibitor under the Contract at the time of such determination and shall be entitled to retain for its own benefit any money already paid by way of deposit or otherwise by the Exhibitor.

17. GENERAL

- 17.1. The Contract shall be construed in accordance with English Law and any dispute regarding the Contract shall be subject to the exclusive jurisdiction of the English Courts.
- 17.2. The relationship between Londonedge and the Exhibitor is one of licence. The Exhibitor is not entitled to exclusive possession or occupation of the Stand. Londonedge shall have the right at all times to enter upon the Stand for the purpose of repair, maintenance or for any other purpose whatsoever in connection with the Contract.
- 17.3. Any notice to be served on either of the parties by the other shall be sent by pre-paid post or facsimile and shall be deemed to have been received by the addressee within 48 hours of posting or 12 hours if sent by facsimile to the correct address or number of the addressee.
- 17.4. The Exhibitor shall not assign the Contract nor sub-contract any part of its obligations under the Contract without the prior written consent of Londonedge.
- 17.5. The Contract constitutes the whole of the understanding between Londonedge and the Exhibitor unless amended or added to by Londonedge in writing on or after the date of the Contract.
- 17.6. The provisions of sub clause 5.4, 5.7, 6.3, 7.1, 8 and 17.1 shall continue in force after termination of the Contract.
- 17.7. Each clause and sub clause of the Terms shall be viewed as separate and divisible and if any of them shall be deemed to be invalid by competent authority the remainder of them or part thereof shall continue in full force and effect.
- 17.8. The headings in the Terms are for guidance only and form no part of the Contract.
- 17.9. If there at least three separate legitimate claims by third parties at any Exhibition that the Exhibitor is infringing the copyright or any other rights of third parties, Londonedge may in its sole discretion refuse to allow the Exhibitor to attend at further exhibitions and/or allow its Products to be distributed at such exhibitions until the exhibitor has established to Londonedge's satisfaction that it does not Exhibit or distribute infringing products.