



Exhibitor Agreement



EXHIBITOR AGREEMENT

THIS AGREEMENT dated as on the client signature at the end of the Agreement is made by and between:

- (a)** INPAS of First Floor 41 Roseheath Hemel Hempstead Hertfordshire HP1 2NG (the “Organiser”) and
- (b)** (the “Exhibitor)

RECITALS:

- 1) The Company administers Stoneleigh Park which it hires from time to time to third parties for exhibitions
- 2) The Organiser has hired the Venue for the Specified Purpose of a Trade Show for the leisure, play and attractions industry
- 3) The Exhibitor has rented Space to exhibit its products

IT IS AGREED AS FOLLOWS

1. Definitions

In this Agreement, the following words shall have the following meanings, unless the context requires otherwise.

Event	The event which the Organiser is staging – INPAS 2011 Expo & Trade Show
Event Period	The build and open period of the Event Monday 14 th – Wednesday 16 th March 2011
Force Majeure	Tempest, explosion of any kind, failure or neglect of any utility supplying electricity, gas or water, labour, strike, civil commotion war, fire, disease or any other event beyond the control of the Organiser or the Company other than a shortage of money or materials
Space	That part of the Venue hired for the duration of the Event to the Exhibitor either indoor or outdoor
Exhibitors Manual	The Organisers manual setting out the terms and conditions applicable to the use of Stoneleigh Park
Parties	The Organiser and the Company and the Exhibitor and “Party” shall be any of them
Tenancy Period	The period of hire as described
Terms and Conditions	The terms and conditions set out in this agreement and the Exhibitors manual

2. Agreement to Let

- 2.1 In consideration of the payment to the Organiser of the sums referred to in clause 4 of this Agreement, the Organiser grants to the Exhibitor a licence to occupy the Space as shown in Schedule A and on the floor plan Appendix A, for the duration of the Event Period, 12.00 hrs Monday 14th March 2011 – 21.00 hrs Wednesday 16th March 2011, for the purposes of displaying their products within the boundaries of the designated Space subject to the rights reserved by the Organiser or the Company or Government Inspectors or Emergency Services and subject to the Terms and Conditions in this Agreement and subject to the Exhibitors' Manual.
- 2.2 Notwithstanding clause 2.1 above, this agreement and its Terms and Conditions shall prevail and nothing in the Exhibitors' Manual shall override the same

3. The Organiser shall provide

- 3.1 Access to the Space area as per the Event schedule
- 3.2 Free parking for all Exhibitors' vehicles in designated areas
- 3.3 Identity badges for Exhibitors' staff
- 3.4 Additional outdoor space as agreed

4. Payment Terms

- 4.1 The exhibitor shall pay to the Organiser :
 - 4.1.1 in respect of the occupied Space as shown in Schedule A the charges together with VAT as set out in Schedule A
- 4.2 If the Exhibitor fails to comply with the terms of payment the Organiser shall be entitled to cancel the booking, but the Exhibitor shall nevertheless remain liable for full payment of the charges. No admittance will be will be given to the licensed Space until the hire charges are paid in full
- 4.3 If at its own discretion the Organiser shall decide not to cancel the booking as described above, it shall so inform the Exhibitor in writing and the Exhibitor shall make a payment of interest on the outstanding charges at a rate of 3% above the base rate of the Bank of England from time to time, which shall be payable on demand
- 4.4 The Organiser shall raise a deposit invoice for the Exhibitor as shown in Schedule A. This invoice must be settled with the signed copies of the Agreement. The balance of the Agreement is to be paid not later than Monday 10th January 2011. If the Agreement is made after this date then all monies must accompany the Exhibitor agreement.
- 4.5 Any additional services provided by the Organiser during the exhibition shall be invoiced to the Exhibitor after the exhibition and the Exhibitor will make full payment within 7 days
- 4.6 No refunds of charges paid or due are applicable once the Parties have entered into this Agreement. The Exhibitor will be liable for the full fee quoted, plus any pre ordered services.
- 4.7 All charges are quoted exclusive of VAT
- 4.8 Any additional hours over and above those quoted will be charged at the rate of £650.00 per hour or part thereof. All additional hours are subject to availability and must be agreed in writing with the Organiser prior to the exhibition date



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4.9 The Organiser reserves the right to alter the positioning of allocated space and accepts no liability whatsoever for any consequences arising from such alteration. In the event of such occurrence, the Organiser will endeavour to give the Exhibitor at least 30 days notice of its intention to do so.

5. Terms and Conditions of Agreement

5.1 In these conditions, where any reference is made to any matter being subject to the approval of the Company this refers to the management of Stoneleigh Park, and where any reference is made to any matter being subject to the approval of the Organiser, such approval shall not relieve the Exhibitor of its own obligations of ensuring that in all respects the Exhibitor complies with its obligations hereunder and accepts full responsibility for all its action hereunder and indemnifies the Company and the Organiser in respect of any claims costs demands or other penalties which may be awarded against the Company or the Organiser arising out of the failure of the Exhibitor to comply with its obligations hereunder.

5.2 The Exhibitors manual includes all the regulations appertaining to the Company and the Organiser regulations appertaining to the holding of events at Stoneleigh Park.

5.3 This Agreement supersedes any previous terms and conditions agreed by the Parties in connection with the use of Space at this Event.

5 Obligations, acknowledgement, representation and warranty of the Exhibitor

5.1 The Exhibitor undertakes with the Organiser:

5.1.1 to use the Space only for the Specified Purposes;

5.1.2.1 not to use the Space or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the Organiser or the Company or the owner/occupier of any neighbouring property;

5.1.2.2 not to use the Space or any part of it for any activities which in the opinion of the Organiser or the Company may bring either the Organiser or the Company or the Royal Agricultural Society of England into disrepute nor use the Space or the venue for any unlawful purpose

5.1.3 not to do anything which might invalidate any insurance maintained by the Organiser or the Company in respect of the Event or which might increase the insurance premium payable in respect of the Event

5.1.4 to observe all Applicable Statutes:

5.1.5 at its own cost to comply with all requirements of the Health and Safety Executive and Local Authority in relation to any features of the Event which are especially unique to the Event:

5.1.6 to pay to the Organiser the cost of making good all damage, however so caused, to the venue and to pay any charges requested by the Company of the Organiser whilst the repair or reinstatement takes place.



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5.2 The Exhibitor shall inform the Organiser of the size of the outdoor exhibit and the method of anchorage and be responsible for arranging the electricity supply with the Event contractor

5.3 The Exhibitor shall ensure that all fire alarms, extinguishers, fire hydrants, sprinkler system valves, house telephones and sliding smoke doors, together with their control switches, be kept clear and accessible at all times.

5.4 The Exhibitor shall ensure compliance for the general duties under the Health & Safety at Work Act 1974 and the health and safety at work of its employees and all other persons who may be affected by their work whilst at the Event and also at its own cost comply with all requirements of the Health and Safety Executive and Local Authority in relation to any features of the exhibit that is unique to the exhibit. The Exhibitor shall ensure that the Exhibitor, its contractors and other representatives carry out a full risk assessment of the exhibit and shall inform the Organiser in writing of risks identified.

5.5 The Exhibitor shall be responsible for making arrangements to obtain public liability insurance for a minimum amount of £5.000.000 against any claims which may lie against the Organiser or the Company whilst using the Space and the Exhibitor shall indemnify the Organiser and the Company against all claims which may be made against the Organiser or the Company in respect of any such claims unless relating to personal injury or death caused by or arising out of the negligence of the Organiser or the Company or their servants or agents. In the event that any damage of any kind is caused to the Space or Venue by the Exhibitor, its employees, contractors or agents resulting in a claim being made by the Organiser or the Company to its insurers, the Exhibitor accepts that the Organiser's or the Company's insurers shall have the right to recover the amount of any such claim and the insurer's reasonable costs, from the Exhibitor

5.6 The Exhibitor, or an authorised representative with full power to act on behalf of the Exhibitor, shall at all times during the terms of this Agreement be available for consultation with the authorised representative of the Organiser

5.7 The Exhibitor shall not display or attach on or about the exterior or exterior of the venue any advertisement notice, decoration, flag or any device of any kind whatsoever, without the written permission of the Organiser.

5.8 The Exhibitor its employees, contractors or agents shall use only those car parks, entrances and exits as prescribed by the Organiser

5.9 The Exhibitor shall ensure that the Exhibitor, its employees, contractors or agents are familiar with and comply with the terms and conditions of this Agreement

5.10 The Exhibitor or its appointed representative shall be in attendance at its Space during the open hours of the Event. It is the Exhibitors responsibility to ensure the Space is handed over clear of any goods and contractors at the end of the Event. The Exhibitor will pay for each hour or part of an hour during which such parts of the venue continue to be occupied by the Exhibitor

5.11 The Exhibitor shall not park on or obstruct the access ways giving access to the venue or Stoneleigh Park



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5.12 The Exhibitor shall not make any alterations or attachments or additions to the Space without the prior written consent of the Organiser

5.13 The Exhibitor shall indemnify the Organiser in full in respect of all loss suffered by the Organiser or the Company (whether direct, indirect, special, consequential or otherwise) as a result of the breach of any provision of this Agreement by the Exhibitor

5.14 The Exhibitor shall comply with Environmental Law at all times. No substance or fluids shall be released on to the ground or into drains or water courses without authorisation from Stoneleigh Park staff.

5.15 The Exhibitor its employees, contractors or agents whilst on the premises of Stoneleigh Park will comply with the National No Smoking Legislation and all areas are no smoking. A provision for smokers will be made and must be adhered to.

5.16 The Exhibitor shall not sub let any part of the hired Space without the written permission of the Organiser

5.17 The Exhibitor shall ensure that all waste is removed from its Space and placed in the skip provided by the Organiser

6 Obligations of the Organiser

6.1 Where contractors or service providers are instructed by the Organiser on behalf of the Exhibitor, the Organiser will not be liable for any failure in the performance of these third parties

6.2 No deliveries will be accepted by the organiser prior to the Event. Any deliveries arriving prior to the commencement of the Event may be refused without referral

6.3 The Organiser will provide electrical contractors in accordance with the Company's procedures. The Exhibitor will arrange for its electrical requirement for its Space with the appointed contractor and will pay the cost of this supply to the contractor.

6.4 The cost of water usage to existing permanent facilities is covered but the costs connected with water installation shall be payable by the Exhibitor direct to the appointed Heating and Plumbing Contractor

6.5 The catering contractors for Stoneleigh Park are Aubrey Allen Ltd, 108 Warwick Street, Leamington Spa, Warwickshire CV32 4QP 02476 858319 or as otherwise advertised for the purpose. (the Catering Contractor) for all events

6.6 The Catering Contractor has the sole right to provide a full range of catering and bar facilities as appropriate to the Event for use by the Exhibitor as arranged by the Exhibitor.

6.7 Any Exhibitor who whose product involves the preparation of food for display or sampling will be required to complete the necessary forms and seek approval from the governing Authority



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7 Rights of the Organiser or Company

7.1 The Organiser or the Company reserves the right (without liability to the Exhibitor) to:

7.1.1 prevent access or to remove from the Venue any person or persons acting in a way which in the reasonable opinion of the Organiser or the Company may cause a breach of the peace or may be considered to be harmful, undesirable or offensive;

7.1.2 prevent access to or remove from the Venue any person who in the opinion of the Organiser or the Company or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the venue or poses a security risk or who infringes the terms of this Agreement

7.2 Where in the reasonable opinion of the Organiser or the Company any situation or action or event occurring during the Event on the part of the Exhibitor is in breach of the terms of this Agreement or may constitute a danger to public safety including the safety of persons present at the Event, the Organiser or the Company shall have the right to suspend or control in such a manner and to such extent as the Organiser or the Company may consider necessary in any such situation, action or event.

7.3 The Organiser or the Company and its agents, employees and contractors shall have the right of free access at any time during the Event.

7.4 The Organiser or the Company shall have the right at any time after the end of the Event at the cost of the Exhibitor to remove from the venue and to store all structures , goods, equipment, waste and other materials brought onto the venue by the Exhibitor or its contractors or its employees after the period of 24 hours after the end of the Event to treat ant such structured goods, equipment, waste or other materials regardless of the nature, state or condition as refuse and dispose of the same at the cost of the Exhibitor.

8 Termination

8.1 The Organiser shall be entitled to terminate, in writing, this Agreement forthwith in writing to the Exhibitor if the Exhibitor commits a material breach of this Agreement, which, in the case of a breach capable of remedy,

- shall not be remedied either within 14 days of the notice identifying the breach and requiring its remedy or the commencement of the licence whichever is the sooner, or,
- which occurs during the licence shall not have been remedied immediately

For the avoidance of doubt any monies due and payable under this Agreement (whether demanded or not) not having been paid on the due dates for payment, shall constitute a material breach

8.2 Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either party.

Date and initialled by Exhibitor.....



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9. Force Majeure

9.1 If by reason of force majeure, the Organiser is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under this Agreement then the Organiser shall forthwith ensure that the Exhibitor is aware of the occurrence of any such event and the Exhibitor shall be entitled at any time thereafter, so long as such cause still subsists, to cancel or suspend its agreement by notice in writing to the Organiser

9.2 In the event of cancellation or suspension pursuant to clause 9.1 the Organiser shall be under no liability to the Exhibitor for any loss which it may sustain in consequence of any such cancellation or suspension. The Exhibitor shall in the event of cancellation be under no liability to the Organiser in respect of its future obligations hereunder and in the event of suspension shall be relieved of all such obligations hereunder for the period of such suspension (but without prejudice to any rights by either party against the other in respect of any claim accrued hereunder down to the date of commencement of such cancellation or suspension).

9.3 In the event of cancellation or suspension of part or parts of the Organiser's obligations as aforesaid, the Organiser shall repay to the Exhibitor that part of the charges set out in Schedule A to this Agreement in respect of any period or periods affected by such cancellation or suspension apportioned on the basis which shall fairly and reasonably be attributable to the part or parts of the Organiser's obligations so suspended.

9.4 Notwithstanding this clause the Organiser also has the right to suspend, control or cancel the Event in the circumstances set out in clause 10.1 of this Agreement and any such circumstances shall be regarded as being matters outside the control of the Organiser for the purposes of this clause 9.4

10 Disputes

10.1 Every question, dispute or difference arising to the Parties hereto with reference to this Agreement or the rights, duties or liabilities of either party hereunder with regard to the construction of any of the contents of this Agreement or as to any act or thing to be done in pursuance thereof arising out of anything herein contained whether during the continuance of this Agreement or upon or after the determination thereof by effluxion of time or by any act of either party herein or otherwise shall be referred on the written request of either party to such person as the Parties agree in writing or, in default of agreement, nominated on the application of either party by the President for the time being of the Law Society of England and Wales.

10.2 Any person to whom a reference is made under sub-clause 10.1 above shall act as an expert and not as an arbitrator and may appoint such technical expert or experts as he considers necessary to assist him in determining the matter referred to him. The decision of the expert (which shall be given to him in writing stating the reasons for his decision) shall be final and binding on the Parties

10.3 Each party shall provide any expert with such information as he may reasonably require for the purposes of his determination; if either party claims any such information be confidential to it then, provided that in the opinion of the expert has properly claimed the information is confidential, the expert shall not disclose the information to the other party or any third party



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10.4 The costs of any expert (including the cost of any technical expert appointed by him) shall be borne in such proportions as the expert may determine to be fair and reasonable in all the circumstances or, if no such determination is made by the expert, by the parties in equal proportions.

11 Limitation of Liability

All warranties and conditions of the Organiser or the Company whether implied by statute or otherwise are excluded from this Agreement provided that nothing in this agreement shall restrict or exclude the Organiser’s or the Company’s liability for death or personal injury caused by the negligence of the Organiser or the Company, and the Organiser and the Company shall not be liable to the Exhibitor by reason of any representation (unless fraudulent), or implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses, or other claims for compensation whatsoever (whether caused by negligence of the Organiser or the Company, its employees, contractors or agents or otherwise) which arise out of or in connection with this Agreement and the entire liability of the Organiser or the Company under or in connection with this Agreement shall not exceed the charges set out in Schedule A of this Agreement.

12 Notices

12.1 Notice under this Agreement shall be deemed to be given when delivered by hand, when transmitted on receipt of a print out confirming due transmission is sent by electronic mail or facsimile, or 5 days after mailing if sent by mail, postage paid and addressed to the registered office of the relevant party

12.2 If a party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.

13 Assignment

This Agreement is personal to the Exhibitor and may not be assigned at law or in equity without the prior written consent of the Organiser

14 Jurisdiction

English Law shall govern this Agreement

15 Amendment

No amendment or variation to this Agreement shall take effect unless it is in writing, signed by authorised representatives of each of the Parties

16 Contracts (Rights of Third parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, save where this Agreement confers express rights on individuals or companies who are not party to this Agreement.



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Schedule A

These charges are for the hire of the Space shown below for the Period of the Event

Space –On floor plan (Appendix A) plus outdoor space

Hire Fee

Total

Payment :

Cancellation

In the event of cancellation by the Exhibitor of the whole or part of the hire of Space referred to above from the date of signature of this Agreement, the Exhibitor shall be responsible for the payment of all charges referred to in this Agreement and as such time as is prescribed in this Agreement.

Print off one full copy and then each page to be initialled and dated by the Exhibitor. Print off one extra copy of page 10. Send full copy, signed and dated, additional page 10, signed and dated and send with your deposit to INPAS Floor 41 Roseheath Hemel Hempstead HP1 2NG by return. On receipt the copies will be counter signed and the additional page 10 returned to complete the exchange.

Exhibitor

Signed by Dated

Print Name/Position relating to the event.....

For and behalf of Company

Organiser

Signed by Dated

Print

For and on behalf of INPAS

APPENDIX A – Floor Plan



Date and initialled by Exhibitor.....