

TERMS AND CONDITIONS

These are the Terms and Conditions of JobServe Events Ltd and any booking shall be subject to these Terms and Conditions.

1) Definitions

In these Conditions:

'Organiser' - means JobServe Events Ltd (a company registered in England and Wales under company number 2061470) whose registered office is at Tower Business Park, Kelvedon Road, Tiptree, Essex, CO5 0LX.

'Client' - means any person or persons firm or company (including his or her servants, contractors or agents) applying for and being allotted space at an exhibition, advertising, sponsorship or any other product or service offered by JobServe Events Ltd.

'Booking Form' – means a signed order on the Organiser's stand, advertising, sponsorship or other type of booking form.

'Contract' – means the contract entered into between the Organiser and the Client of which these terms and conditions form part.

'Venue' - means the site where the exhibition will be held.

'Advertisement' – means matter to be printed in or separately inserted in to the exhibition programme, JobServe magazine or any web link or entry on the Website.

'Website' – means the website operated by or on behalf of the Organiser for the exhibition.

'Shell Scheme' – means the materials of which stand walls are constructed.

'Space Only' – means an allocated stand space without Shell Scheme.

2) Duration of the Exhibition

The exhibition will be open to visitors on the dates detailed on the Stand Booking Form. The Organisers have the right to change the dates and/or opening times of the exhibition with notice given to the Client. Access to the Venue for build-up and break-down will be available at the times detailed in the Exhibition Manual provided prior to the exhibition. During the hours of opening, the client must ensure that stands are staffed at all times and open to all visitors. Clients will be provided with Exhibitor Badges which for security purposes and access must be worn for the full duration of the exhibition.

3) Allocation of Space

All applications for stand space shall be dealt with by the Organiser in the order in which they are received. The Organiser will endeavour to comply with requests for specific sites, but shall have absolute discretion to determine in every respect the allocation of space. The Organiser reserves the right to vary the layout of the exhibition in any respect and at any time.

4) Application for Space and Advertising

The placing of an order for space and/or for the insertion of an Advertisement by a Client shall amount to acceptance of these conditions. An order must be made on the Booking Form issued by the Organiser and signed by a director, partner or principal of the Client. The Organiser reserves the right to accept or refuse any application without stating the reason.

5) Payment

The Client shall pay the total cost of the booking, as detailed on the Booking Form, according to our payment terms as follows.

For exhibition stands, a non-refundable deposit of 25% to be paid within 28 days of receipt of the Booking Form and the balance due 90 days before the date of the exhibition. Late bookings will be subject to full payment within 28 days of the booking form unless the exhibition is due to take place within this period in which case the Client agrees to pay JobServe Events Ltd in full by return. Full payment must be received before the exhibition takes place in all cases. The Client shall not be permitted to occupy an exhibition stand until full payment is made. In the event of non-payment by the Client or of non-performance or non-observance by the Client of any of the conditions of this Contract, the Organisers shall be entitled to cancel the allocation and re-allocate the stand space without prejudice to the right of the Organiser to recover any monies due under this Contract or under any claim for damages by the Organiser.

For advertisements, a non-refundable deposit of 25% is to be paid within 28 days of receipt of the Booking Form and the balance due 90 days before the date of the publication. Late bookings will be subject to full payment within 28 days of the Booking Form or, where publication is earlier, the Client agrees to pay JobServe Events Ltd in full by return. Full payment must be made before publication of the advertisement in all cases. In the event of non-payment by the Client or failure to supply the appropriate advertisement as agreed in this contract, JobServe Events Ltd shall be entitled to suspend the service and re-allocate the space without prejudice to the right of JobServe Events Ltd to recover the full payment due under this contract.

For sponsorships and other upgrades, a non-refundable deposit of 25% is to be paid within 28 days of receipt of the Booking Form and the balance due 90 days before the date of the exhibition. Late bookings will be subject to full payment within 28 days of the Booking Form or, where publication is earlier, the Client agrees to pay JobServe Events Ltd in full by return. Late bookings will be subject to full payment within 28 days of the booking form unless the

exhibition is due to take place within this period in which case the Client agrees to pay JobServe Events Ltd in full by return. Full payment must be received before the exhibition takes place in all cases. In the event of non-payment by the Client or of non-performance or non-observance by the Client of any of the conditions of this Contract, the Organisers shall be entitled to suspend all services and re-allocate the sponsorship or other upgrade without prejudice to the right of the Organiser to recover the full payment agreed within this contract.

6) Cancellations and withdrawals

The Client may cancel this Contract by giving the Organiser written notice as follows:

6.1) Cancellation and withdrawal from an exhibition more than four months before the exhibition date:

If the Client has paid the Organisers stand invoice in full, the Organiser will refund 25% of the total cost. If the Client has not paid the Organisers stand invoice in full, the Organiser may, at their discretion refund to the Client 25% of the total cost subject to the Client's liability to pay the balance in full.

6.2) Cancellation and withdrawal from an exhibition less than four months before the exhibition date:

If the Client has paid the Organiser's stand invoice in full there will be no refund. However in the event that the stand is re-let, the Organiser may, at their discretion, refund to the Client 25% of the total cost. If the Client has not paid the Organiser's stand invoice in full before withdrawal, the Client will still remain liable to pay the total costs in full, save that in the event that the stand is re-let, the Organiser may, at their discretion, refund to the Client 25% of the total cost subject to the Client's liability to pay the balance in full.

7) Re-letting or Sub-letting of Space

The Client may not assign, sub-let or grant licences in respect of the whole or any part of the stand or space allocated to him without first obtaining the written approval of the Organiser.

8) Indemnity

The Client shall indemnify and keep the Organiser, its servants or agents indemnified against (a) any loss of or damage to any property of the Organiser, (b) all claims, costs, proceedings, losses, damages, expenses, liabilities and demands of third parties (including their servants, contractors, invitees and agents) in respect of personal injuries or loss of or damage to property caused or occasioned by the Client, its servants or agents arising out of or in consequence of his occupation of a stand or exhibition of any article, process or thing. The Client shall accept all risks of every kind whatsoever in respect of personal injuries to himself, his servants or agents or of loss or damage to any of his property or property in his custody, care and control, and the Organiser shall be under no liability in respect of any such risk. The Client shall make good any damage done by him, his servants or agents to the Venue or any furniture or fixture therein and damage caused by fire upon his stand.

9) Obstruction

The Client shall not at any time obstruct, or allow to be obstructed, gangways or open spaces, or allow items on their stand to extend outside the perimeter of their stand. Any Client doing so will be requested by the Organiser to remove the obstruction, and if the Client fails to do so the Organiser may take such steps as may be necessary to remove the said obstruction at the Client's expense.

10) Live & Recorded Music

In relation to copyright and public performance, it is the personal responsibility of the Client, at their own expense, to obtain all appropriate licences, including those issued by the Performing Rights Society and Phonographic Performance Ltd. The Organiser reserves the right to prohibit any recorded or live performance if the Client is unable to produce the appropriate licence for inspection.

11) Security and Insurance

The Client is solely responsible for the security of his own stand, stock, stand personnel and will have in place full insurance cover in respect of loss, damage, injury, cancellation or liability, and the Client shall, if so requested by the Organiser, produce to the Organiser a certificate of insurance covering such risks.

12) Exhibitor Nameboards and Show Programme Entries (where applicable)

Exhibitor nameboards are supplied by the Organiser and as with show programme entry will be compiled using the information supplied by the Client upon request by the Organiser. Failure to supply this information will result in the Organiser submitting information at their discretion.

13) Display Materials

Any display materials to be included on the stand must comply with any rule laid down by the Organiser in terms of materials, fire regulations, construction and dimensions. Instructions laid out in the Exhibition Manual regarding the fixing of display material to the stand walling must be strictly adhered to.

14) Electrical Equipment

No Client shall connect any electrical equipment which is not approved by the nominated electrical contractors. No Client shall connect any electrical equipment in an unsafe manner or contrary to the rules and regulations of the Landlords and local authorities. All electrical equipment should have a current portable appliance test (PAT).

15) Stand Structure and Height

Clients with Shell Scheme stands must ensure that any display materials do not exceed the height of the walls. Clients with Space Only sites must inform the Organisers of any nominated contractor that will be building their stand and submit technical drawings with full dimensions and a current risk assessment of the work to be carried out, at least 4 weeks prior to the show. Additional regulations must be followed for construction over 4 metres. Some Venues may have their own height restriction and the Client will be notified of this should it affect their stand.

16) Fire Regulations

All Clients must comply with the regulations of the local authority as they relate to the design and construction of exhibition stands, and the use of suitably fireproofed materials. All Clients must adhere to any fire regulations prescribed by the Venue.

17) Delivery Erection and Removal of Exhibits and Fittings

All labour for receiving and carrying of exhibits and fittings must be provided by the Client. Deliveries to and removals from the Venue shall be made only during the specified times detailed in the Exhibition Manual. Goods may not be delivered to or removed from the exhibition during the hours when it is open to visitors except with the written permission of the Organiser. If the Organisers are made aware of any expected deliveries to the Venue they will sign for them should a representative of the Client not be on site; however neither the Organiser nor the Venue shall accept any responsibility for any loss or damage thereby occasioned.

18) Packing Cases

Packing cases and packing materials may not be stored on the stand, nor any other article be placed or stored in the gangways or open spaces. Where room is available storage facilities will be available for Clients however any items or property left remaining will be at the Client's own risk.

19) Canvassing by Clients

Clients shall not distribute literature or promotional material of any description outside the confines of their stand unless prior arrangements are made with the Organisers. Clients shall not interfere with the viewing arrangements by canvassing or approaching buyers in the corridors, lobbies or other public parts of the exhibition and taking them direct to their own stands.

20) Frustration

The Organiser shall, by giving written notice to the Client, be entitled to vary or determine this Contract without liability in the event that the performance thereof is prevented or interfered with directly or indirectly by or in consequence of an act of God, war, riot, strike, labour disturbance, industrial dispute, fire, flood, terrorism, explosion, shortage of material or labour or any cause beyond the control of the Organiser. If for these reasons the exhibition or any part thereof is postponed or cancelled the Organiser shall be entitled to be paid and to retain all sums due from the Client at that date. If the exhibition is cancelled for any other reason the liability of the Organiser shall be restricted to the amount of stand charges already paid by the Client.

21) Exhibition Manual

For Stand bookings, an Exhibition Manual will be forwarded by the Organiser to the Client (the 'Exhibition Manual') and will contain other conditions relating to the exhibition that will form part of the Contract between the Client and the Organiser. It is the Client's responsibility to advise their stand staff of the contents of the Exhibition Manual. Any amendments to the Exhibition Manual or additional updates will be detailed in the Last Minute Information forwarded to the Client 2 weeks prior to the show.

22) Variation of Term and Conditions

The Organiser reserves the right to alter, add to or amend any of these Conditions, or to reassign the contract in the interests of the exhibition. Should any questions arise, whether provided for in these Conditions or not, the decision of the Organiser shall be final. No alteration, addition, amendment or waiver to or of these Conditions shall operate to release any Client from his Contract.

23) Governing Law

This Contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

24) Third Parties

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person other than the parties to this Contract shall have any rights under it nor shall it be enforceable under that Act by a person other than the parties to it.

25) Health & Safety

The Client must comply with the Health & Safety at Work Act 1974, and any regulations made thereunder, an outline of which will be found in the Exhibition Manual.

26) Advertisements

The Client warrants that:

26.1.1) the publication of the Advertisement by the Organiser will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Organiser liable to any proceedings whatsoever;

26.1.2) any information supplied in connection with the Advertisement is accurate, complete and true;

26.1.3) in respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Client has obtained the authority of such living person to make use of such name, representation and/or copy;

26.1.4) the Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities) for the time being in force or applicable in the United Kingdom and member states of the European Union; and

26.1.5) any information, artwork, graphics or other material sent to the Organiser by electronic means or supplied on computer disc has been checked for and is free from any computer virus.

26.2) The Organiser has the right at its absolute discretion to decline to publish or to omit suspend or change the position of any Advertisement. However, the Organiser will use reasonable efforts to comply with the wishes of the Client.

26.3) Any artwork, photographs, graphics or other materials and/or information sent to the Organiser must be supplied to the Organiser in accordance with the format prescribed in the Organiser's advertising specification sheet.

26.6) It is the responsibility of the Client to check the correctness of the Advertisement (and of each insertion of the Advertisement if more than one). The Organiser assumes no responsibility for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately by the Client that an error has occurred.

26.7) Any other matter of complaint, claim or query (whether in relation to the Advertisement or the advertising booking form) must be raised with the Organiser in writing within 7 days following receipt by the Client of a sample advertisement or of receipt of the invoice giving rise to it.

26.8) With exception of liability for death or personal injury, the Organiser's liability is limited to a maximum at its option of giving credit for its charge for the Advertisement or (in an appropriate instance) of publishing the Advertisement for a second time without charge.

27) Interest

The Organiser reserves the right to charge interest on any amount paid late at the rate of 4% above the base rate of Barclays Bank Plc accruing from day to day (including the day on which payment was due) both before and after judgment.