

**TERMS AND CONDITIONS OF PARTICIPATION****I GENERAL**

- a. In the terms and conditions set out below the following expressions shall have the following meanings:
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| "Exhibition"             | The exhibition for which an exhibitor has contracted for a Stand or Stands  |
| "Organiser"              | The Royal Microscopical Society   |
| "Exhibitor"              | The company or individual who has contracted for a Stand or Stands.   |
| "Venue"                  | The venue of the Exhibition as advertised and notified by the Organiser   |
| "Rules and Regulations"  | The Rules and Regulations of Manchester Central.  |
| "The Exhibitors' Manual" | The Exhibitors' Manual prepared by the Organiser for and on behalf of the Exhibitors                                      |
| "Stand"                  | The specific Stand or exhibit granted to the Exhibitor to carry out its Exhibition as set out in the contract to exhibit. |
- b. These terms and conditions shall apply to all contracts between the Exhibitor and the Organiser relating to the Exhibition. Any variation of these terms and conditions shall only be binding if agreed by the Organiser in writing. No terms or conditions stipulated by the Exhibitor shall apply to any such contract unless expressly agreed by the Organiser in writing.
- c. All bookings shall be made on the official order form prescribed by the Organiser. A booking shall be an offer subject to acceptance by the Organiser on its official form of acceptance (and on no other form) and the Organiser reserves the right to refuse to accept any offer without giving any reason therefore.
- d. Exhibitors must comply with the Rules and Regulations as well as the Exhibitors' Manual issued by the Organiser.
- e. Information supplied by the Exhibitor, including the names of individuals, will be kept on computer and used for the purposes registered under the Data Protection Act 1984.
- f. The Rules and Regulations shall be deemed to be an integral part of these Terms and Conditions of Participation and shall be binding on all Exhibitors. In the event of any conflict between the Rules and Regulations and the Exhibitors' Manual the Rules and Regulations will take preference.
- g. Information given by the Organiser about the Exhibition is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission does not entitle the Exhibitor to cancel its control to hire a Stand in the Exhibition.

**2 PRICE, SPECIFICATIONS AND DRAWINGS**

- a. All quotations and prices given or offered by the Organiser are exclusive of VAT which will be added to all invoices at the rate applying at the appropriate tax point.
- b. Quotations may be withdrawn by the Organiser at any time prior to acceptance by the Organiser of the order and quotations shall be deemed to be withdrawn if the order form is not received within 30 days of the date of quotation.
- c. The Organiser reserves the right to alter prices set out in any list at any time prior to acceptance of the applicant's order.

- d. While every effort is made to ensure that plans, specifications and drawings in the Organiser's catalogues and literature are accurate, the Organiser gives no warranty to this effect and shall have no liability in respect of any inaccuracy in such plans, specifications or drawings. In the event that the Organiser determines that it is not possible to meet the exact specifications or grant the exact location of any individual Stand the Organiser reserves the right to alter plans and specifications and exact locations of any individual Stand at any time without prior notice. The Organiser will use all reasonable endeavours to ensure that the altered plans, specifications or exact locations of individual Stands conform as reasonably as possible with the original plans, specifications or locations of such Stands.

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### **3 REDUCTION OR CANCELLATION OF STAND SPACE**

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- a. On acceptance of the order the Exhibitor becomes liable to pay to the Organiser the whole of the price for the Stand specified in the order. Cancellations of accepted orders and reductions in Stand space contracted for must be notified to the Organiser in writing. A reduction in Stand space shall be treated as a pro rata cancellation. The following percentages of Stand cost booked or contracted for will be charged depending on the date written notice of cancellation is received:

*Cancellation charges*

More than 200 days prior to first open day of show	30%
161 - 200 days prior to first open day of show	50%
121-160 days prior to first open day of show	75%
120 days or less	100%

- b. The Organiser reserves the right to re-allocate any Stand should any Exhibitor fail to meet its commitment to make any payment due under these Terms and Conditions of Participation. Upon the occurrence of such event there will be no reduction in payments due to the Organiser which will remain due and owing unless (and to the extent) that the Organiser is successful in mitigating its loss.

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### **4 SPACE NOT OCCUPIED**

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Every Exhibitor shall occupy the full Stand area booked by it. Should an Exhibitor fail to take up the Stand allocated to it the Organiser reserves the right to deal with the Stand so unoccupied as it thinks fit.

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### **5 PROHIBITION OF TRANSFER**

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The Exhibitor may not assign, sub-let or grant a licence in respect of the whole or any part of the Stand without written consent from the Organiser. Insofar as material in any form whatsoever is displayed, distributed or otherwise utilised by the Exhibitor on the Stand or otherwise pursuant to this agreement, it must relate to goods or services for which the Exhibitor either has legal ownership, the right to distribute or utilise as agent.

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### **6 LIABILITY**

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- a. The Exhibitor shall be responsible for all personal injury or damage to or loss or destruction of property (including but not limited to the Premises) arising in connection with the Exhibitor's Stand and anything permitted, omitted or done thereon or there from during the period of the Exhibition or in the construction and dismantling periods provided that this results from the direct or indirect act or omission of the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or any other person present on the Exhibitor's Stand or by any exhibit, machinery or other article or thing of or in the possession of or use of the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the

Exhibitor or any other person present on the Exhibitor's Stand. The Exhibitor shall indemnify the Organiser and the servants, agents, contractors, sub-contractors and invitees of the Organiser in respect of all losses (including consequential losses) costs, claims, actions, proceedings, demands and expenses in respect thereof.

- b. Should the Exhibitor, its contractors, sub-contractors, servants or agents fail to remove all their property or otherwise fail to vacate the Premises by the time stipulated in either the Rules and Regulations or the Exhibitors' Manual issued by the Organiser for any reason whatsoever the Exhibitor shall indemnify the Organiser against all losses (including consequential losses), costs, claims, actions, proceedings, demands and expenses incurred by the Organiser as a result thereof.
- c. The Organiser and its servants, agents, contractors and sub-contractors shall not be liable for any loss or destruction of or damage to any property brought to the Premises by the Exhibitor, its contractors, subcontractors, servants, agents, or invitees no matter what the cause (including but not limited to negligence of the Organiser or of any servant, agent, contractor, sub-contractor or invitee of the Organiser) and the Exhibitor shall indemnify the Organiser and its servants, agents, contractors, sub-contractors and invitees in respect of any such loss or destruction or damage to such property whether it is the property of the Exhibitor or not.
- d. The owner of the Premises and its servants, agents, contractors, sub-contractors, shall not be liable for any loss or destruction of or damage to any property brought to the Premises by the Exhibitor, its contractors, subcontractors, agents or invitees no matter what the cause (including but not limited to negligence of it or any servant, agent, contractor, sub-contractor or invitee of it and the Exhibitor shall indemnify it and its servants, agents, contractors, sub-contractors and invitees in respect of any such loss or destruction of or damage to such property whether it is the property of the Exhibitor or not.

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## **7 FORCE MAJEURE**

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Should the Exhibition be cancelled, curtailed or adversely affected by any cause not within the reasonable control of the Organiser including but not limited to war, fire, national emergency, labour dispute, strike, lockout, civil disturbance, Act of God, or non-availability of the Premises for any reason, the Organiser shall be under no obligation to refund all or part of the sums paid by the Exhibitor in respect of its participation in the Exhibition and shall be under no liability to the Exhibitor or any other person in respect of any actions, proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor as the result thereof.

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## **8 INSURANCE**

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Every Exhibitor shall be required to take out a comprehensive insurance policy to cover all risks including public liability at a minimum level of indemnity of £2,000,000 and shall produce proof of such policy to the Organiser prior to the commencement of the Exhibition. The Organiser will reserve the right to refuse admission to any Exhibitor who does not produce such a policy and in such circumstances reserves the right to cancel any allotment of a Stand and shall be under no liability whatsoever for any loss which may arise as a result of any such cancellation.

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## **9 PAYMENT**

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- a. On or after acceptance of the Exhibitor's order, the Organiser will deliver an invoice in GBP, including VAT, in respect of a variable percentage deposit according to the initial offer as displayed on the EMC 2012 website. Further invoices for the balance due will be issued according to the order acknowledgment.

Invoices in respect of additional services will be sent in due course.

- b. Payment of each invoice is due 30 days from the date of that invoice, excepting that all charges for late booking must be paid before the Exhibitor occupies its Stand.
- c. In the event of non-payment of any invoice by the due date or should the Exhibitor die or suffer any incapacity preventing it from participating effectively in the Exhibition, or any bankruptcy or insolvency or, being a limited company, enter into liquidation whether compulsory or voluntary enter into administration or suffer the appointment of a receiver over any of its assets then the full price for the Stand booked shall immediately become due and payable and in addition the Organiser shall have the right to cancel every contract with the Exhibitor in relation to the Exhibition or to suspend or continue such contract without prejudice to the Organiser's right to recover any loss sustained. Interest at the rate of 3% per annum above the base rate of the bank at which the account of the Organiser is kept shall be payable in respect of all sums (including cancellation charges if appropriate) not paid on or before the due date (before as well as after any judgement).
- d. The Exhibitor shall not be entitled to withhold payment of any amounts payable to the Organiser in relation to the Exhibition by reason of any dispute or claim by the Exhibitor in connection with the Exhibition or otherwise nor shall the Exhibitor be entitled to set off any amount which it is alleged is payable or due from the Organiser against any amount payable to the Organiser in relation to the Exhibition.

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## **10 ADVERTISEMENTS**

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- a. The Organiser reserves the right to prohibit the display or dissemination of any advertisement or publication of any kind in relation to the Exhibition whether or not at the Premises, and the Exhibitor shall forthwith withdraw any such advertisement or application or notification by the Organiser. The Organiser will not normally exercise such rights in relation to the Exhibitor's normal commercial sales literature but nevertheless reserves such rights in relation thereto.
- b. The Exhibitor shall not advertise or distribute its publications and printed matter at the Premises otherwise than from its Stand.
- c. The Exhibitor shall display its name and address at its Stand and (if different) its address for service of documents and in relation to its Stand shall comply with all legal requirements relating to the publication of its name and ownership at its place of business.

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## **11 CONDUCT**

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The Exhibitor shall comply with all regulation imposed from time to time by the Organiser in relation to the conduct of the Exhibition. In particular, without limitation of the generality of the foregoing:

- a. the Exhibitor shall comply in all respects with all the requirements set out in the Rules and Regulations;
- b. a complete description of the goods or services which will make up the Exhibitor's Stand or which the Exhibitor intends to publicise must be provided by the Exhibitor to the Organiser prior to the preparation of the Stand;
- c. the Exhibitor shall keep the gangways and walkways of the Exhibition adjacent to its Stand free of all obstructions;

- d. the Exhibitor shall not make or permit the making of any representations to the public save within the confines of the Exhibitor's Stand and in particular shall not use or permit the use of any public address system;
- e. the Exhibitor shall not stage any public demonstration, live presentation or any form of entertainment or instruction which causes or is likely to cause (as to which the decision of the Organiser shall be final in cases of dispute) congestion of the gangways or walkways of the Exhibition;
- f. the Exhibitor shall not conduct any competition or offer prizes or awards at the Exhibition without the prior permission of the Organiser;
- g. the Exhibitor shall permit the Organiser, its servant, agents, contractor or sub-contractors to pass and re-pass over the Exhibitor's Stand for the purpose of gaining access to any part of the Premises;
- h. the Exhibitor shall and shall procure that all its servants, agents, contractors, sub-contractors and invitees comply with all regulations imposed by the Organiser and with all Fire Regulations;
- i. the Exhibitor shall do nothing at the Premises which is a breach of any law, statutory instrument, regulation or bye law;
- j. the Exhibitor shall not cause or permit any damage to the Premises or the Stand and in particular shall attach no nails, screws or similar items thereto;
- k. the Exhibitor shall be entitled to dress its Stand to its specification using special lighting and other effects but only insofar as the structure of the Stand is not altered and no inconvenience is caused to other Exhibitors and/or visitors (as to which the decision of the Organiser shall be final in cases of dispute). The Exhibitor shall use such contractors (if any) for Stand dressing and the provision of services as the Organiser may nominate and the Organiser shall be entitled to refuse access to the Premises to any contractor not nominated by it. All Stand dressing is to be subject to the approval of the Organiser and to any regulations which may be imposed by the Organiser from time to time. The Exhibitor shall not overload the electrical circuits provided to its Stand;
- l. where the Exhibitor has ordered a space only site, all designs and Stand layouts must be submitted to the Organiser for prior approval. All materials used must be flame-proof and will be examined by the Fire Authorities. All Stand fitting, constructional and display work brought into the Exhibition or carried out at the Exhibition must be undertaken by operatives who are members of the appropriate Trade Union at rate of pay and overtime in accordance with the terms of the Exhibition Working Rule Agreement. This excludes Exhibitors' own staff in dressing Stands or fixing modular display systems;
- m. the Exhibitor shall ensure that its Stand and immediate surrounding area is at all times kept free of litter, and shall ensure that all dry waste is put in plastic sacks as provided and then placed in the gangways, at the end of each day, for collection by the cleaning staff. All wet waste must be placed in sui table bins provided by the Exhibitor and placed in the gangways at the end of each day. Empty cases and packaging belonging to the Exhibitor may not be stored on the Exhibitor's Stands or on the Premises and must be removed from the Premises by the Exhibitor or disposed of as aforesaid;
- n. the Exhibitor shall ensure that at least one person is always in attendance at the Exhibitor's Stand whenever the Exhibition is open to the public;
- o. the decision of the Organiser as to any matter of conduct referred to above and generally in relation to the Exhibition shall be final and binding upon the Exhibitor and if the Exhibitor shall fail to comply with the request of the Organiser or any person authorised by it in that behalf the Organiser may take whatever steps it deems appropriate to enforce compliance including instant termination of the contracts between the Organiser and the Exhibitor relating to the Exhibition.

- p. the Exhibitor agrees during the period for which this License is granted not to sell or give away from any part of the Premises any refreshments save and unless the refreshments in question have first been purchased from the landlords of the Premises (or its contractors) and further agrees to draw the attention of all its employees, servants and agents to this Clause;
- q. demonstration of equipment using any type of sound is permitted however such equipment must be utilized within the bounds of common sense and not cause annoyance to adjoining Stands. The Organiser reserves the right to control the use of such equipment as they in their sole discretion consider reasonably fit;
- r. no Stand shall be dismantled or removed from the Premises until the conclusion of the Exhibition unless specific permission has been sought and obtained in writing from the Organiser;
- s. all Stands must be vacated by 22.00 hours on the final day of the Exhibition and any shell scheme provided by the Organiser must be surrendered in its original condition. Exhibitors will indemnify the Organiser against any cost caused by their failure to remove their equipment or damage caused to the shell or the Premises.

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## **12 CANCELLATION BY ORGANISER**

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The Organiser reserves the right to cancel any Exhibitor's booking and should it do so its sole liability shall be to refund all monies paid by that Exhibitor. In no circumstances shall the Organiser be liable for any loss (including consequential loss) or damage suffered by an Exhibitor resulting from such cancellation howsoever the same may be caused.

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## **13 CLAIMS**

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All claims must be submitted in writing to the Organiser and to be valid must be received within two weeks of the closing date of the Exhibition. No claim or complaint will otherwise be accepted.

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## **14 AMENDMENTS TO TERMS AND CONDITIONS**

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The Organiser shall be entitled to alter, add to, amend and interpret any of these terms and conditions and no such alteration, addition or amendment shall operate so as to release the Exhibitor from its contract. The headings in these terms and conditions are for reference only and form no part of the contract between the parties.

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## **15 PROPER LAW**

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All contracts between the Organiser and the Exhibitor relating to the Exhibition shall be governed by and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the High Court.