



# Contract for exhibition participation (Stand)

## Contract for Exhibition Participation (Stand)

We hereby contract with Regent Exhibitions Ltd "REL" for Exhibition Participation (Stand) at IMEX in Frankfurt 2022, Hall 8 & 9, Messe Frankfurt, Germany. We have read the attached Terms & Conditions and agree to be legally bound by them.

### Requirement

We require (a)  sqm SHELL SCHEME @ EUR 1,290\* per sqm or (b)  sqm SPACE ONLY @ EUR 1,215\* per sqm

The total participation cost will be  \*

\* All costs plus VAT, if applicable - see Clause 2.4 in attached Terms & Conditions.

Upon receipt and acceptance of this signed Contract and issuance of an Exhibition Participation Confirmation Notice, REL will invoice you for participation costs according to Term 2.5 of the attached Terms & Conditions.

### Contact information

Participant (business, company, organisation)

Exhibitor's contact (Stand Coordinator)

Address

Tel  Email

### Invoice details

Please tick the box if the invoice address is as above. ☒ Otherwise fill in the details below.

Participant  Accounts contact

Address

Tel  Email

### Additional invoice details

If you are a business please tick the box and fill in the details below ☒ (You must provide a VAT number, Tax ID or Business registration number)

VAT number

Country registered for VAT

Tax Identification number

Business registration number

Then tick one of the following four options:

- ☐ 1 Our business has a fixed establishment in Germany and we have a German VAT number. We will accept an invoice in accordance with the German reverse charge procedure
- ☒ 2 Our business is established in another European member state (but not Germany or UK) and we will accept an invoice in accordance with the EU reverse charge procedure
- ☐ 3 Our business is established outside the EU and we will accept an invoice without VAT
- ☐ 4 Our business is established in the UK and we will accept an invoice with UK VAT

If you are not a business please tick box to accept an invoice with German VAT ☐

### Our contact information

Sales direct line: +44 (0)1273 224955  
 Finance direct line: +44 (0)1273 224959  
 Main office: +44 (0) 1273 227311



## Exhibition Participation Insurance

Please confirm that you have read clause 4.0 to 4.8 of the Terms & Conditions by ticking this box ☒ then complete details below.

What should you do now?

1. Read the details in the Cover Options box below.

2. Tick for Exhibition Space Size: Band A ☐ Band B ☒ Band C ☐

3. Choose one of the three options.

☒ **Option 1** – Accept the Standard Cover (arranged via Apex Insurance Services Ltd (trading as Arc International)).

☐ **Option 2** – Accept the Standard Cover and take the Optional Extension for Terrorism in Germany ☐ or Worldwide ☐ (arranged via Apex Insurance Services Ltd (trading as Arc International)).

If you accept our Standard Cover terms please complete the top half of the "Participant Summary and TOP UP" form and sign the declaration. This document will be emailed to you with the Exhibition Participation Confirmation Notice. **This document should be retained in a safe place for your own records.** Once the payment has been received by REL, the form will act as Your Certificate of Insurance for Standard Cover.

Increase Cover on Options 1 or 2 above – Request higher limits for the Standard Cover and /or Optional Extension for Terrorism

If the Standard Cover limits are not sufficient for your needs, then additional cover can be arranged with and paid to Arc International. Please complete the "Participant Summary and TOP UP" form and follow the instructions to calculate the Additional Premium/TOP UP Rating. Once completed please send the form back to Arc International.

☐ **Option 3** – Opt out and provide your own documentation

If you have your own insurance cover for yourself and all stand sharers which complies with the Terms & Conditions of this contract, please send your insurance documentation to Arc International. If they confirm the cover is appropriate an exemption certificate will be issued and REL will credit the insurance administration fee and refund any fees that have been paid to REL.

### Cover Options

\* Premium costs include 12% Insurance Premium Tax

Standard Cover (payable to REL – this will be added to your invoice for Exhibition Space)

Bands	Exhibition Space Size	Cost*	Expenses	Property Cover	Public Liability
A	up to 24sqm	EUR 160.00	EUR 20,000	EUR 20,000	EUR 2,000,000
B	over 24sqm to 100sqm	EUR 400.00	EUR 50,000	EUR 20,000	EUR 2,000,000
C	over 100sqm	EUR 775.00	EUR 100,000	EUR 50,000	EUR 2,000,000

Optional extension for terrorism anywhere within Germany (payable to REL – this will be added to your invoice for Exhibition Space)

Bands	Exhibition Space Size	Cost*	Description of Cover
A	up to 24sqm	EUR 40.00	Protection due to your inability to attend the event due to terrorism anywhere within Germany.
B	over 24sqm to 100sqm	EUR 90.00	Cover limits for Expenses, Property Cover and Public Liability are as per Standard Cover.
C	over 100sqm	EUR 170.00	

Optional extension for terrorism anywhere Worldwide (payable to REL – this will be added to your invoice for Exhibition Space)

Bands	Exhibition Space Size	Cost*	Description of Cover
A	up to 24sqm	EUR 75.00	Protection due to your inability to attend the event due to terrorism anywhere worldwide.
B	over 24sqm to 100sqm	EUR 170.00	Cover limits for Expenses, Property Cover and Public Liability are as per Standard Cover.
C	over 100sqm	EUR 325.00	

### Details of the Standard Cover

You should ensure the limits and scope of protection are sufficient as this is a non-advised sale for you to comply with the contract conditions. **You must pay for the Standard Cover insurance or have received the exemption certificate at least two weeks prior to the start of the Exhibition.**

#### Property Cover

Excess EUR 500 each and every loss. Please note that the policy does not cover loss or damage to portable computers (laptops, tablets and the like), telephones, multilingual translation units or paging devices.

#### Public Liability

Excess EUR 250 each and every claim in respect of bodily injury and third party property damage. There is no cover in respect of Employees liability, workers' compensation or the equivalent. Participants should ensure that they have adequate cover.

### Choice of Law and Jurisdiction

Worldwide - including countries which operate under the laws of the United States of America or Canada. This amends Clause 3.5 Operative Clause of the Exhibitor Insurance Policy wording.

### Insured's Responsibility to Take Care

The insured must use due diligence to prevent loss, injury, damage or liability and take reasonable care in all respects relating to this insurance.

### Conditions

For full Terms & Conditions please refer to the policy wording on the [IMEX website](#).


For all additional enquiries or further details on the policy, contact Gary Payne at Arc International, St Clare House, 30-33 Minories, London EC3N 1PE  
 Tel: +44 (0)207 977 7642 Email: gpayne@arc-int.co.uk Fax: +44 (0)207 977 7631

## Agreement

This Contract will not be binding unless and until it is accepted and approved by REL by countersignature below of a duly authorised representative, and an Exhibition Participation Confirmation Notice has been issued. The Participant agrees to be bound by all applicable rules, including those in this Contract for Exhibition Participation (Stand), the Terms & Conditions, the Stand construction guidelines, the Exhibitor Manual, and in any correspondence outlining revised Stand location, or other notices, etc, all of which are incorporated herein and made a part of this Contract. In the event of any conflict between this Contract for Participation (Stand) and/or the Terms & Conditions and any other applicable rules the terms of this Contract for Exhibition Participation (Stand) take precedence.

In witness whereof, applicant has caused this Contract to be signed by an officer of the company or person duly authorised. I understand that by providing the email address above, on behalf of the participant specified above, I am authorised to and hereby consent for the participant to

receive IMEX in Frankfurt related emails from REL, and the officially designated contractors, venues, or other companies that the Organisers have officially appointed to provide services for IMEX in Frankfurt.

		Company stamp <b>SLOVAKIA TRAVEL</b> náčská cesta 8, 833 04 Bratislava 37 IČO: 536 67 506 -1-
Name	Vaclav Mika	
Position	General director	
Date	24.3.2022	
		On behalf of participant

### For office use only

P	F	B	GA:	Contract no:
<div style="border: 1px solid black; height: 30px; width: 100%;"></div>				
Name:			Date:	

Signature of duly authorised representative of Regent Exhibitions Ltd



## General Terms & Conditions

### 1.0 DEFINITIONS

In these Terms & Conditions the following words and expressions shall have the following meanings:

The term 'Authorities' shall mean any local government agency with jurisdiction over the Exhibition Venue, including the Fire Authority.

The term 'Barter' shall mean any exchange of goods and services between REL and the Participant.

The term 'Contract' shall mean the Contract for Exhibition Participation entered into between REL and the Exhibitor or Participant which incorporates these Terms & Conditions.

The term 'Exhibition' shall mean IMEX in Frankfurt.

The term 'Exhibition break-down commencement date and time' shall mean Thursday 2nd June 2022 at 16:30hrs.

The term 'Exhibition build-up completion date and time' shall mean Monday 30th May 2022 at 19:00hrs.

The term 'Exhibition commencement date' shall mean Tuesday 31st May 2022.

The term 'Exhibition Space' shall mean any Exhibition Stand, display or other area defined in the Contract.

The term 'Exhibition Venue' shall mean Hall 8 and Hall 9, Messe Frankfurt, Germany.

The term 'Exhibitor' shall mean any business, company, organisation, partnership, firm or individual to whom a Stand has been allocated for the purpose of exhibiting and who is responsible for appointing an employee, servant or agent to coordinate the Exhibitor's participation (Stand Coordinator). All Exhibitors are also Participants.

The term 'Exhibitor Appointed Contractor' ('EAC') shall mean any company other than the designated General Service Contractors that provide stand construction and dismantling services, stand hostesses, florists, photographers, audio visual companies, etc., and need access to the show floor at any time during build-up, Exhibition dates or break-down.

The term 'Exhibitor Manual' shall mean the online manual to be prepared by the Organiser with access given to Participants prior to the Exhibition, setting out practical aspects of their participation and of the Exhibition.

The term 'General Service Contractor' shall mean the Contractor appointed by REL to perform necessary exhibition services and provide rental equipment at the Exhibition.

The term 'Intellectual Property Rights' shall mean all copyright and related rights, trademarks, trade names and domain names, logos, rights in design, rights in computer software, and any other intellectual property or other proprietary rights.

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

The term 'Organiser' shall include all employees, servants and agents of REL.

The term 'Participant' shall mean any business, company, organisation, partnership, firm, Exhibitor or individual who is named as such in this Contract and has been accepted for participation in the Exhibition by the Organiser.

The term 'REL' shall mean Regent Exhibitions Ltd.

The term 'Stand' shall mean a specific floor area of the 'Exhibition Venue' which has been contracted to an Exhibitor and includes both 'Space only' Stands which are solely a specific floor area and 'Shell Scheme' Stands which are a specific floor area and appropriate Shell Scheme construction (walls, carpet and fascia board), as confirmed in this Contract. Any 'Stand' together with any display or other area defined in the Contract is known collectively as 'Exhibition Space'.

The term 'Stand Coordinator' shall mean any employee, servant or agent appointed by the Exhibitor to coordinate the Exhibitor's participation at the Exhibition.

The term 'Stand Partner' shall mean any business, company, organisation, partnership, firm or individual with whom the Participant has agreed to share the Exhibition Space at the Exhibition.

### 2.0 PARTICIPATION

#### 2.1 Additional services included within Stand participation

The Contract for Exhibition Participation (Stand/Barter Stand) shall include the following services: inclusion in the online Exhibitor Directory and Exhibitor Listing for the Stand Coordinator and Stand Partners; Exhibition Space cleaning (see Clause 18.2) and use of the overnight storage facility. In addition, Shell Scheme Stands will be provided with appropriate Shell Scheme constructions (walls, carpet and fascia boards).

#### 2.2 Stand Coordinator

The Exhibitor shall appoint a Stand Coordinator. The Stand Coordinator shall be responsible at all times to ensure that any Stand Partner complies with all the obligations of the Exhibitor and cooperates with the Organiser in relation to the Exhibition.

#### 2.3 Participation Cost

The fee for the participation is set forth in the Contract. The fee does not include any stand fitting within the Exhibition Space, unless specified.

#### 2.4 VAT

REL is registered for VAT in the UK and Germany and may be required to invoice for UK VAT in accordance with UK VAT regulations (UK VAT no. GB781402148) or German VAT in accordance with German VAT regulations (German VAT no. DE251764076).

#### 2.5 Conditions of Payment

##### • For all payments

All payments under this Contract should be made in Euros (EUR).

Unless otherwise agreed in this Contract all participation costs and all insurance administration fees must be paid at least two (2) weeks before the Exhibition commencement date.

##### • Interest due on Outstanding Payments

Interest will be chargeable on any payments still outstanding after the due date on the invoice, or for Exhibition Stands still outstanding at the Exhibition commencement date, at a rate of 2% per month.

##### • Payment for Exhibition Stands

For Contracts signed on or before 1st November 2021, the participation cost is payable by 1st November 2021. For Contracts signed after 1st November 2021, the participation cost is payable by the due date specified on the invoice.

**UNDER NO CIRCUMSTANCES WILL THE EXHIBITOR BE PERMITTED TO ERECT OR OCCUPY A STAND IF THE PARTICIPATION FEE HAS NOT BEEN PAID IN FULL.**

Refunds will not be issued under any circumstances (subject to Clause 8.2 or Clause 9, where applicable), nor will an Exhibitor be able to reduce the size of the Exhibition Stand, unless REL cancels the Contract or reduces the size of the Exhibitor's Stand, for reasons other than non-payment by the Exhibitor (see Clauses 7,8 and 9). REL will be entitled to retain or collect 100% of the Exhibitor's total Contract obligation if the Exhibitor cancels or seeks to reduce the size of their Exhibition Stand. The acceptance by REL of a payment with an application does not in any way constitute acceptance of the application or grant of permission to exhibit. If an application is denied, a full refund of the payment will be made promptly. The Exhibitor agrees that in the event a Stand of greater size is selected, assigned or allotted to it at its request or with its consent, it will pay the additional amount required promptly upon receipt of notice to that effect. If full payment is outstanding when the online diary and marketing activities for IMEX in Frankfurt become available (approximately four (4) weeks before the Exhibition) REL reserves the right to withhold access to these online tools until confirmation of payment has been received. If full payment has not been received two (2) weeks prior to the Exhibition commencement date, REL reserves the right to delay or cancel the construction of the Stand which may affect the Exhibitor's ability to exhibit.



#### ► • Payments and invoicing for Barter Transactions

In order to comply with VAT and accounting regulations, invoices will need to be exchanged for the value of any barter transactions (in respect of the exchange of Exhibition Space, goods and/or services). Any difference in the value of bartered Exhibition Space, goods and/or services and the related taxes, including VAT, which are either contracted or where the Participant fails to provide the contracted barter goods and / or services and related invoices by the agreed date must be physically paid at least two (2) weeks before the Exhibition commencement date unless specifically agreed otherwise.

### 3.0 APPLICATION FOR PARTICIPATION

3.1 All Participants must complete, sign and return the Contract for Exhibition Participation to the Organiser. By signing the Contract, the Participant accepts these Terms & Conditions, which together form the offer for the Participant to contract for Exhibition Participation / Exhibition Space.

3.2 Acceptance of a Participant shall be by countersignature on the Contract by a duly authorised representative of REL. Upon acceptance, the issuance by REL of an Exhibition Participation Confirmation Notice, in response to a submitted Contract, creates a legally binding Contract between REL and the Participant.

3.3 Where the Contract includes any provisions that conflict with or are additional to these Terms & Conditions, the terms of the Contract shall prevail to the extent of any such inconsistency or additional term.

### 4.0 EXHIBITION PARTICIPATION INSURANCE

4.1 Each Participant must have general public liability insurance against claims for personal injury, death or property damage, arising out of or in any way connected to their participation in the Exhibition. The Participant is required to indemnify and hold harmless the Organiser and the Exhibition Venue from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits, in respect of each and every claim and all actions, proceedings, costs, claims and demands in respect thereof. **Participants with Exhibition Space** must take out and maintain public liability insurance providing a minimum indemnity of Euro (EUR) 2 million or local currency equivalent for personal injury, death or property damage in any one (1) occurrence for the duration of the Exhibition including the construction and dismantling periods, and must provide proof at least two (2) weeks prior to the Exhibition build-up commencement date. Stand construction companies engaged by Participants must have their own separate insurance cover providing a minimum indemnity of Euro (EUR) 2 million or local currency equivalent for the duration of the construction and dismantling periods.

4.2 Each Participant acknowledges that they are responsible for obtaining, for their protection and entirely at their own expense, such property insurance for their exhibits and display materials as they deem appropriate and in accordance with these Terms & Conditions. The Participant understands that neither REL, the Exhibition Venue, nor the General Service Contractor maintains insurance covering the Participant's property and it is the sole responsibility of the Participant to obtain such insurance.

4.3 The Participant must provide proof of any of the foregoing insurance to the Organiser when contracting, whether by certificate of insurance or otherwise, at the discretion of the Organiser.

4.4 If a Participant or Exhibitor Appointed Contractor brings a vehicle onto the Exhibition Venue grounds, it must be insured for third party liability.

4.5 Participants must insure, up to the limit of their Exhibition participation and all other expenses contracted with the Organiser, against the Exhibition being abandoned, cancelled, postponed or curtailed in whole or in part by reason of fire, national emergency, labour dispute, violence, strike, lock-out, civil disturbance, inclement weather or any other circumstances beyond the control of the Participant or the Organiser, including damage caused by attendees to the Exhibition, other Participants or persons acting on their behalf.

4.6 The Organiser shall not be liable to the Participant, or their agents or employees in respect of any actions, claims, losses, costs or expenses suffered or incurred by the Participant as a result of the happening of any such event.

4.7 REL will provide details of a group insurance package (standard and optional Extension for Terrorism) which is available to all **Participants with Exhibition Space**. This covers the Participant and all Stand Partners **but not an Exhibitor Appointed Contractor**. The insurance administration fee will be included on the invoice for Exhibition Space and is dependent on the size. A credit can be given if Participants have their own insurance cover and can provide satisfactory evidence of this to the Organiser's insurance administrator who will then issue an exemption certificate. **Insurance administration fees must be paid, or an exemption certificate provided at least two (2) weeks before the Exhibition commencement date.**

4.8 All Participants agree to supply REL with copies of their own applicable insurance certificates without delay, upon REL's request.

### 5.0 EXEMPTIONS

Applications for any consent by the Organiser must be in writing and must set out full details of the matters for which consent is sought and provided to the Organiser at least six (6) weeks prior to the Exhibition commencement date. Exemptions from any of these Terms & Conditions may be granted at the Organiser's discretion. No exemption given by the Organiser will be effective unless it is in writing and signed by a duly authorised representative of REL.

### 6.0 DATA PROTECTION

6.1 REL is committed to the lawful, fair and transparent use of your personal data and will use your data to fulfil this Contract and on the basis of our legitimate interests to market to you about current and future shows and to share selected personal data with some of our official suppliers providing important exhibition services including internet, electrical points and stand construction, in accordance with REL's Privacy notice. Our official suppliers are listed here [www.imex-frankfurt.com/official-suppliers](http://www.imex-frankfurt.com/official-suppliers).

6.2 REL will be the controller of your personal data provided to, or collected by or for, or processed in connection with our services.

6.3 REL will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of your personal data. You agree and understand that we may process your personal information in accordance with our Privacy Policy notice, which can be found at [www.imexexhibitions.com/privacy](http://www.imexexhibitions.com/privacy).

### 7.0 THE ORGANISER'S RIGHT TO TERMINATE CONTRACT

7.1 If any Participant fails to observe or perform any of the provisions of the Contract, the Organiser shall have the right to terminate the Contract forthwith by notice in writing to such Participant. In such event the exhibits of such Participant shall be removed from the Exhibition Venue at a time to be stated by the Organiser and thereafter such Participant shall not be entitled to access the Exhibition Venue or the Exhibition. The Organiser shall be entitled, if necessary, to remove and deliver such exhibits and property (at the expense of the Participant) to the Participant's address stated in the Contract.

7.2 In the event of termination under Clause 7.1, all monies paid by the Participant shall be forfeited to and retained by the Organiser.

7.3 The Participant shall indemnify REL and its affiliates and their respective directors, officers, agents and employees in respect of all costs, losses, damages or expenses (including any consequential loss or damage or any reasonable legal fees) incurred in respect of the Participant's failure to observe and / or perform the Contract and REL's rights under Clause 7.1.

7.4 If a Participant is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes or executes an assignment for the benefit of creditors, is liquidated or dissolved, or a receiver, trustee, liquidator, or other judicial representative is appointed for its property, the Contract with such Participant shall terminate forthwith except that all monies paid shall be forfeited and the balance of monies due shall be payable ►



forthwith (as cancellation participation costs in accordance with Clause 8.2) and such termination shall be without prejudice to any claim of the Organiser against the Participant in respect of any prior breach.

## 8.0 CANCELLATION

8.1 The Organiser shall have the right at all times to abandon, cancel or suspend the Exhibition in whole or in part in the event that there is likely to be, in the Organiser's reasonable opinion, insufficient participation in and support for the Exhibition. In such circumstances, the decision of the Organiser shall be final. In the event of such an abandonment, suspension or cancellation the Participant shall be entitled to be paid an amount equal to any participation costs paid by them to the date of cancellation, but the Organiser shall not be further responsible to the Participant in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Participant as the result of the abandonment, cancellation or suspension of the Exhibition.

8.2 Where the Participant seeks to cancel their confirmed Exhibition Space after an Exhibition Participation Confirmation Notice has been issued, then provided that the Participant is not in breach of any of its obligations under this Contract, and unless otherwise agreed in writing between the parties, the following cancellation fees will apply, depending on when REL receives notice from the Participant that it wishes to cancel their confirmed Exhibition Space:

- From date of booking, up until nine (9) months prior to the Exhibition commencement date = 10% of participation costs paid or payable
- Between nine (9) months and six (6) months prior to the Exhibition commencement date = 50% of participation costs paid or payable
- Between six (6) months and the Exhibition commencement date = 100% of participation costs paid or payable.

Where the participation costs have not yet been paid by the Participant, REL shall be entitled to be paid such cancellation participation costs, within seven (7) days of the date of cancellation. Where the Participant has already paid such participation costs, then the Participant shall be entitled to a refund of those monies paid up to the amount of the cancellation fee detailed above, depending on the date of notice of cancellation being received by REL, such refund to be made within a reasonable time.

8.3 The Participant acknowledges that where cancellation of an Exhibition Space under Clause 8.2 takes place, then the cancellation participation costs detailed in Clause 8.2 are the sole and exclusive remedy available to the Participant under this Contract, or otherwise.

## 9.0 FAILURE OF SERVICES AND UNFORESEEN EVENTS

9.1 The Organiser will use all reasonable endeavours to ensure the supply of the services of the Landlord and of those mentioned in the online Exhibitor Manual, but they shall not incur any liability to the Participant for any loss or damage, if such services shall wholly or partially fail or cease to be available nor shall the Participant be entitled to any allowance in respect of fees paid or due.

9.2 An 'unforeseen event' means anything outside the reasonable control of the Organiser and/or the Landlord, including but not limited to, acts of God, adverse weather conditions, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, pandemic, notifiable disease, quarantine restriction, labour dispute, labour shortage, power shortage, ceasing to be entitled to access the internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals, failures to approve, sanctions or other authorisations or restrictions imposed) of any government or government agency.

9.3 If the Exhibition Venue becomes unfit or unavailable for occupancy or shall be substantially interfered with, or where the holding of the Exhibition or ability to access the country where the Exhibition is held,

or the Organiser's ability to hold the Exhibition as intended is prevented or interfered with by the occurrence of an unforeseen event and/or the Organiser decide, in good faith, that the Exhibition cannot go ahead at the planned time, then the Organiser's obligation to perform in accordance with the Contract will be suspended and the Organiser shall decide, in good faith, whether the Exhibition is to be cancelled, relocated or postponed to another date. The Organiser shall inform the Participant of such occurrence and its decision to cancel, relocate or postpone the Exhibition as soon as practicable after the unforeseen event, and the Participant waives any claims it might have against the Organiser for refunds, damages or expenses, unless otherwise notified to the Participant by the Organiser. If the Organiser decides to relocate or postpone the Exhibition it shall provide such details to the Participant within a reasonable period and the Contract shall continue in full force.

## 10.0 RIGHTS OF ACCESS

The Organiser and the Landlord and those authorised by them respectively have the right to enter any Exhibition Space at any time to execute works, repairs and alterations for other purposes. No compensation will be payable to the Participant for damage, loss or inconvenience caused by any such entry.

## 11.0 EXCLUSIONS

REL does not represent any companies who visit the Exhibition at the Exhibition Venue and shall not be responsible in any way for their conduct, business practices, or any meetings or negotiations / discussions with such companies. Any companies that conduct business with each other as a result of meeting at the Exhibition are responsible for entering into their own business contracts or negotiations / discussions. All Participants at the Exhibition are requested to adhere to the IMEX Code of Conduct (Diversity and Inclusion) whilst attending the Exhibition which can be found at [www.imexexhibitions.com/legal-stuff#diversity-and-inclusion](http://www.imexexhibitions.com/legal-stuff#diversity-and-inclusion).

## 12.0 SECURITY AND LIABILITY

12.1 All local and national laws shall be observed during the Exhibition in the Exhibition Venue. The Participant shall observe all safety regulations of the Landlord, directives by security personnel and the Organiser's personnel. The Participant shall be liable for all damage to persons or property, or economic losses which have been caused by stand construction (other than where this is done by the General Service Contractor), stand equipment, exhibits and any employees acting on its behalf. The Participant shall obtain all required permits prior to the Exhibition commencement date and have them available for inspection by the Organiser. The Organiser will provide security during the construction and dismantling times as well as throughout the duration of the Exhibition, but will not be liable for the loss or damage of any Participant's property.

12.2 The Participant assumes responsibility and agrees to indemnify and defend REL and its affiliates and their respective directors, officers, agents and employees from any claims or expenses arising out of the use of the Exhibition Venue by themselves, their agents or their employees.

12.3 Nothing in these Terms & Conditions limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by REL's negligence or the negligence of its employees, agents or subcontractors,
- (b) fraud or fraudulent misrepresentation or
- (c) any other liability which cannot be lawfully excluded or limited.

12.4 Subject to Clause 12.3, REL shall not be liable to the Participant, whether in tort (including negligence), contract, breach of statutory duty, or otherwise arising under or in connection with these terms for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of damage to goodwill and any indirect or consequential losses.

12.5 Subject to Clause 12.3, REL's total liability (whether in contract, tort or otherwise) under or in connection with these Terms & Conditions



- ▶ shall be limited to participation costs paid in each Exhibition year (as applicable), under these Terms & Conditions.

### 13.0 INTERPRETATION OF REGULATIONS IN TRANSLATION

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 will be taken as authoritative and prevail.

### 14.0 DISPUTES AND LAW

14.1 The Exhibition will be conducted under the direction of REL and its affiliates. Violations of any of these Terms & Conditions shall entitle the Organiser, among other remedies set forth herein, to exclude a Participant from the Exhibition and/or to recover damages caused by such violations.

14.2 This Contract shall be governed by English Law and the parties must consent to the exclusive jurisdiction of the English courts in all matters regarding it.

### 15.0 FURTHER CONDITIONS

15.1 In any cases not covered by the Terms & Conditions in this Contract, the Organiser shall, acting reasonably, have the absolute right to make further Terms & Conditions appropriate to the circumstances, provided it notifies the Participant of such further Terms & Conditions and the Participant does not raise any objections to such further Terms & Conditions within seven (7) days from the date of notification of the further Terms & Conditions.

15.2 Any other changes to these Terms & Conditions and/or the Contract shall only be valid once agreed and approved by a duly authorised representative of REL, in writing.

## Exhibition Space Management

### 16.0 ONLINE EXHIBITOR MANUAL

Specific information about stand construction, Exhibition build-up and break-down, sustainable exhibiting, transportation, exhibitor services, third party suppliers etc. will be contained in the online Exhibitor Manual.

### 17.0 OCCUPATION AND COMPLETION OF EXHIBITION SPACE

17.1 Allocation of Exhibition Space is entirely at the discretion of the Organiser and is generally allocated on a "first come, first served" basis.

17.2 The Participant and its Exhibitor Appointed Contractors must comply with the Exhibition build-up and break-down times and conditions as set out in the online Exhibitor Manual. It is the responsibility of the Stand Coordinator to maintain personnel at the Stand at all times during the Exhibition hours.

17.3 The Participant undertakes that the Exhibition Space will be ready and all installed and arranged therein for display and all arrangements in connection therewith completed by the Exhibition build-up completion date and time as specified in Clause 1.0. The Participant may not remove any of the exhibits prior to the Exhibition break-down commencement date and time as specified in Clause 1.0. Construction and dismantling hours must be adhered to unless written approval is received from the Organiser.

17.4 Should a Participant fail to occupy the Exhibition Space for any reason, all monies paid shall be forfeited and the balance of the participation costs shall be recoverable forthwith by the Organiser. The Organiser shall be entitled to utilise the Exhibition Space, which had been allotted to the Participant in such manner as the Organiser shall think fit and to recover from the Participant any expenditure incurred in so doing.

#### 17.5 Use of Exhibition Stand

- (i) The Contract constitutes a licence to exhibit and not a tenancy. The Participant agrees to use the Stand for the duration of the Exhibition in conformity with the Organiser's stand construction guidelines.
- (ii) The Organiser has the right to relocate a Stand at its discretion.
- (iii) The Participant and its representatives shall conduct themselves in a business-like manner. The Organiser reserves the right to

revoke Exhibition participation privileges from unprofessional and/or disruptive individuals.

(iv) Floor covering is required for all Stands.

(v) Space Only Stands must have the Organiser's approval for the Exhibition Space design and construction as specified in Clause 18.0.

(vi) The Organiser reserves the right to restrict or remove exhibits that are distracting or detract from the character of the Exhibition.

(vii) The Organiser has the right to re-allocate a Stand at its discretion if the Participant has not appeared or begun to set up the Stand twenty (20) hours prior to the opening of the Exhibition.

(viii) The Participant will be liable for the cost of any additional services/equipment required for its respective Exhibition Stand.

#### 17.6 Subletting

The Participant shall not assign, sublet, share or apportion the whole or any part of the Exhibition Space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the assigned Exhibition Space without the prior written consent of the Organiser.

### 18.0 CONSTRUCTION AND ERECTION OF EXHIBITION SPACE INCLUDING EXHIBITION STANDS

#### Exhibitor Appointed Contractor Registration

It is the responsibility of the Stand Coordinator to register the Exhibitor Appointed Contractors for the Stand. This registration may be submitted via the Stand Coordinator portal or directly to the Organiser. Registrations received directly from an Exhibitor Appointed Contractor will not be permitted.

#### Shell Scheme Stands

##### Stand Fittings

All interior stand fittings must be contained within the Shell Scheme Stand structure and must not exceed 2.5 m in height.

#### Space Only Stands

##### Exhibitor Appointed Contractor Registration

It is the responsibility of the Stand Coordinator to register the stand construction company for the Stand. This registration may be submitted via the Stand coordinator portal or directly to the Organiser. Registrations received directly from a stand construction company will not be permitted. Additionally, the Stand Coordinator must ensure that the Organiser receives a copy of the Stand construction company's third party liability insurance with a minimum insurance limit of Euro (EUR) 2 million before the Exhibition build-up commencement date.

#### Exhibition Space Design

Participants are responsible for their own Exhibition Space design and construction. A plan of the proposed Exhibition Space installation, showing the ground plan, elevation and electrical installations must be submitted in duplicate to the Organiser for examination and approval six (6) weeks before the Exhibition commencement date. All interior Exhibition Space fittings must be contained within the Exhibition Space and should not extend into the aisle area. All plans will be subject to the approval of both the Organiser and the Landlord and must fully comply with the Landlord's regulations. The Organiser reserves the right to prevent work being carried out by or on behalf of any Participant who has not submitted Exhibition Space plans in accordance with this regulation.

#### Exhibition Stand Height and Layout

The overall height of stand fittings for all Stands should not exceed 8.0 m from the floor level. All stand fittings exceeding 6.0 m in height must be set back 1.0 m from the open perimeter of the Exhibition Stand. Hanging banners and other suspensions above the Stand must not exceed a maximum height of 8.0 m and must be placed at least 1.0 m inside the perimeter of the Stand. At least 70% of each of the Stand sides facing the aisle must be left open.

#### Exhibition Stand Number

Space only Stands must ensure their Stand number is clearly displayed. Stand numbering will be provided for Shell Scheme Stands. The



- Organiser reserves the right to affix numbers or directional signs on any Stand in any position.

#### Divided Exhibition Stands

On divided Exhibition Stands, Exhibitors are responsible for erecting and decorating side and back walls facing on to their Stand areas to a minimum height of 2.5 m. Walls above this height must be clad and decorated on BOTH sides from 2.5 m upwards by the Exhibitor who has them erected. Such walls overlooking adjoining Stands must be finished in plain white colour only. In the event that the Exhibitor fails to erect, clad and decorate such walls to the Organiser's satisfaction, the Organiser reserves the right to remedy such walls at the expense of the Exhibitor. The minimum height for dividing walls is 2.5 m. The maximum height for dividing walls of single storey Stands is 6.0 m.

#### 2-Storey Exhibition Stands

Written application for permission to design 2-storey Stands must be made to the Organiser not later than six (6) weeks prior to the Exhibition. All such 2nd storeys should be used for entertainment purposes only and not for Exhibition display purposes. All 2-storey Stands must fully comply with the Landlord's regulations.

#### Exhibition Space

All displays and exhibits must be completed by the Exhibition build-up completion date and time as specified in Clause 1.0. There will be a penalty charge for Stands that are not completed by this time. The Organiser may, at the expense of the Participant, remove or alter anything in or forming part of any Exhibition Space, if, in their opinion, it is desirable to do so in the interests of the Exhibition.

Electrical Installations: all electrical installations must be carried out by the General Service Contractor appointed by the Exhibition Venue for the area in which the Exhibition Space is situated.

#### 18.1 Use of an Exhibitor Appointed Contractor

The Participant hereby agrees not to contract for, nor to use, any services in connection with its exhibit in the Exhibition Venue except such as shall be made available or approved by the Organiser not less than thirty (30) days before the Exhibition commencement date. The Participant shall supply to the Organiser the names of any persons or organisations other than those designated as Exhibitor Appointed Contractors, who are proposed for the performance of any service for the Participant. The Organiser will promptly notify the Participant of its approval or disapproval of such selections. Use of any non-official service contractor is also subject to those designated contractors providing proof of insurance to the Organiser thirty (30) days prior to the Exhibition commencement date. Exhibitor Appointed Contractors include installation and dismantling contractors, florists, photographers, furniture and carpet suppliers and any other supplier or contractor used by the Participant that is not the General Service Contractor. Certain services are supplied exclusively by contractors of the Exhibition Venue and Participants are required to use their service for: stand cleaning, electrical, internet, plumbing, rigging, telephones and video signal distribution.

#### 18.2 Exhibition Space Cleaning

It is the responsibility of the Participant to ensure that the Exhibition Space is kept clean and tidy during the period of the Exhibition. Basic Exhibition Space cleaning (vacuuming and emptying waste bins) will be carried out at no extra charge to the Participant – this does not apply to a 2nd storey. Additional cleaning services can be booked via the online Exhibitor Manual.

#### 18.3 Fire Regulations and Safety

All fabrics or other material used for decoration or display purposes shall be flameproof. All Participants must fully comply with the Landlord's and the Authorities' regulations in respect of fire, health & safety and emergency access and exits. Please note: special fire safety restrictions apply on partially covered and 2-storey Stands. For further details please contact the IMEX Operations department, [operations@imexexhibitions.com](mailto:operations@imexexhibitions.com)

#### 18.4 Damage to the Exhibition Venue / Dismantle

The Exhibition Space is to be returned by the Participant in the same condition as it was handed over. No nails, screws or other fixtures may be driven into any part of the Exhibition Venue including the floors and pillars. In the case of any damage to the Exhibition Space or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at the Participant's expense. If the clearance of the Exhibition Space has not been undertaken in good time, the Organiser may have it cleared and the goods put in storage at the expense of the Participant. The Organiser shall assume no liability for exhibits left behind.

#### 19.0 ENTRANCE POLICY

Entrance to the Exhibition is limited to trade personnel only. No person under the age of eighteen (18) years can be admitted to the Exhibition either during build-up, Exhibition days or break-down. This rule also applies to Participants' children and has to be rigidly enforced to comply with the safety regulations of the Exhibition.

#### 19.1 Badges

The Organiser will issue official badges of admission and no other forms of entrance ticket will be valid. No Participant will be admitted to the Exhibition without an official badge issued to them by the Organiser. Badges are not transferable. The Organiser reserves the right, at their discretion, to withdraw any badge issued to any Participant for any justifiable reason in their opinion, for example, if complaints have been received concerning the Participant's conduct.

#### 19.2 Conduct of Participants

Every Participant shall ensure that their Exhibition Space is open to view and staffed by competent representatives during Exhibition hours. If any Participant fails to open their Exhibition Space or uncover their exhibits, the Organiser may do so or may arrange for the Exhibition Space and exhibits to be removed and the Participant shall be liable for any charges that may be incurred. The Organiser will not be liable for any losses, including, without limitation, consequential losses, sustained by the Participant as a result of this action. The Organiser reserves the right to stop any activity on the part of any Participant that may cause annoyance to other Participants or attendees. Business must be conducted only from the Participant's own Exhibition Space and under no circumstances may this be carried out from an aisle or elsewhere within the Exhibition. Every Participant, and all persons for whom they may be responsible, must conduct themselves in an appropriate manner. Any person failing to comply with this regulation may, at the discretion of the Organiser, be removed from the Exhibition Venue and refused re-entry during the period of the Exhibition. Participants are not permitted to organise functions or events for buyers during Exhibition opening hours that take place outside of the show floor. In all cases, during Exhibition opening hours, Participants should organise functions or events for buyers on their Exhibition Space, unless specific permission has been given, in writing, by the Organiser.

All Participant promotional material and goods are limited to the designated Exhibition Space.

Participants are not allowed to carry out publicity activities outside the boundary of the Exhibition Space or in front of the Exhibition. Acoustic presentations are permitted only if they are arranged in a way that other Participants are not disturbed by them and attendees are not disturbed or hampered by them. The Organiser reserves the right to stop immediately any publicity / presentations that have not been approved and do not meet the standards of the Exhibition. In the event of complaints, the Organiser reserves the right to suspend any entertainment formats for the remainder of the Exhibition.

#### 20.0 PROHIBITED ACTIVITIES

##### 20.1 The Participant shall not:

- (i) Display, produce, make use of or distribute any obscene material or behave in a manner which may cause offence to attendees, other Participants (and their employees, personnel and representatives) or



- the Organiser (and its employees, personnel and representatives).
- (ii) Undertake any auctioning, pitching, raffles, tombola, pick-a-ticket or similar activity at the Event without the Organiser's written permission. If permission is granted, the Participant shall adhere to the requirements of applicable law.
  - (iii) Distribute or display leaflets, posters or other promotional material outside the confines of the Stand Space without the Organiser's prior written consent.
  - (iv) Display or sell any product or service featuring any brand or logo belonging to the Organiser without the Organiser's prior written consent.
  - (v) Undertake any unauthorised trading (that is, selling products or services or canvassing for orders otherwise than by the Participant at its own Exhibition Space in the normal course of its business), leafletting, bannering, photography for commercial gain or any other activity deemed inappropriate by the Organiser. No magazines, posters or other promotional material provided by or published by any commercial publisher shall be displayed or sold without the Organiser's prior written consent.

20.2 If at any time before or during the Exhibition it appears to the Organiser that the Participant may be engaged in activities which are contrary to the best interests of the Exhibition or which appear to be unethical or in breach of the Contract or the law, the Organiser may, without incurring any liability to refund the participation costs, cancel the Participant's Exhibition Space allocation and refuse entry or require it (and its employees, personnel and representatives) to vacate the Exhibition Venue, as appropriate. The Organiser will refuse the Participant the right to participate further in the Exhibition.

## **21.0 ELECTRICAL REQUIREMENTS, HAZARDOUS MATERIALS AND FIRE PRECAUTIONS**

21.1 The Organiser will appoint an official electrical contractor who will carry out and check all electrical installations and connections during the Exhibition, and if necessary, will provide additional lighting and power services to the Exhibition Space. If an electrical contractor has not been appointed the Participant may provide its own electrical equipment where such fittings are complete, industry approved and have been properly tested as ready for connection to the main supply. The Participant shall ensure that electrical equipment on the Exhibition Space complies with the Regulations for Electrical Equipment of Buildings approved by the Institute of Electrical Engineers and any statutory or local regulations or requirements to which the Exhibition may be subject (the Regulations). The Organiser shall not be responsible for the condition or compliance of the Participant's own electrical equipment to the Regulations and reserves the right to remove any such equipment that either the Organiser or the Landlord considers not to comply or to be dangerous. The Participant warrants that any equipment supplied by it shall be of satisfactory quality and shall indemnify the Organiser for any actions, claims, losses (including without limitation consequential losses), damages, cost and expenses which may be brought against, suffered or incurred by it, as a result of a breach of this warranty.

21.2 The Participant shall conform to the statutory or local regulations or requirements applicable to explosives and dangerous and hazardous materials, combustible or otherwise and shall immediately remove any such materials or exhibits that do not so comply, at the Organiser's request. All flammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which the Exhibition may be subject.

21.3 The Participant shall keep clear of the floor and gangways all electrical wiring and cables and shall not store any packing materials or empty boxes on or behind the Exhibition Space.

21.4 Fire points and exits must be kept clear at all times. The Participant must adhere to all fire and safety regulations which affect the Exhibition and shall ensure that its employees, personnel and representatives who are attending the Exhibition have familiarised themselves with them.

## **Marketing and Promotion**

### **22.0 EXHIBITOR LISTINGS**

An online Exhibitor Directory and Exhibitor Listing will be produced; the Organiser does not accept any responsibility for any omissions, misquotations or other errors, which may occur in the compilation of these listings.

### **23.0 MEDIA AND PRESS RELATIONS**

Any activities conducted by the media whether arranged by the Participant or separately shall be conducted through the Organiser's Press Office.

### **24.0 PHOTOGRAPHY AND VIDEO MATERIALS**

The Organiser plans to take photographs and video material at the Exhibition and reproduce them in IMEX educational, news or promotional material, whether in print, electronic or other media, including the IMEX websites. The Organiser reserves the right to crop, splice, treat and edit any imagery or photographs taken at the Exhibition. The Participant waives the right to inspect or approve the finished product, including written or electronic copy. Additionally, all rights to royalties or other compensation arising or related to use of the name, photograph or biography are waived by the Participant, Participant's agents or employees. All photographs and video materials become the property of REL. Such postings may be displayed, distributed or used by REL for any purpose. Exhibition Space other than the Participant's own, or "IMEX in Frankfurt" / Exhibition-related articles may not be photographed, drawn, copied or reproduced without the written permission of the Organiser.

### **25.0 USE OF IMEX® AND LOGOS**

IMEX® is a registered trademark of REL. A limited non-exclusive licence (which may be terminated at any time) to permit the use of IMEX logos and banners is provided, via the Exhibitor portal, solely for the purpose of enabling Participants to indicate their participation at the Exhibition. These logos and banners remain the property of REL and its affiliated companies, and no commercial use of any kind including (but not by way of limitation) the use on or by websites or mobile applications, may be made using such IMEX logos and banners in any circumstance without the prior written consent of REL.

### **26.0 USE OF PARTICIPANTS' LOGOS**

The Participant grants a limited licence to REL to reproduce, use and display any Participant Intellectual Property Rights (IPR) solely for the purpose of promoting the Participant's attendance at the Exhibition. The Participant warrants that it has all the rights necessary to grant such use of the IPR for such purposes. Such IPR remain the property of the Participant and will not be used by REL for any other use without prior written consent of the Participant.

### **27.0 LICENCES AND PERMITS**

27.1 Each Participant is responsible for obtaining all necessary licences and permits to use live music, photographs or other copyrighted material in their Exhibition Space or display or uploaded to REL's website. No Participant will be permitted to play, broadcast or have performed any live music or use any other copyrighted material, such as photographs or other artistic works, without the appropriate licence or permit to use such live music or copyrighted material.

27.2 The Organiser reserves the right to remove from the Exhibition Venue or REL's website all or any part of any Exhibition Space, display or material which incorporates live music, imagery, photographs or other copyrighted or trademarked material and for which the Participant fails to produce proof that the Participant holds all required licences.

27.3 The Participant shall remain liable for and shall indemnify and hold REL and its affiliates and their respective directors, officers, agents and employees, harmless from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable legal fees, arising from or out of any violation or infringement (or claimed violation or infringement) by the Participant, Participant's agents or employees of any patent, image, copyright, trademark or trade secret rights or privileges whether during the Exhibition or supplied to REL for inclusion in the website, Exhibitor listing or other online or printed IMEX related material.



