

TERMS AND CONDITIONS

Note: These Terms and Conditions apply for any Exhibition orders as set out in the Contract to Exhibit. For virtual events or the digital elements of hybrid events, please also note Clause 28 specifically.

1. Definitions

1.1 The following definitions shall have the following meanings:

- (a) "Authorities": the relevant District or County Council, Metropolitan Borough Council or other local authority; the relevant Fire Brigade; the relevant Police Department; The Home Office; HMRC and/or any other relevant Governmental department or body or any other competent authority having jurisdiction in respect of the locality in which the Exhibition is located, in respect of the Exhibition, any exhibit included in the Exhibition or any activity connected with the Exhibition;
- (b) "Contract to Exhibit" the Contract to Exhibit to apply to take a Stand at the Exhibition and / or Virtual Event completed and signed by the Exhibitor;
- (c) "Cancellation Fee": is equal to the total calculation in accordance with Clause 3 of these Terms and Conditions.
- (d) "Charges": the total cost payable by the Exhibitor as specified in or notified to the Exhibitor pursuant to the Contract;
- (e) "Contract" the binding agreement between the Organiser and the Exhibitor comprising the Contract to Exhibit and these Terms and Conditions;
- (f) "Data Protection Legislation" means the General Data Protection Regulation EU 2016/679 (to the extent remaining applicable) and the Data Protection Act 2018 and all relevant secondary legislation and regulations in force;
- (g) "Event Platform": means the Exhibition website, app or other digital platform designated to hosting any virtual aspects of the Exhibition or Virtual Event.
- (h) "Exhibition": refers to the event stated on the Contract to Exhibit which may include the Virtual Event also as stated on the Contract to Exhibit;
- (i) "Exhibition Hall": refers to the events centre or venue where the physical element of the Exhibition is to be held;
- (j) "Exhibitor": the applicant named in the Contract and, where the context admits, together with its employees, consultants, agents, contractors and subcontractors;
- (k) "Exhibitor's Manual": the document setting out (among other things) details of the services and other matters relating to the Exhibition, a copy of which will be sent to the Exhibitor in advance of the Exhibition;
- (l) "Organiser": The entity specified in the Contract to Exhibit as the organiser of the Exhibition, together with its employees, consultants, agents, contractors and subcontractors;
- (m) "Owner": all persons having any proprietary right or interest in or over the Exhibition Hall (or any part thereof) from whom the Organiser must obtain the right and any necessary consent or approval to use the Exhibition Hall for the purposes of the Exhibition;
- (n) "person": includes any individual, business, company, sole trader, partnership or other legal entity;
- (o) "Stand": shall, unless otherwise specified, include any stand or space-only site or other area made available to the Exhibitor as shown in the Contract; and
- (p) "Sub-Exhibitor": a person requested by the Exhibitor on the relevant form in the Exhibitor's Manual and agreed by the Organiser to become a sub-exhibitor;
- (q) "Virtual Event": the virtual or hybrid event stated on the Contract to Exhibit.

1.2 References to laws, statutes or regulations shall include references to such laws, statutes or regulations as amended, updated, consolidated or re-enacted from time to time.

2. Commencement and payment

2.1 The Contract comes into effect and is binding on the parties on receipt by the Organiser of a Contract to Exhibit signed by the Exhibitor in a form acceptable to the Organiser. The Exhibitor hereby undertakes to comply with its obligations under the Contract at all times.

2.2 Charges payable by the Exhibitor must be received by the Organiser in cleared funds on the dates as set out on the Contract to Exhibit.

2.3 If payments due are not received by the due dates, the Organiser reserves the right to undertake any or all of the following actions:

2.3.1 exclude the Exhibitor from the Exhibition and / or Event Platform as applicable;

2.3.2 terminate the Contract immediately;

2.3.3 without prejudice to any other rights or remedies of the Organiser charge the Exhibitor interest at the rate of 4% per annum over the Bank of England base rate applying from time to time on any of the Charges not paid by the due dates for payment, from such dates until the same are paid;

2.3.4 charge a fixed late payment penalty of £100.

2.4 VAT: Value Added Tax will be charged on invoices to Exhibitors as required and if applicable.

2.5 The Organiser accepts payment by personal or corporate credit card but American Express / AMEX cards will not be accepted by the Organiser. No fee will be charged for payments made using accepted credit cards.

3. Withdrawal, cancellation and reduction of space

3.1 If an Exhibitor:

(a) Gives notice of its desire to cancel its participation in the Exhibition after the Contract has been entered into; or

(b) fails to meet any payment obligation (whether as to the amount or date of payment); or

(c) fails to attend and occupy the Stand at least 2 hours before the Exhibition opens;

the Organiser reserves the right to resell or reallocate the Stand and the Exhibitor will be liable to the following Cancellation Fee:

(d) Within 14 days of the date of this Contract - 10% Cancellation Fee;

(e) More than 4 calendar months prior to the date of the Exhibition - 50% Cancellation Fee; and

(f) Less than 4 calendar months prior to the date of the Exhibition - 100% Cancellation Fee.

3.2 Written notice of cancellation must be received by the Organiser not later than the relevant date stated above. It is the duty of the Exhibitor to ensure that the notice has been received.

3.3 Notwithstanding that the Organiser may resell or reallocate the cancelled Stand or space (or as reduced as provided below) the Exhibitor is liable for the full Cancellation Fee as set out above.

3.4 If an Exhibitor wishes to reduce the size of a Stand or space once the Contract has been entered into written notice of such a wish must be given to the Organiser. The Organiser in its discretion may reduce the Charges proportionately according to the amount by which the Stand area is reduced and the Organiser may resell or reallocate the excess space in question.

3.5 To the extent that any such amounts have not been paid, the balance shall be immediately due and payable and if more than the Charges as so reduced has been paid, the Organiser shall refund the balance to the Exhibitor following receipt of the notice referred to in paragraph 3.4.

4. Licence to occupy and alterations

4.1 The Contract (among other things) constitutes solely a license to exhibit at the Exhibition and is not a tenancy and no right, title or interest in land or buildings is created.

4.2 The Organiser reserves the right at any time to make such alterations to the floor plan of the Exhibition as may in the Organiser's opinion be necessary in the best interest of the Exhibition as a whole and to alter the shape, size or position of the space allotted to the Exhibitor.

4.3 If, as a result, the space allotted to the Exhibitor is reduced, a proportionate allowance will be made to the Exhibitor by adjustment of the Charges. No alteration to the space allotted will be made in such a way as to impose on the Exhibitor any greater liability for Charges than provided in the Contract.

5. Exhibitor's Manual

A copy of the Exhibitor's Manual will be delivered to the Exhibitor prior to the Exhibition. All relevant forms must be completed and given to the Organiser by the dates stated on the forms.

6. Postponement or cancellation and exercise of rights

6.1 The Organiser may at any time by notice cancel, postpone or (if started) suspend the Exhibition, in whole or in part (a "Cancellation Event") in the event of:

- (a) an epidemic or pandemic (as defined by any recognised regulatory agency) or other health emergency;
- (b) an act of God, fire, explosion, flood, drought or other natural disaster;
- (c) a terrorist act, threat of terrorism, strike, lockout, civil disturbance, protest, demonstration, riot, war, accident;
- (d) the non-availability of the Exhibition hall for other reason, the suspension of road or public transport or an order or action by an Authority making the Exhibition impractical;
- (e) in the Organiser's opinion a shortage of bookings or other support by suppliers, Exhibitors or visitors for the Exhibition; or
- (f) travel advisory or travel alert issued by the World Health Organisation, the UK Home Office or any other Authority
- (g) any other cause not within the Organiser's reasonable control.

6.2 If a Cancellation Event occurs the Organiser:

- (a) may in its sole discretion decide to hold the Exhibition in another place and/or at a later date whether that date falls in the same calendar year of the Exhibition or otherwise;
- (b) is not required to give any allowance or refund and may retain all Charges paid to date and all further Charges remain payable, except in the case of 6.1(e) when a full refund will be made;
- (c) is not liable in any way to the Exhibitor, including, without limitation, in respect of any actions, claims, liabilities, damages, losses (including consequential losses), loss of sales, loss of opportunity, damage to reputation, or costs or expenses suffered or incurred by the Exhibitor, whether directly or indirectly, as a result of the Cancellation Event; and
- (d) may determine whether to terminate the Contract in whole or part.

6.3 The Organiser shall be entitled to exercise all or any of the rights, powers or discretions conferred on it by this paragraph 6 without assigning any reason. In no circumstances shall the exercise by the Organiser of any of these rights, powers or discretions give rise to any claim against it.

7. Application, interpretation and amendments

The Organiser reserves the right to add to, alter or vary any of the terms of the Contract, either generally or in respect of one or more exhibitors, to the extent in the Organiser's opinion necessary:

- (a) to comply with any relevant Authorities;
- (b) to remove any ambiguity or inconsistency;
- (c) to ensure the smooth running of the Exhibition;
- (d) to better protect the interest of the exhibitors as a whole;
- (e) to comply with any insurance policy of the Organiser or Owner; and
- (f) to alleviate or remove any actual or potential risk to the health or safety of persons in the Exhibition.

8. Disputes

Questions or disputes that may arise between the Organiser and the Exhibitor or between exhibitors regarding the interpretation or meaning of this Contract or the implementation thereof, and all questions and disputes not provided for by this Contract, shall be referred to and determined by the Organiser whose decision in relation thereto shall be final.

9. Occupation of the Stand

9.1 The Exhibitor is obliged to occupy the Stand allocated by the Organiser. The Stand must be occupied by representatives of the Exhibitor (or Sub-Exhibitor if applicable) at all times during the hours that the Exhibition is open to the public.

9.2 In no circumstances will an Exhibitor be permitted to erect or occupy its Stand if the Charges have not been paid in full. Should an Exhibitor be prevented from occupying its Stand for this reason, all Charges paid shall be forfeited and the balance of the whole of the Charges due under the Contract shall be recoverable forthwith by the Organiser. The Organiser shall be entitled to utilise the Stand allotted to such an Exhibitor in such manner as the Organiser thinks fit, and to recover from the Exhibitor any expenditure involved in so doing.

9.3 All exhibits, products and materials of the Exhibitor in the Exhibition Hall are subject to a general lien and power of sale in favour of the Organiser for all Charges or other sums due from an Exhibitor to the Organiser.

9.4 The Exhibitor shall not distribute leaflets or other materials or promote products or services in the Exhibition Hall except on the Stand as detailed on the Contract.

9.5 Where the exhibitor is selling food for consumption onsite, a food concession fee will be charged in accordance with the terms of the Exhibition Hall, chargeable in advance, or at a higher rate onsite. No stands selling food for onsite consumption will be allowed to trade for any of the Exhibition without paying the given fee.

9.6 Unless permitted by the Organiser, the Exhibitor shall not within the Exhibition Hall:

- (a) promote its participation in any other event;
- (b) make sales of products or services for cash or in kind;
- (c) bring or distribute alcoholic beverages or operate games of chance or lottery devices;
- (d) use live microphones or loudspeakers (other than laptops and like devices) or cause annoyance to other exhibitors or visitors or do or say anything derogatory or detrimental to the reputation of the Organiser or others; or
- (e) take photographs or video or audio recordings for commercial purposes.

10. Subletting

10.1 Exhibitors shall not sublet or divide the Stand allotted to them or permit the Stand to be utilised by any other person without the Organiser's prior consent in writing by completing the Sub-Exhibiting form in the Exhibitor's Manual.

10.2 Without the written consent of the Organiser, no name(s) other than that of the Exhibitor may be displayed on the Stand, nor may any literature or marketing in any form in respect of any goods or products other than those of the Exhibitor be displayed or distributed.

10.3 After approval had been obtained for sub-letting a stand the Exhibitor shall pay an additional fee in respect of each Sub-Exhibitor. The fee will include a free inclusion into the show catalogue, a fascia board with the Sub-Exhibitor's name (space permitting) and named exhibitor badges for the Sub-Exhibitors.

10.4 The Exhibitor will be responsible for the Sub-Exhibitor's acts, errors and omissions and for any subsequent costs incurred by the Sub-Exhibitor.

11. Right of entry

The Organiser and the Owner and those authorised by them respectively have the right to enter the Exhibition Hall and Stands at any time to carry out inspections, execute works, repairs and alterations and for all other purposes. No compensation will be payable to the Exhibitor for damage, loss or inconvenience caused by the reasonable exercise of this power.

12. Insurance and Risk

12.1 Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise), arising in connection with the erection and dismantling of the Exhibitor's Stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or during the construction and dismantling periods arising directly or indirectly by the act, omission or neglect of the Exhibitor or from any exhibit, article or thing in the possession or use of or under the control of the Exhibitor.

12.2 Each Exhibitor exhibits entirely at its own risk and responsibility and should ensure that it takes out and maintains insurance to cover its losses or liabilities arising out of or in connection with the Exhibition.

12.3 The Organiser will take such precautions as it may consider appropriate for the proper running of the Exhibition but will not at any time be responsible for the loss of, or damage to, or safety of any Stand, exhibit, materials or other property of any Exhibitor or any other person under any circumstances.

12.4 All Exhibitors must obtain their own insurance against all relevant risks. In any event, each Exhibitor must hold: Public Liability policy of insurance to cover its legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the Exhibition Hall for a limit of at least £2,000,000. Or in each case, such other amount as the Organiser may require. All such policies of insurance shall be produced to the Organiser at least 24 hours prior to trading and if the Exhibitor persistently fails to produce the same, the Organiser may arrange cover on the Exhibitors behalf and charge the Exhibitor for all costs thereby incurred.

12.5 The Organiser may arrange for Exhibitors to be offered an option to be included on the Organiser's group policy, details of which will appear in the Exhibitor's Manual. Such policy is not endorsed or otherwise recommended by the Organiser and its appropriateness for the Exhibitor must be assessed by the Exhibitor.

12.6 If you have elected to be included on the Organiser's group policy, the Public Liability and Property Fee has to be paid to the Organiser and then the Exhibitor will benefit from the protection underwritten by Hiscox Insurance Company Limited. It is mandatory to have the minimum insurance described below, to participate at the Exhibition. You should consult your own insurance advisor should you have any doubts about the suitability of this protection for your needs. No refunds shall apply during or post trading.

12.7 A summary of the optional exhibition insurance coverage is detailed below. If you have any questions, please contact James Hallam on 01245 204565:

General Information: Please note that our terms and conditions require you to carry a £2m limit of Public Liability Insurance. This is not the same as Employers' Liability insurance, which is mandatory in the UK. It is the responsibility of the Exhibitor to ensure that it takes out and maintains insurance to cover its losses or liabilities arising out of or in connection with the Exhibition including:

- (i) insurance of the Exhibitor's property;
- (ii) liability for injury sustained by employees including agency and freelance staff or third parties;
- (iii) liability for loss or destruction of or damage to property of the Exhibition Halls, the Organisers and any third party; and
- (iv) insurance against losses arising out of the cancellation of the Exhibition due to causes beyond the control of the Organisers

You may already have Public Liability cover, however it is important to note that not all business policies offer cover for organised events taking place outside your business premises. If in doubt you should consult your insurance provider.

We wish to draw your attention to our policy which is arranged via James Hallam and includes the following cover:

Exhibition Property:

Standard Limit £10,000

Physical loss of or damage to your Stand or shell, all exhibits, display material, furniture and all other property to be contained on your Stand whilst contained within the Exhibition Hall or in transit to and from the Exhibition Hall. The Organiser's group policy does not cover technical equipment, clothing, personal property, jewellery, watches, precious metal or stones, furs, money, securities, deeds, evidence of debt or other valuable paper.

Exhibitor Liability:

Standard Cover £2,000,000 any one occurrence

Legal liability of the Exhibitor to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party or damage to their property at the Exhibition Hall

The Organiser's group policy is underwritten by Hiscox Insurance Company Limited but arranged via James Hallam Ltd, Saxon House, Duke Street, Chelmsford, Essex CM1 1HT. If you have any queries regarding the insurance cover provided please speak to James Hallam direct on 01245 204565. A member of their team will be happy to assist.

If you decided not to be included in the Organiser's group policy cover, please bring your Insurance Validation Certificate together with a copy of renewal confirmation if your insurance has renewed in the intervening period. You may be required to prove this to the Owner of the venue (or one of our representatives) and failure to produce the documentation at the time may result in access to the Exhibition Hall being refused.

If you decided not to be included in the Organiser's group policy, you are required to submit proof of your Insurance Validation Certificate via return. All insurances must be received prior to going onsite. Failure to remit a valid insurance certificate which is in date, has a value of £2,000,000 liability and is in the same company name as your contract will result in us charging a minimum of £200 for inclusion in the group policy. Any claim made against the Hiscox policy provided by the Organiser will result in a £250 excess for each and every claim made.

13. Approval of exhibits and materials

The Exhibitor must satisfy itself that its exhibits and/or products comply in all respects with this Contract and the applicable requirements of all relevant Authorities. The Organiser reserves the right at any time before or during the Exhibition to require any exhibit (in whole or part) and any material or product be removed.

14. Stand constructions

14.1 Shell scheme Stands will be provided by the Organiser and will be in accordance with the specifications given in the Exhibitor's Manual. The conditions governing the carrying out of all additional construction work, with which the Exhibitor must comply, are also contained in the Exhibitor's Manual. All corner site Stands must retain their open sides and the Exhibitor must not erect a wall or solid object above a height of 1m.

14.2 Space only Exhibitors must make their own arrangements for Stand design and construction of Stands for space only sites and may use either the official contractor or a contractor of its choice. All such Stands must be subject to the approval of the Organiser and the Exhibitor must submit detailed drawings with full plan/elevations and details of construction and other works to be carried out, materials, method of construction and the name of the proposed contractor, at least two months prior to the opening of the Exhibition. Positions and dimensions of machinery and large exhibits must be shown. No solid walls along the circumference of the Stand will be permitted. Exhibitors must satisfy the Organiser that the erection and demolition of the Stand can be carried out safely and within the allotted time.

15. Promotion and representation

15.1 The Organiser will use its reasonable endeavours to organise and promote the Exhibition in such a manner as it considers appropriate and it reserves the right to amend or vary the manner or methods of such organisation and promotion.

15.2 Any statements made by or on behalf of the Organiser as to audience projections or methods or timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

15.3 The Organiser makes no guarantee on the size of the attending audience or the demographic of the attending audience at the Exhibition.

16. Exclusion from the Exhibition

16.1 Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the Exhibition:

(a) the Organiser shall be entitled (i) at the Exhibitor's risk and expense to break open any locks, doors, night sheets, or other protective structure on the Stand or any containers and to dismantle its Stand and to remove and take possession of (and if it thinks fit to place in store) any exhibits or other goods (including any Stand fittings) belonging to the Exhibitor and; (ii) to enter a contract with some other person to occupy the Stand;

(b) the Exhibitor shall refund to the Organiser any expenses (including storage charges) which the Organiser may have suffered or incurred, and the Organiser shall have a lien on all exhibits or other goods taken into its possession for all sums due to it from the Exhibitor, including any such expenses and the costs of enforcing the Exhibitor's rights hereunder; and

(c) the Exhibitor shall indemnify the Organiser against all claims, demands or proceedings that may be made or threatened against the Organiser by any third party which arise as a result of the Organiser exercising its power under this paragraph 16.

16.2 The Organiser shall not incur any liability to the Exhibitor by reason of excluding the Exhibitor or of the exercise by the Organiser of any of its powers under this paragraph 16 nor shall the Organiser be liable to the Exhibitor for any loss or damage to any Stand, exhibits or goods howsoever caused; and

16.3 The Exhibitor so excluded shall not be entitled to any refund of the Charges or for expenditure incurred for Stand construction or materials or for Exhibits or otherwise in connection with the Exhibition as if he had occupied the Stand throughout the Exhibition.

17. Total liability

17.1 The Organiser's total liability in contract, tort, (including negligence or breach of statutory duty) or otherwise arising from or in connection with the performance or contemplated performance of this Contract shall be limited in all circumstances to the Charges paid or payable by the Exhibitor.

17.2 Nothing in the Contract shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

18. Termination for cause

18.1 The Organiser shall be entitled to terminate this Contract on immediate notice and exclude the Exhibitor from the Exhibition Hall if the Exhibitor:

(a) or its Sub-Exhibitor commits any breach of or fails to observe any term of the Contract;

(b) becomes insolvent or any liquidation or administration proceedings are commenced (other than voluntary liquidation for the purpose of amalgamation or re-construction) or a receiver is appointed; or

(c) fails to pay any sum due under the Contract as provided herein.

18.2 If so terminated the Organiser shall have no liability to the Exhibitor for such termination and/or exclusion or to refund any of the Charges paid or payable.

18.3 Any termination of the Contract by the Organiser for any reason shall be without prejudice to the accrued rights and entitlements of the Organiser in respect of any antecedent breach or unfulfilled obligation of the Exhibitor.

19. Health and safety

19.1 The Exhibitor is responsible for ensuring that its Stand is maintained in a clean and orderly state during the Exhibition.

19.2 The Exhibitor's materials must conform to applicable laws, regulations and conditions concerning dangerous materials, combustible or otherwise.

19.3 All inflammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with applicable law and the Exhibitor must adhere to all fire and safety regulations which affect the Exhibition Hall.

20. Data protection

The Exhibitor shall comply with all applicable requirements of the Data Protection Legislation in its collection, use, processing and storage of personal data from visitors to the Exhibition or otherwise. The parties acknowledge that, in respect of such personal data, for the purposes of the Data Protection Legislation, the Exhibitor is the Data Controller. Without prejudice to the generality of this clause, the Exhibitor shall ensure that it has all necessary appropriate consents and notices in place.

21. Data

The Organisers, work with contractors who provide services on its behalf, and that allow the Organiser to build and service the Exhibition and the Exhibitor's requirements, including stand build, electrics and registration services. You authorise the Organiser to provide your contact details to the Organiser's contractors or other appropriate third parties so that they can contact you directly to organise these services.

22. Intellectual property

22.1 The Exhibitor may only be entitled to use the Organiser's name, uses and logos for the purposes of promoting its attendance at the Exhibition and in accordance with any style guides or other instructions issued by the Organiser.

22.2 The Exhibitor hereby grants to the Organiser a worldwide, non-exclusive, royalty-free licence to use its name, logos and trade marks (registered or otherwise) for promotional and commercial use in connection with the Exhibitor's involvement with the Exhibition (including, without limitation in any online or physical promotional materials prepared by or on behalf of the Organiser for the Exhibition).

22.3 Except where the Contract expressly states otherwise, nothing in the Contract shall give either party any right, title or interest in the intellectual property rights of the other or to any associated goodwill and the parties acknowledge and agree that all such rights and goodwill are and shall remain vested in the other.

23. Notices

A notice given to the Exhibitor or the Organiser under the Contract shall be given in writing. Such notice may be given by hand or courier or post to the principal address of the receiving party or by email (in the latter case an acknowledgement shall be requested).

24. Invalidity, representations, governing law etc.

24.1 If any provision or part thereof of the Contract, shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision or part thereof all of which shall remain in full force and effect.

24.2 No statement, representation or warranty (whether express or implied) given or made by or on behalf of the Organiser shall form part of the Contract unless agreed in writing. Any other terms or conditions sought to be imposed by the Exhibitor are hereby expressly excluded.

24.3 The Contract shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

24.4 No failure or delay by any person in exercising any right, power or privilege under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

25. Changes to Dates, Venue or Exhibit Space not due to a Cancellation Event

25.1 The Organiser may, in its sole discretion, change the dates of the Exhibition and/or the venue of the Exhibition or duration or opening hours for the Exhibition upon written notice to the Exhibitor (which may be by email). The Organiser shall not be liable for any costs, damages, fees or other expenses of the Exhibitor as a result of any such change.

25.2 Additionally, the Organiser reserves the right to relocate the Exhibitor to a different Stand within the Venue (to include altering the shape, size and/or position of that Stand) at any time in the best interests of the Exhibition. However, no alteration to the Stand shall impose on the Exhibitor a greater liability for any Charges than that outlined in this Contract.

25.3 The Organiser may retain any portion of the Charges paid and such amount shall be applied as though no change in date, Venue or Stand relocation had occurred. Any remaining payments due from the Exhibitor shall be due in accordance with this Contract. Any cancellation of this Contract by the Exhibitor due to any change in date, Venue or Stand assignment shall be subject to a Cancellation Fee calculated in accordance with clause 3 of these Terms and Conditions.

26. Assignment

26.1 The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Contract without the prior written consent of the Organiser.

26.2 The Organiser reserves the right to assign its rights, liabilities or obligations under this Contract either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment.

26.3 This Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and the Exhibitor.

27. Exhibitor Directory

27.1 The Exhibitor authorises the Organiser to publish the Exhibitor's directory entry on the Exhibition website, in the official catalogue for the Exhibition and/or in any other directory relating to the Exhibition or the relevant industry in any media.

27.2 The Organiser shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Exhibition directory, on the Exhibition website, in the official catalogue of the Exhibition or any other Exhibition publication in any media.

28. Virtual and Hybrid Events – Specific Terms

Space on the Event Platform

28.1 The Organiser shall, in its sole discretion, allocate space and content on the Event Platform between Exhibitors ("Space"), which shall also be deemed to be Space for the purpose of these Terms and Conditions. Subject always to the Exhibitor's compliance with these Terms and Conditions, the Organiser grants the Exhibitor a non-exclusive right to exhibit and promote the Exhibitor's business using the Space on the Event Platform for the duration of the Exhibition.

28.2 The Organiser reserves the right to make alterations to the Event Platform including to the position, prominence and lay-out of any Exhibitor content, materials or advertising without notice in the Space, in its sole discretion and at any time prior to or during the Exhibition.

Exhibitor access to the Event Platform

28.3 The Exhibitor shall ensure that the Space is accessed by appropriately trained representatives of the Exhibitor. Organiser reserves the right to refuse access to, or to block from, the Space any Exhibitor attendee who in its sole opinion places the Exhibitor in breach of these Terms and Conditions, undertakes (or seeks to undertake) any unauthorised access to systems or content (including in respect of other exhibitor, sponsor or attendee content) or who represents a security risk, nuisance or annoyance to the operation of the Event Platform. The Organiser reserves the right to suspend or remove access or block access to the Event Platform at any time for any reason.

28.4 The Exhibitor is solely responsible for ensuring it has the required technical capacity and systems availability to enable access and ensure continual access to the Event Platform.

28.5 The Exhibitor is responsible for ensuring that access by its representatives to the Event Platform is kept secure if the Organiser issues them with a username and password (or other access keys or credentials). The username and password are confidential and remain the property of the Organiser and must not be shared, assigned or transferred to any third party without the Organiser's permission in writing. The Exhibitor acknowledges it must not permit the sharing of any username and password (or other access keys or credentials) and accepts that it will be wholly liable for any acts carried out or omitted to be carried out using those usernames, passwords keys and credentials. Should the Exhibitor become aware of any unauthorised use or other breach of security, the Exhibitor will immediately notify the Organiser.

No misuse

28.6 The Exhibitor shall not, and shall ensure that its representatives shall not interfere with or cause damage to the Event Platform, including but not limited to attempting to circumvent security, hack into or otherwise disrupt or corrupt any computer system, server, website, router or other device, whether knowingly or recklessly. The Exhibitor is responsible for the cost of making good any such damage, whether caused by itself or third parties engaged on its behalf.

28.7 The Exhibitor shall not and shall ensure its representatives shall not procure or transmit the sending of any unauthorised or unsolicited advertising or promotional content or material through the Event Platform that has not been pre-agreed in writing (including by email) by the Organiser.

28.8 The Organiser reserves the right to monitor and moderate the Event Platform, including and content generated by the Exhibitor, but is under no obligation to monitor, moderate or otherwise oversee the Event Platform.

28.9 The Exhibitor shall not download, store, reproduce, transmit, display, copy, distribute, exploit or use the Event Platform and/or any contribution contained in the Event Platform for the Exhibitor's own commercial gain, use the Event Platform and/or any contribution in any manner other than in compliance with these Terms and Conditions, or infringe the Organiser's intellectual property rights or those of any third party in relation to its use of the Event Platform and/or any content.

'As is' provision

28.10 The Exhibitor acknowledges and agrees that the Event Platform is provided "as is" and that Organiser cannot guarantee that the Event Platform will operate continuously, without interruption, securely or without errors and that the Organiser is not liable for any temporary unavailability or disruption to the Event Platform.

28.11 The Exhibitor acknowledges that the Organiser does not endorse or accept responsibility for any content or use of the Event Platform, or any goods or services identified, described or advertised on the Event Platform and is not responsible for ensuring that the Event Platform or any information on it or relating to it is accurate or kept up to date.

Exhibitor Generated Content

28.12 The Parties acknowledge that certain functionality made available on the Event Platform (for example chat functionality, collaboration tools and content generation tools) may enable Exhibitor employees or other representatives (including any Exhibitor speakers) to generate content and that content may be embedded and / or incorporated into the Organiser's Exhibition content or the Event Platform and the Organiser shall have a right to continue to use the content independently of the Exhibitor for future events and for its other business purposes.