

## GENERAL REGULATIONS

RenewableUK is the organisers of the event ("Organiser") and alone is empowered to accept or reject applications and to allocate stands. Its decisions are final.

The signed Exhibition Contract constitutes a legally binding contract for the Exhibitor. All stands are confirmed in writing and the position allocated is definitive. The Organiser reserves the right to change the allocation of any stand in case of unforeseen and/or unavoidable circumstances, beyond its reasonable control.

Exhibitors must comply with the relevant venue terms and conditions, a copy of which are found attached to this Exhibition Contract and are hereby incorporated into this agreement. The burden of any obligations placed on the Organiser (or any of its affiliates) under those venue terms and conditions shall apply to the Exhibitor *mutatis mutandis*. The Exhibitor indemnifies the Organiser for any loss or damage the Organiser suffers as a result of the Exhibitor's failure to comply with the terms of the venue terms and conditions.

## 1. PAYMENT TERMS AND CONDITIONS

- i. All stands must be fully paid within 30 days of the invoice date or before the event opens, whichever is sooner, or a 10% surcharge will apply. In addition, the Organiser reserves the right to claim statutory interest on any unpaid amount at the rate of 8% above the Bank of England base rate for any late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from due date until payment in full.
- ii. In the case of non-payment by the date specified, the Organiser reserves the right to reallocate the reserved stand and refuse entry. The Exhibitor, however, remains bound by the Exhibition Contract and will have to pay the full amount, as per the signed contract, plus any surcharge and interest that applies. Stands will only be placed at the disposal of Exhibitors as soon as they have fulfilled all obligations as stipulated in the Exhibition Contract.

## 2. REDUCTION OR CANCELLATION OF SPACE

- i. Cancellation – Withdrawal must be made by registered post to the Director of Membership, Events and Marketing at RenewableUK. For cancellations made before 3 months of the event opening date, 50% of the invoiced amount for the stand will be payable. Cancellations made within 3 months of the event date will be charged at 100% of the invoiced amount. These cancellation policies will come into effect in all cases and whatever the reason for the withdrawal may be.

## 3. EXHIBITION RULES

- i. Advertising on site is only possible through the channels offered by the Organiser.
- ii. All information relating to the constructing, fitting and dismantling of stands will be sent to each Exhibitor in the form of an Exhibitors' Manual.
- iii. The exact timetable of move-in/move-out days will be given in the Exhibitors' Manual.
- iv. All Exhibitors agree to complete a Risk Assessment and must be insured by a reputable insurance company with sufficient cover for all such risks as would be identified by the prudent business person, including for civil liability, stand material and the goods exhibited, whether these goods or material be their own or a third party's property.
- v. Noisy publicity of any kind, in particular the use of loudspeakers, is prohibited.
- vi. Publicity material may only be handed out on the Exhibitor's own stand.
- vii. No part of the stand may exceed the given stand limits. The Exhibitor is responsible for organising its stand so that all exhibits can be examined and demonstrated within the stand limits as specified in the Exhibition Contract.
- viii. Parts or exhibits exceeding the dimensions or the stand limits may be removed from the Exhibition area by the Organisers at the expense of the Exhibitor.

- ix. Exhibitors undertake to keep their Pod open, dressed and staffed throughout the duration of the Exhibition.
- x. Subject to clause 6 below, by way of their participation, Exhibitors automatically relinquish all claims in the event of an accident or damage against: the Organiser, the venue, the Exhibitors at the Exhibition, the Exhibition visitors and the Conference participants, the directors, representatives, managers and officials appointed by these persons or bodies.
- xi. The Organiser's decision is final.

## 4. LIABILITY

- i. Nothing in this agreement shall limit or exclude a party's liability:
  - a. for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
  - b. for fraud or fraudulent misrepresentation;
  - c. for breach of any obligation as to title or quiet possession implied by statute; or
  - d. or any other act, omission, or liability which may not be limited or excluded by law.
- ii. Subject to Clause 5(i) above, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
  - a. loss of profit;
  - b. damage to goodwill or reputation or loss of data;
  - c. for any indirect or consequential loss,
- iii. Subject to Clause 5(i) above, a party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the total value of contracted exhibition space.
- iv. For the avoidance of doubt, the Exhibitor accepts that it shall be responsible for any loss or damaged suffered by the Organiser or any third party caused by the Exhibitor or any of its employees, agents or sub-contractors (or those of its co-exhibitors).
- v. The Exhibitor accepts that, in its capacity as owner of the premises and of fixed or temporary installations used for the Exhibition, (as well as for the management of the concerns and handling of the activities it administers) the venue is directly responsible for any loss or damage caused to the Exhibitor. As such, the Exhibitor agrees to bring any relevant claim against the venue owner and not against the Organiser.
- vi. The Exhibitor shall not be entitled to any compensation should acts, events, omissions or accidents beyond the Organiser's reasonable control (a "Force Majeure Event") prevent or delay the Exhibition from being held, or limit its size or modify its nature or otherwise cause the Organiser to fail to comply with its obligations under this Exhibition Contract. A Force Majeure Event shall include but not be limited to any of the following: acts of God (including floods and serious inclement weather), fire, industrial action, labour disputes, civil commotion, political or economic circumstances, voluntary or mandatory compliance with any law, non-performance by third-parties, unavailability of supplies, accidental damage, failure of technology, and interruption or failure of a utility service, including but not limited to electric power, water and gas.
- vii. Should it not be possible for the Exhibition to open, all rental fees shall remain the property of the Organiser up to a sum corresponding to the amounts for which it is already committed.
- viii. The Organiser reserves the right to modify or complete at any time the provisions of the present regulations.
- ix. The Organiser reserves the right to assign the Exhibition Contract to any third party, and to subcontract any or all of its rights and obligations under the Exhibition Contract to any third party.

## 5. LAW AND JURISDICTION

The Exhibition Contract shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have non-exclusive jurisdiction to determine any disputes, which may arise out of, under, or in connection with this agreement.