



15th September 2018 | Troxy, LONDON

Account Manager: WM

## APPLICATION AND CONTRACT FOR EXHIBITION SPACE

EXHIBITOR INFO			
Company Name		Contact	
Address 1		Title	
Address 2		Telephone	
Address 3		Mobile	
Postcode		Email	

I am booking a stand at the following show:  Uganda Convention-UK (UCUK) 15th Sept2018

Stand Requirements			
Shell Scheme*		Space Only**	
<small>(*Includes stand walls, carpet &amp; fascia). Any additional such as electric, internet, furniture and lighting are the responsibilities of the exhibitor and carry additional charges.</small>		<small>(**This option provides floor space only - carpet or other flooring is NOT included)</small>	
Stand Number/s		Send Exhibition Manual to	
Stand Size	3x2m	Name	As above
Open Sides		Email	

Additional Items	

Price (£)			
NET	VAT	Grand Total	Payment Terms
n/a			

Accepted & Authorised		The undersigned confirms that he/she is duly authorised on behalf of the company and acknowledges that he/she has read and accepts the terms and conditions of the sale.	
Name		Date	
On Behalf of		Signature	

Further Notes	

# TERMS AND CONDITIONS

## 1. Definitions

In these terms and conditions the following expressions shall have the meanings stated:-

1.1 "Administrative Fee" means a charge levied by the Organiser pursuant to clause 4 to cover its reasonable administrative costs following any cancellation of the Exhibitor's booking of stand space at the Exhibition.

1.2 "Contract" means together these terms and conditions and the Order Form.

1.3 "Exhibition" means the event being organised by the Organiser and described on the Order Form.

1.4 "Exhibitor" means the company firm or individual wishing to take stand(s) at the Exhibition and named on the Order Form and shall be deemed to include (where appropriate) all employees, servants and agents of such company, firm or individual.

1.5 "Force Majeure Event" means fire, storm explosion or any other circumstances beyond the reasonable control of the Organiser.

1.6 "Order Form" means the form attached to these terms and conditions and completed by the Exhibitor by way of an application for stand space at the Exhibition.

1.7 "Organiser" means PRYSM Media Group Ltd".

1.8 "Regulations" means the regulations made by the Organiser and/or the owner of the Venue governing the Exhibition.

1.9 "Rental" means the payments due from the Exhibitor to the Organiser and referred to on the Order Form.

1.10 "Venue" means the premises at which the Exhibition is to be held.

## 2. Application for stand space

2.1 All applications for stand space at the Exhibition shall be made in the form of the Order Form and the Organiser reserves the right to reject any application for stand space at the Exhibition.

2.2 The Contract, together with the Regulations, shall constitute the entire agreement and understanding between the parties with respect to its subject matter.

## 3. Payment for stand space

3.1 The Rental shall be in the amount set out in the Order Form.

3.2 The Exhibitor shall pay the Rental to the Organiser in accordance with the payment plan set out in the Order Form provided that in the absence of any such payment plan, the Organiser shall be entitled to raise an invoice for such Rental at any time and the full amount of such Rental shall be payable within 30 days of the date of such invoice.

3.3 If you do not pay your payment plan instalment fees by the due date, we reserve the right to remove you from the exhibition show guide and charge you a late payment fee of 8% interest above base rate, on a daily basis, compounding on all outstanding money. Until you have paid your fees in full we will not permit you to set up your Exhibition Space or participate in the Event.

3.4 We reserve the right to charge an administration fee if you pay by card.

## 4. Cancellation

4.1 The Exhibitor shall only be entitled to cancel their booking of stand space at the Exhibition by giving notice in writing by recorded post to PRYSM, Suite 6c, Whitefriars, Bristol, BS1 2NT. Email or telephone cancellation is not acceptable.

4.2 If you cancel all or part of the Contract (except if you cancel because of our breach), or if we cancel the Contract because of your breach, we will claim a cancellation fee from you and revoke the applicable discounts granted in the Contract.

The cancellation fee will be a percentage of the full, non-discounted, pro rata value of the cancelled parts of the Contract as follows:

- 50% for Exhibition Space, Advertising and Sponsorship if you cancel between twelve and six months before the opening date of the Event
- 75% for Exhibition Space and Advertising if you cancel between six and three months before the opening date of the Event
- 100% for Sponsorship if you cancel six months or less before the opening date of the Event
- 100% for Exhibition Space and Advertising if you cancel three months or less before the opening date of the Event.

4.3 The Organiser shall be entitled to cancel the Exhibitor's booking of stand space at the Exhibition (and if the Exhibition as already commenced) to expel the Exhibitor from the Venue:- Where any sum due from the Exhibitor under the Contract remains outstanding after the due date for payment; or where the Exhibitor becomes bankrupt or enters into liquidation, (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or has a receiver appointed or suffers any similar event of insolvency; or where the Exhibitor fails to comply with any of its obligations under the Contract and, in the case of a failure capable of remedy, has in addition failed to comply with a notice given by the Organiser requiring the failure to be remedied within a reasonable period of time.

4.4 Following any cancellation of the Exhibitor's booking in accordance with this clause 4:- The full amount of the Cancellation Fee shall be immediately due and payable; and The Organiser shall be entitled at its discretion to charge the Exhibitor a reasonable Administrative Fee (in addition to the Rental); and The Organiser shall be under no obligation to make any refund of any monies already paid by the Exhibitor.

## 5. Occupation of Stand

5.1 The Exhibitor shall be given access to the Venue for the purposes of erecting and preparing its exhibit(s) on the day prior to the start of the Exhibition or on such other day or days as may be notified to the Exhibitor by the Organiser and the Exhibitor shall ensure that all stands are complete and ready for the Exhibition opening.

5.2 For the avoidance of doubt, in the event that the Exhibitor fails to take possession of his allotted stand space during the Exhibition the full amount of the Rental shall remain due and the Organiser shall be under no obligation to make any refund of such Rental already paid.

## 6. Removal of Exhibits

6.1 All exhibits/ goods must be removed from the Exhibition stands by the Exhibitor immediately after the Exhibition officially closes, but not before then (without the prior consent of the Organiser).

6.2 The Exhibitor acknowledges that the Organiser may be under an obligation to the owner of the Venue to yield up vacant possession of the Venue immediately following the close of the Exhibition and in the event of the Exhibitor failing to comply with its obligations under this clause, the Organiser may arrange at the expense of the Exhibitor to remove any items left in the Venue by the Exhibitor.

## 7. Sub-Letting

7.1 The Exhibitor may not sub-let or sub-licence or in any other way part with possession of or share the stand space allocated to it except with the prior consent of the Organiser.

## 8. Performing Rights/ Copyright

8.1 The Exhibitor shall be responsible for and shall indemnify the Organiser in respect of any claim relating to the payment of any fees or royalties due to the Performing Rights Society and or Phonographic Performance Limited and or to the composer author or publisher or any works reproduced by the Exhibitor in connection with its exhibit(s) at the Exhibition.

8.2 You shall, on request by the Organiser, supply Your Content required by the Organiser for promotion or other media purposes relating to the Exhibition. You are responsible for creating, clearing and providing Your Content to the Organiser for the Exhibition.

8.3 You shall ensure all material provided to the Organiser or supplied directly by you during the Exhibition is accurate and is not offensive, abusive, indecent, defamatory, obscene or otherwise inappropriate for use for such purpose by the Organiser

8.4 You hereby grant the Organiser a non-exclusive, royalty free, worldwide licence to reproduce, exhibit, distribute and use (and have reproduced, exhibited, distributed or used) Your name and Your Content provided by you in relation to (and before, during and after) the Exhibition.

8.5 You represent and warrant to the Organiser that:

- (a) You are the sole author and legal and beneficial owner of the Content;
- (b) You have obtained all necessary rights, consents and licences required to use, amend edit, adapt, publish the Content for the purpose of the Exhibition and the Organiser shall be entitled to see evidence to this effect on request;
- (c) The use, reproduction, distribution or transmission of the Content, including any exercise of the licence under clause 8.4 by the Organiser will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, patent, trade mark, trade secret, or other proprietary right, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy or rights of celebrity, infringement of any discrimination law, securities law or regulation, or of any other right of any person or entity.

## 9. Alteration to Floorplan

9.1 Whilst the Organiser will use all reasonable endeavours to ensure that the Exhibitor's stand is located in the area of the Venue originally allocated to it, the Organiser reserves the right at its sole discretion to re-locate the Exhibitor to a different area before commencement of the Exhibition.

9.2 In the unlikely event that the area to which the Exhibitor is re-located pursuant to clause 9.1 is smaller than the space originally allocated to it, the Exhibitor will be entitled to a pro rata reduction in the Rental.

## 10. Postponement of Exhibition

10.1 In the event that the Organiser is forced to alter the date(s), duration or venue or any of the other arrangements relating to the Exhibition by reason of a Force Majeure Event or any other reason the Organiser may re-arrange an event similar to the Exhibition at a similar venue and within a reasonable period of time and, in such event, this Contract shall remain in force and the Organiser shall be under no obligation to refund the Rental (or any part of it).

## 11. Liability and Indemnity

11.1 The Organiser shall perform its obligations under the Contract using reasonable care and skill but all other warranties (whether implied by statute or otherwise) are hereby expressly excluded.

11.2 The Organiser shall not be responsible for any loss of or damage to any property of the Exhibitor while at the Venue or otherwise (howsoever such loss or damage may be caused) and the Exhibitor is advised to secure his own insurance to cover the risk of such loss or damage.

11.3 The Organiser shall not be liable to the Exhibitor for any loss or damage arising directly or indirectly as a result of a Force Majeure Event.

11.4 The total liability of the Organiser under or in connection with the Contract shall not exceed the amount of the Rental.

11.5 Nothing in this Agreement shall have the effect of limiting or excluding the liability of the Organiser for any death or personal injury caused by the negligence of the Organiser or its employees or agents.

## 12. General

12.1 The Exhibitor acknowledges that the Exhibition is intended to be of a high standard in all respects and for the Organiser's own benefit and that of the other exhibitors and all visitors to the Exhibition the conduct of the Exhibitor and the content of its exhibits shall accord at all times with these high standards.

12.2 The Exhibitor shall at any time prior to the Exhibition and at the request of the Organiser provide the Organiser promptly with such details as the Organiser may reasonably require in relation to the stands and exhibit(s) to be used by the Exhibitor at the Exhibition.

12.3 The Exhibitor shall at all times comply with the terms of this Contract and with all applicable laws and regulations, including in particular the Regulations.

12.4 The Exhibitor shall further comply with all reasonable instructions given to it by the Organiser in relation to the Exhibition, whether given before, during or after the Exhibition.