

Southampton Boat Show Exhibitor Terms and Conditions

1. Definitions

In these Terms and Conditions:

'Agreement' means the binding contract between the Exhibitor and Southampton International Boat Show Limited, Company no: 1247541 ("the Organiser") for the hire of Space and facilities at the Show, subject to the Terms and Conditions of the Contract to Exhibit, these Terms and Conditions, The Exhibiting Rules and Regulations and the Rate Card ("Southampton Boat Show Terms and Conditions").

'BM' means the British Marine Federation, trading as British Marine, whose registered office is at Marine House, Thorpe Lea Road, Egham, Surrey TW20 8BF.

'BM Financial Year' means the financial year of the BMF which runs from 1st July to 30th June in each calendar year.

'Build-Up' means the period during which the Organiser and Exhibitors build Stands and position Exhibits prior to the Show Opening.

'Build Up & Breakdown Schedule' means the detailed schedule for movement of Exhibits, vehicles and other property during Build Up and Breakdown of the Show.

'Breakdown' means the period during which the Organiser, and Exhibitors, are deconstructing Stands and removing Exhibits following Show Closing.

'Contract To Exhibit' means the form provided by the Organiser for the benefit of applicant Exhibitors. Submission of the Contract to Exhibit to the Organiser constitutes an offer by an Exhibitor to take Space; acceptance of this offer by the Organiser shall create a legally binding Agreement for the Space.

'Discount Policy' means the membership and early commitment discount policies applied from time to time.

'Exhibits' means any products or services which are displayed, exhibited or promoted at the Show.

'Exhibitor' means any individual, firm, company or other legal entity which enters into a legally binding agreement with the Organiser to hire Space at the Show.

'Exhibitor Manual' means a collection of practical guidance notes and information that the Organiser shall issue to Exhibitors once Space has been allocated.

'Final Clearance Date' means the date and time for clearing Space after Show Closing.

'Hall' means any permanent building or temporary structure inside which some Exhibitors Spaces are located, or used for hospitality (including marquees).

'General Rules & Regulations' means the rules and regulations of exhibiting at the Show which Exhibitors must comply with in full; including detailed guidance for Exhibitors of the required process for submitting plans and structural calculations for Stands, and for obtaining permissions for various Stand and exhibition items.

'Intellectual Property Rights' means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

'Marina' means the purpose-built marina on the waterfront of Mayflower Park, within the Show.

'Marina Berth' means a water Space allocated to Exhibitors in the Marina.

'Member' means a member of BM.

'Member Discount' means the discount available to BM Members.

'Payment Dates' means the date(s) by which the balance of Rent must be received, as specified in the Agreement.

'Perimeter' means the outside edge of a Space.

'Permission To Build Notice' means a written notice that will be issued to an Exhibitor to evidence the fact that an Exhibitor has been permitted to commence the work necessary to enable them to commence Stand fitting and the positioning of its Exhibits at the Show.

'Platform' means a structure rising above the floor, for persons (including Visitors) to climb on.

'Rate Card' means the sheet giving details of, including, but not limited to, discounts, Payment Dates.

'Rent' means the sum Exhibitors agree to pay the Organiser in return for the allocation and provision of Space and (where agreed) a Stand at the Show.

'Shell Stand' means a Stand of a standard configuration which are provided by the Organiser in multiples of half-metre widths and which normally consists of a carpeted floor, back and side Walls, and a standard fascia panel showing the Stand number and trading name of Exhibitors.

'Show' means the Southampton Boat Show which the Organiser hosts (usually annually) on land and water in Southampton and includes the period of the Show, including the Build Up and Breakdown of Stands and Exhibits, and also the total area occupied by the Show, on land and water and on temporary pontoons.

'Show Closing' means the date and time when the Show finally closes to Visitors.

'Show Opening' means the date and time when the Show first opens to Visitors.

'Show Open Period' means the period each day from the Show Opening to the Show Closing during which the Show will open to Visitors.

'Small Boat Area' means the area so designated on the plans of the Show reserved for small boats only.

'Space' means the area of the floor, pontoon, land and/or water allocated to an Exhibitor in consideration of the Agreement, and set out more fully in Clause 7 below.

'Sponsor' means any individual, firm, company, or other legal entity which enters into a legally binding agreement with the Organiser to sponsor the Show.

'Stand' means a structure erected by the Organiser (in the case of a Shell Space) and/ or by Exhibitors on their allocated Space.

'Standards' mean the minimum professional standards for design, building, cladding and decoration (including floor coverings) of Stands and related Walls, columns or other structures. Where no particular standard is specified in the Exhibitor Manual, the minimum standard shall be the best practice commonly adopted in the exhibition industry.

'Submission' means the submissions required to obtain a 'Permission to Build Notice'.

'Structural Calculations' means the structural calculations that Exhibitors will be required to provide in order to obtain a 'Permission to Build Notice' which must be obtained prior to any build.

'Visitors' means any member of the public attending the Show.

'Wall' means a wall forming part of a Stand, including, but not limited to, vertical structures forming a divide (or party wall) between an Exhibitor's Stand and their neighbour's Stand. Exhibition panels or bespoke timber panels, taut material fixed to a suitable framework situated on the Perimeter of a Stand shall qualify as a Wall. Balustrades, open backed racking and shelving fitments, open grid systems, loose material, marquees, boxes, or reliance upon a neighbouring Exhibitor's wall shall not qualify as a Wall for the purposes of the Agreement.

Words implying any particular gender are not intended to be gender specific and singular words include also the plural number and vice versa.

2. Payments

- 2.1. Space is allocated to Exhibitors on the terms of the Agreement. The Organiser shall not be bound by any contrary, different or additional terms or conditions contained or referred to in any order form from Exhibitors or in correspondence or other documents no matter where they come from; nor shall the Organiser agree to any addition, alteration or substitution unless expressly accepted by an authorised person in writing.
- 2.2. Exhibitors who are a UK distributor or agent and are entering into the Agreement on behalf of a principal or parent company must provide the Organiser with a letter from the principal or parent company confirming their agreement to pay all monies due. Where the principal or parent company does not make payment when due then Exhibitors shall remain liable to pay the Rent and all other monies due to the Organiser.
- 2.3. The Rent and other sums Exhibitors are required to pay to the Organiser are quoted exclusive of VAT; such VAT must be paid in addition to those sums at the prevailing rate.
- 2.4. The Exhibitor accepts the obligation to pay the Rent as it becomes due. The Rent covers the Exhibitor's payment for both Space and, where applicable, any Stand, service or incentive to be supplied by the Organiser as agreed between the parties.
- 2.5. Rent must be paid in accordance with the Payment Dates.
- 2.6. Where an Exhibitor is allocated Space less than two calendar months prior to the Show Opening, the full Rent is due immediately.
- 2.7. Where Space requirements are adjusted:
 - 2.7.1. Reduced Space on the Marina: If an Exhibitor notifies the Organiser of a reduced requirement for Space in a Marina Berth after the 30th June preceding the Show then the Exhibitor shall remain liable to pay Rent for the size of the Marina Berth originally allocated. The Organiser shall have the right to relocate the boat as the fingers of the Marina are positioned in accordance with the sizes of the craft allocated to the Space.
 - 2.7.2. Reduced Space on land: If an Exhibitor notifies the Organiser of a reduced requirement for Space that is not a Marina Berth after the 30th June preceding the Show, then the Exhibitor shall remain liable to pay Rent for the size of the Space originally allocated, unless the Organiser is able to resell the Space, in which case the Exhibitor shall remain liable to pay Rent on any part of that Space that has not been re-sold.
 - 2.7.3. Increased Space: Where an Exhibitor increases the size of the Space, whether it is a Marina Berth or other Space, then a supplementary invoice for the increased Space shall be issued; payment shall become due in line with Payment Dates.
 - 2.7.4. Exhibitors are reminded that the total overall length, (including outboard engine bathing platform, davits, bowsprits etc) and the maximum beam at its widest point, must be declared on the Contract to Exhibit for the calculation of the Space allocated and, therefore, the cost of the Space. If a boat is found to be larger than stated, the Organiser reserves the right to submit a supplementary invoice for the additional cost.

2.8. If the cheque or other payment submitted by an Exhibitor is refused by the Exhibitor's bank for payment, the Organiser may at their discretion re-present it and then make an administrative charge of £100 plus VAT per refusal.

3. Discounts

3.1. Exhibitors who are Members and who are up-to-date with subscription payments, and are not in breach of their membership of BM at the date at which the Agreement is entered into, shall be entitled to the Member Discount in accordance with the Discount Policy in place at that time.

3.2. Where an Exhibitor who has benefitted from a Member Discount ceases to be a Member; or fails to keep up-to-date with the subscription payments; or breaches their membership within the same financial year as the Show for which they benefitted from a Member Discount the Organiser shall be entitled to recover the amount of the Member Discount from the Exhibitor.

3.3. Non-Member Exhibitors shall not be entitled to a Member Discount.

4. Late Payment & Termination by the Organiser

4.1. If an Exhibitor does not pay the Rent when due, without prejudice to any other right or remedy which the Organiser may have, the Organiser may do any of the following in any combination:

4.1.1. withdraw any of the discounts to which the Exhibitor would otherwise be entitled to for that Show or any other show or exhibition staged by the Organiser, BM or by any of BM's subsidiary or associated companies (for whom the Organiser is appointed agent) in the same BM financial year; or

4.1.2. withdraw any free allocation of Exhibitor passes and tickets for the Show; or

4.1.3. terminate or cancel the Agreement on written notice at any time before the Show provided that:

4.1.3.1. where the Organiser is unable to re-allocate the Space the Exhibitor shall be liable to pay the Organiser the full Rent; or

4.1.3.2. where the Organiser is able to re-allocate all or part of the Space the Exhibitor shall forfeit all sums already paid to the Organiser at the date on which the Organiser terminates.

4.2. The Exhibitor agrees that the amount payable by them in the event of termination or cancellation by the Organiser for non-payment of Rent in accordance with clause 4.1 is a reasonable estimate of the additional costs and losses incurred by the Organiser including, but not limited to, the costs of re-advertising, selling and allocating the Space, processing refunds and payments and altering floor plans in relation to the Space and any other Space allocation affected by the termination or cancellation.

4.3. Notwithstanding the Organiser's right to terminate in accordance with 4.1, the Organiser shall be entitled to terminate the Agreement without prejudice to any other rights or remedies that the Organiser might have, and irrespective of whether the Show has opened, where any Exhibitor:

4.3.1. is in material breach of any term of the Agreement and the breach is not capable of remedy or the Exhibitor fails to remedy the breach within the period the Organiser requires on the written notice of the breach; or

4.3.2. is in repeated breach of any term of the Agreement. A repeated breach means two or more minor breaches of the same term of the Agreement; or

4.3.3. any one of the Exhibitor's principals or officers is, or are, or have been convicted of any criminal offence, found by the decision of a competent court/tribunal to have been

- dishonest, or becomes liable under a decision of any competent court/tribunal following a claim involving dishonesty or is or are disqualified from acting as a director; or
- 4.3.4. any of the Exhibitor's principals or officers do anything which in the Organiser's reasonable opinion, directly or indirectly adversely affects its interests or the wider interests of the BM, its Members and /or the public or Visitors; or
 - 4.3.5. as an individual, becomes insolvent or commits any act of bankruptcy or suffers the filing of a petition in bankruptcy or makes any arrangement or composition with creditors, or takes or suffers any similar action in consequence of a debt; or
 - 4.3.6. as an individual, suffers from a mental disorder and is either committed or detained under statutory authority or have a receiver or other person appointed to exercise powers over Exhibitor's property or affairs; or
 - 4.3.7. as a corporation, enters into liquidation, either voluntary or compulsory save for the purpose of reconstruction or amalgamation, or enters into administrative receivership or an administration order is made against Exhibitors, or Exhibitors enter into a voluntary arrangement or make any arrangement or composition with creditors, or take or suffer any similar action in consequence of a debt.
- 4.4. If the Organiser exercises its right to terminate the Agreement during the Show the Exhibitor must immediately cease to use or occupy the Space (including occupation for construction work) and must comply with such instructions as the Organiser may give in relation to the Space, Stand, Exhibits or other property at the Show.
 - 4.5. If the Organiser terminates the Agreement under this Clause 4, the Organiser may re-allocate the Space and the Exhibitor shall be liable to pay the Organiser the full Rent for the Space and any other sums owed, plus damages, costs and interest that shall run at a rate of 4% per annum above the base rate of the Bank of England, before as well as after judgement. Any sums already paid to the Organiser shall be forfeit and not returned.

5. Termination by the Exhibitor

- 5.1. An Exhibitor may terminate the Agreement on written notice to the Organiser at any time before the Show, provided that:
 - 5.1.1. to the extent that the Organiser is unable to re-allocate any Space the Exhibitor shall be liable to pay the Organiser the full Rent, less any amount already paid; or
 - 5.1.2. to the extent that the Organiser is able to re-allocate part of the Space, but not all the Space, the Exhibitor shall be liable to pay a pro rata Rent for the part of the Space that the Organiser was not able to re-allocate.
 - 5.1.3. to the extent that the Organiser is able to re-allocate all of the Space, the Exhibitor shall forfeit all sums already paid to the Organiser in respect of such Space at the date on which the Exhibitor terminates.
- 5.2 The Exhibitor agrees that the amount payable by them in the event of termination or cancellation by them in accordance with clause 5.1 is a reasonable estimate of the additional costs and losses incurred by the Organiser; including but not limited to the costs of re-advertising, selling and allocating the Space, processing refunds and payments and altering floor plans in relation to the Space and any other Space allocation affected by the termination.

6. Exhibition Layout

- 6.1. Whilst the Organiser will make every reasonable effort not to make changes to the location of the Space allocated to Exhibitors, the Exhibitors expressly understand and agree that the Organiser has the discretion to alter the layout of the Show should the Organiser deem it necessary in the interests of the Show, Exhibitors or Visitors, or where

the Organiser deems it otherwise necessary or desirable to do so, without being liable for any loss Exhibitors may thereby suffer.

7. Space

7.1. Space shall mean the area of the floor, pontoon, land and/or water allocated to an Exhibitor for the purposes of exhibiting at the Show in accordance with the Agreement; Space may take a number of forms, including but not limited to:

7.1.1. Marina Berth.

7.1.2. Shell Space (means a Space on which the Organiser has erected a standardised Shell Stand for use by an Exhibitor).

7.1.3. Outdoor Open Space (means a Space on hard standing or compacted grassland outside.)

7.1.4. Undercover Open Space (means a Space within any permanent building or temporary structure on which an Exhibitor erects its own Stand.)

7.2. Space at the Show shall be allocated in accordance with the Organiser's allocation procedures as amended from time to time.

8. Exhibits

8.1. Exhibitors must specify in the Contract to Exhibit the name, nature, size and all other relevant details of the Exhibits that they propose to promote at the Show.

8.2. Exhibitors must not in any way display or promote at the Show (directly or indirectly) any product or service other than those Exhibits specified in the Contract to Exhibit and to which the Organiser has not objected.

8.3. The Organiser stages the Show as part of the strategic aims of their parent company, BM, and its Members, to bring to the notice of the potential buying public the diverse forms of water-based activity. Therefore, for the benefit of the Visitor, the Organiser prefers not to see a particular product or service or a brand or manufacturer of a particular product or service represented more than once at the Show.

8.4. The Organiser shall consider applications for the display of Exhibits by persons other than their manufacturers or UK distributors, but in allocating Space shall give priority to their manufacturers and UK distributors.

8.5. The Organiser shall have the discretion to refuse permission to Exhibit any product or service or a brand or manufacturer of a particular product or service which they regard to be adequately represented.

8.6. No Exhibitor or Sponsor shall be allowed to Exhibit any type of road going or off-road vehicle such as motor vehicles, cycles, motorbikes, caravans together with aeroplanes, helicopters, aero engines or accessories for, or components of, any of them (save only for trailers specially designed to carry boats) without the Organiser's express permission in writing; such consent must be requested by Exhibitors not less than six weeks before Show Opening. The Organiser may grant or withhold consent at its discretion.

8.7. Exhibitors may display an owned boat as an example of a current model of boat at the Show; however Exhibitors must not display or offer for sale a second hand boat without the Organiser's prior written consent; such consent must be requested by Exhibitors not less than six weeks before Show Opening.

8.8. Exhibits in the designated Small Boat Area may be used to display and sell small boats. Other non small boat products may not be sold from the area.

8.9. Each Exhibitor warrants to the Organiser that the information supplied in its Contract to Exhibit is correct. Any incorrect information or unauthorised signatures shall be at the expense and risk of the applicant Exhibitor.

- 8.9.1. Each Exhibitor agrees that the information supplied by them for the purpose of the Agreement and promotion of the Show shall be electronically stored by the Organiser who may contact them regarding later Shows organised by them and/or their group companies.
- 8.10. Notwithstanding Clause 8.3, if an Exhibitor wishes to promote holiday boat hire or charter and they are not the manufacturer or UK distributor of the boats used, they may display such boats provided the boats exhibited are the same manufacturer, type, model and specification as at least one of those being promoted for boat holiday hire or charter and the Exhibitor has obtained the Organiser's prior written consent; such consent must be requested by the Exhibitor not less than 8 weeks before Show Opening. The Organiser may grant or hold consent at its discretion.
- 8.11. The Organiser may limit the area occupied by holiday and charter services so as not to exceed the Space taken by the boat manufacturer or distributor.
- 8.12. No Exhibitor or Sponsor shall be allowed to Exhibit any garden buildings, gazebos, hot tubs or sun spas without the Organiser's express permission in writing; such consent must be requested by Exhibitors not less than six weeks before Show Opening. The Organiser may grant or withhold consent at their discretion.

9. Promotion of other Marine Exhibitions/Shows, and Sponsorship

- 9.1. Exhibitors are not permitted to exhibit or otherwise promote any other marine or inland waterway exhibition or show, by any means direct or indirect at the Show without the Organiser's prior written approval, which may be granted or refused at the Organiser's discretion.
- 9.2. The Organiser may enter into sponsorship arrangements for the Show. To ensure such sponsorships rights are enjoyed without disruption Exhibitors must not arrange or permit (directly or indirectly) any sponsorship, nor any marketing or advertising by any sponsor or other third party at or in relation to their presence at the Show, without the Organiser's prior written consent. The Organiser may grant or withhold their consent at its absolute discretion.

10. Competitions, Promotions, Advertisements, Banners and Decorations

- 10.1. No Exhibitor may display or distribute advertisements or other printed matter, or in any way conduct their business, in areas other than upon their allocated Space. The Organiser shall have the right to prohibit or remove such materials at any time at their discretion and at the Exhibitor's expense.
- 10.2. Should an Exhibitor wish to hire a designated advertisement site at the Show, it must apply in writing to the officially nominated contractor, as specified in the Exhibitor Manual.

11. Transfer, Sharing and Sub-Letting of Space

- 11.1. Exhibitors must not without the Organiser's express written permission:
- 11.1.1. transfer, assign or sublet the whole or any part of the Space or Stand; or
 - 11.1.2. permit the Space or Stand (or any part) to be used or shared by any other person for business or other advantage; or
 - 11.1.3. make use of any Space or Stand for any purpose other than the promotion and display of Exhibits or to conduct business or engage with Visitors.
- 11.2. Any application to the Organiser for consent in accordance with clause 11.1. must be lodged in writing not less than 8 weeks prior to the Show Opening, giving the full name, registered address and brief details of the organisation the Exhibitor seeks to share, transfer, assign or sublet the whole or any part of the Space or Stand with and how it is

intended the organisation shall display its products or services or promote its aims. The Organiser may, at its discretion, request additional information from the Exhibitor and the proposed organisation.

11.2.1. The Organiser may grant or withhold consent to a request at its absolute discretion.

11.2.2. Where a request is granted, the Organiser's consent may be subject to any reasonable restriction; including, but not limited to, the Exhibits, the manufacturer, number and specification of the products or services displayed or any other matter which may affect the look and feel or reputation of the Show. In the case of not for profit organisations with a charitable purpose, the Organiser will only grant consent in relation to registered charities.

11.2.3. The Exhibitor agrees to be fully responsible to the Organiser for the acts or omissions of the organisation to which the consent has been granted in benefit of. Exhibitors must ensure these Terms & Conditions are communicated to such organisation and must obtain the organisation's agreement that the consent from which they benefit has been granted subject to these Terms & Conditions. For the avoidance of doubt, any act or omission by the other organisation, which if committed by the Exhibitor would be a breach of the Agreement, shall be treated as an Exhibitor breach and shall allow the Organiser to withdraw their consent at its discretion.

11.3. The Organiser may at its absolute discretion permit trade, regional and group associations to share their Space with or among their members, in order generally to promote such associations, regions or groups. However, in no circumstances shall individual members of such associations, regions or groups be allocated a particular area of Space, nor shall the Space be used to promote individual products or services.

12. Opening Hours

12.1. The Organiser shall notify Exhibitors as soon as practicable, of the daily opening and closing times of the Show to Visitors.

12.2. The Organiser shall have discretion to vary the published hours at any time; in the event of such a variation the Organiser shall have no liability for any loss or expense which may occur.

12.3. The Exhibitors must not, nor permit others to, enter the Show except as set out in the Agreement or otherwise agreed in writing by the Organiser.

12.4. Children under 16 years old shall not be permitted on Space, Stands or Marina Berths during the periods of Build-Up or Breakdown or outside of the Show opening hours during the Show Open Period, regardless of parental or guardian supervision.

12.5. The Organiser may close the Marina to both Visitors and Exhibitors at any time during the Show at its ultimate discretion should it consider it necessary to do so. If such a closure takes place, Exhibitors and Visitors are forbidden from entering the Marina or a Marina Berth until the Organiser has re-opened access.

13. Issue of Tickets and Passes

13.1. Admission of all Visitors to the Show shall be by official tickets only and admission of all Exhibitor and contractor personnel shall be by official pass only. The Organiser will be exclusively responsible for the design, printing and distribution of the official tickets and passes and shall own the copyright in them. In no circumstances will Exhibitors issue tickets or passes purporting to provide admission to the Show, except those provided by, and obtained from the Organiser.

13.2. All complementary guest tickets and Exhibitor passes issued by the Organiser are not available for re-sale to the general public.

14. Expulsion of Persons

14.1. The Organiser shall have the right to expel, or to prohibit or restrict entry to, any person whose presence at the Show would (in its reasonable opinion) not be in the interests of the Show, Exhibitors, Visitors or the marine and waterways industry.

15. Rule Changes

15.1. The Organiser reserves the right to alter or add to these Terms and Conditions (either generally or in relation to any one or more Exhibitors) if, in its discretion, such alterations or additions are necessary or desirable in the interests of the Show and/or Exhibitors or Visitors.

15.2. Exhibitors must comply with any such alteration or addition as soon as the Organiser gives Exhibitors notice, whether such notice is provided in writing, orally or otherwise.

16. Postponement, Abandonment, Strikes, Force Majeure

16.1. The Organiser shall not be liable to Exhibitors or be deemed to be in breach of the Agreement by reason of:

16.1.1. times of opening to Visitors and Build-Up and Breakdown being changed or varied; or

16.1.2. all or part of the Show being cancelled, postponed or abandoned; or

16.1.3. being held wholly or partly in premises other than as published; or

16.1.4. any third party intervening and preventing or restricting access to the Show or any part of it; or

16.1.5. non-attendance or reduced attendance by Visitors at the Show; or

16.1.6. the failure or curtailment of any supplies, services or facilities afforded to Exhibitors for the purposes of the Show; or

16.1.7. otherwise being unable to perform any obligations under the Agreement where such event is due to:

16.1.7.1. fire;

16.1.7.2. explosion;

16.1.7.3. riot;

16.1.7.4. theft;

16.1.7.5. strike;

16.1.7.6. lockout;

16.1.7.7. epidemic;

16.1.7.8. act of God; or

16.1.7.9. other circumstance beyond the Organiser's reasonable control.

17. Compliance with Laws & Rules & Regulations

17.1. Exhibitors warrant that they shall comply with all applicable laws, rules and regulations, whether national, European or local, including (but not limited to) employment protection, the sale or supply of goods and/ or services, anti-discrimination and health and safety.

17.2. Exhibitors warrant that they shall obtain all requisite licences and permits necessary for their participation in the Show.

17.3. Where appropriate Exhibits shall display compliant CE Marks. Where Exhibits do not comply with the Recreational Craft Directive (RCD), a visible sign at least A4 size shall be permanently displayed indicating that such products may not be marketed or put into service until they have been made to comply with RCD.

17.4. In the event that the Organiser discovers Exhibits or promotional material which in the Organiser's reasonable opinion do not, or may be perceived not to, comply with

applicable laws, rule or regulations, the Organiser reserves the right to require Exhibitors to remove such Exhibits and/or material. If Exhibitors fail to do so, the Organiser may take such steps at the relevant Exhibitor's expense and risk to remove such Exhibits or material. For the avoidance of doubt, non-cooperation by any Exhibitors shall be a material breach of the Agreement.

17.5. Exhibitors warrant that they shall comply with the General Rules & Regulations for Exhibitors and any lawful, reasonable direction given by the Organiser in the interests of the Show.

18. Prices and Discounts

18.1. The Exhibitor shall provide comprehensive, accurate and responsible information to Visitors including, but not limited to, prices and delivery dates.

18.2. Prices shall be unambiguous, easily identifiable and clearly legible in accordance with the Price Marking Order 2004.

18.3. Charges for packaging, postage or delivery must be separately and unambiguously stated in clear legible characters.

18.4. All prices quoted by Exhibitors to Visitors must be shown in pounds sterling and must include VAT and all other taxes.

18.5. If, in addition to the price in pounds sterling, Exhibitors wish to quote a price in foreign currency, such price must identify the final selling price and unit price in that currency, the commission to be charged and the conversion rate.

18.6. Any discount or special Show offers or promotions offered by Exhibitors must apply throughout the period of the Show.

18.7. All receipts provided by Exhibitors to Visitors must refer to pounds sterling and must where applicable include their VAT registration number.

19. Health & Safety

19.1. The Exhibitor must comply at all times with all relevant health and safety legislation, regulations, the General Rules & Regulations for Exhibitors and the guidance notes published in the Exhibitor Manual, as well as any updates appearing in the Safety Bulletin and the 'Refusal' and 'Permission to Build' notices published prior to the Show.

19.2. The Exhibitor must complete and submit to the Organiser:

19.2.1. a suitable risk assessment which must cover all work activities on the Exhibitor's stand at the Show (including their contractors) and the safety arrangements for Visitors on and around the Stand; and

19.2.2. a fire risk assessment; and

19.2.3. the HS1 'Health & Safety Form';

together such forms shall confirm the Exhibitor's intention to comply with the Show Health & Safety requirements as well as those prescribed by law.

19.2.4. Non-compliance with Clause 19.2, or late submission of such forms, shall permit the Organiser to either delay Permission to Build or permission to Exhibit being granted or where reasonable refuse access to the Show. Where possible the Organiser will provide templates for such forms for Exhibitors use.

19.3. The Exhibitors must follow all reasonable guidance published by the Organiser.

19.4. The Exhibitors agree and understand that they shall be ultimately responsible for compliance with all relevant Health & Safety Rules & Regulations and must ensure their allocated Space allows Visitors to be safe.

20. Intellectual Property Rights & Show Guide

- 20.1. Each party shall be entitled to retain all Intellectual Property Rights that are owned by it which were in existence prior to commencement of the Agreement, or which are licensed to it by a third party.
- 20.2. Exhibitors shall grant the Organiser an irrevocable, royalty free licence for the term of the Agreement, to use the Intellectual Property Rights that are retained under Clause 20.1 above to enable the proper promotion of the Show by the Organiser.
- 20.2.1. Nothing in the Agreement shall give the Exhibitor any right to use any Intellectual Property Right, which the Organiser, or any of its group companies, own or use in relation to the Show for any purpose except for advertising the Exhibitors presence at the Show.
- 20.3. For the avoidance of doubt, all Intellectual Property Rights vested in the Show shall be the property of the Organiser.
- 20.4. The Organiser shall have the exclusive right, whether exercised by the Organiser its agent or contractor, to prepare and publish the official Show guide; including the Show floor plan and/or map. Exhibitors must not directly or indirectly produce any printed or electronic material, which shall duplicate or replace the functions of the official guide.
- 20.5. The Exhibitor must submit a description of their Exhibits (and any photographs or relevant imagery) and trading name, brand, logo or relevant trademark (whether registered or unregistered) (together the 'Materials') for incorporation in the Show guide and the Show website.
- 20.5.1. The Materials shall be submitted on the form provided by the Organiser following allocation of the Space, which Exhibitors must submit by the date specified in the Exhibitor Manual .
- 20.5.2. The Organiser will have the right to: exclude or amend such description, or to write any description not submitted by Exhibitors; or to exclude any photograph at its discretion.
- 20.6. The Organiser's appointed contractor shall be required to use reasonable endeavours to publish accurate information in the Show guide, however the Organiser, its appointed contractor or agent will not be held liable for errors or omissions, nor for any loss, damage or consequential loss suffered by Exhibitors as a result of such errors or omissions.
- 20.7. The Exhibitors individually and separately warrant that neither the Materials produced nor any imagery sourced for the Organiser will infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 20.8. The Organiser shall provide one free copy of the Show guide to Exhibitors at the Show.

21. Copyright, Design and Patent Protection

- 21.1. Exhibitors must not photograph, draw, copy or reproduce any other Exhibitor's Exhibits or other products or property at the Show without that Exhibitor's prior written consent, unless by incidental inclusion in a work which deals primarily with their own Space and Exhibits.
- 21.2. The Organiser shall have the right to permit the photographing of Exhibits at the Show when such photographs are to be used for the purposes of promoting the Show or other boat shows or for the benefit of the marine and waterways industry.
- 21.3. The Show will be defined an International Exhibition for the purposes of Section 2(4)(c) of the Patent Act, 1977.

22. Insurance

- 22.1. Each Exhibitor must effect adequate insurance cover in respect of:

- 22.1.1. loss or damage to themselves, their Exhibits and other property, their personnel, agents, Visitors or contractors who may be in or about the Show;
- 22.1.2. death or personal injury occasioned to any person at the Show;
- 22.1.3. their legal liabilities to their employees arising out of, or in connection with participation in the Show; and
- 22.1.4. their contractual liabilities or liability in tort or negligence.
- 22.2. The insurance for the risks in Clause 22.1 must be effected with an insurer or underwriter of repute.
- 22.3. The Exhibitor's public liability cover and employer's liability cover must both amount to a sum of not less than £5m in respect of each and every claim.
- 22.4. The Organiser may, but is not obliged to, arrange an insurance scheme for Exhibitors to facilitate their compliance with this Clause.
- 22.5. The Exhibitor will, when required, produce to the Organiser or its agents the policy or policies of such insurance and receipts for the premiums due; non compliance with this shall be viewed as a material breach of the Agreement, permitting the Organiser to terminate this Agreement in accordance with Clause 4.
- 22.6. All accidents and injuries incurred at the Show must be reported to the Organiser immediately in accordance with Show health and safety procedures notified to Exhibitors by the Organiser from time to time.

23. Liability

- 23.1. Except for any liability for: (i) death or personal injury caused by the Organiser's negligence; or (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited by law; the Organiser will not be liable, whether in contract, tort (including but not limited to negligence or breach of statutory duty), or otherwise for any:
 - 23.1.1. consequential loss;
 - 23.1.2. all other types of loss;
 - 23.1.3. special loss;
 - 23.1.4. incidental loss;
 - 23.1.5. loss of profit or goodwill;
 - 23.1.6. loss of reputation; or
 - 23.1.7. loss of contracts;howsoever caused.
- 23.2. Except for any liability for: (i) death or personal injury caused by the Organiser's negligence; or (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited by law, and subject to Clause 23.1 above, the Organiser will not be liable to any Exhibitor, whether in contract, tort (including but not limited to negligence or breach of statutory duty), or otherwise for any sum greater than the sums paid by any Exhibitor to the Organiser under the Agreement, per event or series of events.
- 23.3. Each Exhibitor shall indemnify and keep indemnified the Organiser against all costs, charges, damages, expenses, losses, proceedings, actions, demands or claims arising out of:
 - 23.3.1. any infringement of any right of any third party; or
 - 23.3.2. any damage or injury to any property or person;

- 23.3.3. in each case whatsoever occasioned, directly or indirectly, by the act, default or negligence of the Exhibitor, its employees, agents, contractors, representatives, servants or workmen or any other person or persons under its direction or reasonable control.
- 23.4. The limit in Clause 23.2 shall not apply to damage to property caused by our negligence, for which a limit of £2 million in aggregate shall apply.

24. Organiser's Rights of Lien and Sale

- 24.1. If an Exhibitor fails to pay any sum due to the Organiser under the Agreement, by no later than, the Show Opening, the Organiser will have the right to exercise a general and/or particular lien on all or any Exhibit or other property or documents belonging to the Exhibitor or in their care, custody or control, until such time as all sums due under the Agreement (or any variation or modification of it) are paid.
- 24.2. In the event the Organiser chooses to exercise such a lien, the Organiser will be entitled to sell the Exhibits and/ or other property and will give the Exhibitor written notice of its intention to sell.
- 24.2.1. Such notice shall confirm that the Exhibits and/or property shall not be sold for a period of thirty days from the date of the notice and shall give details of the reasons for the intended sale, including details of any sum due and payable to the Organiser by the Exhibitor, and detail the proposed method of sale.
- 24.2.2. The Organiser will have the right to sell for whatever sum the Organiser considers to be a reasonable price and shall pay the Exhibitor the balance of the sums received from such sale, having first deducted all sums owing to the Organiser (including accrued interest) and all reasonable legal or other expenses (including, but not limited to, costs of storage and sale) which shall result from the Exhibitor's breach of the Agreement.
- 24.3. In addition to these rights, the Organiser may, in relation to uncollected Exhibits and other property, exercise the power of sale under the Torts (Interference with Goods) Act 1977.
- 24.4. For the purpose of Clauses 24.1 and 24.2, Exhibitors must co-operate with the Organiser in so far as may be necessary to affect the sale, including by signing any document or confirming the Organiser's authority.

25. Time of the Essence

- 25.1. Time shall be of the essence in respect of each term or condition of the Agreement whereby any Exhibitor is required to do something by a specified date or within a specified period of time.

26. Interpretation and Notices

- 26.1. All paragraphs and clauses of the Agreement are distinct and severable. If any of them are held to be unenforceable, illegal or void by any arbitrator, court or regulatory authority, it shall not affect the validity or legality of the remaining clauses. If any are held illegal or void, Exhibitors and the Organiser agree to negotiate in good faith a modification so as to maintain, insofar as is practical and lawful, the intent of the Agreement.
- 26.2. The Organiser believes the restrictions imposed on Exhibitors or themselves by the Agreement to be reasonable in all the circumstances, for the protection of the parties, Visitors, other Exhibitors and contractors. However, if any part of such restrictions may be adjudged void (but would be valid if any part were deleted or if the restrictions were reduced), the said restrictions shall apply with such modification as may be necessary to make them valid and effective.

- 26.3. The expiration or termination of the Agreement, for whatever reason, shall not affect those provisions, which are expressed to (or which by their nature must be understood to) operate or have effect thereafter. Termination shall not affect any right of action already accrued to either party in respect of any breach of the Agreement by the other party.
- 26.4. All headings in the Agreement are for the purposes of identification only and they shall not form part of, or affect the interpretation of, the Agreement.
- 26.5. A notice given to a party under or in connection with the Agreement shall be in writing in English (or accompanied by a properly prepared translation into English); shall be signed by or on behalf of the party giving it; and shall be sent for the attention of the person, at the recipient's registered address, or principal place of business, or fax number or e-mail address of a contact at the recipient's business (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this clause).

27. Entire Agreement

- 27.1. The Agreement contains the entire and only agreement between the parties and supersedes all previous agreements between the parties respecting the subject matter hereof.
- 27.2. Each party acknowledges that in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, save such as expressly incorporated herein. Nothing in this Clause 27 shall be deemed to exclude liability for fraudulent misrepresentation.
- 27.3. For the avoidance of doubt the Contract to Exhibit, these Terms and Conditions, The Exhibiting Rules and Regulations and the Rate Card are incorporated in and form part of the Agreement.

28. Jurisdiction & Third Party Rights

- 28.1. This Agreement and any non-contractual obligations arising out of, or in connection with, this Agreement shall be governed by and construed in accordance with English law.
- 28.2. Each of the parties irrevocably agrees that any and every dispute (and any non-contractual obligations, as aforesaid) arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts.
- 28.3. A person who is not a party to the Agreement shall not have any rights under or in connection with it.

29. Variation & Waiver

- 29.1. Save where expressly provided for in the Agreement, no variation of the Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 29.2. Failure to exercise, or any delay in exercising, any right or remedy provided under the Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

30. Dispute Resolution

- 30.1. If any dispute arises in connection with the Agreement the parties shall following a written request from one party to the other, meet in good faith to resolve the dispute before resorting to legal action.
- 30.2. In the event that a dispute arises between a would-be Exhibitor and the Organiser in connection with, or arising out of, the offer or the refusal to offer a contract for Space to include, but not limited to, disputes over admission as an Exhibitor and dispute over the allocation of Space to Exhibit at Southampton Boat Show shall be dealt with in

accordance with the Organiser's published dispute resolution procedures. This applies both to the procedures and the strict time limits within them.