





# Stand Contract

20 - 23 September 2018

## Invoicing

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Company to Invoice  
Invoicing Address

Post Code  
Country  
VAT No.  
Telephone No.  
Email

## How to Make a Payment

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### Our Banking Details

**Company Bankers:** HSBC Bank PLC, 55 High Street, Steyning, BN44 3RE.

**Account Name:** Diversified Business Communications UK Ltd

**Account Number:** 71213032 **Sort Code:** 40-43-48

**IBAN No:** GB86HBUK40434871213032

**SWIFTBIC:** HBUKGB4156U

**Bank Transfer:** Please use your company name as the payment ref.

**Credit/Debit card:** Please contact our finance team on +44 (0)1273 645149 or [accounts@divcom.co.uk](mailto:accounts@divcom.co.uk) to make a payment.

**Cheques:** Made payable to Diversified Business Communications UK Ltd.

**VAT number:** GB 991282494

## Payment Terms

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Stage 1  
Stage 2  
Stage 3

Tick this box if you would prefer to pay in full.

VAT invoices will be sent for each instalment listed above

## Please Return

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**By Email:** [mail@londondesignfair.co.uk](mailto:mail@londondesignfair.co.uk)

**By Fax:** +44(0)20 7739 1808

**By Post:** Shoreditch Town Hall, 380 Old Street, London, EC1V 9LT

## Signature

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By signing or typing my name, I/we agree to be bound by the terms of the exhibition.

Signature

Date



# Stand Contract

## Terms and Conditions

### DEFINITIONS

'Contract' means the Contract for admission to the Exhibition;  
'Contract' means the contract for participation in the Exhibition;  
'Designer/Company' means the Designer/Company, group, institute or organisation, contracted to participate in the Exhibition following acceptance by the Selection Committee;  
'Exhibition' means London Design Fair, September 20-23, in Old Truman Brewery, 91 Brick Lane, London E1 6QL;  
'Exhibition Organiser' means the organiser of London Design Fair (Diversified Business Communications UK Ltd.);  
'Exhibition Venue' means the venue at The Old Truman Brewery, 91 Brick Lane, London E1 6QL; 'Selection Committee' means the panel of individuals that will collectively decide on admission to the Exhibition.

### INTRODUCTION

Participation by the Designer/Company in the Exhibition is subject to the terms and conditions set out below which shall govern the Contract between the Designer/Company and the Exhibition Organiser to the exclusion of any other. Participation is in all cases subject to written acceptance by the Exhibition Organiser. The Designer/Company must comply with all the terms and conditions laid out below. The Exhibition Organiser reserves the right to, at any time, issue other rules and regulations of participation to supplement these terms and conditions.

### ALTERATIONS & EXEMPTION

The Exhibition Organiser reserves the right to waive, add to or alter any of the terms and conditions in the interests of the Exhibition whether generally or in any particular case to take into account unforeseen circumstances. Exemption from any one or more of the terms and conditions may be granted at the Exhibition Organisers discretion but will only be effective if given in writing.

### NOTIFICATION OF ACCEPTANCE

Each Designer/Company will be notified of acceptance in writing IF SELECTED by the Selection Committee.

### PAYMENT

Once the Designers/Company completes signs and returns the contract the Designer/Company agrees liability for the full final exhibitor fee as outlined in the returned contract. If the Designer/Company does not pay by the dates specified the Exhibition Organiser shall be entitled, without prejudice to any other right or remedy it may have, to withdraw acceptance or terminate the Contract, appropriate any payment made by the Designer/Company and continue to seek full final payment as laid out in this contract. All cheques made payable to Diversified Business Communications UK Ltd. in pounds Sterling.

### SALES OF GOODS AND EXHIBITS

If appropriate to the nature of the Exhibitors business, the sale of Exhibits is allowed for the duration of the Exhibition. Displays on stands must be adequately stocked with saleable goods by the Exhibitor. The Exhibitor is responsible for compliance with all sales of goods and other applicable legislation regarding sales and the offering of credit and will indemnify the Owner against any liability or claims in respect thereof, and for any claims by a third party in relation to the goods displayed or sold by the Exhibitor at the Exhibition.

### VAT AND TAXES

Exhibitors from outside the European Union are responsible for the proper importation of property for sale at the Exhibition and payment of any taxes or duties. Each Exhibitor is responsible for recording, processing and handling of applicable VAT on all sales made directly from their stand and for processing and payments of any other applicable taxes and duties in respect of their participation in the Exhibition.

### PARTICIPATION

The Designer/Company is obliged to use the space for the duration of the Exhibition and it is suggested that they must man the space during the exhibitions opening hours.

### WORKS EXHIBITED

The Organiser reserves the right to request complete details (i.e. electrical wiring of powered products) of any works proposed for the Exhibition by Exhibitors and reserves the right to refuse any piece of work, which does not meet the requirements of the Exhibition. If necessary such works will be removed from the venue by the Organiser at the expense of the Exhibitor. The Exhibitor shall only be entitled to display such goods and items as have been accepted by the Selection Committee. Exhibitors wishing to display work in the Exhibition which is significantly different in nature from that accepted by the Selection Committee must apply to the Organiser in writing. The Organiser reserves the right to remove exhibits which have not been accepted through the selection procedure. The Organiser reserves the right to remove any part of the display outside the limits of an Exhibitor's allocated space and may further restrict the display or demonstration of any mechanical or other equipment should it be a nuisance to other Exhibitors or the visiting public.

### ADMISSION TO THE VENUE

The Designer/Company must obtain from the Exhibition Organiser the necessary pass to admit themselves to the venue during the set up, public days and take down periods of the Exhibition. The Exhibition Organiser reserves the right to refuse admission to the venue of any person not in possession of a pass, if it is in the best interest of the Exhibition.

### ALLOCATION OF SPACE

- Location of stand/space at the Exhibition will be allocated at the discretion of the Exhibition Organiser.
- Special requests concerning stand location requirements will be considered whenever possible, but cannot be made a condition of participation or relieve any Designer/Company from any payment obligation under this Contract.
- The Exhibition Organiser may if necessary; change the location of exhibitor's stand/space.
- The Exhibition Organiser and those authorised by them have the right to enter any part of the Exhibition venue at any time to execute works, repairs and alterations and for other purposes.
- No compensation will be payable to the Designer/Company for damage, loss or inconvenience so caused except where resulting from a negligent act or negligent omission on the Exhibition Organisers' part.
- The weather can be unpredictable and in a venue such as the Old Truman Brewery we are at the mercy of the climate, as we have are notifying you of this fact now we also need to inform you that we do not offer refunds to exhibitors who are effected by consequences of extreme weather. This is rare, and every action is taken on the day to remedy such an occurrence immediately.

### FLOOR PLANS & DIMENSIONS

If it is necessary for Exhibitors to design and build to the exact dimensions of their stand, it is important to note that the Exhibition Organiser will issue an exact "Build to Floor plan" document after a final venue survey on the 1st July. Exhibitors must not rely on the floor plan supplied along with this contract for exact column dimensions and locations, etc. The Exhibition Organiser cannot be held responsible for stands which are built incorrectly as a result of using floor plans supplied with the contract.

- Column positions on stands: as the venue has never provided the organisers with totally accurate floor plans and because contractors don't always build the show exactly to plan we cannot guarantee column positions on exhibitors stands. Therefore unless absolutely necessary we recommend that exhibitors build in a 200mm tolerance in their stand design and do not include columns as a fundamental part of their stand build. We do a site survey each year to try and ensure accuracy and column positions are usually accurate to within 100mm. We do not offer refunds for inaccurate stand positions.

### INDEMNITY

The designer/company will indemnify the Exhibition Organiser, and hold the Exhibition Organiser harmless, against and from any and all losses, damages, costs and expenses incurred by the Exhibition Organiser that are a result of:



# Stand Contract

## Terms and Conditions

- Any claim made in respect of damage to persons and property caused by the Designer/Company works, installation, furnishings, exhibits or staff or agents;
- Any breach of the terms and conditions of this Contract by the Designer/Company; or any claim for copyright infringement, for which the Exhibition Organiser may be sued or held liable relating to work submitted by or through the Designer/Company or any acts or omissions of the Designers or its staff or agents in connection with the Exhibition during the period of occupation or otherwise.

### FAILURE TO OCCUPY THE SPACE

A Designer/Company who fails to deliver their products to the exhibition by the requested time and date during set-up will forfeit his/her right to partake in the Exhibition. The Exhibition Organiser may then claim full right to that space. In that event, the Designer shall remain liable for the full rental and any additional costs incurred by the Exhibition Organiser.

### EXHIBITOR PUBLIC LIABILITY INSURANCE

The exhibitor shall take out and maintain at all times public liability insurance against personal injury, death and damage to or loss of property for a limit of indemnity not less than £2,000,000 sterling (or its equivalent) the organiser shall be entitled to inspect the exhibitor's public liability policy, which the Exhibitors shall make available on request.

### LIABILITY

The Exhibition Organiser does not exclude its liability (if any) to the Designer/Company:

- For personal injury or death resulting from the Exhibition Organisers negligence;
- For any matter which it would be illegal for the Exhibition Organiser to exclude or to attempt to exclude its liability; or
- For fraud. Subject to the other provisions of the Exhibition Organiser aggregate liability under this Contract whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct loss howsoever caused (other than for death or personal injury caused by the Exhibition Organiser and its staff or agents) will be limited to £10,000. Except as otherwise provided in this clause the Exhibition Organiser will be under no liability to the Designer/Company whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) however caused arising out of or in connection with this Contract including without limitation copyright infringement.

### ELECTRICAL SERVICES

The Exhibition Organiser will use reasonable endeavours to provide common area lighting, but shall not be liable for any loss or damage due to failure or interruption of any service. No Designer/Company is allowed to install their own power connection. Fire, Safety and security regulations must be followed.

- We advise Designers/Company to light their stands as venue lighting may be switched off and on at particular times throughout the event.

### MAINTENANCE

The Exhibition Organiser will be responsible for keeping the common areas clean. Designers/Company will be charged the cost of making good, restoring or renewing in all cases of damage or dilapidation to the venue, such costs to be assessed by the Exhibition Organiser.

### FORCE MAJEURE

In the event of abandonment, postponement, extension or limitation of the Exhibition or use of the Exhibition venue or any part thereof or removal of any part of the Exhibition (including but without prejudice to the generality of the foregoing) or abandonment, postponement, extension or limitation or removal of any of the services provided therein resulting from the event of war, fire, national emergency, labour dispute, strike, lockout, civil disturbances, acts of terrorism, inevitable accident, the non-availability of the Exhibition premises, or any other cause not within the control of the Exhibition Organiser (Force Majeure Event) the Exhibition

Organiser shall be under no liability to the Designer/Company in respect of any actions, claims, losses including consequential losses, costs or expenses whatsoever which may be brought or suffered or incurred by the Designer/Company as the result of the happening of a Force Majeure Event. In the event of a Force Majeure Event the Exhibition Organiser has the right to withhold any payments made and to claim any outstanding payments, and will use its discretion in exercising its right at such a time as a Force Majeure Event occurs.

### TERMINATION

Without prejudice to its other rights and remedies, the Exhibition Organiser shall be entitled forthwith to terminate a Contract with a Designer/Company by written notice to the Designer/Company at any time if:

- Acceptance to the Exhibition was based on false or misleading information provided by the Designer/Company;
- The Designer/Company fails to comply with these Conditions;
- If the Exhibition is cancelled for any reason other than for a Force Majeure.

A Designer/Company may terminate their Contract at any time up to 31st July in which case the Exhibition Organiser will retain any payment made by the Designer/Company and continue to seek final payment as laid out in this contract and conditions.

### MAJEURE EVENT

Designer/Company may terminate their Contract at any time up to 31st July in which case the Exhibition Organiser will retain any payment made by the Designer/Company and continue to seek final payment due as laid out in this contract.

### CONSEQUENCES OF TERMINATION

In the event that the Exhibition Organiser terminates the Contract with a Designer/Company for any of the reasons set out above, the Designer/Company shall leave the Exhibition venue as soon as is reasonably practicable, in any event no longer than 12 hours from the receipt of written notice to terminate, removing all exhibits at his/her own expense and the Exhibition Organiser shall be entitled to reallocate the space to any other Designer/Company and the Exhibition Organiser will have no further obligation to the Designer/Company.

### APPLICABLE LAW

These terms and conditions are governed by and construed in accordance with the laws of England and are governed exclusively by the jurisdiction of the English courts.

### DISPUTE RESOLUTION

If any dispute arises in connection with this agreement in the first instance representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation. Unless otherwise agreed between the parties, Tent Exhibitions Ltd. will nominate the mediator.

To initiate the mediation a party must give notice in writing ("ADR notice") to the other party (ies) to the dispute requesting mediation. The mediation will start not later than 14 days after the date of the ADR notice. No party may commence any court proceedings / arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.