



GESS

GULF EDUCATIONAL
SUPPLIES & SOLUTIONS

CONTRACT TO EXHIBIT

Client Name:

Contact Person:

Phone:

Fax:

Email:

Web:

Order Date:

Your Order Ref :

Our Order Ref:

Currency:

United States Dollars

Sales Person: Melissa Blakeley

Direct Line: 0208 846 2920

Email Address: melissa.blakeley@fairs-exhibs.com

Stand Number	Stand Size	Dimensions	Open Sides
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Qty	Description	Net Cost
21	GESS 2011 – Shell scheme package – 6 square metre share of TVET UK stand	\$2,760

Order Total (+ applicable sales taxes): \$2760

UK COMPANIES ONLY (Please tick appropriate box)

I SEEK UKTI GRANT. Please check my eligibility and, if eligible, I will take part in GESS 2011.

I DO NOT SEEK UKTI GRANT. Please process my application immediately.

AGREEMENT

- I confirm my booking for the above stand space at the Event
- We agree to be bound by the Rules and Conditions of the organisers, a copy of which can be found overleaf.
- I confirm that I understand the cancellation charges as detailed in paragraph 7 of the rules and conditions
- I confirm that I am authorised to sign this document on behalf of the company.
- I confirm that I have read and agree to be bound by the rules and conditions relating to the Event including Health & Safety responsibilities as documented in Appendix A.

Signature: _____

Position: _____

Name (Please print): _____

Date: _____

Tarsus Exhibitions & Publishing Limited

9th Floor · Metro Building · 1 Butterwick · London · W6 8DL · UK

Tel: +44 (0)20 8846 2700 · Fax: +44 (0)20 8846 2801

Email: mthompson@tarsus.co.uk

RULES & CONDITIONS

In these rules and conditions the following words shall have the meaning set opposite same respectively:

Exhibition Organisers Owners	GESS 2011 F&E (2008) Ltd The Landlords of the Building in which the Exhibition is to take place.
Exhibitor(s)	Any person or company to whom space is allotted at his or their request and his or their employees or agents.
Exhibit	Any article referred to in the application for space.
Stand	The area allotted to an Exhibitor and stand erected thereon.
Hall	The Hall and any area or other rooms in connection with the Exhibition.
Authorities	Any body legally authorised for making regulations.
Contractors	Any person, firm or company employed by the Owners or Organisers for erection, fitting out or other work on any Stand in the Exhibition.

1. The Exhibition will be open each day from 3 - 5 May 2011.

2. The rental charges are detailed on the first page of this contract.

3. Application for space must be made on the form provided by the Organisers and should contain details of the proposed Exhibit(s). The Organisers reserve the right to accept or refuse any application without assigning any reason.

4. You will be invoiced for the full contract value upon the Organisers acceptance of this reservation. Payment terms are as follows:

25% on signing

50% on 31 August 2010

25% on 30 November 2010

If you book subsequent to 30 November 2010 the full invoice is payable immediately. Payments not made on the due date will incur interest of 2% per month or part thereof on the amount overdue.

5. On official acceptance by the Organisers of an application for space, a contract shall arise between the Organisers and the Exhibitor making the application on the terms of these conditions, and, as regards space allotted the relations of licensor and licensee shall immediately arise and continue between the Organisers and the Exhibitor. In the case of non-payment of any sum payable by the Exhibitor to the Organisers or of the breaching or non-observance by the Exhibitor of the terms of this contract or of any conditions, rules or regulations to be performed or observed by him, the Organisers shall have the right to revoke his licence and to re-enter upon the allotted space and may remove and exclude the Exhibitor and all other persons therefrom without prejudice to the right of the Organisers to recover all monies payable by the Exhibitor hereunder and all other claims against him and any damages sustained by the Organisers.

6. Should any error arise in the allotment of space to any Exhibitor no liability in regard thereto shall rest on the Organisers. In such case the Organisers will endeavour without prejudice to offer a substituted arrangement but they do not bind themselves to do so. In exceptional circumstances, the Organisers reserve the right to change the position allotted to any Exhibitor and no liability in regard thereto shall rest on the Organisers and such a change shall not at any time permit the Exhibitor to repudiate the contract.

7. The Organisers will be prepared only in exceptional circumstances to consider the reduction or modification as to size of space or the cancellation of their contract for space with Exhibitors and then only if the following conditions are complied with:

(a) that the request for cancellation or modification is submitted by registered post.

(b) that the reason given is in the Organiser's opinion well-founded.

(c) that cancellation fees will be charged as follows: if the Exhibitor cancels on or before 30 November 2010, the cancellation fee will be 50% of the full contract value.

If the Exhibitor cancels after 30 November 2010 the cancellation fee will be 100% of the full contract value.

(d) any reduction of Stand size will incur liability for a percentage of the full cancellation charge (as

determined in accordance with Clause 7(c)) but equal to the percentage of the space reduced.

(e) that agreement by the Organisers to such requests shall not prejudice any other rights that they may have against Exhibitors under this provision in connection with the Exhibition. The Exhibitor acknowledges that the cancellation fees referred to above represent a genuine pre-estimate of the loss which may be incurred by the Organisers as a result of cancellation and are not a penalty.

8. All Stands other than island sites will be required to have a standard shell scheme or an alternative scheme acceptable to the Organisers. A full specification of the official shell scheme is available on request from the Organisers.

9. All stands and fittings must be substantially erected or placed and must conform to any regulations or bye laws of the local and/or other Authorities (including fire precautions) and to the regulations of the Owners and are subject to the approval of the Organisers who require the Exhibitor to submit plans in advance of erection or fitting. Such safety precautions in respect of stand fittings and Exhibits as may be required by any Authorities must be undertaken by and at the expense of the Exhibitor and Stand numbers must be prominently displayed. Detailed Stand regulations to which Exhibitors must conform will be published in an Exhibitor Manual, which will be sent to all Exhibitors.

10. No contractor for erection of a Stand or otherwise shall be entitled to enter the Hall without the written consent of the Organisers. Each Exhibitor must abide by the decision of the Organisers from time to time on all matters relating to the employment of labour in connection with the Exhibition. Exhibitors may not employ any person other than the Contractors (including the electrical contractors and compressed air contractor or plumbers) designated by the Organisers without written consent from the Organisers.

11. The Organisers will advise Exhibitors in advance of the dates and times when exhibits and other properties can be received at the Hall. All goods must be brought in and taken out by the entrances and exits specified by the Organisers. All goods delivered to the Exhibition must be accompanied by or received by a representative of the Exhibitor, and cases must be unpacked on arrival. All labour for receiving, unpacking, placing in position and removal must be provided for by the Exhibitor but in default the Organisers may at the Exhibitor's expense and risk do whatever they may consider necessary in the interests of the Exhibition. Goods may not be delivered to nor removed from the Exhibition during the hours it is open to visitors except with the written permission of the Organisers.

12. The Exhibitors shall take out and maintain public liability insurance against personal injury, death or damage to or loss of property for a limit of indemnity not less than £2,000,000 sterling (or its equivalent). The Organisers shall be entitled to inspect such public liability policy which the Exhibitor shall make available on request by the Organisers. Notwithstanding the above requirement, and in addition, the Organisers, upon receipt of the administration fee (included as part of the full contract value under clause 4 above), will take out and maintain a contract of insurance providing cover to the Organisers in accordance with the summary of terms included in the Exhibitor Manual. If loss occurs which may give rise to a claim under such insurance cover, the Organisers shall notify its insurer within seven days of receipt from the Exhibitor of written notification of the claim completed by the Exhibitor in the standard form contained in the Exhibitors' Manual. The Exhibitor must submit the completed claim promptly following a loss, or circumstances, which may give rise to a claim. In the event of such a claim, the Exhibitor agrees to provide any information as requested by the insurer, or any person appointed by the insurer to investigate the claim, and the Organisers shall send to the Exhibitor copies of any correspondence with the insurer in relation to the claim. In the event that the claim is made by the Organisers under its insurance cover, the Organisers shall pay or arrange to pay that part of the proceeds of the claim that relate to the loss, over to the Exhibitor. The Organisers are under no obligation to commence legal proceedings with the insurer in relation to the claim. The Exhibitor shall use due diligence and best endeavours in all matters relating to the claim whether before or after a loss, and must take all reasonable precautions to prevent any injury, loss or

damage. The administration fee includes the Organisers taking out and maintaining its insurance policy. The Organisers do not provide any advice concerning their insurance cover and it is for the Exhibitor to read the summary of terms of the Organisers' policy and to decide if it is adequate. If the Exhibitor wishes to use its own insurance cover for the Exhibition, please notify the Organisers immediately. In any event, insurance is compulsory and the Organisers shall be entitled to inspect such insurance cover which the Exhibitor shall make available on request.

13. Exhibitors agree to observe the same conditions of tenancy as are accepted by the Organisers in their agreement with the Owners and in particular to refrain from doing anything contrary to the licences of the Authorities or the fire insurance policies covering the Hall. An Exhibitor shall not cut or damage floor or other parts of the walls or structure of the Hall nor shall any Stand interior fittings be attached to the roof, floor or other part of the Hall without the prior consent in writing of the Organisers. Any Exhibitor causing any damage to the Hall or to any person whomsoever must pay for the same and hold the Organisers indemnified against the same.

14. No Exhibitor shall connect to or interfere with the electrical, gas, steam, water, or other fittings in the Hall without the prior consent of the Organisers and Owners, and any such consent will be subject in all respects to the rules and regulations of the competent Authorities as well as to the requirements of the Owners or Organisers or their Contractors at the expense of the Exhibitor. The Owners and the Organisers or their Contractors shall have the right to enter any Stand to examine, test, repair or renew any electrical fittings or to remove any defective apparatus.

15. Handbills and other printed matter may only be distributed from Exhibitors' own Stands. Exhibitors must not paste or otherwise affix or exhibit advertisements upon any part of the Hall. No article may be photographed, drawn, copied or reproduced, without the consent in writing of the Organisers. The Exhibition name, wordmark(s), logo(s) and associated graphic devices are the protected property of the Organisers and cannot be reproduced in any form, or for any purpose, without their written permission.

16. In the event of any Exhibitor or his representatives or employees conducting or having conducted himself on the Exhibition premises in such a manner as may be considered by the Organisers or any of their duly authorised officers to be objectionable or likely to cause obstruction he shall be expelled forthwith from the Hall and shall not be permitted to return during the remainder of the Exhibition. If the Organisers consider an Exhibitor is conducting himself in a manner such as may make it probable that persons doing business with such Exhibitor may be dissatisfied or that discredit may be brought upon the Exhibition, the Organisers may, by notice in writing to the Exhibitor, forthwith terminate his licence to occupy his Stand but without prejudice to any other rights or remedies which the Organisers may have against the Exhibitor and in particular, but without prejudice to the generality of the foregoing, shall be entitled to retain all monies paid by the Exhibitor and to receive all monies which may at the date of such termination remain unpaid and due to the Organisers.

17. Exhibitors shall not sell or give away or permit to be sold or given away in any part of the Hall any articles for human consumption, drinking or smoking other than such as are supplied by the Owners or their agents.

Entertaining on Stands by dispensation of spirits, wines, beers, mineral waters, beverages and other refreshments either for eating or drinking must be done only in such portions of the Stands or offices as are not open to public view or entry. The Owners reserve the right to charge corkage on any bottle not bearing their mark or stamp.

18. Each Exhibitor shall in all cases comply with all requirements of the fire insurance officers and other Authorities concerned with the Hall and its protection. The Exhibitor shall be responsible for ensuring that each attendant or employee on the Stand is acquainted with the position and use of fire extinguishers in the Hall and knows the position of the nearest fire alarm.

19. In no circumstances shall any Exhibitor have or permit on his Stand naked lights or oil lamps, explosives or articles of a dangerous, inflammable or objectionable nature, nor may temporary gas or

electrical fittings be used in the Hall without written permission of the Organisers and the Owners and the authorised representative of either may remove any such article from the Hall.

20. No cinematographic, photographic, film, radio, television or any other apparatus which reproduces the words or actions of performers may be used in the Hall unless the consent in writing of the Organisers is first obtained, and if such consent be given each Exhibitor must observe and comply with such conditions as the Organisers shall impose and with all the regulations of the Owners and other Authorities of which Exhibitors are deemed to have notice and will be bound thereby.

21. No demonstration of Exhibits may take place of a nature likely to cause obstruction in the gangway or interference with the business of other Exhibitors. The Organisers reserve the right to stop any demonstration without incurring any liability for any loss sustained by the Exhibitor. No Exhibitor shall conduct a competition, or offer prizes, unless written permission has been obtained from the Organisers.

22. In the event of the postponement abandonment or restriction of the Exhibition through the Hall in which the Exhibition is to take place becoming wholly or partially unavailable for any reasons whatever or through any failure of any of the services or facilities usually afforded to Exhibitors due to flood, fire, strikes, disputes, lock outs, failure of light or power or any other circumstances beyond the control of the Organisers, the Exhibitor shall not have any claim against the Organisers for any liability or loss, and the Organiser shall be entitled to retain all monies paid by way of rent or otherwise, and to be paid all monies due under this contract and unpaid by the Exhibitor or such part as the Organisers in their absolute discretion shall consider reasonable. Without prejudice to the generality of the foregoing, if by rearrangement or postponement of the period of the Exhibition or by use of another Hall, or by any other means considered by the Organisers to be reasonable, the Exhibition can in the opinion of the Organisers be carried through, this contract shall remain binding upon all parties except insofar as such rearrangement shall affect the size and position of the Stand. The Organisers retain a lien on all goods in respect of unpaid accounts and reserve the right to prevent the removal of goods until a settlement be made and to store them at the Exhibitor's risk and charge.

23. In the event of an Exhibitor or an intending Exhibitor committing an act of bankruptcy or (being a company) going into liquidation (whether voluntary or compulsory, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction), or failing to observe and perform the obligations of the Exhibitor under these conditions of his contract for space including payment of instalments within fourteen days of the due date whether demanded or not the contract made with the Exhibitor may be determined by the Organisers by notice in writing, and all the monies paid by the Exhibitor under such contract shall be forfeited without prejudice to the right of the Organisers to claim for breach of contract.

24. No Exhibitor shall assign, sub-let, underlet, grant any licence or in any way part with or divide any Stand allotted to him, nor shall any circulars, advertisements, photographs or other matter relating to any manufacturer or trader who is not an Exhibitor be displayed or distributed without the consent in writing of the Organisers.

25. The Organisers reserve the sole rights of compiling and issuing any catalogue or list of Exhibitors and exhibits. The Organisers reserve the sole rights of printing and issuing invitations and tickets of admission, and only such invitations and tickets will be valid for the Exhibition.

26. The Organisers reserve the right to alter, add to or amend these conditions, or any of them, by notifying the Exhibitor in writing. The Organisers may, in writing, waive these conditions, or any of them, in any particular case, or cases, as they consider appropriate. No alteration, addition, amendment or waiver to or of these conditions shall operate to release any Exhibitor from his obligations set out herein.

27. Persons under the age of 16 years are not permitted to enter the Hall at any time.

28. These terms and conditions shall be governed by the laws of England and Wales and both parties agree to submit to the jurisdiction of the English Courts at all times.

Tarsus Exhibitions & Publishing Limited

9th Floor · Metro Building · 1 Butterwick · London · W6 8DL · UK

Tel: +44 (0)20 8846 2700 · Fax: +44 (0)20 8846 2801

Email: mthompson@tarsus.co.uk

Appendix A

EXHIBITOR HEALTH & SAFETY RESPONSIBILITIES

Tarsus Exhibitions has undertaken a generic assessment of the risks presented by the activities taking place in the halls during build up, breakdown and the open periods of the show. It is however essential that Exhibitors and Contractors are aware of their responsibilities in ensuring a safe working environment.

YOUR RESPONSIBILITY AS AN EXHIBITOR

As an Exhibitor, if you employ or contract out work on your stand, under Health and Safety legislation you are deemed the 'employer' and have certain duties to abide by. **You are directly responsible for the activities and health and safety of your Employees and the Contractors working on your stand and also for the safe use and maintenance of equipment.** This duty applies during the build-up, open period and breakdown of the show. You are responsible for defining areas of responsibility with the contractors you employ. You have a duty to ensure that your contractors are competent and have undertaken the necessary risk assessments for the activities being carried out. It is your responsibility to ensure that the contractor's documents are accurate, valid and are being abided by during the tenancy.

These documents are a legal requirement under The Health and Safety at Work Act 1974 and subsidiary Health and Safety legislation. The Organisers have acquired all relevant documentation and satisfied themselves that the officially appointed contractors working on the show are competent in the tasks required of them. Therefore you will **not** need to request these details from the **officially appointed contractors** (eg stand fitting contractor for shell scheme etc)

CHECKLIST OF KEY RESPONSIBILITIES

1. Appoint a competent person on your stand, responsible for Health & Safety for the build up, open and breakdown periods. This person should oversee every element of your participation, with a specific responsibility for managing Health & Safety, including the provision of proper information and instruction, training and supervision of all parties concerned, throughout the show
2. If you are using a Contractor for the construction of your stand, obtain copies of your contractor's Risk Assessment and Method Statement. Ask to see training records and accident statistics. Take up references & ask to see proof of previous work standards – in short, **satisfy yourself that your contractors are reliable and competent. This is your legal responsibility.**
3. Produce a Risk Assessment for your activities onsite. You have a legal responsibility to consider and assess the risks involved in your activity onsite and to ensure all risks are removed, or controlled and minimised. In particular, if you are demonstrating machinery you need to ensure adequate guarding and control measures are in place and if your contractors are working at height they are obligated to wear the **appropriate safety equipment (hard hats/harnesses)**
4. Provide suitable training for, and information to, your staff and contractors regarding the onsite risks in order for them to understand the risks and fulfil their responsibilities safely
5. It is extremely important that you consider aspects of fire safety when designing and dressing your stand, and make sure you comply with Health and Safety legislation and the venue's rules and regulations. Please see the Exhibition Manual for full details and please ensure that your Contractors comply with the rules and regulations of the Organiser & Venue

This document is intended as a brief guide only to draw your attention to your main responsibilities under Health & Safety legislation. Full rules and regulations and health and safety information are detailed in the Exhibitor Manual.

Tarsus Exhibitions & Publishing Limited

9th Floor · Metro Building · 1 Butterwick · London · W6 8DL · UK

Tel: +44 (0)20 8846 2700 · Fax: +44 (0)20 8846 2801

Email: mthompson@tarsus.co.uk