

LIFESTYLE ASIA - DIWALI SHOPPING FESTIVAL 2008

TERMS AND CONDITIONS

SAT 25TH & SUN 26TH OCTOBER 2008 – RAMGARHIA COMMUNITY CENTRE

These LIFESTYLE ASIA – Diwali Shopping Festival 2008 Terms and Conditions and any special conditions or additional conditions agreed by the Organisers (as defined in paragraph 1 below) constitute the entire agreement between the Organisers and the Exhibitor (as defined in paragraph 1 below) to the exclusion of all other terms, conditions and warranties whatsoever and represent the only terms on which the Organisers trade notwithstanding any terms and conditions that may be contained in any order or other form of the Exhibitor. This agreement shall not be varied save by written agreement between the Organisers and the Exhibitor signed by a duly authorised officer of each of the respective parties.

1. Definitions

In these Terms and Conditions the following expressions have the following meanings:-

i.	"Exhibitor" means any person firm or company who has made application for and who has been granted space in the Exhibition.
ii.	"Exhibition" means the event detailed as LIFESTYLE ASIA – Diwali Shopping Festival 2008.
iii.	"Organisers" means LIFESTYLE ASIA or its lawful assigns.
iv.	"Organisers' Exhibition Information Pack" means the LIFESTYLE ASIA – Exhibitor's Manual [LSA08008] for the Exhibition and related information documents issued to the Exhibitor.
v.	"Stand/Space Contract" means these Terms and Conditions [LSA08006] read in conjunction with the Exhibitor Booking Form [LSA08005] & LIFESTYLE ASIA – Exhibitor's Manual [LSA08008] for the Exhibition overleaf.
vi.	Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.
vii.	The headings to the paragraphs are for convenience only and have no legal effect.
viii.	The expression "group of companies" means in relation to any company that company and any holding company or subsidiary for the time being of such company and any other subsidiary of any such holding company.
ix.	The "Relevant Legislation and Regulations" mean (i) all relevant law and regulations for securing the health, safety and welfare of those attending the Exhibition, including without limitation to the foregoing any relevant Act of Parliament, including the Offices, Shops & Railway Premises Act 1963, the Fire Precautions Act 1971, the Health and Safety at Work etc; and (ii) the Rules and Regulations concerning the use and occupation of the exhibition site known as the Ramgarhia Community Center, Ulverscroft Road, Leicester, LE4 6BX, from time to time in force.

2. These Terms and Conditions

shall be governed by and construed in accordance with English law and shall be deemed to include all other terms and conditions or rules and regulations issued from time to time by the Organisers in relation to the Exhibition whether contained in the Organisers' Exhibition Information Pack sales literature or otherwise.

3. Duration of Exhibition

Details of Exhibition hours are given in the Organisers' Exhibition Information Pack. During these times stands/space must be manned by Exhibitor's staff

4. Time of Contract

Subject to paragraph 17 below and to the following provisions of this paragraph 4, application for stand/space must be made on the Organiser's official Stand/Space Contract and must contain information on exhibits to be displayed. The contract for stand/space shall be deemed to be made when the Stand/Space Contract has been received by the Organisers duly completed and signed by the Exhibitor and has thereafter been accepted by the Organisers. The Organisers may at their sole discretion accept applications by purchase order, in writing, by telex or facsimile or accept a deposit payment in lieu of written application and on the understanding that these Terms & Conditions shall apply.

5. Signatories

The person or persons signing the Stand/Space Contract on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim as against the Organisers that such person or persons did not have such authority.

6. Stand Allocations, Fittings and Occupation

i.	Stands/Space will not be reserved. Booking stands/space must be accompanied with a signed Exhibitor Stand/Space Contract and a 50% non-refundable deposit must be with the organisers within 48 hours of booking otherwise the stand/space will be released.
ii.	If the stand/space is booked within 42 days of the exhibition date, 100% of the stand/space cost must be with the organisers within 24 hours of booking accompanied with a signed Stand/Space Contract otherwise the stand/space will be released.
iii.	Full payment must be with the organisers by Friday 12 th September 2008, failure to comply with the payment terms, even if 50% deposit has been paid, will result in the stand/space being released and available to potential exhibitors.
iv.	The height of the stand and decoration material should not exceed 2.3m (7.5ft). Any stand/space display exceeding this will require submitting their designs and will require written authorisation from the organiser prior to the Exhibition date. This is to ensure it is not to cause inconvenience, distraction, or disturbance to neighbouring participants. Failure to comply will result in the exhibit not being allowed to be displayed and the company may be expelled from the Exhibition, without compensation from the organisers.
v.	Exhibitors may not sub-licence, assign or transfer or in any other manner make over to any other Exhibitor or third party the Whole or any part of the stand/space Allocation.
vi.	Exhibits must be positioned in such a manner that as no time will intrude into the gangway to hazard visitors and fellow exhibitors.
ix.	All exhibitors must inform organisers of the services that will be displayed on their stand/space.



7. Removal of Exhibits

i.	The Organisers reserve the right to require the Exhibitor to remove any exhibit being exhibited at the Exhibition if the Organisers in their absolute discretion consider that the same is libellous or of an obscene nature or may infringe the rights of any third party or which the Organisers consider in their absolute discretion to be undesirable or detrimental to the Exhibition, to other exhibitors or the general commercial interests of the Organisers or any other company from time to time forming part of the same group of companies of which the Organisers form part.
ii.	By entering into an agreement to attend the Exhibition the Exhibitor warrants to the Organisers that all designs and artwork on or relating to the Exhibitor's stand and any items displayed on the Exhibitor's stand shall not infringe any trade marks or copyright or patents or other intellectual property rights of any third party in any way.
iii.	In the event that the Organisers are under any legal obligation (whether by virtue of a court injunction or order or judgment or a recommendation or decision of a Trading Standards Officer or otherwise) to have removed either any item or items displayed on the Exhibitor's stand or any design or artwork on or relating to the Exhibitor's stand then (without prejudice to any other rights which the Organisers may have) the Organisers reserve the right to have that item or items removed from the Exhibitor's stand or to close the Exhibitor's stand at the Exhibition. No compensation or damages will be payable as a result of such removal or closure by the Organisers.
iv.	On completion of the exhibition, exhibitors are responsible for removing their installations and articles and will be responsible for the fire extinguishers on their stands until collected. Loss or damage to the extinguisher will incur a charge of £100.
v.	The organisers are empowered to order the permanent cessation of a working exhibit or display if 2 or more adjacent exhibitors should make a serious objection to the noise or any other disturbance resulting from such a working exhibit or display. The organiser's decision is Final.

8. Cancellation of Stand/Space

i.	In the event that an Exhibitor either wishes to cancel his stand/space booking or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Stand Space Booking Contract then the Organisers reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organisers) to apply the following cancellation charges and to reallocate such space:								
	<table border="1"> <thead> <tr> <th>Cancellation occurring</th> <th>Cancellation charge</th> </tr> </thead> <tbody> <tr> <td>More than 6 months prior to Exhibition</td> <td>20% of total contract price.</td> </tr> <tr> <td>More than 3 months and less than 6 months prior to Exhibition</td> <td>50% of total contract price.</td> </tr> <tr> <td>Less than 3 months prior to Exhibition</td> <td>100% of total contract price.</td> </tr> </tbody> </table>	Cancellation occurring	Cancellation charge	More than 6 months prior to Exhibition	20% of total contract price.	More than 3 months and less than 6 months prior to Exhibition	50% of total contract price.	Less than 3 months prior to Exhibition	100% of total contract price.
Cancellation occurring	Cancellation charge								
More than 6 months prior to Exhibition	20% of total contract price.								
More than 3 months and less than 6 months prior to Exhibition	50% of total contract price.								
Less than 3 months prior to Exhibition	100% of total contract price.								
ii.	If the Exhibitor wishes to cancel then written notice of such wish must be forwarded to the Organisers by Recorded Delivery Post and any such notice shall be deemed duly served on the day (not being a Saturday or Sunday or public holiday) two days following the date of posting.								
iii.	Notwithstanding that the Organisers may resell or reallocate the cancelled stand/space (or the space by which it is reduced pursuant to paragraph 9) after payment of the cancellation charges the Organisers shall be under no obligation to reimburse all or any part of such cancellation charges.								
iv.	The organisers reserve the right to cancel the stand space contract approved on the basis of misleading or false information or if the requirements for participation are no longer met by the applicant/exhibitor.								

9. Reduction of Space

Where after the contract for stand/space has been made an Exhibitor wishes to reduce the size of his space booking then written notice of such wish must be forwarded to and received by the Organisers by **Recorded Delivery Post**. The Organisers reserve the right to apply the scale of cancellation charges set out in paragraph 8(i) above to the total contract price according to the amount by which the original stand area is reduced. The Organisers may resell or reallocate the space in question. There shall be no obligation on the Organisers to accept notification of reduction.

10. Reallocation

For the avoidance of doubt any contract between the Organisers and the Exhibitor for exhibition stand space is only for an amount of such space and allocation of the Exhibitor's name to any particular part of the Exhibition floor plan or stand number will not constitute any agreement warranty or representation by the Organisers that the Exhibitor is entitled to exhibit at the Exhibition in such particular location and the Organisers reserve the right without being required to give notice to the Exhibitor to alter the layout of the Exhibition floor plan or position of any stand at any time.

11. Other Exhibitors

Whilst the Organisers shall act in good faith the name of any Exhibitor which may appear on any floor plan or stand number and any statement made by or on behalf of the Organisers that any exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute any warranty representation or undertaking by the Organisers that any such exhibitor shall attend the Exhibition or attend at any particular location.

12. Space not Occupied

The Exhibitor must occupy the space allotted to him by opening time on the first day of the Exhibition. Any Exhibitor failing to do so will be deemed to have cancelled his space booking. In this event the Terms and Conditions relating to Cancellation of Space set out in paragraph 8 above will apply and the Organisers may resell or reallocate such space.

13. Attendance

The Exhibitor acknowledges that the Organisers shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Organisers.

14. Indemnity

The Exhibitor shall fully and effectually indemnify the Organisers and keep the Organisers indemnified against all costs claims demands actions proceedings and losses whatsoever made against or incurred by the Organisers as a result of the Exhibitor exhibiting or advertising any goods or services at the Exhibition.

15. Bankruptcy

In the event of the Exhibitor becoming bankrupt or insolvent or committing any act of bankruptcy or insolvency or going into liquidation or in the event that a Receiver or Administrator or administrative receiver is appointed in respect of any of its assets then the Organisers reserve the right to terminate the contract with the Exhibitor and the Terms and Conditions relating to Cancellation of Space set out in paragraph 8 above shall apply.

16. Assignment

The contract for stand/space is personal to the Exhibitor and the Exhibitor shall not be entitled to assign, sublet or grant licences in respect of the whole or any part of the space allocated to him, or assign or otherwise deal with the rights and obligations hereunder nor may any cards advertisements or printed matter of persons who are not bona fide Exhibitors be exhibited or distributed on any stand. This shall not apply to persons firms or companies being subsidiaries agents or principals of the Exhibitor and who are duly listed with the Stand Space Booking Contract at the time of acceptance. The Organisers shall be entitled to assign the benefit (subject to the burden) of the contract for space without notice to or consent from the Exhibitor.

17. Licensor and Licensee

Upon acceptance of the Stand Space Contract by the Organisers there shall be a contract between the Organisers and the Exhibitor subject to these Terms and Conditions. The Organisers in their discretion may accept the Exhibitor's application for space orally (including by telephone) by telex facsimile or by forwarding to the Exhibitor written acceptance (which shall include a copy of the Stand Space Contract signed by or on behalf of the Organisers). As regards any space allotted the relationship of licensor and licensee shall exist between the Organisers and the Exhibitor. In case of non-payment of any sum due from the Exhibitor (whether formally demanded or not) or of any other breach of non-observance by the Exhibitor or any of these Terms and Conditions, the Organisers shall have right to revoke the Exhibitor's licence and re-enter upon the allotted space to remove and exclude the Exhibitor and all persons there from without prejudice to the right to recover all sums payable by the Exhibitor hereunder and without prejudice to any other right or remedy available to the Organisers.

18. Promotions and Representations

- | | |
|-----|--|
| i. | Whilst the Organisers shall use their reasonable endeavours to organise and promote the Exhibition in such manner as they consider appropriate, the Organisers reserve the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organisers as to audience projections or methods or timing of promotion shall constitute only general indications of the Organisers' promotion and organising strategy and shall not amount to any representation or warranty. |
| ii. | Any contract for space shall not be conditional on the presence or location of any other exhibitor at the same or any other exhibition and any reference to such conditionality shall not apply to any contract between the Organisers and the Exhibitor for exhibition stand space. |

19. Postponement or Abandonment

The Exhibitor shall not have any claim against the Organisers in respect of any loss or damage whatsoever consequent upon the Exhibition failing (for whatsoever reason) to be held or the Exhibition venue being or becoming wholly or partially unavailable for the holding of the Exhibition for whatsoever reason. If by rearrangement or postponement of the period of the Exhibition or by substitution of an alternative venue for the Exhibition or by means of any other reasonable matter or thing the Exhibition can be held the contracts for space shall be binding upon all parties save that the same shall be deemed to be varied so as to allow for any necessary change in venue, dates or period of the Exhibition, stand size, location or otherwise.

20. Insurance and Exclusions

- | | |
|-----|--|
| i. | The Exhibitor must effect at his own cost full indemnity insurance against public liability and all other usual risks in respect of loss, damage or injury to goods and persons and in particular against theft. Where an event occurs which is covered by such insurance for which the Exhibitor wishes to be compensated then he must claim under such insurance in priority to making any permitted claim against the Organisers. |
| ii. | Any liability of the Organisers to the Exhibitor in any way arising out of this contract:- |
| a. | shall be limited to direct losses or damage only and shall not extend to loss of profit or any indirect or consequential loss or damage howsoever arising; and |
| b. | shall not exceed an amount equal to the total contract price. |

21. Health and Safety and all Legislation and Regulations Relevant to the Exhibition

The Health and Safety at Work, etc Act 1974 and all other Relevant Legislation and Regulations (as defined in paragraph 1 above) apply to the Exhibition and the Exhibitor must fulfil its obligations in respect of all such Relevant Legislation and Regulations and ensure that all parties employed or engaged by the Exhibitor also operate within the laid down procedures.

22. Erection of Stands

All stand erection must comply with all Relevant Legislation and Regulations as defined in paragraph 1 above and by entering into an agreement to attend the Exhibition the Exhibitor warrants to the Organisers that the Exhibitor will ensure that the Exhibitor's stands at all times comply with the Relevant Legislation and Regulations.

23. Exclusion of Personnel

The Organisers reserve the right in their absolute discretion to exclude or remove from the Exhibition any person whose presence (in the opinion of the Organisers) is or is likely to be undesirable and the Organisers may exercise such rights notwithstanding that any person is the employee or agent of the Exhibitor or is otherwise in any way connected or associated with the Exhibitor.

24. Exhibitor Badge Identification / Complementary Tickets

- | | |
|------|---|
| i. | All exhibitors will have to wear a photo ID during the build and duration of the LIFESTYLE ASIA - Diwali Shopping Festival 2008. |
| ii. | All exhibitors will need to submit 2 passport photo ID's 30 days prior to the LIFESTYLE ASIA - Diwali Shopping Festival 2008. |
| iii. | If ID's are lost or forgotten and new ID's have to be issued at the show, a charge of £10.00 per pass will be incurred. |
| iv. | The number of ID's and Complementary tickets an exhibitor is entitled to is subject to the size of stand/space purchased. These are outlined in the LIFESTYLE ASIA - Exhibitor's Manual [LSA08008]. |

25. Distribution of Promotional Material

- | | |
|-----|---|
| i. | Exhibitor leaflets and promotional material may only be distributed from the exhibitors own stand/space and not public gangway or any other locations within the hall. |
| ii. | Exhibitors are ONLY allowed to distribute literature and promotional material of their own company. If the exhibitor is found to violate this condition, they will be removed from the exhibition and their stand/space closed. |

26. Cleaning of Stands/Space

- | | |
|-----|--|
| i. | Arrangements have been made by the organisers for the cleaning of the exhibition areas in general. |
| ii. | The cleaning within the exhibitor stands/space will remain the responsibility of the exhibitor. |

27. Consumer Show

- | | |
|-----|--|
| i. | The show is open to the general public and the organisers will not entertain request from exhibitors whom they do not wish to attend through personal/business difference. |
| ii. | The Organiser reserves the right to accept or reject any application or proposed exhibit without providing any reason. |

Name : _____

Signature: _____

Date: _____

