

BEST OF BRITAIN EVENTS LIMITED TERMS AND CONDITIONS OF PARTICIPATION IN BEST OF BRITAIN & IRELAND TRAVEL TRADE FORUM 2010 AND BEST OF BRITAIN & IRELAND 2010

1 DEFINITIONS

In these Terms, the following words will have the following meanings:

- 1.1 "Booking Form" means the corresponding form;
 "Exhibition" means the exhibition referred to on the booking form;
 "Fee" means the aggregate amount to be paid by the Exhibitor to the Organiser for the Space as shown on the Booking Form;
 "Exhibitor" means the company, person, organisation or other entity identified overleaf as making the application for Space at the Exhibition;
 "Exhibition Manual" means the handbook containing the regulations and requirements including, without limitation, those relating to the Exhibition, the Venue and the Exhibitor's attendance and conduct at the Exhibition;
 "Organiser" means Best of Britain Events Limited or its holding companies or its subsidiaries or any subsidiaries of any such holding company (such terms having the same definition as in the Companies Act 1985);
 "Space" means the area of the floor space at the Exhibition allocated to the Exhibitor;
 "Stand" means any structure, platform or other erection located in the Space for the Exhibitor's purposes at the Exhibition;
 "Terms" means these terms and conditions together with the contents of the Exhibition Manual;
 "Venue" means the events location where the Exhibition takes place;
 References to Clauses shall be to clauses of these Terms.

2 AGREEMENT

- 2.1 These Terms shall govern the provision of the Services by the Organiser to the Exhibitor to the exclusion of any other terms and conditions.
 2.2 A binding contract shall come into existence between the Exhibitor and the Organiser on acceptance of the Booking Form in writing by the Organiser.
 2.3 No changes to these Terms shall be valid unless in writing and signed on behalf of authorised representatives of both the Exhibitor and Organiser.

3 FEE

- 3.1 The Exhibitor shall pay the Fee in installments (if any) as shown on the Booking Form.
 3.2 The Exhibitor shall in addition to the Fee pay all amounts in accordance with the Exhibition Manual or in respect of all goods and services supplied at the request of the Exhibitor.
 3.3 The Fee shall be payable without deduction, withholding or set-off and is stated exclusive of VAT which (if and to the extent applicable) shall be payable at the prevailing rate.
 3.4 If the Fee is not paid in accordance with the Booking Form, then without prejudice to the Organiser's other rights or remedies:
 3.4.1 the Exhibitor shall be liable to pay interest on the overdue amount at an annual rate of 4% above the prevailing base rate of National Westminster Bank PLC. Such interest shall accrue on a daily basis from the date on which payment becomes overdue until the date we receive payment of the full overdue amount together with any accrued interest;
 3.4.2 the Exhibitor shall be liable for the Organiser's incidental costs of collection and recovery of amounts due.

4 CANCELLATION AND REDUCTION OF SPACE

- 4.1 Subject to this Clause, the Exhibitor may cancel its booking by notice in writing to the Organiser at any time ("the Cancellation Notice").
 4.2 Subject to this Clause the Exhibitor may apply by notice in writing by recorded delivery to reduce the amount of Space ("the Reduction Notice"). The Organiser shall, in its sole discretion, elect to accept the Reduction Notice.
 In the event that the Organiser accepts the Reduction Notice, the booking of such Space which forms the subject of the Reduction Notice shall be deemed to be cancelled. Cancellation fees shall be payable by the Exhibitor in accordance with Clause 4.4 and this Clause 4 shall apply to the cancelled portion of such Space.
 4.3 In the event that the Exhibitor either:
 4.3.1 serves a Cancellation Notice or a Reduction Notice; or
 4.3.2 fails to pay any amount due to the Organiser on the due date
 the booking of the Space shall be deemed to be cancelled as at the date of receipt of the Cancellation Notice or Reduction Notice by the Organiser or as at the due date for the payment which the Exhibitor failed to make ("the Cancellation Date"), as the case may be, and a cancellation fee calculated pursuant to Clause 4.4 shall be immediately payable by the Exhibitor.
 4.4 The level of the applicable cancellation fees shall be calculated according to the following table:

Cancellation Date	Percentage of the Fee payable
Before and including 1st October 2009	25%
From 1st October 2009 - 9th December 2009 Inclusive	75%
After 9th December 2009	100%

- 4.5 less any amount already received by the Organiser from the Exhibitor as part of the Fee.
 The Organiser may resell or re-allocate any cancelled Space and, for the avoidance of doubt, the Organiser shall not be obliged to reimburse any cancellation fees in the event of the re-booking of such Space.
 4.6 All notices served pursuant to this Clause 4, shall be sent by registered post and shall be deemed served on delivery.

5 OCCUPATION OF SPACE

- 5.1 The Exhibitor shall occupy the whole of its allocated Space by the commencement of the Exhibition and for the entire duration of the opening hours of the Exhibition. In the event that the Space is not so occupied, the Exhibitor shall be deemed to have cancelled the booking and the cancellation fees set out in Clause 4.4 shall apply.
 5.2 The Exhibitor shall not sub-let, share or part with occupation of the Space or any part of it without the Organiser's prior written consent.
 5.3 The Exhibitor shall occupy the Space as the Organiser's licensee. The Exhibitor shall not obtain any right of exclusive possession or occupation of or any proprietary interest in the Space.
 5.4 The Exhibitor's Stand shall be constructed in accordance with the rules and regulations set out in the Exhibition Manual. The Exhibitor shall comply with all instructions of the Organiser and/or its agents in respect of the construction of the Stand.
 5.5 The location of the Space allocated to the Exhibitor shall be provisional and subject to change prior to the Exhibition.
 5.6 The Organiser shall be entitled to relocate the Exhibitor's Space or venue at any time prior to the Exhibition and, if necessary, reduce the Space allocated provided that a rebate of the Fee is granted to the Exhibitor pro rata to the reduction of the Space.
 5.7 No Stand shall exceed 2.5m in height without the Organiser's prior written consent.
 5.8 The Exhibitor shall vacate the Space at the end of the period of the Exhibition or otherwise in accordance with the Organiser's request. In the event that the Exhibitor fails to vacate the Space, it shall indemnify and keep indemnified the Organiser against any losses, costs incurred as a result of the Exhibitor's failure to vacate.

6 EXHIBITOR'S OBLIGATIONS

- 6.1 The Exhibitor shall not supply from the Stand or elsewhere at the Exhibition any food, drink or tobacco without the Organiser's prior written consent.
 6.2 At the Exhibition the Exhibitor shall only conduct its business from the Stand. No literature, stickers, free items or promotional articles of any kind shall be distributed other than from the Stand.
 6.3 The Exhibitor shall comply with the Exhibition Manual. The contents of the Exhibition Manual varies depending on the exhibition and its venue but a copy of one which is likely to be similar to the Exhibition Manual may be obtained on request. This should be used as a guide of the nature and scope of the rules and regulations to be included in the Exhibition Manual. The Exhibition Manual will be sent to the Exhibitor approximately three months before the Exhibition.

7 LIABILITY AND INSURANCE

- 7.1 Subject to Clause 7.3, the Organiser shall not be responsible for:
 7.1.1 the safety of items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or
 7.1.2 the supply to the Exhibitor of any goods or services by the owner of the Venue or any third parties at the Exhibition.
 7.2 Although all reasonable precautions shall be taken, subject to Clause 7.3, the Organiser's liability shall be limited as follows:

- 7.2.1 the Organiser's maximum aggregate liability under or in connection with these Terms shall not exceed the greater of the total amount of the Fee actually paid by the Exhibitor and any amounts actually recovered from any policy of insurance by the Organiser in respect of the claim made by the Exhibitor;
 7.2.2 the Organiser shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising.
 7.3 Nothing in these Terms shall exclude or in any way limit the liability of the Organiser for fraud or for death or personal injury caused by its negligence, or for any other liability to the extent that the same may not be excluded or limited as a matter of law.
 7.4 The Organiser shall not be liable for any delay or damage or loss caused by any event, fact or circumstance beyond the Organiser's reasonable control.
 7.5 The Exhibitor shall indemnify and keep indemnified the Organiser against all costs, losses or damages incurred by the Organiser or claims made against the Organiser arising directly or indirectly as a result of any breach of these Terms by the Exhibitor, any default or negligence of the Exhibitor or the Exhibitor's agents, employees or sub-contractors in connection with the Exhibition.
 7.6 The Exhibitor shall take out and maintain adequate insurance including a minimum of £2million public liability insurance cover which shall not entitle the insurers to exercise subrogation rights against the Organiser and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organiser.

8 TERMINATION

- 8.1 The Organiser may cancel the booking forthwith by notice in writing to the Exhibitor or if appropriate exclude the Exhibitor from the Exhibition, if the Exhibitor:
 8.1.1 commits a material or persistent breach(es) of any of these Terms and, having received a notice giving full particulars of the breach(es) and requesting that the same be remedied, has failed to remedy such breach(es);
 8.1.1.1 in respect of a breach or persistent breaches taking place more than one month before the Exhibition, within 10 days of receipt of the notice; and
 8.1.1.2 in respect of a breach or persistent breaches taking place less than one month before the Exhibition or at the Exhibition itself, within the period specified in such notice, such period to be reasonable in the circumstances;
 8.1.2 becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt; or
 8.1.3 ceases, or threatens to cease, to carry on business.
 8.2 The Organiser shall be entitled to remove any person or thing or exclude the Exhibitor from the Venue in the event that the Organiser considers such removal or exclusion to be in the interests of the Exhibition, the Venue or the other exhibitors or visitors at the Exhibition.

9 SIGNATORIES

- 9.1 The person or persons signing the Stand 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.

10 ATTENDANCE

- 10.1 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 visitors to attend the Exhibition for any reason beyond the reasonable control of the Organisers.

11 FAILURE TO VACATE

- 11.1 Each Exhibitor will ensure that all exhibited articles and any alteration to the stand will be removed by the specified times at the end of the event. The Organisers reserves the right to pass on any costs incurred by any Exhibitor's failure to vacate.

12 COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Exhibition and the Exhibitor's attendance at the Exhibition, including without limitation, the rules and regulations set out in the Exhibition Manual and any additional rules imposed by the owner of the Venue, the local authority and any fire and safety regulations.
 12.2 All materials used for building, decorating and covering the Stand or forming part of the Stand must be non flammable.
 12.3 No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Exhibition by or on behalf of the Exhibitor.

13 LAW AND JURISDICTION

- 13.1 These Terms shall be governed in all respects by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes.

14 NOTICES

- 14.1 Save in relation to Clause 4, all notices and other communications served pursuant to or in connection with these Terms shall be sent by first class post, airmail, courier or fax to the address as specified overleaf for each party or to such other address as either party may notify for such purpose.
 14.2 Subject to Clause 4, notices shall be deemed served in accordance with the following:
 14.2.1 if sent by first class post to an address within the UK, two working days after posting and if sent elsewhere, seven working days after posting;
 14.2.2 if sent by courier, on confirmed delivery; or
 14.2.3 if sent by fax, on confirmation of transmission.

15 GENERAL

- 15.1 The failure of either party to enforce any term of or right arising pursuant to these Terms does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.
 15.2 The invalidity or unenforceability of any term of or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.
 15.3 These Terms constitute the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise whether, without limitation, relating to location of the Space, visitor or exhibitor attendance figures or otherwise, shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into these Terms (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in these Terms.
 15.4 Subject to the definition of "Organiser" pursuant to which it is intended to confer a benefit on the named third parties, nothing in these Terms shall confer on any third party any benefit or right to enforce any of the Terms whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.