

# Farnborough International Air Show 2016 Exhibitors' Terms & Conditions

## 1. Definitions

In these conditions: **Company** means the organisation detailed in the Booking Form; **Contract** means the agreement entered into between the NWAA and the Company for exhibition space at the Exhibition comprising the completed Booking Form and these Exhibitors' Terms and Conditions; **Exhibition** means the trade days of the Farnborough International Air Show 2016; and **NWAA** means the North West Aerospace Alliance.

## 2. Application

Unless otherwise agreed in writing these Exhibitors' Terms and Conditions shall apply to all contracts entered into by the NWAA and the Company regarding the Exhibition to the exclusion of any terms and conditions contained within the Company's purchase order which conflict with or purport to modify or supersede these Exhibitors' Terms and Conditions.

## 3. Payments Schedule

The price shall be paid as follows: 20% of the price plus £100 admin fee upon signature of the Booking Form; 50% of the price no later than 29<sup>th</sup> April 2016; 30% of the price no later than 10<sup>th</sup> June 2016.

Invoices must be paid in full by the date(s) shown on the invoice. In the event that any payment is not received by the NWAA by the due date the Company shall be deemed to have cancelled the Contract and the Cancellation Charge detailed in clause 5 shall apply.

Any additional costs incurred by the NWAA in relation to the Contract will be invoiced separately and should be paid no later than the due date shown on the invoice.

## 4. Pricing

The prices detailed in the Booking Form are based upon the costs quoted to the NWAA of exhibition space, materials, labour and transport at the time such prices were quoted. In the event of any increase in such costs prior to the opening of the Exhibition the NWAA reserves the right to amend charges accordingly.

In the event that the Company resigns its membership of the NWAA or fails to pay its membership subscription by the due date the Contract price shall be adjusted accordingly.

## 5. Cancellation by the Company

The Company may cancel the Contract upon written notice to the NWAA. In the event of such cancellation the Company will be liable for the cost incurred by the NWAA up to the date of cancellation which are estimated as follows:

Cancellation date	Cancellation Charge
Prior to 26/02/16	20% of the price plus £100 admin fee
Prior to 25/03/16	30% of the price plus £100 admin fee
Prior to 22/04/16	50% of the price plus £100 admin fee
Prior to 10/06/16	80% of the price plus £100 admin fee
or later 10/06/16	100% of the price plus £100 admin fee

## 6. Unavoidable Adjustments to the Stand

The NWAA reserves the right to change the design, layout and orientation of the stand, including the positioning of exhibitors, at any time prior to opening of the Exhibition. In the event such changes are likely to occur the NWAA will endeavour to consult the Company as soon as reasonably practicable.

## 7. Company Obligations

The Company shall (and shall ensure that any sub-contractors engaged by the Company) comply with the Farnborough International Air Show 2016 Exhibition Regulations. The Company shall provide the NWAA and / or the NWAA's contractors with any and all information that is requested by the deadlines stated for completion. In the event that the requested information is not received by the NWAA (and / or the NWAA's contractors) on or before the due date stated the Company shall be deemed to have cancelled the Contract and the Cancellation Charge detailed in clause 5 shall apply.

The Company and any sub-contractors engaged by the Company must not take part in any activity (either directly or indirectly) which, in NWAA's reasonable opinion, brings or is likely to bring the NWAA or the NWAA's clients into disrepute.

The Company's personnel attending the Exhibition must behave in a way that will not cause a nuisance to any other exhibitors including, by way of example only, creating loud noise and misuse of communal stand areas.

The Company shall ensure that their allocated area of the stand is maintained in a tidy state throughout the Exhibition.

The Company (and its sub-contractors) must adhere to any other stand regulations that may be imposed by the NWAA.

## 8. Insurance & Liability

The Company is responsible for any damage to its allocated area of the stand structure and /or platform caused by the Company and / or the Company's sub-contractors during the Exhibition and the Company will be liable for any costs incurred as a result of such damage.

The NWAA is not liable for any third party loss, damage, accident or injury resulting from the acts, omissions or negligence of the Company (or the Company's sub-contractors) and the Company should ensure that it has adequate Public Liability Insurance cover for the Exhibition.

The Company must insure its: property; and/or products; and/or display items against theft or damage during transit and for the duration of the Exhibition. The NWAA is not responsible for any loss or damage to the Company's: property; and/or products; and/or display items; howsoever caused.

## 9. Transport

The NWAA is not responsible for the transport of exhibits to and from the Exhibition; however a group shipment service will be available. The Company is responsible for advising the NWAA should it wish to utilise the group shipment. The NWAA shall have no liability to the Company for any costs incurred by the Company resulting from the Company's failure to comply with deadlines for the group shipment.

The Company must ensure that all consignments are labelled correctly showing the Hall and Stand number. The Company is responsible for ensuring that all necessary licenses for import and export are provided.

## 10. Guidelines for UK Export Controls

All exhibitors and visitors are advised to ensure that they have all necessary trade control licences in place for any business that may be conducted at the Exhibition, in line with their statutory legal requirements under the UK's Trade in Goods (Control) Order 2003 and Trade in Controlled Goods (Embargoed Destinations) Order 2004.

Please contact the Export Control Organisation at the department for Business Innovation and Skills (Tel: 0207 215 2423) with any queries.

The NWAA accepts no legal responsibility for any actions resulting in prosecutions arising from a failure to obtain necessary trade control licences from the British Government.

## 11. Cancellation of the Exhibition

Should the Exhibition be postponed or cancelled the NWAA shall be entitled to terminate the Contract. The NWAA will make all reasonable efforts to reclaim any fees from: the Exhibition organisers; and the NWAA's contractors and the NWAA will refund to the Company any such fees net of any administration charges and any other costs incurred by the NWAA which cannot be recovered.

## 12. Limitation of Liability

The total aggregate liability of the NWAA under this Contract shall, to the extent permitted by law, be limited to the monies paid by the Company to the NWAA for the Exhibition less the £100 admin fee. The NWAA shall not be liable to the Company for any indirect or consequential loss or damage including loss of profit or loss of business which arise out of or in connection with the Contract. Nothing in these conditions excludes or limits the liability of the NWAA for death or personal injury arising from the NWAA's negligence or fraudulent misrepresentation.

## 13. Assignment

This Contract cannot be transferred wholly or in part by the Company to a third party without the prior written consent of the NWAA.

## 14. Force Majeure

The NWAA shall not be responsible for any event or failure in performance resulting from circumstances beyond the NWAA's reasonable control including cancellation or postponement of the Exhibition by the Exhibition organisers.

## 15. Governing Law and Jurisdiction

The Contract shall be considered as a contract made in England and shall be governed by, and construed in accordance with, the provisions of English Law and the parties