

FORESTRY EXPO SCOTLAND TERMS AND CONDITIONS

1. Application and Eligibility. Application for Stand space must be made on the form provided by Forestry Expo Limited (hereafter, "the Organiser"), containing the information requested and be executed by an individual who has authority to act for the applicant.

2. Stand Price. The price for each Stand is as is stated on the application form.

3. Payment Dates. No Stand will be guaranteed until the Organiser receives full payment for the total stand fee, along with the application form duly signed by the applicant. However, if full payment is not received by 28th June, the Organiser will have the right to resell the Stand space. The exhibitor understands and agrees that all amounts paid will be applied first to any outstanding obligations due to the Organiser by the exhibitor, and then to the amounts due in accordance with this paragraph, that any resulting amounts due must be paid within the time limits specified herein and that the Organiser will have the right to cancel this agreement if the exhibitor is or becomes in arrears with respect to any outstanding obligation due to the Organiser.

4. Cancellation of Stand Space. In the event that the exhibitor notifies the Organiser of the exhibitor's intent to cancel the contract after acceptance but prior to 28th June, a full refund of the monies received minus a 20% administrative fee will be made. A charge of 50% of the cost of the total Stand space contracted will be imposed for a written cancellation received between 29th June and 26th July. No refunds will be made or cancellations accepted after 26th July.

If for any cause beyond the control of the Organiser - such as, but not limited to, the destruction of the exhibit facilities by an act of God, authority of law, fire or for other reasons the Organiser is unable to comply with the terms of this contract and deliver the Stand Space the Organiser shall be entitled to terminate the contract and any payments made to the organiser. Exhibitors are advised to consider taking their own cancellation insurance.

5. Stand Allocation. Stand Space will be allocated at the Organiser's sole discretion according to the availability of the requested area, the amount of space requested, special needs, and compatibility of the exhibitor's products with the Organiser's aims and purposes. The Organiser reserves the right to assign space other than the choice requested, if necessary, and the right to rearrange the floor plan and/or relocate any exhibit.

6. Stand, Equipment and Services. Indoor stands: displays must not project so far as to obstruct the view of the adjacent stands. In the rear, of all Stands, display material or equipment can be placed to a height not exceeding 2.13m, unless requested in writing and approved by the Organiser. In the remainder of the Stand, all display material or equipment shall also not exceed 2.13m in height.

7. Conduct of Exhibitors. An exhibitor may not assign, sublet or apportion all or any part of the contracted Stand space, nor may an exhibitor permit the display, promotion, sales or marketing of non-exhibitor products or services.

8. Unacceptable Exhibits. The exhibitor agrees not to use any displays that the Organiser determines, in its absolute discretion, which are not safe, are in bad taste, are liable to discredit the Organiser.

In the event the Organiser determines at any time that any exhibit is or may become contrary to the terms of this contract and the exhibitor is unable or unwilling to follow the reasonable requirements of the Organiser, the Organiser may terminate this agreement immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund of the Stand or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact the Organiser immediately.

Interviews, demonstrations and distribution of literature or samples must be made within the Stand area assigned to the exhibitor. Canvassing or distributing of advertising outside the exhibitor's own Stand will not be permitted. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind. The character of the exhibits is subject to the approval of the Organiser. The right is reserved to refuse the applications of companies not meeting the standards required or expected, as is the right to curtail exhibits or parts of exhibits that are not in accord with the character of the event. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc.

9. Installation/Dismantling. All exhibits must be set up and operational by 8.00am on Thursday 22nd August. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted. At 8.00am an inspection will be made and exhibits that are obviously not being worked on and have no representative present will be referred to the Organiser for a decision on whether the Stand should be dismantled prior to opening. Charges will be billed to the exhibitor. Exhibition aisles must be clear by 8.15am.

The official closing time of the event is 5.00pm on Thursday 22 August and 4.00pm on Friday 23 August. No packing of equipment or literature or dismantling of the exhibits is permitted until closing time. Any company in default of this regulation may be denied exhibit space at any future exhibitions organised by The Organiser.

10. Additional Exhibitor Services. Services are available to exhibitors at specified charges through the Organiser.

11. Deliveries etc. The Organiser will have control of all deliveries and Exhibitor movement during the build up to prevent congestion.

If the Exhibitor uses the services of a third party contractor, the following steps must be taken: The Organiser must be notified, and proof of adequate liability insurance must be given, at least 30 days prior to the event setup. The Stand number, name of the exhibitor and identification of the outside contractor must be included.

12. Exhibit Staff Registration. There is no limit on the number of personnel who can staff each stand.

Exhibitors must wear wristbands provided by the Organiser at all times - including during setup times, event hours and dismantling - in order to enter the exhibition. Exhibitor wristbands are not transferable.

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13. Special Visual and Sound Effects. Audio-visual and other sound and attention-getting devices and effects will be permitted only in those locations and at such intensity as in the sole opinion of the Organiser do not interfere with the activities of neighbouring exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighbouring exhibitors.

14. Insuring Exhibits. Exhibitors are encouraged to insure their exhibits, merchandise and display material against theft, fire, etc., at their own expense. The Exhibitor is obliged to have in place Public Liability Insurance for an amount of at least £5,000,000 and to exhibit evidence of the same to the Organiser at the time of application and on request at the Event.

15. Liability for Damages or Loss of Property. The exhibitor shall protect, indemnify and hold harmless the Organiser from any and all liability, loss, damage or expense by reason of an injury or injuries sustained by any persons or property or loss of property or income that might be derived there from occurring in or about the venue or entrances thereto or exits therefrom. The organiser shall not be responsible or liable for any injury, loss or damage to any property or person brought by the exhibitor or otherwise located in the event premises.

16. Music Licensing. The exhibitor represents and warrants that it shall comply with all relative copyright restrictions and where necessary shall obtain the relative PRS and PPL licences from the appropriate bodies.

17. Advanced Set Up and Late Removal of Exhibits. Exhibition material cannot be received at the venue prior to the event setup dates. The exhibitor expressly agrees that any exhibit material remaining in the event space after the contracted move-out time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to the Organiser.

18. Failure to Occupy Space. Any space not occupied by 8.00am on 22nd August, shall be forfeited by the exhibitor, and the space may be resold, reassigned or used by the Organiser without refund, unless a request for delayed occupancy has received prior approval by the Organiser.

19. Site Clearance. Exhibitors are expected to leave their site clear of all rubbish and re-instated to its condition prior to the event. Any restitution charges required will be passed on to the exhibitor responsible.

20. Fire Regulations. No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.

21. Advertising Material. The Organiser will not endorse, support or be liable for the claims made by the exhibitors as to the quality or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support. All leaflets must be distributed within the Stand and not generally throughout the event space.

22. Event Layout Plan. Every effort will be made to maintain the general configuration of the layout plan. However, the Organiser reserves the right to modify the plan, if necessary, as determined solely by the Organiser.

23. WIFI. The Organiser takes no responsibility for any disruption to the WIFI network that is out with Organisers control. Quoted WIFI speeds may vary depending on usage.

24. Miscellaneous. The exhibitor expressly agrees to be bound by all terms, conditions and specifications herein listed and by the rules and regulations established by the Organiser from time to time. The exhibitor expressly agrees that this contract and such rules and regulations contain the entire agreement between the parties hereto and supersedes any prior agreement, written or oral. The proper law of the contract shall be Scots Law and the parties propagate the jurisdiction of the Scottish Courts.