

TERMS AND CONDITIONS

DEFINITIONS

'Organisers' - Washingtondowling Associates Limited

'Exhibition' – Scottish Energy and Environment Conference 2011

'Exhibitor' - Exhibitor and its employees and agents

PAYMENT FOR STANDS

Once the booking has been made for a stand it must be accompanied by payment within the deadlines stated. No Exhibitor may set up at the Exhibition unless full payment for the stand has been made. In the event of payment not being made in accordance with these Terms and Conditions, any deposit may be forfeited and the stand re-allocated. The respective Exhibitor must pay any loss incurred by the Organisers by reason of such non-payment.

CANCELLATION OF SPACE

In rare circumstances the Organisers may be prepared to consider cancellation of their contract with the Exhibitors but are under no obligation to do so.

STAND INTERIORS

Exhibitors must ensure they fit within the specified space and they conform to the requirements of the Organisers.

PROTECTION OF EXHIBITS

All exhibits must be properly protected to avoid any danger to any person or persons visiting or taking part in the Exhibition. The Exhibitor shall indemnify the Organisers against all such claims, actions, costs and liabilities on account of any injury or damage being caused by or accountable to any exhibit to any persons whatsoever.

SALE OF GOODS

The sale of goods from stands is permitted but must be conducted in accordance with the applicable provisions of the Shops Act and local by-laws. The selling of goods should not detract from the general aesthetic quality of the stand presentation.

DISMANTLING OF EXHIBITS

Under no circumstances must exhibits be removed or dismantled, either partially or totally, before the close of the event.

CONDUCT OF EXHIBITORS AND REPRESENTATIVES

The Exhibitor should not allow the stand to be used for any illegal or immoral purposes or for betting or gaming. Should this happen, the Organisers reserve the right to stop any such activity. Business shall only be conducted from the Exhibitor's own stand and

not in any gangway or elsewhere in the Exhibition. Any encroachment on the gangways and passageways shall be deemed to be in breach of contract.

REVISION OF LAYOUT

In the eventuality of revising the layout of the Exhibition, for any reason, the Organisers reserve the right to transfer an Exhibitor to a suitable alternative stand location. Layout floor plans provided to the Exhibitor do not constitute a representation that the stand allocated to the Exhibitor will remain in the position shown.

ADVERTISING MATTER

Exhibitors shall not distribute any advertising or printed material in the area of the entrances or exits nor in such a manner as to cause annoyance or disturbance to other Exhibitors. In the event of a complaint the matter shall be referred to the Organisers for their binding decision. Exhibits and other devices within the stand shall be operated and controlled so that there is no disturbance to other Exhibitors.

EXHIBITION SERVICES

The Organisers will make all reasonable efforts to provide necessary services for the smooth running of the Exhibition but shall have no responsibility for the breakdown or failure of such services.

ADMISSION

The Organisers reserve the right to refuse admission or to eject or otherwise exclude from the Exhibition any person or persons without assigning any reason.

FIRE RISKS AND SAFETY

All materials used in construction of interior displays must be either made of non-flammable material or be effectively fire proof. Exhibitors shall not place, or keep on the space allocated to them any substance that it, in the opinion of the Organisers, a dangerous, explosive or objectionable nature. All aisles and fire exits must be kept clear of exhibits. Exhibits must adhere to all fire and safety regulations for the duration of the event.

HEALTH AND SAFETY LEGISLATION

For the duration of the Exhibition, Exhibitors must ensure that all contractors, sub-contractors, agents and employees in the construction and dismantling of their stands / exhibits, and in the course of all work carried out on site by all or any of them, carry out the necessary steps to comply with the health and safety legislation applicable in the UK.

GENERAL INSURANCE

No responsibility will be accepted from the Organisers for any damage to stands or loss of property relating to any stand or anywhere else in the exhibition or in the course of its

delivery or removal from any cause whatsoever. Under no circumstances are the Organisers also responsible for any loss sustained by Exhibitors from fire, theft, damage or any other reason, or for personal injury or loss to or by any person employed by the exhibitor, anyone visiting its stand, or third party. It is advisable for Exhibitors to take out their own insurance to cover all risks.

EXHIBITORS' LIABILITIES AND THIRD PARTY COVER

The Exhibitor shall be responsible for all acts or omissions of itself, its employees, contractors, agents and visitors and shall indemnify the Organisers, other Exhibitors and visitors and keep them indemnified against all liability in respect thereof including any legal costs and expenses and any compensation and other costs paid by the Organisers to comprise or settle any claims and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Organisers or incurred or become payable by them arising therefrom in respect thereof, including any claims arising out of the supply of the Exhibitor of any kind whatsoever whether such samples be sold or given away free. The Exhibitor shall maintain appropriate third party liability insurance.

POSTPONEMENT OR ABANDONMENT

If by any reason of fire, storm, tempest, lightning, material emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosions, inevitable accident, force majeure or any cause not within the control of the Organisers whether ejusdem generis or not, the opening of the Exhibition is prevented or postponed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Exhibition, the Exhibitor shall have no claim for damages of any kind against the Organisers in respect of any loss or damage thereby sustained and the Organisers shall be entitled to retain such part of all sums paid by the Exhibitors as the Organisers consider necessary. If, in the opinion of the Organisers, by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall or building, or in any reasonable manner the Exhibition can be carried through, the contract for the space shall remain binding upon the parties, except as to size and position of stands as to which the Organisers shall determine any modification, substitution or re-arrangement they consider necessary. If the Organisers cancel the Exhibition for any other reason the Exhibitor shall have no claim against the Organisers except for the reimbursement of any deposit paid or final payment made to the Organisers.