

## TERMS AND CONDITIONS

If you have any questions or require advice or extra explanation of a regulation, then please do not hesitate to contact The Show Team, who will be ready to provide assistance. Tel: +44 (0)20 8773 8111 and email: [ppmashow@automate-uk.com](mailto:ppmashow@automate-uk.com).

### 1 DEFINITIONS

1.1 In this agreement, the following words and expressions shall have the associated meanings:

1.1.1 **Authority:** The Health and Safety Executive.

1.1.2 **Automate UK:** PPMA Limited (company registration number 02116954), trading as Automate UK.

1.1.3 **Automate UK Media:** any photographs or video recordings made by or for Automate UK which are retained and publicised on the Website.

1.1.4 **Booking:** the right to exhibit at the Exhibition. The Booking will either be Space Only or Shell Scheme.

1.1.5 **Break Down Period:** the period after Closing when the Stand will be dismantled and removed as is specified in the Exhibitor Manual.

1.1.6 **Build Up Period:** the period before Opening when the Stand will be erected as is specified in the Exhibitor Manual.

1.1.7 **Closing:** the time and date when the Exhibition ends, and the Visitors leave.

1.1.8 **Contract:** this agreement, relevant clauses in the Exhibitor Manual, the Regulations and all relevant written communication from Automate UK confirming details for the Booking and all relevant written communication from the Exhibitor confirming its requirements for the Booking, which are agreed by the recipient of the communication in question.

1.1.9 **Costs:** the monies payable to Automate UK by the Exhibitor in relation to the Booking, namely the Stand Cost which includes the Media Fee and any Lifting Charges. Costs will exclude Service Charges.

1.1.10 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018.

1.1.11 **Deposit:** a sum equal to ten percent of the Stand Cost.

1.1.12 **Early Bird Discount:** the discounted Stand Cost offered by Automate UK as set out in clause 6.

1.1.13 **Early Bird Expiry Date:** 31 October 2025.

- 1.1.14 **Equipment:** any machine, display unit or other equipment exhibited at the Stand.
- 1.1.15 **Exhibition:** the PPMA Show 2026.
- 1.1.16 **Exhibitor:** the entity that enters into the Contract with Automate UK.
- 1.1.17 **Exhibitor Directory:** any collateral, catalogue or section of the Website, the official catalogue of the Exhibition or other directory published in print, electronically or on any other media that details the Exhibition or the Exhibitor.
- 1.1.18 **Exhibitor Manual:** the information prepared by Automate UK and distributed to Exhibitors whether online or otherwise, setting out the practical aspects of their participation at the Exhibition.
- 1.1.19 **Floorplan:** the plan of the Exhibition at the Venue detailing the location of the stands and other facilities.
- 1.1.20 **Lifting:** the delivery of the Stand Materials and, or the Equipment to the Stand during the Build Up Period and the removal of the same during the Break Down Period.
- 1.1.21 **Lifting Charges:** the charges that, pursuant to clause 5.3, may be payable to Automate UK for the provision of Lifting.
- 1.1.22 **Location:** the area identified on the Floorplan allocated to the Exhibitor by Automate UK for the Stand as is agreed in writing by the parties when the Booking is made and is subject to change by Automate UK pursuant to clause 4.7.
- 1.1.23 **Media Fee:** a set fee for all exhibitors, which is compulsory and payable (pursuant to clause 6.7) on the same terms as the Stand Cost. The Media Fee covers pre-Exhibition promotion on the Website, along with on-site promotion in the Exhibitor Directory.
- 1.1.24 **Official Contractor:** any contractor or consultant as listed in the Exhibitor Manual that Automate UK permits to work with Automate UK or the Exhibitor in relation to the Exhibition.
- 1.1.25 **Opening:** the time and date when the Exhibition opens to Visitors.
- 1.1.26 **Other Exhibitors:** other entities that make a Booking.
- 1.1.27 **Other Stands:** any stand occupied by any Other Exhibitor at the Exhibition.
- 1.1.28 **PPMA Show Team:** any person associated with Automate UK who attends the Exhibition.
- 1.1.29 **Regulations:** any stipulations in the Exhibitor Manual or in the Schedule of this agreement.
- 1.1.30 **Second Payment:** a sum equal to 45% of the Stand Cost.
- 1.1.31 **Second Payment Date:** 19 December 2025, being the date when the Second Payment is due.

- 1.1.32 **Service Charges:** any separate, ancillary charges in relation to the Stand for the provision of services or utilities which are incurred by the Exhibitor whether to the Venue or Official Contractors. Payment of which is the responsibility of the Exhibitor.
- 1.1.33 **Shell Scheme:** the arrangement whereby the Exhibitor selects a Stand which is assembled by the Official Contractor.
- 1.1.34 **Space Only:** the arrangement whereby the Exhibitor rents the floorspace at the Location and designs and assembles the Stand to a specification agreed by Automate UK.
- 1.1.35 **Stand:** the physical structure assembled at the Venue for use by the Exhibitor during the Exhibition whether this is Shell Scheme or the bespoke design for Space Only.
- 1.1.36 **Stand Build Plans:** in relation to Space Only the dimensions, style, description of the aesthetics and functionality of the Stand as proposed by the Exhibitor and agreed by Automate UK.
- 1.1.37 **Stand Cost:** the sum payable for the Booking which will include the Media Fee.
- 1.1.38 **Stand Materials:** in relation to Space Only the items from which the Stand will be assembled.
- 1.1.39 **Stand Staff:** any person employed or engaged by the Exhibitor to attend the Exhibition on their behalf.
- 1.1.40 **Third Payment:** a sum equal to 45% of the Stand Cost.
- 1.1.41 **Third Payment Date:** 30 June 2026, being the date when the Third Payment is due.
- 1.1.42 **Venue:** as the context allows either (1) the facility to be used to host the Exhibition; being Hall 5 NEC or other suitable facility selected by Automate UK; (2) the entity which either owns or manages the Venue and with whom Automate UK deals in connection with the Exhibition.
- 1.1.43 **Visitor:** any person who is not Stand Staff or a member of the PPMA Show Team who attends the Exhibition.
- 1.1.44 **Website:** ppmashow.co.uk.

## 2 THIS CONTRACT

- 2.1 The Contract will become binding upon the payment by the Exhibitor to Automate UK of the Deposit, or, if after the Early Bird Expiry Date, the payment of any Deposit and / or Stand Cost.
- 2.2 The Regulations are a condition of the Contract. Any breach of any Regulation will permit Automate UK to terminate the Contract pursuant to clause 12.1.4.
- 2.3 The Exhibitor acknowledges that Automate UK has a contractual relationship with the Venue and accordingly:

- 2.3.1 to the extent that the acts or omissions of the Exhibitor lead Automate UK to breach its contract with the Venue or any associated duty of care, then the Exhibitor will remain liable to Automate UK for such losses;
  - 2.3.2 Automate UK will deal with the Venue, and save for the payment of Service Charges or dealings with the Venue's staff during the Exhibition, the Exhibitor will have no dealings with the Venue; and
  - 2.3.3 the Exhibitor acknowledges that certain decisions in relation to the Exhibitor's attendance at the Exhibition are made by the Venue and that Automate UK will not have the right to review or challenge these decisions.
- 2.4 The Exhibitor acknowledges the significance of the Exhibition to Automate UK's reputation and standing and accordingly the Exhibitor shall comply with all applicable laws and avoid any other form of unethical business practice including:
- 2.4.1 breaching laws relating to modern slavery; or
  - 2.4.2 accepting gifts or inducements of any kind or giving or offering to give any person, an inducement or gift of any kind that could be perceived by others to be a bribe; or
  - 2.4.3 assisting with or being a party to the breach of sanctions or regulations preventing terrorism or the financing of terrorism or laws prohibiting trade with prescribed nations.
- 2.5 Automate UK has the right to terminate the Contract and not repay any Costs if the Exhibitor ceases to trade, cannot pay its debts or enters into insolvency.
- 2.6 The Exhibitor acknowledges its responsibility to inform the Stand Staff of the provisions of clause 3.5 and any admission guidelines of Automate UK as publicised on the Website.

### **3 THE EXHIBITION**

- 3.1 The Regulations comprise Automate UK's specific requirements regarding the Exhibition but this clause 3 sets out other stipulations regarding how Automate UK will manage the Exhibition.
- 3.2 Automate UK may at any time in the interest of the good management of the Exhibition, impose such further Regulations as Automate UK may, in its absolute discretion, think fit.
- 3.3 Automate UK has provided a copy of the Exhibitor Manual to the Exhibitor, which contains the Venue's specific regulations and requirements regarding the manner and conduct of the Exhibition and Equipment.
- 3.4 The Exhibitor agrees to abide by any relevant provisions contained in the Exhibitor Manual as conditions of the Contract.

- 3.5 The Exhibitor recognises that the Exhibition reflects on Automate UK and its business. Accordingly:
- 3.5.1 the Exhibitor acknowledges that it owes Automate UK, the Visitors and Other Exhibitors a duty of care not to do anything that brings or could bring the Exhibition or Automate UK into disrepute;
  - 3.5.2 the Exhibitor agrees to act and behave towards the Other Exhibitors in the same manner as the Exhibitor would reasonably expect from the Other Exhibitors and accordingly the Exhibitor acknowledges that the Other Exhibitors are attending the Exhibition to further their businesses;
  - 3.5.3 the Exhibitor acknowledges that the Other Stands will contain valuable equipment and confidential information belonging to the Other Exhibitors. Other Stands are the workplaces of third parties. Accordingly, the Exhibitor will, for example, not disregard obligations of confidence, tamper with the equipment or unlawfully trespass onto the Other Stands; whether during the Build Up Period, the Exhibition or the Break Down Period.
  - 3.5.4 any behaviour which is anti-social or would, in Automate UK's reasonable opinion, otherwise make Visitors or Other Exhibitors less likely to attend other events hosted by the Exhibitor, is prohibited.
  - 3.5.5 During the Build Up Period and Break Down Period the Exhibitor will not allow third parties to walk across or have access to the floor area of the Venue comprising the Location. If the Exhibitor must leave this area unattended the Exhibitor will take whatever measures that are needed to restrict access to that area.

#### **4 THE STAND**

- 4.1 If the Booking is Space Only, the Exhibitor must disclose the Stand Build Plans in writing to Automate UK for approval when entering into the Contract.
- 4.2 If Automate UK at its complete discretion determines that the Stand Build Plans are complex and require specialist health and safety advice or approval from a structural engineer, the Exhibitor will at its own cost obtain such advice which the Exhibitor will disclose to Automate UK.
- 4.3 Notwithstanding clause 4.2, if approval is not given the Exhibitor must promptly adhere to any written requirements of Automate UK to rectify the Stand Build Plans.
- 4.4 The Exhibitor will be refused entry to the Venue during the Build Up Period if the Stand Build Plans have not received approval.
- 4.5 When the Exhibitor determines the specification of the Stand and regardless of whether the Stand is Space Only or Shell Scheme:
  - 4.5.1 the Stand must be kept tidy and in keeping with the Exhibition;

- 4.5.2 the Stand shall not encroach on the gangways which shall be kept free from obstruction;
  - 4.5.3 the Other Stands must not be obstructed and must be given a right to light and access;
  - 4.5.4 no rigged items will be closer than 1 metre from the Other Stands;
  - 4.5.5 all display materials, Equipment and Stand Materials must be fire resisting or treated to be fire resisting to the current and relevant British and European standards and must be installed to all applicable regulations;
  - 4.5.6 the Exhibitor must satisfy itself that the Stand and Equipment comply with the Regulations;
  - 4.5.7 any type of wall construction, other than the Shell Scheme, will only be permitted with the prior approval of Automate UK in writing. Walls along open perimeters must be relieved by display items and not left in plain colours;
  - 4.5.8 notwithstanding the need for the Exhibitor to submit details of the Stand Build Plans the Exhibitor is responsible for obtaining all necessary licences and permits or other documentation required by UK law in respect of the erection of the Stand and Equipment to be displayed at the Exhibition. Such licences, permits, authorities or other documentation shall be produced to Automate UK on request.
- 4.6 Entering into this Contract and the payment of the Deposit by the Exhibitor does not imply that Automate UK accepts any Stand Build Plans. The drawings submitted may not accurately depict the Stand. The Exhibitor acknowledges that the decision of Automate UK as to the eligibility and suitability of the Stand, including whether the Stand is dismantled, will be absolutely final and binding. Accordingly:
- 4.6.1 Automate UK reserves the right to exclude and/or require the removal of any Equipment or aspect of a Stand (if Space Only) which in its reasonable opinion is not within the scope of the Exhibition or is not suitable;
  - 4.6.2 if any Equipment shall, in the opinion of Automate UK, be noisy or cause any annoyance to Other Exhibitors or to Visitors, the Equipment shall be switched off on request from Automate UK; and
  - 4.6.3 Automate UK may at the expense of the Exhibitor remove or alter anything in, on, or forming part of any Stand if, in Automate UK's opinion, it is desirable to do so in the interests of the Exhibition.
- 4.7 Automate UK will allocate the Location and will have complete discretion. The Exhibitor recognises that Automate UK may have to change the Location at any time whether to accommodate the Venue's or the Authority's requirements or otherwise and the Exhibitor will agree to any such request. The Exhibitor acknowledges that Automate UK is responsible for the Exhibition and meeting the expectations of the Other Exhibitors, the Venue and Visitors.

## **5 OCCUPATION AND COMPLETION OF SITE**

- 5.1 The Exhibitor can only engage Official Contractors. The Exhibitor will have the opportunity to conduct due diligence on any Official Contractor and review the insurance carried by the Official Contractor. The decision to proceed with any Official Contractor will be the Exhibitor's.
- 5.2 Notwithstanding clause 5.1, the Exhibitor may use a contractor of their choice for the construction and erection of Space Only, and interior fitments for Shell Schemes. It is strongly recommended that the Exhibitor engages companies who are members of the Event Supplier and Services Association. The Exhibitor is responsible for ensuring that the appointed contractors are competent and adhere to Health and Safety legislation and Safe Working Practices.
- 5.3 The Exhibitor understands that only Automate UK will organise the Lifting:
- 5.3.1 the Exhibitor will decide before the Build Up Period whether it needs to instruct Automate UK to arrange Lifting.
  - 5.3.2 Automate UK will arrange for Lifting and the Lifting Charge will be payable by the Exhibitor to Automate UK.
- 5.4 The Exhibitor may (subject to any special conditions contained within the Exhibitor Manual) enter the Venue during the Build Up Period to supervise the erection of the Stand.
- 5.5 Automate UK may, in exceptional cases request the erection of particular Stands on other days and at times to be specified by Automate UK. Such requests will be at the complete discretion of Automate UK and will be adhered to by the Exhibitor.
- 5.6 The Stand and all Equipment will be ready by the Opening. After the Opening, no alterations or changes can be made to the Stand.
- 5.7 The Exhibitor will not remove the Equipment prior to Closing. By the end of the Break Down Period, Exhibitors must have dismantled the Stand and removed all Equipment, other display material and personal effects. The security of Stands and their contents including Equipment during the Break Down Period remain wholly the responsibility of the Exhibitor. Automate UK cannot be held liable for any damage or losses that might occur.

## **6 PAYMENT OF COSTS**

- 6.1 Any Booking made on or before the Early Bird Expiry Date, with the Deposit paid either on or before the Early Bird Expiry Date, or within two weeks of the Early Bird Expiry Date, will attract the Early Bird Discount.
- 6.2 Any Booking made, on or before the Early Bird Expiry Date with the Deposit not being paid on or before the Early Bird Expiry Date or within two weeks of the Early Bird Expiry Date, will not attract the Early Bird Discount.

- 6.3 Any Booking made after the Early Bird Expiry Date, regardless of when the Deposit is paid, will not attract the Early Bird Discount.
- 6.4 If the Booking is made on or before the Early Bird Expiry Date, the Stand Cost shall be paid by the Exhibitor as follows:
- 6.4.1 the Deposit shall be paid on or before the Early Bird Expiry Date or within two weeks of the Early Bird Expiry Date (failing which the Early Bird Discount will be forfeited and the Stand Cost shall be reinviced by Automate UK at full cost and clause 6.5 shall apply regarding payment of the Stand Cost);
  - 6.4.2 the Second Payment shall be paid at the Second Payment Date;
  - 6.4.3 the Third Payment shall be paid at the Third Payment Date.
- 6.5 If the Booking is made after the Early Bird Expiry Date but before the Third Payment Date, then the Stand Cost shall be paid by the Exhibitor as follows:
- 6.5.1 the Deposit and Second Payment shall be paid at the time of the Booking;
  - 6.5.2 the Third Payment shall be paid at the Third Payment Date.
- 6.6 If the Booking is made after the Third Payment Date, immediate payment of the Stand Cost will be a condition of the Booking.
- 6.7 The Media Fee will be included with the Stand Cost and accordingly will be payable by the Exhibitor when the Stand Cost is paid by the Exhibitor. Reference in this Contract to payment of, or refund of, the Stand Cost will also include payment of, or refund of, the Media Fee.
- 6.8 If the Exhibitor is due to pay the Lifting Charge, then payment will be made with the Stand Cost. If the requirements of the Exhibitor change, Automate UK reserve the right to adjust the Lifting Charge.
- 6.9 If any of the above payments are fourteen days in arrears (whether demanded or not) then:
- 6.9.1 Automate UK shall have the right to charge interest on overdue amounts from fourteen days after the due date, at a rate of 2% above the base lending rate of the HSBC Bank plc from time to time. Such interest shall accrue after as well as before any judgement and shall accrue on a daily basis;
  - 6.9.2 payment is a condition of the Contract and accordingly the Contract may at any time thereafter be terminated forthwith by notice in writing by Automate UK to the Exhibitor as is referenced in clause 12.1. In such event the Stand Cost if paid by the Exhibitor will not be refunded, and the balance of any Costs shall become due and payable forthwith together with any accrued interest.
- 6.10 The Exhibitor acknowledges the relationship Automate UK has with the Venue and Official Contractors and the Exhibitor will pay any Official Contractor and the Venue within the relevant payment terms.

## **7 LIABILITY**

- 7.1 Automate UK will use its reasonable endeavours to ensure that the Venue is able to host the Exhibition at the Venue, but the Exhibitor acknowledges that the Venue and not Automate UK has control over the availability of the Venue.
- 7.2 The Exhibitor acknowledges to Automate UK that trade shows are never guaranteed to raise profile, generate sales or attract Visitors or Other Exhibitors.
- 7.3 The Exhibitor attends the Exhibition in full awareness of the publicity that the Exhibition generates and the marketing, PR and organisational activities of Automate UK in relation to the Exhibition.
- 7.4 Automate UK shall not be responsible for loss of or damage to Equipment or other property in the custody of the Exhibitor. The Exhibitor must take out and maintain adequate insurance in respect of all such claims.
- 7.5 Except as permitted by law including personal injury or death caused by negligence of Automate UK or any fraudulent misrepresentation of Automate UK, Automate UK shall not be liable to the Exhibitor in relation to the Contract and the Exhibitor's attendance at the Exhibition.
- 7.6 The Exhibitor is responsible for all claims, actions or costs for personal injury and loss of or damage to property caused by or arising from the erection and dismantling of the Stand.
- 7.7 The Exhibitor acknowledges that Automate UK is a party to a contract with the Venue regarding the Exhibition and to the extent that the Exhibitor causes Automate UK to be in breach of the contract entered into with the Venue, the Exhibitor will indemnify Automate UK for such loss incurred by Automate UK.
- 7.8 In addition to the provisions of clause 4.5, Exhibitors are responsible for their own stand design and construction and will be liable to Visitors, Automate UK or Other Exhibitors if the Stand causes personal injury, death or damage to Visitors, any member of the PPMA Show Team, Other Stands or adjoining property. The approval of the Stand by Automate UK is only in relation to the aesthetics and whether the Stand may be obstructive or is in accordance with the Contract. No further duty of care is owed by Automate UK.
- 7.9 A Stand is a workplace in itself and the Exhibitor is responsible for the health and safety of that workplace during the construction, use and dismantling of the Stand. The Exhibitor also owes a legal duty of care to any Visitor who attends the Location.
- 7.10 The Exhibitor acknowledges its contractual obligations regarding the Stand and potential liability and, notwithstanding that Automate UK may impose changes, it is the Exhibitor's responsibility to seek independent advice should the Exhibitor have any concerns or questions as to its compliance with the Contract, health and safety and public liability obligations and the duty of care created by this Contract.

## **8 INSURANCE**

- 8.1 The Exhibitor must take out and maintain public liability insurance providing a minimum indemnity of £10m and employer's liability insurance providing a minimum indemnity of £5m for the duration of the Exhibition, including the Build Up Period and Break Down Period.
- 8.2 As a condition of the Contract before Opening all Exhibitors must give Automate UK a copy of the insurance referred to in clause 8.1. The Exhibitor acknowledges that, if necessary, Automate UK will share with Other Exhibitors the Exhibitor's insurance cover. Automate UK will after Closing delete the copy of the Exhibitor's insurance cover.
- 8.3 Exhibitors must insure against costs and expenses which they may incur in the event of the Exhibition being cancelled, postponed or suspended in accordance with the provisions of clause 10 curtailed in whole or in part for causes outside Automate UK's control, since Automate UK accept no responsibility in such an eventuality.
- 8.4 If the Exhibitor wishes to share its Stand with third parties, it is the Exhibitor's responsibility to ensure that the third parties are included in any insurance policy. If the third party has insurance that will not reduce or replace the Exhibitor's obligations in clause 8.1. The third party and the Exhibitor will separately account to each other.

## **9 REDUCTION OF STAND SIZE/WITHDRAWAL BY EXHIBITOR**

- 9.1 Without prejudice to the rights and remedies of Automate UK in respect of any breach of the Contract on the part of the Exhibitor, the Exhibitor may reduce the size of the Stand or withdraw from the Exhibition, the reduction being subject to the following conditions:
- 9.1.1 at any time before the Opening the Exhibitor may request that the size of the Stand be reduced, or a Stand be divided, which Automate UK will agree to at its discretion. The Exhibitor acknowledges that denying Automate UK sufficient time or information to make a decision will lead to refusal;
- 9.1.2 if Automate UK at its discretion is able to accommodate the change, Automate UK will notify the Exhibitor accordingly and will share all the information the Exhibitor reasonably requires.
- 9.2 The Exhibitor may at any time request that the Location is changed but Automate UK is under no duty to accommodate the request and not doing so will not entitle the Exhibitor to terminate the Contract.
- 9.3 The Exhibitor may withdraw from the Exhibition but, unless provided in clause 9.5 (in relation to Stand Costs) or clause 0 (in relation to Lifting Charges), there will be no refund of Costs paid and any payments of Costs to be made in the future will continue to fall due. Failure to submit the Stand Build Plans to Automate UK or to meet the stipulations made by Automate UK pursuant to clause 4.3 will be regarded as withdrawal
- 9.4 Where Automate UK reimburses the Exhibitor for the Stand Cost in accordance with clauses 10.1 or 10.2, Automate UK will take reasonable account of the work done by Automate UK in arranging the Exhibition (the associated costs are "front loaded") and the benefit the

Exhibitor has obtained from having its attendance included in the Exhibitor Directory will be reflected in the level of reimbursement.

- 9.5 The liability to pay Stand Cost (but not the Lifting Charge, repayment of which will be governed by clause 9.6) following withdrawal or reduction of Stand by the Exhibitor are set out below. Any reductions to the liability will not apply if Automate UK lawfully terminate the Contract.

<b>Date of receipt by Automate UK of Exhibitor's notice to reduce or withdraw</b>	<b>Proportion of Stand Cost payable on reduction</b>	<b>Proportion of Stand Cost payable on withdrawal</b>
On or before 19 December 2025	10%	10%
After 19 December 2025 but on or before 30 June 2026	55%	55%
After 30 June 2026	100%	100%

- 9.6 If the provisions of clause 9.5 are invoked then Automate UK will use commercially reasonable endeavours to cancel any Lifting Charges which have yet to be paid or seek a refund if the Lifting Charge has been paid by the Exhibitor.

## **10 AUTOMATE UK'S RIGHT TO CANCEL THE EXHIBITION**

- 10.1 Automate UK shall have the right at all times to cancel, reschedule or suspend the Exhibition in whole or part if there is likely to be insufficient participation by the Other Exhibitors or Visitors, the likelihood of such insufficiency to be determined by Automate UK whose decision shall be final. In the event of such an abandonment, cancellation or suspension, the Exhibitor shall, subject to clause 9.4, be entitled to receive repayment of any Stand Cost, but Automate UK shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of the Exhibition.
- 10.2 If the Exhibition is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lock-out, pandemic, civil disturbance, inevitable accident, the non-availability of the Venue or any other cause not within the control of Automate UK, Automate UK may subject to clause 9.4 and at its entire discretion repay the Stand Cost paid by the Exhibitor, but shall be under no obligation to repay the whole or part of such Stand Cost, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such event.
- 10.3 If Automate UK cancels the Contract pursuant to clause 10 then the provisions of clause 9.6 shall apply in relation to the Lifting Charge.

## **11 PUBLICITY**

- 11.1 Each Party is an independent data controller, but each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular:
- 11.1.1 any processing of personal data of Visitors by the Exhibitor will be in accordance with the Data Protection Legislation;
  - 11.1.2 the Exhibitor shall ensure that its Stand Staff are aware of the Exhibitor's dealings with Automate UK and the Venue and the consequential processing of the personal data of the Stand Staff regarding their attendance at the Exhibition;
  - 11.1.3 the Exhibitor will inform the Stand Staff of the Venue's and Automate UK's privacy policy. Automate UK will only process the personal data of the Stand Staff in accordance with its privacy policy and accordingly will only share personal data with entities connected with the Exhibition;
  - 11.1.4 Automate UK reserves the right to take photographs, films, videos, or other recordings of Exhibitor's Stands, the Stand Staff and the Equipment for the purpose of promoting the Exhibition and future Exhibitions;
  - 11.1.5 the Exhibitor will ensure that the Stand Staff are aware of Automate UK Media and that they may be filmed or photographed during the Exhibition;
  - 11.1.6 if a Visitor exercises rights under the Data Protection Legislation, then the parties shall where necessary cooperate but nothing will cause a party to breach the privacy rights owed to a Visitor.
- 11.2 The Exhibitor hereby authorises:
- 11.2.1 Automate UK to publish its entry in the Exhibitor Directory;
  - 11.2.2 Automate UK to publicise the attendance of the Exhibitor on the Website which will include any Equipment;
  - 11.2.3 if an Exhibitor fails to complete its directory entry, Automate UK will be entitled to enter the Exhibitor's details on its behalf in the Exhibitor Directory.
- 11.3 Automate UK do not accept any responsibility for any omissions, misquotations or other errors which occur in the compilation of the Exhibitor Publicity.
- 11.4 The Exhibitor acknowledges that all branding and livery relating to the Exhibition including but not limited to trademarks, copyright or design rights in and relating to the Exhibition shall be owned by Automate UK (or their licensors, where appropriate) and undertakes not to use the same, without the express prior written consent of Automate UK.
- 11.5 The Exhibitor will not photograph, draw or make a copy of the Stand without the written permission of Automate UK.

## **12 TERMINATION BY AUTOMATE UK**

12.1 If prior to the Exhibition, the Exhibitor fails to pay Costs or is in breach of:

12.1.1 clause 4.4 and the approval of the Stand Build Plans is not given;

12.1.2 clause 5.6 and the Stand is not ready;

12.1.3 clause 2.4; or

12.1.4 any other provision of this Contract with Automate UK;

in good faith considering the interests of the Other Exhibitors, Visitors or the Venue, Automate UK shall be entitled to terminate the Contract on written notice to the Exhibitor and the Exhibitor shall not attend the Exhibition.

12.2 In the event that Automate UK terminates the contract pursuant to clause 12.1 then:

12.2.1 clause 9.3 will apply in relation to the Costs and the provisions of clauses 9.5 and 9.6 shall not apply;

12.2.2 Automate UK shall potentially be compensated by the Exhibitor for any detrimental impact on the Exhibition and Automate UK's reputation.

12.3 If at any time during the Exhibition the Exhibitor is in breach of the Contract, Automate UK can at any time terminate the Contract with the Exhibitor on written notice and, if necessary, deny the Exhibitor further access to the Exhibition or use of the Exhibition's amenities. In the event of such termination of the Contract, there will be no refund of Costs, and any unpaid Costs will still fall due.

## **13 GENERAL**

13.1 The Contract represents the entire agreement between the Exhibitor and Automate UK in relation to the Booking and supersedes all promises and statements between the parties other than those expressly incorporated into the Contract. In addition, the Exhibitor acknowledges that they have not entered into the Contract in reliance upon any representation, warranty or undertaking which is not expressly set out or referred to in this Contract. This does not exclude liability for fraudulent misrepresentation.

13.2 No party shall acquire rights pursuant to the Law of Contract (Rights of Third Parties) Act 1999.

13.3 The proper law of the Contract shall be English Law and all disputes as to the construction of application of these Regulations or the rights and liabilities of any person hereunder shall be determined by English Law.

13.4 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **SCHEDULE: THE REGULATIONS**

### **1 CONSTRUCTION AND ERECTION OF STANDS**

- 1.1 All Shell Scheme stands include carpet. Exhibitors can use their own floor covering including platforms with Automate UK's permission in writing.
- 1.2 Fascias are not automatically included on any Shell Scheme Stands, apart from those on perimete.
- 1.3 All Shell Scheme Stands will be provided with a stand name board.
- 1.4 All Stand walls signs and supporting stand fittings must be no higher than 4 metres.
- 1.5 Equipment height is restricted to the height limit of the Venue, and it is the duty of the Exhibitor to check the height of the Venue in advance.
- 1.6 Any item or display attached must not project over the frontage of the Stand taken by the Exhibitor.
- 1.7 On divided sites, Exhibitors are responsible for erecting and decorating side and back walls facing on to their stand areas to a minimum height of 2.5 metres. Walls above this height must be clad and decorated on both sides from 2.5 metres upwards by the Exhibitor who has erected them. Such walls overlooking adjoining stands must be finished in plain colours only. There must be no visible wires.
- 1.8 If the Exhibitor fails to erect, clad and decorate such walls to Automate UK's satisfaction, Automate UK reserves the right to remedy such walls at the expense of the Exhibitor.
- 1.9 The minimum height for dividing walls is 2.5 metres.

### **2 ALL STANDS**

- 2.1 Where illuminated fascia boards are used on stands, the lighting thereof shall be of sufficient power to light the fascia board only and must not cause any spill of light on to neighbouring stands. No flashing lights will be permitted. Automate UK reserves the right to disconnect the electrical supply to any illuminated fascia which, in its opinion, is causing a nuisance to any other Exhibitor.
- 2.2 Any attachments to the floor of the Venue (not including carpet) will require the written consent of Automate UK
- 2.3 Mobile exhibition units, caravans or similar vehicles are only permitted with the prior written permission of Automate UK.
- 2.4 Laser equipment may not be used or exhibited without the written consent of Automate UK.

### **3 DANGEROUS SUBSTANCES AND NAKED LIGHTS/FLAMES**

- 3.1 Explosive, radioactive, highly inflammable or other dangerous substances may not be exhibited or brought into the Exhibition nor may naked lights or lamps be used during the

period of the Exhibition or the Build Up Period or Break Down Period, without the prior written consent of Automate UK.

3.2 Under the COSHH Regulations (Control of Substances Hazardous to Health), Exhibition stands are considered to be a workplace. If practicable COSHH regulated products should not be used. When COSHH regulated substances are used the Exhibitor should ensure that a COSHH assessment has been carried out prior to their attendance at the Exhibition and that the substances are correctly handled, stored and used to avoid the risk of accident or injury to Exhibitors, demonstrators, visitors or any other person on the premises.

3.3 The use of Liquefied Petroleum Gas (LPG) is prohibited.

#### **4 WATER FEATURES**

4.1 Strict regulations govern the use of water features. Exhibitors wishing to position a water feature on the Stand must apply for written consent at least six weeks prior to the Exhibition. The consent is subject to the approval of the Authority and Automate UK reserve the right to pass on to the Exhibitor any inspection fees charged in connection with this.

#### **5 AUDIO-VISUAL EQUIPMENT AND DEMONSTRATIONS**

5.1 If any presentation/demonstration causes obstruction within the gangway and/or excess noise or nuisance to Other Exhibitors, Automate UK reserves the right to cancel the presentation/demonstration or restrict the frequency.

5.2 All Equipment must comply with the requirements of the Noise at Work Regulations 2005 including assessment and control of noise levels as required by the Regulations.

5.3 If Exhibitors propose to use audio and/or audio visual equipment to play sound or audio visual recordings and/or relay television transmissions, or if Exhibitors propose to provide live performances, it is the Exhibitor's responsibility to obtain all appropriate licences including from (but not limited to) the Performing Right Society Ltd and Phonographic Performance Ltd at the Exhibitor's own expense.

#### **6 STAND CLEANING**

6.1 The Exhibitor is responsible for ensuring that the Stand is maintained in a clean and tidy state throughout the period of the Exhibition. Basic stand cleaning will be carried out by the Venue which includes vacuuming and removing bagged waste on the Monday evening/Tuesday morning before the Exhibition opens.

6.2 If stand cleaning is required on the remaining two open days of the Exhibition, the Exhibitor will need to arrange/book this directly with the Venue. The cleaning of Equipment is the Exhibitor's responsibility, and the cost will be met by the Exhibitor.