

IPG at the Frankfurt Book Fair 2023

Exhibitor Terms and Conditions

If you have any questions regarding these Terms and Conditions (Ts&Cs) please do not hesitate to contact the IPG team, who will be ready to offer you every assistance.

Definitions

In these Ts&Cs the following words and expressions have the following meanings:

- Contract means the Booking and these Ts&Cs
- Charges means the charges relating to the Booking including all fees, costs and expenses detailed in the Booking
- Event means the event referred to in the Booking, which is scheduled to take place on the dates specified on the Booking confirmation
- Exhibitor means the party named as Exhibitor on the Booking
- Exhibition Regulations means the regulations and instructions for exhibitors
- Exhibition Space means the space attributed to the Exhibitor at the Exhibition
- Organiser means the IPG
- Exhibitor Representatives means the Exhibitor, its employees, and or representatives'
- Value Added Services (VAS) means the provision of additional services by the Organiser
- VAS Charges means the charges for Value Added Services (VAS)
- Venue means the venue where the Event is to be held as set out in the Booking.

The headings in these Ts&Cs are for reference only and are not legally binding.

Contract Acceptance

If you wish to book an Exhibition Space at the Event we will agree with you the booking you would like to place. Our acceptance of your booking takes place when we confirm your booking in writing at which point a legally binding contract comes into effect between us ("Booking").

When we accept your Booking it shall be incorporated into, and be subject to these Ts&Cs. These Ts&Cs shall take precedence over your Booking except to the extent that your Booking expressly overrides these Ts&Cs.

Event Regulations

The Exhibitor shall, and shall ensure that its employees, agents, contractors, guests and visitors shall comply with the Event Regulations and any reasonable instructions given by the Organiser to the Exhibitor by or on behalf of the Organiser or in connection with the Event. The Event Regulations shall cover such topics as (but not limited to) (i) stand design and presentation (ii) erection and clearance of stands (iii) restrictions on permitted activities during the Event (iv) exclusion of dangerous materials and fire safety precautions (v) admissions and passes (vi) storage of stock (vii) stand opening times.

The Frankfurt Book Fair imposes additional requirements and regulations with regard to the Exhibition, their full terms and conditions can be found here <https://www.buchmesse.de/en/terms-conditions>. You shall and shall ensure that your employees, agents, contractors, guests and visitors shall comply with all such regulations and requirements and the Organiser shall be entitled to terminate this agreement if it has any reason to believe that you are in breach of such regulations or requirements.

Payment of Charges

- Payment of Charge shall be made by bank transfer or debit/credit card via the IPG website. Upon receiving the Order Confirmation, the Exhibitor must pay 50% of the invoice to secure the space and the remaining balance within 30 days of the invoice. Once the Order Confirmation has been received, cancellation is not accepted and payment of the balance must be paid within the allocated time frame, otherwise the Organiser reserves the right to offer the Exhibition Space to others.
- All VAS Charges due must be paid in full before the Exhibitor shall be permitted to occupy the Exhibit Space.
- Where the Organiser offers a payment schedule full payment is required before the Event takes place
- Prices quoted for Exhibit Space are exclusive of Value Added Tax or other applicable taxes, which the Exhibitor shall be responsible to pay, where appropriate, in accordance with the relevant legislation.

Exhibitor Cancellation

- In the event of Exhibitor cancellation, no refund will be made. In extenuating circumstances (see below) a 75% refund policy will be actioned;
 - Declared emergencies and epidemics. Government-declared local or national emergencies, epidemics, pandemics, and public health emergencies.
 - Government travel restrictions. Travel restrictions imposed by a governmental agency that prevent or prohibit travelling to, staying at, or returning from the Venue. This does not include non-binding travel advisories and similar government guidance.
 - Military actions and other hostilities. Acts of war, hostilities, invasions, civil war, terrorism, explosions, bombings, rebellions, riots, insurrection, civil disorder, and civil unrest.
 - Natural disasters. Natural disasters, acts of God, large-scale outages of essential utilities, volcanic eruptions, tsunamis, and other severe and abnormal weather events. This does not include weather or natural conditions that are common enough to be foreseeable in that location.
- The Exhibitor must provide written notice to the Organiser for any cancellation. The date on which the Organiser receives such notice shall be the effective date of such cancellation (the "Effective Date").

Eligible Exhibits

- The Exhibitor shall exhibit materials, products or services directly related to the industries to which the Event is targeted. The Organiser reserves the right to determine the eligibility of any product for display. Only the Exhibitor's name(s) or logo(s) may appear on signage placed on the Exhibit Space.
- No exhibits, advertising or displays shall be allowed to extend beyond or above the back and side walls of the Exhibit Space, without the Organiser's prior written consent.
- All Exhibits and displays of the Exhibitor on the Exhibit Space shall remain in place during the open period of the Event.

- In exceptional circumstances, The Organiser reserves the right to reject, eject or prohibit any exhibit, in whole or in part.

Exhibit Space

- The Exhibit Space is being provided as part of the Booking
- The floor plan of the Event and allocation of the Exhibit Space shall be determined by the Organiser and may be changed from time to time in the best interests of the Event, as determined by the Organiser in its sole discretion, and the Organiser cannot guarantee that the Exhibitor will be positioned next to or near to (or away from) any other exhibitor.

Shipping

The Exhibitor must ship **only books** if using the IPG shipping service with AMK Book Services. Other items such as stationery, posters and additional furniture must be sent using alternative methods sourced by the Exhibitor. Any charges or fines that IPG incur from not adhering to this will be passed on to the Exhibitor.

Laws and Regulations

The Exhibitor must strictly observe all national fire and health and safety laws and regulations, including the regulations of the Venue.

Insurance

The Organiser bears no insurance risk on behalf of the Exhibitor. It is the Exhibitor's responsibility to ensure that it has adequate insurance in place for the duration of the Event to cover any losses, costs and/or expenses which it may incur arising out of or in connection with the Event.

Conduct of Exhibitors

The Organiser reserves the right to stop any activity on the part of an Exhibitor that may cause annoyance to other exhibitors or visitors at the Event. Business must be conducted only from the Exhibition Space. The Organiser will not tolerate any conduct or behaviour that is seen as inappropriate, discriminatory or offensive to other exhibitors or visitors at the Event. The Organiser reserves the right to ask any Exhibitor who does not comply with these Ts&Cs to leave the Event immediately and there shall be no refund of any payments made by the Exhibitor if such action is deemed necessary by the Organiser.

IPG Exhibitor's directory

- The Exhibitor is required to complete its own directory entry in the manner requested by the Organiser. If the Exhibitor fails to complete its directory entry, the Organiser shall be entitled to enter the Exhibitor's details from their records on the Organiser's database and an exhibit description from a previous Event year (if available) or from the Exhibitor's website on its behalf.
- The Organiser shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Event directory, on the Event website, in the official catalogue of the Event or any other Event publication in any media.

Photography

The Exhibitor acknowledges and agrees that the Organiser may use any photography, video, filming or other recording produced or made by the Organiser or its agents at the Event, including at the

Exhibit Space of the Exhibitor, in any media whatsoever anywhere in the world for the sole purpose of promoting the Organiser, the Organiser's business or the Event itself.

Intellectual Property

All Intellectual Property "IP" belonging to the Exhibitor remains the property of the Exhibitor, and all IPG belonging to the Organiser remains the Organiser's property.

Exhibition Space

The Exhibitor occupies the Exhibition Space which it books as a licensee only. The Exhibitor does not obtain any right of exclusive possession, occupation and/or any other proprietary interest in the Exhibition Space. The Exhibitor must not sub-let, part with or share occupation of the Exhibition Space or any part of it unless it obtains the prior written consent of the Organiser.

Compliance with Laws

The Exhibitor shall comply with all applicable laws and obtain all necessary permits, licences, visas, authorisations or other documentation relevant to the performance of this Contract and relevant to the Event and, if applicable, relevant for the display or use of the Content.

Privacy and Data Protection

All data is processed in accordance with our privacy policy which can be found [here](#).

Exhibitor Breach

If the Exhibitor breaches any of its obligations under this Contract, the Organiser may immediately, without notice, prohibit the Exhibitor from exhibiting at or sponsoring the Event and terminate this Contract.

Disputes

If any dispute arises in connection with these Ts&Cs, our respective representatives shall meet in an effort to resolve the dispute. If the dispute remains unresolved after such meeting then it shall be referred to our respective senior management who shall attempt to resolve the dispute. If despite following this process the dispute is not resolved then either party may refer the matter to court.

Indemnities, Insurance and Liability

- The Exhibitor is responsible for all claims, actions and/or costs for personal injury and loss of or damage to property arising out of or resulting from its execution of this Contract or occupancy of the Exhibit Space or presence at the Event including, but not limited to, damage to the Venue (including fixtures, fittings and equipment), loss or damage to other exhibitors or any Attendees or any Visitors or their property caused by or arising from the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done on or from the Exhibit Space or at the Venue during the period of the Event or during the construction and dismantling periods, caused directly or indirectly by the Exhibitor or Exhibitor Representatives, omission or neglect of the Exhibitor or Exhibitor Representatives or by any exhibit, product or other article belonging to, or in the possession of, or used by, the Exhibitor or Exhibitor Representatives. The Exhibitor shall indemnify the Organiser in respect of all claims, losses, damages, actions, proceedings, costs (including legal costs and expenses) and demands in respect thereof.

- The Organiser shall not be responsible for losses or damage to exhibits or other property of the Exhibitor, howsoever caused. Exhibitors are encouraged to make security arrangements for sensitive or valuable items.
- The Organiser bears no insurance risk on behalf of the Exhibitor. It is the Exhibitor's responsibility to ensure that it has adequate insurance in place for the duration of the Event to cover any losses, costs and/or expenses which it may incur arising out of or in connection with the Event.

Entire Agreement

- This Contract contains the entire agreement between the parties. The Exhibitor acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. This does not exclude liability for fraudulent misrepresentation.
- These Ts&Cs shall override any terms submitted by the Exhibitor which shall have no legal effect.
- These Ts&Cs apply to the exclusion of any other terms whether implied by statute, custom or course of dealings. These Ts&Cs and any document referred to in them constitute the entire agreement between the Exhibitor and the Organiser. Under no circumstances whatsoever shall the Organiser be liable for any loss of profit, loss of opportunity, loss or damage to goodwill or for any indirect or consequential loss suffered or incurred by the Exhibitor in relation to the booking, the Event or otherwise under these Ts&Cs.

Amendments

The Organiser reserves the right to amend these Ts&Cs at any time and all such amendments notified to the Exhibitor shall be deemed binding upon the Exhibitor.