

## **IPG at The London Book Fair 2022**

### **Exhibitor Terms and Conditions**

These terms and conditions are incorporated into your booking contract. If you have any questions regarding the terms and conditions, then please do not hesitate to contact the IPG team, who will be ready to offer you every assistance.

#### **Definitions**

In these terms and conditions, the following words and expressions shall have the following meanings:

- Contract means the booking issued by the Organiser (IPG) to the Exhibitor which forms the contract to exhibit at the Event
- 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
- 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 title to each Regulation hereinafter set out is for ease of reference only and shall not be construed as limiting or defining the content of any Regulation.

#### **Contract Acceptance**

If the Exhibitor books online and the Organiser accepts the booking, the Exhibitor has entered into a binding Contract to participate as a stand sharer at the Event. Unless specified in writing and agreed by the Organiser, the Organiser will provide the details listed in the package's accompanying document on the Organiser's website. The Exhibitor acknowledges that its payment of all or part of VAS Charges shall be processed by the Organiser upon receipt.

#### **Permission**

The Contract permits the Exhibitor to occupy and utilise the space allocated by the organiser at the Venue. The Exhibitor hereby acknowledges and represents to the Organiser that the Exhibitor has received and thoroughly read, understood and agrees to comply with these Regulations, as well as the regulations of the Venue.

#### **Amendments**

Amendments to the booking by a duly authorised representative of the Organiser shall be incorporated herein and the Exhibitor shall be subject to the provisions of the Contract as so amended when written notification (which may be communicated by email) is sent to the Exhibitor.

#### **Payment**

- Payment should be made by bank transfer or debit/credit card via the IPG website. A non-refundable deposit for spaces 2x2 metres or larger will be taken to secure bookings. The final payment will be invoiced and required by 31 January 2022. For smaller packages we

require payment upfront. Once the deposit for 2x2m booths and upwards, and payment for smaller packages has been paid, cancellation is not accepted and payment of the balance must be paid by the due date, otherwise we reserve the right to offer the space to others.

- All Service Charge and VAS Charges due must be paid in full before the Exhibitor shall be permitted to occupy the Exhibit Space and/or, if applicable, display or use the Content at the Event or promotional materials.
- Where the Organiser offers a payment schedule full payment is required before the Event takes place
- Prices quoted for stand 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 and Downsizing**

- In the event of 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 Listing location. 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 parties agree that quantifying losses arising from the Exhibitor's cancellation of the Contract or downsizing of the Exhibit Space is inherently difficult, as the Organiser shall incur expenses and allocate resources. Accordingly, in the case of any cancellation or withdrawal by the Exhibitor, no return of funds will be due.
- The parties further agree that the agreed liquidated damages are not a penalty, but rather reasonable measure of damages based upon the nature of the losses that may result from such cancellation
- The Exhibitor must provide written notice to the Organiser for any cancellation or downsizing. The date on which the Organiser receives such notice shall be the effective date of such cancellation or downsizing (the "Effective Date").
- The Organiser reserves the right to refuse to permit the Exhibitor to downsize its Exhibit Space, but such refusal shall not affect the Exhibitor's right to cancel.

### **Eligible Exhibits**

- The Exhibitor shall exhibit materials, products or services directly related to the industries to which the Event is targeted or which is of specific interest to Attendees. 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 and in the Event exhibitor list.

- 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.

### **Laws and Regulations**

The Exhibitor must strictly observe all national fire and health and safety laws and regulations, including the regulations of the Venue. All exhibits and displays must have all necessary insurance in place.

### **Good Neighbour Policy**

The Exhibitor shall operate the Exhibit Space so as not to annoy, endanger or interfere with the rights of other exhibitors, any Attendees, any Visitors, the Organiser or the Venue owner. The Organiser may, in its sole discretion, prohibit any objectionable behaviour, loud noise or flashing lights or other action resulting in complaints from other exhibitors, any Attendees, any Visitors or the Venue owner and/or which causes a nuisance or interferes with the rights of others or exposes them to annoyance or danger.

### **Exhibitor Representatives; Exhibit Space**

- Exhibitor Representatives must be 18 years of age or older. The Organiser may, in its sole discretion, limit the number of the Exhibitor Representatives in the Exhibit Space.
- The Exhibitor acknowledges that it shall require its Exhibitor Representatives to conduct themselves in an appropriate, professional and business-like manner. The Organiser reserves the right to determine, in its sole discretion, whether the character, conduct and/or attire of Exhibitor Representatives are acceptable.

### **Exhibitor Conduct; No Retail Sales**

- As per London Book Fair's regulations, retail sales are prohibited during the Event
- The Exhibitor may distribute samples, souvenirs, permitted publications and similar items or conduct other sales or sales promotion activities only from within the Exhibit Space.
- Any demonstration, distribution or activity by Exhibitor Representatives that results in obstruction of aisles or prevents ready access to other exhibitors' Exhibit Space or otherwise disrupts or is likely to disrupt the Event is prohibited and shall be suspended permanently or for any periods reasonably specified 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 this Contract 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**

The Organiser expects the Exhibitor to respect the intellectual property rights of other parties. The Exhibitor shall not market, sell, distribute or display any product or material at the Event, including, if applicable, any Content that is counterfeit or in any way infringes trademarks, copyrights, patents, design rights, database rights or other intellectual property rights of a third party. Any Exhibitor determined by a court or other judicial body to be involved in unauthorised, counterfeit or infringing activity may have all such unauthorised, infringing, counterfeit or misleading products or Content removed from the Event, the Event website, the Event publications and promotional material in any media and/or the Exhibitor and Exhibitor Representative(s) may be removed from the Event and banned by the Organiser from future Events. However, this stipulation does not create an obligation for the Organiser to take such action. The Organiser does not accept any liability whatsoever for intellectual property infringements that may be committed by the Exhibitor.

### **No Sub Licensing**

The Exhibitor shall not sub license, assign or transfer the Exhibit Space except to Permitted Sharers. The Exhibitor shall not permit any person other than the Exhibitor, the Exhibitor's Representatives and Permitted Sharers to occupy or conduct business in Exhibit Space, or any part thereof, without the Organiser's prior written consent. The Organiser may impose further liquidated damages and other reasonable conditions on the Exhibitor for breach of this Regulation.

### **Permitted Sharers**

- The Exhibitor is not permitted to share the Exhibit Space with other business entities.
- The Exhibitor is responsible for ensuring that its colleagues comply with all the terms of this Contract and the Exhibitor shall be and shall remain liable for the acts and omissions and breach of the terms of this Contract by its Permitted Sharers.

### **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.
- The Exhibitor shall abide by any applicable union work rules and the regulations of the city, country and Venue, including any Venue regulations or Organiser's rules requiring Exhibitors to order certain services exclusively from the Venue.

## **Privacy and Data Protection**

The personal data provided by the Exhibitor to the Organiser is necessary for the fulfilment, administration, management and execution of the Contract and may be provided to the Organiser's affiliate(s), the Venue and their sub-contractors for that purpose. The individual identified in the booking is the contact person for the Exhibitor and may be contacted by the Organiser

## **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 all future events run by the Organiser or another member of the Organiser's Group and terminate this Contract

## **Resolution of Certain Disputes**

The Organiser shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by this Contract. The Organiser shall have full power in the manner of interpretation, amendment and enforcement of this Contract.

## **Bankruptcy or Liquidation**

- Should the Exhibitor (i) being an individual or firm, become bankrupt, have a receiving order made against him, her or it, or make any arrangements with his, her or its creditors; or (ii) being a limited liability company, go into liquidation (other than a solvent voluntary liquidation for the purpose of amalgamation or reconstruction) or have an administrative receiver appointed or an administrative order is made against it or its assets; or (iii) enter into any arrangement with its creditors or is unable to pay its debts as they become due, this Contract shall terminate immediately, save that all fees paid shall be forfeited and the balance of fees shall become due and payable immediately and such termination shall be without prejudice to any other legal or equitable remedies to which the Organiser is entitled.

## **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 and hold harmless the Organiser in respect of all claims, losses, damages, actions, proceedings, costs (including legal costs and expenses) and demands in respect thereof.
- The Exhibitor is responsible for the loss of or damage to the Wi-Fi device given by the Organiser, if included in the package booked through the Organiser's website or as a VAS through the Organiser. This includes any charges incurred by the loss of or damage to the devices.

- The Organiser shall not be responsible for losses or damage to exhibits or other property of the Exhibitor, howsoever caused.
- The Exhibitor shall take out and maintain adequate insurance in respect of claims under this Regulation and in respect of any costs and expenses which it may incur if the Event is cancelled, postponed or curtailed in whole or in part since the Organiser accepts no liability in such an eventuality.

#### **Entire Agreement**

- This Contract contains the entire agreement between the Organiser and the Exhibitor. 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 Regulations shall apply to all contracts, including this Contract, and shall override any terms submitted by the Exhibitor which shall have no legal effect.
- All conditions and warranties implied by custom, law or regulation are excluded from this Contract to the extent permissible by law.