

**ALEXONY MARITIME**  
**(THE EVENTS DIVISION OF ALEXONY LTD)**

**EVENT: IMPA ATHENS 2022**

**STANDARD TERMS AND CONDITIONS (“CONDITIONS”)**

## 1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

“Contract” means these Conditions (as amended from time to time), the Order Form in the form accepted by the Organiser and the Exhibitor’s Handbook.

“Event” means the conference event promoted by the Organiser and identified in the Order Form.

“Event Date” means the date or the first day of the Event (shown on the Order Form).

“Event Hours” means the hours the Event will open each day as indicated in the Exhibitors Handbook.

“Exhibitor” means the person identified in the Order Form as the Exhibitor.

“Exhibitors’ Handbook” means the exhibitors’ handbook for the Event published by the Organiser on its website located at <http://handbook.impalondon.com/> (as updated from time to time).

“Fees” means the fees (set out in the Order Form) payable by the Exhibitor for the Services

“Order” means the Exhibitor’s order set out in the Order Form.

“Order Form” means the order form overleaf or attached hereto or in such other form as the Organiser may in its discretion accept, by which the Exhibitor requests space, sponsorship and/or other related services from the Organiser in respect of the Event. The Order Form shall be deemed to include any document (relating to Sponsorship or otherwise) which is attached to or referred to in the Order Form and which the parties have expressly agreed in writing.

“Organiser” means Alexony Maritime which is a trading name of Alexony Limited whose principal place of business is at East Bridge House, East Street, Colchester, CO1 2TX.

“Services” means all services which the Organiser agrees to provide to the Exhibitor in respect of the Event (whether or not mentioned in the Order Form).

“Space” means the exhibition and/or meeting room space at the Venue indicated or referred to in the Order Form.

“Sponsorship” means the sponsorship package for the Event (referred to in the Order Form).

“Sponsorship Materials” mean logos, artwork, advertising material and other materials and information to be delivered by the Exhibitor to the Organiser in connection with the Sponsorship.

“Venue” means the Event venue mentioned in the Order Form.

“Venue Owners” means the owners and/or managers of the Venue.

1.2 **Construction.** In these Conditions:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes that party's personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. a reference to **writing** or **written** includes faxes and e-mails (subject to clause 20.1),
- (d) if the Exhibitor comprises more than one person, each such person shall be jointly and severally liable for the obligations and liabilities of the Exhibitor under this agreement, and
- (e) in the event of any inconsistency or ambiguity between these Conditions and the Exhibitors' Handbook the provisions contained in these Conditions shall prevail.

**2. BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Exhibitor to book Space and/or other Services in accordance with these Conditions and shall only be deemed to be accepted when the Organiser issues a written acceptance of the Order at which time the Contract is formed.

2.2 The Contract constitutes the entire agreement between the parties. These Conditions apply to the Contract to the exclusion of any other terms that the Exhibitor may seek to impose or incorporate.

**3. PROVISION OF SPACE**

3.1 Subject to these Conditions the Organiser hereby grants a licence to the Exhibitor to occupy the Space for the duration of the Event.

3.2 The Organiser shall notify the Exhibitor in advance of the Event the precise location of the Space.

3.3 The Organiser reserves the right at any time to change the location or size of the Space and accepts no liability for any such change other than an obligation to refund to the Exhibitor a proportion of the relevant Fees corresponding to any reduction in the size of the Space.

3.4 The Organiser shall grant access to the Space to the Exhibitor in advance of and after the Event to allow for construction and setting up and dismantling and

removal of any exhibition stand within times notified by the Organiser to the Exhibitor or otherwise as set out in the Exhibitors' Handbook..

- 3.5 The Organiser shall be entitled to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

#### **4. SPONSORSHIP**

- 4.1 If the Services include Sponsorship the Exhibitor shall be entitled to the benefits applicable to the relevant Sponsorship package. The Exhibitor shall provide the Organiser with the Sponsorship Materials in good time before the Event and not later than any time specified by the Organiser.
- 4.2 The Organiser may reject Sponsorship Materials which it considers inappropriate to the Event.
- 4.3 The Exhibitor hereby grants to the Organiser a non-exclusive, worldwide, royalty-free licence to reproduce (and have reproduced) the Sponsorship Materials in or on any media (physical, electronic or other form) and to distribute and exhibit (or have distributed and exhibited) the Sponsorship Materials in or on such media in accordance with the Sponsorship.
- 4.4 All use by the Exhibitor of any name, trade mark, logo or other intellectual property of the Organiser is upon such terms as the Organiser may licence and unless otherwise expressly agreed is licensed on a non-exclusive basis and on terms that each use by the Exhibitor is subject to the prior written approval of the Organiser. The Organiser reserves the right to licence more than one sponsor in respect of any particular activity or product.
- 4.5 Without prejudice to its other rights the Organiser reserves the right to make such modifications to the specification of any Sponsorship package as it may reasonably consider necessary or desirable.

#### **5. FEES**

- 5.1 The Exhibitor shall pay the Fees to the Organiser shall be in accordance with the terms set out in the Order Form. Time shall be of the essence as regards all payment obligations in the Contract.
- 5.2 All Fees quoted by the Organiser are, unless otherwise expressly agreed in writing, exclusive of value added tax ("VAT") or any other applicable tax and

the Exhibitor shall, in addition, pay to the Organiser any applicable VAT (or other tax) chargeable thereon at the prevailing rate.

- 5.3 All Fees shall be payable in the currency invoiced (pounds sterling unless otherwise expressly agreed) and the Exhibitor shall be responsible for all relevant banking and funds transmission fees and any currency exchange rate fluctuations.
- 5.4 Without limiting any other right or remedy of the Organiser, if the Exhibitor fails to make any payment due to the Organiser under the Contract by the due date for payment the Organiser shall have the right to charge interest on the overdue amount at the rate of four per cent per annum above the then current base rate of HSBC Bank plc accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

## **6. OBLIGATIONS AND GENERAL CONDUCT OF EXHIBITORS**

- 6.1 Equipment for the display of film or video, photographic slides, amplifiers, flashing lights and neon signs may only be used by or on behalf of the Exhibitor with the Organiser's prior written consent. All temporary electrical installations must be provided by electrical contractors approved by the Organiser and comply with the requirements of the current edition of IEE Regulations for Electrical Installations.
- 6.2 No competitions, lotteries, draws, games of chance or the like may be held by the Exhibitor whether at the Event or through the Sponsorship without the Organiser's and any competent authority's prior written consent.
- 6.3 The Exhibitor shall be obliged to contract the provision of all its food and beverage requirements for the Event with the catering contractor appointed by the Venue Owners. The Exhibitor shall not undertake any catering activity or sell or offer to provide any food or beverages during the Event other than with the Organiser's prior written consent and strictly in accordance with the terms of such consent.
- 6.4 All advertising, sales promotional, sponsorship and other activities of the Exhibitor shall be conducted in such a way as not to cause any annoyance or inconvenience to other exhibitors or visitors and within the Space allotted. The Exhibitor shall during the Event maintain its stand in a clean and tidy state and ensure its staff are at all times appropriately dressed.
- 6.5 The Exhibitor shall not paste or otherwise affix or exhibit advertisements anywhere in the building except on its stand and/or where granted as part of the

Sponsorship. The Exhibitor may only distribute advertising matter from its stand (which does not include the gangways) and only in relation to its own goods. The Organiser reserves the right to require any Exhibitor to remove any material or cease any activity at the Organizer's sole discretion. The Exhibitor shall not:

- (a) distribute, exhibit or advertise any third party materials, items or services at the Event, whether as part of its exhibition, Sponsorship or otherwise howsoever, or
- (b) exhibit, distribute or advertise as part of its exhibition or Sponsorship anything other than material within the general subject matter of the Event.

6.6 The Exhibitor shall ensure that during the Event Hours its stand and exhibits are open to view and staffed by competent representatives during the Event Hours, failing which the Organiser may at the Exhibitor's expense and in the Exhibitor's name arrange for this to be done or for the stand and exhibits to be removed or closed.

6.7 The Exhibitor shall conduct business at the Event only from the Space or appointed Exhibitor lounge areas and hospitality and meeting rooms. The Exhibitor shall not under any circumstances canvass other Exhibitors or visitors elsewhere within the Venue. The Exhibitor shall only be entitled to conduct social functions outside of the Space with the prior written approval of the Organiser.

6.8 In the exercise of its rights and obligations under this Agreement the Exhibitor shall not contravene, breach or infringe:

- (a) any law, regulation or guideline of any competent authority;
- (b) any rules, codes of conduct or terms and conditions issued by the Venue Owners;
- (c) the conditions of any licences for the sale of tobacco, wine, beer or spirits or for music, dancing, video or film projection or other licences held by the Venue Owners or the Organiser in relation to the Event; or
- (d) any third party intellectual property rights.

6.9 No film, videotapes or photographs of the interior of the Venue may be made or taken (before, during or after the Event) without the written permission of the Venue Owner.

6.10 The Exhibitor shall comply with the reasonable directions of the Organiser as to the exercise of the Exhibitor's rights hereunder as the Organiser sees fit in the interest of the good management of the Event.

- 6.11 Except where expressly stated to apply only during Event Hours, this clause 6 shall apply before, after, and during the Event Hours.

## **7. ERECTION OF STANDS**

- 7.1 The Exhibitor shall be responsible for supplying and erecting its stand including all structures, fittings, lighting and other accessories in conformity with the Organiser's general design theme and the requirements of the Venue Owners and any relevant regulatory authority. All painting and decoration of the stand shall be completed before the stand is delivered to the Venue.
- 7.2 Full dimensional drawings showing all constructional details and positions of exhibition stands, machinery and exhibits must be submitted to the Organisers, the Venue Owners and any relevant competent authority in good time before the Event Date.
- 7.3 The Exhibitor shall appoint a contractor acceptable to the Organiser (which may be the official stand contractor appointed by the Organiser for the Event) to carry out work to the stand in the Space.
- 7.4 The Exhibitor's stand and exhibits shall be subject to the approval of the Organiser both at planning stage and once constructed. The Exhibitor shall have its stand constructed and delivered to the Venue not later than the time and date specified by the Organiser.
- 7.5 The Exhibitor shall not without the Organiser's prior written consent:
- (a) bring or deliver any goods to its stand after 10am on the Event Date, or
  - (b) remove any goods from its stand during the Event.

## **8. HEALTH AND SAFETY**

- 8.1 The Exhibitor shall ensure that any materials used for the building, decorating or covering of the stand or used in any Sponsorship shall be fireproof and will conform to the requirements of the fire regulations of the Organiser, Venue Owners and all relevant government or local authority regulations as set out in the Exhibitors' Handbook. The Exhibitor shall not take or bring into the Event any explosive, inflammable, dangerous, harmful or illegal substance.
- 8.2 The Exhibitor shall not display or place goods in such a manner as may, in the opinion of the Organiser or the Venue Owners, obstruct the open spaces or gangways of the Venue or cause inconvenience or hazard to the public or the Organiser, the Venue Owners or any other exhibitor or otherwise to affect the display of any other exhibitor. The Exhibitor shall comply immediately with any

direction given by the Organiser or Venue Owners in respect to this matter or in respect to fire or safety precautions. The Exhibitor shall not engage in any activity, which may jeopardise the safety of the Event, the Exhibitor's staff, other exhibitors or their staff or those attending the Event or the Venue for any purpose.

- 8.3 The Exhibitor and each of its contractors must conduct a risk assessment and method statement of their activities (build-up, show open days and dismantling) in accordance with any directions set out in the Exhibitors' Handbook in order to ensure that all health and safety issues are identified and addressed prior to the Event.

## **9. REMOVAL OF STAND**

- 9.1 The Exhibitor shall remove all of its fixtures, fittings, stand and other property from the Venue within such times as the Organiser may stipulate or, otherwise, within the time specified in the Exhibitors' Handbook or upon termination of the Contract, whichever is earlier, failing which the Organiser may effect such removal at the Exhibitor's cost and without liability to the Exhibitor for any loss or damage caused to such property during removal.
- 9.2 The Exhibitor shall indemnify the Organiser against the cost of making good, restoring or replacing all damage caused by the Exhibitor, its agents or contractors.

## **10. EXHIBITION SPACE (OCCUPATION AND REDUCTION OF REQUIREMENTS)**

- 10.1 The Exhibitor undertakes to occupy the Space no later than the time for commencement of the Event. In the event that the Exhibitor fails to do so it shall be deemed to have cancelled its booking with less than four (4) months notice and shall be liable for the cancellation charges set out in clause 14.2.
- 10.2 The Exhibitor may at any time prior to the Event Date request a reduction in its Space requirements by written notice to the Organiser. The Organiser shall not be obliged to agree such request.
- 10.3 If the Organiser agrees to a request made by the Exhibitor under clause 10.2 the Exhibitor shall be liable to pay to the Organiser a cancellation charge calculated (at the time the request is agreed) pro rata to the Space reduction in accordance with clause 14.2. The Organiser may at its discretion reallocate the Space released or allocate an alternative Space to the Exhibitor and relicence the originally allocated Space.

## **11. RIGHTS OF ORGANISERS AND VENUE OWNERS**

- 11.1 The Organiser may without liability to the Exhibitor rearrange or postpone the Event, substitute another venue for the Venue, substitute a Sponsorship package or make other reasonable changes to the Services, if, in the opinion of the Organiser, the commercial purpose of the Event and Sponsorship can be fulfilled by such rearrangement, postponement, substitution or changes.
- 11.2 The Organiser, the Venue Owners and their contractors and agents have the right to enter the Venue (including without limitation the Space) at any time for any purpose, including without limitation to execute works, repairs and alterations.
- 11.3 The Organiser reserves the right at any time to make such alterations in the floor plan of the Event or in the specification for the Exhibitor's stand as it may, in its discretion, consider to be in the best interest of the Event, including without limitation, altering the size, shape or position of the Space provided that if the Space is reduced as a result, the Exhibitor shall be entitled to a pro rata reduction in the Fees.
- 11.4 The Organiser and the Venue Owners reserve the right to refuse any person admission to the Venue and to cause any person to be removed from the Venue. The Organiser alone is entitled to issue admission tickets or passes for the Event and these are only valid in the name of the person to whom they are issued or sold. The Organiser shall issue to the Exhibitor the number of passes (for use by its personnel) specified in the Order Form and these must be produced on request.
- 11.5 The Organiser reserves the right to affix within or to the Exhibitor's stand the Exhibitor's name and stand number and general directional and other signage.

## **12. EXHIBITOR MATERIALS**

- 12.1 The Exhibitor shall, on request by the Organiser, supply its logo and other materials and information ('Materials') required by the Organizer for promotional or other media purposes relating to the Event.
- 12.2 The Exhibitor shall ensure that all Materials provided to the Organizer or supplied directly by the Exhibitor during the Event (including but not limited to Sponsorship Materials) is accurate and is not offensive, abusive, indecent, defamatory, obscene or otherwise inappropriate for use for such purpose by the Organiser.
- 12.3 The Exhibitor hereby grants to the Organiser a non-exclusive, royalty-free, worldwide licence to reproduce, exhibit, distribute and use (and have reproduced,

exhibited, distributed and used) the Exhibitor's name, logo and Materials provided by the Exhibitor in relation to (and before, during and after) the Event.

- 12.4 The Exhibitor warrants to the Organiser that any exercise of its licence under clauses 4.3 and 12.3 does not and will not infringe the intellectual property rights of any third party.
- 12.5 The Exhibitor expressly acknowledges that (having regard to the time and cost required in preparing promotional material for the Event) if the Contract is terminated, the Organiser may at its discretion continue to use the Exhibitor's name, logo or other Materials notwithstanding termination of the Contract.
- 12.6 Subject to any relevant Sponsorship obligations, the Organiser is not obliged to use the Exhibitor's name, logo or Materials in promoting the Event or any related event.

### **13. ASSIGNMENT**

- 13.1 The Organiser may at any time assign, transfer, charge, subcontract, delegate or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 13.2 This Agreement and the licence granted to the Exhibitor under clause 3.1 are personal to the Exhibitor. The Exhibitor may not assign, transfer, part with, share or grant any sub-licence in respect of the whole or part of the Space or Sponsorship or any other rights or obligations under this Agreement except with the prior written consent of the Organiser.

### **14. COMMENCEMENT AND TERMINATION**

- 14.1 The Contract commences with effect from the date of acceptance of the Order by the Organiser in accordance with clause 2 and shall continue in effect, subject to earlier termination under this clause and to clause 14.7, until one (1) month after close of the Event.
- 14.2 The Exhibitor may terminate the Contract at any time prior to the Event Date upon written notice to the Organizer provided that the Exhibitor shall be liable to pay to the Organiser the following cancellation charges, calculated according to when the termination notice is deemed served under clause 20.1, namely:
  - (a) if eight (8) months or more prior to the Event Date, sixty percent (60%) of the total Fees for the Space and/or Sponsorship cancelled;

- (b) if more than four (4) months and less than eight (8) months prior to the Event Date, ninety percent (90%) of the total Fees for the Space and/or Sponsorship cancelled, and
  - (c) if four (4) months or less prior to the Event Date, one hundred percent (100%) of the total Fees for the Space and/or Sponsorship cancelled.
- 14.3 The Organiser shall be liable to refund any sums already paid by the Exhibitor in respect of such cancelled Space or Sponsorship, which are in excess of such cancellation charges.
- 14.4 The Organiser may terminate the Contract upon written notice to the Exhibitor if:
  - (a) the Exhibitor fails to pay any of the Fees in full by the relevant due date;
  - (b) the Exhibitor is in material or persistent breach of any other term of the Contract;
  - (c) the Exhibitor becomes bankrupt or insolvent, or has a receiver appointed to any part of its assets or undertaking or suffers a resolution to be passed or a petition to be presented for the winding up of the Exhibitor, or
  - (d) the Organiser, acting reasonably, apprehends that any of the foregoing events is likely to occur.
- 14.5 Upon termination of the Contract by the Organiser under clause 14.4 the Exhibitor shall be liable to pay to the Organiser cancellation charges calculated in accordance with clause 14.2 without prejudice to any other remedy the Organiser may have.
- 14.6 Notwithstanding clause 14.4, the Organiser may terminate the Contract for any reason at any time before the Event Date upon written notice to the Exhibitor without liability to the Exhibitor provided that (unless such notice is given under clause 14.4 or clause 19.3) the Organiser shall refund to the Exhibitor all Fees paid by the Exhibitor.
- 14.7 Following termination the Organiser shall be entitled, without prejudice to any other rights it may have, to:
  - (a) occupy the Space;
  - (b) remove and exclude the Exhibitor from the Space and the Event;
  - (c) require the Exhibitor to close their exhibit and/or withdraw all authorities for representatives of the Exhibitor to attend the Event;
  - (d) remove, delete, or cover over any Sponsorship Materials; or
  - (e) re-license the Space and the Sponsorship as it shall think fit.

- 14.8 The following provisions shall survive termination or expiration of the Contract, namely: clauses 1; 4.3; 5.1-5.2; 5.4 and 5.7; 9; 12.3 (for the purposes of 12.5); 13 and clauses 16 -20 (inclusive).

## **15. INDEMNITY**

- 15.1 The Organiser shall indemnify the Exhibitor and keep the Exhibitor fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Organiser, its employees, agents or subcontractors.
- 15.2 The Exhibitor shall indemnify the Organiser and keep the Organiser fully and effectively indemnified against:
- (a) all claims, liabilities, damages, losses, and expenses, including but not limited to reasonable legal costs, resulting from or in connection with any claim against the Organiser or its contractors alleging that the Organiser's or its Contractors' dealings with materials or information provided by the Exhibitor to the Organiser (including but not limited to Sponsorship Material) infringe any third party's proprietary or intellectual property rights, and
  - (b) any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Exhibitor, its employees, agents, sub-contractors or invitees.

## **16. LIMITATION OF LIABILITY**

- 16.1 The Organiser shall use its reasonable endeavours to ensure the provision of the Services but shall not be liable to the Exhibitor for any loss or damage suffered or incurred by the Exhibitor as a result of the Organiser or the Venue Owner and their respective employees, agents and contractors failing to provide any service or facility in relation to the Event.
- 16.2 The Organiser shall not be liable to the Exhibitor for omissions, misquotations or other errors by the Organiser which may occur in any form of publication or other media or as a result of the exercise by the Organiser of its rights under the Contract. The Organiser accepts no responsibility for the acts or omissions of any supplier of products or services recommended by the Organiser to the Exhibitor or appointed by the Organiser as suppliers (exclusive or otherwise) to the Exhibitor and the Organiser shall have no liability to the Exhibitor for any loss or damage it may suffer as a result of any act or omission of such suppliers.
- 16.3 Nothing in these Conditions shall limit or exclude the Organiser's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, or
- (b) fraud or fraudulent misrepresentation.

16.4 Subject to clause 16.3:

- (a) the Organiser shall under no circumstances whatever be liable to the Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, reputational damage or impairment to goodwill or any indirect or consequential loss or special damage arising under or in connection with the Contract; and
- (b) the Organiser's total liability to the Exhibitor in respect of all other losses of the Exhibitor arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Fees.

16.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

## **17. EVENT INSURANCE**

17.1 The Exhibitor must take out and maintain at all times public liability and employee liability insurance against personal injury, death and damage to or loss of property for a limit of indemnity of not less than two million pounds sterling (£2,000,000) or its equivalent, and the Organiser shall be entitled to inspect such insurance policies upon request.

17.2 Unless the Exhibitor is able to demonstrate to the reasonable satisfaction of the Organiser that the insurances referred to in clause 17.1 have been taken out and are valid and effective, the Exhibitor shall be obliged as a condition of the Contract to effect such insurances through the broker nominated by the Organiser referred to in the Order Form or in the Exhibitors' Handbook.

17.3 The Exhibitor is recommended to take out the additional Event insurances referred to in the Exhibitors' Handbook.

## **18. DATA PROTECTION**

18.1 The Organiser collects and uses certain data about Exhibitors (including their employees, agents and contractors) in order to carry out its business more efficiently and to meet the requirements of Exhibitors more effectively.

18.2 The Organiser fully adheres to the data protection principles set out in the Data Protection Act 1998.

## **19. FORCE MAJEURE AND EVENT CANCELLATION**

19.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Organiser including but not limited to any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, act of God, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

19.2 The Organiser shall not be liable to the Exhibitor as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

19.3 If the Event is cancelled for any reason (including, without limitation, by reason of a Force Majeure Event) the Organiser shall notify the Exhibitor of the cancellation as soon as possible. The parties agree that:

- (a) subject to the following provisions of this clause 19.3, the Organiser shall not be in breach of this Contract by virtue of that cancellation or abandonment;
- (b) (without prejudice to their rights and liabilities arising before this cancellation) the parties shall, in respect of the period following the Organiser's notice, thereafter be relieved of their rights and obligations under this Contract in respect of the Event, and
- (c) the Organiser shall refund to the Exhibitor:
  - (i) fifty per cent (50%) of all Fees paid by the Exhibitor in respect of the Services (other than Fees paid in respect of any Sponsorship, and
  - (ii) twenty five per cent (25%) of any Fees paid by the Exhibitor in respect of any Sponsorship.

## **20. GENERAL**

20.1 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class

post, recorded delivery or by commercial courier, at its registered office or its principal place of business, or sent by fax or email to the other party's fax number or email address noted in the Order Form (or such other number or address as such party may notify to the other party).

- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after successful transmission.
- (c) This clause 20.1 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

20.2 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

20.3 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.4 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties,

nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

- 20.5 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 20.6 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Organiser. The Organiser shall be entitled to vary these Conditions from time to time in such manner as it may consider necessary or desirable for the effective management of the Event provided that any such variation shall not be materially detrimental to the Exhibitor.
- 20.7 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.