



CONTRACT FOR SPACE

SMEX 2011

Monday 14th March 2011 - Wembley Stadium, London

Yes, please book stand number at SMEX2011 -The Sports Merchandise Exhibition at Wembley Stadium which measuressqm and will cost £..... + VAT.

Each stand comes carpeted, complete with full modular shell scheme, fascia boards bearing your company name and a fluorescent light fitting for each 6sqm metres of space booked. (All bookings subject to terms and conditions overleaf)

COMPANY NAME: _____

Contact: _____

Telephone: _____

email: _____

Address: _____

Products to be displayed: _____

web site hyper-link: If you would like a web link to enhance your exhibitor listing from our website to yours please tick here, they are free of charge provided your website shows a link to ours too (www.smexevent.com).

I confirm that I have read and understood the Terms and Conditions overleaf and that I am an authorised signatory.

Authorised Signature: _____ Date: _____

PLEASE RETURN YOUR COMPLETED FORM TO:

Thirty Forty Nine Ltd., PO Box 3049, London SW1 3XG United Kingdom
Tel: +44 (0)20 7798 8500 Fax: +44 (0)20 7798 8501 Email: info@thirtyfortynine.com

Terms & Conditions

SMEX 2011- The Sports Merchandise Exhibition, Wembley Stadium, London

1 Terms of Reference

The term 'exhibitor' includes all employees and agents of any company, partnership, firm or individual to whom a stand has been allocated for the purpose of exhibiting at the above event. The term 'exhibition' means SMEX. An 'Exhibitor' must be a manufacturer, distributor, agent or wholesaler involved in any element of the sports merchandise industry. The term 'organiser' or 'the company' means Thirty Forty Nine Limited, PO Box 3049, London SW1V 3XG (Tel. +44 (0)20 7798 8500). The term 'Booking Form' means the Contract for Space at the exhibition, entered into between the organisers and the exhibitor, which incorporates these Rules & Regulations.

2 Regulations

The exhibitor must comply with the requirement of all authorities and with any regulations issued by the exhibition halls landlords.

3 Non-Compliance with regulations or Breach of Contract

In the event of any failure on the part of the exhibitor to observe and perform any of the provisions of the contract the company shall have the right to terminate the contract by written notice in which event all rental then paid by the exhibitor shall be forfeited and retained by the company and the exhibitor shall indemnify the company in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred as a result.

4 Conditions of Payment

Stand bookings are confirmed by returning the signed Contract for Space form, at which point a deposit invoice for 50% of the total site rental will be issued. Payment of that invoice is required within 30 days from the date of issue in order to secure the site. A further 30% stage payment will be due by 30th November 2010 with the remaining balance due one month prior to the exhibition. All payments should be made exclusive of any bank or transfer charges. All payments should be made exclusive of any bank or transfer charges. (All credit card payments are subject to a 2% surcharge, with the exception of American Express which is subject to a 3% surcharge.)

5. Withdrawal

a) by Exhibitor

The organiser may at their discretion allow the exhibitor to withdraw from the exhibition subject to the following conditions.

1. The exhibitor must give written notice to the organiser that he desires to withdraw and if the organiser allows such withdrawal they will notify the exhibitor of their decision in writing.
2. Any such notification by the organisers to the exhibitors will constitute a cancellation of the contract subject to payment by the exhibitor as follows. Date of Receipt by Organisers of Notice of Withdrawal. On or before 1st June 2010 - No Charge, On or before 1st November 2010 - 50% of total value of contract payable. On or before 1st December 2010 - 75% of total value of contract payable. After 1st December 2010 - 100% of total value of contract payable.

b) by Organiser

The Organiser may withdraw the Exhibitor from the event if the Exhibitor fails to pay any of the invoices for stand rental within the published payment dates. The Organiser shall be entitled to retain all monies already received as a cancellation charge. These terms are in addition to the Terms as outlined in Section 3 of these Terms & Conditions.

6 Eligibility of Exhibitors

The organisers reserve the right to refuse accommodation to any exhibitor who, in the opinion of the organisers, is unsuited for the type of exhibition being held.

7. Eligibility of Exhibits

Exhibits fall within the defined scope of the exhibition and may represent all forms of machinery, plant equipment, products, materials, services and ancillary supplies for the sports merchandise industry. The exhibitor shall not display any product which falls into classes other than these, unless prior consent has been given in writing by the organisers. The organisers reserve the right to refuse accommodation of any exhibit the character of which, in the opinion of the organisers and/or the landlords of the exhibition halls, is unsuited for the site allocated to the exhibitor. The organisers may, at the expense of the exhibitor remove or alter anything in, on or forming part of any stand if, in their opinion, it is desirable to do so in the interest of the exhibition.

8. Occupation and Completion of Site.

The exhibitor undertakes that his stand will be ready and all exhibits installed before the exhibition opens. Every exhibitor shall ensure that his stand is open to view and staffed by competent representatives during the exhibition hours and should not commence to pull down any part of the stand or exhibits until the exhibition is closed and notification of commencement of 'pull down' is announced.

9 Alteration of Stand Allocated

The contract constitutes a license to exhibit and not a tenancy. The organisers reserve the right at any time to make such alterations in the floor plan of the exhibition as may in their opinion be necessary in the best interests of the exhibition and to alter the shape or position of the space allocated to the exhibitor.

10 Alteration of Dates

The organisers reserve the right to alter the dates of the exhibition, within 14 days either side of the date stated in the contract, if necessary due to circumstances outside the organiser's control.

11 Damage to Buildings or Fittings

The exhibitor shall not cause or permit any damage to the exhibition buildings or any part of the fixtures and fittings and shall not alter or interfere with the structure of the exhibition buildings without written consent of the company, any sum of such damage for which the company shall be liable to any third party shall be charged to the exhibitor.

12 Insurance

(a) Third Party Claims. The exhibitor is responsible for all personal injury or damage to property arising in connection with the erection and dismantling of the exhibitor's display and anything permitted, omitted or done on or from the stand during the exhibition or the "build-up" or "pull-down" periods, caused directly or indirectly by the exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of his or by any exhibit, machinery, or other article belonging to the exhibitor or in the possession or use of the exhibitor or any servant or agent of his. The exhibitor will indemnify the company in respect of any such claim and any resulting actions, proceedings, costs, claims and demands. The exhibitor must take out adequate insurance in respect of all claims.

(b) Exhibitor's Staff and Exhibits at the Exhibition. Neither the company nor the organisers shall be responsible in any way for personal injury to the exhibitor or his servants, invitees or licensees caused other than by the negligence of the company nor for the loss or damage to exhibits or to other property of the exhibitor, his servants, agents invitees or licensees however caused. The exhibitor must take out adequate insurance in respect of all claims.

(c) Loss of Expenditure. Exhibitors are advised to insure against costs and losses which they may incur in the event of the exhibition being abandoned, cancelled or suspended in a whole or in part for causes not within the company's control, since the company accepts no liability in such an eventuality.

13 Fire Prevention.

(a) Fireproofing. All cloth display materials must be rendered non-flammable to the satisfaction of the authorities and must be fixed taut and/or in tight pleats to a solid backing and secured at floor level. No display must be sited so as to obstruct any gangway, thoroughfare of fire exit.

(b) Naked Lights. No naked lights or lamps may be used during the period of the exhibition or the periods of fitting up and dismantling.

(c) Fire Prevention. Fire Extinguishers are distributed throughout the halls to meet statutory requirements.

An exhibitor committing a breach of any of the above provisions will be liable for all claims, loss and damage caused and will indemnify the company in respect of these.

14 Demonstration/Promotions, etc.

All efforts to advertise, promote sales and operate exhibits must be conducted so as not to cause any annoyance or inconvenience to other exhibitors and visitors and must be no louder than an ordinary speaking voice.

15 Failure of Services

The organisers will use their best endeavours to ensure the supply of the services of the landlord and of those mentioned in the exhibitors manual, available to exhibitors before the exhibition, but as the suppliers of such services are not within the control of the organiser they shall not incur any liability to an exhibitor for any loss or damage, if any such services shall wholly or partially fail to cease to be available, nor shall the exhibitor be entitled to any allowance in respect of rental due or paid under the contract.

16 Electrical Equipment

All electrical equipment used at the exhibition must comply with Health & Safety Regulations.

17 Compressed Gases

(a) Compressed Gas Cylinders. Compressed gas cylinders shall be constructed and stamped in accordance with the "Recommendations of the Department Committee of the Home Office for the Manufacture of Compressed Gas Cylinders" and the cylinders shall be painted with identifying colours in accordance with the BS349, 1973, "Identification of Contents of Industrial Gas Cylinders"

(b) Other Vessels. Vessels containing liquids or gases under pressure (other than compressed gas cylinders complying with the Home Office Regulations) shall be fitted with safety valves of an approved type and a certificate in respect of a recent pressure test of each vessel shall be available for inspection on each stand where such a vessel is used.

(c) Storage. Compressed gas cylinders or vessels containing liquids or gas under pressure shall be stored in the Building's gas cylinder store under the control of the Building's Fire Officer and only those cylinders required for immediate use shall remain on a stand.

(d) Connection & Disconnection. Cylinders may only be connected or disconnected during times when the public is not present in the Halls.