



FRENCH PROPERTY EXHIBITION – BIRMINGHAM – 24TH MARCH 2012

Terms and Conditions

1. Definitions

1.1 In these terms and conditions:

“Exhibition” means the Exhibition shown on the Order Form.

“Exhibitor” means the Exhibitor shown on the Order Form.

“Organiser” means Archant Life Ltd.

“Order” means the order set out on the Order Form.

“Premises” means the location at which the Exhibition is to take place.

“Venue Operator” means the provider of space to the Organiser or any other person having authority over the Exhibition, the Exhibitor, the Organiser or the premises where the Exhibition is located.

1.2 Headings will not be interpreted as affecting the meaning of the terms and conditions.

2. Exhibitor Order

2.1 The Exhibitor has irrevocably ordered exhibition space as set out on the Order Form. These terms and conditions apply to the order.

2.2 The order shall be binding once acceptance has been communicated by fax, email or post by Archant Life Ltd.

2.3 The Exhibitor shall nominate a person to be the main point of contact for the Organiser and any person so nominated whether on the Order Form or otherwise shall be treated as having the authority to make decisions on behalf of the Exhibitor and his or her details may be passed on to the Venue Operator and other exhibition suppliers.

3. Exhibition Stand

3.1 The location and size of the space provided to the Exhibitor will correspond to that specified in the Order Form or otherwise notified to the Exhibitor but may not do so exactly and in any case the Organiser reserves the right to change the location of the stand and/or opening hours of the Exhibition in its discretion if circumstances dictate and/or it deems it to be in the best interests of the Exhibition. The Organiser reserves the right to arrange other exhibitors near (or not near) the Exhibitor as it decides in its discretion and any dispute as to allocation of space will be resolved by the Organiser in its discretion.

3.2 The Exhibitor agrees to comply with the Organisers' Exhibitor's manual and all requests and directions of the Organiser and Venue Operator including, without limitation, in relation to the height and other dimensions of the Exhibitor's stand and its positioning and construction and materials and its displays, light and sound, health and safety and access.

3.3 The Exhibitor will ensure that the stand is manned by appropriately authorised personnel and uncovered and in good order at all times during which the Exhibition is open.

3.4 The Exhibitor will not sub-contract or allow any other person to use any of its space and will not permit displays or advertisements on behalf of any person other than the Exhibitor and its products and services.

3.5 The Organiser reserves the right to refuse the use or display of any material it or the Venue Operator deem in their absolute discretion to be offensive, inappropriate or unsuitable.

4. Supply of other products and services

4.1 Goods and services (including without limitation, electricity, water and telecommunications supply, security services, catering, parking and hire of technical systems) may be required to be purchased by the Exhibitor from the Venue Operator, the Organiser or its authorised suppliers. The Exhibitor shall ensure that it complies with its contractual obligations relating to those goods and services.

5. Payment terms and Exhibitor cancellation

5.1 For stands booked before 10th March 2012 100% payment by the Exhibitor will be due no later than 10th March 2012. For stands booked after 10th March 2012 100% payment will be due immediately. Failure to do so will result in the Exhibitor being denied access to the exhibition hall.

5.2 VAT or equivalent taxes will be added to all payments where applicable, at the prevailing rate.

5.3 Cancellation by the Exhibitor will only be effective if sent by registered post to the Organiser at its address on the Order Form.

In the event of cancellation, the Organiser may arrange for the space to be provided to another exhibitor and the following cancellation charges will apply:

Cancellation notice received more than one month before commencement of the Exhibition: half of payment due

Cancellation notice received less than one month before commencement of the Exhibition: full payment due

5.5 Without prejudice to its other rights the Organiser will be entitled to charge interest on any late payments at the rate of 4 per cent above the base rate of its bankers from time to time applicable to the relevant currency.

6. Termination

6.1 The Organiser reserves the right to terminate the agreement formed by these terms and conditions and treat the Order as cancelled, with the consequences set out above, in any of the following events:

(i) any payment by the Exhibitor is not received by the due date;

(ii) the Exhibitor is in breach of any of these terms and conditions; or

(iii) the Exhibitor becomes insolvent or unable to pay its debts or has an order or application or resolution made for its winding up or has a receiver or administrator appointed over it or makes an arrangement with its creditors or suffers any similar consequence of debt.

7. Organiser's Liability

7.1 The Organiser shall be liable only as explicitly set out in the Order and these terms and conditions and any terms implied by law which are able to be excluded are excluded. The Organiser will not be deemed to have made any representation or entered into any warranty not contained in these terms and conditions. In particular, the Organiser makes no warranty as to the number or identity of attendees at the Exhibition.

7.2 All property is used by the Exhibitor and brought to, constructed, kept at, dismantled and removed from the Premises at the Exhibitor's own cost and risk and the Organiser shall not be liable for theft or other loss or damage of any kind unless caused directly by the Organiser.

7.3 The Organiser shall not be liable for any actions of the attendees of the Exhibition.

7.4 The Organiser shall in no circumstances be liable for indirect loss, management time or loss of profit.

7.5 Without prejudice to the above the Organiser's liability shall be limited to the fees paid by the Exhibitor and the Organiser shall have no further liability, it being accepted that no limitation applies to liability for fraud or death or personal injury arising from the Organiser's negligence.

8 Force majeure

8.1 The Organiser reserves the right in its discretion to cancel the Exhibition or change its location, dates and/or timing in the event of any circumstance beyond its reasonable control which make it impractical or undesirable to hold the Exhibition as originally planned, including without limitation fire, flood, adverse weather conditions or other cause restricting the use of the Premises, power or equipment failure, transport restrictions, terrorist act, industrial dispute or cancellation or other action by the Venue Operator.

8.2 In the event of cancellation by the Organiser for one of the reasons above the Organiser will use reasonable efforts to offer an alternative exhibition opportunity. However the Organiser will not be liable in the case of change or cancellation for any refund or for any other loss or expense of the Exhibitor including without limitation loss of profit.

9 Exhibitor Obligations and Indemnity

9.1 The Exhibitor will comply with all requirements of law, regulation and codes of practice applicable to it and ensure that it does not infringe the rights of any third party in its activities the subject of these terms and conditions.

9.2 The Exhibitor will be responsible for the actions and omissions of its employees, agents and contractors as if they were its own.

9.3 The Exhibitor shall ensure that its attendees at the Exhibition comply with the terms of admission as notified to those attendees. The Organiser reserves the right to refuse admission to any person in its sole discretion, including without limitation any person whose attendance in the Organiser's sole opinion might disturb the conduct of the event or who does not satisfy the Organiser that his or her attendance is not for the purpose for which the exhibition is intended.

9.4 The Exhibitor shall comply at all times with all requirements of the Organiser's Exhibitor Manual and those of the Venue Operator whether contained in their rules or issued as separate instructions.

9.5 The Exhibitor will indemnify the Organiser and its officers and employees against all costs, claims, loss, damage and expenses suffered by it in connection with the Exhibitor's participation in the Exhibition whether or not arising from a breach of these terms, including but not limited to that arising from any personal injury or loss or damage to property sustained by any person, firm or company as a result of any act or omission of the Exhibitor and any infringement of any intellectual property rights of a third party.

9.6 The Exhibitor will support and act in the interests of the Exhibition at all times.

10 Other terms

10.1 The terms and conditions, and the Order, may only be varied by written document signed by both the Exhibitor and the Organiser.

10.2 No failure or delay by the Organiser in enforcing its rights shall prevent it from enforcing some or all of them in the future.

10.3 If any of these terms and conditions are invalid or unenforceable only the offending part shall be deemed deleted and the remainder of the terms and conditions shall be unaffected.

10.4 The Exhibitor's rights or obligations may not be assigned to any third party but the Organiser may assign its rights and/or obligations by notice to the Exhibitor.

10.5 These terms and conditions are governed by and construed in accordance with English law and the Exhibitor submits to the jurisdiction of the English courts in relation to any dispute or claim, without affecting the right of the Organiser to take proceedings in any other location.