



OFFICE USE ONLY
Allocated stand(s):
Stand size:
Total amount due:
Deposit:
Amount outstanding:
Event Manager signature:

Exhibitor Application

SEXPO UK: October 25-27, 2019

NATIONAL EXHIBITION CENTE, BIRMINGHAM

TO SECURE YOUR BOOKING, A 25% DEPOSIT MUST ACCOMPANY THIS APPLICATION FORM

Company name:	
CRN or Principal name:	
Contact name:	
Postal address:	Postcode:
Phone:	
Email:	
Company website URL:	
Facebook URL:	
Instagram and/or Twitter handle:	
Fascia Text:	
I confirm I have a Public Liability Insurance Certificate and will provide to SEXPO (please tick)	

PAYMENT OPTIONS:

Card	Please visit https://www.outix.co/expos/sexpo-uk-2019
Bank deposit <u>GB</u> <u>Pounds</u>	Sexpo (international) Pty Ltd BSB: 034-703 Account number: 037 470 Swift Code: WPACAU2S (add XXX to the end if 11 digits are requested)

Cancellations: Please refer to the Conditions of Contract for our cancellation policy.

Acceptance of terms and conditions: I certify that I am eligible to sign this document on behalf of the company listed above, and that by signing I am agreeing to be bound by the terms and conditions stipulated in the Conditions of Contract.

Applicants name:

Date:

CONDITIONS OF CONTRACT

The following agreement (“the Contract”) sets out the obligations and responsibilities of you (“the Exhibitor”) and Sexpo (international) Pty Ltd (“the Organisers”) as they relate to the Sexpo event (“the Exhibition”).

1. If the Exhibitor fails to comply in any substantial respect with the terms of this agreement, the Organisers shall have the right to sell the space assigned to the Exhibitor; the Exhibitor, however, shall be liable for any loss suffered by the Organisers thereby, and all monies paid by the Exhibitor hereunder shall be absolutely forfeited to the Organisers in the event of the Exhibitor failing to occupy the said space by the advertised opening time of the show. The Organisers are authorised to occupy, or cause the said space to be occupied, in such manner as it may deem in the best interest of the Exhibition, without refund to the said Exhibitor, and without releasing the Exhibitor from any liability hereunder.
2. The Exhibitor shall erect any sign, stand, wall or obstruction, which in the opinion of the Organisers interferes with an adjoining exhibitor.
3. Exhibits must not be removed and displays must not be dismantled, either partially or totally, before the closing time on the last day of the Exhibition. All exhibits and display material must be removed as soon as possible and by the time indicated.
4. The Exhibitor must comply with the rules and regulations stipulated by the Organisers, the Health Department, Fire Brigade and with all relevant Government Acts.
5. The Exhibitor will not damage any walls, floors or ceilings of the Exhibition area in which the stand is located - by nails, screw, oil, paint or any other cause whatsoever.
6. Payment of monies:
 - a. A deposit equal to 25% of the charge for the space must accompany applications received more than two months prior to the opening day of the exhibition.
 - b. Applications received less than two months prior to the opening day of the exhibition must be accompanied by full payment.
 - c. Any outstanding balance must be paid two months prior to the opening day of the exhibition.
7. The Exhibitor must make payment in full by the due date. After this time, and only when monies have not been paid, the stand will be made available for resale. All deposits paid to this stage will automatically be forfeited and no refund will be made; the Exhibitor shall not occupy any stand space in the Exhibition until all monies owing to the Organisers by the Exhibitor are paid in full.
8. The Exhibitor hereby accepts liability for all acts or omissions made by them or on behalf of them, by their servants, contractors, agents and/or visitors, and undertakes to indemnify the Organisers against all liability in respect thereof, and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken against the Organisers or incurred or become payable by them arising therefrom, or in respect thereof and including any claims arising out of the supply by the Exhibitor or samples of any kind whatsoever, whether such samples be sold or given away free, and including any legal expenses and any compensation costs and disbursements paid by the Organisers on the advice of Counsel to compromise or settle any such claims. Notwithstanding the indemnity hereby given, the Exhibitor undertakes to arrange appropriate third party liability insurance.

9. Neither the Organisers nor the venue owner/operator shall be responsible for the safety of any exhibit or property of the Exhibitor, of any other person, for the loss or damage of, destruction to same or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organisers, or for any loss or damage occasioned, if by reason or happenings of any such event the opening of the Exhibition is prevented or postponed or delayed or abandoned, or becomes wholly or partially unavailable for holding of the Exhibition. The Exhibitor agrees and undertakes to insure to their full replacement the contents of his stand and all associated equipment and materials.
10. The Exhibitor is responsible for the safety of their products, display and stand. During bump-out period, material should not be left unattended at any time. Sexpo Organisers will make every effort to ensure the premises are secure, but they cannot and do not take responsibility for stock before, during or after the show.
11. It is the responsibility of the Exhibitor to leave their stand space clean and tidy during the Exhibition and after moving out.
12. The Organisers reserve the right to postpone the holding of the Exhibition from the set dates, and to hold the Exhibition on other dates, as near to the original dates as practicable, using the right only where circumstances necessitate such action and without any liability to the Organisers.
13. If due to any unforeseen circumstance it is found necessary to close the Exhibition on any day or days or to vary the hours the Exhibition is open, the Organisers reserve the right to do so, at their sole discretion.
14. The Organisers may from time to time add to or vary the foregoing rules and regulations and do anything at their discretion they deem desirable for the proper conduct of the Exhibition, provided that such amendments or additions do not operate to diminish the rights reserved to the Exhibitor under this agreement and shall not operate to increase the liabilities of the Organisers.
15. Cancellation of Space:

In exceptional circumstances the Organisers may be prepared to consider cancellation of this Contract, but only if the following conditions are complied with:

- a. That the request for cancellation is submitted by registered post;
 - b. That the request is received at least one month prior to the opening of the Exhibition;
 - c. That the Organisers are able to re-let the cancelled space in its entirety;
 - d. That the reason given for the request of the cancellations is, in the opinion of Organisers, well founded.
16. The Organisers reserve the right in unforeseen circumstances to amend or alter the exact site of the location of the stand and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the Organisers.

17. Conduct of Exhibitors:

a. Annoyance:

The Organisers reserve the right to stop any activity on the part of the Exhibitor that may cause annoyance to other exhibitors or visitors. Business must be conducted only from the Exhibitors own stand and under no circumstances may this be carried out from a gangway or elsewhere in the Exhibition.

b. Public Address Systems and Touting:

The use of PAs is NOT permitted.

c. Gangways:

Any encroachment upon gangways or passages shall be deemed to be a breach of contract and articles or goods found therein during that period of the Exhibition may be removed by the Organisers or their agents and the Organisers shall not be responsible for any loss thereto occasioned by such removal.

d. Publicity Material:

Any publicity material shall be displayed and/or given away only from the Exhibitor's own stand.

- e. The Exhibitor must ensure that its participation at the Exhibition is in accordance with SEXPO's stated themes, values and attitudes. Products, displayed marketing collateral or personal behaviour that is contrary to said themes, values and attitudes may result in eviction from the Exhibition with the Exhibitor forfeiting any right to compensation.

18. The Organisers shall not be responsible for any damages claimed by any person or persons who may be injured whilst in the area allotted to the Exhibitor and the Exhibitor agrees to indemnify the Organisers in the event of any claim made against the Organisers.

19. Right of Rejection:

Exhibitors are admitted to the Exhibition, and shall remain there, solely on strict compliance with these Rules and Regulations. The Organisers reserve the right to prohibit in whole or in part and reject any Exhibitor or its representative in the case of failure to comply with the Rules and Regulations. There shall be no return of payment if the Organisers deem such rejection or prohibition necessary.

20. No stand may be sublet in any manner without the consent of the Organisers.

21. The Exhibitor is admitted to the Exhibition on the understanding that film and photographs will be taken of the Exhibition and exhibitors; its staff and agents agree that such footage may be used to promote later SEXPO exhibitions in any manner the Organisers deem appropriate.

22. Law of Contract:

The Contract is governed in all respects by the law of the state the event is to be held and any legal action arising under the Contract shall be litigated only in England.

I/we agree to comply with and abide by the rules and regulations set out in the above conditions of contract. I/we agree to indemnify Sexpo (international) Pty Ltd against claims arising from loss or damage to exhibits and any damage caused to the space, walls, ceilings, furniture, fittings and furnishings caused by us, our agents or contractors at the Exhibition venue during the move-in, occupancy and move-out periods.

Applicants Signature: