

EXHIBITION TERMS & CONDITIONS

CITY WEST HOTEL, DUBLIN – 14TH MARCH 2019

Definitions

In these Terms and Conditions:

The word 'EXHIBITOR' means the person, company, firm or other organisation to whom space at the Exhibition has been allocated by the Organisers and, in relation to any term or condition, shall include employees, contractors, sub-contractors, servants, agents, licensees or invitee of the Exhibitor. The word 'EXHIBITION' means The 'Retail Fuel Exhibition'. The word 'ORGANISERS' means 'Irish Petrol Retailers Association'.

Allocation of Floor Space

Application for floor space must be made on the booking form provided by the Organisers. Applications will be dealt with in strict order of receipt save that in the event of a conflict regarding space or other imperative conditions (including without limit a need for the utilities' services), the Organisers shall have the right to allocate space to the Exhibitor, re-arrange the floor plan, and/or relocate any booth at any time before or during the period of the Exhibition. The Organisers shall reserve the right to refuse any application. The Application Form must list all firms being represented by the Exhibitor. The Organisers undertake to give the fullest sympathetic consideration to the interests of the Exhibitor provided that any question arises which is not provided for within the terms of these Terms and Conditions. The Organisers' decision must be accepted as final.

Charges for Floor Space

The charge for floor space is calculated on the basis of a minimum of 4 square metres. The price per square metre (net of tax) is shown on the booking form. Additional requirements may be obtained on request to the Organisers and may incur additional charges. It is essential that the Organisers be advised of these requirements as early as possible as and not later than **15 February 2019**.

Payment for Floor Space

The Exhibitor shall pay the total cost of the space(s) allocated within 30 days of the date of the invoice issued by the Organisers. If the invoice is not paid by this date the Organisers may re-allocate the booth space to another Company without any liability to the Exhibitor.

Payments may be made by bank transfer in Euro or by cheque. All the Organisers' charges are exclusive of any applicable Value Added Tax, for which the Exhibitor shall be additionally liable.

The Organisers shall have the right to refuse to permit the Exhibitor to occupy or use the space until all sums due to the Organisers from the Exhibitor have been paid.

Cancellation or reduction of space

Notice of cancellation of allocated booth space must be given to IPRA in writing at the address on the Application Form. A cancellation charge of 20% of the total charge for the booth will be made and a refund of any charges already paid in excess of this amount will be made to the Exhibitor.

Cancellations received after **1 January 2019** will be liable to a charge of 50% of the total charge for the booth. The Organisers will endeavour to re-let the booth space not required by the Exhibitor, but if they shall be unable to do so, the Exhibitor shall remain liable to pay the full charge for the booth space allocated.

The Exhibitor will be liable to pay the full charge for the booth space if notice of cancellation is received after **1st February 2019**.

Alteration to Floor Space

The Organisers shall be entitled to alter the layout if, in their opinion, this is in the general interest of the Exhibition.

Bankruptcy or Liquidation

In the event of the Exhibitor becoming bankrupt or (being a company) entering into liquidation other than for the purpose of reconstruction or amalgamation, or having a receiver, administrator or trustee appointed over any of its assets, or entering into any composition or compromise with its creditors, the Organisers shall be at liberty to terminate forthwith the contract with such an Exhibitor and to cancel the allotment of floor space to the Exhibitor, and all sums paid by the Exhibitor under the contract shall be forfeited.

Installation of Exhibits

The Exhibitor will be notified of the hours of installation of exhibits, removal of exhibits and the official opening hours of the Exhibition in the confirmation letter. All floor space must be complete and occupied one hour prior to the official opening time. All space must be open for viewing and staffed during the official opening hours. Removal of exhibits and dismantling of booths **may not** commence until the official closing time of the Exhibition. The Exhibitor shall remove by the time stated in the confirmation letter all exhibits, displays, materials and other items brought into the Exhibition Hall by the Exhibitor.

Conduct of Exhibitors

Upon being required to do so by the Organisers, the Exhibitor shall cease to employ at the Exhibition any servant or agents of the Exhibitor who shall be guilty of any conduct, which in the opinion of the Organisers, is prejudicial to the proper management of the Exhibition.

Canvassing

No Exhibitor shall place signs or distribute promotional material in any area not designated for such purposes by the Organisers. Any such materials placed in non-designated areas shall be removed. No Exhibitor may conduct surveys or distribute print items, promotional samples or other materials in the exhibit hall unless it is within the parameters of his own floor space and with the agreement of the Organisers.

Electrical Requirements

The Organisers will endeavor to make a plug socket available to your stand on receipt of a request for power. Such requests to be made at time of booking. An Exhibitor may provide his own electrical fittings, where such fittings are in the form of made-up units, (including showcases and signs), complete and ready for connection to mains supply. All electrical installations must comply with the relevant regulations and are subject to inspection and test.

Floor Cleaning

Floor cleaning is not included in the charge for space, but the Exhibitor is responsible for leaving the floor space allocated in a clean and tidy manner after the event is over. Should any goods be left, they will be disposed of or stored by the Organisers who will have the right to charge for such storage.

Dangerous Exhibits and Substances

No exhibit, working demonstration, or special display, such as lasers, which involve substances of a dangerous, explosive or objectionable nature, may be brought onto the premises without prior written consent. The Exhibitor, if granted permission, must indemnify the Organisers against any claims, costs or liabilities arising from the use of such materials and must comply with all local laws, ordinances and regulations concerning the handling and disposal of such materials and bear all costs incurred in the removal and disposal of such materials. Written consent will not be granted unless the Organisers are

provided with copies of an insurance policy which provides adequate cover for any claims which may be made by the Organisers under the indemnity in this clause. Oily or dirty exhibits are not permitted unless specifically cleared with the Organisers prior to the Exhibition opening.

Noisy Exhibits / Obstructions

Electrical, mechanical apparatus, video or musical/voice sound must be inaudible to neighbouring booths. Objectionable audible or visual attention-seeking devices or effects and offensive odours from exhibits are strictly prohibited.

No Exhibitor will be permitted to install his display or exhibits in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways of the Exhibition Hall.

Fire Precautions

The Exhibitor must comply with any instructions given by the venue and the Organisers to avoid the risk of fire. All materials in constructional work and displays must be effectively fire-proofed to comply with Irish ratings. Irish law regarding fire safety is the only one applicable.

Damage to Exhibition Buildings, Fixtures and Fittings and Shell Scheme

No nails, screws, or other fixtures may be driven into any part of the Exhibition building, including floors; nor may any part of the Exhibition Building be damaged or disfigured in any way. Should any damage occur, the Exhibitor shall be liable for reparation charges incurred.

Security

There is no security provided on site and exhibitors are responsible for their own goods. The Organiser is under no liability for theft of or loss or damage to any property, equipment or materials brought onto the Exhibition site. For the purposes of general security, Exhibitor lapel badges will be supplied. Badges must be worn at all times by exhibiting personnel whilst within the venue.

Sub-Letting

Sub-letting or licensing the use of floor space is not permitted, neither may the products or services of firms not exhibiting in their own rights be promoted or displayed as exhibits.

Public Liability

The Organisers shall not be liable for any claims arising from death or bodily injury or damage to property arising in connection with the erection and dismantling of the Exhibitor's booth and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of his or the act, omission or neglect of any such person or by any exhibit, machinery, or other article of the Exhibitor or in the possession of or use of the Exhibitor or any servant or agent of his. The Exhibitor will indemnify the Organisers in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor shall effect adequate insurance in respect of all such claims, and the liability therefore assumed by the Exhibitor. Nothing in these Terms and Conditions shall exclude the Organisers' liability for death or personal injury caused by the negligence of the Organisers, its employees, sub-contractors or agents.

Insurance

The Organisers do not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Exhibition premises by the Exhibitor. The Exhibitor releases from and indemnifies the Organisers against any liabilities in respect of any loss or damage to the exhibits or any other property brought to the venue and the Exhibitor shall effect insurance on a full 'All Risks' basis for a sum insured equivalent to the full value of all exhibits and other property brought to the Exhibition. The Exhibitor shall provide proof of adequate cover to meet the insurance requirements of the clauses concerning Public Liability, Insurance of Exhibits, Postponement or Abandonment, and Failure to Vacate.

Postponement or Abandonment

If the Exhibition is postponed, cancelled or abandoned by reason of war, fire, storm, explosion, national emergency, labour dispute, strike, lock-out, civil disturbance, actual or threatened violence by any terrorist group, the non-availability, either wholly or partially, of the Exhibition premises, or any other cause not within the control of the Organisers, the Organisers shall be under no liability to the Exhibitor for non-performance or delay in performance of its obligations under this contract or otherwise in respect of any actions, claims, losses (including consequential losses) costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such events. If, by re-arrangement or postponement of the period of the Exhibition, or by substitution of other premises, or in any other reasonable manner, the Exhibition can be carried through, (save that in those circumstances the Organisers shall not be obliged to take any of such actions) the contracts for space shall be binding upon all parties, except as to the size and position, as to which any modification, substitution or rearrangements considered necessary by the Organisers shall be determined.

Failure to Vacate

If the Exhibitor, should fail to remove all his property or otherwise fail to vacate the Exhibition premises by the official move-out time, due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by the venue or any other losses and costs incurred by the Organisers as a result of the Exhibitor failing to vacate the premises by the agreed time and without prejudice to any other right or remedy of the Organisers. The Organisers will remove and may then store any property of the Exhibitor left at the venue by the Exhibitor after the said time and the Exhibitor shall be liable for the costs of such removal and storage and any other incidental costs incurred by the Organisers or their agents. Any such removal and storage will be at the risk of the Exhibitor.

Governing Law

This contract shall be governed by and construed in accordance with Irish Law.