

# FenceX 2020

PERIMETER SECURITY, FENCING  
AND ACCESS CONTROL SHOW

**14th October 2020**  
**NAEC, Stoneleigh, Warwickshire**

## 1. Definitions

The term 'Exhibitor' means any person, firm or company that has applied for and who has been granted space in the Exhibition. The term Exhibition means the event detailed on the contract for space. The term 'Organiser' means the organiser identified on the contract for space or its assignees

## 2. Application for Stand Space

(1) Application for Stand Space must be made on the Organiser's official Contract for Space. The Organiser may at its sole discretion accept applications by purchase order in writing by telephone or facsimile or accept a payment deposit in lieu of written application provided that these Terms and Conditions shall apply to any such application and shall constitute the entire agreement between the Organiser and the Exhibitor

(2) Upon acceptance of the Contract for Space by the Organiser there shall be a contract between the Organiser and the Exhibitor to which these Terms and Conditions shall apply

## 3. Space allocation

Every effort will be made to allocate to the Exhibitor the stand space which has been ordered. However the Organiser has the right to reallocate a stand to facilitate an effective layout of the Exhibition

## 4. Payment

(1) All payments must be made in accordance with the terms and methods set out in the Contract for Space form

(2) In the event the Exhibitor fails to meet any such payment obligations (whether as to amounts or date of payment) then the Organiser reserves the right to cancel its contract with the Exhibitor and to resell or reallocate the stand space allocated to the Exhibitor and the provisions of paragraph 5 below, relating to cancellation charges shall apply

## 5. Cancellation of Stand Space

(1) If the Exhibitor wishes at any time prior to the Exhibition to cancel or reduce the stand space allocated to him, then written notice of such wish must be given to the Organiser by recorded post. For the avoidance of doubt the Organiser shall not be obliged to accept the Exhibitor's notice of cancellation or reduction. The date of cancellation shall be the date the Organiser notifies the Exhibitor that it accepts the Exhibitor's notice.

(2) In the event the Organiser accepts the Exhibitor's notice of cancellation the Organiser shall have the absolute discretion to reallocate or resell the stand space allocated to the Exhibitor and to apply the following cancellation charges:

- (a) cancellation prior to 1 January 2020 30% of total cost
- (b) cancellation prior to 1 March 2020 50% of total cost
- (c) cancellation after 1 July 2020 100% of total cost

## 6. Stand Space

(1) Full details of the shell scheme provided by the Organiser will be supplied to the Exhibitor at least two months prior to the Exhibition (2) If in the opinion of the Organiser the Exhibitor's stand or display extends beyond his allocated space the Organiser may at his sole discretion charge the Exhibitor for the extra space so occupied at the prevailing rate.

(3) The Exhibitor must not erect his exhibits in a manner which would in the opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Exhibition or occasion inconvenience to or otherwise affect the display of any other exhibitor

## 7. Attendance

(1) The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted Exhibitors to attend the exhibition, or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Organiser

(2) Any application for stand space or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other Exhibitor at the Exhibition

## 8. Fire Precautions

All materials used for building decorating or covering stands or displays must be of non-flammable material. The Exhibitor must comply with all instructions given by the relevant authorities to avoid the risk of fire

## 9. Compliance with Regulations

The Exhibitor shall abide by and observe all requirements laws rules and regulations whether imposed by the Organiser or any other competent authority

## **10. Insurance**

The Exhibitor shall carry public liability insurance against personal injury death or damage to or loss of property by any cause whatsoever. The Exhibitor shall also insure that he has full indemnity insurance against the usual risks in respect of all loss damage or injury to goods and persons

## **11. Cancellation or Change of Location or Date of Exhibition**

In the even that by reason of any event outside the Organiser's reasonable control, the exhibition or any part thereof is prevented from being held in a particular location, or on a particular date the Organiser shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Exhibition, or reduce the planned period for preparation, display or dismantling of the exhibition and in any such event any refund of payments to the Exhibitor shall be at the absolute discretion of the Organiser. Such refund, if given, shall be such proportionate share of the balance of the aggregate exhibit fees received by the Organiser in relation to the exhibition as the Organiser thinks fit after deducting expenses incurred by and reasonable compensation for the Organiser, but in no case shall the amount of any refund to the Exhibitor exceed the amount paid by the Exhibitor

The Exhibitor acknowledges that in the event of any of the circumstances referred to in paragraph 11 occur, he shall have no right to any refunds, damages, or expenses.

In the event that the exhibition is cancelled by the Organiser for commercial reasons, then all payments made by the Exhibitor to the Organiser will be refunded, but the Exhibitor hereby agrees that in such circumstances he will have no further claim (whether for damages or otherwise) against the Organiser

## **12. Limitation of Liability**

(1) The Organiser, its employees or agents shall not be liable for any loss, theft, damage, or injury to persons or property suffered by the Exhibitor, its employees or agents

(2) Information given by the Organiser about the Exhibition is accurate to the best of its knowledge, but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission will not entitle the Exhibitor to cancel his stand space booking

(3) Whilst the Organiser shall use its reasonable endeavours to organise and promote the Exhibition in such a manner as it considers appropriate the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as to audience projections, or methods or timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty

## **13. Indemnity**

The Exhibitor hereby fully and effectually indemnifies the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser its employees, agents or contractors as a result of any cause whatsoever arising in connection with the participation in the Exhibition by the Exhibitor

## **14. Entire Agreement**

These terms and conditions contain the entire agreement between the Organiser and the Exhibitor and may only be changed in writing

## **15. Governing Law and Jurisdiction**

These terms and conditions shall be construed in accordance with English Law and the Exhibitor hereby submits to the non-exclusive jurisdiction of the English courts