



Terms & conditions relating to sales of exhibition space at the Global Urban Air Summit 2019 (GUAS 2019)

Introduction

The Global Urban Air Summit ("Exhibition") will take place at Farnborough International Exhibition and Conference Centre, Farnborough, Hampshire, UK from 3rd September 2019 to 4th September 2019.

This application form ("Application") when completed and submitted is a binding agreement between You and Farnborough International Limited, a company registered in England and Wales with company number 1765250 of ShowCentre, ETPS Road, Farnborough, Hampshire, GU14 6FD, United Kingdom, organisers of the Farnborough International Airshow 2020 ("Organisers", "We" or "Us").

If You have any questions about this Application or the Exhibition, please contact the Organisers:

Tel: +44 (0) 1252 532800
Fax: +44 (0) 1252 376015
E-Mail: GUAS@farnborough.com
Website: www.farnboroughinternational.org/events/guas
Post: Farnborough International Ltd,
ShowCentre, ETPS Road,
Farnborough, Hampshire
GU14 6FD, United Kingdom

Operative terms

These terms and conditions together with the regulations published in the event exhibitor manual govern Your participation at the Exhibition.

1. Booking procedure

1.1. This Application must be completed and signed by Your authorised representative or Your Agent.

1.2. By submitting the completed Application You accept the Organisers' offer to allocate You with the Exhibition space on the terms and conditions contained in this Application and by doing so You enter into a binding agreement with the Organisers.

1.3. The date of Application shall be deemed to be the date of receipt of the application at the Organisers' offices, either by post, facsimile or electronically.

1.4. The Organisers do not accept responsibility for network, computer or software failures of any kind, which may restrict or delay the sending or receipt of Your Application. Proof of sending is not proof of receipt.

1.5. We will acknowledge the receipt of Your Application within 14 days. Please contact Us if You do not hear from Us within 14 days of submission.

1.6. The Organisers reserve the right to reasonably refuse any application, remove Your employees or contractors from the Exhibition site or request You to remove any exhibits subject to the reasonable grounds. The Organisers can cancel Your participation in Exhibition for convenience subject to the reasonable grounds in which case the Organisers will refund Your full payment to You.

1.7. The Organisers can vary the layout of the booked space and the size and location of any stand at any time subject to the reasonable grounds and substitute space allocations with your prior consultation.

1.8. Space should be applied for on the basis of a perimeter surrounding the exhibits together with any necessary area to provide clearance for moving parts, walkways between exhibits, and any necessary supporting equipment. No exhibit or stand fit may protrude into the gangways between the stands.

2. Payment terms

2.1. Payment Schedule:

2.1.1. Application completed and submitted prior to 31st May 2019 shall be accompanied by a deposit payment equivalent to a minimum of 50% (fifty per cent) of the total value of the booked exhibition space (including VAT at the prevailing rate). All deposit payments are non-refundable.

The Organisers will send your second invoice for the second payment equivalent to the remaining 50% (fifty per cent) or the remaining value of the booked Exhibition space (including VAT at the prevailing rate) after 31st May 2019. You shall pay this invoice within 30 days of the date of the invoice.

2.1.2. Application completed and submitted on and after 31st May 2019 shall be accompanied by the payment of the full fee for the booked Exhibition space (including VAT at the prevailing rate).

Note: With Your submission of the completed Application form You become liable for the full payment of the Exhibition fees. The payment schedule is designed for Your convenience only to allow You to pay for Your contracted space in instalments.

2.2. If You fail to make any payment by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% (four per cent) per annum above the Bank of England's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. You shall pay the interest together with the overdue amount. Time of payment is of the essence of this agreement.

2.3. All payments must be made in Pounds Sterling by electronic funds transfer to Farnborough International Limited. Please include the invoice number or client code on the payment reference.

2.4. If You are a VAT exempt exhibitor please provide an official valid VAT exemption certificate.

2.5. You must pay all bank charges and transfer charges.

2.6. Remittances from abroad must be by electronic funds transfer in Pounds Sterling.

2.7. Bank Details:

Account: Farnborough International Limited
Sort Code: 20-71-29
Account No: 63589714
SWIFTBIC Code: BARCGB22
IBAN Code: GB68BARC
20712963589714

Bank Address: Barclays Bank Plc
90-93 Broad Street
Reading, Berkshire
RG1 2AP
United Kingdom

3. Withdrawal from exhibition

3.1. To withdraw from the Exhibition, in whole or in part, after signature and submission of Your Application, You shall give written notice of such withdrawal to the Organisers.

3.2. If you withdraw before 1st June 2019 we will retain your 50% deposit as a cancellation charge. If you have not paid your deposit a cancellation charge equal to 50% (fifty per cent) of the Exhibition charges remains due.

3.3. If You withdraw, in whole or in part, from the Exhibition on or after 1st June 2019, We will retain 100% (one hundred per cent) of the Exhibition fees paid by You. If You have not paid Your Exhibition fees, a cancellation charge equal the value of your Exhibition

fees remains due.

3.4. In the event that We are able to reallocate any cancelled space to other exhibitors, any monies received in respect of such space (less any administrative cost) shall be deducted from any money owed to us by You under this Clause.

4. Subletting

4.1. None of the space, may be assigned, sublet or shared without the written agreement of the Organisers.

5. Selling

5.1. You must not promote any product or service within the Exhibition site which does not fall within the categories of products listed in the Regulations or are subject to Export Control license.

5.2. You must not sell any merchandise without the express written permission of the Organisers.

6. Statutory requirements

6.1. Legal Compliance

6.1.1. You must comply with all applicable laws, regulations and codes of practice applicable to Your participation in the Exhibition prior to, during or after the Exhibition, including but not limited to advertising standards, Export Control laws, Equality Act 2010, Bribery Act 2010 and the Modern Slavery Act 2015

6.1.2. You are responsible for ensuring that Your employees, agents, contractors, servants and agents comply equally with all laws applicable to You and them.

6.1.3. You shall indemnify the Organisers to the full extent of any claims, costs, expenses, liabilities and damages that the Organisers may suffer or incur as a result of any breach by You or Your contractors of this section 9.

7. Health and safety

7.1. Your stand must be manned at all times including exhibition halls, outside site or static aircraft exhibition during the opening hours of the Exhibition. We may restrict Your participation at future events if Your stand is unmanned.

7.2. You must comply, and You must ensure that Your employees, contractors servants and agents comply, with all Health and Safety legislation or regulations as well as with the Organisers' Health and Safety Site Rules relevant to Your Participation in the Exhibition.

7.3. Please be aware that the local authority Health and Safety inspectors will make regular inspections of the site as work progresses. The penalties for non-compliance can be severe including the issue of prohibition notices.

7.4. The Organisers will have on site a dedicated Health and Safety team to monitor, advise and assist You to comply with Health and Safety laws and the site rules. They can remove from the Exhibition anyone who breaches the law or site rules.

8. Loss, damage or injury

8.1. You will be held responsible for any personal injury, or loss of or damage to property (including any exhibits) howsoever caused by You, Your contractors, subcontractors, servants or agents.

8.2. You are required to obtain and provide to the Organisers insurance protection for any third party risks with a minimum cover of £5,000,000 (five million pounds). You must ensure that the Organisers are covered by such insurance protection in respect of Your participation in the



Exhibition. In the event that You do not have an adequate insurance prior to the Exhibition You can apply to the Organisers' insurance brokers for cover. Please contact the Organisers for more information. You will not be allowed access to the Exhibition site if You do not have the relevant insurance.

9. Liability

9.1. The Organisers do not accept any liability and will not be under any liability to You, Your employees, servants or agents in respect of any direct or indirect damage, loss to property, or personal injury arising out of or in any way connected with the Exhibition, save that, notwithstanding any other provision in this Agreement, this exclusion shall not apply to any claim against the Organisers for:

9.1.1. death or personal injury caused by their negligence, or the negligence of its employees, agents or subcontractors; or

9.1.2. fraud or fraudulent misrepresentation.

9.2. You are advised to insure Your exhibits against loss or damage, including as a result of fire or any Force Majeure event. This provision is specifically agreed by You to be fair and reasonable.

9.2.1. The Organisers shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Application; and

9.2.2. The Organisers' total liability to You in respect of all other losses arising under or in connection with this Application, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount paid by You to the Organisers for space at the Exhibition.

9.3. The Organisers warrant that they shall carry out their obligations set out in this Application and organise the Exhibition using reasonable care and skill.

10. Dilapidations

10.1. You must leave Your Exhibition space in the condition in which You found it and You must satisfy the Organisers that You have done so. Dilapidations caused by Your installations will be assessed by the Organisers and the cost of reinstatement will be charged to You.

11. Bankruptcy

11.1. If You are for any reason, placed in the hands of a receiver, an administrator or liquidator Your Application, unless otherwise agreed in writing by the Organisers, will be treated as if You have withdrawn from the Exhibition effective as of the date when the Organisers learn that a receiver, administrator or liquidator has been appointed.

12. Force majeure

12.1. Neither party shall be in breach of its obligations nor liable for any failure or delay in performance of any of its obligations (including for provision of the Exhibition, which the parties acknowledge can only be provided on the pre-selected Exhibition dates) nor be liable for any losses incurred by the other party under this Application arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), including but not limited to any of the following:

12.1.1. Acts of God, flood, earthquake, windstorm or other natural disaster;

12.1.2. epidemic or pandemic;

12.1.3. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

12.1.4. terrorist attack, civil war, civil commotion or riots;

12.1.5. nuclear, chemical or biological contamination or sonic boom;

12.1.6. any law or government order, rule, regulation or direction, or any action or intervention taken by a government or public or regulatory authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, failing to grant a necessary licence or consent or revoking any previously granted licence or consent;

12.1.7. fire, explosion (other than in each case one caused by a breach of contract by the party seeking to rely on this clause) or accidental damage;

12.1.8. loss at sea;

12.1.9. extreme adverse weather conditions;

12.1.10. interruption or failure of utility service, including but not limited to electric power, gas or water;

12.1.11. any labour dispute, including but not limited to strikes, industrial action or lockouts;

12.1.12. non-performance by suppliers or subcontractors; and

12.1.13. collapse of building structures, failure of plant machinery, machinery, computers or vehicles.

12.2. The affected party shall as soon as reasonably practicable after the start of the Force Majeure Event notify the other party of the Force Majeure Event, the date on which it started and its potential duration.

13. Third party rights

13.1. No term of this Application shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Application.

14. Supersession

14.1. In the event of a conflict or inconsistency between this Application and any other terms including the terms of the Regulations or the terms of any purchase order issued by the Contractor, the terms and conditions of this Application shall prevail.

15. Acceptance of these terms

15.1. The Organisers have the right to change the terms and conditions of this Application and the Regulations at any time.

15.2. Failure to comply with any of the provisions of these Terms and Conditions, and the Regulations, may result in You being excluded from the Exhibition.

15.3. By signature of this Application Form, You accept and agree to be bound by the terms and conditions of this Application and the terms of the Regulations, and any variations introduced by the Organisers.

16. Disputes

16.1. The Organisers shall in their absolute discretion have the right to resolve any dispute in relation to the Exhibition arising from any cause.

17. Law

17.1. This Application shall be governed by and construed in all respects in accordance with laws of England and the parties submit to the exclusive jurisdiction of the English courts.



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**Global
Urban Air
Summit**

3-4 September 2019

SHAPING THE FUTURE OF AIR TRAVEL