

**EXHIBITION STAND SPACE AND EXHIBITION SERVICES ORDER FORM - STANDARD RATE 2016**
**EXHIBITOR DETAILS**

Company Name			
Address			
Zip/Post Code		City/ State	
Telephone		Country	
Fax		Website	
Invoice Address (if different from company address)		EU. VAT. Registration No.	
EU VAT. for Invoice address			
Company Contact Name		Email Address	
Telephone			

Please refer to the How UBM Uses Your Data section of this order form for further details of how this information is used.

**PAVILION DETAILS**

Choose a pavilion (one choice only):

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Health Ingredients (min. 15m <sup>2</sup> )  | <input type="checkbox"/> Natural Ingredients (min. 12m <sup>2</sup> ) | <input type="checkbox"/> New business pavilion (min. 9m <sup>2</sup> ) |
| <input type="checkbox"/> Usa/ Canada Pavilion (min. 9m <sup>2</sup> ) | <input type="checkbox"/> Organic Pavilion (min. 9m <sup>2</sup> )     | <input type="checkbox"/> Expo FoodTech (min. 9m <sup>2</sup> )         |

**ORDER OF ALLOCATED STAND SPACE**

Your order for Stand Space is on an "allocated" basis.

**Your order of Exhibition Stand of m<sup>2</sup> of Stand Space shall be at the specification and charge rate per m<sup>2</sup> selected in the table below:**

	Classification	1 Open Side	2 Open Sides	3 Open Sides	4 Open Sides
Space Only (minimum order of 20m <sup>2</sup> required)	Gold	€507	€525	€533	€541
	Silver	€502	€518	€525	€531
	Bronze	€487	€506	€517	€524
Shell A	Gold	€674	€692	€700	€708
	Silver	€669	€685	€692	€698
	Bronze	€654	€673	€684	€691
Shell B	Gold	€717	€735	€743	€751
	Silver	€712	€728	€735	€741
	Bronze	€697	€716	€727	€734
Pavilion Package	Gold	€757	€775	€783	€791
	Silver	€752	€768	€775	€781
	Bronze	€737	€756	€767	€774

**Total Stand Space Fee: €**
**CANCELLATION:** Please refer to clause 15 of the Exhibitor Terms & Conditions and the Cancellation Charges section of this Order Form for further details relating to Cancellation Charges.

**STAND SHARING**

You may not share your Stand Space with a third party except with the prior written approval of UBM, and subject to payment of a fee of €250 per third party Stand Sharer to UBM. Please refer to clause 10 of the Exhibitor Terms &amp; Conditions for further details.

**ADDITIONAL FEES**

In addition to the Stand Space Fee, You acknowledge that participating at the Exhibition will result in additional fees being charged to You by UBM which include:

- Stand Cleaning Fee €9.00 per m<sup>2</sup> of Stand Space
- Administration Fee €230.00
- Digital Product Directory Fee €395.00
- Any other fees set out in the Exhibition Manual

You further acknowledge that participating at the Exhibition may result in certain Contractor Fees being charged to you, please refer to clause 7.7 of the Exhibitor Terms &amp; Conditions for further details.

**INVOICING AND PAYMENT TERMS**

Invoices for the Fees shall be issued by UBM in accordance with the table below. Please refer to clause 4 of the Exhibitor Terms &amp; Conditions for further details.

Date Agreement Signed	Invoice Issued	Value of Invoice
On or before 4 December 2015	Invoice 1 invoice issued 1 – 31 December 2015	Invoice 1 50% of Fees
	Invoice 2 Invoices issued 1 – 30 April 2016	Invoice 2 Remaining balance of Fees
Between 5 December 2015 and 31 May 2016	Invoice 1 At time of signing the agreement	Invoice 1 50% of Fees
	Invoice 2 Invoices issued 1 – 30 April 2016	Invoice 2 Remaining balance of Fees
On or after 1 June 2016	Invoice 1 At time of signing agreement or at UBM's discretion	Invoice 1 100% of the Fees

## CANCELLATION CHARGES

Cancellation Charges shall be determined by reference to the date of cancellation and the table below. Please refer to clause 15 of the Exhibitor Terms & Conditions for further details.

Date of Cancellation	Cancellation Charge to be paid
On or before 22 December 2014	Administration Fee €230
During the period which falls between 23 December 2014 to 4 December 2015.	50% of the total Fees
During the period which falls between 5 December 2015 to 31 May 2016	75% of the total Fees
On or after the 1 June 2016	100% of the total Fees

## HOW UBM USES YOUR DATA

The Company Contact that you submit on this order form will be our primary contact within Your company/ organisation for all communications in relation to the Exhibition and related/ future events and services.

UBMi BV ("UBM") will use the information that You provide for the purposes of running the Exhibition, providing you with associated services and informing You about selected future events and services related to the Exhibition. For this purpose, UBM may share this information globally with members of UBM's group and other third parties that are involved with the Exhibition, including the operator of the Venue. If You have any questions about how we use Your information, or if You would like to change Your primary contact, please contact the Data Protection Co-ordinator, or e-mail [ubmidpa@ubm.com](mailto:ubmidpa@ubm.com).

Information that You submit to UBM will be held in accordance with UBM (UK) Limited's privacy policy see [privacypolicy.ubm.com](http://privacypolicy.ubm.com).

## OTHER OPPORTUNITIES

Please tick to confirm if you are interested in receiving further information:

- Sponsorship opportunities       Digital opportunities       Meeting rooms       Conferences  
 Fi TV Video Opportunities       The Hunger Project       Visitor Lead Capture with N200

## GLOBAL OPPORTUNITIES

Please indicate your interest to exhibit at any of the following Fi portfolio events:

<input type="checkbox"/> <b>Fi Russia</b> Moscow, Russia	<input type="checkbox"/> <b>Hi South East Asia</b> Jakarta, Indonesia	<input type="checkbox"/> <b>Fi Istanbul</b> Istanbul, Turkey	<input type="checkbox"/> <b>Fi Asia – China, Hi &amp; Ni</b> Shanghai, China	<input type="checkbox"/> <b>Fi South America</b> São Paulo, Brazil
<input type="checkbox"/> <b>Fi Asia - Indonesia</b> Jakarta, Indonesia	<input type="checkbox"/> <b>Fi &amp; Hi India</b> Mumbai, India	<input type="checkbox"/> <b>Hi &amp; Ni Europe</b> Frankfurt, Germany	<input type="checkbox"/> <b>Fi Asia - Thailand</b> Bangkok, Thailand	

## SIGNATURE BLOCK

This is an order for Stand Space between UBM and the Exhibitor named above.

The Exhibitor requests, and UBM agrees to provide, the Stand Space and associated services set out in this Order Form, which shall be provided in accordance with the Exhibitor Terms & Conditions and the documents referred to therein. The Exhibitor Terms & Conditions are attached to this Order Form and are also available at [www.figlobal.com](http://www.figlobal.com). Unless otherwise stated, all defined terms within this Order Form shall have the meaning set out in the Exhibitor Terms & Conditions.

I, the signing party named below confirm that I am duly authorised to execute this Agreement for and on behalf of the Exhibitor:

Name of person authorised to act on behalf of the Exhibitor: \_\_\_\_\_

Title/ Function: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company stamp (If applicable): \_\_\_\_\_

This is a legally binding agreement. Please sign and keep a copy of this agreement for your own administration and return the original to UBM.

## STAND DESIGNS\*

\*Stand designs are subject to change

### SHELL SCHEME A



#### Booth Package

- Carpeting – Grey
- White Wall Elements 100 x 250cm
- Fascia Board in White
- Company Name/ Stand number To Each Open Side Of The Fascia Board in Blue
- Electrical Power Supply of 3kw
- 3 x 120w Spotlights Fittings
- 1 x Triple wall Socket

#### Furniture Package

- 1 x Shelf Rack
- 1 x Coat Rack

#### Storage Room

- Stands of min. 20m<sup>2</sup> will have a lockable storage room 200 x 100cm

### SHELL SCHEME B



#### Booth Package

- Carpeting – Grey
- White Wall Elements 100 x 250cm
- Fascia Board In White
- Company Name/ Stand number To Each Open Side Of The Fascia Board in Blue
- Electrical Power Supply of 3kw
- 3 x 120w Spotlight Fittings
- 1 x Triple Wall Socket

#### Furniture Package

- 1 x Round Table
- 3 x Chairs
- 1 x Bar Stool
- 1 x Counter
- 1 x Waste Bin
- 1 x Shelf Rack
- 1 x Coat Rack
- 1 x Refrigerator (For Stand of a minimum of 20m<sup>2</sup>)

#### Storage Room

- Stand of Min 20m<sup>2</sup> will have a lockable storage room 200 x 100cm

### NEW BUSINESS PAVILION PACKAGE



#### Booth Package

- Carpeting – Red
- White Wall Elements 100 x 250cm
- Fascia Board In White
- Company Name/ Stand number To each Open Side Of The Fascia Board in red
- Eye catcher above Each Pavilion Stands Block
- Electrical Supply of 3kw
- 1 x 120w Spot Light Fitting per 3m<sup>2</sup>
- 1 x Triple Wall Socket Fitting

#### Furniture Package

- 1 x Coat Rack
- 3 x Chairs
- 1 x Round Table
- 1 x Counter
- 1 x Barstool
- 1 x Brochure Rack
- 1 x Waste Paper Bin
- 1 x green plant

### EXPO FOODTECH PAVILION



#### Booth Package

- Carpeting – TBC.
- White Wall Elements 100 x 250cm
- Fascia Board In Purple Magenta Pantone 213C
- Company Name/ Stand number to Each Open Side Of The Fascia Board in white
- Eye catcher On Top Of Fascia With Pavilion Logo
- Electrical Power Supply Of 3kw
- 1 x 120w Spotlight Fitting per 3m<sup>2</sup>
- 1 x Triple Wall Socket

#### Furniture Package

- 1 x Coat Rack
- 3 x Chairs
- 1 x Round Table
- 1 x Counter
- 1 x Barstool
- 1 x Brochure Rack
- 1 x Waste Paper Bin
- 1 x green plant

### USA PAVILION



#### Booth Package

- Carpeting – Dark Beige
- Yellow Wall Elements 100 x 250cm
- Fascia Board In Yellow/ Orange
- Company Name/ Stand number To Each Open side Of The Fascia Board in green
- 'Leaf' Eye catcher on Fascia Board
- Electrical Supply Of 3kw
- 3 x 120w Spotlight Fittings
- 1 x Triple Wall Socket

#### Furniture Package

- 1 x Table
- 3 x Chairs
- 1 x Bar Stool
- 1 x Counter
- 1 x Waste Paper Bin
- 1 x green plant

### ORGANIC PAVILION



#### Booth Package

- Carpeting – Blue
- White Wall Elements 100 x 250cm
- Fascia Board In White
- Company Name/ Stand number To Each Open Side Of The Fascia Board in blue
- USA/ Canada banner Above Fascia/ Stand.
- Electrical Power Supply of 3kw
- 3 x 120w Spotlight Fittings
- 1 x Triple Wall Socket

#### Furniture Package

- 2 x Shelves
- 1 x Round Table
- 4 x Chairs
- 1 x Counter – Stands > 12m<sup>2</sup>, 2 Counters
- 1 x Bar Stool – Stands > 12m<sup>2</sup>, 2 Bar Stools
- 1 x Brochure Rack
- 1 x Waste Paper Bin
- 1 x green plant

# EXHIBITOR TERMS AND CONDITIONS

1. **DEFINITIONS**
- 1.1 In these terms and conditions:
  - Access Period:** (a) in connection with Your use of the Stand Space: the Exhibition Period, together with such build and "break" periods specified in the Exhibition Manual, and such other period during which UBM may make use of the Stand Space available to You; and (b) in connection with Your use of any Exhibition Services: such periods during which UBM agrees to make any space at the Venue available to You for use in connection with such Exhibition Services (as may be specified in the Order Form or otherwise notified to you by UBM).
  - Agreement:** these terms and conditions, the Order Form and the Exhibition Manual.
  - Cancellation Charge:** the charges set out in the Order Form payable for any cancellation of the Stand Space or of any Exhibition Services, which shall be a percentage of the total Fees.
  - Confidential Information:** shall have the meaning given in Clause 20.
  - Connected Person:** means Your Personnel, Your Stand Sharers and their Personnel, Your or Your Stand Sharer's holding companies, shareholders, subsidiaries and subsidiary undertakings of such holding companies and their respective directors, officers, employees and agents.
  - Contractor Fees:** shall have the meaning given in Clause 7.7.
  - Devices:** means the visitor lead capture apps or barcode scanners.
  - Exhibition:** the exhibition described in the Order Form.  
(see: <http://www.exhibitionkit.com/login/View.do?loginType=exhibitor&showID=18916> (User name: HlEreadorly and Password: 3xh1b1to414) or request copy from [Operations.im@ubm.com](mailto:Operations.im@ubm.com).)
  - Exhibition Period:** the duration of the Exhibition.
  - Exhibition Services:** the additional services or products listed in the Order Form, that You have selected in the Order Form to purchase from UBM, including any selected Sponsorship Rights or Devices.
  - Exhibitor Branding:** such branding as You may provide to us in connection with the Exhibition, including in connection with Your use of any Exhibition Services.
  - Exhibits:** such objects and materials (including marketing and promotional materials) as may be displayed and/or distributed by You or on Your behalf.
  - Fees:** the fees payable by You to UBM in connection with this Agreement, including the Stand Space Fee and any fees for ordered Exhibition Services as may be described in the Order Form.
  - Occurrence:** any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.
  - Order Form:** the order form for Your participation in the Exhibition (including Your use of Stand Space and Your receipt of any Exhibition Services).
  - Personal Injury:** death, bodily injury, illness, disease, mental impairment or injury, nervous shock, distress or mental anguish.
  - Personnel:** any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by a party in relation to the Exhibition.
  - Property Damage:** loss, destruction of, or damage to property including any accidental physical loss of amenities, trespass, nuisance or interference with any right of way, light, air or water.
  - Shell Scheme:** the additional services or products listed in the Order Form, that You have selected in the Order Form to purchase from UBM, including any selected Sponsorship Rights or Devices.
  - Sponsorship Event Materials:** any advertising or promotional materials or products produced by or on behalf of You in connection with any Sponsorship Rights, including those which associate You with the Exhibition.
  - Sponsorship Rights:** any rights set out in the Order Form that are granted to You in connection with Your sponsorship of the Exhibition (if applicable).
  - Stand Sharer:** any third party approved by UBM to share the Stand Space with You in accordance with Clause 10.1.
  - Stand Space:** any area for exhibiting in the Venue licensed to You in accordance with this Agreement.
  - UBM:** the UBM entity named on the Order Form.
  - UBM Branding:** such branding and materials as UBM may provide to You for use by You in connection with the Exhibition, including Your use of any Exhibition Services.
  - Venue:** the venue at which the Exhibition is to be held, as set out in the Order Form.
  - You or Exhibitor:** the entity identified as the Exhibitor in the Order Form.
- 1.2 Where the words included and including are used in this Agreement, they are deemed to have the words "with" following them.
2. **APPLICATION AND AGREEMENT**
- 2.1 You acknowledge and agree that a binding contract will be formed upon signature of the Order Form by You.
- 2.2 In the event of conflict between the various documents forming this Agreement between the parties the following order of priority shall apply: the Order Form; these terms and conditions; and then the Exhibition Manual.
3. **LICENCE OF STAND SPACE**
- 3.1 UBM permits You to occupy and use the Stand Space for the Access Period for the purpose of the Exhibition together with the right to use such other parts of the Venue for the purpose of access/egress to the Stand Space as UBM shall designate from time to time for such purpose, subject to the terms of this Agreement.
- 3.2 You shall not sub-licence the Stand Space, either wholly or in part, or otherwise part with, share possession of, or permit a third party to use, all or any part of the Stand Space without UBM's prior written approval.
4. **SUPPLY OF EXHIBITION SERVICES**
- 4.1 UBM shall supply, or grant You the right to use, such Exhibition Services as are selected in the Order Form and shall permit You to occupy and use such parts of the Venue as UBM shall designate for the Access Period for such purpose, in each case in accordance with the terms of this Agreement.
5. **UBM'S RIGHT TO MAKE CHANGES**
- 5.1 You acknowledge and agree that UBM may require changes and alterations to benefit and safeguard the value of the Exhibition as a whole. Subject to Clause 5.2, UBM reserves the right to determine and (acting reasonably) alter:
  - 5.1.1 the location and/or size of the Venue;
  - 5.1.2 the Exhibition Period;
  - 5.1.3 the date or dates on which the Exhibition is to be held and its opening hours;
  - 5.1.4 the name of the Exhibition;
  - 5.1.5 the location and dimensions of the Stand Space;
  - 5.1.6 the layout of the Exhibition generally;
  - 5.1.7 the entrances and exits to and from the Exhibition; and
  - 5.1.8 any other technical or administrative details in respect of the Exhibition.
- 5.2 In the event that UBM determines (acting reasonably) that any such changes or alterations are materially detrimental to You, UBM shall notify You and UBM may (at its discretion and without obligation) apply a pro rata reduction to the Fees or part of them to compensate You. Such compensation shall be Your sole remedy in this regard.
6. **YOUR OBLIGATIONS**
- 6.1 You shall, and shall procure that Your Personnel shall, at all times:
  - 6.1.1 comply with all applicable laws, including the UK Bribery Act 2010 and any other local anti-corruption laws, statutes, regulations or codes;
  - 6.1.2 act in a professional manner in accordance with this Agreement;
  - 6.1.3 have and maintain all required licences, authorisations, permits, approvals and consents necessary for Your proper performance of this Agreement; and
  - 6.1.4 not do anything to adversely affect the name, branding, trading image, reputation or business of UBM or the Exhibition.
- 6.2 You must ensure that all of Your Personnel, equipment and materials have been removed from the Venue by the end of the Access Period. If you fail to do so, UBM may (without prejudice to any other right or remedy that UBM may have) arrange for the removal of such Personnel, equipment and materials and recharge You directly for any expenses incurred in the event of such failure.
- 6.3 You shall comply with all requirements, laws, rules and regulations (including those set out in the Exhibition Manual) whether imposed by UBM, the operator of the Venue or any municipal, governmental or other competent authority.
- 6.4 You shall submit to UBM or its appointed representative details of all subcontractors and equipment to be used in connection with any rights granted to You under this Agreement. You shall submit such information at least 60 days before the Access Period begins.
- 6.5 You shall not display exhibits or act in a manner which would, in UBM's opinion, obstruct the light or impede the view along the open spaces or gangways of the Exhibition or cause inconvenience for or otherwise affect the display of any other exhibitor.
- 6.6 You must not display Exhibits or act in a manner which would, in UBM's opinion, obstruct the light or impede the view along the open spaces or gangways of the Exhibition or cause inconvenience for or otherwise affect the display of any other exhibitor.
- 6.7 Save as otherwise set out in this Agreement, You shall be responsible for obtaining appropriate consents and licences to use any intellectual property rights contained in any Exhibits or other materials You use in connection with the Exhibition and Your use of Exhibition Services.
7. **FEES AND PAYMENT**
- 7.1 You shall pay the Fees and the Contractor Fees in accordance with this Clause 7.
- 7.2 Unless otherwise agreed in writing between the parties, You shall pay the Fees on the earliest of the following events:
  - (i) within 30 days of the date of UBM's invoice for such Fees;
  - (ii) within any shorter payment period, from the date of UBM's invoice for such Fees, set out on the Order Form; or
  - (iii) not less than 14 days before the Access Period begins.
- 7.3 Time shall be of the essence regarding payment of Fees. Without prejudice to any other right or remedy that UBM may have, if You fail to meet any payment obligations, (including as to the amounts or dates of payment), then UBM may, at its sole discretion, deem that You have cancelled Your order for Stand Space and/or Exhibition Services (with effect from the date of such failure) and exercise UBM's rights pursuant to Clause 15.3 and/or Clause 17.1.
- 7.4 Unless otherwise stated, all Fees payable under this Agreement are exclusive of VAT or other relevant tax which, if applicable, shall be charged and payable at the rate prevailing from time to time.
- 7.5 If You fail to pay any Fees in accordance with Clause 7.2, then UBM may charge interest on the overdue amount from the due date for payment until payment is made, whether before or after judgment, at the annual rate of 4% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis and being compounded quarterly.
- 7.6 If an EU member state withdraws from economic and monetary union but the euro continues to exist as the lawful currency of other EU member states, then all references in this Agreement to, and all obligations under this Agreement in, the euro shall continue to be denominated in the euro (even if one or more obligors are incorporated or perform any obligations in the withdrawing member state). If the euro ceases to exist as a lawful currency for any reason, the replacement currency to be used for all purposes in connection with this Agreement shall be the replacement currency permitted by law to be at UBM's sole discretion, who shall notify You of such change as soon as reasonably practicable.
- 7.7 You acknowledge and agree that certain services may be required by the Venue operator and/or UBM for the safe and efficient operation of the Exhibition, including connection to and consumption of utilities (e.g. electricity charges) and inspection of stand plans and auditing of the Stand Space. Such services shall be provided by contractors appointed by the Venue operator and/or UBM and it is a condition of this Agreement that You use such contractors for these services. Rates and charges for such additional services ("Contractor Fees") shall be set out in the Exhibition Manual or otherwise provided in writing by UBM prior to the Access Period. You shall be responsible for payment of Contractor Fees directly to the relevant parties.
- 7.8 You shall pay the Contractor Fees in accordance with the relevant contractor's payment terms. If You fail to pay the Contractor Fees in accordance with such terms, UBM may at its sole discretion (a) pay such Contractor Fees and recharge You directly for these; or (b) deem that You have cancelled Your order for Stand Space and/or the Exhibition Services (with effect from the date of such failure) and exercise UBM's rights pursuant to Clause 15.3 and/or Clause 17.1.
8. **STAND SPACE**
- 8.1 You shall submit to UBM or its appointed representative detailed plans for stands or displays (other than those using a Shell Scheme) and details of all subcontractors and equipment to be used within the Stand Space. You shall submit such information at least 60 days before the Access Period begins. No construction may begin in the Stand Space without UBM's prior written approval (not to be unreasonably withheld or delayed).
- 8.2 If, in UBM's opinion, Your stand, Shell Scheme or other display extends beyond the allocated Stand Space or is otherwise not in compliance with this Agreement, UBM may at its sole discretion: (i) charge You for the extra space so occupied at the prevailing rate; (ii) require You to move or alter Your stand or Shell Scheme so that the allocated Stand Space is not exceeded; or (iii) require You to do any such other acts in order to comply with the terms of this Agreement (including the Exhibition Manual) and to agree to pay all costs and expenses related thereto.
- 8.3 Any materials used for building, decorating or covering stands or displays must consist of non-flammable material. You must comply immediately with all instructions given by the relevant authorities or UBM to avoid the risk of fire or any other risk of injury or damage to property.
- 8.4 Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other exhibitors and any music or other noise shall be at such a level so as not to cause nuisance or discomfort to visitors and other exhibitors, in all cases as determined by UBM at its sole discretion. You shall comply immediately with all instructions of UBM to remove or limit such nuisance or discomfort.
- 8.5 UBM, its appointed representatives and any other person having an interest in the Venue shall be entitled to access Your Stand Space without notice at all reasonable times during the Access Period, without incurring any liability whatsoever to You.
- 8.6 On each day that the Exhibition is open to visitors, You must occupy Your Stand Space no later than the opening time of the Exhibition. In the event that You fail to do so, then (without prejudice to UBM's other rights and remedies) UBM may, at its sole discretion, deem that You have cancelled Your order for Stand Space (with effect from the date of such failure) and exercise UBM's rights pursuant to Clause 15.3 and/or Clause 17.1.
- 8.7 UBM shall notify You of the opening hours for the Exhibition. During the opening hours You shall ensure that:
  - 8.7.1 the Stand Space is adequately staffed by You or Your Personnel;
  - 8.7.2 the Exhibits are all operational and/or displayed (as the case may be); and
  - 8.7.3 You are ready and able to conduct business.
- 8.8 Subject to any other rights granted to You to display or distribute materials as part of any Exhibition Services, You may only canvass, and distribute and display materials, at the Venue on Your Stand Space. You may not canvass, or distribute or display any materials, placards, handbills, circulars or other articles, anywhere else at the Venue, except with UBM's prior written agreement.
9. **EXHIBITOR'S REPRESENTATIVES AND PASSES**
- 9.1 You shall supply in writing to UBM the name of at least one person authorised to be Your representative in connection with the installation, operation and removal of the stand and any Exhibits. You shall ensure that such person is available to be contacted by UBM at all times during the Exhibition Period and reasonably available at other times during the Access Period.
- 9.2 Access to the Venue and the Exhibition shall be restricted to those of Your Personnel in possession of passes to be issued by UBM or its appointed representative. Passes are non-transferable and no admission will be allowed unless a valid pass is presented. You must provide UBM or its appointed representative, by such date as may be notified by UBM, with a list detailing the Personnel who You wish to have access and the days on which each person shall be in attendance (including Personnel involved with the construction and dismantling of the stand). Numbers of passes issued shall be at the reasonable discretion of UBM.
- 9.3 You shall be responsible and liable for the conduct of all Personnel and any other person associated or connected with You, and for any unauthorised use of the passes issued to You. UBM reserves the right, at its absolute discretion, to exclude or remove from the Exhibition any person whose presence or behaviour is undesirable and/or potentially unlawful, harmful, disrespectful and/or causing a nuisance to other exhibitors and/or visitors. UBM may exercise such right notwithstanding that any such person is Your Personnel or otherwise connected or associated with You.
10. **STAND SHARING**
- 10.1 You may not share Your Stand Space with a third party except with the prior written approval of UBM. Requests for stand sharing must be submitted to UBM using the "Stand Sharer Form" as may be made available by UBM, and any approval shall be conditional on the Stand Sharer agreeing to comply with the terms set out in the Stand Share Form. In particular, unless otherwise expressly agreed, You shall ensure that at least one of Your own Personnel is present at Your Stand Space at all times.
- 10.2 Notwithstanding any stand sharing arrangement, You shall remain fully and wholly liable for the full amount of Fees, Contractor Fees and any Cancellation Charge. You shall procure that any Stand Sharer and its Personnel comply with this Agreement and You shall be responsible and liable for any act or omission of such Stand Sharer and its Personnel and subject to Clause 14 shall indemnify and keep fully indemnified UBM on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) that UBM may incur in connection with any Stand Sharer and its Personnel.
- 10.3 Notwithstanding Clause 10.1, UBM may, at its absolute discretion, make its approval of the proposed Stand Sharer subject to further restrictions as it sees fit.
11. **SPONSORSHIP**
- 11.1 If You are granted any Sponsorship Rights under this Agreement, the terms of this Clause 11 shall apply.
- 11.2 You shall:
  - 11.2.1 exercise any Sponsorship Rights strictly in accordance with the terms of this Agreement;
  - 11.2.2 use the UBM Branding and other branding materials provided by UBM strictly in accordance with this Agreement and the Exhibition Manual;
  - 11.2.3 apply any legal notices as required by UBM or as set out in the Exhibition Manual on all Sponsorship Event Materials that use the UBM Branding; and
  - 11.2.4 submit to UBM for its prior written approval samples of all Sponsorship Event Materials not less than 30 days before their production or distribution.
- 11.3 You shall immediately withdraw from circulation any Sponsorship Event Materials which do not comply with Clause 11.2.
12. **USE OF BRANDING**
- 12.1 Subject to Your compliance with the provisions of this Agreement and any branding guidelines set out in the Exhibition Manual or otherwise provided in writing to You by UBM, UBM hereby grants You a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence for the period of time between the date of the Agreement and the end of the Exhibition Period, to use UBM Branding solely and strictly in the form provided to You and for the purpose of reasonably promoting, marketing and advertising Your participation in the Exhibition and/or in connection with any Sponsorship Rights that You are granted under this Agreement.
- 12.2 Subject to UBM complying with the provisions of this Agreement, You hereby grant UBM a worldwide, non-exclusive, sub-licensable, irrevocable, royalty-free licence for the period of time between the date of the Agreement and the end of the Exhibition Period (or such other period as UBM and You may agree in the Order Form), to use Exhibitor Branding for the purpose of promoting, marketing and advertising the Exhibition and Your involvement in the Exhibition or otherwise in connection with Your receipt of any Exhibition Services.
- 12.3 You shall indemnify and keep fully indemnified, UBM against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by UBM arising out of or in connection with:
  - 12.3.1 any claim made against UBM by a third party for actual or alleged infringement of a third party's intellectual property rights, moral rights or other rights arising out of or in connection with UBM's use of the Exhibitor Branding in accordance with this Agreement; and
  - 12.3.2 any claim made against UBM by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsorship Event Materials. For the avoidance of doubt, any approval by UBM of the use of any UBM Branding on any Sponsorship Event Materials, relates only to the use of the UBM Branding and does not amount to approval of any Sponsorship Event Materials and shall not in any way affect this right of indemnification.
13. **REMOVAL OF EXHIBITS AND MARKETING MATERIALS**
- 13.1 You shall comply with the Exhibition Manual in relation to the removal of Exhibits, equipment and dismantling of the contents of the Stand Space, and any other reasonable instructions of UBM as may be notified to You. UBM may require that the movements of Exhibits and equipment in and out of the Exhibition are handled by official contractors specified in the Exhibition Manual.
- 13.2 Exhibits and equipment that are not to be removed from the Exhibition or stand shall be packed, removed or dismantled during the Exhibition Period without UBM's prior written permission.
- 13.3 UBM reserves the right at any time, at its absolute discretion, to require You to promptly remove (or to itself remove) any Exhibit and equipment that UBM reasonably believes contravenes any provision of this Agreement or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person, or infringe any third party's right (including intellectual property rights).
- 13.4 You will be liable for all storage, handling and disposal charges incurred by UBM (acting reasonably), which result from Your failure to promptly remove all Exhibits or Your other property from the Stand Space (and, where applicable, from elsewhere in the Venue) in accordance with this Agreement.
- 13.5 You must surrender any occupied Stand Space (and any other occupied space in the Venue) in its original condition. Subject to Clause 14, You shall indemnify and keep fully indemnified UBM on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) caused by You, Your Personnel or any Stand Sharer to the Venue, any Shell Scheme, and/or any possessions or property of other exhibitors.
14. **INDEMNITY**
- 14.1 Subject to Clauses 14.2 and 14.3, UBM shall indemnify and hold harmless You, Your Personnel, Your Stand Sharer and their Personnel (but excluding in each case any subcontractor involved with the construction and dismantling of the stand) (each an "Indemnified Party") against any third party claims for all losses, liabilities, costs, claims and expenses awarded against, paid by, suffered or incurred by the Indemnified Parties ("Claims") up to a
  - 14.1.1 the amount of the Stand Space Fee; and
  - 14.1.2 the amount of the Contractor Fees.

	<p>maximum amount of GBP £2 million per Occurrence arising out of or in connection with any accidental Personal Injury or Property Damage caused by an Indemnified Party while under Your control suffered by a third party at the Exhibition as a result of the acts or omissions of any of the Indemnified Parties.</p>	20.	<b>CONFIDENTIALITY</b>
14.2	UBM shall determine, at its sole reasonable discretion, whether such Personal Injury or Property Damage is accidental in nature.	20.1	Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature (" <b>Confidential Information</b> ") except as strictly necessary to perform its obligations or exercise its rights under this Agreement, except that this provision shall not apply to Confidential Information which:
14.3	It is a pre-condition of the indemnity provided by UBM under Clause 14.1 that the Indemnified Party shall always:	20.1.1	the receiving party is already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or
14.3.1	take all reasonable steps to mitigate any loss which it may suffer or incur as a result of a matter that may give rise to a claim under Clause 14.1;	20.1.2	comes into the public domain otherwise than through the default or negligence of the receiving party; or
14.3.2	make no admission and take no action in respect of such Claims unless with UBM's consent (such consent not to be unreasonably withheld or delayed);	20.1.3	the receiving party is required to disclose by law or applicable regulatory authority.
14.3.3	provide UBM with notice of such Claims as soon as reasonably practicable and in any event within five business days of receipt of the written notice of the Claims; and	20.2	Information regarding new exhibitions, new venues and financial data (including rates) relating to UBM shall in all cases be regarded as Confidential Information.
14.3.4	give UBM the right to control the defence and settlement of such Claims, together with all reasonable co-operation, information and assistance with such defence or settlement as UBM may reasonably require.	20.3	In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.
14.4	This indemnity shall not apply in the event that the Claim (a) arises as a result of a breach by the Indemnified Party of this Agreement (or where the Indemnified Party is a Stand Sharer, of the terms set out in the Stand Sharer Form), including any failure to comply with the Exhibition Manual or (b) arises out of (i) the use of a motor vehicle or (ii) in respect of any internet liability or (c) arises out of the Indemnified Party's own property which is not in its charge or control.	20.4	Each party shall ensure that its Personnel who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this Clause 20.
14.5	In the event that a Party seeks an indemnity under Clause 14.1 in respect of a Claim, the Indemnified Party shall be required to pay an administration fee of £500 (exclusive of VAT).	20.5	The provisions of this Clause 20 shall continue in force notwithstanding termination or expiry of this Agreement.
15.	<b>EXHIBITOR'S CANCELLATION OR MODIFICATION OF STAND SPACE OR EXHIBITION SERVICES</b>	21.	<b>SUB-CONTRACTOR INSURANCE</b>
15.1	You may, at any time prior to the Exhibition, cancel Your order for Stand Space and/or any Exhibition Services by providing written notice to UBM. Where You cancel Your order for Stand Space and/or any Exhibition Services under this Clause 15.1, You must pay the Cancellation Charge within 30 days of the date of Your written notice or within 14 days of UBM's invoice for such Cancellation Charge, whichever is the sooner.	21.1	Subject to Clause 21.2, You shall ensure that any sub-contractors who are employed by You:
15.2	You may request modifications to Your Stand Space and/or any Exhibition Services by sending a written request to UBM, stating the reason for the proposed modification, which UBM may reject, accept, or accept subject to conditions, at its sole discretion. Such conditions may include the payment of additional Fees (e.g. if the request is for additional requirements), or the payment of Cancellation Charges (e.g. if the request is for reduced Stand Space).	21.1.1	the receiving party has a recognised insurer in relation to their activities under this Agreement against personal injury, death and damage to or loss of property by any cause whatsoever. Such insurance level shall not be less than GBP £2 million per Occurrence; and
15.3	In the event that:	21.1.2	obtain all other insurances with a recognised insurer in order to meet their legal and regulatory obligations.
15.3.1	You provide notice of cancellation under Clause 15.1;	21.2	You shall provide written evidence of any relevant sub-contractor's public liability insurance policy and any other insurance policy that UBM may require to be evidenced in accordance with Clause 21.1.2, to the satisfaction of UBM (determined at its sole discretion) no later than sixty (60) days before the Access Period begins.
15.3.2	Your modification pursuant to Clause 15.2 results in a reduction of Stand Space and/or any Exhibition Services;	21.3	In the event that You enter into this Agreement less than sixty (60) days before the Access Period begins, You shall on the date of this Agreement provide written evidence of any relevant sub-contractors' public liability insurance policies and any other insurance policy that UBM may require to be evidenced in accordance with Clause 21.1.2, to the satisfaction of UBM.
15.3.3	UBM deems that You have cancelled its requirement for the Stand Space and/or any Exhibition Services in accordance with Clauses 7.3, 7.8 and/or 8.6; and/or	21.4	In the event that You fail to provide satisfactory evidence of the insurance cover in accordance with Clauses 21.2 and 21.3, UBM may, at its sole discretion, deem that You have cancelled Your order for Stand Space and/or any Exhibition Services (with effect from the date of such failure) and exercise UBM's rights pursuant to Clause 15.3 and/or Clause 17.1.
15.3.4	You are in breach of this Agreement, UBM may, at its absolute discretion, (and without prejudice to any other right or remedy available to UBM) re-allocate or resell the Stand Space which had been allocated to You or the rights granted to You as part of any cancelled Exhibition Services. In the event that You request a modification to Your Stand Space and/or any Exhibition Services in accordance with Clause 15.2, and then subsequently cancel such modified Stand Space and/or any Exhibition Services, UBM may, at its sole discretion, apply the Cancellation Charge relevant to either (i) the original, unmodified Stand Space and/or any Exhibition Services; or (ii) the modified Stand Space and/or any Exhibition Services.	22.	<b>VISITOR LEAD CAPTURE</b>
15.4	You hereby acknowledge that the Cancellation Charge represents a reasonable pre-estimate of the likely losses and costs that would be incurred by UBM as a result of Your cancellation and that it does not represent a penalty. For the avoidance of doubt, UBM is not required to mitigate its losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where UBM is able to reallocate or resell the Stand Space or the rights granted in connection with the cancelled Exhibition Services.	22.1	If You order Devices (as described in the Order Form/Exhibition Manual) from UBM for use at the Exhibition, the terms of this Clause 22 shall apply. The Order Form may specify that it is compulsory to order Devices for use at the Exhibition.
16.	<b>FORCE MAJEURE</b>	22.2	You acknowledge that all Devices are provided by UBM's nominated third party supplier, N200 Limited or such other supplier as UBM may notify to You ("Device Supplier"). The Devices allow you to engage with the visitor lead capture services provided by Device Supplier, activation and use of the visitor lead capture services will require You to agree and adhere to the Device Supplier's terms of use, a link to these can be found in the Exhibition Manual. By agreeing to the Device Supplier's terms of use, this creates a separate contract between You and the Device Supplier for the use of such services. In the event that the Device Supplier exercises any right to terminate Your use of the lead capture services pursuant to its terms of use, all Fees in respect of the Devices You have paid are non-refundable.
16.1	UBM shall not be in breach of this Agreement or liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such failure or delay results from events, circumstances or causes beyond the reasonable control of UBM or the providers of the Venue including any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, export and/or financial control, sanction, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, the general advice or recommendation of any government (including any government agency or department), regulatory authority or international agency against travel, exhibitions and/or public gatherings, or the Venue becoming unavailable and/or unfit for occupancy and/or use (" <b>Force Majeure</b> ").	22.3	You acknowledge and agree that You will obtain all required consents from visitors before using the lead capture services and/or Devices to scan their exhibition badge.
16.2	In the event of Force Majeure which materially interferes with the holding of the Exhibition and/or the attendance by You and/or any other exhibitor or visitors, UBM may cancel, postpone or bring forward the Exhibition or change the Venue or alter the Exhibition. In all other cases, UBM shall be entitled to a reasonable extension of time for performing the relevant obligations.	22.4	You acknowledge and agree that the Device Supplier will host all data collected by You in connection with the lead capture services in accordance with the Device Supplier's terms of use. In particular, You acknowledge and agree that the Device Supplier will be disclosing certain data that You collect using the lead capture services to UBM for the purposes set out in the Device Supplier terms of use.
17.	<b>TERMINATION</b>	22.5	You acknowledge and agree that all Devices are provided to You on our behalf by the Device Supplier. In the event of any fault, malfunction, failure or inaccuracy of the Device or other loss or damage arising in connection with the Device and/or any captured data, You should contact the Device Supplier to resolve any issues. UBM's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise to You arising in connection with such Device, service or data shall be limited to 100% of the Fees paid by You to UBM in respect of the Devices only. In respect of the Devices, this Clause 22.5 shall take precedence and prevail over anything to the contrary in Clause 18.4.
17.1	This Agreement may be terminated by UBM at any time with immediate effect by written notice to You if:	22.6	You will collect and return any Devices in accordance with the Device Supplier's instructions. Subject to Clause 14, You shall indemnify and keep fully indemnified UBM on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses) that UBM may incur in connection with any Devices that are not returned or that are damaged.
17.1.1	the Exhibition is cancelled in accordance with Clause 16 above;	22.7	You can order additional Devices from UBM by using the order form in the Exhibition Manual.
17.1.2	You commit a material breach of this Agreement which breach is irremediable or, if remediable, You fail to remedy the breach within the following periods after being notified to do so (a) 4 hours if during the Access Period, or (b) within 7 days if outside the Access Period;	23.	<b>GENERAL</b>
17.1.3	You fail to provide satisfactory evidence of insurance cover in accordance with the provisions of Clauses 19 and 21;	23.1	<b>Assignment:</b> You may not assign, transfer or delegate to a third party, any of Your rights or obligations arising under this Agreement save that You may use official contractors pursuant to Clause 7.7, or as may otherwise be approved by UBM. UBM may assign the benefit of this Agreement without notice to or consent from You.
17.1.4	You fail to pay any Fees or Contractor Fees in accordance with this Agreement;	23.2	<b>Notices</b>
17.1.5	You cease to carry on business, become insolvent or, enter into or are subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of You or any of Your assets, or suffer from enforcement of security or legal process or repossession or any event analogous to any of the above in any jurisdiction;	23.2.1	Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be given either personally or by first class post or fax addressed to that other party at their registered address or such other address as notified by one party to the other in writing from time to time. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by fax shall be deemed to be served immediately provided that in the case of fax the correct transmission report shall have been received by the sender.
17.1.6	You, Your Personnel, or Your Stand Sharers or their Personnel, conduct itself/themselves in such a way as to bring itself, the Exhibition or UBM or any member of UBM's group into disrepute (as determined by UBM acting reasonably), including any conviction(s) for any criminal offence; or	23.2.2	As an alternative to the methods of service in Clause 23.2.1, during the Access Period any notice to be served on You may be delivered by hand to any of Your Personnel at the Venue.
17.1.7	any export and/or financial control and/or sanction under any applicable legislation, rules or regulation affects You or any Connected Person.	23.3	<b>Set-off:</b> UBM reserves the right to set off any indebtedness of You to UBM against any indebtedness of UBM to You.
17.2	If this Agreement is terminated under any of Clauses 17.1.2 to 17.1.7 inclusive above then:	23.4	<b>No waiver:</b> No waiver by UBM of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless given in writing and signed by a director of UBM. UBM's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to You.
17.2.1	UBM may re-allocate and/or resell the Stand Space or the rights granted in connection with the Exhibition Services;	23.5	<b>Cumulative remedies:</b> No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.
17.2.2	all payments made in respect of the Stand Space and the Exhibition Services shall be retained by UBM and forfeited by You; and	23.6	<b>Headings:</b> The headings in this Agreement have been inserted for reference only and do not affect their interpretation.
17.2.3	UBM may invoice You for (and within 14 days of the date of such invoice You shall pay) the balance of the Fees and any loss or damage suffered or additional expenses incurred by or on behalf of UBM as a consequence of such termination.	23.7	<b>Relationship:</b> Nothing in this Agreement shall create a relationship of landlord and tenant between UBM and You or give You any interest in the Stand Space or any other space at the Venue other than in accordance with the licence set out at Clauses 3.1 and 4.1.
17.3	Upon termination of this Agreement for any reason, You shall promptly remove all of Your, Your Personnel's, Your Stand Sharers and their Personnel's property from the Exhibition, failing which UBM may remove and at its option:	23.8	<b>Severability:</b> The provisions contained in each clause, and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provisions were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
17.3.1	store such property at Your expense in accordance with Clause 13.4; or	23.9	<b>Entire agreement</b>
17.3.2	treat such property as waste (regardless of the nature, value or condition of such items) and dispose of the property at Your expense in accordance with Clause 13.4.	23.9.1	This agreement together with the documents referred to herein constitutes the whole agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any earlier agreements, heads of terms, memoranda or other agreement or understanding of any kind between the parties (whether written or oral) which in any way relate to the subject matter of this Agreement.
17.4	UBM reserves the right to exercise a general lien over any of Your property in the Venue in respect of all monies, of whatever nature, including in respect of claims for damages, costs, losses or expenses which may at any time be due or payable by You to UBM in connection with the Exhibition.	23.9.2	The parties agree that, save as expressly set out herein, neither party has relied on any statement or representation made by the other (whether innocently or negligently) in entering into this Agreement, and neither party shall have any liability for such unless such statement or representation was made fraudulently.
17.5	Without prejudice to Clauses 17.2 and 17.3, on the termination of this Agreement all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination including Clauses 7, 17, 18 and 20.	23.10	<b>Supplementary regulations and instructions:</b> Notwithstanding any other provision of this Agreement, UBM reserves the right to issue supplementary regulations or instructions in addition to those in this Agreement to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these terms and conditions and shall be binding on You.
18.	<b>LIMITATION OF LIABILITY AND INDEMNITY</b>	23.11	<b>Third parties:</b>
18.1	This Clause 18 sets out the entire liability of UBM (including any liability for the acts or omissions of its Personnel) to You in respect of:	23.11.1	Except as expressly provided for under Clause 14.1 of this Agreement, no terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
18.1.1	any breach of this Agreement;	23.11.2	Notwithstanding Clause 23.11.1, UBM and You may agree to vary or terminate this Agreement in accordance with its terms without the agreement of any party who may benefit from rights set out under Clause 14.1.
18.1.2	any use made by You of the Stand Space;	23.12	<b>Best practice:</b> UBM strives to achieve efficiency and excellence at the Exhibition by conducting its business operations in a sustainable manner. To help achieve this, You shall:
18.1.3	any use made by You of any Exhibition Services; and	23.12.1	on UBM's request, provide a copy of a sustainability statement relating to Your business as an exhibitor at the Exhibition; and
18.1.4	any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.	23.12.2	on UBM's request, provide a copy of an anti bribery policy relating to Your business as an exhibitor at the Exhibition; and
18.2	Neither UBM (nor any of its Personnel) shall be liable to You under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental special or consequential loss arising under this Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).	23.12.3	comply with all sustainability requirements set out in the Exhibition Manual or as otherwise notified to You by UBM (acting reasonably).
18.3	UBM accepts no responsibility for any property that You or Your Personnel bring into the Venue, including all exhibits. You shall be responsible for all such property, including insuring such property at Your own cost.	23.13	<b>Variation:</b> UBM, at its sole discretion, reserves the right to vary the terms of this Agreement if it considers such variation is required for the benefit of the Exhibition and/or You. You will be provided with advance written notification of the details of any variation prior to it taking effect.
18.4	Subject to Clauses 14.1, 18.6, 22.5 below, UBM's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement shall be limited to the total Fees payable by You for the relevant Exhibition (including the Exhibition Services) in connection with which such liability arises.	24.	<b>GOVERNING LAW AND JURISDICTION</b>
18.5	All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.	24.1	These terms and conditions shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning this Agreement. Sharers and their Personnel (but excluding in each case any subcontractor involved with the construction and dismantling of the stand (each an "Indemnified Party") against third party claims for all losses, liabilities, costs, claims and expenses awarded against, paid by, suffered or incurred by the Indemnified Parties (" <b>Claims</b> ") up to a maximum amount of GBP £2 million per Occurrence arising out of or in connection with any accidental Personal Injury or Property Damage caused by an Indemnified Party while under Your control suffered by a third party at the Exhibition as a result of the acts or omissions of any of the Indemnified Parties.
18.6	Nothing in this Agreement purports to exclude or limit either party's liability for death or personal injury, as a result of its fraud or fraudulent misrepresentation, or for any liability that cannot be excluded by law.		
18.7	You shall indemnify and keep fully indemnified UBM on demand against all damages, losses, costs or expenses whatsoever suffered or incurred by UBM, or UBM's Personnel, as a result of any breach of any term(s) of this Agreement by You, Your Personnel or Your Stand Sharers and their Personnel.		
19.	<b>INSURANCE</b>		
19.1	Notwithstanding the indemnity provided under Clause 14.1, UBM may require You and Your Stand Sharers to obtain public liability insurance with a recognised insurer in relation to Your activities under this Agreement against Personal Injury and Property Damage by any cause whatsoever. If relevant, UBM will provide You with advance written notification of any requirements, and such insurance shall not be less than GBP £2 million per Occurrence.		
19.2	You and Your Stand Sharers shall obtain all other insurances with a recognised insurer which are not referred to in Clause 19.1 in order to meet Your legal and regulatory obligations.		
19.3	Upon request You shall provide written evidence of any insurance policy that UBM may require to be evidenced in accordance with Clause 19, to the satisfaction of UBM (determined at its sole discretion).		