Waterford Truck and Motor Show Exhibitor Terms and Conditions

EXHIBITOR TERMS AND CONDITIONS

Defined Terms

- 1. The Event is organized by Waterford Truck and Motor Show Ltd, subsequently referred to in these rules and conditions as the 'Event organizers.'
- 2. The term 'Event' shall refer to the event specified on the Booking Form.
- 3. The term 'Booking Form' shall refer to the booking form setting out details of the Event and the Fee that the Exhibitor is required to complete in order to book Stand Space.
- 4. The term 'Exhibitor' shall refer to the company, or individual named on the Booking Form
- 5. The term 'Exhibitor's Staff' shall refer to all personnel employed, whether for reward or voluntarily, either permanently or temporarily by the Exhibitor.
- 6. The terms 'Showground' and 'Event Site' shall refer to the place where the Event takes place as specified on the Booking Form.
- 7. The term 'Stand Space' shall refer to that specific area hired by the Exhibitor for the sole purpose of displaying and/or selling his/her product(s) and/or service(s), as specified on the Booking Form.
- 8. The term 'Fee' shall refer to the amount payable by the Exhibitor to the Event organizers as set out on the Booking Form.

General

- 9. A binding contract for the purchase of Stand Space between the Event organizers and the Exhibitor (the "Contract") will be made when the Booking Form and payment of the Fee have been received in full.
- 10. Tickets and passes will be dispatched no later than one week before the Event. The Event Organizers are not liable for lost tickets.
- 11. By completing the Booking Form, the Exhibitor hereby agrees to comply with these Event Rules and the 'Conditions'.
- 12. The site plan provided by the Event organizers is a guide only and does not form part of any Contract. The Event organizers reserve the right to change the site plan at their discretion.
- 13. The Event organizers reserve the right to refuse admission to any Exhibitor or Exhibitor's Staff.

Payments and Cancellation

- 14. 100% of the Fee is payable 30 days prior to the Event.
- 15. No Stand Space and/or personnel passes and/or vehicle passes will be allocated and no provision for power or lighting will be made until full payment of the Fee has been received by the Event Organizers.
- 16. The sub-letting of all or part of any Stand Space by any Exhibitor to a third party is expressly forbidden unless authorized by the Event organizers in writing prior to the Event.
- 17. No refunds will be made should the Event be cancelled due to reasons beyond the control of the Event organizers. Should an exhibitor cancel before two months prior to the event, the Exhibitor will be entitled to a full refund. Should an exhibitor cancel more than a month before the event, a 50% refund is due. Cancellation within 4 weeks of the event, or an Exhibitor not attending on the day will result in no refund will be due.
- 18. In the event of cancellation or rescheduling of the Event, the Event Organizer's maximum liability to Exhibitor shall be an amount equal to the Fee. The Event organizers shall not be liable for any direct, indirect, consequential or other losses (including loss of profits, business or goodwill) suffered or incurred by Exhibitor as a result of the cancellation or rescheduling of the Event including (without limitation) accommodation costs, travel expenses, costs relating to the construction of the Stand Space, or staffing costs.

Exhibitor Obligations

- 19. The Exhibitor shall be responsible for ensuring that all gazebos, marquees and other temporary structures are suitably secured on soft or hard ground.
- 20. If any gazebo, marquee or other temporary structure is deemed dangerous or unsafe by the Event organizers or any appointed safety consultant then the item must be removed if the issue can't be rectified and made safe.
- 21. All display material and/or exhibition equipment shall be positioned within the confines of the Stand Space.
- 22. No obscene material and/or display material and/or behavior which could cause offence to visitors, other Exhibitors (and their staff) or the Event organizers (and their staff and stewards) will be allowed.
- 23. The Booking Form must contain an accurate description of products and/or services to be displayed and/or sold (if relevant). Only items described on the Booking Form will be allowed (i.e. autojumble stands can only retail second hand spares). Food stuffs and/or beverages may not be sold from any Stand Space without the express written permission of the Event organizers.
- 24. All Exhibitors must comply with all Health & Safety issues and legislation, and must return a completed Insurance details with their completed Booking Form.
- 25. Exhibitors are responsible for the cleanliness of their Stand Space and all rubbish must be removed to the rubbish skips provided. The Event organizers reserve the right to fine any Exhibitor who fails to do so an amount equal to the cost of cleaning the Stand Space and

removing all rubbish. Adequate litter bins or refuse sacks must be provided by the Exhibitors on their Stand Space.

- 26. Exhibitors are responsible for the safe keeping of all products or other items on their Stand Space. The Event organizers will not be responsible in any way for the loss or damage to Exhibitors' property howsoever caused.
- 27. Noise should be kept to a level such that it does not cause a disturbance to the Event organizers or other Exhibitors.
- 28. Exhibitors who extend beyond the boundaries of their Stand Space will be charged for the extra meters taken at the individual Exhibitors frontage rate set out on the Booking Form.

Prohibited Activities

- 29. Under no circumstances will ticket selling for raffles, be allowed at the Event without the written permission of the Event organizers.
- 30. The distribution of leaflets, posters or other promotional material outside the confines of the Stand Space is forbidden without the written permission of the Event organizers.
- 31. Under no circumstances will any Exhibitor be allowed to display and/or sell any product and/or service featuring the brands or logos of the Event organizers unless agreed in writing by the Event organizers.
- 32. No item may be exhibited or machinery operated in such a way that it may create a danger.
- 33. Unauthorized trading, flyers, banners, or photography for commercial gain or any other activity deemed inappropriate by the Event organizers will not be permitted. No magazines, posters or other promotional material provided by or published by any commercial publisher shall be displayed and/or sold without the written permission of the Event organizers.
- 34. The following are not allowed on the Event Site at any time: Animals; glass/bottles; bonfires; barbecues; mini scooters or quads.

Insurances and Liability

- 35. Exhibitors are required to hold a minimum of €5 million in Public Liability Insurance cover and have the necessary insurances against claims by third parties for fire, damage and all other risks
- 36. Exhibitors shall indemnify the Event organizers, the Event Site owners and their respective affiliate companies, staff, officials, representatives, agents, sub-contractors and members against any and all loss, damage, claim, action, costs or expenses suffered or incurred by any such party for whatever reason arising out of or in connection with the Exhibitor's attendance at the Event and/or their exhibits on the Event Site.
- 37. To the fullest extent permitted at law, neither the Event organizers, the Event Site owners nor their respective affiliate companies, staff, officials, representatives, agents, subcontractors and members, shall be liable for any loss, damage, claim, action, costs or expenses which may be suffered or incurred by Exhibitor as a result of Exhibitor's participation in the Event, save that nothing herein shall exclude or limit the liability of any

such party for (i) death or personal injury due to its negligence; or (ii) fraud.

38. Save in respect of liability for (i) death or personal injury due to its negligence; or (ii) fraud, the Event Organizers' aggregate liability to the Exhibitor under this Contract shall not exceed the Fee.

Fire Precautions

39. Exhibitors and all Exhibitor's Staff must familiarize themselves with fire precautions and are required to provide fire extinguishers(s) suitable for controlling and extinguishing any fire which may occur on or adjacent to their stand. PLEASE NOTE: Petrol generators are not permitted. No BBQ's or open fires allowed.

Car Parking

40. All vehicles must be parked in the official car park(s), except those for which special passes have been provided and which may park adjacent to or behind the Stand Space.

Display Vehicles

- 41. All vehicles to be displayed on the Stand Space must have a special vehicle pass, and must be placed within the confines of the area reserved for the Stand Space. Vehicles displayed outside the Stand Space will have to be moved by the Exhibitor to either the confines of the Stand Space or to the official car park.
- 42. All vehicles to be displayed which will be used for all or part of the display on Stand Space will be required to have a display vehicle pass.
- 43. All drivers of display vehicles will each require a car pass.

Car Passes

- 44. The car pass is for the vehicle and is nontransferable.
- 45. Must be clearly displayed at all times.
- 46. Anyone without a car pass will have to park in the public car park.
- 47. Stand space is for pre booked sponsors and exhibitors only.