

Schedule 1 – Exhibitions

This schedule contains additional terms and conditions which apply to exhibition packages ('the deliverables') purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

APIL Conference

means the conference, event, congress, meeting, convention, seminar, symposium or forum at which the Exhibition will take place

APIL member

means an individual who possesses a valid, current membership of the Association of Personal Injury Lawyers

Authorities

means the relevant local, county and other public authorities and bodies relevant to the Exhibition

Booking form

means the form which must be completed by the Customer and returned to APIL to book a place at the Exhibition

Conference Marketing Materials

means all marketing materials, product literature, promotional materials and data, advertising and display materials, flyers, and training materials, in each case in whatever form or medium (including but not exclusively audio, visual, digital or print) issued by APIL in connection with the APIL Conference or Exhibition

Conference Merchandise

means the promotional items given to Delegates at the APIL Conference and Exhibition

Conference Pack

means the documentation issued by APIL to Delegates at the APIL Conference

Conference Sessions

means the meetings, seminars or forums which take place at the APIL Conference

Delegates

means the individuals who attend the APIL Conference

Exhibition

means the trade show, exhibition, exposition, demonstration or manifestation, which is the subject of this Contract

Exhibition Day

means the opening hours referred to in clause 4 of this Schedule

Exhibition Date

means the date(s) set out in the Contract upon which APIL's Exhibition takes place

Exhibition Information Sheet

means the information sheet produced by APIL in relation to the Exhibition

Exhibition Space

means the space at the Exhibition which is made available to the Exhibitor, its location to be determined by APIL

Exhibition Stand

means the Exhibitor's structure used at the Exhibition for displaying details of the Exhibitor's products and services

Exhibitor

means the person, firm, business or company which agrees to take a stand at the Exhibition

Venue

means the location where the Exhibition will take place

1 Booking and Payment

- 1.1 The Booking form is an offer to contract. A contract between APIL and the Exhibitor arises only upon and subject to APIL's written acceptance of the Exhibitor's offer.
- 1.2 Subject to clause 4.1, 4.2 and 4.3 of the Contract, if payment is not received by APIL within the period set out in clause 4.2.1 of the Contract, APIL may allocate the deliverables elsewhere without notice to the Customer.

2 Variation or cancellation of an Order

- 2.1 Subject to clause 2 and 13 of the Contract, the Customer may cancel the Contract, by giving Notice to expire not later than the next cancellation date set out in clause 2.2.1 of this schedule below.
- 2.2 APIL shall be entitled to retain or (if not already paid) require payment forthwith of the Price due subject to the cancellation dates and charges payable by the Customer listed in 2.2.1 of this Schedule below.
- 2.2.1 Cancellation dates and charges retained by APIL or payable forthwith by the Customer:
- (a) Initial deposit 25% non-refundable plus the appropriate cancellation fee set out in 2.2.1 (a) (i) – (ii):
 - (i) 25% of the Price if the Order is cancelled between 90 days and 180 days before the Exhibition Date, or
 - (ii) 75% of the Price if the Order is cancelled less than 90 days before the Exhibition Date.

3 Alteration of Exhibition Dates

- 3.1 APIL reserves the right to alter the Exhibition Date as set out in the Contract at any time provided that:
- (i) any alteration does not result in the Exhibition being moved by more than 12 (twelve) months; and
 - (ii) no alteration is made to the Exhibition Date within 90 days of the first open day of the Exhibition.
- 3.2 In the event of an alteration of the Exhibition Date, APIL may change the cancellation dates set out in clause 2 of this Schedule and the instalments and dates for payment set out in the Contract and will notify the Exhibitor accordingly.

The Exhibition

4 Opening Hours

- 4.1 The Exhibition will be open to visitors daily for the period and during the opening hours stated in the Exhibition Information Sheet.
- 4.2 All dust covers must be removed and Exhibition Stands ready for display purposes by the readiness time stated in the Exhibition Information Sheet on each Exhibition Date. No exhibits shall be removed from their positions until the close of the Exhibition without APIL's permission in writing, nor shall any stand be covered up or closed during the Exhibition before time stated in the Exhibition Information Sheet.

- 4.3 Exhibition Stands must be set up and dismantled during the times specified on the Exhibition Information Sheet and at no other times. Entry to set up at other times will be refused by APIL.
- 4.4 The Exhibitor shall ensure that the Exhibition Stand is open to view and staffed by competent representatives during the Exhibition hours stated in the Exhibition Information Sheet.

5. Admission to the Exhibition

- 5.1 APIL reserves the right to expel from or refuse to admit to the Exhibition premises any person at any time notwithstanding that person's possession of an official wristband, pass, ticket or badge.
- 5.2 APIL will issue official wristbands, passes, tickets or badges of admission and no other form of admission ticket, pass or badge will be valid.
- 5.3 Wristbands and badges must be worn and visible to APIL staff and passes and tickets must be available for inspection by APIL staff at all times during the Exhibition opening hours.
- 5.4 No Exhibitor will be admitted to the Exhibition without producing to APIL staff the Exhibitor's wristband, pass, ticket or badge issued by APIL, which reserves the right, at its discretion, to withdraw the wristband, pass, ticket or badge issued to any person if complaints have been received concerning the Exhibitor's conduct.

6. Admission to other parts of the APIL Conference

- 6.1 The Exhibitor is not permitted to attend the APIL Conference Sessions as a delegate, unless issued with a delegate wristband, pass, ticket or badge.
- 6.2 Only APIL members may attend APIL's Annual General Meeting and purchase of Exhibition Space does not entitle the Exhibitor or any persons for whom the Exhibitor may be considered responsible in any way whatsoever to attend that meeting.
- 6.3 Exhibitor wristbands, passes, tickets or badges do not entitle the Exhibitor to have either a conference pack or conference merchandise unless permitted by APIL in the Contract.

7. Gangways

It is the responsibility of the Exhibitor to ensure that gangways in front of the allocated stand are kept free from obstruction during the whole of the Exhibition.

8. Conduct of exhibitors

- 8.1 The Exhibitor shall have not more than two persons present within the Exhibition at any time, unless otherwise stated in the Contract.
- 8.2 At least five (5) Business Days before the Exhibition Date, the Exhibitor will supply APIL with the names of all persons who will require admission to the Exhibition in order to staff the Exhibitor's Stand.

8.3 Subject to clauses 9 and 10 of the Contract, the Exhibitor and all persons for whom the Exhibitor may be considered responsible in any way whatsoever, must conduct themselves at all times in such a manner as shall not be objectionable to any other Exhibitor, Exhibitor's employee, visitor or APIL and shall not create any disturbance or obstruction. Any person who does not comply with these requirements shall be liable, at the discretion of APIL, to be removed from the Exhibition and refused re-admission during the period of the Exhibition.

9. Exhibiting

9.1 The Contract constitutes a licence to exhibit and not a tenancy. APIL reserves the right at any time to make such alterations in the floor plan of the Exhibition as may in its opinion be necessary in the best interests of the Exhibition as a whole and to alter either or both of the shape and size of the space allotted to the Exhibitor. If, as a result, the Exhibition Space allotted to the Exhibitor shall be reduced, a proportionate allowance will be made to the Exhibitor by adjustment of the Price. No alteration to the Exhibition space allotted will impose on the Exhibitor any greater Price than that undertaken in the Contract.

9.2 APIL further reserves the right at any time to substitute for the Exhibition Space allotted a different Exhibition Space.

9.3 The Exhibitor is not permitted to alter the position of the Exhibition Space or Stand within the Exhibition.

9.4 The Contract is personal to the Exhibitor and may not be assigned, subcontracted or sublet. Neither may the Exhibitor, without having first obtained the consent in writing of APIL:

- 9.4.1 have or display on the stand or at the Exhibition the goods of any other person, firm or company; or
- 9.4.2 display or permit to be displayed on the stand or at the Exhibition the name or mark of any other person, firm or company or literature or other items relating to the goods or services of any such other person, firm or company.

9.5 Each Exhibitor will be allocated an Exhibition Space measuring 1.5m by 3 metres. The Exhibitor's stand must not exceed these dimensions.

9.6 APIL will provide each Exhibitor with a clothed trestle table and two chairs for each exhibition space.

9.7 An Exhibitor who requires an electrical supply to the Exhibition Stand must advise APIL in advance of the Exhibition date. The Exhibitor must use its own cables, extension cables and other electrical equipment.

9.8 Competitions or the like may be held without the written permission of APIL, but APIL is not liable to inform Delegates of the winners' identities or to deliver prizes won as a result of such competitions.

9.9 The provision of alcohol to delegates, exhibitors or any other persons attending the exhibition or APIL conference is not permitted unless the

alcohol is contained within sealed bottles which form part of a competition prize. Any prizes which contain alcohol must only be distributed to winners at the end of the Exhibition day.

- 9.10 Details of all food and food products which the Exhibitor may display at the Exhibition must be submitted to APIL for approval by APIL and the owner or operator of the Venue at least 30 days before the Exhibition Date. Food hygiene certificates may be required by APIL.

10. Removal of exhibits

- 10.1. Immediately after the Exhibition closes, The Exhibitor will be permitted to remove portable exhibits and personal effects from its stand under the supervision of authorised members of its staff. Portable exhibits should be removed that evening to ensure their safety.
- 10.2 The Exhibitor, its agents or contractors, are responsible for the complete removal from the Exhibition and outside areas of all goods and materials used by them, together with all rubbish. Should any Exhibitor, agent or contractor fail to remove any exhibit, stand, wires, ropes, or any rubbish within the time stipulated, then the Exhibitor shall indemnify APIL in respect of any claim thereby occasioned for failure to give possession of any part of the Exhibition on the due date, and APIL shall be entitled but not obliged to remove such materials as it considers necessary. The Exhibitor shall be liable for all loss and costs thereby occasioned. APIL reserves the right to specify the time at which individual stands and exhibits shall be removed. Notwithstanding instructions issued specifically for the Exhibition, the security of exhibits, stands, furniture, etc during removal from the Exhibition is wholly the responsibility of the Exhibitor, its agent or contractor and APIL will not be responsible for any loss or damage that occurs.

11 Safety and Fire precautions

- 11.1 The Exhibitor shall observe the following provisions:
- 11.1.1 All display material must be made from fireproofed materials to the satisfaction of the Authorities. Cloth materials used in the decoration of stands must be non-flammable.
- 11.1.2 Explosives or highly flammable substances may not be exhibited or brought into the Exhibition unless agreed in writing by APIL beforehand, but celluloid or articles mainly consisting of that material may be shown in glass showcases or otherwise protected from risk of fire in an approved manner.
- 11.1.3 No naked lights or lamps may be used during the period of the Exhibition or the periods of fitting up and dismantling, except when permission is given in writing by APIL after obtaining the approval of the Authorities and the Venue.
- 11.1.4 Fire Extinguishers are distributed throughout the Venue to meet statutory requirements. The Exhibitor must ensure that its staff and all persons for whom the Exhibitor may be considered responsible in any way whatsoever are acquainted with the position of the nearest fire alarm station and fire exit in the Exhibition building.

- 11.1.5 All electrical equipment and appliances in the Exhibition Space must be maintained in a safe condition and must comply with The Electricity at Work Regulations 1989 or any other regulations or legislation which amend or supersede them.
- 11.2 The Exhibitor should take all reasonably practicable steps to protect the health, safety and welfare of its employees and other people who might be affected by its activities at the Exhibition and ensure that it complies with all relevant health and safety laws in force during the Exhibition.
- 11.3 If the Exhibitor commits a breach of any of the provisions contained in this clause 11 it will be liable for all claims, loss and damage thereby caused and will indemnify APIL in respect thereof.

12. Insurance

- 12.1 The Exhibitor is advised to remove valuable items from its Exhibition Stand during the hours when the Exhibition is closed. All goods, packaging included, present at the Venue or Exhibition or the surrounding grounds are at the expense and risk of the Exhibitor. APIL is not responsible for insuring such goods.
- 12.2. APIL cannot be held liable for any damages, of whatever nature, incurred as a result of damage to or loss of goods, nor for any damages arising from any other defects in the Exhibition, the Venue or the surrounding grounds, nor for any damage to goods or persons arising from any cause whatsoever, if and insofar as such damage or loss is not covered by third party liability insurance taken out by APIL.
- 12.3 It is the Exhibitor's responsibility to take out and maintain insurance to cover its losses or liabilities arising out of or in connection with the Exhibition including:
- (a) insurance of the Exhibitor's property;
 - (b) liability for injury sustained by employees or third parties;
 - (c) liability for loss or destruction of or damage to property of the Venue, APIL and any third party; and
 - (d) insurance against losses arising out of the cancellation of the Exhibition due to causes beyond APIL's control.

13. Evening entertainment

- 13.1 Subject to availability, the Exhibitor may purchase tickets from APIL for evening entertainment at the Conference in addition to the tickets allocated to the Exhibitor in the Contract.
- 13.2 Additional tickets will only be issued by APIL to employees of the Exhibitor and each ticket entitles one person to attend the evening entertainment.
- 13.3 APIL reserves the right at its discretion to refuse to sell additional tickets for evening entertainment to the Exhibitor.

14. Accommodation

- 14.1 Details of accommodation included within the Price are contained within the Booking Form.
- 14.2 Additional accommodation at the Venue is not available as part of this contract.

15. Marketing

- 15.1 The Exhibitor must submit a 250 word business profile to APIL by the date specified by APIL. The business profile will be published in the Conference Pack.
- 15.2 APIL reserves the right to publish the Exhibitor's business profile which has been drafted by APIL's staff where the Exhibitor fails to submit its business profile in accordance with 15.1 of this Schedule.
- 15.3 APIL does not accept responsibility for any omission, misquotations or other errors which may occur in the compilation of the Conference Pack.

16. General

- 16.1 In the event that APIL is notified by the Exhibitor of any special dietary requirements, APIL reserves the right to charge an additional price and will notify the Exhibitor accordingly.

17. Conflict

- 17.1 If there is a conflict between the terms contained in this Schedule and the terms of the Exhibition Information Sheet or the Contract terms and conditions, this Schedule shall prevail.