

## TERMS & CONDITIONS FOR EXHIBITORS

### 1. DEFINITIONS

- 1.1. In these terms & conditions: PURE Life Experiences means PURE Life Shows Limited; Invitation & Contract means the Invitation & Contract signed by the Exhibitor; Contract consisting of the terms the Invitation & Contract means the contract between the Exhibitor and PURE Life Shows Limited whereby PURE Life Shows Limited has agreed to allocate space to the Exhibitor for the purpose exhibiting at the Exhibition, as set out on this contract/booking form; Rules & Regulations means the of the venue where the exhibition is taking place and provided from time to time; Deposit means a sum equal to 35% of the Fee; Exhibition means the PURE Life Experiences show; Exhibitor means the person and company whose details are set out overleaf; Fee means the charges payable by the Exhibitor under the Contract as specified overleaf; GBP and £ means British Pounds; Official evening functions, means ONLY functions organised by PURE Life Shows Limited; Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party including but not limited to any acts of god, epidemics, pandemics, swine flu, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lightning, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political, terrorist, biochemical attacks, cyber attacks, national mourning or other similar purposes, material emergency, terrorist or military activity, labour disputes, airlines disturbances, civil disturbances, explosions, inevitable accident, interventions or regulations; Meeting Table means a table and 2 chairs ONLY allocated to the exhibitor under the Contract; Space means the space allocated to the Exhibitor under the Contract; Stand means the stand and space allocated to the Exhibitor under the Contract; Terms means these terms and conditions and the terms, if any, set out overleaf; Venue means the site at which the Exhibition is to be held.

### 2. TERMS OF THE CONTRACT

- 2.1. These terms, the Invitation & Contract and the Survival Guide constitute the entire agreement between the parties, superseding any previous agreement or understanding. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 2.2. Any changes or additions to the Contract or the Terms must be agreed in writing by PURE Life Shows Limited. PURE Life Shows Limited may, from time to time, vary or amend these Terms, provided that such variations or amendments do not operate to diminish the rights reserved to the Exhibitor under the Contract, and shall not operate to increase the liabilities of PURE Life Shows Limited or its agents.

### 3. FEES

- 3.1. The Exhibitor should pay the Fee for provision of the Space by PURE Life Shows Limited in accordance with this clause 3.
- 3.2. PURE Life Shows Limited shall invoice the Exhibitor for the Deposit on acceptance of the Contract provided that it is accepted within the 120 days prior to the start of the exhibition.
- 3.3. The balance of the Fee is due 120 days prior to the start of the Exhibition or in the event that the contract is accepted less than 120 days prior to the start of the exhibition PURE Life Shows Limited shall immediately invoice the full amount.
- 3.4. All invoices will be payable within 30 days of the date of the relevant invoices and subject to VAT at the prevailing rate if applicable, if the 30 day payment deadline is missed, the Exhibitor will be automatically re-invoiced at the next higher rate tier. However if the contract is accepted less than 120 days prior to the start of the exhibition, payment will be required by return.
- 3.5. The Exhibitor shall not be permitted to exhibit unless payment in full has been made of the Fee prior to commencement of the Exhibition.

- 3.6. The early bird rate will only be limited to the first 350 contracts received by PURE Life Shows. The second release rate will only be available for the following 70 contracts received and the final packages will be sold at the third release rate. All rates are only valid as long as payment is received within the specified deadline of the relevant invoice, otherwise the Exhibitor will be re-invoiced at the next higher tier. The deadline for the final balance of 65% must be paid by 14 May 2017. If the final balance of 65% is not paid by 14 May 2017, the Exhibitor will be automatically re-invoiced at the maximum rate of their selected package.
- 3.7. All payment of fees must be paid by bank transfer and no payment will be accepted by Credit Card or Cheque.

#### **4. CANCELLATION**

- 4.1. PURE Life Shows Limited shall be entitled to cancel the contract if it considers, at its sole discretion, that the products or services provided by the Exhibitor or any person sharing the Stand do not fit the profile or the particular standards of the Exhibition.
- 4.2. The Exhibitor may cancel the Contract in entirety or reduce its space requirements (or catalogue advertising) by giving prior notice in writing to PURE Life Shows Limited. Provided that such notice is received by PURE Life Shows Limited at least 120 days prior to the start of the Exhibition, the Exhibitor will be liable for the 35% Deposit paid in proportion to the space no longer required in order to cover preliminary costs incurred by PURE Life Shows Limited. Where such notice is received by PURE Life Shows Limited less than 120 days prior to the start of the Exhibition, the Exhibitor shall remain liable for the 100% payment in full.
- 4.3. The Exhibitor may cancel an additional delegate badge order by giving prior notice in writing to PURE Life Shows Limited at least 30 days prior to the start of the Exhibition without penalty. Where such notice is received by PURE Life Shows Limited less than 30 days prior to the start of the Exhibition, the Exhibitor will be liable for 50% of the cost of the badge.
- 4.4. Neither PURE Life Shows Limited nor its agents shall be required to assist the exhibitor to obtain any documents necessary for entry into the country where the Exhibition is to be held. Any failure of the Exhibitor to obtain any such documents from the relevant authorities shall not constitute frustration of the Contract. The Exhibitor, however, may substitute another person to take the Meeting Table or Stand subject to approval of such person by PURE Life Shows Limited. In the event of such substitution, the Exhibitor shall remain primarily liable to PURE Life Shows Limited under the Contract.
- 4.5. Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

#### **5. CONDUCT OF EXHIBITOR**

- 5.1. The Exhibitor has no right to occupy any particular space, although PURE Life Shows Limited will endeavour to take into account the Exhibitor's preferences when allocating space.
- 5.2. The Exhibitor shall not assign any of its rights under the Contract, or share, sub-let or grant licences in respect of the whole or any part of the Stand, save as permitted in writing by PURE Life Shows Limited.
- 5.3. The Exhibitor shall notify PURE Life Shows Limited of the name of each stand sharer at the time of booking. The Exhibitor shall be deemed to act as agent in respect of each stand sharer who shall be bound by these terms accordingly. In the event that any stand sharer fails to comply with these terms or otherwise defaults in its obligations to PURE Life Shows Limited the Exhibitor shall be liable for all losses, liabilities and costs incurred by PURE Life Shows Limited arising from such noncompliance or default.

- 5.4. The Exhibitor shall follow relevant laws, meeting Health & Safety and venue guidelines.
- 5.5. The Exhibitor has a duty to keep its stand clean and tidy at all times. If the Exhibitor shall fail to do so, PURE Life Shows Limited will charge a fee to cover the cost of having the cleaning done.
- 5.6. The Exhibitor shall not:
- a) remove or dismantle any part of its exhibit from its stand, prior to the official closure of the Exhibition, and shall have an authorised representative present at the Stand at all times when the Exhibition is open to visitors and during installation and dismantling of the exhibit; or
  - b) obstruct the view of adjoining exhibits nor operate in any manner intrusive or damaging to other exhibitors, including, without limitation, unreasonable use of light and noise; or
  - c) display or distribute any political, illegal, immoral or offensive material at the Exhibition. No lotteries, games of chance or raffles or use of audio, lighting or audiovisual will be conducted without the prior written consent of PURE Life Shows Limited and no maps of Africa with boundaries will be allowed to be displayed.
- 5.7. The Exhibitor shall comply with all reasonable instructions of PURE Life Shows Limited, the Venue operator and statutory regulations, the Rules & Regulations and the Survival Guide, which may vary from time to time.
- 5.8. The Exhibitor shall pay to PURE Life Shows Limited forthwith, upon demand, the costs of making good all damage to furnished stands suffered during the Exhibition, other than damage caused by PURE Life Shows Limited and its sub-contractors.

## 6. INDEMNITY

- 6.1. The Exhibitor shall indemnify and hold harmless PURE Life Shows Limited against any loss, damages, costs, expenses or other claims arising from: a) Breach of these Terms by the Exhibitor or any person sharing the Stand; and b) Acts or omissions of the Exhibitor, its employees, agents, subcontractors or any person sharing the Stand, whether negligent or otherwise.

## 7. LIMITATION OF LIABILITY

- 7.1. Except in respect of death or personal injury caused by negligence or as expressly provided in these Terms, neither PURE Life Shows Limited or its servants or agents shall be liable to the Exhibitor by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of PURE Life Shows Limited, its servants or agents or otherwise) which arise out of or in connection with the Exhibition (including any delay or cancellation of the Exhibition).
- 7.2. Neither PURE Life Shows Limited nor the Venue operator nor their agents, nor contractors nor employees shall have any liability, direct or indirect, consequential or special, for any loss or damage or delay incurred by the Exhibitor arising:
- a) as a result of an act of Force Majeure;
  - b) in relation to the movement of freight to and from the Venue; or
  - c) other than personal injury or death caused, by negligence, by fire or theft of any nature.
- 7.3. If the Exhibition is cancelled, postponed, abandoned or curtailed, or the Venue becomes wholly or partially unavailable for the holding of the Exhibition as a result of;

- a) an act of Force Majeure; or
- b) conflicts or misinterpretations arising with the national or local authorities of the host county, its sponsors, agents or other bodies regarding any and all aspects of the Exhibition, then:
- c) Neither PURE Life Shows Limited nor any of its agents shall have any liability for any loss, damage or delay to the Exhibitor arising as a result of such circumstances;
- d) PURE Life Shows Limited shall be entitled, but not obliged, to reschedule the Exhibition to another date and/or at an alternative site; and
- e) PURE Life Shows Limited shall be entitled to retain such part of all sums paid by the Exhibitor as it, in its absolute discretion, considers necessary to meet any expenses incurred by it in connection with the Exhibition.

7.4 References in PURE Life Shows Limited's marketing materials to "Guaranteed Business Meetings with Private Travel Designers" or "Target Private Travel Designers: 480" or "Targeted Selected Suppliers: 470" shall imply an obligation on PURE Life Shows Limited to use all reasonable endeavour to provide such services to exhibitors. However, if PURE Life Shows Limited is unable to honour such guarantees, such failure shall not constitute a breach by PURE Life Shows Limited of the contract.

## 8. INSURANCE

- 8.1. It is a requirement for ALL PURE Life Experiences exhibitors and sub-exhibitors to have a public liability insurance cover for a minimum of £5 million valid in Morocco for the duration of the show. A charge of £199 will be automatically included on all contracts unless a proof of alternative cover (if applicable) is provided at the time of signing the contract. Any exhibitor not providing proof of public liability insurance cover before the event will not be allowed to exhibit.
- 8.2. The Exhibitor is responsible for arranging their own insurance in relation to their employees, property and other equipment for which they are responsible and their participation expenses in case of cancellation, etc.

## 9. GENERAL

- 9.1. All exhibiting companies (main stand holders and sharing companies) are fully responsible for VAT liabilities as required by the local governing authorities. PURE Life Shows Limited has no responsibility for the relevant VAT process. This is a matter exclusively between the participating Exhibitor and the relevant local authorities. PURE Life Shows Limited might charge VAT on invoices depending on the tax situation of the contractee and its country of residence.
- 9.2. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.3. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 9.4. An official catalogue of exhibitors will be issued by PURE Life Shows Limited. We do not accept any responsibility for any omissions, misquotations or other errors that may occur in the compilation of the catalogue. See full terms and conditions governing catalogue advertising.
- 9.5. You agree to give us your consent under privacy laws to give your personal information to the exhibition's contractors and to have them displayed in our catalogue.
- 9.6. You agree to give us your consent under privacy laws to be photographed or videoed by a camera during your participation at our event and that the resulting material could be used for promotional purposes on print, on the internet and on electronic format.

- 9.7. PURE Life Shows Limited is happy for private events to take place during the Exhibition, so long as the number of Private Travel Designers invited does not exceed 40 and provided they do not clash with the official programme. Any company hosting a private event that clashes with an official element of the event or that has invited more than 40 Private Travel Designers will have their registration(s) revoked and will be refused entry to all business and social events throughout the event.
- 9.8. From time to time private events might be organised by delegates participating in the show. The organisation of such events is not the responsibility of PURE Life Shows Limited and PURE Life Shows Limited cannot facilitate entry or access to any of those events.
- 9.9. PURE Life Shows Limited does not allow any family members or life partners, junior staff or non-delegates to attend any of the official functions or the PURE Life Experiences exhibition.
- 9.10. PURE Life Experiences is for senior management only – Director level and above. PURE Life Shows Limited reserves the right to refuse entry to any junior staff.
- 9.11. The Contracts (Rights of Third Parties) act 1999 shall not apply to the contract.
- 9.12. This agreement shall be governed by and construed according to English Law. Any dispute between the parties under this Agreement is hereby submitted to the jurisdiction of the English Courts.