

1 DEFINITIONS:

The **'Company'** means Show Direct Ltd. Their authorised employees, sub-contractors, agents and representatives.

The **'Supplier' or 'Contractor'** means the client responsible for the supply of Goods, Equipment or Services to the company, as identified in the Agreement.

The **'Agreement' or 'Order'** refers to the document containing the terms agreed between the Company and the Supplier or contractor.

The **'Goods', 'Equipment' or 'Services'** means those items specified in the Agreement or Order.

The **'Specification'** means the technical description and/or requirements (if any) of the Goods. Equipment or Services contained or referred to in the Agreement or any duly authorised subsequent Orders.

The **'Start Date'** means the time and date for delivery and the commencement of installation or erection where appropriate of the Goods, equipment or Services at the beginning of the hire period.

The **'Hire Period'** means the period from the start date until such time as the Goods or Equipment have been dismantled and removed from the site or the Services provided have been completed.

The **'Use Period'** means the period directly related to the event and as specified in the Agreement or Order.

The **'Finish Date'** means the final time and date for removal of all Goods or Equipment and Services from the premises or Venue.

2 GENERAL

2.1 These conditions shall apply to all Agreements and related Orders for the supply of Goods, Equipments or Services by the Supplier, Contractor or its authorised agents and shall supersede any prior promises, representations, conditions, undertakings, or implications. In addition, these conditions will also over-ride any others issued by the Supplier/Contractor concerned

2.2 If there are any qualifications and or variations to either the agreement and/or these conditions and for the avoidance of any doubt, such qualifications or variations must be made in writing and signed by duly authorised signatories of both the Company and the Supplier or Contractor. No other action on the part of the Company shall be construed as an acceptance of any other conditions.

2.3 All orders for Goods, Equipment or Services included in the Agreement or any subsequent duly authorised Orders, shall be deemed to be an offer by the Company to hire the Goods, equipments or the Services from the Supplier or Contractor in accordance with these conditions.

2.4 No order shall be concluded or the Goods, Equipment or Services identified therein provided until such time as the Agreement or subsequent duly authorised Orders accepted unamended or with agreed amendments and within the stated acceptance period have been signed by the duly authorised signatories of both the Company and the Supplier.

3 THE COMPANY UNDERTAKES:

3.1 To pay the deposit, progress payments and to make final settlements to the Supplier or Contractor in accordance with the terms stated in the Agreement.

3.2 To provide the Supplier or Contractor within a reasonable amount of time in advance of the Start Date of the event, if appropriate, accurate plans of the Venue detailing the layout and position of, or requirements of the Goods, Equipment and or the Services to be supplied, together with details of any obstacles, obstructions or restrictions which may affect the supply, installation or construction of the equipments or the services as far as the Company is aware.

3.3 To ensure that the Supplier or Contractor has access to the Venue on the Start Date identified in the agreement or Order, and henceforth for the Hire Period, or at times mutually agreed with both the Venue and the Supplier or Contractor, shall have access to the Venue and the Goods or Equipment for the purposes of :

3.3.1 Transporting, mechanical handling, erection, dismantling and removing the Goods or Equipment:

3.3.2 Examining the Goods or Equipment.

3.4 To give notice to or obtain the necessary permission or permits from the relevant local authority and/or the Venue owners prior to commencement of the installation or erection of the Goods or Equipment.

4 THE SUPPLIER UNDERTAKES

4.1 That unless otherwise specified by the Company, the Goods, equipments or Services shall be effected by the Supplier or Contractor at the Supplier's or Contractor's own risk and expense (including the risk of deterioration in the Goods or Equipment necessarily incident to the course of transit) to the place and on the date(s) specified in the Agreement or duly authorised subsequent Order.

4.2 That prior to delivery the Supplier or Contractor shall inspect and test the Goods or Equipment for compliance with the Agreement or Order.

4.2.1 That the Company shall be entitled to request the Supplier or Contractor to supply certified copies of records of such inspection and tests free of charge and the Supplier or Contractor shall promptly and fully comply with such requests

4.2.2 That the Company shall be entitled to inspect and/or test the Goods or Equipment at any reasonable time, or times during manufacture, processing and/or storage of the Goods or equipment. If the Company exercises this right, the Supplier or Contractor shall grant to the Company or its nominated representative a right of access and shall afford to the same all such facilities as may be reasonably required for such purposes.

4.2.3 In the event that the Goods, equipment or any part thereof fail inspection and or testing the Company (without prejudice to any of its other rights) reserves the right to charge the Supplier or Contractor any cost in respect of travel and accommodation incurred by the Company for subsequent re-inspection and/or retesting (if any).

4.2.4 Any inspections or tests carried out under sub-clauses 2.2 and/or 2.3 above shall not in any way relieve the Supplier or Contractor from any of its obligations under the Agreement or Order or from those existing either at common law or by statute or any party thereof.

4.3 To deliver the Goods or Equipment as specified in the Agreement, in the quantities, on the date and to the address stated therein. No quantities in excess of those agreed or delivered in advance of the date agreed will be accepted or paid for without the written authority of the Company prior to the delivery. The Company reserves the right to reject incomplete deliveries and to refuse delivery, reject or refuse to pay for and/or (at the Supplier's or Contractor's expense and risk) return any unauthorised and/or unaccepted shortfalls or excess. Any signature by or on behalf of the Company on any delivery note of the Supplier or Contractor shall not signify acceptance of the quantity of the Goods or equipment.

4.4 To deliver without prejudice to the Company's statutory rights or rights under these terms and conditions. Goods or Equipment that shall:

4.4.1 Conform to the quality, standards, description. Specifications and/or references quoted in the Agreement or duly authorised subsequent Orders and/or any samples submitted and to the satisfaction of the Company.

4.4.2 Be of the very best materials and workmanship.

4.4.3 Be capable of any standard of performance specified in the Agreement or Order.

In the event that the Goods, Equipment or any part thereof fail to meet the Specifications, standards, quality or samples as aforesaid, the Company (without prejudice to any of its other rights) reserves the right to reject and/or return the Goods or equipment to the Supplier or Contractor at the Supplier's or Contractor's expense. Any signature by or on behalf of the Company on any delivery note will not signify acceptance of the quality of the Goods or equipment.

- 4.5 To deliver the Goods or Equipment, adequately packed for the type of Goods or Equipment and for the mode of delivery. Further to ensure that each package is correctly addressed to the Company and accompanied by a readily accessible packing note detailing the contents and quantities, and conforms with any applicable import/export regulations. The Supplier or Contractor shall be responsible for any damage incurred in transit or as a result of poor or inadequate packaging.
- 4.6 To deliver the Goods or Equipment and, if appropriate, to proceed to erect it, ready for use on or before the commencement of the Use Period, except that if the Equipment is furniture, to delivery to the specified location(s) only.
- 4.7 To prepare and provide any Services or operation of the Goods or Equipment in advance of the Use Period and to operate the same as required for the duration of the Use Period.
- 4.8 To ensure attendance by the Supplier's or Contractor's staff, sub-contractors, agents or representatives in such numbers as to ensure completion of the structures or the preparation of the Goods, Equipment or Services in advance of the Use Period
- 4.9 To maintain the Goods or Equipment in such a manner to guarantee its operation for the entire Hire Period. Also to ensure construction of the same meets any Relevant Structural, Health & Safety and Fire Precaution guidelines or regulations applied by the Local Authority.
- 4.10 To dismantle and remove the Goods or Equipment from the Premises or Venue as soon as practicable following the end of the Use Period, and in all cases without fail prior to the Finish Date specified in the Agreement or Order. Any Goods, Equipment, structures, waster or other materials belonging to the Supplier or Contractor which remain on the premises after the Finish Date will be regarded as refuse and will be disposed of accordingly. In all cases, the Supplier or Contractor will be responsible for the immediate payment of any charges levied by the Venue on the Company as a result.
- 4.11 To remove all items of waste generated in connection with the transport, installation, storage or removal of the Goods or Equipment from the site.
- 4.12 To ensure that any drawings, data, goods, tools, materials, equipments or any other property provided by through or on behalf of the Company for use by the Supplier or Contractor shall at all times be: -

I. Clearly identified and marked as being the property of the Company; and

II. Stored separately from any other property belonging to the Supplier, Contractor or a third party.

The Company reserves the right to repossess such property and the Supplier or Contractor shall grant an irrevocable right and licence to the Company, its servants or agents to enter with or without vehicles upon all or any of its premises or any land or premises occupied by the Supplier or Contractor. The right shall continue to subsist notwithstanding the termination of the Agreement for any Agreement for any reason and is without prejudice to any other rights of the company hereunder or otherwise.

- 4.13 When working on premises owned or leased by the Company, the Supplier, Contractor or any of their sub-contractors shall observe the Code of Practice from time to time issued by the Advisory, Conciliation and Arbitration Service pursuant to the Trade Union Reform and Labour Relations (Consolidation) Act 1992 and any amendment or re-enactment thereof in their dealing with their respective employees working on the site and shall further observe in the course of such dealings, the procedures and recommended practices comprised in the working rule agreement for the time being in force between the British Exhibition Contractors Association and the National Joint Council for the Exhibition Industry and any additional or substituted Codes of Practices, procedures and recommended practices which may from time to time be applicable.
- 4.14 When working on premises owned or leased by the Company:

I. Not to park or otherwise obstruct access to any part of the site or the premises.

II. To park in those areas allocated by the Company or the Venue for that purpose.

III. To use the entrances and exits designated by the Company or the Venue.

- 4.15 To reimburse the Company any costs incurred in making good any damage caused to the premises owned or leased by the Company (fair wear and tear expected) by the Supplier, Contractor and their sub-contractors whilst installing, erecting, maintaining or removing any Goods or equipment during the Hire Period.

5 PRICE AND PAYMENT

- 5.1 Prices shall remain as stated in the agreement and in any subsequent duly authorised Orders and shall not be subject to any further variations.
- 5.2 Prices quoted shall be exclusive of Value Added Tax but shall be deemed to be inclusive of any other form of purchase/sales tax and/or import duties applicable from time to time unless the contrary is expressly stated or is clear from the face of the document on which the price is quoted. Value Added Tax at the appropriate rate where chargeable shall only be paid by the Company on receipt of a valid Value Added Tax invoice.
- 5.3 Payment shall be made in accordance with the payment terms as stated on the Agreement or Order.
- 5.4 The Company reserves the right to deduct from any monies due or becoming due to the Supplier or Contractor, any monies due from the Supplier or Contractor to the Company in respect of materials supplied or services rendered by the Company or any other sums due to the Company from the Supplier or Contractor.

6 TITLE

- 6.1 Subject to the provisions of condition 6.2, the property and risk in the Goods or Equipment shall pass to the Company on acceptance by the Company of the Goods or (in the case of delivery by instalments) on the acceptance by the Company of each instalment.
- 6.2 If the Supplier or Contractor postpones delivery at the request of the Company, the property in the Goods or Equipment shall pass to the Company seven days after the date of receipt of notification from the Supplier or Contractor that the Goods or equipment are due and ready for delivery or on such other date as may be agreed but the Goods or Equipment shall nevertheless remain at the Supplier's or Contractor's risk until actual delivery has been completed.

7 CANCELLATION

Without prejudice to its other rights the Company reserves the right to cancel the Agreement or Order for any reason and at any time upon giving the Supplier or Contractor notice in writing. Save in the event of breach by the Supplier or Contractor a reasonable price will be paid by the Company for all work in progress at the date of cancellation which is subsequently accepted by the company. The Company shall not be liable for any other direct or indirect cost or loss to the Supplier or Contractor including consequential loss.

8 GUARANTEE

- 8.1 If within twelve months from the Equipment or Goods being put into service any defect in the same shall be discovered or arise under normal use attributable to faulty design, materials or workmanship in the Supplier or Contractor shall without prejudice to any other rights or Remedies of the Company promptly remedy the defect either by repair to the Company's satisfaction or replacement without charge to the Company.

- 8.2 The Supplier or Contractor shall not be entitled to reject any claim made in respect of any defect arising within the guarantee period on the basis that the Company failed to make the complaint during such period.
- 8.3 The provisions of the condition shall apply to replacement or repaired Goods or Equipment effective from the date of putting into service of such replacement or repaired Goods or Equipment, but shall not prejudice any of the Company's rights resulting from any defects of the Goods or Equipment.
- 8.4 Where the parties agree a guarantee period in excess of twelve months. Clause 8.1 shall be deemed to be amended to provide for a longer period.

9 INSURANCE

The Supplier or Contractor shall maintain adequate insurance to the full value of the Goods at all times. Equipment and/or any other goods, equipment, tools, materials, equipment or any other property provided by, through or on behalf of the Company for use by the Supplier whilst these are in the Supplier's or Contractor's possession or whilst the risk lies with the Supplier or Contractor in accordance with clause 4.1 and 6.2.

10 HEALTH & SAFETY

As a Supplier or Contractor, you have a duty under the Health & Safety at Work Act to ensure that all personnel, contracted by you are aware that they have a responsibility, so far as is reasonably practicable, for the health, safety and welfare of all employees, and that any plant or systems of work which may be used are provided with information, instruction, training and supervision to ensure not only their own health and safety but also that of other persons working or attending the vicinity. You are also required to have in your possession a copy of your own Health and Safety policy and a copy of the Health and Safety policy document of each Contractor or sub-contractor employed by you. A Risk Assessment must be available from the Supplier or Contractor upon request by the Company.

11 INDEMNITY

11.1 The Supplier or Contractor shall indemnify the Company against the following:

- (i) Loss, damage or injury (including death) whatsoever and whensoever arising, caused to the Company or for which the Company may be liable to any person, due to negligence, or act or omission of the Supplier, Contractor or its servants or its agents arising from the alleged fault or defect (however arising) in the materials, workmanship, or quality of the Goods or Equipment manufactured by or for, or supplied to the Supplier or Contractor and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (ii) All claims in respect of death or injury, howsoever caused to or by any of the employees, servants, agents or sub-contractors of the Supplier or Contractor while on the Company's premises or any premises leased by the Company in performance of the Agreement.

11.2 The Supplier or Contractor shall maintain adequate insurance against the liabilities in Condition 11.1.

12 REJECTION AND RESCISSION

12.1 If the Goods or Equipment do not comply with the Agreement or Order or any of the terms and conditions of the Agreement or Order are breached or not complied with by the Supplier or Contractor or it is in the Company's opinion clear that the Supplier or Contractor will be unable to perform its part of the Agreement or Order, the Company shall at its discretion be entitled (but not obliged) to treat the order as repudiated or reject the Goods or equipment and/or resend the Agreement or Order (notwithstanding the property in the Goods or Equipment may have passed) by giving written notice to the Supplier or Contractor and the following conditions where appropriate apply: -

- (i) The Company shall return to the Supplier or Contractor at the Supplier's or Contractor's risk and expense any rejected Goods or equipment already delivered which by reason on non-delivery of the balance are not reasonably capable of use by the Company or at its option may require the Supplier or Contractor to collect the same: and
- (ii) The Company may at its discretion require the Supplier or Contractor either to restore or rectify the Goods or equipment to the satisfaction of the Company and at the Supplier's or Contractor's expense to replace any Goods or Equipment so rejected upon the same conditions herein stated: and
- (iii) The Supplier or Contractor will repay to the Company any monies paid by the Company in respect of rejected or undelivered Goods or Equipment: and
- (iv) The Supplier or Contractor shall be fully accountable to the Company for any loss the Company may have suffered arising from or out of such repudiation, rejection and/or rescission: and
- (v) Any such repudiation, rejection and/or rescission shall be without prejudice to the accrued rights of either party.

13 CONFIDENTIALITY

13.1 This Agreement and/or Order and the subject matter thereof shall be treated as confidential between the parties and shall not be disclosed or publicised by the Supplier or Contractor to any third parties without the Company's prior written consent.

13.2 The Supplier or Contractor shall not advertise, announce, or otherwise publicise in any form or cooperate or allow to be advertised, announced or otherwise publicised that Goods or Equipment are to be or have been supplied by it to the Company or otherwise use the Company's name or any other form or identity without the Company's prior written consent.

13.3 The Supplier or Contractor shall not copy or otherwise make available to any third party any specification, drawings, patterns, tools, tooling of any kind, written instructions or other instructions or technical papers supplied by the Company or produced by the Supplier or Contractor or made at the Company's costs for the purpose of this order and the same shall remain the property of the Company and must be returned to the Company on demand and free of charge.

14 STATUTORY AND OTHER REQUIREMENTS

14.1 Without prejudice to any other rights and remedies of the Company, the Supplier or Contractor warrants that:

- (i) The design, manufacture, construction, supply, use and quality of any Goods or equipment to be manufactured or supplied by it comply in all respects with any statute, statutory rule, order, directive or statutory licence, consent or permits which may be in force at the time.
- (ii) The Goods or Equipment and all supporting literature and documentation comply (with all Trade Descriptions Act 1968 or any statutory modification or re-enactment thereof) applicable.

14.2 Where applicable and unless otherwise agreed in writing by the Company, the Supplier or Contractor warrants that the Goods or Equipment have any necessary export or import licences and comply with all relevant government regulations.

14.3 The Supplier or Contractor shall indemnify the Company against all claims, proceedings, damages, losses, expenses or liabilities the Company may suffer or incur by reason of any breach or alleged breach of the warranties contained in this condition.

15 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

15.1 Without prejudice to the Company's other rights and remedies the Supplier or Contractor shall fully indemnify and hold harmless the Company against any and all action, claims, demands, proceedings, damages, costs, charges and expenses (including without

limitation legal fees and costs and consequential loss and damage resulting in directly or indirectly at any time from the purchase, exploitation, marketing, supply or other use of the Goods or equipment in respect of any alleged or actual infringement of any patent registered design, copyright or other intellectual property right ("Rights").

15.2 If at any time allegation of infringement of any Rights is made in respect of any Goods or equipment or in the Company's reasonable opinion is likely to be made, then the Supplier if it is able to do so and if the Company shall first have consented (which may be given or withheld at the Company's entire discretion) may either:

(i) Procure for the Company the right to continue to use the Goods or Equipment without infringing any rights in any way or all ways and in or for any purposes for which it deals with or was dealing or intended to deal with the Goods or Equipment prior to the allegation or its likelihood arising: or

(ii) Replace the Goods or Equipment with Goods or Equipment which do not infringe any Rights, so long as such replacement Goods or Equipment and shall comply in all material respects with the Goods Specifications:

And provided that any such procurement or replacement as aforesaid shall not affect any other right or remedy of the Company arising under the Agreement or Order in respect of the loss or damage it has suffered.

16 DOCUMENTATION AND INFORMATION

16.1 The Supplier or Contractor will supply to the Company (where appropriate) not later than the date of delivery or installation of the Goods or Equipment:

16.1.1 Any operator's manuals, instruction manuals, training, list of recommended spares and other supporting literature in relation to the Goods or Equipment

16.1.2 Sufficient information about the use for which the Goods or equipment have been designed and have been tested: including risk assessments and method statements when required.

16.1.3 Detailed information about any conditions or procedures required to ensure that, when put to use the Goods or Equipment will be safe and without risk to health.

16.2 If the Goods or equipment are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to the Supplier or Contractor which could adversely affect the life span of the Goods or Equipment, the Supplier or Contractor shall forthwith advise the Company in writing of all such necessary and appropriate information relating thereto which information shall upon receipt by the Company but not before form part of the description of the Goods or Equipment.

17 FORCE MAJEURE

17.1 The Company shall not be liable to the Supplier or Contractor for failure to accept delivery of the Goods or Equipment resulting from the cause beyond the Company's reasonable control including but not limited to any breakdown of plant or apparatus, fire, explosion, accident, animal virus or disease, strike or lock out.

17.2 If the Supplier or Contractor fails to perform any part of the Agreement or Order by reason of any event or cause specified in the preceding sub-clause the Company may at its discretion suspend or cancel the delivery of the Goods or Equipment and/or performance of the Agreement or Order without any liability to the Supplier or Contractor for payment.

18 ASSIGNMENTS

The Supplier or Contractor shall not without the prior written consent of the Company assign transfer or sub-contract the Agreement or Order or any part thereof.

19 BANKRUPTCY OR LIQUIDATION

Without prejudice to its other Rights the Company will have the right forthwith to cancel the Agreement or Order by notice in writing to the Supplier or Contractor in the event that an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Supplier or Contractor or if a receiver or trustee in bankruptcy is appointed of the Supplier's or Contractor's estate or (the Supplier or Contractor being a company) a voluntary arrangement is proposed or approved or an administration order is made or a receiver or administrative receiver is appointed for any of the Supplier's or Contractor's assets or undertaking or a winding up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or if the Supplier or Contractor takes or so offers any similar or analogous action on account of debt.

20 WAIVER

Failure by the Company to exercise or enforce any right conferred by this Agreement or Order shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any other right on any later occasion.

21 LAW AND JURISDICTION

This Agreement or Order shall be governed and constructed and interpreted in accordance with English laws. The parties hereby agree to submit to the sole jurisdiction of the English courts in respect of any dispute arising out of or in connection herewith.