

1 Applications

Completed Applications to Exhibit must be accompanied by the Deposit.

2 Payment Terms

The Exhibitor shall pay to the Organiser:

- a) The Deposit of 25% of the cost of space applied for ("Cost") plus parking and WiFi charges, plus VAT.
- b) 35% of the Cost plus VAT by 6 January 2012, and
- c) 40% of the Cost plus VAT by 2 March 2012.
- d) The Deposit will be returned in full if space is not available.
- e) If the Exhibitor fails to make any of the payments the space will be forfeited at the Organiser's discretion.
- f) Subject to Clauses 2d and 7, all payments are non-refundable and non-transferable.
- g) VAT - If the UK VAT rate changes during the year, subsequent invoices will reflect the new rate and the Exhibitor will be required to pay this amount.

3 Bankruptcy, Receivership or Liquidation

- i) This Agreement shall be terminated with immediate effect if the Exhibitor:
 - a) being an individual, or (if a partnership), any of its partners, becomes insolvent or commits any act of bankruptcy or suffers the filing of a petition in bankruptcy or shall make any arrangement or composition with creditors or takes or suffers any similar action in consequence of a debt, or
 - b) being an individual suffers from a mental disorder or is either committed to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder with detention or for the appointment of a receiver, curator bonis or other person to exercise his powers in respect of his property or affairs;
 - c) being a corporation enters into liquidation either voluntary or compulsory save for the purpose of reconstruction or amalgamation or enters into administrative receivership or an administration order is made against it or it enters into a voluntary arrangement or shall make any arrangement or composition with creditors or takes or suffers any similar action in consequence of a debt.
 - ii) The Organiser may terminate this Agreement by notice in writing to the Exhibitor if the Organiser in its absolute discretion considers that such action is in the interests of the marine industry

and/or the members of the public. In this event the Organiser shall not be liable to pay damages to the Exhibitor for any loss or damage which may arise as a result of such termination whether direct consequential or otherwise.

4 Space Allocation

- i) The position to be occupied by each Exhibitor ("Stand") will be determined by the Organiser.
- ii) The Organiser may make any alteration to the allocation of Stands and/or Stand number which it deems expedient and necessary at its absolute discretion.

5 Organiser's Rights of Lien and Sale

- a) The Organiser may exercise a general and/or particular lien on all or any exhibit other than property and documents belonging to or in the care, custody or control of the Exhibitor until such time as all sums due under this Agreement or any variation or modification of them shall be paid.
- (b) If the Exhibitor shall fail to pay any sum due to the Organiser within 30 days of the Closing Date the Organiser may sell the exhibits and/or other property provided the Organiser has given written notice of its intention to the Exhibitor. In this case the Organiser shall repay to the Exhibitor the balance of the sums received from the sale of the exhibits and/or other property having first deducted interest on all sums owing to the Organiser and all reasonable legal or other expenses including but not limited to costs of storage or sale which shall result from the Exhibitor's breach of this Agreement.
- c) In addition to any other rights set out in this Agreement the Organiser shall also have the right to exercise the power of sale under the Tort (Interference with Goods Act 1977) in relation to uncollected exhibits and other property.
- d) For the purpose of Clauses 6(b) and 6(c) only, the Organiser is irrevocably appointed the agent of the Exhibitor for the sale of the exhibit and/or other property. The Exhibitor shall co-operate with the Organiser insofar as may be necessary to effect the sale including signing any document or confirming any authority or instructions.

6 Cancellations

- a) Exhibitors wishing to cancel a stand reservation must do so **in writing** to the Organiser. Receipt will be confirmed in writing back to the exhibitor.
- b) The Organiser incurs considerable costs prior to the exhibition including marketing, promotion and administration expenses. The following charges will apply:

i) 25% of total stand cost if cancelled by 25 November 2011;

ii) 60% of total stand cost if cancelled by 27 January 2012.

The full cost of the booking is payable if space is cancelled after 27 January 2012.

Parking and WiFi charges are not refundable at any stage.

7 Postponement or Abandonment

- a) In the event of all or part of the Exhibition being postponed or abandoned or being held wholly or partly in premises other than in the Port of Southampton or in the event of failure or curtailment of any of the supplies, services or facilities afforded to the Exhibitor due to strikes, lock outs or other circumstances beyond the control of the Organiser, the Organiser shall be under no liability in any way whatsoever in respect of any expenditure, liability, damage or loss sustained or incurred by the Exhibitor and shall be entitled to retain all sums paid to the Organiser or such percentage of these sums as the Organiser may in its absolute discretion consider necessary to cover the expenses incurred in connection with the Exhibition. The Organiser shall not be liable for any loss, damage or expense which the Exhibitor may sustain or incur by reason of any authority intervening and preventing or restricting the use of the Exhibition premises or a part of it in any particular manner.
- b) In the event of any incident which precipitates the closure either in whole or part of any section or sections of the Exhibition, the Organiser will not be held responsible for any curtailment of promotional facilities resulting in a possible reduction of sales or opportunity.

8 Trading Name

The Trading Name originally declared on the Application to Exhibit shall at all times remain the name by which the Exhibitor will exhibit its products and appear in the catalogue, name signs, exhibitors lists, etc. The Exhibitor may change its Trading Name with the Organiser's prior written consent. Such consent to be at the Organiser's absolute discretion.

9 Sub-Letting or Shared Stands

The Exhibitor may only sub-let or share its Stand with the prior written consent of the Organiser, but will have to pay a fee if the co-exhibitor wishes to have a full catalogue entry. Company name only is free of charge.

10 Duplication and Substitution of Exhibits

The Exhibitor will not be permitted to

display any exhibits differing in nature or size from those specified by it on its Application to Exhibit without the Organiser's prior written permission.

11 Build-Up and Breakdown

- a) The Exhibitor will be advised of the day and time at which it must arrive to complete the Stand. These arrangements must be adhered to.
- b) Where mechanical handling or boat hoist is required, failure to arrive at the specified time may involve delay and a double charge.
- c) If the Exhibitor requires mechanical handling or boat hoist during the set-up or breakdown period, it must arrange this with the official contractor prior to the start of the exhibition. If the Exhibitor is not using the official contractors, this must be agreed with the Organisers and confirmed to them in writing prior to the event.
- d) The Stand must be cleared from the Exhibition site by 2000 hrs on the day the Exhibition closes. Anything left on the stand will be disposed off.
- e) Breakdown of your stand must not start before 5pm on the last day of the exhibition. This is a Health and Safety issue and exhibitors not adhering to this may be refused entry the following year.
- f) Exhibitors are responsible for disposing of their own recycling waste in the skips provided during break down.

12 Exhibitors with Vessels Afloat

- a) This Agreement incorporates the Southampton Harbour Bye-Laws 1988, a copy of which is available from the Organiser.
- b) No mooring off will be permitted by any vessels, whether officially exhibitors or not. Offenders may be towed away and impounded.
- c) The Organiser will not be responsible for any loss or damage to vessels or their contents whatsoever the cause and the Exhibitor must make its own insurance arrangements as required and as necessary.
- d) All vessels exhibited must be seaworthy and fully equipped with anchor, ropes, fenders, etc. Engines must be connected and in full working order.
- e) All vessels must be equipped with working fire equipment/extinguisher.
- f) Demonstration vessels must be manned by fully competent seamen, who must at all times be available in case of emergency.
- g) Exhibitors are expressly forbidden to use or permit the use of inboard toilets at or in the vicinity of the exhibition.
- h) Walkways must be kept clear of all encumbrances and obstructions ie flagpoles, signs, gangplanks, ropes etc. Steps will be allowed at the discretion of the Organiser. Any signs required by the Exhibitor must be displayed solely on the vessel. Davits, bowsprits etc must not overhang the walkways.
- i) Advertising blimps will not be permitted on the walkways or its surrounding area.

- j) No refuelling will be permitted alongside.
- k) All vessels must vacate the area by 1200 hrs the day after the event.
- l) If the Exhibitor wishes to substitute a vessel of a smaller size than they have booked, they may do so. However, in this instance the Exhibitor remains liable for the full cost of the original booking and the Organiser retains the right to move the vessel to a smaller berth if necessary
- m) If the Exhibitor is unable to provide a vessel for an allocated berth, it must notify the Organiser **at least 14 days** before the start of the exhibition. In this instance, the Exhibitor remains liable for the full cost of the berth and the Organiser may re-sell the space to another company or move a vessel to the vacant berth at any time during set up or throughout the exhibition. No refund will be given, even if the berth is resold, the Exhibitor remaining liable for the full amount of the booking. If the exhibitor wishes to bring a larger vessel, they must contact the organiser prior to the exhibition and pay any extra costs. Vessel sizes will be checked on arrival and any balance paid up front before the exhibition begins. If vessels are too large, we cannot guarantee their space.

13 Insurance

- a) The Exhibitor shall effect adequate insurance cover in respect of:
 - i) loss or damage to its exhibits and any other property of the Exhibitor, its servants, agents, visitors or sub-contractors which may be in or about the Exhibition; and
 - ii) its legal liabilities to employees and other third parties arising out of or in connection with its participation in the Exhibition.
- b) Such insurance shall be effected with an insurer or underwriter of good repute. The public liability cover shall be in a sum not less than £1m in respect of each and every claim and the employer's liability cover shall be in a sum not less than £2m in respect of claims relating to any one or more of his employees arising out of any occurrence (being the minimum amount laid down by statute). The Exhibitor shall whenever required produce to the Organiser the policy or policies of such insurance and receipts for the premiums due in respect thereof.

14 Liability of the Exhibitor and the Organiser

- a) The Organiser shall not be liable whether in contract, tort, or otherwise for any loss or damage whatsoever caused to the property of the Exhibitor, his sub-contractors or their visitors, servants, or agents, except to the extent that such loss or damage is caused by the negligence of the Organiser or its servants or agents.

- b) The Organiser shall not be liable whether in contract, tort or otherwise for death or personal injury caused to the Exhibitor, its sub-contractors or its visitors, servants or agents, except to the extent that such death or personal injury is caused by negligence of the Organiser or its servants or agents.
- c) The Exhibitor shall hold the Organiser, its licensors and agents, servants or representatives at all times harmless and indemnified against all loss, expense, claims, demands or proceedings whatsoever in respect of any death or personal injury to itself, its agents, servants, visitors or sub-contractors whether arising in contract, tort, or otherwise except to the extent that such death or personal injury is caused by the negligence of the Organiser or its servants or agents.
- d) The Exhibitor shall hold the Organiser its licensors, and agents, servants or representatives at all times harmless and indemnified against all loss, expense, claims, demands or proceedings whatsoever in respect of injury, loss or damage to the property of the Exhibitor, its servants, agents, visitors or sub-contractors or any property used in conjunction therewith whether arising in contract, tort or otherwise except to the extent that such injury, loss or damage is caused by the negligence of the Organiser or its servants or agents.
- e) The Exhibitor shall indemnify the Organiser against any loss, expense, damage, claims or proceedings whatsoever caused to, incurred by, or instituted against the Organiser or either of them or any other person whatsoever arising out of the exhibits or goods of any goods exhibitor or any property used in connection therewith or any act or omission of the Exhibitor, its servants, agents, visitors or sub-contractors.
- f) If the Exhibitor or its servants, agents or sub-contractors should fail to vacate the premises by the relevant dates mentioned in Clause 11(d) due to any cause whatsoever, the Organiser will hold the Exhibitor fully responsible for all losses and expenses incurred by the Organiser as a result of such failure.
- g) The Exhibitor will also be held responsible by the Organiser for damage caused by the Exhibitor to any structures, fixtures or fittings permanent or temporary on the Exhibition site. The Exhibitor may not interfere with the structures of the Exhibition site including but not exclusively, walls, frames, perimeter fences, barriers and other structures erected by the Organiser.

15 Security

- a) In the interests of safety the Organiser may close the Exhibition to visitors at any time during opening hours. Access to the Exhibition will be controlled as the Organiser deems necessary.

- b) Security contractors appointed by the Organiser will take charge at all gates where access is permitted. The Exhibitor must carry its pass at all times and under no circumstances are these passes transferable.
- c) The Exhibitor must not sleep nor allow anyone to sleep on its vessels overnight without permission from ABP.
- d) 24 hour security is provided during the show dates only plus the previous set up day (Monday).

16 Use of Marine Radios and Radar

- a) If the Exhibitor uses or displays marine radios or radar in an operational condition – whether installed in vessels or shown onland – such equipment must comply with the rules and regulations of the federal communications commission (www.wireless.fcc.gov).
- b) The Exhibitor may not erect or use a radar tower of less than 10 metres height.

17 Expulsion of Persons

The Organiser may expel any person or persons whose presence in the Exhibition is, in their opinion, prejudicial to the best interests of the Exhibition.

18 Stand Construction

If the Exhibitor erects its own stands or display screens, it must at all times ensure a decorated finish of the appropriate style is presented to neighbouring areas. Unless the Organiser gives its written agreement to the contrary, all exhibits must be on view and in the charge of a responsible and competent representative of the Exhibitor during the whole of the period the Exhibition is open and must remain manned from 15 minutes before the opening until the close of the Exhibition to visitors daily. If the Exhibitor does not open or uncover its Stand or exhibits during this time, the Organiser may do so at the Exhibitor's risk and the Exhibitor shall be liable for any charges that may be incurred thereby.

19 Cleaning

- a) The Exhibitor is responsible for the good order and cleanliness of its own Stand. Plastic bags will be provided for the removal of rubbish. Stand cleaning must not be undertaken during the hours of public admission.
- b) The Exhibitor is responsible for clearing its Stand at the end of the Exhibition. All litter and Stand materials, including structures, must be removed either by transport from the site or to the bins provided. Any labour costs involved in the removal by the Organiser's contractors of excessive rubbish will be charged to the Exhibitor.

20 Public Address and Visual Presentations

- a) The Exhibitor may not use public address systems.
- b) If the Exhibitor uses videos, tapes, etc on its Stand, it must make sure such use will not cause inconvenience or annoyance to visitors or other exhibitors.
- c) If the Exhibitor wishes to use copyright music at the Exhibition, it must hold the appropriate licence. (These can be obtained from The Performing Rights Society Limited, at www.prsformusic.com).
- d) (i) The Exhibitor may not play any audio/visual material in public without having first obtained all necessary consents from all relevant rights holders and (ii) the Exhibitor must indemnify and hold the Organiser harmless against the consequences of any breaches of this Clause 20(d).

21 Fire Precautions

- a) The Exhibitor shall provide one or more fire extinguishers of approved pattern and a suitable container for receiving ashes.
- b) Flameproof and fireproof materials must be used in the Stand construction.
- c) The Exhibitor may not do or permit anything that would invalidate or affect the fire or other insurance policies or licences covering the Exhibition and the Exhibition site.
- d) The venue has a non-smoking policy throughout. It is illegal to smoke in the Exhibition Hall. The Organisers will expel anyone who breaks the law.

22 Power Driven Exhibits or Dangerous Substances

The Exhibitor may not run motors or engines or use dangerous substances within the Exhibition hall, and their demonstration in the outdoor areas may only be undertaken with due consideration to adjacent exhibitors.

23 Catalogue

The preparation and publication of the official Exhibition catalogue will be the responsibility of the Organiser and no other printed matter may purport to duplicate this purpose. The Exhibitor shall submit a brief description of its exhibits together with other information for insertion in the catalogue. The Organiser may amend copy provided or write any text not so supplied by the copy date. Whilst every endeavour will be made to publish accurate information, the Organiser cannot be held responsible for any error howsoever caused.

24 Car Parking

The Organiser is not responsible for damage to or theft from vehicles left in the official exhibitor's car park.

Exhibitors cars not displaying a valid car parking permit may be clamped by ABP.

25 Mechanical Handling

- a) All mechanical handling i.e. cranes, lifts etc, must be organised through the Organiser's official freight handlers or other qualified party sourced by the Exhibitor and notified to the Organisers.
- b) Weights established and acknowledged by the signature of a representative of the Exhibitor who must be present at the time of the operation will be deemed accurate and accountable.
- c) Charges will be calculated on one lift. If a series of lifts is involved in arranging any exhibit, each lift will be charged separately.
- d) The Exhibitor will be allocated an arrival time for mechanical handling. Failure to comply may involve a double charge.

26 Electrical Installation

- a) All electrical installations will be carried out by the official electrical contractors for the Exhibition.
- b) No form of electrical heating will be permitted on the Stand.
- c) All electrical orders received after the cut off date may be subject to a 20% surcharge.
- d) The use of portable generators for supplying electricity is prohibited.

27 Poster and Banner Sites/ Advertising Blimps

All poster and banner sites will be controlled by the Organiser. No other posters, banners or advertising blimps may be erected or displayed without written authorisation from the Organiser. Any posters, banners or blimps not displayed with the written authorisation of the Organiser will be removed.

28 Distribution of Leaflets and Advertising Materials

- a) The Exhibitor may display advertising material only on its own Stand.
- b) The Exhibitor may distribute circulars or other material only within its own Stand.
- c) The Organiser may, at its absolute discretion, prohibit as unsuitable, offensive or annoying to visitors or other exhibitors:
 - (i) any display, feature or advertising material, or
 - (ii) any sales, method or demonstration.
- d) The Exhibitor must not sell raffle or other tickets and literature without the prior written consent of the Organiser.
- e) The Exhibitor may not provide promotional entertainment without the prior written consent of the Organiser.
- f) The Exhibitor must not organise functions continuing after the Exhibition closes without the prior written permission of the Organiser.

29 Refreshments

The Exhibitor shall not sell any food, drinks or tobacco.

30 Exhibitors' Lists

The Organiser is not responsible for the omission of any Exhibitor details or stand numbers from any catalogue, publication or programme.

31 Non-compliance with Agreement

The failure of any Exhibitor to comply with this Agreement may (at the Organiser's discretion) result in the forfeiture of its Stand at the Exhibition.

32 Registered Design Act

Seawork International is certified by the Department of Trade for the purpose of Section 6 (2) of the Registered Design Act. Exhibitors seeking the protection afforded by section 6 (2) of the Act are advised that formal application of their designs must be made no later than 6 months after the opening of the Exhibition.

33 Exhibitor online Manual

All exhibitors will need to access their on-line manual to order any services for the exhibition and will be asked to make a payment using a credit card. If the Exhibitor fails to order correctly using their on-line manual, the Organiser is not responsible for this error. The Exhibitor will receive the link to their Manual no later than 1st February 2012, it is therefore the Exhibitor's responsibility to chase this up after this date.