

# Pods at Medica 2017

**13<sup>th</sup> - 16<sup>th</sup> November 2017, Düsseldorf, Germany**

**Closing date: Friday 2<sup>nd</sup> June 2017**

Medica is the leading global exhibition for the medical sector. Every year around 130,000 specialist visitors from over 120 countries meet and find out about innovations and trends in the medical sector. Over 4,900 exhibitors market their products, maintain contact with their customers and achieve new business perspectives. Last year the ABHI took more than 110 companies within the UK pavilion to meet with distributors and buyers from around the world and to discuss business with existing contacts. Medica attracts users of medical products and services including surgical equipment, implantable devices, physiotherapy products, communications systems and diagnostic equipment.

The range of products and services on display at MEDICA includes: • medical technology • electro medical equipment • orthopaedic technology & orthopaedic aids • emergency medicine / first aid equipment • hospital information systems • laboratory equipment • in-vitro diagnostics • drugs • commodities and consumables • communications • cleaning / waste disposal / disinfection • hospital kitchens / catering • hospital laundry / clothing • hospital furniture • premises and building technology • services and publishers products.

The UK Pavilion for 2016 boasts a high quality custom stand design and package. Due to the popularity of the show we would like to remind you that stands are available on a first come, first serve basis and so would advise you to book as soon as possible to avoid disappointment.

Benefits of participation in the UK pavilion at Medica 2017 include:

- High quality enhanced custom UK pod design and package
- ABHI UK Pavilion support stand offering refreshments, meeting areas, working office and internet café as well as a range of promotional opportunities for Exhibitors
- High quality branded UK group and comprehensive directory (both printed and online) of UK companies
- Organisation of supporting events and initiatives to promote the UK presence including receptions and partnering events
- Visits from Commercial Officers and Buyers from markets around the world
- Expert advice and support from dedicated ABHI staff at the exhibition
- Assistance in all pre show arrangements from experienced ABHI staff
- Dedicated, reliable contractors to assist you with logistical arrangements

The deadline for applications is Friday 2<sup>nd</sup> June 2017. After this date ABHI will be unable to guarantee space in the UK pavilion.

To book your place in the UK Pavilion please read the terms and conditions, complete the booking form and return it signed to:

**ABHI, 107 Gray's Inn Road, London, WC1X 8TZ**

For further information about Medica or any of the other exhibitions at which the ABHI organises the UK Pavilion please visit our website [www.abhi.org.uk](http://www.abhi.org.uk) or contact us by email [exhibitions@abhi.org.uk](mailto:exhibitions@abhi.org.uk) or by phone 0207 960 4360 and one of our international business team will be happy to assist.

**ABHI EXHIBITION POD APPLICATION FORM**  
**Medica, Düsseldorf, Germany, 13<sup>th</sup> – 16<sup>th</sup> November 2017**  
**CLOSING DATE: Friday 2<sup>nd</sup> June 2017**

RETURN THIS COMPLETED FORM TO: **ABHI Exhibitions, 107 Gray's Inn Road, London, WC1X 8TZ**

**WHAT YOU WILL RECEIVE:**

Each Pod includes a lockable cabinet, power, a poster display area, and a stool. A high-quality pod package, Strong group identification, Stand cleaning, Assistance with travel and shipping arrangements, Potential financial support from Department for International Trade (DIT), An on-site joint UK information stand including the use of a PC and internet, Meeting facilities and light refreshments, Events adding value to your attendance.

**Please note:** Due to the nature of the Pod initiative in the UK Pavilion exhibitors are asked to note that space is extremely limited and that the area is communal. All Pod Exhibitors are asked to ensure that promotional material and products are confined to the displays on your dedicated pod only. Further information on the design of the pods will be provided by ABHI upon application.

**WHAT YOU WILL PAY:**

|                                                       |                                                           |         |
|-------------------------------------------------------|-----------------------------------------------------------|---------|
| A. Pod Cost                                           | £3,600 + 20% VAT                                          | £ _____ |
| B. Messe Düsseldorf Multimedia fee (Mandatory Charge) | £322+ 20% VAT                                             | £ _____ |
| C. Literature Slot (Optional)                         | ABHI Members £165 + 20% VAT<br>Non-Members £195 + 20% VAT | £ _____ |
| D. Colour logo in UK directory (optional)             | £75 + 20% VAT                                             | £ _____ |
| E. Total                                              | (A+B) + (C+D)                                             | £ _____ |
| F. Deposit                                            | E x 50%                                                   | £ _____ |

Pod costs were calculated on 3<sup>rd</sup> March 2017 if exchange rates change significantly, adjustments may be necessary with additional charges being passed on to exhibitors. Payment of costs by cheque should be made payable to "ABHI Ltd." By BACS to Natwest, SC: 56-00-27 AC: 24348228

Deposit to accompany application or no later than 1 week after the submission of the form. An invoice will be sent thereafter. Outstanding balance to be paid no later than Friday 14<sup>th</sup> July 2017.

(PLEASE PRINT)

**COMPANY NAME** .....

**ADDRESS** .....

**POST CODE** ..... **E-MAIL** .....

**TELEPHONE** ..... **FAX** .....

**CONTACT** ..... **JOB TITLE** .....

This form when (i) completed and signed by an authorised signatory of the company exhibiting ("Exhibitor") reserving space at the Exhibition and (ii) accepted and signed by the Chief Executive of the Association of British Healthcare Industries ("ABHI") will be a binding contract between that Exhibitor and ABHI. This application form and the ABHI terms and conditions which are incorporated into this application form together constitute the agreement between the Association of British Healthcare Industries and [.....] By entering into this agreement, exhibitor agrees to be bound by the same conditions as apply between ABHI and the organisers of the Exhibition subject to any changes necessary to make those terms and conditions applicable to Exhibitor. Section 6 of this contract sets out those terms and conditions modified to make them applicable to Member. Exhibitor hereby warrants and undertakes that it will reimburse and hold ABHI harmless from any costs, charges, fees and imposts of whatever kind incurred by ABHI as a result of the Exhibitor's breach of this contract and the terms and conditions set out below.

**EXHIBITOR AUTHORISED SIGNATORY** ..... **PRINT NAME**..... **DATE** .....

**ABHI AUTHORISED SIGNATORY** ..... **PRINT NAME**..... **DATE** .....

ABHI is a company limited by guarantee. Registered in England no. 1469941 VAT Registered No. 235308284

## ABHI TERMS AND CONDITIONS – MEDICA 2017

13<sup>th</sup> - 16<sup>th</sup> November 2017, Düsseldorf, Germany

**Closing date: Friday 2<sup>nd</sup> June 2017**

**Please read carefully**

The booking form when (i) completed and signed by an authorised signatory of the ABHI UK Pavilion reserving space at the Exhibition and (ii) accepted and signed by the Chief Executive of the Association of British Healthcare Industries ("ABHI") will be a binding contract between that Member and ABHI.

### 1. Definitions - In these Conditions, the following terms have the following meanings:

- 1.1 "Advertisement" means the advertisement set out in the Application Form
- 1.2 "Agreement" means the agreement arising between ABHI and the Exhibitor when ABHI accepts an Application
- 1.3 "Application Form" means the Application Form to which these Conditions are attached setting out the details of the package or such other document setting out the details of the Package as ABHI shall choose in its absolute discretion to accept. Application means an application made by the Exhibitor by means of the Application Form.
- 1.4 "Catalogue Entry" means the entry in the Exhibition catalogue and/or website entry set out in the Application form:
- 1.5 "Exhibitor" means the person, firm, company or entity set out in the application form
- 1.6 "Conditions" means these terms and conditions
- 1.7 "Exhibition" means the exhibition run by ABHI as set out in the application form;
- 1.8 "Fees" means the fees payable by the exhibitor for the package as set out in the application form:
- 1.9 "Intellectual Property Rights" means trademarks, service marks, logos, get-up, trade names, rights in design, patents, copyrights and moral rights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered anywhere in the world;
- 1.10 "Owners" means the owners and/or management of the venue
- 1.11 "Package" means the exhibition and/or sponsorship package in relation to the exhibition as set out in the Application form
- 1.12 "Space" means the exhibition space allocated to exhibitor by ABHI as set out in the ABHI's acceptance of the Exhibitor's Application
- 1.13 "Venue" means the exhibition venue set out in the application form

### 2. Application for Package

- 2.1 Applications for the package must be made on the Application Form provided to the exhibitor by ABHI. ABHI may at its sole discretion choose to accept applications by other means but, in any event these conditions shall apply. The application for the package is irrevocable by the exhibitor.
- 2.2 ABHI reserves the right to reject any Application Form from any potential Exhibitor. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by ABHI to the exhibitor.

### 3. Price and Payment

The exhibitor shall pay fees in accordance with payment terms stated in the application form. All fees are non-refundable. Without prejudice to any other right or remedy that it may have, if the exhibitor fails to any fees on the due date for payment, ABHI shall be entitled to (i) charge interest at the rate of 2% above the base lending rate of Natwest accruing on a daily basis until the date of actual payment and (ii) refuse entry for the exhibitor and its representatives to the exhibition and/or refuse to provide any element of the package and terminate this agreement upon which the provisions of condition 13.2 shall apply.

### 4. Exhibitor's General Obligations

- 4.1 The Exhibitor shall comply with all laws or regulations or guidelines of any competent authority and terms and conditions or reasonable instructions or directions issues by ABHI or the owners (including, without limitations, in relation to health and safety or security requirements).
- 4.2 The Exhibitor undertakes to comply with the provisions of the Manual at all times. In the event of any inconsistencies between the Manual and these Conditions, these conditions shall prevail.
- 4.3 The Exhibitor warrants that it has the right, title and authority (including, without limitation that it has the necessary licenses) to enter into the agreement and performs its obligations under it and that the person signing the agreement on behalf of the exhibitor has the requisite authority to do so.
- 4.4 The Exhibitor, its employees, agents, subcontractor and all other person whom ABHI may reasonably consider the exhibitor responsible for, must at all times, conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other sponsors, exhibitors, the Owner, ABHI or any visitors/delegates to the exhibition.
- 4.5 The Exhibitor shall take out and maintain all times the compulsory insurance and additional public liability and employees liability insurance against personal injury, death and damage to or loss of property for not less than \$1,000,000 USD. ABHI shall be entitled to inspect the exhibitor's insurance policy on request.
- 4.6 The Exhibitor is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the Exhibition is held. If the Exhibitor cannot attend the Exhibition due to a failure to obtain documentation, the fees shall remain payable in full

4.7 The Exhibitor shall not (and shall procure that its director, officers, employers, agents or subcontractor shall not) do or permit anything to be done that which might adversely affect the reputation or brand of ABHI, the owners or the Exhibition or make any statement that is defamatory, disparaging or derogatory to ABHI, the owners or the exhibition

4.8 The Exhibitor shall not (and shall procure that its directors, officers, employees, agents or subcontractors shall not) cause or permit any damage to the venue or any part thereof or to any fixtures and fittings which are not the property of the Exhibitor.

4.9 All unauthorized photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Exhibitor consents to filming and sound recording and photography of the exhibition which may include the Exhibitor's representatives and employees and the Exhibitors consent to use by the organisers of any such recording or photography anywhere in the world for promotional, marketing and other purposes.

## **5. Specific Terms relating to Exhibition Space and Stand**

5.1. ABHI reserves the right at any time to make such alterations in the floor plan of the Exhibition or in the specification for the Exhibitor's stand as in their absolute opinion ABHI considers to be in the best interest of the Exhibition including (without limitation) altering the size, shape or position of the Space. If the Space is reduced, the Exhibitor will receive a pro rata refund of the Fees payable in respect of the Space.

5.2. ABHI permits the Exhibitor, subject to the terms of the Agreement, to use the Space for the purpose of displaying goods and exhibits at the Exhibition. Such use shall not constitute a tenancy or lease of the Space and the Exhibitor acknowledges that it shall have no other rights to or interest in the Space. The Exhibitor is only permitted to conduct business from its allotted Space or otherwise as permitted under the terms of the Package and shall not canvass, promote, advertise or solicit for business in any other area of the Exhibition Venue without the prior consent of ABHI.

5.3. The Exhibitor shall at all times ensure that its stand is staffed by competent personnel and is clean, tidy and well presented during Exhibition opening times failing which ABHI reserves the right without liability to arrange for this to be done at the Exhibitor's expense.

5.4. The Exhibitor undertakes to occupy the Space in time for the opening of the Exhibition and not to close its stand prior to the end of the Exhibition. In the event that the Exhibitor fails to do so, ABHI shall be entitled to terminate the Agreement and the provisions of Condition 12.2 shall apply.

5.5. The Exhibitor shall not permit the display of any materials or information that do not exclusively relate to the Exhibitor's commercial activities. ABHI reserves the right to remove from the stand or the Venue at the risk and expense of the Exhibitor any exhibit or other item which ABHI considers in its reasonable opinion contravenes applicable laws, regulations or the policies or procedures of ABHI or of the Owners, infringes the Intellectual Property Rights of a third party, is likely to cause offence or annoyance or is otherwise inappropriate or which does not comply with these Conditions.

5.6 ABHI will be responsible for setting up a shell scheme for the Exhibitor's exhibition stand in the Space only where it has expressly agreed to do so as set out in the Application Form. The Exhibitor is solely responsible for all aspects of dressing and branding the Space including the stand.

5.7. Unless the provisions of Condition 5.6 apply, the Exhibitor is solely responsible for all aspects of the set up of the Space, including shell scheme and stand construction, branding and dressing.

5.8. The Exhibitor may not sub-let the Space without the express prior written consent of ABHI. If and to the extent that the Exhibitor is permitted to sublet the Space, the Exhibitor shall remain responsible for the Space and shall be liable for any breach of the terms of the Agreement by any party by whom the Space is sublet.

5.9. If the Exhibitor is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety of the Exhibition, exhibitors and visitors, ABHI reserves the right to close the Exhibitor's stand and remove the Exhibitor's representatives from the Exhibition without liability to the Exhibitor.

## **6. Specific Terms relating to Sponsorship, Catalogue Entries and Advertisements**

6.1. The Exhibitor shall provide ABHI with all material and information including, without limitation, logos, artwork and advertising material ("Material") which ABHI requires for the Sponsorship within deadlines specified by ABHI and shall comply with ABHI's reasonable requirements and directions in relation to the Materials. If the Exhibitor fails to provide the Materials by the deadline and to the specifications required by ABHI, ABHI reserves the right to refuse to print or otherwise use the Materials and shall not be required to refund any Fees in respect of the Sponsorship which shall remain payable in full.

6.2. The Exhibitor shall ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offence to any person or which is defamatory to any person. The Exhibitor shall ensure that the content of all Materials complies with all applicable laws.

6.3. The Exhibitor warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.

6.4. While ABHI will take reasonable care in relation to the production of material and information incorporating the Material, ABHI shall not in any event be responsible to the Exhibitor for any omissions, misquotations or other errors which may occur.

6.5. All Materials are subject to approval and acceptance by ABHI. ABHI reserves the right to in its absolute discretion to reject any Material at any time after receipt. ABHI will use its reasonable endeavours to provide the Sponsorship the size, position and manner as specified in the Application Form. However, ABHI shall not be liable to the Exhibitor where reasonable modifications or changes to the Sponsorship (including, without limitation to the size, position, section or issue of or date of publication) are made by ABHI. Inadvertent failure to publish an Advertisement shall entitle the Exhibitor to have the Advertisement published in a later issue but no refunds will be given.

6.6. The Exhibitor hereby grants to ABHI a non-exclusive royalty free licence to use the Material in connection with the Exhibition and the Sponsorship. The Exhibitor further acknowledges that ABHI may continue to use the Material or other information provided by the Exhibitor after the Exhibition in connection with materials or information created or relating to the Exhibition. The Exhibitor also acknowledges that in view of the time and cost required in preparing any publications or other media, in circumstances where this Agreement is terminated. ABHI may at its discretion continue to use the name, logo or other Material or information provided by the Exhibitor after termination of this Agreement, where the time and cost does not allow ABHI to remove, delete or cover over such name, logo or other material or information.

6.7. If the Exhibitor is in breach of the Agreement, ABHI reserves the right to refuse to use any material in relation to the Exhibition or may remove or delete such Material without liability to the Exhibitor.

## **8. Visitor/Delegates Passes and Client Personnel Passes**

8.1. Where visitor/delegate passes are issued as part of the Package, they are issued subject to ABHI's terms and conditions in force at the date of issue. Only official passes issued by ABHI shall be valid for entry to the Exhibition.

8.2. The Exhibitor will be supplied with 2 passes for its personnel and subcontractors which must be produced on request. ABHI may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

#### **9. Limitation of Rights Granted**

The Exhibitor's rights in relation to the Exhibition are strictly limited to those set out in the Package. The Exhibitor is not permitted to: (i) exploit any rights of a commercial nature in connection with the Exhibition: (ii) establish a website relation to the Exhibition: or (iii) otherwise promote or advertise its association with the exhibition or ABHI or undertake any promotional activity in connection with Exhibition or ABHI in anyway otherwise than as set out in the Package or with the prior written consent of ABHI. Nothing in the Agreement shall be construed as granting to the exhibitor any right, permission or licence to: (i) use or exploit ABHI's or intellectual Property rights of (ii) otherwise exploit any connection with ABHI or any event run by ABHI in any way.

#### **10. Changes to the Exhibition**

ABHI reserves the right at any time and for any reason (whether or not due to events beyond its reasonable control) to change the format, content, venue and timing of the exhibition (and any installation and dismantling periods) without liability. If any changes are made to the exhibition under this condition 10, the agreement will continue to be binding on both parties provided that the package shall be deemed to be amended as ABHI determines necessary in its absolute discretion for the successful staging of the exhibition.

#### **11. Cancellation and Postponement of Exhibition**

11.1 ABHI reserves the right to postpone or cancel the Exhibition at any time for any reason (including, without limitation if a Force Majeure Event occurs which ABHI in its absolute discretion determines makes it impossible, inadvisable or impracticable for the exhibition to be held.) 'Force Majeure Event' means any event arising that is beyond the reasonable control of ABHI (including but not limited to speaker of participant cancellation or withdrawal, contractor or supplier failure, venue damage, industrial dispute affecting any third party, governmental regulations or action, military action, fire, flood, disaster, civil riot or war.)

11.2 In the event that the exhibition is postponed or where the exhibition is cancelled for the current year but is reasonably expected to be held in the following year, the agreement will continue in full force and effect and the obligations of the parties shall be deemed to apply to the postponed Exhibition (or the Exhibition in the following year as the case may be) in the same way that they would have applied to the original exhibition.

11.3 Where the Exhibition is cancelled (other than pursuant to the provisions of condition 11.2) ABHI may terminate agreement.

11.4 To the fullest extent permitted by law, ABHI shall not be liable to the Exhibitor for any loss, delay or damage resulting from or arising in connection with the cancellation or postponement of the Exhibition howsoever arising. For the avoidance of doubt, nothing in this condition 11 shall excuse the Exhibitor from the payment of the fees under the Agreement.

#### **12. No right cancellation by the Exhibitor**

The applicable for the package is irrevocable by the exhibitor and once confirmed the exhibitor may not cancel the agreement. No refunds will be given and the fees shall remain due and payable in full save as expressly stated in these terms and conditions.

#### **13. Termination**

13.1 ABHI may terminate the agreement immediately at any time by written notice to the Exhibitor: (i) if the Exhibitor has committed a material breach of any of its obligations under this agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the exhibition); or (ii) the Exhibitor goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

13.2 Without prejudice to any other right or remedy it may have, in the event that ABHI terminates this agreement under the provisions of condition 13.1 ABHI shall not be required to refund any fees received from the Exhibitor and ABHI shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the fees which will become immediately due and payable. ABHI shall not be liable to the Exhibitor for any loss or damage of any kind resulting from termination of the agreement and shall have no further obligations under the agreement or otherwise to the exhibitor.

13.3 ABHI may terminate the agreement without liability immediately at any time by written notice to the Exhibitor if ABHI determines in its absolute discretion that the provision of the package to the Exhibitor is not in the best interest of the exhibition or ABHI's legitimate commercial interests. In the event that ABHI terminates the agreement pursuant to this condition 13.3 any proportion of the fees already paid will be refunded and the Exhibitor will be released from paying any further proportion of the Fees. The exhibitor acknowledges that the refund of Fees paid is its sole remedy in the event of termination by ABHI under this condition and all other liability of ABHI is hereby expressly excluded.

13.4 Upon the giving of notice of termination without prejudice to any to any other right or remedy it may have ABHI may cover over any Exhibitor sponsorship or advertising materials close the exhibition stand terminate the provision of any utilities to the Exhibition stand prohibit access of the exhibitor or its employees or agents to the exhibition and if necessary remove and despatch the exhibits shall be free to relicense the space or resell the either the exhibition or the sponsorship elements of the package as it shall think fit.

Conditions 6, 5, 9, 11, 14, 15 and 16 shall survive termination of the agreement.

#### **14. Liability and indemnity**

14.1 ABHI does not make any warranty as to the exhibition in general and in particular in relation to: (i) the presence of absence of location of any other sponsor/exhibitor or potential sponsor/exhibitor: or (ii) the benefit of outcome (commercial or otherwise) that the exhibitor may achieve as a result of attending or sponsoring the exhibition. Except as set out in these conditions to the fullest extent permitted by law. ABHI excludes all condition terms representations or warranties relating to the exhibition and package where imposed by statuette or by the cooperation of law or otherwise that are not expressly stated herein.

14.2 ABHI shall not be liable to the Exhibitor for any loss or damage suffered or incurred by the Exhibitor in connection with the provision of (or failure wholly or partly of) any services or goods provide by third parties in connection with the Exhibition or the package including without limitation in relation to the provision of utilities freight shipment the transport and delivery of sponsorship and or exhibition material to the venue work undertaken by third party contractors (whether or not ABHI sub-contractors) and services provided by the Venue owners. The Exhibitor acknowledges that services provided by ABHI official or recommended contractors to the Exhibitor are the subject of a separate agreement between the Exhibitor and the contractor. Although ABHI shall use reasonable care in selecting official or recommended contractors, ABHI shall not be liable for any loss or damage suffered or incurred by the Exhibitor in connection with the provision of services to the Exhibitor by such contractors.



14.3. Subject to the provisions of condition 14.6 (i), ABHI shall not be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Exhibitor including but not limited to loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss; (ii) ABHI shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Exhibitor or its employees or representatives, and (iii) ABHI's maximum aggregate liability to the Exhibitor under the Agreement or otherwise in connection with the Exhibition and/or the Package shall be limited to the total amount of the Fees.

14.4. The Exhibitor shall indemnify ABHI and keep ABHI fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Exhibitor, its employees, agents, sub-contractors or invitees.

14.5. The Exhibitor shall indemnify ABHI and keep ABHI fully and effectively indemnified against all losses, claims, damages and expenses (including, without limitation, reasonable legal fees) incurred by ABHI as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Exhibitor at the Exhibition; or (ii) ABHI's receipt or use of the Materials (as defined in Condition 6.1) constitutes an infringement of the Intellectual Property Rights of any third party.

14.6. Nothing in these Conditions shall exclude or limit liability which cannot be excluded by law.

## 15. Confidential Information

For the purposes of this Condition 15 'Confidential Information' means information disclosed by a party (the 'Disclosing Party') to another (the 'Receiving Party') relating to the Disclosing Party's business, products, affairs and finances, clients, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Client's participation in the Exhibition shall not be deemed to be Confidential Information. The Receiving Party shall not (except in the proper performance of its obligations under the Agreement) during the continuance of the Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosures of) any Confidential Information of the Disclosing Party. This restriction does not apply to (i) any information in the public domain other than in breach of the Agreement; (ii) information already in the possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities, and (v) information developed or created by the receiving party independently of the disclosing party.

## 16. General

16.1 ABHI reserves the right, at any time, to make any changes to the Conditions or impose any additional regulations which it deems necessary in the best interests of the Exhibition, or which are required to conform with any applicable legal requirement, legislation or as a result of the act or omission of any third party.

16.2. ABHI reserves the right to refuse any person entry to the Exhibition or to remove any persons from the Exhibition at any time.

16.3. From time to time, ABHI, their employees, representatives, agents or sub-contractors may enter the Venue at any time to carry out works, repairs or alterations or for any other purposes which they deem necessary ("Works"). To the fullest extent permitted by law, ABHI (including its employees, representatives, agents or sub-contractors) shall not be liable for any damage, loss or inconvenience howsoever arising, and suffered by the Exhibitor, its servants, agents and employees by reason of any act or omission relating to the Works.

16.4 Without prejudice to condition 11, if by any reason of any Force Majeure event( as define in 10.1) ABHI is delayed in or prevented from performing any of its obligations under agreement then such delay in or non performance shall not be deemed to be a breach of the agreement and no loss or damage shall be claimed by the exhibitor by reason thereof. For avoidance of doubt, nothing in clause 16.4 shall excuse the exhibitor from the payment of the fees under the agreement.

16.5 Nothing in this agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principle and agent between the parties.

16.6 If and to the extent that there is any conflict between these conditions and the application form, the terms the Application Form shall prevail

16.7 Each party acknowledges that the agreement constitutes the entire agreement between the parties in relation to the course(s) and that it does not rely upon any oral or written representation made to it be the other. No variation of the agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the.

16.8 No rights under the agreement may be assigned by the exhibitor without the prior written consent of the ABHI. The exhibitor may not sub-contract or delegate in any manner of its obligations under the agreement to any third party or agent without the prior written consent of ABHI.

16.9 A person who is not a party to the agreement shall not have any rights under or connection with it.

16.10 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.

16.11 If any provision of the agreement (or any part of the any provision) is found by an court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement and the validity and enforceability of the other provisions of the agreement shall not be affected.

## 17. Stand Costs

The cost of the space and construction package is set out in the Application Form on page 5 and is based on standard units of 3 square metres. The minimum stand size is 6square metres. No request can be guaranteed however we at ABHI will always endeavour to provide you with the space stated on your form.

## 18. Management Fee

The management fee covers the organisation of the British group including recruitment; booking space; appointment of a contractor to design and build the stands; the appointment of a travel and freight agent; liaising with DIT, arranging meetings for exhibitors with any visiting delegations, advertising, producing a group brochure, processing the grant application form and the completion of any necessary documentation.

## 19. Service Charge

The service charge covers the provision of a fully manned UK Information Stand (with meeting facilities, refreshments and internet point), as well as electricity supplies and stand cleaning. It also covers assistance on the build-up day.

## 20. Payment

In all cases, payment for the full cost of space and construction must be made by cheque or BACS to ABHI. Half the total price must be received in ABHI's bank account within five business days of the application form being received by ABHI, and the remaining balance must be in ABHI's bank account no later than Friday 14<sup>th</sup> July 2017. ABHI reserves the right to terminate the contract if an exhibitor fails to pay either the deposit and/or the balance by those deadlines. ABHI reserves the right to adjust costs in the case of unavoidable increases in stand costs and/or exchange rate fluctuations.

## 21. Stand Staffing and Displays

- The stand must be in the name of a company registered in England, Scotland or Northern Ireland.
- Exhibitors should arrive at least 24 hours before the opening of the event to set up their display. Stands must be staffed at all times by personnel conversant with the company's products until the end of the show. Stands should not be packed up until the end of the exhibition hours on the final day.
- Goods or services of UK origin should be displayed only.
- ABHI reserves the right to prevent the distribution or display of literature containing serious linguistic errors and/or items judged to be unacceptable.

## 22. Allocation and Adjustments to Stand Space Requirements

ABHI will endeavour to meet special stand requirements, but no position or facility can be guaranteed until the UK pavilion floor plan is published. If stand layout or the stand construction requirements necessitate an exhibitor receiving a slightly larger or smaller area than that requested in the application form, an appropriate adjustment will be made to the fees. The ABHI is unable to guarantee corner positions, however size of stand, speed of registration and prompt payment are all likely to have an impact on the allocation of stand.

## 23. Local Requirements

Exhibitors must acquaint themselves with the technical guidelines, requirements and other regulations for the show. ABHI will not be held responsible for any claim arising out of a failure to comply with these requirements or regulations.

## 24. Liabilities and Insurance

Exhibitors must accept full liability for any claims costs or other liability arising from their attendance at Medica. No direct or indirect liability of any kind is accepted by ABHI or any member of its staff for any such claims costs or liabilities incurred by those taking space attending or displaying at Medica.

24.1 On signing the application form, the exhibitor agrees to indemnify and keep indemnified the ABHI against all costs, charges and expenses claims and losses of whatsoever nature suffered by the ABHI and arising directly from, or attributable to, any act or omission of the company, its employees or agents including any claim in respect of any accident, injury, loss or damage arising out of, or in any way connected with, any display of goods at the event.

## 25. Withdrawal

- Before the ABHI's expenditure is incurred: The Management Fee is non-refundable. The 50% deposit for space and stand construction will be refunded less administration charge of £500. The service charge is non-refundable.
- After the ABHI's expenditure has been incurred: no charges are refundable and ABHI shall be entitled to require payment of all amounts due under the original application.
- If a stand is withdrawn due to non-payment of the balance, the company will still be liable for all the associated costs.

## 26. Cancellation of the Event

The ABHI will bear no liability for loss or damage sustained as a result of circumstances beyond the ABHI's control, including, but not limited to, unusual weather conditions, war, hostilities, national emergency, riot, revolution, rebellion, labour disputes or strikes. If, due to such an event, cancellation or postponement of the exhibition is considered necessary by the organisers or the ABHI, the ABHI will be entitled to retain such proportion of sums paid by exhibitors as may be necessary to cover unavoidable losses and expenses.

Additionally, the ABHI reserves the right to cancel its participation at this event should an insufficient number of companies sign up to exhibit, prior to the stated deadline.

## 27. Regional Stands and Groups Stands Conditions

A fee of £200 per co-exhibiting company is payable to the ABHI. This includes a management and service charge for the provision of facilities and services provided by the ABHI at exhibitions. The total amount payable will be charged to the organiser of the group stand.

**The conditions for participation in this event are set out in detail on pages 2 and 3. Signing the application form on page 5 will be taken as acceptance of these conditions. Please take the time to read carefully all the terms and conditions of participation.**

**Applications are only valid if deposits are paid with completed application forms one week after submission. The deadline, after which no further application forms can be accepted, is Friday 2<sup>nd</sup> June 2017.**