

Exhibitor Rules and Regulations of the United Makeup Artists Expo

1. Regulations:

In addition to these rules and regulations the Exhibitor must comply with the requirements of all relevant Authorities and with any regulations issued by the Hall Owner in force at the time of the exhibition. Once the Organiser receives and approves the completed Booking Form, the Exhibitor shall be bound to take the stand allocated, to occupy it at all times when the Exhibition Hall is open to visitors and to pay all charges in respect of the stand and otherwise to comply with all the Exhibitor's obligations. This exhibition and all regulations pertaining to the exhibition shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

2. Amendments, application and interpretation of rules and regulations:

a) In the event of any dispute as to the Interpretation of these Rules and Regulations as a result of their translation into a foreign language, the English version shall be taken as authentic.

b) Each Exhibitor is bound in all respects by these Rules and Regulations.

c) Each Exhibitor must bring to the notice of all agents or contractors employed by him such of the provisions of these Rules and Regulations as may affect such agents or contractors, and any claim arising from the failure of the Exhibitor to give such notice shall be the sole responsibility of the Exhibitor concerned.

d) All verbal agreements, individual and special arrangements must be confirmed in writing.

3. Serving of notice:

Any notice on any person under these regulations shall be given in writing. Such notice shall be deemed to have been properly served if (a) handed to him personally or to any person who is apparently his employee or representative, or (b) left at his last known address, or (c) sent to his last known address by registered letter or telegram in such case notice shall conclusively be deemed to have been served at the time when such registered letter or telegram would normally be delivered or (d) affixed to his stand.

4 Application for space:

The Organisers reserve the right to refuse any application without reason given. After receipt of the Booking Form, each Exhibitor will be allocated stand space and will receive invoices for the cost of stand space, as per the payment schedule.

5 Contract:

No stand will be reserved or treated as allocated and no contract shall exist until the Exhibitor has returned the completed Booking Form and has received written confirmation. The contract constitutes a licence to exhibit and not a tenancy. Once the Exhibitor has received written confirmation of their stand, the Organiser shall not make any alterations to the shape, size or position of the space allocated to the Exhibitor.

6 Payment of stand charges:

The charges payable by the Exhibitor are set out in the Booking Form and must be received by the Organiser as follows:

1. 20% invoiced upon receipt of booking confirmation payable within 30 days of receipt of valid invoice
2. 30% invoiced upon receipt of booking confirmation payable within 30 days of receipt of valid invoice
3. Balance invoiced 2 months prior to the show and due within 30 days of receipt of valid invoice

7 VAT:

Value Added Tax is not included in any of the charges shown on the Booking Form, but will be charged, where appropriate on all invoices, the dates of which will also be the tax point dates.

8 Non-Payment:

If payments are not received by the due date, and the Organiser has given the Exhibitor notice of payments not received and at least 10 working days to rectify, then the Organiser may exclude the Exhibitor from the Exhibition, terminate the Contract or, (without prejudice to any other rights or remedies of the Organiser) charge the Exhibitor interest at the rate of 4% over the Bank of England base rate on any charges not paid by the due dates for payment thereof from such date until the same are paid. The exhibitor remains liable for any debt recovery, legal costs or court fees incurred in chasing the debt.

9 Cancellation or withdrawal:

Cancellation or withdrawal of the Exhibitor is only permitted if effected by notice in writing, provided that the following percentages of the costs shall be payable, depending on the date of receipt of such cancellation notice. On or before 1st Feb - 50% of the total stand cost. After 1st Feb - 100% of the total stand cost.

To the extent that such amounts have not been paid, the balance shall be immediately due and payable and if more than the above amounts have been paid, the Organiser shall refund the balance following the receipt of such cancellation notice.

10 Space Reduction:

Should an Exhibitor wish to reduce the stand space allotted after the Booking Form has been received and approved by the Organiser, the Organiser shall have the right to charge the following penalty fees:

Up to 1st Feb - 50% cost of area reduced.

After 1st Feb - 100% cost of area reduced.

11 Bankruptcy or liquidation:

Should either party, being an individual or firm, become bankrupt, having a receiving Order made against him or them or make any arrangements with his or their creditors or, being a limited liability company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have a Receiver appointed, then the other party may terminate the contract forthwith.

12 Termination of licence:

a. If at any time an Exhibitor terminates his licence to exhibit granted to him by the Organisers, the Exhibitor shall not be entitled to any refund of charges or monies paid for the stand unless the Exhibitor terminates his licence because of an event of force majeure or because of the breach of contract or insolvency event of the Organiser.

b. In every case where, under these regulations, the Organisers terminate the licence of any Exhibitor:

i) The Organiser may require the Exhibitor to dismantle his stand and to remove any goods (including any stand fittings) on the stand or any goods belonging to the Exhibitor elsewhere in the Exhibition Hall; and the Organiser may grant a licence to some other person to occupy the stand.

ii) The Organiser shall not incur any liability to the exhibitor by reason of terminating his licence or of the exercise by them of their powers under this regulation nor shall they be liable to him for any loss or damage to any goods including stand fitting unless such loss or damage is caused by the negligence or wilful act or omission of the Organiser.

iii) Unless the show is cancelled due to a force majeure event, or the Exhibitor terminates the contract due to the breach or insolvency of the Organiser, the Exhibitor shall not be entitled to any refund of charges or monies paid for stand throughout the period of the show.

13 Breach of regulations etc.

In the event of any Exhibitor committing a breach of any of these regulations or failing to observe any reasonable requirements of the Organisers within the reasonable time stipulated by the Organisers at their absolute discretion, or if the Organisers being of the opinion that this conduct or proposed conduct is or may be undesirable in the interest of the Exhibition or that his business is being or may be conducted in such a manner that there is a risk of persons who may do business with him being dissatisfied or of discredit being brought upon the Exhibition, the Organisers shall be entitled by notice to the Exhibitor to terminate the Exhibitor's licence. Powers conferred on the Organisers by any other regulation shall be in addition to and not in substitution for the powers conferred on them by this regulation.

14 Indemnity by exhibitors:

The Exhibitor indemnifies the Organisers against all actions, expenses, costs, charges or claims for which the Organisers or any of their contractors may become liable in consequences of damage or injury to any person or property wholly, directly and foreseeably occasioned by or arising out of the act, default or negligence of the Exhibitor, his representatives, servants or workmen, or any other person or persons under his direction or any independent contractor engaged by him.

The Exhibitor shall be excused performance of any obligation if they are prevented or materially hindered from carrying out that obligation by reason of any unavoidable cause whatsoever and in such cases the Exhibitor shall be under no liability.

15 Organisers liability:

The Organisers shall be excused performance of any obligation if they are prevented or materially hindered from carrying out that obligation by reason of any unavoidable cause whatsoever and in such cases the Organisers shall be under no liability. The Organisers shall be entitled to exercise all or part of the rights, powers or discretions conferred upon them by these Regulations without assigning any reason and (unless otherwise provided) at their absolute discretion.

In no circumstances will the Organisers accept, sign or otherwise assume responsibility for any goods or other material on behalf of an Exhibitor for any removal of any goods or materials.

16 Abandonment of show:

Should all or any part of the exhibition hall not be fully available for the exhibition or should fire, flood, war, strike or other labour trouble, terrorist act or act of God or any other occurrence or circumstance whatsoever render it, in the opinion of the Organisers, advisable to postpone, interrupt or prematurely conclude it in whole or part, or to hold it on a reduced scale. The Organisers may terminate the contract at any time on giving the exhibition notice in writing to that effect, and in such a case the Organisers shall refund to the Exhibitor all monies paid for the stand and shell scheme construction.

17 Risk and Insurance:

- a) Each Exhibitor exhibits entirely at his own risk. The Exhibitor is responsible for all claims arising from personal injury or damage to property arising in connection with the erection and dismantling of the Exhibitors stand and anything permitted, omitted or done thereon or there from during the period of the Exhibition or the construction and dismantling periods caused directly by the Exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of his or the act, omission or neglect of any such person or by an exhibit, machinery or other article or thing of the Exhibitor or in the possession or use of the Exhibitor or any servant or agent of his. The Exhibitor must take out adequate insurances in respect of all such claims.
- b) The Organisers will take such precautions as they may consider advisable for the proper running of the Exhibition.
- c) All Exhibitors are expected to effect their own insurance against all relevant risks. In any event, the Exhibitor must also hold a Public Liability policy of insurance to cover negligence for an indemnity of at least £5,000,000 (5 million pounds)
- d) In the event of any person sustaining loss, injury or damage, implement or article belonging to an Exhibitor the said Exhibitor shall free and relieve the Organisers of all claims, actions or suits made to expenses incurred in connection therewith unless such loss, injury or damage is caused by the negligence or wilful act or omission of the Organisers.
- e) The Exhibitors hereby agree to free the Organisers of all responsibility for loss or damage arising directly or indirectly through any Act of God, War, Terrorist Acts or threats of such, Strikes, Lock-Outs, Trade Disputes, Fire, Flood, Drought or from Riots or similar commotions within or without the building, or any other cause beyond the Organisers control or owing to the inability to procure material or articles except at enhanced prices due to any of the foregoing causes.
- f) The Organisers may arrange for Exhibitors to be offered an insurance policy, details of which will be contained in the exhibitors manual. Such policy is not endorsed or otherwise recommended by the Organisers and its appropriateness must be assessed by the Exhibitor.
- g) The Exhibitor shall do nothing to jeopardise the current insurance policies of the Exhibition Hall and shall in all cases comply with any requirements of the Fire Officer or other authorities concerned.

18 Conduct of exhibitors:

Every Exhibitor shall ensure that his stand is open to view and staffed by competent representatives during the Exhibition hours. Every Exhibitor and all persons for whom he may be considered responsible in any way whatsoever, must conduct himself in such a manner as shall not be objectionable to any other Exhibitor, Exhibitors employee, visitor or the Organisers, and shall not create any disturbance or obstruction. Any person who does not comply with these regulations shall be liable, at the discretion of the Organisers, to be removed from the Exhibition building and refused re-admission during the period of the Exhibition.

19 Right of entry:

The Organisers are entitled to refuse admission or remove from the Exhibition Hall any person if the Organisers reasonably consider that the conduct or behaviour of that person is unacceptable.

20 Complaints:

All complaints shall be made to the Organisers in writing immediately upon receipt of stand, but no later than the last day of erection, so that the Organisers can eliminate any faults. Subsequent complaints cannot be considered and are not grounds for claims against the Organisers.

21 Canvassing:

Canvassing in any form outside Exhibitors stand area is forbidden. Any Exhibitor found canvassing in aisles or other common areas will be in breach of exhibition regulations and will be liable to expulsion from the exhibition.

22 Advertising / Handbills:

No Exhibitor or Sponsor will be permitted to sell advertising space in any area relating to the Exhibition without the approval of the Organisers. The distribution of handbills is forbidden outside the space allocated to each exhibitor. Self-adhesive advertising stickers are not permitted in the exhibition hall.

23 Competitions:

No competitions or the like may be held without the written permission of the Organisers.

24 Safety:

Exhibitors will be required to remove from stands any objects the Organisers may reasonably consider unsuitable.

25 Injury by machinery or exhibit to visitors or employees etc:

In case of injury or damage being caused or occasioned by any exhibit structure or fitting brought to the exhibition by the Exhibitor, to any person or persons whatsoever, or to any property or any part of the Exhibition, the Exhibitor by whom the exhibit, structure or fitting was brought into the show premises, indemnifies the Organisers against all actions, expenses costs or claims arising wholly, directly and foreseeably out of such injury or damage.

26 Photographs:

Other Exhibitors' stands or articles may only be photographed, drawn, copied or reproduced with the permission of the Organisers and the relevant exhibitors. Exhibitors may photograph their own stands and activities throughout the Exhibition without such permission. Use of official show photos can be arranged for a fee and subject to written authorisation. Application for official photograph use should be made in writing to accounts@umae.co.uk any official image shown in the public domain without the express permission in writing of the UMAe management will be subject to a cost of £450 per image and shall be payable on demand. All images generated at the show remain the copyright of United Makeup Artists expo, but may be use for promotional purpose subject to association and in promotion of the show and as long as no direct financial gain is made as a result of the image. United Makeup Artists expo reserve the right to financial compensations for any income derived from the use of images created at an event.

27 Radio antennae, radio frequency equipment, microphone systems, and lasers:

a) Exhibitors using background music systems, etc. must ensure the sound is always kept to a volume that does not cause disturbance to the adjacent exhibitors. In case of dispute, the Organisers decision is final.

b) Use of lasers: Technical details can be obtained from the Organisers.

28 Video and cinematograph displays and amplified sound

a) Cinematographs and Photographic slides may not be used without the written consent of the Organisers. Where permission is granted by the Organisers, the following conditions will apply:

i. Only non-flammable film must be used.

ii. The Projector housing and covering must be non-flammable material in accordance with the requirements of the Authorities and the Landlords of the Exhibition Hall.

b) Where sound film or video is used, adequate soundproofing must be carried out so that no annoyance is caused to Exhibitors and visitors on adjacent stands.

c) Any seating must be in accordance with the Authorities Regulations.

d) The placing of the equipment shall be arranged in such a way that obstruction of gangways is not caused by persons viewing the display exhibiting.

29 Stand occupation:

If an Exhibitor has not occupied space allotted to him by 1200 hours on the day of the show, all claims to such space will be forfeited together with any payments made or accrued due in respect thereof. Shell units will be available from 1000 on the day of the show. Exhibitors may not sub-lease or divide stands without permission from the Organisers. All sub-leases shall be bound by these rules and regulations and sublessees shall be equally responsible for their conduct. The stand must be staffed and all exhibits must remain on display during the hours the Exhibition is open to visitors. In particular, and in order that no discourtesy may be shown to last minute visitors to the Exhibition, no dismantling of any displays or exhibits may commence before 1700hrs on Sunday.

30 Products displayed:

The Exhibitor shall only display goods applicable to the UMAe The organisers reserve the right to terminate, or curtail any practice, which they consider detrimental to the exhibition.

31 Delivery of exhibits:

Exhibits should not be sent to the site until the Exhibitor is informed by his contractor that the stand is ready to receive them. Exhibitors should arrange for a representative to be on the stand to receive goods, since the Organisers are unable to accept delivery on behalf of Exhibitors. All packages should be clearly labelled and include the hall number, stand number and Exhibitors name.

32 Storage of packing cases:

There are no on-site facilities for the storage of crates, boxes or packing cases etc. so all such material must be removed before the end of the build-up period. The forwarding and lifting contractor may be engaged to store packaging on behalf of exhibitors.

33 Maintenance and repair of exhibits/stands:

No major maintenance or repair work to stands may be carried out while the exhibition is open to visitors. An application may be made to the Organisers for permission to carry out repairs between 0800 and 0900 hours.

34 Demonstrations and working exhibits:

Exhibitors wishing to operate machinery on the stand, or to carry out mechanical demonstrations, must ensure that these practices in no way constitute a fire or safety risk or interfere with the activities of visitors or other Exhibitors. All moving parts must be effectively guarded and controls sited beyond the reach of spectators. The Organisers reserve the right to terminate any practice, which they consider to be detrimental to the exhibition.

35 Gangways:

It is the responsibility of the Exhibitor to ensure that gangways in front of his stand are kept free from obstruction during the whole time the building is open for the purpose of the Exhibition.

36 Neon signs:

Any Exhibitor requiring the use of Neon Signs must inform the Organisers in advance in order that appropriate permission can be obtained. The necessary installation must be ordered or provided by the Exhibitor.

37 Removal of exhibits:

The removal of personal property and portable exhibits may commence at 1700 hours on Sunday. All Exhibits, Exhibitors property, stand and electrical fittings must be removed from the exhibition hall by not later than 10pm on Sunday.

Exhibitors who fail to remove fittings by this time will be subject to a penalty fee of £500.

38 Patents and Copyrights:

Legislation has been enacted and is embodied in the Patents Act 1977. Exhibitors are strongly advised to protect inventions, which they intend to show at Exhibitions by taking steps to obtain a UK Patent before the exhibition opens. This can be done initially by lodging an application at a modest cost. Further information is available from The Patent Office, Concept House, Cardiff Road, Newport, NP10 8QQ. Tel: 0845 950 0505.

39. ERRORS AND OMISSIONS

Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's directory listing or in any related materials. Exhibitor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

40. FILMING AND VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES

From time to time, photographs, motion pictures and/or video recordings may be made in the Event facility, which may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Event Management, its agents, attendees or other exhibitors, and hereby consent to Event Management's use of such recordings for commercial purposes in relation to the promotion of the Exhibition only. To the extent necessary to fulfill Event Management's express obligations hereunder, Exhibitor hereby grants Event Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images in relation to the promotion of the Exhibition only. By providing Event Management the e-mail addresses set forth in the Booking Agreement, the Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from UMAe its affiliates, partners and assigns as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.