

Stampex International Stand Booking Contract Terms & Conditions

IMPORTANT: Before signing a Booking Form, please read these Conditions carefully. These Conditions tell you who we are, how the Booking Contract is made, how you and we can end the Booking Contract, how we will make available a Stand and associated furniture, advertising, and associated items (detailed in the Booking Form) to you, what to do if there is a problem and other important information. If you think that there is a mistake in these Conditions, please contact us to discuss.

These Conditions apply to all Stampex International Stand Booking Contracts made with traders (business customers) wishing to exhibit at Autumn Stampex International 2021.

1. Information about us

- 1.1 We are the PTS Stamp and Coin Exhibitions Limited. We are a limited company registered in England (registration number 08583032). Our registered office is at Roland House, Princes Dock Street, Hull, East Yorkshire, HU1 2LD.
- 1.2 If you have any questions, or if you have a complaint, please contact us. We can be contacted by telephone on +44(0)7376 136 517 or by e-mailing office@thepts.net, or via the Stampex International website (www.stampexinternational.com) or by writing to us at our correspondence address at PTS Stamp and Coin Exhibitions Limited, 85 Great Portland Street, First Floor, London, W1W 7LT, United Kingdom

2. Formation and commencement of Booking Contract

- 2.1 These Conditions (together with the Booking Form referred to below) will form the Booking Contract which sets out the terms which we will provide you with some or all of the following at Stampex International (as appropriate, as identified in the Booking Form):
 - (a) an Exhibition Stand
 - (b) Exhibition Furniture on hire for use on the Exhibition Stand
 - (c) Advertising Services
 - (d) any additional items or services we may agree with you(together referred to in these Conditions as “**Exhibition Services**”).
- 2.2 Any enquiry, booking or order placed by you for any Exhibition Services (whether via our website or through social media, by telephone or otherwise) will be an offer by you to receive Exhibition Services on these Conditions.

- 2.3 A Booking Contract will be formed between us and you for the provision of Exhibition Services only when we and you sign a Booking Form. The signing by you of the Booking Form and/or the acceptance of any Exhibition Services shall be conclusive evidence of your acceptance of these Conditions.
- 2.4 The Booking Contract shall commence on the Commencement Date and shall continue for the Booking Period (as stated in the Booking Form) unless cancelled early in accordance with these Conditions. If no Booking Period is set out in the Booking Form, the Booking Period shall end when the Booking Contract is cancelled in accordance with these Conditions (the “**Term**”).
- 2.5 It is your responsibility to ensure that all information in your Booking Form is accurate and complete, and that the Exhibition Stand and Exhibition Furniture is suitable for your requirements.
- 2.6 Nothing in these Conditions requires us to accept any proposed Exhibition Stand or Exhibition Furniture hire which you request. We reserve the right to refuse to provide an Exhibition Stand or any Exhibition Furniture to you for any reason whatsoever at our sole discretion.

3. The Exhibition Stand and Exhibition Furniture

Permitted Use

- 3.1 We hire the Exhibition Stand and Exhibition Furniture to you on the basis that this is used only for commercial exhibition purposes at Stampex International.

Ownership and Return

- 3.2 You acknowledge that the Exhibition Stand and Exhibition Furniture remains our property at all times (or that of our supplier(s), as applicable), and title and ownership will not pass to you. You have no right, title or interest in the Exhibition Stand and Exhibition Furniture except that it is hired to you in accordance with the terms of the Booking Contract.
- 3.3 On cancellation of the Booking Contract for whatever reason, the Exhibition Stand and all Exhibition Furniture then in your possession shall immediately become due for return to us. You grant and will ensure that the owner of any third party premises grants us, our agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the Exhibition Stand and Exhibition Furniture is or may be stored in order to recover this. The rights granted in this clause 3.3 are without prejudice to any rights and remedies which may have accrued to us up to and including the cancellation of the Booking Contract.

- 3.4 You must immediately notify us of any loss, accident, damage, or defect in the Exhibition Stand or any Exhibition Furniture, or if you consider that this may cause injury or damage to your (or another's) property.
- 3.5 You will grant (or will procure that we or our authorised representative is granted) access at all reasonable times upon request to inspect the Exhibition Stand and Exhibition Furniture and ensure your compliance with the Booking Contract, and/or carry out any maintenance, repairs, or replacements.

Condition, Use and Storage

- 3.6 You agree that you will in relation to Exhibition Stand and Exhibition Furniture:
- (a) keep this in good repair and condition, (fair wear and tear only excepted) but you must not repair or allow any third party to repair this, and you must notify us immediately if any repair is necessary.
 - (b) where this requires [fuel, oil and/or] electricity, ensure that the proper [type of fuel, oil and/or] voltage is used.
 - (c) use this in compliance with all laws and applicable regulations, including any health and safety legislation which relates to the use of this and in accordance with any operating and/or safety instructions provided to or supplied to you by us.
 - (d) not make any alteration to this (which includes not defacing or covering up our name, plate, or markings).
 - (e) not without our prior written consent attach this to any land or building so as to cause this to become a permanent or immovable fixture.
 - (f) not, without our prior written consent, sub-hire or part with control of this (including for the purposes of repair or maintenance).
 - (g) not do or permit to be done anything which could invalidate our insurance.
 - (h) be responsible for the security of this whilst in your possession; and
 - (i) take all appropriate measures to secure this when not in use. You must pay us for any Exhibition Furniture which is lost, stolen or in our reasonable opinion (or the opinion of our insurer(s)), damaged beyond repair at full replacement value of such Exhibition Furniture, such value to be confirmed to you by us, subject to supporting documentation. Replacement value shall be determined as the manufacturer's retail price at the time of loss, plus all ancillary costs, including but not limited to administration costs and lost hire time costs. (The amount which you have to pay under this clause 3.8(i) will be reduced by the

proceeds of any insurance cover which we may receive in respect of the loss or damage concerned to this.)

3.7 We will during the Booking Period ensure that:

- (a) the Exhibition Services are carried out with reasonable skill and care; and
- (b) on the Commencement Date, Exhibition Stand and Exhibition Furniture complies with applicable laws and statutory regulations, is of satisfactory quality and fit for its intended purpose.

3.8 If, at any time during the Booking Period, you have any complaints about any of the Exhibition Services, including where you become aware of a breach of clause 3.7 you must:

- (a) notify us immediately (via telephone using our contact number given in clause 1.2), and if we ask you to do so, also notify us in writing (via email or post using our relevant contact address given in clause 1.2); and
- (b) give us a reasonable opportunity to rectify any issues.

3.9 Following receipt of written notice under clause 3.8, we will (at our discretion):

- (a) (where possible) rectify any defective Exhibition Services;
- (b) repair or (where available) replace Exhibition Stand and/or Exhibition Furniture; and/or
- (c) reduce the Exhibition Charges for affected Exhibition Services by a sum which is fair in the circumstances.

3.10 We will not be responsible to you for any breach of clause 3.7 if:

- (a) the breach arose directly as a result of your act or omission; and/or
- (b) the breach was caused by (or was contributed to) as a result of your misuse, neglect, alteration or mishandling of Exhibition Stand and/or Exhibition Furniture.

Damage to or Loss

3.11 You are responsible to us for:

- (a) all costs and expenses in respect of:

- (i) rectifying any damage to Exhibition Stand and Exhibition Furniture (fair wear and tear excepted) which occurred during the period in which this was at your risk in accordance with clause 4.3; and
- (ii) cleaning Exhibition Stand and Exhibition Furniture following return from you to return this to a condition fit for re-use (and re-hire). Such costs and expenses shall be confirmed to you by us, subject to supporting documentation;

In addition, you must continue to pay us any Exhibition Charges, in accordance with clause 5, until any repairs and or cleaning have been completed; and

- (b) the Replacement Cost in respect of lost or stolen Exhibition Stand and Exhibition Furniture which is beyond economic repair, and you must continue to pay us any Exhibition Charges, in accordance with clause 5, until the Replacement Cost has been received by us.

4. Delivery & Collection/Return

- 4.1 We will use reasonable efforts to ensure the Exhibition Stand and Exhibition Furniture is delivered to you or is available at the Collection Point before the Exhibition opening time.
- 4.2 Unless otherwise agreed by the parties in writing, risk of loss, theft, damage or destruction of the Exhibition Stand and Exhibition Furniture shall pass to you on delivery. Risk in the Exhibition Stand and Exhibition Furniture will return to us once this returned into our possession at the Collection Point, (or in any case where we specifically agree to collect the Exhibition Furniture from you, following hand-over to us at the Exhibition Stand).
- 4.3 If we are unable to deliver or take collection/return of the Exhibition Stand or any Exhibition Furniture on the relevant date(s) agreed, unless this our fault we will charge you reasonable Additional Charges in respect of such inability to deliver or take collection/return.

5. Charges and Payment

- 5.1 You will become liable to pay the Exhibition Charges (including any deposit) on the dates specified in the Booking Form.
- 5.2 You must pay the Exhibition Charges and any Additional Charges for the supply of the Exhibition Services in accordance with these Conditions.
- 5.3 We will be entitled to vary the Exhibition Charges and any Additional Charges at any time by giving written notice to you in the event of:
 - (a) any variation in your requirements for the Exhibition Services.

- (b) any information provided by you being inaccurate or incomplete; or
- (c) any failure or delay by you in providing information.

- 5.4 You are required to pay such security deposit as we specify in the Booking Form ("**Security Deposit**"). The Security Deposit shall be a deposit against default by you of payment of any Exhibition Charges or any loss of or damage caused to the Exhibition Furniture including any Replacement Cost and shall not act as a limitation of your liability in respect of unpaid Exhibition Charges, Additional Charges, damage or loss to the Exhibition Furniture or any Replacement Cost.
- 5.5 If you fail without a valid reason to make any payment of any Exhibition Charges, Additional Charges or any Replacement Cost or cause any loss or damage to the Exhibition Stand or any Exhibition Furniture, we are entitled to apply the Security Deposit (or any part of it) against such default, loss, Replacement Cost or damage. Any Security Deposit sum (or balance thereof) shall be refundable at the end of the Booking Period.
- 5.6 The Exhibition Charges are exclusive of any Additional Charges. Where Exhibition Charges or Additional Charges are quoted on a daily basis, these shall include any and all weekends and public and bank holidays which fall within the Booking Period.
- 5.7 The Exhibition Charges will be payable by you to us for the duration of the Booking Period.
- 5.8 Unless otherwise agreed by the parties in writing or in the Booking Contract, all invoices submitted by us shall be paid by you immediately (and in any event within 3 days of the date the relevant invoice is issued), or as per the payment schedule.
- 5.9 If any Exhibition Charges or Additional Charges are not paid on or before the due date for payment, we are entitled to charge you interest on that sum at 4% per annum above the base lending rate from time to time from the due date until the date of payment, such interest to accrue on a daily basis.
- 5.10 Save as otherwise expressly provided in the Booking Contract or required by law, all payments to be made by either party under the Booking Contract shall be made in full and without any deduction or withholding including on account of any counterclaim.
- 5.11 Should any portion of an account fall overdue then the total account will become due on demand. You will be responsible for reasonable legal charges incurred by us in the recovery of amounts due or the recovery of the Exhibition Stand and Exhibition Furniture. In addition, we are entitled to suspend further services to you.

6. Trademark License & Intellectual Property Rights

- 6.1 You grant to us a non-exclusive license to use your corporate name & logo (details of which you provide to us in the Booking Form or otherwise) (“**Your Branding**”) for the purposes of the Advertising Services provided under the Booking Contract.
- 6.2 You must pay all renewal fees and take all steps necessary to maintain the trademark registration for Your Branding (where applicable).
- 6.3 You represent and warrant to us that:
- (a) you own or are solely entitled to use Your Branding and any other material supplied to us in relation to the Booking Contract, and we shall be entitled to see evidence to this effect on request; and
 - (b) our use of Your Branding in accordance with clause 6.1 will not infringe the rights of any third party.
- 6.4 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with our use of Your Branding in accordance with the Booking Contract.
- 6.5 We and you acknowledge as follows:
- (a) all rights in Your Branding, including any goodwill associated with them, shall be your sole and exclusive property, and save as expressly provided in clause 6.1, we shall not acquire any rights in Your Branding, nor in any developments or variations of them; and
 - (b) all rights in the Stampex International trademarks and logos, including any goodwill associated with them, shall be our sole and exclusive property and you shall not acquire any rights in them, including any developments or variations of them.
- 6.6 All Intellectual Property Rights in and to any materials produced for Stampex International by us (or on our behalf) or jointly by us and you shall, with the exception of Your Branding, be our sole and exclusive property and if you acquire, by operation of law, title to any such Intellectual Property Rights you shall assign them to us on request, whenever that request is made.

7. Limitation of our Liability

- 7.1 The limits and exclusions in this clause reflect the insurance cover we have been able to arrange, and you are responsible for making your own arrangements for the insurance of any excess loss.

- 7.2 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with the Booking Contract including the provision (or non-provision) of any Exhibition Services, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.3 Nothing in the Booking Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence.
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.4 Subject to clause 7.3, our total liability to you shall not exceed the total amount of the Exhibition Charges paid or payable by you under your Booking Contract.
- 7.5 Subject to clause 7.3, we will not be liable to you for any of the following types of loss:
- (a) lost profits
 - (b) lost sales or business
 - (c) loss of agreements or contracts
 - (d) loss of anticipated savings
 - (e) loss of use or corruption of software, data or information
 - (f) loss of or damage to goodwill and/or
 - (g) indirect or consequential loss

8. Automatic Cancellation of Booking Contract

Subject to our and your rights to cancel set out in the Booking Contract, the Booking Period shall not exceed the dates of Stampex International, after which time the Booking Contract shall automatically end.

9. Your rights to Cancel

- 9.1 You may cancel any Booking Contract for Exhibition Services at any time before the Booking Period starts by notifying us using our contact details in clause 1.2.
- 9.2 Where you cancel a Booking Contract because of our failure to comply with these Conditions (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us, and we will refund any Exhibition Charges (including any deposit) you have already paid.

9.3 Where you cancel your Booking Contract for any reason other than as specified in clause 9.2, we will charge you Cancellation Charges calculated in accordance with the Booking Form. Cancellation Charges may be deducted from any Exhibition Charges (including any deposit) you have already paid, and any additional amount invoiced to you. We will advise you of the costs incurred when you cancel your Booking Contract.

10. Our rights to Cancel

10.1 We may have to cancel a Booking Contract before the start date for the Exhibition Services, due to an Event Outside Our Control or the unavailability of key personnel, any Exhibition Stand(s) and Exhibition Furniture or other requirements without which we cannot provide the Exhibition Services. If this happens:

- (a) we will promptly inform you; and
- (b) if you have made any payment in advance for Exhibition Services that have not been (or will not be) provided to you, we will refund these amounts to you.

10.2 We may cancel the Booking Contract at any time with immediate effect by giving you written notice if:

- (a) you do not pay us any amount due when you are supposed to as set out in clause 5. This does not affect our right to charge you interest under clause 5.10; or
- (b) you break the Booking Contract in any other material way and do not correct or fix the situation within 3 Business Days of us asking you to in writing.

12. Stampex International cancellation

We reserve the right to cancel Stampex International for any reason (including, without limitation, by reason of a Force Majeure Event). We shall notify you of the cancellation as soon as possible. We and you agree that:

- (a) we shall not be in breach of the Booking Contract by virtue of that cancellation or abandonment; and
- (b) on us notifying you of such cancellation the Booking Contract shall automatically terminate and the provisions of clause 10.1(b) shall apply.

13. Insurance

13.1 You confirm that you shall arrange a comprehensive insurance policy, at your sole cost, for the following:

- (a) public liability at the Venue during the course of Stampex International, in respect of your Products and any other materials or goods owned or controlled by you, which, in respect of any individual claim is not less than £[AMOUNT];
- (b) loss, theft, or damage to any of your products (or other materials or goods owned or controlled by you) [and to the Exhibition Stand and any Exhibition Furniture hired to you]; and
- (c) to cover any loss, damage or claim arising directly or indirectly from the public's use of the specific product or services being promoted by you, together with all other goods or services associated with Your Branding.

13.2 We confirm that we will take out a comprehensive insurance policy for Stampex International, including adequate public liability insurance.

14. General

14.1 We may update these Conditions from time to time, for example, to comply with changes in the law or to take account of new ordering or payment processes or new services or other requirements. You must always check these Conditions prior to signing a Booking Form to ensure that the terms which apply to that Booking Contract are understood.

14.2 If we fail to insist that you perform any of your obligations under the Booking Contract or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have agreed not to enforce our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.3 Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any term is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.4 The parties do not intend that any part of these Conditions or any term of the Booking Contract shall be enforceable by any person other than the parties.

14.5 These Conditions and the Booking Contract are personal to you, and you may not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under the Booking Contract without our prior written consent.

15. Law and disputes

15.1 These Conditions and the Booking Contract and any non-contractual obligations arising out of or in connection with them will be governed by English law.

15.2 We and you both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with these Conditions or the Booking Contract (including in relation to any non-contractual obligations).

16. Definitions

In the Booking Contract, the following words and expressions shall, unless the context or circumstances require otherwise, have the meanings assigned to them below:

“Additional Charges” means charges applicable to the provision of the Exhibition Services which are charged other than Exhibition Charges including, as applicable, [delivery costs, costs incurred in insurance charges] and any other additional costs and expenses referred to in these Conditions.

“Advertising Services” means display of Your Branding in the Stampex International catalogue/show guide, and (where applicable as part of the Exhibition Services) on the Stampex International Website and otherwise as part of Stampex International.

“Booking Contract” means the contract for Exhibition Services between us and you created in accordance with clause 3, comprising a Booking Form and these Conditions, and any additional documentation we issue to you in writing.

“Booking Form” means the Booking Information and Contract form which we issue to you, as referred to in clause 3.

“Booking Period” means the period of the Booking Contract as set out in the Booking Form (if not cancelled earlier in accordance with these Conditions).

“Business Day” means a day (other than a Saturday, Sunday or public or bank holiday) on which the banks are ordinarily open for business in the City of London.

["Collection Point” means our Exhibition Furniture storage location specified in the Booking Form (or which we specify to you for these purposes) used for collection and return of Exhibition Furniture;]

“Commencement Date” means the first day on which your Exhibition Services commence under the Booking Contract during Stampex International.

“Conditions” means these terms and conditions.

“Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private

telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

“Exhibition Charges” means those charges set out in (or calculated in accordance with) the Booking Contract.

“Exhibition Furniture” means the item(s) of exhibition furniture and equipment to be hired by you as listed in the Booking Form, all substitutions or replacements of such furniture and equipment and all related accessories, manuals and instructions supplied as part of the Exhibition Services.

“Exhibition Services” means such of those items referred to in clause 2.1 which we are providing or making available to you under the Booking Contract.

“Exhibition Stand” means the exhibition stand(s) at Stampex International hired by you under the Booking Contract, details of which are allocated by us and notified to you (which we may amend upon notifying you).

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Replacement Cost” means the cost of replacing an Exhibition Stand or any Exhibition Furniture or part of it including but not limited to the cost of the item or part of it, any unpaid Exhibition Charges that would otherwise have been paid by you were it not for such replacement, and a reasonable administrative charge to be determined by us covering our cost of administering the replacement.

“Stampex International” means the 2019 Autumn Stampex International Exhibition taking place at The Business Design Centre, 52 Upper Street, Islington Green, London N1 0QH on the dates and times specified in the Booking Form.

“Stampex International Website” means the website listed in clause 2.1, or such other website we may use for Stampex International from time to time.

“we” means us, the PTS Stamp and Coin Exhibitions Limited as set out in clause 1.1 and in the Booking Contract (and **“us”** and **“our”** will have a corresponding meaning).

“you” means you, the Stampex International stand holder/exhibitor identified in the Booking Contract (and **“your”** will have a corresponding meaning).