

## TERMS AND CONDITIONS OF PARTICIPATION FOR PPMA UK GROUP EXHIBITORS OVERSEAS

There are three parties involved in the provision of the PPMA UK Group:

- PPMA LTD co-ordinates and manages the UK Group participation at the exhibition in relation to all other parties listed
- Department for International Trade, who administer the exhibitor grant funding for eligible companies
- The Show Organisers

These terms and conditions are necessary in order to protect all parties involved in the organisation of the UK group and to ensure eligibility for the exhibition grant funding where applicable. You will find below sets of terms and conditions for PPMA and Department for International Trade.

## PAVILION AND INDEPENDENT EXHIBITORS

Please read the enclosed information carefully and ensure that you are fully aware of the application process and all the terms and conditions.

## TERMS & CONDITIONS OF PARTICIPATION FOR UK GROUP EXHIBITORS

*Note: Before completing the application form you should read the conditions below. If you have any queries about these, Department for International Trade Terms & Conditions or the Application forms, please contact the International Services Department, PPMA.*

1. In these conditions the term "PPMA" means PPMA LTD. "Exhibitor" means the participating company on the PPMA application form and includes all employees, agents or distributors. "Department for International Trade" (formerly UKTI) is the Government Organisation that brings together the work of the Foreign & Commonwealth Office (FCO) and Department for Business, Innovation & Skills in support of British trade and investment overseas. "Supplier" means companies contracted by PPMA to supply services pursuant to the PPMA/UK Group.
2. Companies applying to exhibit as part of the UK Group can either take space within the Pavilion or can make their own arrangements for stand space. These terms and conditions apply to both options.
3. Unless expressly provided for in these conditions the Exhibitor shall indemnify PPMA against all claims, actions, demands or liability (including negligence) whatsoever and howsoever arising out of or in connection herewith or the supply of any services hereunder.
4. The Exhibitor undertakes to indemnify PPMA against all costs, charges, expenses, legal costs, claims or losses of any nature suffered by PPMA as a result of the Exhibitors failure to comply with:
  - a) Its contract with PPMA
  - b) Department for International Trade's terms and conditions (where applicable)
  - c) The terms and conditions of the show organisers
5. All stands must be booked in the name of a registered company and/or brand name.
6. Stand fees comprise rental of space, provision of a constructed stand with display aids as part of group of stands and are inclusive of administration charges.

7. Exhibitors must pay in full all invoices for stand fees as they fall due. Failure to do so may be regarded as a breach of contract. In such cases articles 17, 18 and 19 of this contract apply.
8. When applying for space and stand construction within a UK Pavilion all Exhibitors are required to comply in full with the terms and conditions as laid out by the Show Organisers and Department for International Trade.
9. No additions or alterations to a Pavilion stand are permitted except with the prior and written agreement of PPMA. Companies having received such an agreement are themselves responsible for seeking quotes, commissioning and payment of additional construction to the stand.
10. If the prices associated with a booking vary by more than 20% of those outlined in the original offer, PPMA undertakes to seek the agreement of the Exhibitor before enforcing the terms of this contract.
11. PPMA will endeavour to provide the size of stand requested within the Pavilion, but cannot guarantee in advance either the hall, position, configuration of stand or the total area that can be provided.
12. Where it is necessary to offer an area varying by more than 20% of the area requested, PPMA will first seek the agreement of the Exhibitor.
13. If a compromise cannot be reached, the Exhibitor remains responsible for payment of the whole of the stand. PPMA will make reasonable efforts to find a replacement Exhibitor.
14. Should it be necessary to allocate more or less space than originally requested, the Exhibitor must pay in full on receipt of an invoice for additional areas. PPMA will refund the difference in fees should a reduced area only be available.
15. Reasonable care will be taken in the allocation of space to avoid inclusion of pillars and fire hydrant access points within stand space.
16. PPMA is unable to guarantee sufficient space to satisfy the group requirements. Space will be allocated strictly in order of receipt of applications.
17. Where there is insufficient space to allocate a stand, the applicant company will be refunded stand and/or stand booking fees in full.
18. Exhibitors withdrawing from the Pavilion after the PPMA is committed to payments on the Exhibitor's behalf will forfeit their stand fees (see point 4) in full unless a replacement Exhibitor can be found. PPMA will attempt to find replacement exhibitors, but cannot guarantee to do so.
19. Where a replacement Exhibitor can be found 50% of the original booking will be retained to cover the additional administration costs incurred.
20. PPMA undertakes, on behalf of the exhibitors, to forward applications for exhibition grants to Department for International Trade. Grant application forms and Department for International Trade terms and conditions of support are available on request from the PPMA.
21. PPMA is not able to guarantee that Exhibitors will receive Department for International Trade support.
22. An Exhibitor remains responsible for their own compliance with the Department for International Trade exhibition Terms and Conditions. PPMA accepts no responsibility for any non-compliance action by Department for International Trade.

23. Where it is not possible to confirm that an Exhibitor is eligible for Department for International Trade support in advance of contracting for space, or in instances where an Exhibitor may have Department for International Trade support withdrawn after PPMA has contracted for space on behalf of an Exhibitor, the Exhibitor will remain liable for the full cost of providing the stand allocated.
24. PPMA will not authorise payment of any Department for International Trade grant monies to any company that has not previously paid stand fees and invoices for provision of services in full to PPMA or its suppliers.
25. Synopsis of Department for International Trade Terms and Conditions for companies in Department for International Trade supported exhibition joint venture groups:
  - (i) Stands must be in the name of UK registered company.
  - (ii) The company must be an SME under the EU definition.
  - (iii) Where any non-UK goods or services are to be promoted participants are able to clearly explain the associated economic benefits to the UK, if required.
  - (iv) The company name on the fascia board must be the same as that on the exhibition application form (company name/business brand name).
  - (v) The stands must be managed throughout the exhibition by competent personnel.
26. Exhibitors shall ensure that they have full insurance cover against accident, injury, loss or damage of any nature including public and product liability. Exhibitors will be liable for third party claims arising from their own stand fittings and for their proportion of the stand construction. Exhibitors shall also comply with all requirements of PPMA, the Exhibition Organiser and any applicable law in this regard.
27. If damage is caused to the Pavilion, stand or display aids supplied, Exhibitors will be charged the full cost of replacement of the damaged items.
28. Exhibitors are prohibited from embellishing the fascia panels of their stands by use of additional graphics, or display aids unless by prior agreement with PPMA.
29. Exhibitors must not promote their presence and exhibits in a manner likely to cause offence, or nuisance to other exhibitors, or in contravention of the organisers' terms and conditions of participation.
30. From time to time, PPMA may appoint service companies to offer group freight, travel, accommodation, promotion and other services as may be thought in the interest of the exhibiting companies. Where PPMA makes such appointments, Exhibitors are free to make use of the services of such companies at their own risk. Such appointments are made in the interest of reducing individual costs for joint venture participants. Exhibitors are not obliged to use such services.
31. PPMA does not accept responsibility for the performance, actions or negligence of contractors appointed by Exhibitors.
32. Where an event is postponed or cancelled for reasons beyond the control of PPMA, reasonable efforts will be made to reclaim any fees from the organisers and/or contractors, and to refund such fees, net of any administration charges incurred by the PPMA.
33. PPMA reserves the right to raise a surcharge on stand fees, in the event of significant currency fluctuation.
34. Each company must pay the PPMA management fee on the due date. The management fee applies to all companies exhibiting within the UK Group whether they are exhibiting on the Pavilion or independently. Companies exhibiting as part of the UK Group but with no Department

for International Trade support are also obliged to pay the management fee. The management fee is non-refundable.

35. In signing the Application Form your company agrees to be bound by these Terms and Conditions and the Terms and Conditions of the Show Organiser and those of Department for International Trade if applicable.
36. Force majeure – PPMA shall be entitled, without liability on its part and without prejudice to its other rights, to terminate a contract or any unfulfilled part thereof or, at its option, to suspend or give partial performance under it, if performance by PPMA or by its suppliers is prevented, hindered or delayed whether directly or indirectly by reason of any cause whatsoever beyond PPMA's or its supplier reasonable control, whether such cause existed on the date when the contract was made or not.

**GROUP ORGANISER**

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