



## **DEFENCE AND SECURITY INTERNATIONAL (DSEI) 2013 – UK PAVILION**

**10-13 September 2013**  
**ExCeL Centre, London**

Defence and Security Equipment International (DSEI) is recognised as the world's largest land, sea and air biennial defence and security exhibition, bringing together senior international trade and military experts from across the entire supply chain in an optimal business environment.

Following a very successful participation at DSEI 2011, ADS are pleased to announce that we will again be managing the UK Pavilion and have secured over 3000 Sq.m. of space within the South Hall for DSEI 2013.

ADS are offering companies the option to book a walk-on shell scheme stand package or space only area for those companies looking to build their own stand.

### **The benefits of exhibiting within the UK Pavilion are:**

- ✓ Favoured location
- ✓ UK representation and enhanced visibility as a group
- ✓ Pre / Post event and on site ADS management
- ✓ VIP/Delegation Co-ordination
- ✓ Dedicated UK Group brochure
- ✓ Hospitality area
- ✓ Customised shell scheme
- ✓ Assistance with PR exposure prior to and at the show
- ✓ Negotiated travel and freight packages

### **Statistics from DSEI 2011:**

- ✓ 1,391 exhibiting companies from 46 countries
- ✓ 30 national pavilions
- ✓ 75 official defence delegations attended from 55 nations
- ✓ 28,400 trade visitors attended over 4 days
- ✓ 396 international media representatives were accredited
- ✓ 33,473m<sup>2</sup> sqm of exhibition space was sold

To participate at DSEI 2013 within the UK Pavilion, please complete and return the attached application form, together with your payment details for the 50% deposit. Please note that applications without payment details will not be considered.

Victoria Flett  
Head of Defence Sector Events

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Email: [victoria.flett@adsgroup.org.uk](mailto:victoria.flett@adsgroup.org.uk)

## DSEI 2013

### UK PAVILION GENERAL INFORMATION

#### UK GROUP LOCATION & LAYOUT

Sites will be allocated on a first come first served basis. Where ever possible we will accommodate your preferred stand location. However this may not always be possible particularly where changes are requested by the exhibition organiser or in order to make the most economical use of the floor space available. Please indicate your preferred stand locations on the booking form. NOTE: stand numbers shown are for reference purposes **only** – final numbers will be allocated by the Organisers. Confirmation of your stand booking will be sent to you shortly after receipt of application and payment of the 50% deposit.



*A typical shell scheme stand design for illustration purposes only*

#### SHELL SCHEME “WALK-ON PACKAGE”

Minimum area available 6 Sq.m.

Each shell scheme stand will be provided with a themed “walk on package” which will include carpet, walls with display surface, company name, lighting, an electric power point and UK branding (PLEASE NOTE, NO STORAGE AREA IS AVAILABLE FOR TRANSIT PACKING CASES FOR EXHIBITS.) If you transport items yourself, it is your responsibility to remove them from site during the exhibition. Additional furniture will also be available from our stand contractor. The UK group will portray a co-ordinated UK image at this event by use of stand design and theming.

#### SPACE ONLY

Minimum area available 18 Sq.m.

Those companies wishing to use larger areas to construct their own stands or display large exhibits such as vehicles are able to book space only sites. You will still be in a position to use ADS facilities on site, but, all design and construction of the stand, including electrics and carpet, will be your responsibility.

#### NOTE – SELF BUILD REGULATIONS:

Any display panels/walls on the stand exceeding 1 metre in height must not extend for more than half of any one side of the stand (unless the length is an adjoining back wall of another stand). This is to ensure no stand is enclosed and no neighbouring stand is over shadowed. The rear of any such display/wall must be finished or covered professionally to ensure no framework or supports are visible. Stand design drawings must be submitted to ADS as well as the exhibition organisers for approval.

#### UK GROUP FACILITIES

- **Hospitality:** For those wishing to take refreshments throughout each day or entertain guests away from their stand, a hospitality area will be provided serving hot & cold drinks and light snacks.
- **UK Publicity Information:** ADS will ensure company's literature is available at the press office. This information will also be available from the ADS stand for visiting journalists, VIPs and visitors to the group during the exhibition. A UK Pavilion brochure will be compiled containing exhibitors contact details and products and services listing along with a layout of the group. This will be distributed to visitors at the exhibition.
- **ADS Resources:** Management and liaison with the organisers will be handled on behalf of exhibiting companies by ADS personnel dedicated to the DSEI 2013 exhibition for the duration of your involvement, both in the office and onsite during the exhibition.

#### SUMMARY OF COST OF PARTICIPATION

**Shell Scheme Package:** £645 + VAT = £774/Sq.m.

**Space Only:** £470 + VAT = £564/Sq.m.

#### **ADS Non Member Management Fees:**

6-36 Sq.m. £500 + VAT = £600

36+ Sq.m. £900 + VAT = £1080

**Organisers Registration Fee:** Not applicable to UK Pavilion participants

**Organisers Corner Charges:** Not applicable to UK Pavilion participants

**Double Decker Fee:** If you decide to build an additional level to your stand, you will be charged £165 per Sq.m. for the upper level floor space. You are required to make this payment direct to the Organisers. Please note your requirements on the attached application form and I will liaise with the Organisers on your behalf.

## **APPLICATION FORM**

Please complete and return the attached application form to ADS with payment details for 50% of the total amount.

Further details including access to the Exhibitors' Manual, which will include all the exhibitor forms issued by the DSEI organisers, will be supplied in due course.

## **APPOINTED CONTRACTORS**

### **STAND DESIGN AND CONSTRUCTION:**

ADS have appointed nf-x to carry out the design and construction of the UK Group shell stands and communal areas. Details of the shell scheme package will follow in due course:

nf-x  
Field View  
Back Lane  
Harborough Magna  
Rugby  
CV23 0HT  
Tel: 01788 834671  
Fax: 01788 823672  
Contact: Nick Forman  
Email: [nick.forman@nf-x.co.uk](mailto:nick.forman@nf-x.co.uk)

### **FREIGHT:**

ADS have appointed Premier Showfreight to handle freight for the UK group at DSEI 2013. Please contact them for a quotation and confirmation of sea and air freight services available.

Premier Showfreight  
Airport House  
Purley Way  
Croydon  
Surrey  
CR0 0XZ  
Contact: Carol Huggins  
Tel: 020 8915 1070  
Fax: 020 8915 1050  
Email: [carol@premiershowfreight.com](mailto:carol@premiershowfreight.com)

## **EXPORT AND TRADE CONTROL LICENCES**

X-listed Security-cleared Companies are reminded that they must ensure that they always have 680 clearances from EPA, at the UK MoD, for any and all promotional or contract negotiation activities associated with goods and technologies which are assessed by DDefSy as being "protectively marked" or for technology which has not yet received a classification. Also, shipments of controllable goods, permanently or temporarily, must not be made through making use of a carrier belonging to a country to which their sale is embargoed.

Exhibitors should be aware that their products, technology and / or commercial publicity and information may require to be licensed for export from the UK, even if on a temporary basis. In addition, since 2004, they may need Trade Control Licenses in respect of any involvement in the arrangement or facilitation of the movement of certain goods between two or more overseas nations without the goods touching UK soil. For further details, contact the Helpdesk at the Export Control Organisation (Tel: 020 7215 4594; E-Mail: [eco.help@bis.gsi.gov.uk](mailto:eco.help@bis.gsi.gov.uk)).

**In all cases it is companies' direct responsibility to ensure the proper Export Licence and/or Trade Control Licence is in their possession before the activity takes place. ADS Group accepts no legal responsibility for any actions resulting in prosecutions arising from a failure to obtain necessary export or trade control licences from the British Government prior to exhibitions taking place.**

**DSEI 2013 - UK Pavilion**10-13 September  
ExCeL, London

For ADS office use only

**ORG ID**  **BOOKING REF** 
**COMPANY / ORGANISATION AND CONTACT**

Company Name		<input type="text"/>	
Address		<input type="text"/>	
<input type="text"/>		<input type="text"/>	
Contact Name	<input type="text"/>	Post Code	<input type="text"/>
Position	<input type="text"/>	Website	<input type="text"/>
Email	<input type="text"/>	Fax	<input type="text"/>
Telephone	<input type="text"/>	Mobile	<input type="text"/>

**EXHIBITOR COSTINGS:**
**Preferred Stand Location**  **Block number:** 
**Total space requirement Sq.m.** 

Please note that second level charges (double decker fee) will be invoiced separately by the Organisers (Clarion Events)

**Shell Scheme "Walk-on Package" £645.00 + £129.00 VAT @ 20% = £774.00 per Sq.m. (min 6 Sq.m.)** £ 
**Space Only £470.00 + £94.00 VAT @ 20% = £564.00 per Sq.m. (min 18 Sq.m.)** £ 
**ADS Non Member Management Fee**6-36 Sq.m. = £500.00 + £100.00 VAT @ 20% = £600.00 £ 36+ Sq.m. = £900.00 + £180.00 VAT @ 20% = £1080.00 £ **Total Cost** £ **50% deposit payable with application** £ 

- Payment in advance is required to secure your booking and should be received with this application form.
- Cancellations: Charges will apply. Please read the Terms and Conditions for Participation in ADS Events accompanying this application form.
- Submitting a completed application form confirms your agreement to the Terms and Conditions for Participation in ADS events.
- Submitting a completed application form confirms your agreement to the Organisers (Clarion Events) Terms and Conditions (excluding payment information).
- Submission of the credit card information below confirms your agreement to debit those details for the required booking payment.

**METHOD OF PAYMENT** - Please tick relevant box      Credit Card       Cheque       BACS 
**CREDIT CARD:** Please tick relevant box      VISA\*       VISA Debit\*       MasterCard\*       AmEx\*\* 
Card No: Name as it appears on card: Expiry Date:       Maestro No:       CVI No Registered Card Address: Post Code:       Signature: 

\* For VISA, VISA Debit or MasterCard payments please enter the three digit CVI number or security code from the reverse of the card.

\*\* American Express credit cards are subject to a 3.85% fee. Please include the four digit CVI number or security code from the front of the card.

Please note: ADS will destroy the CVI code once payment has been processed.

**CHEQUE:** I enclose a cheque for £  made payable to "ADS Group Limited"**BACS:** A Purchase Order number or Company Reference MUST be quoted with a Bank Transfer payment 

Sort Code: 60 - 08 - 13    Account Number: 58057145    IBAN GB68 NWBK 6008 1358 0571 45    VAT Registration Number 991 2734 95

National Westminster Bank, 2 Alexandra Road, Farnborough, Hampshire, GU14 6YR, UK. A receipted invoice will be forwarded.

**PLEASE SEND YOUR COMPLETED BOOKING FORM TOGETHER WITH PAYMENT TO:**  
**Victoria Flett, ADS Group Ltd, ShowCentre, ETPS Road, Farnborough, Hampshire, GU14 6FD, UK**  
**Tel: +44 (0) 207 091 7821 Fax: +44 (0) 207 091 4545 Email: victoria.flett@adsgroup.org.uk**

# TERMS AND CONDITIONS FOR PARTICIPATION IN ADS EVENTS

## 1. Definitions

In these terms and conditions the following words and expressions shall have the meaning as shown:

<b>Application</b>	means the request made by the Participant to attend or participate in the Event and submitted in the manner specified to the ADS Group.
<b>Contract</b>	is the contract formed between the Participant and the ADS Group as a result of the Application being accepted by the ADS Group.
<b>ADS Group and ADS</b>	means ADS Group Limited.
<b>Event</b>	means the conference, exhibition, seminar, demonstration, meeting, lunch, dinner, or other type of occurrence to which the Application refers.
<b>Organiser</b>	means the owner or organiser of an exhibition with whom the ADS Group has leased an area exhibition space for sub-letting in parts to a number of Participants.
<b>Participant</b>	means any individual, firm or corporate body (which expression shall include where the context admits, its assignees and successors) taking part in or attending an Event organised or managed by the ADS Group).
<b>Price</b>	means the total sum payable by the Participant to the ADS Group in connection with an Event.

## 2. General

Participation in any Event organised by the ADS Group is subject to the terms and conditions given below and all other terms and conditions contained in any purchase order or proposed by a Participant are excluded from the contract, including any variation, unless agreed by the ADS Group in writing. Submission of a completed Application to participate in or attend an Event organised by the ADS Group shall constitute acceptance of these terms. The ADS Group reserves the right to refuse an Application without explanation.

The headings in these terms and conditions are for convenience only and shall not affect interpretation of a clause.

## 3. Prices

The price or prices for participating in an Event will be as shown on the application form. All prices exclude VAT.

## 4. Payment

Payment for attending or participating in an Event must be made in accordance with the information given in the application form prior to commencement of the Event unless agreed otherwise in writing. Any additional or extra charges arising during the course of an Event and for which the Participant is liable must be paid within 30 calendar days of the date of the ADS Group's invoice for these sums.

## 5. Entry and Admission

No admission tickets, passes, itineraries, maps, exhibition stand allocations or other information required to attend or participate in an Event will be issued to a Participant until Payment has been received. The ADS Group reserves the right to refuse admission to any person or to remove persons from an Event without explanation.

## 6. Variations and Amendments

A Participant wishing to vary or amend their Application must notify the ADS Group in writing as soon as possible. The ADS Group will use reasonable endeavours to accommodate requests for change and the Participant will be liable for any increase in Price arising from the variation or amendment.

If, for any reason, the ADS Group has to change any of the arrangements relating to an Event it will inform Participants forthwith and use reasonable endeavours to minimise the impact of the changes.

## 7. Transfer

The right of a Participant to take part in or attend an Event arising from acceptance by the ADS Group is personal to the Participant and may not be sold, transferred or given, in whole or in part, to a third party without the written permission of the ADS Group.

## 8. Cancellation

### 8.1 Cancellation by the ADS Group

If, for any reason, it becomes necessary for the ADS Group to cancel an Event all monies paid will be refunded less an administration fee to cover any costs already incurred by the ADS Group.

### 8.2 Cancellation by the Participant

#### 8.2.1 if the value of the contract is £1,000 or less excluding VAT

In the event that a Participant wishes to cancel his participation in an Event the following will apply:

Cancellation more than 28 calendar days prior to commencement of Event: refund of all sums paid.

Cancellation less than 28 calendar days but more than 7 calendar days prior to commencement of an Event: refund of 50% of total price. Note – if payments up to the time of cancellation amount to less than 50% of the total price, the difference between that paid to date and 50% of the total price will become payable with immediate effect.

Cancellation 7 calendar days or less prior the commencement of Event no refund and all outstanding sums become payable with immediate effect.

#### 8.2.2 if the value of the Contract is greater than £1,000 excluding VAT

In the event that a Participant wishes to cancel his participation in an Event the following will apply:

Cancellation more than 120 calendar days prior to commencement of Event: refund of all sums paid only if the ADS Group is able to re-sell the booking allocated to a cancelling Participant to another Participant.

Cancellation less than 120 calendar days but more than 28 calendar days prior to commencement of an Event: refund of 50% of total price only if the ADS Group is able to re-sell the booking allocated to a cancelling Participant to another Participant. Note – if payments up to the time of cancellation amount to less than 50% of the total price, the difference between that paid to date and 50% of the total price will become payable with immediate effect.

Cancellation 28 calendar days or less prior the commencement of Event: no refund and all outstanding sums become payable with immediate effect.

### 8.3 Cancellation by a Third Party

If the Event is cancelled or abandoned or suspended in whole or in part by a third party, for example as a result of civil unrest, all monies paid will be refunded less an administration fee to cover any costs already incurred by the ADS Group

## 9. Liability

The ADS Group will not be liable in contract, tort or otherwise for any loss of profit, special or consequential loss or damage e.g. loss of use, or any costs or expenses, or other claims whether caused by the ADS Group, its employees, agents, servant or otherwise, arising from a Participant attending or taking part in an Event. This provision will not apply to claims in respect of death or personal injury.

The liability of the ADS Group to the Participant for all claims in aggregate attributable to any one event and arising from a Participant attending or taking part in an Event shall not exceed the total price paid by the Participant.

## 10. Indemnity

The Participant shall indemnify, and keep the ADS Group indemnified, against:

1. Any claim for an infringement by the Participant of a patent, registered design, trademark or copyright.
2. Failure of the Participant to pay any royalties.
3. Any action by the Participant, its employees, servants and agents in connection with the Event.
4. Failure by the Participant to comply with the Export Controls Act 2002 or the Manual of Protective Security including the provisions of Form 680.

## 11. Insurance

The Participant shall put in place and maintain insurance to cover claims arising from or in connection with the Event for third party death or personal injury and loss or damage to property including personal property. In addition, the Participant shall have in place a minimum of £5m Public Liability insurance.

If the Event is an exhibition then the Participant must ensure that his exhibits and other property are adequately insured throughout the period of the exhibition including transport to and from the exhibition site and stand build-up and breakdown periods. The Participant will hold harmless the ADS Group and the Organiser for any loss or damage to his property incurred as a result of taking part in or attending an Event.

## 12. Force Majeure

Neither the ADS Group nor the Participant shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations under the Contract, if the delay or failure was due to a cause beyond that party's reasonable control.

## 13. Export Control Act 2002 and Manual of Protective Security

Participants shall ensure that their employees, servants, agents or otherwise comply with the requirements of the Export Control Act 2002 and the Manual of Protective Security, including the provisions of Form 680, during the course of an Event. The ADS Group accepts no liability for any costs or damages incurred by the Participant as a result of their failure to comply.

## 14. Rights of Third Parties

No right is granted under the Contract to any person who is not a party to the Contract to enforce any term of the Contract in his own right and the ADS Group and the Participant declare they have no intention to grant any such right.

## 15. Bankruptcy or Insolvency

The ADS Group may cancel the Contract after the beginning of any bankruptcy or insolvency proceeding by or against the Participant, or after the appointment of an assignee for the benefit of the Participant's creditors, or a receiver.

## 16. Hazardous Goods

The Participant undertakes not to bring any item or substance to an event whose movement or use is governed by the legislation of the country hosting the event

## 17. Common Industry Standards For Aerospace and Defence

Participants and their employees, agents, servants shall at all times in connection with the Event comply with the ethical standards set out in the AeroSpace and Defence Industries Association of Europe (ASD) Common Industry Standards copies of which are available from the ASD website at [www.asd-europe.org](http://www.asd-europe.org)

## 18. Conflict

Where the Event is an exhibition and there is a conflict between the terms and conditions of the Organiser and these terms and conditions, the former shall prevail.

## 19. Applicable Law

These terms and conditions and any Contract resulting from acceptance by the ADS Group of an Application shall be governed and construed in accordance with English Law and the ADS Group and the Participant shall submit to the exclusive jurisdiction of the English courts in England.

# TERMS & CONDITIONS

## A. COMPLIANCE AND ELIGIBILITY TO EXHIBIT

### A. UK Export Control Act 2002

This act covers the exportation of goods, the transfer of technology, the provision of technical assistance overseas and activities connected with trade in controlled goods. Exhibitors whose activities may be impacted by this Act and associated control orders are to ensure they have the necessary licenses and mechanisms in place.

Further information can be found at: <http://www.berr.gov.uk/whatwedo/europeandtrade/strategic-export-control/legislation/export-control-act-2002/eca-2002-guidance/index.html>

### B. Equipment, services and documentation exhibited or promoted

1. Equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed, must comply with UK Law and the UK's international undertakings, EU/UN Law and EU/UN international undertakings.
2. The following equipment and services are prohibited at DSEi:
  - a. Restraints specifically designed for restraining human beings, as follows:
    - i. Leg irons, gang chains, shackles and individual cuffs or shackle bracelets except those that are ordinary hand cuffs
    - ii. Restraint chairs unless designed for disabled persons
    - iii. Thumb cuffs and thumbscrews including serrated thumb cuffs.
    - iv. Electric shock belts<sup>3</sup>
  - b. Portable devices designed or modified for the purpose of riot control or self-protection by the administration of an electric shock, including electric-shock batons, electric-shock shield, stun guns and electric shock dart guns<sup>4</sup> (including Tasers) and components specifically designed or modified for such purposes.
  - c. Landmines, anti-personnel mines and anti-material cartridges.
  - d. All cluster and non-unitary munitions with the exception of those specified in paragraph 3 below.
3. The only non-unitary munitions permitted to be promoted or displayed at DSEi are those which comply with the provisions of the Oslo Accord. Specifically they must have all of the following characteristics:
  - a. each munition contains fewer than ten explosive sub-munitions.
  - b. each explosive sub-munition weighs more than four kilograms.
  - c. each explosive sub-munition is designed to detect and engage a single target object.
  - d. each explosive sub-munition is equipped with an electronic self-destruction mechanism.
  - e. each explosive sub-munition is equipped with an electronic self-deactivating feature.

All other non-unitary munitions, explosive sub-munitions and explosive bomblets, together with components specifically designed for such cluster munitions<sup>5</sup>, explosive sub-munitions<sup>6</sup> or explosive bomblets<sup>7</sup> are prohibited. This exclusion does not, however, apply to conventional munitions which are designed to dispense flares, smoke, pyrotechnics or chaff, electrical or electronic effects or which are designed exclusively for an air defence role.

### DEFINITIONS:

1. Shackles designed for restraining human beings having an overall dimension including chain when measured from the outer edge of one cuff to the outer edge of the other cuff of between 240mm and 280mm when locked.
2. Ordinary handcuffs are handcuffs which have a dimension, including chain, measured from the outer edge of one cuff to the outer edge of the other cuff of between 150mm and 240mm when locked and which have not been modified to cause physical pain or suffering.
3. Electric-shock belts designed for restraining human beings by the administration of an electric shock.
4. All electric-shock dart guns.
5. Cluster munitions means conventional munitions designed to disperse or release explosive sub-munitions.
6. Explosive sub-munitions means conventional munitions, weighing less than 20 kilograms each, which, in order to perform their task, are dispersed or released from another conventional munition and which are designed to function by detonating an explosive charge prior to, on or after impact. The Organisers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.
7. Explosive bomblets means conventional munitions, weighing less than 20 kilograms each, which are not self-propelled and which, in order to perform their task, are specifically designed to be dispersed or released

by a dispenser affixed to an aircraft, and are designed to function by detonating an explosive charge prior to, on or after impact.

### FOOTNOTES:

1. Compliance audits will take place before and throughout DSEi to ensure that equipment, services, documentation and all other forms of visual promotion and display exhibited comply with the above-mentioned undertakings.
2. Exhibitors promoting or exhibiting prohibited items, either overtly or covertly during the exhibition, will be in breach of their contract with the organisers and will forfeit their right to exhibit at DSEi. The Organisers will take appropriate action which may involve the removal of equipment, documentation and/or visual promotional material from the stand into safe custody. The stand may be closed immediately and the exhibitor will have no claim for redress against the Organisers, nor any refund for loss of fees.
3. Exhibitors will not be permitted to exhibit if their sole or predominant aim is to import for immediate resale.
4. The Organisers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.

Note: services in respect of the list of prohibited equipment are also prohibited.

### C. Dangerous exhibits, prohibited weapons, firearms & hazardous equipment

Any exhibitor, who, by way of trade or business, manufacturers, sells, transfers, repairs, tests or proves or exposes for sale or transfer or has in his possession for sale, repair, test or proof any firearm or ammunition to which Sections 1 and 5 of the Great Britain Firearms Act 1968 (as amended) apply, must first obtain a Metropolitan Police Service Registered Firearms Dealer Certificate to cover their temporary exhibiting activities at ExCeL. In addition, any exhibitor who has in his possession or purchases or acquires, or manufactures sells or transfers any firearm and ammunition to which Section 5 of the Act applies also requires a separate authority issued by the Home Office to cover their activities at ExCeL (full details will be issued with the exhibitors' handbook). Failure to obtain a Registered Firearms Dealer certificate and Section 5 authority, as applicable, prior to arrival in the UK will preclude an exhibitor from exhibiting. Any exhibitor who attempts to exhibit or sell any firearm or ammunition without the appropriate certificate and authority will be liable to prosecution.

### D. Exhibitor registration & accreditation

All personnel attending DSEi, including exhibitors' stand personnel, representatives, guests, contractors/subcontractors (stand build and services) and security personnel who will be working on stands and hospitality areas, must be pre-registered to attend DSEi. It is the responsibility of the exhibitor to check the bonafides of all personnel that they register to attend DSEi. All exhibitors must inform the Organisers of any private security officers or security officers from their own company who may be onsite during DSEi. The exhibitor takes responsibility for the bonafides of such security officers, including Security Industry Association licensing checks, where applicable. Security Officers employed by exhibitors have jurisdiction on their tenancy areas only and are not permitted to carry out any duties elsewhere within ExCeL. Information regarding exhibitors' security and licensing is to be provided to the Organisers on request. Security Officers and Police Officers employed by the Organisers and Organisers Security Management have primacy in all matters concerning breaches of security and have right of access to all tenancy areas.

## B. COMMENCEMENT OF CONTRACT

The Exhibitor's offer to exhibit is made on receipt by the Organiser of the signed Exhibition Space Contract. The Organiser's acceptance is made upon dispatch of the contract countersigned by the Organisers.

## C. PAYMENT TERMS

The first payment of 25% of Space Rental, along with full registration, corner and insurance fees, will be invoiced on booking and is due immediately.

The second payment of 25% of Space Rental will be invoiced with payment due 1 September 2012.

The third payment of 25% of Space Rental will be invoiced with payment due 1 January 2013.

The final payment of 25% of Space Rental will be invoiced with payment due 1 April 2013.

Exhibitors booking space **after 1 August 2012** will be initially invoiced for 50% of Rental along with full registration, corner and insurance fees.

Exhibitors booking space **after 1 December 2012** will be initially invoiced for 75% of Rental along with full registration, corner and insurance fees

Exhibitors booking space **after 1 March 2013** will be initially invoiced for 100% of Rental along with full registration, corner and insurance fees.



# TERMS & CONDITIONS

Day Hire Suites and meeting rooms will be invoiced at 100% on booking. All contracted opportunities across DSEi 2013 including Space Rental, Add-ons, Sponsorship and any invoiced fees require full payment prior to the 9th of September 2013.

The organiser retains the right to cancel any Exhibitor's participation with immediate effect should the payment terms be breached.

It is possible to Bank Transfer direct into our account to the following detail:

**Account Name:**

Clarion Defence (UK) Ltd National Westminster Bank,  
PO Box 12258 1 Princes Street  
London EC2R 8PA

**Account Number:** 39378411

**Sort Code:** 60-00-01

**SWIFT Code:** NWBKGB 2L

**IBAN Code:** GB59 NWBK 6000 01393 78411

## D. CANCELLATION AND REDUCTION TERMS AND CHARGES

An Exhibitor wishing to cancel or reduce a confirmed stand reservation may do so only by written notice to the Organiser, and the following charges will apply:

**If cancelled/reduced prior to 1 September 2012**

25% of Rental will be retained or invoiced as a cancellation fee if unpaid.

**If cancelled/reduced prior to 1 January 2013**

50% of Rental will be retained or invoiced as a cancellation fee if unpaid.

**If cancelled/reduced prior to 1 April 2013**

75% of Rental will be retained or invoiced as a cancellation fee if unpaid.

**If cancelled/reduced after 1 April 2013**

100% of Rental will be retained or invoiced as a cancellation fee if unpaid.

Cancellation shall be deemed to take place on the day of receipt and acceptance by the Organiser of written notification from the Exhibitor.

## E. INCORPORATION OF RULES & REGULATIONS

By signing this exhibition space contract the exhibitor accepts without reservation the terms set out in this contract and terms & conditions document which have been received, read and understood and agrees to accept the Rules & Regulations in the Exhibitor Handbook any subsequent reasonable amendments or instructions issued by the Organiser.

## F. FULL TERMS & CONDITIONS

### 1. CONTRACT

By signing the Exhibition Space Contract, the Exhibitor accepts without reservation the following:

- 1.1 The terms of the Exhibition Space Contract;
- 1.2 All regulations contained in these Contract Terms and Conditions and the Exhibitors' Handbook and any reasonable instructions subsequently issued by the Organisers;
- 1.3 The provisions of public and private law, fire and local authority regulations applicable to exhibitions held in the UK;
- 1.4 Health and safety regulations in the Exhibitors' Handbook plus any regulations or instructions concerning safety or security sent to the Exhibitor once the Organisers have received the Exhibition Space Contract.

### 2. BOOKING CONDITIONS

The Exhibitor must keep the Organisers informed of changes in contact details for personnel involved in the organisation of the stand at DSEi, particularly any changes of address for exhibition information.

### 3. ALLOCATION OF SPACE

- 3.1 The method of determining the allocation of exhibit space shall be established by the Organisers and may be changed from time to time, with notice to Exhibitors in order to accommodate what the Organisers perceive to be in the best interests of DSEi.
- 3.2 Any layout plans made available to Exhibitors are for illustrative purposes only and do not constitute a guarantee that any particular Exhibitor will be positioned next to or near any other Exhibitor. The Organisers will, however, use reasonable endeavour to meet Exhibitors' requests on these matters.

### 4. SUBMISSION OF PLANS FOR SPACE ONLY AND MULTI-LEVEL SITES AND HOSPITALITY SUITES

- 4.1 Exhibitors must submit designs for space only stands and multi-level stands no later than 31st May 2013. They should be submitted to the Organisers for their approval and the consent of the local authority and venue owners where appropriate. It is not necessary to submit plans of internal fittings to shell scheme stands, provided that height (2.5 metres maximum), boundary and fascia regulations set out in the Exhibitors' Handbook are not infringed. All materials used must comply with the fire regulations of the local and exhibition authorities and building regulations. All custom built stands must have their stand number and company name displayed prominently on open sides and must comply with the Exhibitors' Handbook and Space Only Guide.
- 4.2 Fees apply for the approval of complex and multi-level stands. The Organisers' decision as to whether approval of a particular stand attracts a fee is final.
- 4.3 Plans for internal modifications to the hospitality suite layout must be submitted to the Organisers for approval in accordance with the Exhibitors' Handbook.

### 5. STAND BOUNDARIES

All exhibits must be kept within the boundaries of the Exhibitor's space at all times. No Exhibitor may obstruct the gangways with exhibit material, nor may any display material protrude from the boundaries of the Exhibitor's space. All distribution of literature must take place from within the boundaries of the Exhibitor's space and not in the gangways or any other area of the halls.

### 6. ELECTRICAL INSTALLATIONS

The Exhibitor should note that the Organisers will use reasonable endeavour to ensure that the electrical equipment is installed and electricity is supplied as requested but the Organisers do not accept responsibility for any failure to do so. Exhibitors shall contract directly with the official Electrical Contractor (save where included in packages) and comply with the terms of the Exhibitors' Handbook in relation to installation of electrical equipment.

Exhibitors should read and abide by the electrical regulations in the Exhibitor Handbook and Space Only Guide (where applicable). Exhibitors should request a technical floor plan to determine the position of their electrical supply.

### 7. DAMAGE TO VENUE

- 7.1 The Exhibitor shall not cause or permit any damage to the halls, the hospitality suites and overall site areas of the venue and any of its fixtures and fittings or interfere with the structure of the venue. All carpet tape adhering to the fabric of the building must be removed by the Contractor prior to final departure from the site; if the venue owners are obliged to remove tape a charge will be levied on the Exhibitor concerned. Any Exhibitor in breach of this shall indemnify the Organisers in respect of any claim for such damage by the venue owner or third party.
- 7.2 At the end of the breakdown period according to the timetable in the Exhibitors' Handbook all exhibits and Exhibitor's property shall be removed from the venue and the Exhibitor shall indemnify the Organisers for any costs incurred in removing any Exhibitor's property from the venue.

### 8. HEALTH & SAFETY REGULATIONS AND HEALTH & SAFETY AT WORK ACT

- 8.1 The Exhibitor must familiarise himself with and abide by the Health & Safety Laws and Regulations as set out in the Exhibitors' Handbook, the relevant UK health and safety law and regulations and the Health and Safety at Work Act ('H&S Regulations').
- 8.2 An exhibition stand is a workplace in itself and the Exhibitor is responsible for the health and safety of that work place during the construction, use and dismantling of the stand. The Exhibitor thus has a legal duty of care for anyone on or near the stand who may be affected by the actions or omissions of the stand Contractors or exhibiting staff.
- 8.3 Stands must be constructed in such a way as to keep visitors off other stands and out of the aisles. Exhibitors' stand designs must show areas designated for visitors viewing displays.

# TERMS & CONDITIONS

- 8.4 Exhibitors must ensure that all employees, Contractors, sub-Contractors and agents, in the construction and dismantling of their stands/exhibits, and in the course of all work carried out on site by all or any of them, take all necessary steps to comply with the H&S Regulations.
- 8.5 The Organisers are responsible for the safety of the site and will appoint a suitable safety officer whose role it will be, in conjunction with the Health & Safety Executive, to create and maintain a safe environment during the build up, show period and break down. Any Exhibitor or Contractor who ignores reasonable instructions from the safety officer will not be permitted to continue work on his stand until the offending practices are corrected. Continual failure to comply with the safety officer's instructions will result in the Contractor or Exhibitor being asked to leave the site. All operating machinery must have safety guards and be surrounded by clear space. All towers or ladders must be secured safely. It is the Exhibitor's responsibility to ensure that their Contractors are aware of these mandatory requirements, and Exhibitors and Contractors are required to undertake suitable and sufficient risk assessment, covering all activities associated with their participation at the event.
- 8.6 In the interest of safety, any Exhibitor or Contractor working at the event must ensure that rubbish or unwanted material is removed from the site to a skip provided outside the venue by the Organisers or specific waste removal as arranged by the official cleaning Contractors. At the end of each working day Exhibitors and Contractors are to ensure that all rubbish is removed.

## 9. PERFORMING RIGHTS/PHONOGRAPHIC PERFORMANCE/SOUND LEVELS

- 9.1 Exhibitors intending to play music on stand as an accompaniment to video or live demonstrations, whether live or from records, tapes, discs, or videos, are advised that the Organisers do not hold a licence for the performance of music. Under the conditions of the 1988 Copyright Designs and Patents Act Exhibitors wishing to have music broadcast from their stand must apply for licences from both Phonographic Performance Ltd and The Performing Rights Society. The Organisers reserve the right to restrict live performances in the interests of other Exhibitors.
- 9.2 The Organisers reserve the right to monitor, and where necessary, determine the acceptable level of sound of equipment, entertainment and audio visual presentations.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Queries concerning Patents should be made to the UK Patents Office, +44 (0)20 7405 8721, and regarding the Registered Designs Act to the Designs Registry at the same number. The Organisers will not be liable for any loss or damage the Exhibitor may sustain in respect of infringement of any patent arising out of participation at DSEi.
- 10.2 Unless otherwise stated copyright shall belong to the Organisers in any DSEi publication (including its contents whether or not it is provided by the Organisers) and no part of any such publication may be reproduced in any medium without its express written consent. Any material and copyright works (except advertisements) provided for publication by the Exhibitor shall become the property of the Organisers.
- 10.3 The Organisers do not accept any responsibility for any errors or omissions which may occur in DSEi publications or broadcasts.
- 10.4 Stands, exhibits or features may not be photographed, drawn, copied or reproduced without the written permission of the Organisers. The Organisers reserve the right to take photographs of Exhibitors' stands and products displayed at DSEi for the purposes of promoting DSEi and future exhibitions.

## 11. INSURANCE

- 11.1 "Standard Insurance" has been arranged on your behalf. The standard cover and limits required are:
- Exhibition Expenses. The full value of lost expenses directly incurred in connection with the exhibition as a result of Cancellation, Abandonment, Postponement, Curtailment, failure to Vacate or Non-Arrival of any exhibits beyond the control of the Exhibitor and/or Organiser, "Standard Cover" £20,000.
  - "Exhibition Liability". The legal liability of the Exhibitor to pay compensation and claimants costs and expenses arising out of bodily injury, disease or illness sustained by any person (other than employees of the exhibitor) or loss of/or damage to material property. "Standard Cover" £2,000,000.

- Exhibition Property. The full value of Property whilst at the Venue, during build-up and pull-out, and whilst in transit thereto and there from protected against loss or damage. "Standard Cover" £20,000.

If you wish to make your own arrangements to meet these limits will need to provide satisfactory evidence of such alternative arrangements to be approved by Towergate Coverex, 2 County Gate, Staceys Street, Maidstone, Kent, ME14 1ST. T: 0844 892 1613 E: coverexclarion@towergate.co.uk

The Organiser's Exhibitor Insurance Policy is arranged by Towergate Coverex and underwritten by Aviva Insurance Ltd. A full policy wording detailing conditions and exclusions is available from Towergate Coverex on request. The Organiser acts as the agent of the Exhibitor in arranging such insurance. Any exhibitor who requires cover for sums in excess of those stated or for risks not insured by the Organiser's policy should effect such additional cover on their own behalf. Exhibitors may contact Towergate on the details above. The Organiser cannot accept any responsibility for such additional coverage required or arranged by an exhibitor.

- 11.2 It is the contracted Exhibitor's responsibility to ensure that any stand sharers have adequate public liability insurance cover of their own, otherwise the contracted Exhibitor may be held responsible for any claims relating to the stand sharers. We would suggest that you request your stand sharers to each have the same level of public liability cover as the Organisers request contracted Exhibitors to have, namely a minimum indemnity of £2m. Towergate can be contacted in this regard at the details above.

- 11.3 Exhibitors participating in Waterborne Demonstrations will be subject to further insurance conditions to be detailed under separate cover.

## 12. SECURITY/ADMISSION

- 12.1 Every Exhibitor shall ensure their stand is open to view and staffed by competent representatives during DSEi opening hours. In the event of any Exhibitor failing to open their stand or uncover their exhibits the Organisers may do so or may arrange for the stand and exhibits to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organisers will not be liable for any losses, including consequential losses sustained by the Exhibitor as a result of this action.
- 12.2 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, Visitor or the Organisers. Any person who does not comply with these requirements shall be liable, at the discretion of the Organisers, to be immediately removed from DSEi and refused re-admission during the period of DSEi.
- 12.3 The Organisers will issue official passes for admission and no other form of admission pass will be valid.
- 12.4 No Exhibitor will be admitted to DSEi without producing to the gate official the Exhibitor's pass issued to him by the Organisers plus photographic proof of identity. In the event of such a pass being transferred or otherwise disposed of, it will be immediately forfeited and no further pass will be issued in its place. The Organisers reserve the right at their discretion to withdraw the pass issued to any person if complaints have been received concerning his conduct or if there has been a breach of contract.
- 12.5 Please note that security searches of DSEi and the venue will be made at various times prior to opening and throughout the open period of DSEi. While the Organisers will endeavour to complete these outside normal working hours, depending on the security threat at the time, it may be necessary to undertake these searches during the day. Searches will also be undertaken at the entrances to the venue of hand baggage and personnel as appropriate and also of items being delivered to the venue by courier prior to such items being delivered.

## 13. RIGHTS OF THE ORGANISERS AND VENUE OWNERS

The Organisers and the venue owners and those authorised by them respectively have the right to enter the venue at any time to execute works, repairs and alterations and for any other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.



# TERMS & CONDITIONS

## 14. FORCE MAJEURE

If DSEi is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident, the non-availability of the venue or any other cause not within the control of the Organisers, whether ejusdem generis or not, the Organisers may at their entire discretion repay the Rental paid by the Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such Rental, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such event.

## 15. ORGANISERS' RIGHT TO CANCEL DSEI

The Organisers shall have the right at all times to abandon, cancel or suspend DSEi in whole or part in the event that there is likely to be insufficient Exhibitor participation in and/or support for DSEi, the likelihood of such insufficiency to be determined by the Organisers whose decision shall be final. In the event of such an abandonment, cancellation or suspension, the Exhibitor shall be entitled to receive repayment of all Rental paid, but the Organisers shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of DSEi.

## 16. TERMINATION

- 16.1 The Organisers may terminate the Exhibition Space Contract with immediate effect if the Rental is not paid within fourteen days of the date(s) set out in the Exhibition Space Contract.
- 16.2 Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating the Exhibition Space Contract with immediate effect if:
  - 16.2.1 the other party commits a material breach of any terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of that breach or within a reasonable time if such breach occurs during the build up, opening and breakdown periods of DSEi (save for a breach of clause 2 of the Exhibition Space Contract which provides for immediate termination); or
  - 16.2.2 an order is made or a resolution is passed for the winding up of the other party or circumstances arise which enforce a court of competent jurisdiction to make a winding up order of the other party (save for a winding up in connection with the solvent amalgamation or reorganisation of the Organisers' group of Companies); or
  - 16.2.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given to the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
  - 16.2.4 a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entails a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party or if any other person takes possession or sells the other party's assets; or
  - 16.2.5 the other makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
  - 16.2.6 the other party ceases to trade; or
  - 16.2.7 there is a change of control of the Exhibitor; or
  - 16.2.8 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 16.3 In the event that the Organisers terminate the Contract, the Exhibitor shall remove the exhibits of the Exhibitor at a time to be stated by the Organisers and thereafter the Exhibitor shall not be entitled to access to the venue. The Organisers shall be entitled, if necessary, to remove and dispatch such exhibits (at the risk and expense of the Exhibitor) to the address of the Exhibitor stated on the Exhibition Space Contract. Further, all Rental under the Exhibition Space Contract paid by the Exhibitor shall be forfeited to and retained by the Organisers and the balance shall be payable forthwith. All rights of the Organisers under this Clause 16.3 shall be without prejudice to such other rights which the Organisers may have arising upon termination of the Exhibition Space Contract.
- 16.4 Termination of the Exhibition Space Contract shall be without prejudice to the claims of either party against the other arising prior to termination.

## 17. INTERNET CONNECTION POLICY

- 17.1 This policy regulates the use of computer technology by Exhibitors to connect to the Internet at DSEi. It is intended to ensure the smooth operation of computer technology for the benefit of all Exhibitors free from any damage that may otherwise be caused by the use of technology without proper care and attention.
- 17.2 This policy applies to any form of computer, whether a PC, laptop, server or PDA or any similar device ('Computers') which is provided by the Exhibitor (or any third party) and connected by wired or wireless means to the network(s) of the Organisers or any of its Contractors at DSEi ('the Network').
- 17.3 Exhibitors shall use their best endeavours to prevent any unauthorised access to the Network and to ensure that their Computers do not introduce any computer bugs, computer viruses, worms, Trojan horses, software bombs or any similar items or software to the Network.
- 17.4 All Computers must have one of the latest commercially available versions of anti-virus and firewall software correctly installed and configured. This software must be kept up-to-date for the duration of DSEi.
- 17.5 The Organisers reserve the right to make random visits to Exhibitors' stands to seek confirmation that Exhibitors are in compliance with this policy.
- 17.6 In the event that on investigation it becomes clear that the latest version of anti-virus and/or firewall software is not installed and being used or there is some other failure to comply with the policy, then the Organisers reserve the right to disconnect any or all Computers that do not comply with the policy from the Network.
- 17.7 In the event of such disconnection it is the responsibility of the Exhibitor to ensure that a current version of anti-virus and/or firewall software is installed or any other failure to comply with the policy is remedied. Only once this remedial action has been taken to the satisfaction of the Organisers will the Exhibitor then be allowed re-connection to the Network.
- 17.8 Internet connection via the Network, if provided at DSEi, is for Exhibitors to use entirely at their own risk and the Organisers shall not be liable for any loss damage or liability (whether direct, indirect, special or consequential including, without limitation, loss of profits, business interruption, loss of programs or other data) which may result.

## 18. PRIVACY POLICY

By signing the Exhibition Space Contract the Exhibitor is consenting, under all relevant data protection legislation, to the Organisers communicating with Exhibitors by telephone, fax, email and by post and using its personal information for the following purposes, namely: for the Organisers' internal purposes which will include accounts processing, internal analysis of Exhibitors, inviting Exhibitors to other events organised by the Organisers or its group, disclosure of information to Contractors who provide services in respect of DSEi (including but not limited to shell scheme, security, registration, cleaning and freight Contractors, caterers and electricians), disclosure to direct mailing Contractors and disclosure or transfer of Exhibitor's personal data to members of the Organiser's group worldwide to allow the group to further develop its business and its services to Exhibitors. The Organisers may also pass Exhibitor details to third parties who provide goods and services likely to be of interest to Exhibitors. Please contact the Organisers in writing if you do not wish your personal information to be used in any of the ways mentioned above.

## 19. GOVERNING LAW

The proper law of the Exhibition Space Contract shall be English Law and all disputes as to the construction or application of the Exhibition Space Contract, these Terms and Conditions and the Exhibitors' Handbook or the rights and liabilities of any person hereunder shall be determined by the English courts.