



Publishers Association Terms & Conditions

1. These Terms and Conditions, together with the booking form and supplementary documents, and the Fair organiser's Terms and Conditions set out the basis on which you may exhibit at the Book Fair to which the booking form relates. If there is a conflict between these Terms and Conditions and the Fair organiser's Terms and Conditions, these Terms and Conditions shall prevail.

Before completing the application form please read the Terms and Conditions below. If you have any questions, contact the Publishers Association (PA).

2. Application deadline

Applications (including all supporting documents and any other information required by the Fair organisers) must be submitted to the PA by the advertised closing date.

3. Payment terms

- a) The fees for exhibiting at the Fair are set out in the booking form and in the supplementary documents (and certain fees for additional services may be agreed between the parties) and include:
 - (i) The basic service charge payable to the PA.
 - (ii) The stand rental fees payable to the Fair organisers.
 - (iii) The charges for the additional services payable to the Fair organisers.
- b) You agree to pay the fees within 30 days of receipt of an invoice from the PA. The PA

may invoice you in more than one instalment.

- c) All fees are subject to reasonable adjustments, including for unfavourable movements in exchange rates, if costs are higher than expected or if we need to charge VAT.
- d) The PA may require the payment of the stand rental charge [and/or additional charges] to be made to the PA in sterling. All such payments are subject to the Fair organiser's Terms and Conditions with which you must comply.
- e) You remain primarily liable for all fee payments that the PA handles on your behalf. If, at any time, you are due a refund from the Fair organisers, the PA will only refund you any such amounts to the extent that the PA has received those amounts first from the Fair's organisers. Refunds from and payments due to the Fair organisers are governed by the Fair organiser's Terms and Conditions.

4. Booking and Fair cancellation

- a) If you wish to cancel your booking, then you must inform us as soon as possible in writing.
- b) Basic service charge. You will still be liable to pay the basic service charge if you cancel your booking or if the Fair is cancelled, although the amount payable may be reduced depending on the timing of the cancellation. For the basic service charge, we will calculate the amount payable as a percentage of the basic service charge as set out below, and we will



refund you any amount already paid in excess of that amount payable or invoice you for any shortfall as applicable:

- cancellation 4 or more clear calendar months before the first day of the Fair – 25% of the basic service charge.
- cancellation 3 clear calendar months before the first day of the Fair – 50% of the basic service charge.
- cancellation 2 clear calendar months before the first day of the Fair – 75% of the basic service charge.
- cancellation 1 clear calendar month or less before the first day of the Fair – 100% of the basic service charge.

- c) Stand rental fees [and additional service charges]. If you withdraw from the group of participants exhibiting at the Fair through the PA, you will be liable for all stand rental fees [and/or additional service charges] payable under clause 3 of these Terms and Conditions (Payment terms), except that the PA may issue you with a refund to the value of any amounts that the PA can recover from finding a replacement company or otherwise claiming a refund on your behalf from the Fair. All other payments and refunds of stand rental fees [and additional service charges] in cases where the Fair is cancelled or you are otherwise unable to exhibit, are governed by the Fair organiser's Terms and Conditions.

5. Eligibility criteria and entitlement

All legitimate companies are eligible to exhibit as part of the group, including members and non-members of the PA. You should note that there can be no guarantee that you will receive a specific site within the group.

The application form enclosed must be signed by an authorised representative of your organisation and be returned to the

PA by the closing date. Export agents are eligible for inclusion in the group, provided the PA is satisfied that they have the appropriate sales franchise for the product concerned. An export agent must apply well before the closing date and provide a signed declaration from its principal(s) confirming that the agent is their accredited representative.

6. Copyrights and patents

You shall not display exhibits or other materials which infringe the patents, copyright or other intellectual property rights of another exhibitor or third party. The PA reserves the right to assist the relevant authorities to take appropriate action against infringers.

7. Unavoidable adjustments to space requirements and stand costs

If it becomes clear that the organiser's stand layout and the stand construction requirements necessitate you receiving a larger or smaller area than applied for, an appropriate adjustment to the space and construction costs will be made to reflect the change.

You may be liable if for any reason, including unfavourable movements in exchange rates, costs are higher than expected.

8. Pre-event preparation, stand staffing and displays

- a) The chances of achieving success at this exhibition can be greatly increased by thorough preparation. The PA may provide you with advice on this, including:



considering whether you have researched the market sufficiently ensuring that your products are appropriate for the market considering whether the Fair will attract the right kind of customers in the right numbers considering the need for appropriate advance publicity including mail shots to existing and potential customers.

- b) Your display must be ready by the opening of the Fair and stands must be staffed at all times for the duration of the Fair by personnel conversant with your products.
- c) The PA reserves the right to prevent the distribution or display of literature containing serious linguistic errors and items judged by the PA to be embarrassing or unacceptable.

9. Organiser's terms and local requirements

You must acquaint yourself and comply with the conditions laid down by the Fair organisers, with all local technical requirement and safety and other regulations. The PA will not be responsible for any claim arising out of failure to comply with such requirements.

10. Liability and insurance

- a) No liability shall attach to the PA or members of its staff for expenditure incurred by you in connection with the Fair or in respect of any accident, injury, loss or damage of any nature whatsoever arising out of or in any way connected with the Fair or in any other way whatsoever.
- b) The PA will assume no liability to you whatsoever for any acts or omissions of the

Fair organisers and the PA gives no warranty that the Fair venue or any part of it is appropriate or fit for the purposes of the Fair or free from any defect of whatsoever kind and howsoever arising and you agree to make your own investigations with regards to the safety and adequacy of the Fair venue for your purposes.

- c) You must insure against costs and expenses which may be incurred in the event of the Fair being abandoned, cancelled, postponed or curtailed in whole or in part for causes outside the PA's control, since we accept no responsibility in such an eventuality.
- d) No insurance of any kind in relation to the Fair will be effected by the PA. Insurance is solely a matter for the individual exhibitor to arrange and should be sufficiently comprehensive to indemnify the PA. The insurance must also cover costs that may be incurred should you withdraw from the group of participants exhibiting at the Fair through the PA.

11. Bankruptcy or liquidation

Should an exhibitor being an individual or firm become bankrupt have a Receiving Order made against him or them, or make any arrangements with his or their creditors, or being a limited liability company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have an administrative receiver appointed, or an administrative order is made against the exhibitor or its assets or the exhibitor enters into any arrangement with its creditors or is unable to pay its debts as they become due the contract with such exhibitor shall terminate forthwith save that all payments to the PA shall be forfeited



and the balance shall become due and payable forthwith and such termination shall be without prejudice to any claim of the PA against the exhibitor in respect of any antecedent breach.

12. Penalties

- a) The PA reserves the right to exclude any exhibitor who is in debt to them.
- b) If any payments due to the PA, or to be handled by the PA, for the Fair are fourteen days in arrears (whether demanded or not) the PA shall have the right to charge interest on the overdue amounts from fourteen days after the due date, at a rate of 2% above the base lending rate of the National Westminster Bank plc from time to time.

Such interest shall accrue after as well as before any judgement and shall accrue on a daily basis compounded for the overdue period with three monthly rests.

This is in addition to any penalties set out in the Fair organiser's Terms and Conditions in respect of any payments due to the Fair organisers.

- c) In addition, if any payments to either the PA or the Fair organisers are fourteen days in arrears, the contract may at any time thereafter be terminated forthwith by notice in writing by the PA to you. In such event all fees paid shall be forfeited and the balance of the amounts set out in clause 3 of these Terms and Conditions shall become due and payable forthwith together with any accrued interest, subject to the Fair organiser's Terms and Conditions.

Such termination shall not prejudice any rights or claims by the PA against you in respect of any antecedent breach.

13. Interpretation of regulations in translation

In the event of any dispute as to the interpretation of these Terms and Conditions as a result of their translation into a foreign language, the English version shall be taken as authentic.

14. Disputes

The proper law of the contract shall be English Law and all disputes as to the construction of application of these Terms and Conditions or the rights and liabilities of any person hereunder shall be determined by English Law under the exclusive jurisdiction of the English courts.

30th October 2019