

By submitting this Contract to Exhibit, the Exhibitor (as identified below) makes an offer to Marina Developments Limited (at Queen Anne's Battery), host of The Green Tech Boat Show, a company registered in England and Wales under company number 1056715, with its registered office at The Yacht Club, Ocean Village Marina, 1 Channel Way, Southampton, Hants., SO14 3TG ('The Organiser') to take space and facilities at the 2022 Green Tech Boat Show (the 'Show') subject to the terms and conditions of: 1) this Contract to Exhibit; 2) The Green Tech Boat Show Terms and Conditions; 3) The Marina Rules and Regulations and Code of Conduct; and 4) the relevant Rate Card (referred to together as the 'GTBS Terms and Conditions'), copies of which are attached hereto or available at Queen Anne's Battery. A legally binding agreement is created when the Exhibitor and the Organiser sign this Contract to Exhibit, or when the Exhibitor makes a payment under this contract to exhibit (whichever occurs earlier).

Exhibitor Name:

Company Name:

Contact Name:

Address:

Email Address:

Office Phone:

Mobile Phone

Website Address:

**EXHIBITOR TARIFF**

No. of Boats

Total (£)

Boats under 8 metres

£895 plus Vat

Boats over 8 metres

£995 plus Vat

Please specify if 16 amp or 32 amp electricity is required

Land Space (sold in 3 metre x 3 metre increments)

£995 plus Vat each lot

No. of 3m x 3m Lots

Total (£)

Space includes a light and 1 power socket per 3m x 3m space – all under cover gazebo

Freeform Land Space per square metre

£125 per sqm plus Vat

Sqm required

Total (£)

Total number of units

Total (£)

Marketing contribution:

A mandatory marketing contribution of £100 per boat or per 3 metre x 3 metre space is payable to ensure that the show is marketed effectively and includes two banners for your company which may be placed on the railings of the marina as long as the banners are no bigger than 130cm x 80cm. Banners must be removed no later than two hours after the show closes on the last day.

£100 per unit plus Vat

Prices exclude VAT.

**GRAND TOTAL (£)**

#### PAYMENT TERMS AND CONDITIONS

At time of Exhibitor submission of this form, MDL will raise an invoice, and a 50% deposit will be required to secure your participation in the 2022 Green Tech Boat Show. Space will be allocated in the order confirmed and deposited reservations are received. Payment forms are BACS or Cheque only. The balance of the invoice will be due and payable 30 days prior to the show (16th May, 2022).

*Signed for and on behalf of Exhibitor*

Print Name

Signature

Date

Position in Company

*Signed for and on behalf of Organiser*

Print Name

Signature

Date

Position in Company

Please fill out form as completely as possible and email it back to [t.mayer@mdlmarinas.co.uk](mailto:t.mayer@mdlmarinas.co.uk) or post back to

Queen Anne's Battery  
c/o Chris Price  
Plymouth  
Devon  
PL4 0LP.

Please note that a 50% deposit is necessary to secure your berth(s)/land space.

# MARINA DEVELOPMENTS LIMITED

## THE 2022 GREEN TECH BOAT SHOW TERMS AND CONDITIONS

THE FOLLOWING DEFINITIONS SHALL HAVE THE MEANING SET OUT BELOW:

'Agreement' shall mean the completed Contract to Exhibit between the Exhibitor and MDL, which shall be governed by these Terms and Conditions set out herein.

'Applicable Laws' means all Applicable Laws, statutes, regulations from time to time in force.

'Approved Contractor' shall mean a contractor who is suitably qualified to provide the service and has been approved by MDL (Queen Anne's Battery) in advance.

'Approved Vessel' shall mean a vessel that is approved by MDL (Queen Anne's Battery) as being appropriate for the Event.

'Deposit' shall mean the 50% deposit payment which shall be paid when the Exhibitor signs the Contract to Exhibit form and sends same to MDL.

'Event' shall mean the 2022 Green Tech Boat Show that is to be staged at Queen Anne's Battery from 16th to 18th June 2022 inclusive and where appropriate is deemed to include all areas of land, pontoon or water normally made available to Exhibitors for the purpose of participating in the Event.

'Exhibitor' shall mean any individual, firm, partnership or company which executes an Agreement with MDL to exhibit at the Event whether at or from a Space or otherwise on the Terms & Conditions set out herein.

'Exhibits' shall mean any products or services which are displayed, exhibited or promoted or sold at the Event.

'Fee' means the fee payable by the Exhibitor for the Space as set out in the Contract to Exhibit and any other sums required to be paid by the Exhibitor to MDL in accordance with these Terms and Conditions.

'Force Majeure' means the failure or curtailment of any supplies, services or facilities afforded to the Exhibitor for the purposes of the Event or MDL otherwise being unable to perform any of its obligations under this Agreement which is due to a fire, explosion, riot, theft, strike, lockout, terrorism, an 'act of God', civil unrest, epidemic or pandemic or other circumstances beyond the reasonable control of MDL.

'Marina Manager' means MDL employee made known to the Exhibitor from time to time.

'MDL' shall mean Marina Developments Limited whose registered office is situated at The Yacht Club, 1 Channel Way, Southampton SO14 3QF

'Passes' means the security passes required by the Exhibitor and any of its employees to access the Event.

'Pontoon Berth' shall mean a berth space on the pontoons at Queen Anne's Battery that has been allocated to the Exhibitor for the sole purpose of exhibiting an Approved Vessel.

'Space Only' shall mean an area of floor space upon which Exhibitors can construct or park their own exhibition trolleys or marquees. MDL shall not supply to the Exhibitor any marquee. Access to power will be provided upon application in accordance with 7.1.

'Space' shall mean an area of land or water granted to the Exhibitor by MDL for the exhibition and display of products and/or services at the Event in an MDL supplied tent or marquee. Access to power will be provided at cost to the Exhibitor upon application in accordance with clause 7.1.

'Terms and Conditions' means these terms and conditions from clause 1 to clause 14 (inclusive).

'Visitors' shall mean invitees (paying or non-paying) who attend the Event.

### 1 How to Book Your Space

- 1.1 Applications for Space must be made to MDL (Queen Anne's Battery) using the appropriate Contract to Exhibit form which will be provided by MDL – and the completed form should be returned to MDL (Queen Anne's Battery) no later than 16th May 2022.
  - 1.2 The Contract to Exhibit form should be signed only by the sole proprietor, partner, director or authorised individual. Any person signing the Contract to Exhibit form warrants that they sign as fully authorised on behalf of the Exhibitor to make the application.
  - 1.3 Space will be allocated on a 'first come – first served' basis. MDL shall allocate space at its absolute discretion although every effort will be made to comply with Exhibitors preferred allocation. MDL reserve the right to allocate Space according to availability. MDL will notify the Exhibitor within 3 days following receipt of the Contract to Exhibit if a Space is available. In the event that MDL are unable, in their sole discretion, to offer the Exhibitor a Space at the Event MDL may terminate this Agreement and refund to the Exhibitor any sums paid by the Exhibitor to MDL up to the date of termination.
  - 1.5 The Exhibitor shall not excavate, remove fixtures or interfere with the perimeter fences, barriers and other structures erected by MDL nor affix any adhesive promotional material to any part of the Event unless agreed with MDL and shall be required to make good at its expense all damage caused by it or its employees or contractors, to any MDL premises, structures, fixtures, fittings, whether temporary or permanent.
  - 1.6 The Exhibitor acknowledges that the Event is a cashless event. The Exhibitor will need to make suitable arrangements to take payment from Visitors for any goods and/or services sold at the Event by other means.
  - 1.7 MDL makes no warranties or representations as to the number of Visitors attending the Event.
- ### 2 Deposit
- 2.1 The non-refundable Deposit shall be paid by the Exhibitor to MDL and Contract to Exhibit forms will not be accepted without full payment of the Deposit.

- 2.2 The Fee less any Deposit received shall be paid by the Exhibitor to MDL on or before the 16th June 2022. If the Space is allocated to the Exhibitor by MDL after 16th May 2022 the Exhibitor shall pay the Fee within 7 days.
  - 2.3 Without prejudice to any other right or remedy that it may have, if the Exhibitor fails to pay MDL any sum due under this Agreement on the due date or is otherwise in breach of these Terms and Conditions:
    - (i) MDL may withdraw the offer of the Space; and
    - (ii) the Exhibitor shall pay interest on any overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
  - 2.4 The Exhibitor shall not be entitled under any circumstances to interest on the money paid to MDL.
- ### 3 Termination and Cancellation by the Exhibitor
- 3.1 The Exhibitor shall be entitled to terminate this Agreement at any time prior to 16th May 2022 by providing MDL with 7 days written notice. The Exhibitor shall not be entitled to any refund of the Deposit.
  - 3.2 The Exhibitor may terminate this Agreement on or after 16th May 2022 by providing MDL with 7 days written notice. The Exhibitor shall be responsible for payment of the full Fee which will become immediately due and payable. **Termination by MDL**
  - 4 MDL shall be entitled to terminate this Agreement and or refuse Space if the Exhibitor is in breach of this Agreement.
  - 4.1 MDL reserve the right to cancel the Event at any time or refuse Space or cancel this Agreement or any Agreement with any Exhibitor at their own discretion and are not required to make known the reason for such refusal or cancellation and MDL's decision in this regard is final and binding.
  - 4.2 If the Event is cancelled between the 10th and 18th June 2022, due to MDL being required to follow Government instruction or legislation (including, for the avoidance of doubt, any direction from the Local Authority) including, but not exclusively for reasons linked to Covid-19, or due to a Force Majeure Event, then the Deposit and any Fee paid by the Exhibitor will be retained by MDL and no refunds will be paid.
  - 4.3 If the Event is cancelled for reasons set out in clause 4.3 or similar and the Exhibitor has a boat in a Pontoon Berth, the Exhibitor will not be charged berthing fees for their boat(s) moored on a Pontoon Berth until a commercial skipper can be found to move that boat from the Pontoon Berth, or until Government instruction or legislation changes to allow free movement of boats. Once a commercial skipper is found, berthing fees will be payable until the boat is moved from the Pontoon Berth, in accordance with MDL's standard berthing rates.
  - 4.4 If the Event is cancelled between 7th May and 9th June 2022 for any of the reasons set out in clause 4.3 MDL shall at its sole discretion either provide:
    - (i) a voucher for 100% of the amount already paid by the Exhibitor, to be used at any rescheduled event; or
    - (ii) a refund for a lesser amount, calculated according to the unrecoverable expenses MDL has already had to incur up to the date of cancellation. MDL will evidence these costs clearly for transparency and will also share in these costs. This shall be the Exhibitors sole remedy in relation to the cancellation of the Event in accordance with this clause 4.5.
  - 4.5 If MDL cancel the Event for convenience the Exhibitor will receive a full refund of their Deposit and any Fee paid. This shall be the Exhibitors sole remedy in relation to the cancellation of the Event in accordance with this clause 4.6
- ### 5 Safety and Timely Exhibits
- 5.1 The Exhibitor shall specify the size and all relevant details of Exhibits and services which it proposed to promote, display and exhibit at the Event to ensure such shall be of a suitable nature and/or design as approved by MDL. All vessels displayed at the Event shall be Approved Vessels.
  - 5.2 The Exhibitor shall comply with all Applicable Laws, regulations and codes of practice relating to the Event and the Exhibitor's attendance at the Event.
  - 5.3 The Exhibitor shall comply with all reasonable directions of MDL and shall employ reputable companies/individuals who hold proper liability insurance and who have carried out suitable risk assessments and who will be responsible for any damage, liability, risk, injury or death caused by their work undertaken on MDL premises. It is the Exhibitor's responsibility to ensure that their Space, exhibits, vessels and equipment are safe and that their chosen contractor is properly insured and carries a Certificate of Insurance that MDL may, at any point in time, request sight of. The Exhibitor shall take responsibility for any liability in connection with any injury or damage caused by the Exhibitors own contractors while on MDL premises. In particular, Exhibitors must inform MDL of any mechanical handling arranged by themselves to be carried out on MDL premises.
  - 5.4 The Exhibitor should take care to carry out all precautions to avoid any risk of fire, including fireproofing where necessary. MDL shall require each Exhibitor to carry out a risk assessment the risk assessment must include assessments required under the COVID 19 Government guidelines.

- 5.5 Each Exhibitor with a Space and/or vessel on the water must provide one or more fire extinguishers of approved pattern. No liquid fuels or LPG are permitted to be used. The greatest vigilance and care, and precautions must be taken against the risk of fire.
  - 5.6 The Exhibitor is required to have the Space fully ready by 9:00 am on the 17th June 2022. Exhibitors are responsible for ensuring their Space/ is clean, tidy and presentable for the duration of the Event. All packing cases, materials and setting up items shall be removed from the Event before 9:00 am on 17th June 2022. MDL reserve the right at any point to inspect the Exhibitors Space to ensure it is safe, tidy and suitable of the Event. The Exhibitor will comply with MDL's reasonable requests in this regard in a timely manner. MDL reserve the right to request that the Exhibitor leave the Event if in MDL's reasonable opinion the Stand is unsafe, untidy or unsuitable for the Event.
  - 5.7 The Exhibitor shall ensure that alcoholic beverages are consumed in moderation only on its Space/Vessel and shall not permit or tolerate any alcohol abuse on its Space/Vessel. MDL reserve the right to have removed from the Event any person found to be under the influence of alcohol or drugs.
  - 5.8 External catering for receptions etc is permitted only with written agreement from MDL.
- ### 6 Transfer, Sharing and Sub-Letting of Space
- 6.1 The Exhibitor may not sub-let any Space allocated to them unless by written agreement with MDL. MDL reserve the right to assign the Space to one Exhibitor who is then solely responsible for the payments in connection with the Space.
  - 6.2 The Exhibitor may not make use of its Space for any purpose other than the promotion, display and exhibition of approved Exhibits and the conduct of business with Visitors to the Event.
- ### 7 Facilities
- 7.1 Electric power will be available to all Exhibitors if required at cost and is included in the published rates. The Exhibitor shall notify MDL when making their Contract to Exhibit if an electricity connection will be required.
  - 7.2 Any Exhibitors providing their own power by means of generators must ensure that all generators are modern, quiet and well serviced. Generators should be discreetly positioned so as not to cause annoyance to other Exhibitors or Visitors to the Event. MDL reserve the right to insist on the removal or repositioning of generators causing disturbance.
  - 7.3 Any electrical wiring must be properly and safely installed and tested and comply with Health & Safety at Work Act 1974 (as amended) and Electricity at Work Regulations 1989. For this reason, all electric work must be carried out by an Approved Contractor.
  - 7.4 Facilities will be available to Exhibitors to be able to affix banners, flags or advertisements to specific areas and barriers surrounding the Event grounds. No material should be fixed without proper rental of the promotional space from MDL.
- ### 8 On Water Exhibitors
- 8.1 Exhibitors with Approved Vessels on the water shall remember that at all times they are berthed in water which is under the jurisdiction of the Cattewater Harbour. Exhibitors agree that they will observe to the letter all Rules and Regulations attached hereto which relate to the marina and waters surrounding the exhibition site. The Marina Manager is entitled to take action against any person causing hazard or risk to other users. Speed restrictions in the immediate area must be observed when leaving or approaching the berthing area.
  - 8.2 Exhibitors shall only exhibit for demonstrations those exhibits which are Approved Vessels, seaworthy and safe for use. Exhibitors must carry proper insurance to cover all persons who go out on the water in their vessels.
  - 8.3 Whilst on the water, all vessels must be driven in a sensible and responsible manner, taking care to comply with the Regulations for the Prevention of Collisions at Sea.
  - 8.4 All vessels must carry working radios on Channel 80 which will enable them to be contacted if necessary.
  - 8.5 MDL will not be responsible for any loss of or damage to vessels or their contents whatsoever the cause, and Exhibitors must make their own insurance arrangements as required and necessary.
  - 8.6 Vessels must be operated or supervised by a fully competent seaman, who must at all times be available in the case of an emergency. Exhibitors shall themselves (and ensure any users of vessels have) read and understood the MDL Marina Rules and Regulations and Code of Conduct which shall apply to all demonstrations on the water and Exhibitors shall in particular ensure:
    - (i) ENGINE KILL-CORDS, FOR ENGINE CUT-OFF, ARE FITTED AND MUST BE USED AT ALL TIMES.
    - (ii) Exhibitors wishing to demonstrate MUST use a qualified helmsman where the minimum qualifications required are: For a powerboat RYA National Powerboat Certificate Level 2 or equivalent plus a reasonable level of experience in respect of the vessel to be demonstrated. For a dinghy is RYA National Sailing Certificate 3 or equivalent plus a reasonable level of experience in respect of the vessel to demonstrated.
    - (iii) Visitors must be managed when on board. Life saving and fire fighting equipment must be readily available at all times.

- (iv) ON ALL VESSELS, LIFEJACKETS MUST BE WORN BY ALL PERSONS.
- (v) Exhibitors MUST NOT at any time hand over the helm to a passenger.
- (vi) The Marina walkway and fingers must be kept clear of encumbrances and obstructions, i.e. flag poles, signs, gangplanks, ropes etc.
- (vii) Access to boats must be safe at all times. Steps will be allowed at the discretion of MDL.
- 8.7 In the interest of safety, and in line with COVID 19 Government guidance, access to the pontoons by the public will be controlled as deemed necessary to avoid any overloading and overcrowding of pontoons.
- 8.8 With the exception of clause 4.4 above, All vessels must be removed from Queen Anne's Battery prior to 5 pm on 19th June 2022. Exhibitors wishing to leave vessels in Queen Anne's Battery for a longer period of time must make separate arrangements with Queen Anne's Battery directly.
- 8.9 Vessels will be charged according to the tariffs on the front side of this form. Exhibitors shall state the exact LOA of their craft on the Contract to Exhibit. MDL shall have the right to measure any vessel at the Event and any additional cost will be immediately payable.
- 8.10 There are facilities for launching vessels within the Event site. Exhibitors using the launch facilities will be responsible for making any bookings and payments direct to MDL (Queen Anne's Battery) for such use.
- 8.11 No Exhibitor shall be permitted to berth any vessel which has not been booked using the Contract to Exhibit and paid for in full.
- 9 Space Management**
- 9.1 Exhibits and vessels shall be promoted, displayed and exhibited in a professional and responsible manner on the Space and Exhibitors should ensure that, at all times, a responsible and competent person shall be present on the Space or vessel throughout all the duration of the opening times of the Event.
- 9.2 Exhibitors are responsible for clearing their Spaces at the end of the Event. All litter and stand materials, including structures, must be removed either by transport from the site or to the bins provided and any costs involved in removal by MDL will be charged to the Exhibitor.
- 9.3 The Exhibitor shall not commence the breakdown of their stand until after 17.30 on the final day of the Event and shall ensure the complete breakdown and removal of all Exhibits whether in Space or on the water by 17.30 on the 19th June 2022. Any property left behind shall be removed by MDL and the removal and storage costs of any such property and product shall be chargeable to the Exhibitor.
- 9.4 The event will open at 09.30 and close at 17.30pm each day (17-18 June 2022). Exhibitors will normally be entitled to access to the Event from 07.00 during the two days of the Event subject always to the overriding condition that access to the Event outside of the official opening hours shall be permitted but at MDL's discretion and at times and on terms / arrangements that shall be notified to Exhibitors from time to time.
- 9.5 Advertisement and other printed matter can be distributed throughout the Event only with prior MDL agreement and by Exhibitors with properly rented and paid for Exhibition Space at the Event.
- 9.6 The Exhibitor may run any competition or promotion at the Event as long as such promotion is in accordance with all Applicable Laws. MDL shall have the right to stop any competition or promotion which it considers unlawful or unsuitable for the Event.
- 9.7 The Exhibitor shall ensure that all equipment and displays are used and located in such a way as to not overhang or cause obstruction or annoyance towards neighbouring Exhibitor's Spaces.
- 9.8 MDL shall have the right to require the Exhibitor to remove from its Space or from the Premises any of its Exhibits or other property which in the opinion of MDL is dangerous, objectionable or unsuitable to be exhibited on the Space or cause a nuisance to Visitors to the Event or other exhibitors or is of a poor standard, the effect of which is to bring discredit upon other Exhibitors or upon the Event.
- 9.9 The Exhibitor shall not use any public address system, unless for specific permitted demonstrations or events as long as such use shall not cause inconvenience or annoyance to other Exhibitors or Visitors. It is the responsibility of the Exhibitor to obtain any appropriate licence for the playing of recorded music and the Exhibitors shall indemnify MDL against any loss or claim made against them for any non-payment, omission or infringement connected with the licensing requirements for playing recorded music on the Exhibitors Space.
- 10 Security**
- 10.1 The Exhibitor shall when making the Contract to Exhibit notify MDL of the number of Passes required for the Event.
- 10.2 Security guards appointed by MDL or MDL's preferred event management company will be in charge at all times at all gates where access is permitted.
- 10.3 Prior to the commencement of the Event MDL or MDL's preferred event management company will allocate to the Exhibitor their allocated number of Passes. Exhibitors must ensure that their Passes are carried at all times and must show them upon request. All Passes shall be considered valid only if they detail the company name. Under no circumstances will Exhibitor passes be transferable.
- 10.4 Access to all parts of the Event will be via MDL invitation or Passes only.
- 10.5 MDL shall have the right to expel or to prohibit or restrict entry by, any person whose presence on the premises is, in its opinion, not in the interests of the Exhibitors and/ or Visitors to the Event. Any persons, workers, Exhibitors representatives, agents found to be causing a nuisance, disturbance, or annoyance to other Exhibitors and/ or Visitors will be asked to cease such behaviour immediately. Any persons continuing to cause a problem as mentioned herein will be removed from the Event.
- 10.6 No one is permitted to sleep over or otherwise live within the Spaces or on the exhibited vessels.
- 11 Event**
- 11.1 MDL shall endeavour to publish accurate information in the Event Showguide, but MDL shall not be liable for errors or omissions and any loss damage or consequential loss suffered by the Exhibitor or Visitor as a result of such error or omissions.
- 11.2 All parties understand and agree that MDL have the sole right in its absolute discretion to arrange and decide upon the layout of the Event and to alter such should MDL deem it necessary in the interest of the Event, Exhibitors or Visitors to the Event or when it shall otherwise be necessary or desirable to do so without being liable for any loss suffered by the Exhibitor in consequence thereof. Whilst MDL will make every effort not to make changes to the location of the space finally allocated to the Exhibitor, MDL and the Exhibitor expressly understand and agree that MDL may in their absolute discretion alter the location of the Exhibitor's Space if such alteration is necessary.
- 12 Intellectual Property**
- 12.1 The Exhibitor shall not photograph, draw, copy or reproduce any other Exhibitor's Exhibit or other products or property promoted, displayed and exhibited at the Event without the consent of each other Exhibitor.
- 12.2 The Exhibitors shall permit the photographing of Exhibits at the Event when such photographs are to be used for the purposes of promoting the Event.
- 12.3 The Exhibitor hereby acknowledges that MDL shall have the absolute right to advertise, market and/or otherwise promote the Event as it deems fit, and shall have sole editorial control over any publicity materials. The Exhibitor shall not, without the prior written consent of MDL, (which shall not be unreasonably withheld) publish any advertising or promotional material relating to the Exhibitor's attendance at the Event.
- 13 Terms, Liabilities and Insurance**
- 13.1 MDL shall not be liable to the Exhibitor or be deemed to be in breach of this Agreement by reason of (a) the times of opening to Visitors and build up and breakdown being changed or varied or all or part of the Event being cancelled, postponed or abandoned or being held wholly or partly in Queen Anne's Battery and its surrounds, (b) a Force Majeure Event, (c) non-attendance or reduced attendance by Visitors at the Event.
- 13.2 MDL shall not be under any liability whether in contract, tort or otherwise in respect of any expenditure, liability, damage or loss sustained or incurred by the Exhibitor as a result of the circumstances or situations as set out in Clause 13.1.
- 13.3 For the avoidance of doubt the parties expressly agree that if in the opinion of MDL it shall be necessary or appropriate or reasonable to reduce the times of the Event by reference to the number of days open to Visitors or the number of hours open each day to Visitors or to postpone the opening of the Event to Visitors to change the premise in which the Event is held or to cancel the Event MDL shall not be liable for any damage loss or expense whether consequential or otherwise. Further and for the avoidance of doubt MDL shall not be liable to repay to the Exhibitor any sums paid for Space or otherwise if MDL shall shorten postpone or change any dates or times for the Event or change the premises in which the Event is held.
- 13.4 For the avoidance of doubt MDL shall not be liable whether in contract, tort, or otherwise for any loss, or damage whatsoever caused to the property of the Exhibitor its subcontractors or its Visitors, employees, directors or agents, except to the extent that such loss or damage is caused directly by the negligence of MDL or of its employees, directors or agents.
- 13.5 MDL shall not be liable whether in contract, tort, or otherwise for death or personal injury caused to the Exhibitor its subcontractors of its Visitors, employees directors or agents, except to the extent that such a loss is caused by the negligence of MDL or of its employees, directors or agents. It is a condition binding upon the Exhibitor that it shall hold MDL, its licensees and every agent, employee director or representative of MDL at all times harmless and indemnified against all loss, expense, claims, demands or proceedings whatsoever in respect of any death or personal injury to its agents, employees, directors Visitors or subcontractors whether arising in contract, tort, or otherwise except to the extent that such death or personal injury is caused by the negligence of MDL or its servants or agents.
- 13.6 It is a condition binding upon the Exhibitor that it will indemnify MDL its licensees, and every agent, employee, director or representative at all times harmless and indemnified against any loss, expense, damage, claims or proceedings whatsoever caused to, incurred by or instituted against MDL or any other person whatsoever arising out of the Exhibits or goods of such Exhibitor or any property used in connection therewith or any act or omission of the Exhibitor, its employees, directors agents, Visitors or sub-contractors.
- 13.7 Further, the Exhibitor will indemnify MDL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by MDL arising out of or in connection with any claim made against MDL by a third party, including any claim for death or personal injury or damage to property arising out or in connection with the Exhibitor's Space, exhibits or services to the extent that the loss or damage concerned is attributable to the acts or omissions of the Exhibitor, its employees, agents or subcontractors.
- 13.8 The Exhibitor shall effect adequate insurance cover in respect of (a) loss or damage to its Exhibits and any other property of the Exhibitor, his employees, directors agents, Visitors or sub-contractors which may be in or about the Event; (b) legal liabilities to employees and other third parties arising out of or in connection with its participation in the Event.
- 13.9 Such insurance shall be effected with a reputable insurer or underwriter. The public liability cover shall be in a sum of not less than £10M in respect of each and every claim and the employer's liability cover shall be a sum of not less than £5M in respect of claims relating to any one or more of its employees arising out of any one occurrence (being the minimum amount laid down by Statute). The Exhibitor shall whenever required produce to MDL the policy or policies of such insurance and receipts for the premiums due in respect thereof.
- 14 General**
- 14.1 MDL shall have the right to exercise a general and/or particular lien on all or any Exhibit other property and documents belonging to or in the care custody or control of the Exhibitor until such time as all sums due under this Agreement or any variation or modification thereof shall be paid.
- 14.2 If the Exhibitor shall fail to pay any sum due to MDL before the close of the Event MDL shall be entitled to sell the Exhibits and/or other property. MDL shall repay to the Exhibitor the balance of the sums received from the sale of the Exhibits and/or other property having first deducted interest and all sums owing to MDL and all reasonable legal or other expenses including but not limited to costs of storage and sale which shall result from the Exhibitor's breach of this Agreement.
- 14.3 Failure by MDL to exercise any power contained herein or to insist upon strict compliance by the Exhibitor with any obligation herein shall not constitute any waiver of any of MDL's rights under this Agreement.
- 14.4 This Agreement shall be governed by English law and shall be deemed to have been made in England.
- 14.5 Exhibitors with any queries/questions/requests not covered in these Terms and Conditions must approach MDL and MDL's decision applies.
- 14.6 The Exhibitor understands and agrees that it shall not by any means cause excessive annoyance, inconvenience, nuisance or disturbance to Visitors or other Exhibitors.
- 14.7 MDL reserve the right to alter or add to these Terms and Conditions if it considered such alterations or additions are necessary or desirable in the interests of the Event and/or its Exhibitors or Visitors. The Exhibitor shall comply with any such alteration or addition as soon as notice in writing has been given to the Exhibitor by MDL.
- 14.8 If the Exhibitor is in breach of any term or condition of this Agreement without prejudice to MDL's rights to terminate this Agreement or otherwise as set out herein MDL shall have the right in its absolute discretion either to give notice to the Exhibitor to remedy the breach forthwith and/or to take any form of action that is reasonably necessary in the circumstances to remedy the breach either itself or by its nominees and the Exhibitor shall be liable for all costs expenses loss and damage suffered or incurred by MDL or the Exhibitor and all such sums that have been suffered or incurred by MDL shall be payable by the Exhibitor to MDL upon demand. Further, any action that is taken by MDL in exercising its right under this clause or otherwise shall be at the risk of the Exhibitor.