

TERMS & CONDITIONS

The following terms and conditions will apply to applications to hire exhibition space at the forthcoming UK Games

EXPO event to be held on 4th 5th and 6th June 2010 (the "Event").

GENERAL

1. The Event is organised by Richard Denning, Tony Hyams Patrick Campbell and Michael Pearson trading as Birmingham Games EXPO (the "Organisers") and will take place in The Clarendon Suites, Stirling Road, Birmingham B16 9SB (the "Venue").
2. Anyone hiring exhibition space at the Event (an "Exhibitor") undertakes to ensure that they (together with any employees partners, or others associated with them) comply with any terms and conditions specified by the management of the Venue to the extent that they are communicated to the Exhibitor either prior to or during the Event and to comply with any reasonable instructions given by the management of the Venue to the Exhibitor or any employee or associate of the Exhibitor either prior to or during the Event to the same extent as these terms and conditions.
3. These terms and conditions shall be subject to the laws of England and Wales.
4. All matters and questions not covered by these terms are subject to the decision of the Organisers. Exhibitors agree to abide by and conform to all additional rules and regulations from time to time adopted or prescribed by the Organisers for the management of the Event.

APPLICATIONS FOR AND ALLOCATIONS OF EXHIBIT SPACE

5. Intending Exhibitors must apply to the Organisers by completing the Booking Form available on the Organisers' website www.UKGamesExpo.co.uk including details of the activities to be undertaken, the amount of exhibition space they wish to hire, and details of any special requirements (e.g. access to power points, internet access) or preferences (e.g. location within the Venue or configuration of exhibition space).
6. The Organisers will allocate space within the Venue taking account of the requirements and preferences indicated on completed Booking Forms and will inform potential Exhibitors in writing of the extent to which any such preferences or requirements can be accommodated. However:
 - (a) allocations of exhibition space will only be finalised on receipt of full payment;
 - (b) in deciding on allocations the Organisers shall take account (inter alia) of whether the intending Exhibitor has attended previous iterations of the Event and the total anticipated contributions of the intending Exhibitor to the Event, but may also give weight to other factors.
 - (c) all decisions as to space allocation by the Organisers shall be final and binding on all Exhibitors who shall not be entitled to know the reasoning behind those allocations; and
 - (d) the Organisers reserve the right to alter allocations without prior notice.

FEES

7. Fees payable by Exhibitors are dependant on the size and configuration of the allocated exhibition space, the type of space applied for, the Exhibitor's status and how far in advance of the Event payment is made as detailed in the Exhibitor Pack available on the Organisers' website www.UKGamesExpo.co.uk.
8. All fees must be paid in full by 4th May 2010. The Organisers reserves the right to cancel any booking, reallocate exhibition space and forfeit any deposit if the full fee is not paid on time. To qualify for the early payment discount this payment must be by 30th March 2010.
9. All cancellations must be made in writing and will, if received by the Organisers at least 60 days prior to the Event, result in a refund of 50% any fees already paid.

SET UP AND ATTENDANCE

10. Access to the Venue for set-up will be available between 4pm and 9pm on Friday 4th June and again from 8am on Saturday 5th June.
11. The Event will be open to the public from 9.30am to 5pm on Saturday 5th June and from 9.30am to 4.00pm on Sunday 6th June. All Exhibitors should ensure that their stands are manned between these hours. If an Exhibitor fails to take up the assigned exhibition space by 9.15am on Saturday 5th June the Organiser reserves the right to use the exhibition space for its own purposes including without limitation renting out the exhibition space to another Exhibitor without allowance or refund to the defaulting Exhibitor.
- 11a UK Games Expo have contacted local authorities regarding Sunday trading advice - Birmingham Trading Standards permit us to open for trading at 9.30 as we fall under the category of a fair/ market. (reference number ENVTRA01366018).
12. Exhibitors must vacate the Venue and ensure that all of their belongings have been removed from the Venue by 5.50pm on Sunday 6th June.
13. Furniture and equipment as set out in the Exhibitor Pack will be made available. Additional equipment, materials or services needed or used by an Exhibitor must be supplied by and are the sole responsibility of the Exhibitor.
14. Exhibitors should specify any requirements for the provision of electricity or for internet access at the time of booking. The Organisers will confirm whether those requirements can be met, and, if so, whether any additional charge will be made.
15. Exhibitors are responsible for arranging and paying for all fees and meeting all expenses in connection with the transport of display and sales materials to the Venue, moving the materials into and out of the Exhibitor's allocated exhibition space, and assembling and disassembling displays.
16. Exhibitors must ensure that their display and sales materials and all activities carried out within their allocated exhibition space are in accordance with the standards set out on the Organiser's website and are suitable for an event aimed at a family audience. The Organiser reserves the right to request alteration to or the

withdrawal of any display or sales materials and the amendment or cessation of any activities which they consider to be contrary to those standards or to be unsuitable.

17. Exhibitors may not sub-let or assign any of their allocated exhibition space without the prior written consent of the Organisers, such consent not to be unreasonably withheld.

PROMOTIONAL MATERIAL

18. By booking exhibition space at the Event an Exhibitor agrees to the use of the Exhibitor's name on the Organisers' website and in any promotional materials prepared or distributed by the Organiser in connection with the Event PROVIDED THAT such agreement extends only to including the Exhibitor's details in a list of intending attendees. The Exhibitor accepts that any such materials may continue to be used incorporating the Exhibitor's details even if the Exhibitor subsequently cancels a booking or fails to attend the Event for any reason.

19. Use of any product by any Exhibitor, their employee agent or associate containing the UK GAMES EXPO name or logo is prohibited without the express written permission of the Organisers. Exhibitors agree that if any materials making such unauthorised use appear at the Event, the Organisers shall have the right to take possession of and destroy all such materials, as well as to pursue other available legal remedies.

20. The Organisers will exercise editorial control over any advertising material supplied by an Exhibitor for inclusion on its' website or in the Event programme. All such materials should be in accordance with the standards set out on the Organiser's website and be suitable for an event aimed at a family audience.

21. Exhibitors may post and distribute their own promotional materials only from within their assigned exhibition space. All such materials are in accordance with the standards set out on the Organiser's website and are suitable for an event aimed at a family audience. The Organisers reserve the right to require the removal of any materials which the Organisers deem to fall below those standards or be inappropriate for or even offensive to a family audience.

22. Exhibitors, their employees, agents or associates may not affix promotional materials in any part of the Venue save that expressly set aside for the purpose and indicated to Exhibitors by the Organisers.

23. The Organisers may choose to offer promotional programs outlined on the Organisers' website and e-mailed to Exhibitors from time to time. By expressing a willingness, whether by e-mail or otherwise in writing, to take part in any such promotion an Exhibitor irrevocably undertakes to participate in that programme.

SAFETY, SECURITY AND LIABILITY

24. Exhibitors must not block aisles or fire doors, and must comply with any directions from the Organisers or the management of the Venue as to access and storage. If it is the Exhibitor's intention to draw a crowd, that should be made clear on the Booking Form in order that due consideration can be given to space requirements and public safety.

25. The Organisers in conjunction with the management of the Venue will seek to control access to the Event and reserve the right to refuse admittance to anyone, whether or not an Exhibitor or person connected with an Exhibitor, if the Organisers reasonably consider it necessary for the safety and comfort of other Exhibitors or members of the public attending the Event.

26. The Organisers will take out a suitable public liability insurance policy in relation to the Event. However this will not extend to insuring Exhibitors' goods and display materials against theft or damage. Exhibitors are strongly advised to take out their own insurance to cover such risks.

27. Exhibitors are fully responsible for any loss, damage, or injury to the management and staff of the Venue resulting from Exhibitors' displays or actions and are strongly advised to take out their own insurance to cover such risks.

28. The Organisers reserve the right to charge an Exhibitor for any loss or damage to any furniture or equipment supplied to the Exhibitor by the Organisers within the allocated exhibition space.

CANCELLATION

29. The Organisers reserve the right to cancel the Event at any time if it deems this necessary, including if the Event is interrupted and/or discontinued, or access to the Venue is prevented or interfered with by reason of any industrial dispute, act of war, terrorist action, act of God, or instruction from the police, the local authority or any other governmental agency, or if the Venue is damaged whether maliciously or by accident or the management of the Venue are unable to provide the expected facilities. In the event of such cancellation, the liability of the Organisers shall be limited to refunding any fees paid by an Exhibitor in advance of the Event subject to a pro rata reduction for that portion of the anticipated time for which the Event was scheduled to run which in fact fell before any such cancellation.