

TRAFFEX & PARKEX 2019 RULES & REGULATIONS

GENERAL

DEFINITIONS

"The Exhibition" means Traffex 2019 "The Organisers" means Brintex "The Premises" means NEC, Birmingham "The Landlords" means NEC, Birmingham

AMENDMENT OF RULES

The Organisers reserve the right to waive, alter, add to, or amend any of these Rules and Regulations. Should any question arise, whether provided for in these Conditions or not, the decision of the Organisers shall be final. No alteration, addition, amendment or waiver to or of these Rules and Regulations shall operate to release any Exhibitor from his contract. The descriptive headings to these Rules and Regulations are merely for reference and do not form part of the Contract between the parties.

APPLICATION OF RULES & REGULATIONS

a Each exhibitor is bound in all respects by these Rules and Regulations and in addition shall be bound by and comply with and be deemed to have full knowledge of: the regulations of the Landlords for the use of the Exhibition premises or of the plant in connection therewith by exhibitors and others that are in force at the time of the Exhibition. These regulations may be inspected at the offices of the Landlords or at the Organisers' offices. **b** Each exhibitor must bring to the notice of all agents or contractors employed by him such of the provision of these Rules and Regulations as may affect such agents and contractors, and any claim arising from the failure of the exhibitor to give such notice shall be the sole responsibility of the exhibitor concerned. **c** Should any question arise whether provided for in these Rules and Regulations or not the decision of the Organiser shall be final. **d** The Contract to Exhibit form is subject to and does not vary these Rules and Regulations.

DURATION OF EXHIBITION

Details of Exhibition hours are given in the Organisers' Exhibition Manual; during these times stands must be manned by Exhibitors' staff.

CONTRACT REQUIREMENTS

ALLOTMENT OF SPACE

OCCUPANCY **a** A site may be occupied only by the exhibitor to whom it has been allotted and by his accredited agents as approved by the Organisers.

i No exhibitor may sub-let his space or any part thereof. **ii** No exhibitor may permit any non-exhibiting firm or its agents or representatives to use for any purpose whatsoever any space allotted to the exhibitor. **b** An allotted space must be adequately occupied by the exhibitor to whom it is allotted. The Organisers reserve the right to take over and clear at the exhibitor's expense the stand fittings and exhibits from the whole or any part of a space which they

regard as being unsuitably or inadequately occupied. Any payment made or due in respect of such space will be forfeited, and the expense of filling the space will be payable by the exhibitor. **c** An exhibitor's occupancy of a site does not preclude the right of access on to the site by representatives of the Organisers or any other competent authority. **d** Each exhibitor exhibits entirely at his own risk. The Organisers are not liable for any loss or damage to persons or property, which the exhibitors, agents or contractors may sustain from any, cause whatsoever. (Exhibitors are recommended to insure themselves against contingencies.)

SPACE NOT OCCUPIED

The Exhibitor must occupy the space allotted to him by show opening time on the first day of the Exhibition. Any Exhibitor failing to do so will be deemed to have cancelled his space booking. In this event the Rules and Regulations relating to Cancellation will apply and the Organisers may resell or reallocate such space.

CANCELLATION OR DEFAULT BY THE EXHIBITOR

a An exhibitor is not at liberty to cancel without penalty or withdraw his application for space once it has been allotted. Cancellation charges as stated in the Terms of Contract to Exhibit will apply. Refer to the reverse of the Contract to Exhibit. **b** If the exhibitor shall fail to pay any sum due to the Organisers or shall contravene or fail to observe any of the requirements of the Rules and Regulations, the Organisers reserve the right to revoke his allotment of space and to remove and exclude the exhibitor, his agents and property at his expense from the Exhibition premises and to re-allot the space. Such action from the Organisers shall not prejudice any other remedy which they shall have against the exhibitor nor reduce the amount paid or owing by him.

OTHER EXHIBITORS

Whilst the Organisers shall act in good faith, the name of any exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organisers that any exhibitor is booked to attend any Exhibition provisionally or otherwise shall not constitute any warranty representation or undertaking by the Organisers that any such exhibitor shall attend any Exhibition or attend at any particular location.

RIGHT OF REJECTION

Exhibits are admitted to the exhibition, and shall remain there, solely on strict compliance of the Rules and Regulations. The Organisers reserve the right to prohibit in whole or in part and reject any Exhibitor or his representatives in the case of failure to comply with the Rules and Regulations. There shall be no return on payment if the Organisers deem such rejection or prohibition necessary.

ATTENDANCE

The Exhibitor acknowledges that the Organisers shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees

to attend the Exhibition for any reason beyond the reasonable control of the Organisers.

STAND DESIGN & INSTALLATION

INSTALLATION AND DISMANTLING

A INSTALLATION **i** The arrival, installation, erection and removal of stand fittings and exhibits must conform to the timetable, or to specific directions by the Organisers. **ii** If during the installation period an exhibitor's site is not occupied as required in the Exhibition timetable the Organisers may treat the space as inadequately occupied or in default **iii** During the Exhibition period exhibits or materials may be brought onto or removed from stands, and maintenance or repair work carried out, only when the premises are closed to visitors and then only subject to the permission of the Organisers.

B ERECTION OF STANDS The Exhibitor hereby acknowledges that the Organisers have appointed official shell scheme stand contractors and where directed by the Organisers the Exhibitor must use the same for the construction of the exhibitor's stand. However an Exhibitor may be permitted to appoint another contractor recognised by the Organisers for interior work to the shell scheme subject to the Organisers' written consent being obtained. A dimensioned drawing and full details of the Organisers' shell stand will be provided to each Exhibitor. No Exhibitor will be permitted to erect his display goods in such a manner as in the opinion of the Organisers obstruct the light or impede the view along the open space or gangways or to occasion inconvenience or otherwise affect the display of other exhibitors.

C DISMANTLING **i** Exhibitors may not remove any exhibits or stands from the Exhibition until 15 minutes after the Exhibition finally closes to visitors. **ii** Any property remaining after the end of the dismantling period may be removed and sold or otherwise disposed of by the Organisers at the expense of the exhibitor. **iii** Each exhibitor must arrange and pay for the conveyance of goods to and from his site in the Exhibition, for their reception and installation and subsequent removal and disposal. **iv** Each exhibitor must remove from the site all stand construction material and debris. Failure to do so will incur charges that will be re-allocated to the exhibitor concerned.

D ADMISSION TO EXHIBITION PREMISES

ai Exhibitors must obtain from the Organisers the necessary passes to admit their executives, representatives and workmen during the Installation, Exhibition and Dismantling Periods.

ii Contractors must also obtain similar passes direct from the Organisers. **b** Any persons bringing goods into or removing goods from the Exhibition premises shall be in possession of evidence of his authority for doing so. **c** The Organisers reserve the right to refuse or to expel any person at any times, not withstanding that person's possession of an official pass or ticket. **d** Drivers of vehicles entering the Exhibition premises must obey the instructions of the Organisers at all times and should ascertain from the Organisers the maximum loads or heights permitted before entering the premises.

CONTRACTORS

a The Organisers will notify exhibitors of the official contractors appointed for catering, electrical work, floral decorations, furniture, lifting, photography, plumbing, shipping and forwarding, stand cleaning and telephone installations. **b** Space only exhibitors must submit the names and addresses of stand fitting contractors they propose to employ to the Organisers at least six weeks before the Exhibition opening. **c** The Organisers reserve the right to refuse admission to the Exhibition premises to any contractor or sub-contractor not previously approved by them.

DISPLAY

EXHIBITS PERMITTED **a** The Exhibition is open for the display of services and products for companies working in the traffic industry. **b** Exhibitors may display only exhibits manufactured by themselves or by an associated or subsidiary company or by a company for which they are the wholesalers, agents or distributors. **c** During the open period of the Exhibition Exhibitors may not mount a competitive exhibition of sales within 5 miles of the premises unless for normal trading purposes from their own agent's premises. **d** The Organisers reserve the right at their sole discretion to refuse and if necessary remove at the exhibitor's expense any exhibit which they consider to be in breach of these Rules and Regulations, detrimental to the proper and smooth running of the exhibition or for which there is insufficient accommodation or which in the opinion of the Organisers or of the Landlords is likely to be dangerous or detrimental to the fabric of the premises.

DISPLAY OF EXHIBITS **a** All exhibits must be on view at all times that the Exhibition is open to visitors. The Organisers reserve the right to remove the cover of any exhibit not uncovered during the period, and shall not be responsible for any loss or damage caused in so doing. **b** There must be a competent representative of the exhibitor in charge of exhibits at all times that the Exhibition is open to visitors. **c** The Organisers reserve the right to prohibit as unsuitable or as annoying to visitors or other Exhibitors:-any display feature or advertising material, or any sales method or demonstration which is causing offence.

STAND DESIGN (SPACE-ONLY EXHIBITORS)

PLANS **a** Each Space Only Exhibitor shall submit a plan of their stand to the Organisers for approval at least 8 weeks before the Exhibition is due to open. **b** This plan must show the ground plan and elevation of stand fitting and is to be drawn to a scale of 1:50. It should describe materials to be used in construction and include the location of back projectors; display features, signs, and exhibits. The organiser will retain the plans submitted. **c** Special permission from the Organiser is required for the following: Exhibits in motion; any stand or structure exceeding the height limitation of 4 metres; any elevated platform of over

0.6 metres above floor level; any walled enclosure (other than a small office); or arrangement of a seated audience; any unusual form of roof or of stand arrangement. Applications for such permission must be submitted to the Organisers and be accompanied by full details in writing and plans in triplicate at least 10 weeks before the Exhibition opens. **d** Special permission from the Organiser is also required for any double-decker stands, for which stringent regulations MUST be observed. Full details are obtainable from the Organisers.

- e** The Organisers reserve the right to order the alteration or removal at the exhibitor's expense of any stand:
- i.** that has not received their prior written approval.
 - ii.** that differs from the plans that received approval.
- iii** that contravenes these Rules and Regulations. **f** Exhibitors occupying Shell Stands must keep to the general health and safety regulations etc. but need not submit designs of their interiors unless a stand contractor is building within the stand.

GENERAL STAND REQUIREMENTS

a Height

Stand fittings and structure must not exceed 4 metres in height without permission from the Organisers which will not normally be withheld provided that structures do not interfere with the structure of the premises or obstruct the view of other stands. However, certain areas of the venue are restricted to lower height limits; exhibitors must refer to the organisers. **b Boundaries**

- i.** No part of any stand or exhibit may overhang any gangway or exceed the allotted boundaries of a site.
- ii.** Exhibitors must make their stand fitting contractors responsible for confirming the accuracy of the marking out of the site boundaries.
- iii** Exhibition space not provided with shell stands should be clearly defined and the exhibits arranged inside the stand boundary.
- iv.** Floor coverings shall be properly secured or weighted along the edges. **c Walls**

i. Exhibitors reserving a portion of a site but not using the standard shell scheme are responsible for providing partition walls between their own stand and others on the block and must conform to the following regulations: **a)** all partition walls must be contained within the allotted boundaries of the site; **b)** all dividing walls must be 2.5m high unless an alternative height is given prior approval by the Organisers; **c)** Exhibitors must cover or decorate the back and front of all partitions down to 2.5m, structures or signs to the satisfaction of the Organisers. **d Open Frontages – subject to organisers discretion depending upon location of stand**

i All stands in the Exhibition irrespective of height must have at least one third of each frontage either open or fitted with approved transparent material extending vertically from the platform to the underside of the fascia. The design of the remaining two thirds is subject to the approval of the organisers. **e Signs and Fascias**

- i.** The standard shell scheme will provide Exhibitor's company name and stand number on a nameboard which is attached to the fascia and provided to a standard design. If exhibitors wish to have special signwriting, arrangements should be made directly with the appointed shell scheme Contractors at the exhibitor's own expense.
- ii.** Exhibitors must include their stand letter and numbers on the fascias unless they occupy a site with standard shell, when it is provided.
- iii** No signs may be hung from the roof of the Premises or the fabric of the building without permission from the organisers.
- iv.** The Organisers reserve the right to prohibit flashlights, spotlights, etc., which are causing annoyance. **f Access to services**

Wherever electric or other service boxes or outlets exist, suitable traps or panels must be provided in the floor or walls of the stand to give access to such services at any time.

ELECTRICS AND FITTINGS

a All electrical work on site **MUST** be carried out by the appointed contractor, and no other electrical contractor will be allowed to work in the Exhibition area. Only the authorised

electrical contractor may make connections into the permanent distribution boxes and the Organisers or the authorised electrical contractor will charge the exhibitor the cost. However, exhibitors with open sites may employ their own contractors to install pre-wired stand fitting, but connection to the Hall's supply must be carried out by the appointed contractor. **b** Exhibitors may use only electricity for all lighting purposes. The use of other forms of power is prohibited except where such use is first approved in writing by the Organisers. **c** All electrical installations must comply with the regulations and requirements currently in force of the Institution of Electrical Engineers, of the Landlords and their insurers, and of any other competent authority. Exhibitors requiring supply other than as shown above should apply in writing to the Organisers.

FIRE PRECAUTIONS

a All materials used for building, decorating or covering stands must be of non-flammable material. Exhibitors will adhere to all Fire and Safety Regulations that affect the Exhibition. Aisles and fire exits must be kept clear of exhibits. **b** Each exhibitor must ensure that there is at least one person on his stand, whenever the Exhibition is open to visitors, who knows how to use the fire extinguishers and knows the location of the nearest fire alarm within the Exhibition premises. **c** Additional fire protection must be provided wherever required by the Organisers or any other competent authority. **d** No petrol, spirit or other liquid or vapour with a flash point lower than 130° Fahrenheit (54°C), and nothing of an explosive or dangerous nature is to be brought within the premises. **e** No exhibitor may do or permit anything that would vitiate or affect the fire or other insurance policies or licences covering the Exhibition and the Exhibition premises.

EXHIBITS IN MOTION

a Exhibitors may not operate any mobile or moving equipment or exhibits without prior written approval from the Organisers. **b** Machinery in motion must be safely guarded at all times to the satisfaction of the Organisers. **c** The Organisers reserve the right to prohibit the operation of machinery and of demonstrations which, in their opinion, are causing or may cause annoyance to other exhibitors or to visitors.

STORAGE

The Exhibitor shall be responsible for the removal from the Exhibition premises and storage of all crates and empty cartons not required on his stand.

GAS, WATER AND WASTE SERVICES

a An exhibitor may have gas and water services or waste connections only if the necessary service points are available on or near his stand. **b** Where it is necessary to lay pipes across gangways in order to provide water and waste services, the exhibitor is responsible for arranging such pipes adequately covered and ramped to meet the approval of the competent authority and for bearing the cost of such work.

EXHIBITING CONDUCT & INSURANCE

CONDUCT OF EXHIBITORS AND REPRESENTATIVES

a Annoyance: The Organisers reserve the right to stop any activity on the part of an Exhibitor that may cause annoyance to other Exhibitors or visitors. Business must be conducted only from the Exhibitor's own stand and under no circumstances may this be carried out from a gangway or elsewhere in the exhibition. **b Microphones:** The use of Microphones is permitted, but the volume must not be such as to cause any annoyance to other Exhibitors. The Organisers reserve the right to prohibit their use if in the Organisers' opinion an annoyance is being caused. **c Gangways:** Any encroachment upon gangways and passages shall be deemed to be a breach of contract and articles or goods found therein during the period of the Exhibition may be removed by the Organisers or their agents and the Organisers shall not be responsible for any loss thereto occasioned by such removal. **d Publicity Material:** Any publicity material shall be displayed and/or given away **only from the Exhibitor's own stand.**

DAMAGE TO EXHIBITION PREMISES

ai No exhibitor may do or cause any damage of any kind to the Exhibition premises or to any of the fixtures and property belonging to the Organisers or to the Landlords or their agents. **ii** No exhibitor may alter or interfere with the structure of the Organisers and of the Landlords. **b** Any damage which may have been done or caused by the exhibitor or his agents or contractors to the Exhibition premises or to any fixtures or property belonging to the Organisers or the Landlords shall immediately be made good at the exhibitor's expense to the entire satisfaction of the Organisers or the Landlords.

INSURANCE LIABILITY

Neither the Organisers nor the Hall owners will be held responsible for the safety of any exhibit or property of any Exhibitor, or any other person, for the loss or damage of, or destruction to same, by theft or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor by reasons of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour dispute, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organisers whether ejusden generis or not for any loss or damage occasioned if by reason of the happenings or any such event, the opening of the Exhibition is prevented or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor agrees and undertakes to ensure in their full replacement value the contents of his stand and all associated ancillary equipment and materials.

LITERATURE DISTRIBUTION

Exhibitors may distribute literature, which should bear their name and address, describing their own products or those of their principals or licensors. Distribution may only take place on their own stand.

They may not hand out leaflets, importune or solicit for orders in any way in the gangways, and attention may not be drawn to stands by the use of loud speakers or any other kind of mechanical instrument or by machines, noisy exhibits or shouting.

Exhibitors using any form of visual or vocal apparatus on their stand must not cause annoyance to other Exhibitors or visitors.

In the event of their creating too many disturbances the Organisers reserve the right to ask the exhibitor to limit or even cease such activities.

POSTPONEMENT AND LIMITATION

a In the event of any abandonment, postponement or limitation of the Exhibition, any limitation of the use of the premises or any part thereof, or any failure of the services provided therein, an exhibitor or his agents or contractors shall have no claim against the Organisers in respect of any resulting loss or damage and the exhibitors liabilities shall not be affected. **b** The Organisers shall reserve the right to alter the layout of the exhibition or reduce the space allotted to any exhibitor whose stand area is affected by such alteration or reduction but will not be liable to make any further payment or compensation and the exhibitor will not be entitled to withdraw from the exhibition. **c** The Organisers accept no responsibility if delivery of goods and materials or the execution of work is held up or prevented by any cause beyond their control, including without prejudice to the generality of the foregoing:

- i** strike, lockout, labour disturbance or restriction;
- ii** failure by the exhibitor or any third party to observe any of the provisions of the National Labour Agreements for the Exhibition Industry copies of which will be supplied to the exhibitor on request;
- iii** failure by the exhibitor, his agents or contractors to give instructions or supply the necessary drawings in due time. **d** If for any reason whatsoever beyond the reasonable control of the Organisers, including without prejudice to the generality of the foregoing, trade union action, the Organisers decide that in the interest of the exhibition as a whole an exhibitor's stand must be closed down or certain items removed from it, the exhibitor or his agents or his contractors shall close down or remove the same and shall have no claim against the Organisers in respect of any resulting loss or damage and the exhibitor's liabilities shall not be affected.