



These Terms set out the terms on which the Exhibitor books a space to exhibit at an Exhibition (defined below). Please read these Terms carefully as they contain important information.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings. Less frequently used terms are defined within the body of these Terms and Conditions:

“Awards” means the event and programme known as ‘The Negotiator Awards’.

“Booking” means a contract for You to book a space to exhibit at a specified Exhibition and/or Sponsor an element of the Exhibition or Awards, made by You to Propertydrum by submitting a Booking Form and confirmed by Propertydrum by providing you with a Confirmation (as defined in clause 2.3);

“Content” means any or all information and material requested by Propertydrum and/or submitted to Propertydrum by You for use in connection with the Exhibition, including Your logo and other materials and information required by Propertydrum for exhibition during and for promoting and marketing the Exhibition;

“Delegates” means the visitors to the Exhibition.

“Exhibition” means an exhibition or other event to be held by Propertydrum in respect of which You are submitting a Booking Form;

“Exhibitor”, “You”, “Your(s)” means the person, firm or company named as the Exhibitor identified in the Booking Form;

“Fee” means the total sum payable by You to Propertydrum as specified in the Booking;

“Information Pack” means Propertydrum’s information pack for the Exhibition.

“Stand Space” means the stand space which is booked by the Exhibitor and which is agreed and allotted in writing by Propertydrum.

“Sponsor” means rights and benefits allocated to a company or entity for the promotion of its brand and business by Propertydrum, with specific relation to a specific event or programme specified in the Booking.

“Propertydrum” means the entity identified in the Booking, which will be one of Propertydrum Ltd registered in England no. 6819939, registered at 18 Church Street, Epsom Surrey KT17 4QD.

“Booking Form” means an application by You to book a space to exhibit at an Exhibition and/or Sponsor an element of an event or programme, made by You to Propertydrum in accordance with clause 2.2;

“Terms” means these terms and conditions;

“VAT” means value added tax chargeable under English law or such other applicable sales or other taxes.

1.2 In these Terms, unless the context clearly indicates another intention;

(a) headings are included for convenience only;

(b) references to clauses and Schedules shall be to clauses and schedules of these Terms;

(c) a reference to any gender includes other genders and the singular includes the plural and vice versa;

(d) references to persons include individuals, unincorporated bodies, government entities, companies and corporations; and

(e) the words “include”, “including”, and “such as” are to be construed as if they were immediately followed by the words “without limitation”.

2. Basis of Contract

2.1 By submitting a Booking Form, You agree to be bound by these Terms to the exclusion of all other terms. If You do not agree to be bound by these Terms, then You should not submit a Booking Form.

2.2 Your Booking Form shall be the booking form sent to you and completed in full and signed by You or on Your behalf (or in such other written, electronic or oral form as Propertydrum in its discretion accepts) and be submitted to Propertydrum by hand or electronically or by post.

2.3 Your Booking Form is an offer to Propertydrum to attend an Exhibition and/or Sponsor an Award or element within the Awards and/or Exhibition and a binding contract between You and Propertydrum will only be formed when written confirmation of acceptance is sent by Propertydrum to You (whether or not it is received) using the contact details provided in the Booking Form (“Confirmation”). You should contact Propertydrum if You have not received Confirmation within thirty (30) days of Your Booking Form. Propertydrum reserves the right in its sole discretion to refuse to accept a Your Booking Form. Your Booking Form and the Confirmation shall together (also referred to as the Booking) constitute a binding contract between You and Propertydrum which shall be subject to these Terms and to any rules and regulations issued from time to time by Propertydrum in relation to the Exhibition and/or Awards. Please note that in the case of a conflict, the Booking shall take precedence over the Booking Form and these Terms.

2.4 The person signing the Booking Form on Your behalf shall be deemed to have full authority to do so and You shall have no right to claim against Propertydrum that such person or persons did not have such authority.

2.5 Exhibitor places at the Exhibition may be limited and will be subject to availability.

2.6 You are jointly and severally liable under these Terms with any agent appointed to make the Booking on Your behalf.

2.7 Propertydrum makes no representations, advertisements or promises as to numbers of Delegates or Guests attending the Exhibition and Awards, other than quoting previous years' attendance figures. Propertydrum will take reasonable action to promote and advertise the Exhibition to encourage attendance through its own communication channels. Propertydrum gives no

warranty as to the success or perceived success of the Exhibition or the business (if any) which the Exhibitor will generate from it.

3. Payment

3.1 The Fee shall be payable by You to Propertydrum in full and in cleared funds into Propertydrum's nominated bank account in accordance with the terms on the Booking Form.

3.2 The Fee shall be payable by You to Propertydrum in accordance with the terms on the Booking Form and in cleared funds into Propertydrum's nominated bank account within thirty (30) days of the date of Propertydrum's invoice and in any event, no later than the payment due date(s) specified on the Booking Form.

3.3 The Fee is stated exclusive of VAT, which will be due at the prescribed rate as at the date of the invoice.

3.4 If payment of the Fee in full is not received before the date of the Exhibition and Awards, Propertydrum may (at its sole discretion) either require such payment as a condition of Your entry to the Exhibition or refuse You entry to the Exhibition. No refunds of any proportion of the Fee paid (if any) will be made and any balance of the Fee will remain due and payable where entry to an Exhibition is refused under this clause 3.4.

3.5 Debt recovery costs and interest on overdue invoices shall accrue on any unpaid amounts from the date when payment becomes due to the maximum extent permitted by The Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debt Regulations 2002 as amended, extended, consolidated or replaced from time to time or other similar laws that may be applicable.

4. Provision of Space and Information Pack

4.1 On receipt of the Fee and prior to the start of the Exhibition, Propertydrum shall provide You with:

- (a) confirmation of the size and location of Your space at the Exhibition;
- (b) the Exhibitor's Information Pack

4.2 Propertydrum reserves the right at any time to change the size and location of Your space at the Exhibition and accepts no liability for such change, other than an obligation to refund the proportion of the Fee resulting from the reduction in size of the space.

5. Duration of Exhibition

Exhibition hours are given in the Information Pack but may be amended or rescheduled at the discretion of Propertydrum as necessary.

6. Stand Construction and Dismantling

6.1 The standard 3 metres by 2 metres Stand Space (or multiple thereof) which You are allocated is intended for a pop-up type stand which can be assembled and disassembled within 30 minutes. Shell scheme is not provided. You must make a written request if you intend to construct any other type of stand at the time of booking. Your booking will not be agreed without acceptance of an

alternative type of stand design proposal by Propertydrum. Acceptance will depend on estimated time to assemble and disassemble the stand. Propertydrum reserves the right to reject any proposed stand type and refuse the booking if it does not meet the appropriate criteria.

6.2 On acceptance of a design by Propertydrum for any stand type other than a pop-up style stand, where appropriate or necessary, You shall be responsible for the appointment of stand contractors to design, erect and dismantle Your stand and shall use the service contractors appointed by Propertydrum to carry out all electrical, plumbing or other service installations and connections unless Propertydrum otherwise agrees in writing. Any fees of such service contractors will be payable separately by You to such contractors. If You fail either to instruct such service contractors or agree other arrangements with Propertydrum, Propertydrum shall be entitled to refuse the booking and attendance and You shall indemnify Propertydrum for any resulting costs.

6.3 The Exhibitor must have completed and furnished the whole of its Stand Space and must man and occupy its Stand Space by the advertised opening time on the Exhibition Date. If the Exhibitor fails to do so for any reason (other than as agreed by the Organiser in writing or due to a Force Majeure event) it will be deemed to have cancelled its booking and the Organiser shall be entitled to re-allocate the Stand Space to a third party or leave the area empty. In such event the Exhibitor shall remain obliged to pay the Fees in full, and any outstanding sums shall be payable by the Exhibitor within 14 days of the Exhibition Date.

6.4 No stand or display on any stand will be permitted which in the opinion of Propertydrum obstructs light, impedes access or views along open spaces or gangways or otherwise inconveniences or adversely affects other exhibitors or screens or graphics installed as part of the Exhibition by Propertydrum. You shall comply immediately with any direction given by Propertydrum or venue owners in respect to this matter or in respect to fire or safety precautions referred to in clause 10 below.

6.5 You and Your employees and any agents or contractors authorised by Propertydrum may enter the Exhibition area for purposes of erecting and dismantling the stand and exhibits during the build-up and dismantling periods specified in the Exhibitor Pack or in the case of an agreed alternative style of stand build, at the agreed times. These times must be strictly adhered to.

6.6 If You fail to remove all Your property or otherwise fail to vacate the Exhibition venue premises by the agreed time due to any cause whatsoever, You shall be fully responsible for any penalties imposed by the venue, or any other losses and costs incurred by Propertydrum. As a result of Your failing, or that of Your stand contractors to remove all Your property and vacate the premises by the agreed time, Propertydrum may remove any of Your property left in the Exhibition venue by You after the said time and dispose of it and the costs of such removal and disposal shall be paid by You to Propertydrum on demand.

7. Exhibits

Subject to clauses 8 and 9, You shall be entitled to exhibit only those matters detailed in the Booking. You shall not exhibit the products or services of any persons or companies or any of Your subsidiaries, principals or agents which are not listed in the Booking.

8. Removal of Exhibits

Propertydrum reserves the right to require You to remove any exhibit if Propertydrum in its absolute discretion considers that it is libellous, obscene, undesirable or detrimental to the Exhibition, other exhibitors or the general commercial interests of Propertydrum or any other company from time to time forming part of the same group of companies of which Propertydrum forms part or that it infringes the rights of any third party.

9. Dangerous and Excluded Material

The following are excluded from the Exhibition: (i) any matters of an obscene, libellous or otherwise illegal nature, (ii) explosives, detonating or fulminating compounds (iii) all dangerous, noxious and harmful substances, including (but not by way of limitation) primings and fireworks, and (iv) all matters and materials prohibited or restricted by applicable law including, but not limited to, local ordinances. Primings, fireworks, matches and similar objects may only be exhibited in the form of imitations and on condition that they contain no flammable matter.

10. Fire Precautions and Health and Safety

10.1 All materials used for building, decorating or covering Your stand must be of a non-flammable nature and You must observe and comply with any requirements made or instructions given by any local or other relevant authority.

10.2 All personnel entering the Exhibition must comply with all fire, health and safety procedures of the venue and will obey all fire, health and safety instructions issued by the venue and/or Propertydrum.

11. Electrical Installation, Sound and Visual-aid Equipment

11.1 All electrical installation must be undertaken by the official electrical contractor as listed in the Exhibitor's Manual at the Exhibitor's own cost, and the Exhibitor will be responsible for settling accounts direct with the contractor. No electrical work may be carried out without the written approval of the Organiser and no device will be permitted if, in the opinion of the Organiser, it may become a nuisance to other exhibitors or visitors.

11.2 The Exhibitor shall not use sound amplification equipment unless the sound is contained within the area of its Stand Space. The Exhibitor shall ensure that any visual aid equipment shall be sited so that intending viewers congregate within the limits of the Exhibitor's Stand Space.

11.3 The Exhibitor shall ensure that no leads connected to any device shall be taken outside the limits of the Exhibitor's Stand Space.

12. Audio and Visual Recordings

12.1 No photography or filming is permitted by the Exhibitor at the Exhibition without prior written permission from the Organiser (a copy of which must be held by the Exhibitor at the Exhibition and be available for inspection if necessary).

12.2 The Organiser may (but is not obliged to) photograph and/or carry out video recordings of any part of the Exhibition at any time. The Exhibitor (and any of its personnel and/or its Stand Space, signage or content) may be photographed and/or filmed and hereby consents to any

such photography or filming and grants to the Organiser the right without charge to use any resulting material for the purposes of promoting the Exhibition or other Organiser exhibitions in future years.

12.3 The Organiser may supply photographs and videos so taken to the Exhibitor, in which case the Exhibitor is encouraged (and is hereby granted the right) to publish such material on social media for promotional purposes only. Any use of such materials in other advertising, marketing or promotional materials is subject to the prior written consent of the Organiser. The Exhibitor shall not use any photograph or video of the Stand Space or Exhibition that is not supplied by the Organiser expressly for use by the Exhibitor without the Organiser's (and if applicable any relevant third party's) prior written consent.

12.4 All intellectual property rights in the Exhibition (including any trade marks of the Organiser and any photography and/or video recordings) are acknowledged by the Exhibitor to be the sole property of the Organiser and all rights are retained by the Organiser.

13. Relocation

The Booking shall be for the amount of space at the Exhibition as specified in the Booking. Propertydrum is under no obligation to You to provide a particular space on the floor plan or stand number at the Exhibition. Propertydrum reserves the right (without being required to give notice to You and without any liability to You) to alter the stand numbering, the lay-out of any Exhibition floor plan and the position of any stand at any time.

14. Occupation of Stand Space

14.1 You shall ensure that Your stand space and exhibits are occupied and attended by competent and adequate staff at all times for the duration of the Exhibition. If You fail to ensure this, You will be deemed to have cancelled Your Booking for stand space and the cancellation provisions in clause 16 will apply and Propertydrum may resell or reallocate the relevant space.

14.2 You must notify Propertydrum of the names and titles of any staff attending to occupy the stand at the Exhibition at the time of making the Booking.

14.3 Where admission documents for exhibiting at the Exhibition are posted to You, the risk in the goods shall pass to You upon the items being posted out or emailed to the contact address provided on the Booking Form.

14.4 The details of the Exhibition shown in any material supplied by Propertydrum to You are correct at the time of printing but You shall be responsible for checking with Propertydrum that no alterations have been made.

14.5 You shall at all times comply and ensure that Your staff complies with the Information Pack, any rules, policies and procedures of the venue of the Exhibition, including all health and safety policies and procedures, all reasonable instructions of the venue staff and Propertydrum representatives at the Exhibition, and all applicable laws including, but not limited to, local ordinances. Propertydrum reserves the right in its absolute discretion to exclude or remove from the Exhibition any Exhibitor and/or its employees and its exhibits whose presence in Propertydrum's opinion is or is likely to be undesirable without prejudice to any other rights or remedies available to Propertydrum.

15. Attendance by other Exhibitors

The name of any exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of Propertydrum that any company or person is booked to attend the Exhibition provisionally or otherwise shall not constitute a warranty, representation or undertaking by Propertydrum that any such exhibitor, person or company shall attend the Exhibition at any particular location or at all. No Booking for stand space or acceptance thereof shall be conditional on attendance or location of any other exhibitor.

16. Exhibitor Materials

16.1 You shall, on request by Propertydrum, supply Your Content required by Propertydrum for promotion or other media purposes relating to the Exhibition. You are responsible for creating, clearing and providing Your Content to Propertydrum for the Exhibition.

16.2 You shall ensure all material provided to Propertydrum or supplied directly by You during the Exhibition is accurate and is not offensive, abusive, indecent, defamatory, obscene or otherwise inappropriate for use for such purpose by Propertydrum.

16.3 You hereby grant Propertydrum a non-exclusive, royalty free, worldwide licence to reproduce, exhibit, distribute and use (and have reproduced, exhibited, distributed or used) Your name and Your Content provided by You in relation to (and before, during and after) the Exhibition.

16.4 You represent and warrant to Propertydrum that:

(a) You are the sole author and legal and beneficial owner of the Content;

(b) You have obtained all necessary rights, consents and licences required to use, amend edit, adapt, publish the Content for the purpose of the Exhibition and Propertydrum shall be entitled to see evidence to this effect on request;

(c) the use, reproduction, distribution or transmission of the Content, including any exercise of the licence under clause 15.3 by Propertydrum will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, patent, trade mark, trade secret, or other proprietary right, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy or rights of celebrity, infringement of any discrimination law, securities law or regulation, or of any other right of any person or entity.

17. Cancellation

17.1 Propertydrum may (at its sole discretion) suspend the Exhibition, change the date and/or venue for the Exhibition for any reason and if You are able to attend the revised Exhibition, these Terms shall continue to apply. If You notify Propertydrum in writing within thirty (30) days of receiving notification of the revised Exhibition that You do not wish to attend the re-arranged Exhibition Propertydrum shall reimburse the Fee to You. Propertydrum shall have no other liability to You.

17.2 Propertydrum may (at its sole discretion) cancel an Exhibition at any time for any reason and shall in such event reimburse the Fee to You. Propertydrum shall have no other liability to You.

17.3 If You wish to cancel a Booking You shall notify Propertydrum in writing prior to the Exhibition. In the event that Your cancellation notice is received by Propertydrum no later than 180

days prior to the Exhibition You will only be required to pay Propertydrum 50% of the Fee for the cancelled Booking.

17.4 In the event that Your cancellation notice is received by Propertydrum less than 90 days prior to the Exhibition You will be required to pay Propertydrum the Fee in full for the cancelled Booking and Propertydrum shall be under no obligation to reimburse all or part of such charges, even in the Exhibition that Propertydrum resells or reallocates the cancelled stand space after such cancellation by You.

17.5 In the event that You have paid less than the sums due to Propertydrum for a cancellation as set out in clauses 17.3 or 17.4 above, You will pay the balance to Propertydrum at the same time as Your Cancellation Notice.

18. Termination

18.1 Propertydrum shall have the right to terminate any Booking and/or any agreement between Propertydrum and You to which these Terms apply by notice to You if You:

(a) fail to make any payment due to Propertydrum by the due dates specified in these Terms; or

(b) are in breach of these Terms or You fail to comply with any material obligations or warranties under any agreement between the parties to which these Terms apply and in either case You do not remedy the same (if capable of being remedied) within three (3) days of receipt of notice in writing from Propertydrum specifying the breach or failure and calling for the same to be remedied; or

(c) compound or make arrangements with Your creditors or become insolvent or if any order is made or resolution passed for Your liquidation, winding up or dissolution or if a receiver or manager or administrative receiver or administrator is appointed over the whole or a substantial part of Your assets or of anything analogous to or having substantially similar effect of any such Exhibitions shall occur under the laws of any applicable jurisdiction.

18.2 Termination in accordance with clause 17.1 shall be treated as a cancellation by You and You will be required to pay the cancellation sums specified in clauses 16.3 or 18.4 (as appropriate).

18.3 Following completion of an Exhibition and/or termination of any agreement between Propertydrum and You to which these Terms apply, rights granted by Propertydrum under these Terms shall immediately terminate and revert to Propertydrum, after which You cannot use or exploit (directly or indirectly) Your previous connection with Propertydrum or any Exhibition or as otherwise provided for by these Terms.

19. Indemnity

19.1 You shall defend, indemnify and hold Propertydrum harmless from and against all costs, claims, demands, proceedings, liability, losses and expenses (including reasonable legal fees) whatsoever made against or incurred by Propertydrum as a result of, related to or arising in connection with (i) a breach of these Terms by You, and/or (ii) any acts or defaults of You, Your employees or agents in connection with the Exhibition and/or (iii) any claim brought against Propertydrum that the Content supplied by You infringes, violates, or trespasses or constitutes the unauthorized use or misappropriation of any intellectual property of any third party.

20. Exclusion of Liability and Insurance

20.1 To the fullest extent permitted by the applicable law, Propertydrum excludes: (a) all liability for loss, injury or damage to persons or property at the Exhibition; (b) all indemnities, warranties, representations, terms and conditions (whether express or implied); and (c) any actual or alleged indirect loss or consequential loss howsoever arising suffered by You, or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect). If Propertydrum is liable to You for any reason, Propertydrum's total liability under these Terms or otherwise in relation to the Exhibition is limited to the amount of the Fee received by Propertydrum.

20.2 You shall effect at Your own cost insurance cover concerning insurance of exhibits, postponement or abandonment, and failure to vacate, as well as full public liability and employee liability insurance against personal injury, death and damage to or loss of property for a limit of indemnity of not less than five million pounds sterling (£5,000,000) or its equivalent, and Propertydrum shall be entitled to inspect such insurance policies upon request.

20.3 Nothing in these Terms shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment.

21. General

21.1 Neither party shall be liable to the other in respect of any non performance of its obligations by reason of any act of God, civil war or strife, terrorist act or threat of act, act of foreign enemy, invasion, war, satellite failure, legal enactment, governmental order or regulation, industrial action, trade dispute, lock-out, riot or any other cause beyond their respective control provided always that in any such event the duration of the agreement between the parties shall be extended over which such event continues.

21.2 If any provision of these Terms is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of Terms and this shall not affect the enforceability of the remainder of these Terms nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

21.3 The terms of these Terms shall not be enforceable by a third party (as defined in the Contracts (Rights of Third Parties) Act 1999 (the "Act")) under the provisions of the Act.

21.4 You may not assign or transfer any rights or obligations under these Terms to any third party without Propertydrum's prior written consent.

21.5 Propertydrum may assign, transfer or novate these Terms and the rights and obligations under it to any other party at any time and shall inform You thereof in writing within a reasonable time thereafter.

21.6 Any notice or other information to be given by either party under these Terms shall be made by first class prepaid mail (if sent from and to an address within the UK) and first class prepaid airmail (if international) to the address above or to an address or e-mail address supplied, by Propertydrum or You (as applicable) for the such purpose, and shall be deemed to have been communicated two (2) business days after posting, if sent by first class mail, five (5) business days after posting if sent by airmail and on the next business day, if sent by e-mail.

21.7 No waiver or any breach of any of these Terms shall be deemed to be a waiver of any other breach and no waiver shall be effective unless in writing.

21.8 No term or provision in these Terms shall be varied or modified unless agreed in writing and signed by the parties.

21.9 These Terms together with any other document incorporating these Terms shall constitute the entire agreement and understanding between the parties in relation to its subject matter.

21.10 The parties acknowledge and agree that they have not relied on and shall have no right of action in respect of any representation, warranty or promise except as expressly provided in these Terms and for such representation, warranty or promises made fraudulently and all conditions, warranties or other terms implied by statute or common law are by these Terms excluded to the fullest extent permitted by law.

21.11 You acknowledge and allow that data submitted by You in connection with a Booking may be used for the purposes of updating Your details on Propertydrum's databases and of compiling statistical information on You. For further information, please read our privacy policy, which can be found at <https://thenegotiator.co.uk/privacy/>.

21.12 These Terms and any agreement to which these Terms apply shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts, without regard to conflict of laws rules. For any dispute under this Agreement, any claim (including, but not limited to any claim for injunctive or monetary relief) will be brought only in English Courts, and neither You nor Propertydrum will object to the exercise of personal jurisdiction by such court.

Propertydrum Ltd 2018