

Exhibitor Name _____ Director _____
 Address _____ Asst. Director _____
 _____ Telephone _____
 Post code / Zip _____ Country _____ Facsimile _____
 Email _____ Website _____

This is a binding contract when countersigned by both parties regarding participation in the fine art and antique exhibition in London, United Kingdom known as the London International Fine Art & Antique Fair at Olympia (LIFAAF). Contracts should be returned to Clarion Events Ltd at the address set forth on the signature page of this contract.

Stand Request:

Included in the stand cost is: wall-to-wall carpeting, standard height hardwall dividers as per fair regulations and standard allocations, exhibitor sign and catalogue representation. Center stage and Olympia Square stand heights are 3.5 m. throughout the fair, except in the Orangery, where the height is 3 m. There may be additional fees for stand lighting, required stand decoration, and required insurance, and cooperative marketing levy. Extra walls, special walls, walls higher than standard, custom flooring, stand trim, additional signage, furniture, custom drapery, miscellaneous electrical services, shelving, closets, sculpture pedestals, sculpture drayage and labour furnished for exhibitor-supplied materials are available at additional charge. Minimal stand size for haute couture jewellery is 18 sq. metres.

Center Stage (20 metres minimum)

20 - 40 square metres: £650.00 per sq. m. 40+ square metres: £625.00 per sq. m.

Olympia Square (10 metres minimum)

12 -17.5 square metres £550.00 per sq. m.

The Orangery (15 metres minimum)

15 - 20 square metres: £495.00 per sq. m.

We request a stand size of _____ sq. m. Stand Preferences 1) _____ 2) _____ 3) _____

Where two exhibitors share a stand greater than 20 metres, each exhibitor will be charged the individual exhibitor rate or the portion of the stand occupied.

New Contract Year 2 of multi-year contract

We request an agreement of 1 2 3 4 5 years. Contracted Exhibitors for 3 or more years are eligible to serve on the Dealer Committee and will be protected from any future price increases for three years. Upon countersignature by LIFAAF, this agreement shall be binding on both parties on the same terms and conditions, except for annual date adjustments at the discretion of LIFAF, for the term indicated above.

2010 exhibitors signing contracts for 2011 by 30 June 2010 will be charged the 2010 rate for the full contract period.

Stand sizes indicated on this application are an approximation. Final stand size may vary up to 15% and will depend on stand design and available floor space for the Exhibition. Final stand size will be charged accordingly at the rate applicable.

Deposit Requirements

Please remit a deposit of £855 with this application for stand space. UK cheques should be made payable to "Clarion Events Ltd" and delivered to Clarion Events Ltd at the address set forth on the signature page of this contract. Overseas wire transfer transactions should be made in sterling to:

Account Name: Clarion Events Ltd
Account Number: 19118287 **Sort Code: 60-07-14**
National Westminster Bank, Earls Court Branch, Earls Court Road, LONDON SW5 9AB
SWIFT Code: NWBKGB2L **IBAN Code: GB96 NWBK 6007 1419 1182 87**

Please include gallery name to ensure proper credit. No space will be reserved without receipt by Clarion Events Ltd of the required deposit. If Clarion Events Ltd is unable to accept your application, a full refund of the deposit will be issued.

Enclosed is our deposit of £855 related to this application. This deposit is to be applied toward exhibition stand fees.

CREDIT CARD INFORMATION

Please charge the deposit of £855 to our credit / debit card. *NB UK registered credit (not debit) cards are subject to a 2% transaction charge.*

Visa Debit Visa Credit MasterCard American Express

Number _____ Valid from (mm/yy) _____ Expires (mm/yy) _____ Security code _____

 Name on Card (please print) Authorised Signature Date

Our proposed exhibition will be primarily:

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Old Master Paintings | <input type="checkbox"/> Textiles & Carpets | <input type="checkbox"/> Contemporary Jewellery | <input type="checkbox"/> Period Jewellery |
| <input type="checkbox"/> 19th Century Paintings & Sculpture | <input type="checkbox"/> Antiquities | <input type="checkbox"/> Clocks & Watches | <input type="checkbox"/> Silver |
| <input type="checkbox"/> 20th Century Paintings & Sculpture | <input type="checkbox"/> 18th Century Furniture | <input type="checkbox"/> 19th Century Furniture | <input type="checkbox"/> 20th Century Furniture |
| <input type="checkbox"/> Modern & Contemporary Art | <input type="checkbox"/> Books, Manuscripts & Maps | <input type="checkbox"/> Oriental Art | <input type="checkbox"/> Tribal Art |
| <input type="checkbox"/> Coins & Medals | <input type="checkbox"/> Other _____ | | |

Brief description _____

CONTRACT TERMS AND CONDITIONS

This contract is between _____ (hereinafter referred to as the "Exhibitor") and Clarion Events Ltd, Earls Court Exhibition Centre, Warwick Road, London SW5 9TA UNITED KINGDOM (hereinafter referred to as "Clarion Events"). The terms and conditions of this contract (and any addenda attached hereto) shall be the terms and conditions applicable to Exhibitor's lease of stand space at the Exhibition from Clarion Events, such Exhibition to be located at the Olympia Exhibition Centre in London, UK, during the dates of 9 June – 19 June 2011 and such dates as may be scheduled by Clarion Events in future years of a multi-year Contract. The terms and conditions of this contract shall also cover any additional days made available by the organiser for the build up and break down of the stand space at the Exhibition. In consideration of the terms and conditions contained herein, and other valuable consideration, the receipt of which each party acknowledges, Exhibitor and Clarion Events agree as follows:

DEFINITIONS

In these Terms and Conditions the following expressions shall, unless the context otherwise requires, have the following meanings:

- "Additional Regulations"** means the regulations issued by the Hall Owner in relation to exhibitions mounted at the Halls.
- "Exhibit"** means any article so described by the Exhibitor and permitted by the Organiser to be exhibited.
- "Exhibition"** means the London International Fine Art & Antique Fair including any sectional exhibition associated with it.
- "Exhibitor"** means any person to whom space at the Exhibition shall have been allotted under the Contract and shall include all staff, employees, servants and agents of such person.
- "Hall Owner"** means the proprietor of the Halls, together with its agents, employees and workmen.
- "Halls"** means the Exhibition Halls in which the Exhibition shall take place.
- "Organiser"** means Clarion Events Limited others or others appointed by it to organise the Exhibition together with its agents, servants and workmen.
- "Shell Scheme"** means that part of the Stand to be constructed by the Organiser and conforming with the specifications for its type specified in the Handbook.
- "Space"** means the area allotted to the Exhibitor by the Organiser.
- "Stand"** means all erections on the Space.
- "Vetting Committee"** means a committee appointed by the Organiser to vet the quality, antiquity and general suitability of Exhibits.

CONTRACT FOR SPACE

The Organiser reserves the right to accept or reject any application from any potential Exhibitor, whether or not application has been made on the Organiser's standard form and whether or not all or part of the payment for the Space has been made.

OCCUPATION OF STAND

- (a) An Exhibitor shall only exhibit stock which is his own property or the property of another Exhibitor and is consistent with the Exhibitor's speciality.
- (b) The Exhibitor shall be entitled to occupy the Space for the purpose of displaying articles within the scope of the Exhibition for the duration of the Exhibition.
- (c) The Exhibitor shall not assign the benefit of the contract or sub-let the whole or part of the Space, without the written consent of the Organiser. The Organiser and the Hall Owner shall be permitted to have access to the Stand and the Space at all times.
- (d) The Exhibitor must design the stand subject to the approval of the Organiser and with sufficient space for seating of the Exhibitor and staff within the stand. No seating will be permitted in any aisle.
- (d) The Exhibitor must comply with display guidelines as set forth by the Organisers.

COOPERATIVE MARKETING LEVY

In order to expand the scope of the fair promotion, there will be Cooperative Marketing Levy of £75 + VAT per sq. m. due for stands under 16 sq. m. and £55 per sq. m. + VAT for stands that are 16 sq. m. and larger, up to a maximum of £3,000 + VAT per Exhibitor to enable the Organiser to expand its scope of promotion.

- (a) Exhibitors will be furnished with the following:

- (i) 500 formal fair invitations (value £10,000).
- (ii) 200 preview admission tickets (value £16,000).
- (iii) 100 VIP multi-day tickets (value £5,000).
- (iv) 2 full color pages in the fair catalogue (value £1,500).
- (v) 10 Fair Catalogues (value £250).

Additional general admission tickets, preview tickets and catalogue pages may be obtained from the fair Organisers.

PAYMENT

- (a) The Exhibitor shall make payment to the Organiser in accordance with the payment schedule set out in this contract. The Organiser reserves the right to refuse to let the Exhibitor occupy the Space if the Organiser has not received cleared funds of all payments due from the Exhibitor by the due dates. No Exhibitor will be allowed on the floor of the fair at commencement unless all balances have been paid in full.
- (b) Sterling cheques will only be accepted if they are drawn on UK based banks and under no circumstances will cheques be accepted for payment in the 14 day period prior to the Exhibition open date - in this period an alternative method of payment for any due amounts must be used to ensure cleared funds are with the Organiser. Suitable payment methods will be cleared bank transfers or credit/debit card transactions.
- (c) Direct transfers into the Organiser's bank account will also be accepted and all necessary bank details shall appear on the Organiser's invoice.
- (d) Exhibitors may pay by credit card but there is a 2% charge for this facility. Debit card payments do not incur this charge.
- (e) All other sums due from the Exhibitor to the Organiser shall be paid within 7 days of the date of the Organiser's invoice for each sum.
- (f) The balance of the rental price (i.e. less the deposit already received by Clarion Events) shall be paid by Exhibitor in three equal installments, the first of which is due one hundred eighty (180) days prior to the start date of the Exhibition, the second of which is due one hundred twenty (120) days prior to the start date of the Exhibition, with the final payment being due sixty (60) days prior to the start date of the Exhibition. In the event Exhibitor fails to make any such scheduled payments and/or if any payment due hereunder is overdue more than five (5) calendar days past the due date, the Exhibitor's stand location may be assigned to a non-preferential area or any other area at the sole discretion of Clarion Events and a late charge of £1.00 per square metre service charge will be added to the overdue balance.
- (g) There may be mandatory additional fees owed to the organiser or stand builder for stand lighting, required stand decoration, wall covering and/or painting or other extras beyond standard allocation, all of which additional fees and costs shall be invoiced to the Exhibitor and shall be in addition to any other rental fees and sums due hereunder. Extra walls, special walls, walls higher than standard, custom flooring, stand trim, miscellaneous electrical services, additional signage, furniture, custom drapery, shelving, closets, sculpture pedestals, sculpture drayage and labour furnished for exhibitor-supplied materials are available at additional charge. Prices are outlined in the Exhibitor Manual.
- (h) Non-payment of funds due under this contract shall constitute a default by the exhibitor. In the case of such default, Clarion Events LTD shall be entitled to receive all costs of collection, including administrative expenses (which will not exceed 5% of the amount due) legal fees, court costs, and interest permitted by law.

CANCELLATION BY EXHIBITOR

- a) In the event that an Exhibitor fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Contract, then the Organiser reserves the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organiser) to cancel the participation of the Exhibitor and apply a cancellation charges equal to 100% of the contracted stand cost.
- (b) If the Exhibitor wishes to cancel, then written notice of such request must be forwarded to and received by the Organiser by Recorded Delivery post. The notice in writing shall take effect only from the date it is received by the Organiser. Clarion Events shall be under no obligation, however, to grant such a request for cancellation by the Exhibitor. Cancellation by any Exhibitor may only take place with and after the written permission of Clarion Events.
- (c) The Exhibitor will also be liable to reimburse damages due to actual loss caused to the Organiser, ie where the Space or Stand has to be dressed or altered in any way in order to maintain an orderly and visually pleasing exhibition.
- (d) Notwithstanding that the Organiser may resell or reallocate the cancelled stand space even when cancelation charges have been assessed, and the Exhibitor has become obligated for payment of the cancellation charges, the Organiser shall in any event be under no

obligation to reimburse all or any part of such cancellation charges.

GENERAL OBLIGATIONS OF THE EXHIBITOR

The exhibitor shall:

(i) not do, cause, permit or suffer to be done on the Stand anything which shall in the sole opinion of the Organiser be inconsistent with fair design, display limitations, constitute a nuisance or which may be an infringement of or contravene any licence held by the Organiser or the Hall Owner or its appointed catering contractor and (without limitation) the Exhibitor shall ensure that sound levels emitted from the Stand shall not exceed those levels which in the opinion of the Organiser would cause disturbance to other Exhibitors or which would breach any laws, by-laws or any other rule or regulation;

(ii) conduct business and distribute literature only from the Stand and no other part of the Halls and not take away buyers from the Halls to other business premises;

(iii) behave in a professional manner whilst participating in this Exhibition. Conduct which is aggressive, either verbally or physically, toward any member of staff including the organisational team and its appointed contractors, the Vetting Committees, Security, Traffic, Catering etc, and also towards any other Exhibitor, will NOT be tolerated and an Exhibitor may be excluded from future exhibitions or asked to leave the Exhibition forthwith.

(iv) agree to abide by the aesthetic standards set forth by Clarion Events or as determined or promulgated in the future by the organisers of the Exhibition prior to the Exhibitor's enrollment in the exhibition or promulgated by the organizers thereafter, and Exhibitor agrees to be bound by all rules, regulations, terms and conditions contained in the Exhibitor's Manual, to be supplied to Exhibitor after this contract has been executed by Clarion Events and Exhibitor. Walls, lighting, fabric, design, labour, etc., are all furnished by Clarion Events to guarantee uniformity of overall design of the Exhibition. The stand will be integrated into the overall design of the Exhibition.

POWERS AND DISCRETIONS OF THE ORGANISER

(a) The Organiser shall be entitled to:

(i) allocate to the Exhibitor a Space other than the space which the Exhibitor has applied for;

(ii) change the Space and Stand allocated to the Exhibitor at any time before the Exhibitor takes possession of the Space and Stand and if such changed area of such Space and Stand is smaller than the area specified in the application for Space, the Organiser shall make a refund to the Exhibitor pro-rata to the amount of the area reduced;

(iii) alter the position or layout of the Exhibition and any stands including the Stand and Space;

(iv) refuse any person admission to the Exhibition;

(v) remove from the Stand or the Halls at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these Terms and Conditions;

(vi) alter the hours for which the Exhibition shall open, i.e. a Gala evening or special event - Exhibitors are required to man their Stand in such circumstances;

EXHIBITOR INSURANCE

"Standard Insurance" has been arranged on your behalf. The arrangement fee of £55 (for 2011, subject to amendment in future years) + VAT will be invoiced along with your stand costs prior to the event. See below for requirements should you wish to provide alternative insurance details. The standard cover and limits required are:

a) Exhibition Expenses. The full value of lost expenses directly incurred in connection with the exhibition as a result of Cancellation, Abandonment, Postponement, Curtailment, failure to Vacate or Non-Arrival of any exhibits beyond the control of the Exhibitor and/or Organiser, "Standard Cover" £20,000.

b) "Exhibition Liability". The legal liability of the Exhibitor to pay compensation and claimants costs and expenses arising out of bodily injury, disease or illness sustained by any person (other than employees of the exhibitor) or loss of/or damage to material property. "Standard Cover" £2,000,000.

c) Exhibition Property. The full value of Property whilst at the Venue, during build-up and pull-out, and whilst in transit thereto and therefrom protected against loss or damage. "Standard Cover" £20,000.

If you wish to make your own arrangements to meet these limits you will need to provide satisfactory evidence of such alternative arrangements to be approved by Towergate Coverex, 2 County Gate, Staceys Street, Maidstone, Kent, ME14 1ST. T: 0844 892 1613 E: coverexclarion@towergate.co.uk. At this point you will receive a credit note for the arrangement fee element of your invoice.

The Organiser's Exhibitor Insurance Policy is arranged by Towergate Coverex and underwritten by Aviva Insurance Ltd. A full policy wording detailing conditions and exclusions is available from Towergate Coverex on request.

The Organiser acts as the agent of the Exhibitor in arranging such insurance. Any exhibitor who requires cover for sums in excess of those stated or for risks not insured by the Organiser's policy should effect such additional cover on their own behalf. Exhibitors may contact Towergate on the details above. The Organiser cannot accept any responsibility for such additional coverage required or arranged by an exhibitor.

It is the contracted Exhibitor's responsibility to ensure that any stand sharers have adequate public liability insurance cover of their own, otherwise the contracted Exhibitor may be held responsible for any claims relating to the stand sharers. We would suggest that you request your stand sharers to each have the same level of public liability cover as the Organisers request contracted Exhibitors to have, namely a minimum indemnity of £2m. Towergate can be contacted in this regard at the details above.

EXHIBITOR'S LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

(a) All Exhibits, fittings and all other items brought into the Exhibition by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor.

(b) The Organiser shall not be responsible for any loss or damage to such Exhibits, fittings or items however caused.

(c) The Organiser shall not be responsible for death or personal injury to the Exhibitor or the agents, contractors or other invitees of the Exhibitor save in the case of the Organiser's negligence.

(d) The Exhibitor shall indemnify and keep indemnified the Organiser against all losses, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:

(i) any breach by the Exhibitor of any of the Terms and Conditions of the Agreement; or

(ii) any loss suffered by the Organiser as a result of default or negligence of the Exhibitor or any of his agents, sub-contractors, invitees or employees; or

(iii) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the Terms and Conditions of the Agreement.

(e) The Exhibitor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the Stand and anything done on or from the Stand caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the Stand or by any Exhibit or machinery or other item belonging to or introduced by any such person.

LIMITATION OF THE ORGANISER'S LIABILITY

(a) The Organiser does not make any warranty as to the Exhibition in general, and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor. Whilst the Organiser 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 Organiser that any Exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Organiser that any such Exhibitor shall attend the Exhibition. The Organiser shall not be liable for the absence of other Exhibitors from attending the Exhibition.

(b) The Organiser and the Hall Owner shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of the Organiser or the Hall Owner's negligence. Nothing in the Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, the Organiser or the Hall Owner or their servants, agents or employees.

(c) Without prejudice to clause (b) above, the combined liability of the Organiser and the Hall Owner for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher of

(i) ten thousand pounds (£10,000), and

(ii) the amount of all sums paid by the Exhibitor to the Organiser under this Agreement in relation to the Exhibition.

(d) The Organiser and the Hall Owner shall not in any event be liable for any:

(i) indirect or consequential losses, damage, costs or expenses;

(ii) loss of profit; (iii) loss of revenue; or (iv) loss of goodwill.

(e) The Organiser and the Hall Owner shall not be liable for any claim made by the Exhibitor more than two (2) years after the event or, in the case of a series of events, the first such event which gives rise to such claim.

(f) Except as set out in this contract, the Organiser excludes all conditions, terms, representations (other than fraudulent or negligent

representations) and warranties relating to services provided in respect of the Exhibition, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.

(g) Each provision of this clause excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this contract.

(h) Without limiting his obligation to take out insurance cover for such risks as he shall consider appropriate the Exhibitor shall take out insurance cover in respect of the matters set out in the clause below including public liability insurance for loss, damage or injury caused by the Exhibitor's neglect or default.

CANCELLATION BY ORGANISER/FORCE MAJEURE

(a) If at the absolute discretion of the Organiser, the Halls become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, Government intervention, malicious damage, acts of war, terrorism, acts of God, strikes, riots or any other cause, the Organiser reserves the right (but shall not be obliged) to:

(i) change the location and/or date of the Exhibition;

(ii) curtail the Exhibition;

(iii) reduce the Installation Period, Exhibition Open Period or Dismantling Period; or

(iv) cancel the Exhibition.

(b) In the circumstances specified in paragraphs (a)(i), (ii) and (iii) of this clause then both parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

(c) If the Exhibition is cancelled in accordance with paragraph (a)(iv) of this clause, except in acts of war or terrorism, the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all Exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition including a reserve, established at the sole discretion of the Organiser, for future claims and expenses in connection with the Exhibition.

(d) If the Exhibition is cancelled in accordance with paragraph (a)(iv) of this clause due to acts of war or terrorism then both parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

(e) In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition the Organiser will refund the Exhibitor all charges paid by the Exhibitor to the Organiser and the Exhibitor agrees and acknowledges that he will have no further claim whatsoever against the Organiser in respect of such cancellation.

JEWELLERY

All Exhibitors displaying jewellery should verify requirements regarding individual stand security with their product liability insurer. All Exhibitors displaying jewellery are required by Clarion Events to order a safe for their stand. Details of safe procurement for the Exhibition are set forth in the Exhibitor Manual, which shall be provided under separate cover to Exhibitor as aforesaid. All individual stand security must be arranged through Clarion Events operations department. All fees associated with individual stand security are the sole responsibility of each Exhibitor.

ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

(a) The Exhibitor must conduct himself in a manner which, in the opinion of the Organiser, does not damage the reputation of the Exhibition and is not offensive to the Organiser, other Exhibitors, members of the Vetting Committee or persons attending the Exhibition.

(b) The Exhibitor must comply with all statutory local and other regulations or requirements and by-laws which affect or apply to the Exhibition or the Halls and in particular any fire regulations. All materials used on the Stand must be non-flammable.

(c) The Exhibitor must comply with and observe the Additional Regulations and stand fitting regulations, copies of which are available from the Organiser, and all other instructions and regulations laid down by the Hall Owner and the Local Authority from time to time.

TERMINATION AND WITHDRAWAL

(a) Without prejudice to any other rights the Organiser may terminate the contract by notice in writing:

(i) if the whole or any part of the amounts due from the Exhibitor to the Organiser are not paid within fourteen days of the due dates (whether formally demanded or not);

(ii) if the Exhibitor fails to observe and fulfil any of the terms of the contract;

(iii) if the Exhibitor shall have a receiver or administrative receiver appointed over all or any part of his assets or an application is made for the appointment of an administrator or an administrator is appointed or the Exhibitor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds of Arrangement Act 1914 applies or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankruptcy order is made against him or he enters in any compromise or arrangement with his creditors or a majority of them in value.

(b) Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from him under the contract prior to such termination.

VETTING

(a) For the avoidance of doubt nothing herein shall affect in any way the relationship of seller and buyer between any Exhibitor and visitors or buyers nor the laws and regulations applicable thereto;

(i) all Exhibits are subject to vetting by the Vetting Committee. Exhibitors must adhere to both the Vetting Regulations and the Vetting Procedures. The Organiser and its appointed representatives are the final arbiters of the quality, antiquity and general suitability of Exhibits.

(ii) all Exhibits must be labelled with a description of the item, country of origin, date, restoration (if any) and price. Any unlabelled Exhibits will be rejected.

(iii) Exhibitors must make all Exhibits available for inspection by the Vetting Committee at times to be announced and at any other time which the Organiser may designate.

(iv) new Exhibits must be clearly grouped for vetting by 09.30 hours on each subsequent morning. All Exhibitors must comply with the Vetting Regulations.

(v) an appeal will only be allowed against a unanimous rejection if there is previously undisclosed documentation or documentary evidence available. In such a case, the evidence will have to be submitted concurrently with the appeal.

(vi) the Organiser will provide porters who will remove all rejected items from stands and take them to the Vetted Off Store. These items will not be permitted back into the Exhibition. The decision of the Vetting Committee is final. The Vetted Off Store will be furnished with racks and shelving to ensure the safety of the items therein. Any property left unattended or within the Vetted Off Store is done at the owner's risk. Neither the venue, Clarion Events, the members of the Vetting Committee or their employees accept any responsibility for loss or damage sustained to property at the premises.

(vii) all Exhibitors must leave the Stand during vetting.

19. ASSIGNMENT AND SUB-CONTRACTING

(a) The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part this contract or any of his rights, liabilities or obligations under this contract without the prior written consent of the Organiser.

(b) The Organiser reserves the right to assign its rights, liabilities or obligations under this contract either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment.

(c) This contract shall be binding upon and shall benefit the successors and assigns of the Organiser and (where the Organiser's written consent is given) the successors and assigns of the Exhibitor.

(d) The Exhibitor shall not without prior written consent of the Organiser employ sub-contractors. If with such consent he does so, every act or omission of the sub-contractors shall for the purposes of this contract be deemed to be the act or omission of the Exhibitor.

RELATIONSHIP OF THE PARTIES

Nothing in this contract shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

RIGHTS OF THIRD PARTIES

The parties intend that this contract may be enforced by the Hall Owner pursuant to s1(1) of the Contracts (Rights of Third Parties) Act 1999.

SEVERANCE

If at any time any one or more provisions contained in the contract is or becomes invalid, illegal or unenforceable in any respect this shall

not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

APPLICABLE LAW

The validity construction and performance of the contract shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.

By execution of this contract the Exhibitor acknowledges and accepts the Rules and Regulations set out in Addendum A and attached hereto. The Exhibitor promises to abide by the Rules and Regulations contained in this contract and such further rules and regulations as may be implemented by Clarion Events and/or its Dealers' Advisory Committee governing the terms of the Exhibition. Exhibitor's use of the stand space and the Exhibition premises shall be subject at all times to those rules and regulations adopted by Clarion Events.

20. Addendum A - Rules and Regulations

(a) **General Information:** Location of the Exhibition is at the Olympia Exhibition Hall, London, United Kingdom. Exhibition and Preview Hours are subject to modification at the discretion of Clarion Events.

(b) **Accuracy of Information:** In the event any Exhibitor shall submit false information whatsoever, or attempt to exhibit artwork not specified on the Exhibitor's Application, Clarion Events reserves the right to cancel the Exhibitor's Agreement at any time, and retain any monies paid as liquidated damages.

(c) **Sub-Contractors:** All sub-contractors employed must be approved in writing by the Clarion Events operations department prior to entering the Exhibition premises.

(d) **Security:** A 24-hour security guard service is provided to prevent entry to the Exhibition area by anyone not authorised by Clarion Events or not wearing proper badges for admission to such areas. The security service supplied does not guarantee Exhibitor security against loss, theft or other mischief and does not imply an assumption of liability for the loss, destruction, theft or vandalism of any of Exhibitor's property or injury to any of Exhibitor's personnel, agents or employees. Security passes with an authorised signature and/or passes issued by Clarion Events must be utilised. The above is for the protection of all Exhibitors and shall not be construed as any guarantee or indemnification whatsoever to Exhibitor against loss or theft or otherwise, nor does it imply an assumption of liability by Clarion Events with respect to Exhibitor's property.

(e) **Catalogue:** An official catalogue is to be published for Clarion Events. No claims can be entertained with respect to errors or omissions in the catalogue. The Exhibitor shall be responsible for the content of the entries and for any damages claimed through the publication thereof. Exhibitor may be restricted to a maximum number of pages in the catalogue.

(f) **Promotional Activities:** Cinema, video, audio, printed material and posters are not permitted at Clarion Events.

(g) **Restrictions:** Signage: All signage for Clarion Events must be standard, as set forth in the Exhibitor Manual. No Exhibitor will be allowed to mount, display or post non-uniform signage without prior written approval. No signs or banners extending beyond the limits of Exhibitor's stand will be allowed unless confirmed in advance in writing by Clarion Events. Furniture: All furniture must be standard, as set forth in the Exhibitor Manual. No additional furniture, displays, storage units or similar furnishings will be allowed without prior written approval by Clarion Events.

(h) **General Remarks:** Special Exhibition badges must be worn by Exhibitor's staff. All verbal agreements, individual permits and special arrangements must be confirmed in writing. No food will be allowed outside the designated eating areas. Violation of the above Rules and Regulations may lead to Exhibitor expulsion without refund of monies paid under this contract.

I/We have read this contract on behalf of the Exhibitor in its entirety, including the Rules and Regulations set out in Addendum A, and as agents of Exhibitor, agree that Exhibitor shall be bound by the terms and conditions herein.

Name (Please print)

Title

Authorised Signature

Date

Accepted by Clarion Events

Date

MAIL ORIGINAL COPY TO:

Clarion Events Ltd, Earls Court Exhibition Centre, Warwick Road, London SW5 9TA UNITED KINGDOM

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