

## NOTES:

- 1) If your company requires a Purchase Order to be completed, this should accompany the order form.
- 2) Please note that we do not issue statements.
- 3) If your company can only pay by BACs please ask for our Bank details before submitting this Order Form.
- 4) We regret that incomplete Order Forms must be retuned unprocessed.
- 5) Please supply a drawing or sketch detailing your electrical fittings, sockets outlets and mains switches. N.B if light fittings are positioned over central area of stand would you please order LIGHT BATTEN SUPPORTS from official Stand-fitting Contractor.

## CONDITIONS:

In these Conditions Showlite Limited are referred to as "the Contractors".

- 1. The contractors have been appointed Official Electrical Contractor and all work will be executed by them. The installation of electrical work by any other person other than the Contractors is expressly prohibited. No person other than a member of the Contractors' staff may alter or otherwise interfere with the installations.
- 2. These conditions shall form part of the Contract and shall override any other terms which are consequent therewith unless a special contract is made in writing wherein it is expressly state that these conditions shall not be applicable or shall be treated as varied.
- 3. Quotations do not constitute an offer and no contract shall be created except by the Contractors acceptance of an offer expressly made by the customer after the receipt by him/her of this quotation. Every such offer shall be deemed to incorporate these conditions and any reference in the offer to the other conditions shall ipso facto be deemed to have been excluded from and not to apply to the offer.
- 4. Quotations are based upon the cost of material, labour, transport and mains and consumption ruling at the date of the quotation and if between that date and the termination of the work variations either by rise or fall shall occur in any such cost that the contract price shall be amended to provide for such variations.
- 5. Force Majeure. Whilst every effort will be made by the Contractors to carry out any accepted Contract the full performance of it is subject to variation or cancellation by the Contactors consequent upon Act of God, War, Riots, Strikes, Lockouts or other Labour disturbances, Fire, Flood, Restrictions of the use of Transport, Fuel or Power, Requisitioning, Shortage of Materials or Transport or Labour or any other cause beyond the control of the contactors. In the event of the completion of the contact being frustrated owing to any of the above causes, the contract shall be deemed to be complete and the customer shall be liable for not less than the percentages of the total contract value as follows:-

i) Carrying out preliminary work at our Works - 50 percent

ii) Delivery to site of goods, materials or machinery supplied by the Contractors - 75 percent

iii) Handling over to Customer on opening day of exhibition or earlier - 100 percent

- 6. All goods, materials and machinery supplied by or though the customer shall be of sound construction and fit and proper for the purpose for which they are to be used.
- 7. All goods, materials and machinery supplied by the contractors in connection with the exhibition stand fitting shall be on hire unless otherwise stated.
- (a) The Contractors its servants or agents shall not be liable for and the Customer will indemnify the Contactors its servants or agents against any loss or damage (except by fire or explosion), to plant, equipment, stock, Exhibition stand fittings, furniture and any other property belonging to the Contractors or its Sub-Contractors and Agents during the period of hire.

(b) The Customer will indemnify the Contactors against:-

(1) Any loss or damage which the customer, exhibitors, tenants, staff, workmen, attendants or any other person may sustain from any cause whatever and (2) Any claims for compensation for injuries to workmen (other than the Contactors workmen unless arising under Clause 12 hereof) employees, visitors, attendants or any other person which may arise or for which the Contactors or its servants or agents maybe considered liable in anyway whatsoever.

- 9. All complaints shall be made in writing to the Contactors within seven days of the cause of the complaint arising otherwise no claim will be entertained by the Contactors. In this respect time shall be the essence of the contract.
- 10. The contractors' employees are only authorised to accept instructions to transport or otherwise to convey or to enter into arrangements in connection with the property of the Exhibitor on the understanding that the Contractors accept no responsibility for the loss or damage to the customers' exhibits or property or for any goods entrusted to their care unless the contractors have agreed in writing to act as Bailee of such exhibit's, property or goods.
- 11. The period of hire means the period beginning with the first day the Exhibition is open to the public to the last day it is open, or in the case of Exhibition's not open to the public, the duration of the Exhibition as such.
- 12. Where in the course of the contract work is carried out in existing buildings or use is made of private roads or paths or other property the Contractors shall in the absence of written notice to the contrary from the Customer be entitled to assume that such buildings, roads, paths, and other property are safe and suitable to be used and that all necessary licenses have been obtained. The Contractor its servants or agents shall not be liable by reason of their negligence or otherwise for any damage to any such buildings, roads, paths or other property including vehicles and shall be indemnified by the customer against all claims in respect thereof and of such user.
- 13. The Contractors observe the conditions imposed in respect of any Exhibition by the Organiser of Promoter or Local Authority and those conditions are binding also upon the customer. It is the responsibility of the customer to obtain permission in writing from the Operator, Promoter or Local Authority for any variations from those conditions and to make such written permission available to the Contractors. The customer shall be responsible to the Organisers or Promoters or Local Authority for any claim which may be made on the Contractors its servants or its arising out of the foregoing.
- 14. Estimates and/or designs will be submitted upon receipt of adequate particulars or estimates will be submitted to designs prepared by the customer or his agent. Any design, drawing, plan or estimate prepared by the Contractors remains the property of the contractors and must not in part or whole be submitted to or copied by any other person.
- 15. In the event of the Contractors being involved in additional cost owing to the alteration of the Exhibition erection and /or dismantling periods or other working conditions know at the date of the quotation, then the Contractors reserve the right to make such amendments to the Contract price as will enable them to recover such additional costs.
- 16. (a) Whilst every effort will be made to supply materials of good merchantable quality in connection with any contract, no warranty to that effect is expressed or implied.

(b) The contractors its servants or agents are not to be held liable for stoppages or any consequential loss or damage arising out of work done or services rendered under any contract of hire.

17. Any agreed variations of any of the above conditions shall not invalidate the remainder.