



XVIII International Trade Fair for
Savory Snacks and Nuts
27-28 JUNE 2019

EXHIBITOR RULES & CONDITIONS

In these Rules and Conditions the following words shall have the meaning set opposite same respectively.

Exhibition:	SNACKEX 2019
Organisers:	European Snacks Association and their appointed Exhibition and / or Conference Management.
Owners:	The Landlords of the building in which the Exhibition is to take place.
Exhibitor:	Any company or person to whom space is allotted at their or his request and their or his employees or agents.
Exhibit:	Any article referred to in the Exhibition booking form or subsequently displayed on Exhibitors' stands
Stand:	The area allocated to an Exhibitor and stand / display erected thereon.
Hall:	The Exhibition hall and any area or other rooms in connection with the Exhibition.
Authorities:	Any body legally authorised for making regulations.
Contractors:	Any person, firm or company employed by the Owners or Organisers of the Exhibition for erection, fitting out or other work on any stand in the Exhibition.

1. OPENING HOURS

The Trade Fair (Exhibition) will be open each day from 27 - 28 June 2019 inclusive. The hours of opening will be 10.00 to 18.00 hours on Thursday 27 and 10.00 to 18.00 on Friday 27. These hours are subject to change according to the final event programme.

2. APPLICATION FOR SPACE

Application for space must be made by the correct completion of the official booking form & contract provided by the Organisers and must include a binding signature of the applicant and should contain details of the proposed exhibit. Applications will be dealt with in order of receipt. The submission of an application with 50% deposit in the manner and on the booking form provided, together with the written stand confirmation by the Organisers constitutes the legally binding exhibition contract between the Exhibitor and the Organisers in accordance with these Rules and Conditions. Any application not accompanied by the said deposit will be deemed null and void. The Organisers shall reserve the right to refuse any application without assigning any reason. The Organisers' decision on admission of any company or product to the Exhibition will be final. The Organiser takes sole authority for acceptance of applications as well as allocation of stands. In the event that none of the stand choices listed on the booking form should be available at the time of receiving the application, the Organisers shall allocate another similarly suitable site. Whilst every effort will be made to accommodate requests by exhibitors not to be located close or next to competitors, final assignments and floor positions are at the sole discretion of the Organisers without giving any reason. In no circumstances shall any such assignments permit the Exhibitor to repudiate, modify or cancel the Contract.

3. CHARGES FOR EXHIBIT SPACE

The rental charges for floor space inclusive of turnkey package shell scheme are as described on the Exhibition booking form. Additional requirements such as furniture, floral decor, telephone, further electricity supply, may be obtained at additional cost by completion of the relevant order forms in the Exhibitor Services Manual. To qualify for the ESA members' rate, Exhibitors must maintain their membership through the dates of the event.

4. PAYMENT FOR EXHIBIT SPACE

All payments must be made by cheque payable to European Snacks Association, by bank transfer or by credit card in Euros according to the specifications stated in the Exhibition booking form. Any bank charges incurred on foreign cheques or transfers will be charged to the account of the Exhibitor. Reservation costs are settled in two instalments: the Exhibitor shall pay a deposit of 50% of the total reservation costs (for the Exhibitor's first stand choice), when applying for space. Only fully completed applications, duly signed and with deposit payment, will be processed. **The balance of payment shall be paid in full by the Exhibitor on or before 30 January 2019.** Failure to remit the balance by this due date constitutes cancellation of contract. In this case, any deposit paid by the Exhibitor will be forfeited and the stand re-allocated. **For bookings made on / after 01 December 2018, 100% of the reservation costs fall due at the time of booking.** All credit card payments will be charged an extra 3 (three) per cent processing fee.

5. CANCELLATION OR REDUCTION OF EXHIBIT SPACE

The Organisers will be prepared only in exceptional circumstances and at their total discretion, to consider the reduction or modification as to size of space or the cancellation of their contract for space with Exhibitors and then only if the following conditions are complied with.

- The request for cancellation or modification is submitted by registered post.
- The reason given is in the Organisers' opinion well founded.
- The Exhibitor agrees in every case that the Organisers shall retain 50% of the total cost of space to offset administration expenses.

(d) 100% of the exhibition fee is due if cancellation is received on / after 01 December 2018.

(e) That agreement by the Organisers to such requests shall not prejudice any other rights they may have against Exhibitors under these rules or associated contracts in connection with the Exhibition.

6. ALTERATION OF FLOORPLAN

Whilst every endeavour will be made to adhere to the published layout of the Exhibition, the Organisers shall be entitled to vary the layout if, in the opinion of the Fire or other Authority, public safety will be improved, or if, in the opinion of the Organisers, this is in the general interest of the Exhibition. Should any error arise in the allotment of space to any Exhibitor, no liability in regard thereto shall rest on the Organisers. In such case the Organisers will endeavour, without prejudice, to offer a substituted arrangement but they do not bind themselves to do so. In no circumstances shall any changes permit the Exhibitor to repudiate or cancel the Contract or seek any form of damages as a result.

7. BANKRUPTCY OR LIQUIDATION

In the event of an Exhibitor or intending Exhibitor becoming bankrupt or (being a Company) entering into liquidation (whether voluntary or compulsory, other than for the purpose of reconstruction or amalgamation), making any composition with creditors or having a receiver appointed, or the equivalent of any of the foregoing in any jurisdiction, the Organisers shall be at liberty to terminate forthwith the contract with such an Exhibitor, and all sums paid by the Exhibitor under the contract shall be forfeited without prejudice to any other rights of the Organisers.

8. OCCUPANCY AND DISMANTLING OF STAND

The Organisers will advise Exhibitors in advance of the dates and times when exhibits and other properties can be received at the exhibition Hall by the Exhibitor, his servants, agents, employees and contractor for the purposes of erecting and preparing his Exhibit(s). All goods must be brought in and taken out by the entrances and exits specified by the Organisers. All goods delivered to the Exhibition must be accompanied by or received by a representative of the Exhibitor, and cases must be unpacked on arrival. All labour for receiving, unpacking, placing in position and removal must be provided for by the Exhibitor but in default the Organisers may, at the Exhibitor's expense and risk, do whatever they may consider necessary in the interests of the Exhibition. Goods may not be delivered to nor removed from the Exhibition during the hours it is open to visitors except with the written permission of the Organisers. All stands must be completed and ready by the date and time stated in the Exhibitor technical manual. In the event of an Exhibitor failing to take possession of his allocated stand space by the stated time, the charges for such allocated stand space will nevertheless remain due to the Organisers. In the event of non-payment of full stand fees, the Organisers shall have the right to refuse to permit the Exhibitor to occupy or use the stand space until all sums due to the Organisers from the Exhibitor have been paid. Stands must be open for viewing and staffed during the Exhibition opening hours. Each Exhibitor will advise the Organisers on the appropriate forms in the Exhibitor manual of the names and position of the person responsible for installation, operation and removal of exhibition materials and of the staff to be present on the stand. The said representative will be authorised to approve any service contract required. The Exhibitor remains responsible for his representative. Upon being required to do so by the Organisers, the Exhibitor shall cease to employ at the Exhibition any servant of the Exhibitor who may be guilty of any conduct, which, in the opinion of the Organisers, is prejudicial to the proper management of the Exhibition. Exhibitors shall remove from the exhibition Hall by the date and time advised by the Organisers, all exhibits, displays, stand fittings, materials and other items brought to the exhibition Hall by the Exhibitor. The Organisers reserve the right to dispose of any materials remaining after this time. The removal of exhibits and the dismantling of stands must not commence until the official closing of the Exhibition.

9. INSTALLATION

All stands will be required to have a standard shell scheme provided by the Organisers, or an alternative scheme acceptable to the Organisers. All stands and fittings must be substantially erected or placed and must conform to any Regulations or Bye Laws of the Local Authority and/or other Authority including fire precautions and to the Regulations of the Owners and are subject to the approval of the Organisers who require the Exhibitor to submit plans in advance of erection or fitting. Such safety precautions in respect of stand fittings and Exhibits as may be required by the Local Authority and other regulating bodies must be undertaken by and at the expense of the Exhibitor. Detailed stand regulations to which Exhibitors must conform will be published in an Exhibitor Services Manual, which will be made available online for all Exhibitors.

- No contractor, other than the officially approved contractor, for erection of a stand or otherwise shall be entitled to enter the Hall without the written consent of the Organisers. In such cases the Venue Owners shall be entitled to make a set up charge to Exhibitors.
- No Exhibitor will be permitted to install his display or exhibits in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways.
- Gangways, exits and emergency exits must be kept clear and free for passage and must not be littered or obstructed.
- All structures and materials, including signs, shall conform to the requirements of the Organisers in accordance with pertinent local regulations.
- Timber used must be kiln-dried so as to avoid damage to the carpets through condensation; any carpet flooring installed by the Exhibitor shall be taped securely at the edges.
- All movement of and fixtures to the shell scheme and all electrical installations and connections must be carried out by the contractors appointed by the Organisers.
- No storage of packing cases or packing materials other than packing goods for display is permitted within the Exhibition Hall. All such cases and materials must be removed from the Hall by the date and time specified in the Exhibitor Services Manual.

10. REGULATORY REQUIREMENTS

Exhibitors agree to observe the same Conditions of Tenancy as are accepted by the Organisers in their Agreement with the Owners and in particular to refrain from doing anything contrary to the licences of the Authorities or the fire insurance policies upon the Hall. Exhibitors are bound to take cognisance of and comply with any laws, orders and regulations in force at the time of the Exhibition relating to hygiene, fire prevention and public safety. They are responsible for observing any local regulations regarding storage and display of exhibited items. The opening of the Exhibition is conditional on compliance with the safety regulations stipulated by the Owners and following a satisfactory safety inspection by the Authorities, which will take place prior to the opening. Whenever possible, stands must be ready and fitted at the time of the Safety Commission's inspection and the Exhibitor or his representative must be present and be able to supply acceptable fire safety reports in respect of all materials used. Details of the Owner's safety specifications will be included in the Exhibitor technical manual. Persons under the age of 16 years are not permitted to enter the Exhibition areas at anytime.

11. ELECTRICAL REQUIREMENTS

A schedule of electrical services together with the relevant charges will be included in the Exhibitor Services Manual. An Exhibitor may provide his own electrical fittings where such fittings are in the form of made-up showcases, signs etc., complete and ready for connection to the mains supply. All electrical installations must be in accordance with current edition of the rules and conditions laid down by the Owners, local Authority, or any other competent Authority and connections must be made via approved safety plug sockets and plugs. Multiple plugs with fixed plug contact points (three way sockets) are forbidden. Before use, all electrical units and appliances are to be tested for insulation resistance and the effectiveness of safety devices.

12. STAND CLEANING

Stand cleaning is included in the charge for stand space, but the Exhibitor is responsible to the Organisers for seeing that his stand is maintained in a clean and orderly state. The Organisers are responsible for daily cleaning of common areas.

13. COMPRESSED AIR, WATER, DRAINAGE

Compressed air services are available inside the Exhibition Hall and are available upon request at extra cost to Exhibitors. Water and drain services are not possible at this venue. The use of non-flammable gas may be permitted provided that the containers comply with the relevant safety regulations. Any Exhibitor wishing to use non-flammable compressed gas must notify the Organisers as early as possible. The Organisers must approve the use of compressed air in advance. Exhibitors requiring compressed air should notify the Organisers at the time of booking stand space, as certain stands are easier to supply. Flammable gases may not be used or displayed.

14. DANGEROUS EXHIBITS AND SUBSTANCES

Exhibits, or working demonstrations, which involve substances of a dangerous, explosive or objectionable nature, are prohibited. This ban covers naked flames, liquid propane, toxic liquids and gases, dangerous and poisonous products etc.

15. FIRE PRECAUTIONS

Exhibitors shall, in all cases, comply with all requirements of their insurers, fire officers and other Authorities concerned with the Hall and its protection. The Exhibitor shall be responsible that each attendant or employee on the stand is acquainted with the position and use of the fire extinguishers in the Hall and knows the position of the nearest fire alarm. Full details of the rules and regulations pertaining to fire safety will be included in the Exhibitor Services Manual.

16. DAMAGE TO EXHIBITION BUILDING, FIXTURES & FITTINGS, OR SHELL SCHEME

An Exhibitor shall not cut or damage the floor or any part of the walls or structure of the Hall nor shall any stand interior fittings be attached to the roof, floor or other part of the Hall without prior consent in writing of the Organisers. Any Exhibitor causing any damage to the Hall or any person whomsoever must pay for same and hold the Organisers indemnified against the same. No painting is to be carried out in the Exhibition Hall. The fixing of display material to the shell frame and panels will be permitted only by those methods set down by the Organisers. No nails, screws or other fixtures may be driven into any part of the shell scheme or the Exhibition building or furniture, including floors, pillars, walls, nor may any part of the building be damaged or disfigured in any way.

17. SECURITY

The Organisers will provide a security service during the period of installation, dismantling and during the hours when the Exhibition is closed, but shall not be liable for loss or damage, however caused. For the purposes of security, contractor passes and Exhibitor badges may be supplied. Badges must be worn at all times by the Exhibitor and his staff whilst in the Exhibition and Conference areas.

18. SUB-LETTING

No Exhibitor shall assign, sub-let, underlet, grant any licence, share or in any way part with or divide any stand allotted to him, nor shall any circulars, advertisements, photographs or other matter relating to any company or person who is not an Exhibitor be displayed or distributed without the consent in writing of the Organisers.

19. PUBLIC LIABILITY

The Exhibitor shall carry public liability insurance against personal injury, death or damage to or loss of property for a limit of indemnity not less than EUR 2,000,000 (or its equivalent). The Organisers shall be entitled to inspect such public liability policy, which the Exhibitor shall make available on request by the Organisers. The Organisers shall not be liable for any claims arising from death or bodily injury or damage to property arising in connection with the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or the construction or dismantling periods, caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant,

agent, licensee or invitee of his, or the act, omission or neglect of any such person or by any exhibit, machinery or other article of the Exhibitor or in the possession of or use of the exhibitor or any servant or agent of his. The Exhibitor will indemnify the Organisers in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor shall effect adequate insurance in respect of all such claims and the liability thereof assumed by the Exhibitor.

20. ORGANISERS' LIABILITY

The Organisers shall indemnify the Exhibitor against claims for personal injury or death or loss of or damage to the Exhibitor's tangible property solely to the extent due to the proven negligence of the Organisers or their employees. The liability of the Organisers under this indemnity shall be unlimited in the case of personal injury or death and in other cases shall be limited to EUR 2,000,000 in respect of any single event or series of events arising from the same cause. Otherwise, the Organisers shall have no liability on any basis in respect of the Exhibition unless expressly provided for in these Rules & Conditions.

21. INSURANCE OF EXHIBITS

Whilst the Organisers agree to take all reasonable precautions in order to protect the property of the Exhibitor during installation, dismantling and the Exhibition itself, they do not accept responsibility for any loss or damage resulting from fire, theft, accident or any cause whatever, in respect of any property brought to the Exhibition premises by the Exhibitor or his servants, agents, sub-contractors or any other persons. The Exhibitor releases and indemnifies the Organisers in respect of any loss or damage to the exhibits, any property brought to the premises, whether it is his property or not save as provided for in paragraph 20 above. Exhibitors are also responsible for insuring against any legal liability incurred in respect of injury or damage to property belonging to third parties. In addition to this, Exhibitors must insure against the financial consequences of abandonment, cancellation or curtailment of the event due to reasons beyond the control of the Organiser.

22. POSTPONEMENT OR ABANDONMENT

If the Exhibition is postponed, cancelled or abandoned by reason of war, fire, storm, explosion, terrorist attack, national emergency, labour dispute, strike, lockout, civil disturbance, inevitable accident, force majeure, the non-availability either wholly or partially of the Exhibition premises, or any other cause not within the control of the Organisers, the Organisers shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses) costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as a result of the happening of any such events.

23. FAILURE TO VACATE

If the Exhibitor or his servants, agents or sub-contractors should fail to remove all his property or otherwise fail to vacate the Exhibition premises by the date and time specified in the Exhibitor Services Manual, due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by the Owner or other losses and costs incurred by the Organisers as a result of the Exhibitor failing to vacate the premises by the agreed time and without prejudice to any other right or remedy of the Organisers. The Owner may remove any property of the Exhibitor left at the exhibition Hall by the Exhibitor after the said time and the Exhibitor shall pay the costs of such removal to the Organiser on demand.

24. DISCRETIONARY POWER OF ORGANISERS

The Organisers reserve the right to alter, add to or amend these Conditions. The Organisers may in writing, waive these Conditions, or any of them, in any particular case, or cases, as they shall consider appropriate. No alteration, addition, amendment or waiver to or of these conditions shall operate to release any Exhibitor from his obligations set out herein. The Organisers undertake to give the fullest sympathetic consideration to the interests of the Exhibitors. Should any question arise which is not provided for within the terms of these Rules and Conditions, the Organisers' decision must be accepted as final.

25. PUBLICITY & PROMOTION

The Organisers reserve the sole rights of compiling and issuing any catalogue or list of Exhibitors and Exhibits. The Organisers reserve the sole rights of printing and issuing invitations and tickets of admission, and only such invitations and tickets will be valid for the Exhibition. The Exhibition name, wordmark(s), logo(s) and associated graphic devices are the protected property of the Organisers and cannot be reproduced in any form, for any purpose, without their written permission. No article may be photographed, drawn, copied or reproduced without the consent in writing of the Organisers. Exhibitors may not schedule private functions or events which conflict with officially scheduled events surrounding the Exhibition and Conference.

26. SOLICITATION, CANVASSING, DISTRIBUTION OF GIFTS

No Exhibitor is permitted to demonstrate, solicit orders, or distribute promotional material other than within the boundaries of their paid for exhibit space. Exhibitors must not paste or otherwise affix or exhibit advertisements upon any part of the building. No journal, magazine, book or periodical may be sold, offered for sale, given away, advertised or otherwise promoted from any stand or anywhere within the Exhibition building without the Organisers' written permission. Violators will be removed from the Exhibition and waive any and all rights or claims for damages against the Organisers arising out of the enforcement of this Rule.

27. GOVERNING LAW AND DISPUTES

These Rules & Conditions are governed by Belgian law and the Exhibitor accepts the exclusive jurisdiction of the Belgian Courts. Any claims asserted by the Exhibitor are to be submitted to the Organisers in writing within two weeks following the conclusion of the Exhibition. Any later claims will not be taken into consideration.

EUROPEAN SNACKS ASSOCIATION

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