



# TERMS & CONDITIONS

## 1. DEFINITIONS

### 1.1. In these Terms, the following definitions apply:

**1.1.1** 'Contract' and "Terms" mean these terms and conditions, any terms set out within the Registration Process and any schedules or other agreement in writing which is expressed to form part of this Contract, as the same may be amended, modified or supplemented from time to time in accordance with these provisions.

**1.1.2** 'Registration Process' means the registration form to which these Terms are appended or the details provided as part of the online registration process by which the Exhibitor agrees to partake in the Exhibition.

**1.1.3** 'Exhibitor' means the person or corporate entity named within the Registration Process for whom the Organiser has agreed to provide exhibition space and/or sponsorship opportunities or additional services under this Contract and includes all employees, servants and agents of such person or corporate entity.

**1.1.4** 'Organiser' and 'LATA' means Latin American Travel Association, of 20 Upper Tachbrook Street, London SW1V 1SH.

**1.1.5** 'Services' means the provision of an Exhibitor Area at the Exhibition for the purpose of exhibiting or advertising products or services or the provision of any sponsorship package or other Value Added Services.

**1.1.6** 'Exhibition' means the exhibition organised by LATA and known as Experience Latin America Exhibition 2014 as detailed within the Registration Process.

**1.1.7** 'Exhibitor Area' means an area allocated to the Exhibitor at the Exhibition under the Contract which shall consist of a table with up to four chairs only or such other arrangements as the Organiser and the Exhibitor may agree in writing.

**1.1.8** 'Value Added Services' includes but it is not limited to the hire of meeting rooms, insurance, sponsorship arrangements, delegate places and internet listing.

**1.1.9** 'Exhibition Venue' means the location for the Exhibition as notified by the Organiser.

**1.1.10** 'Owner' means the owners and management of the appointed Exhibition Venue, its employees or agents.

**1.1.11** 'Fee' means the charges payable by the Exhibitor under the Contract as detailed within the Registration Process. All fees are set in British Pounds.

**1.1.12** 'Authorities' means the Local Authority and the Fire Authority.

**1.1.13** 'Force Majeure' will mean any circumstance beyond the reasonable control of either party including but not limited to any acts of god, epidemics, pandemics, swine flu, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lightning, strikes or lockouts, riots, civil commotions & disturbance, war, rebellion or harmful acts for political, terrorist, biochemical attacks, cyber-attacks, national mourning or other similar purposes, material emergency, terrorist or military activity, labour disputes, accident, interventions and regulations.

**1.1.14** 'Official Evening Function' will mean only functions organised by LATA.



**1.2** The heading in these Terms are for convenience only and they must not be construed as limiting or defining the content of any clause.

**1.3** The use of any gender includes the others. The use of the singular includes the plural and vice versa.

**1.4** The use of the words 'including' or 'includes' are only intended to illustrate particular examples and the use of such examples is not intended to limit in any way whatsoever the interpretation or construction of these Terms or any other words in this Contract.

**1.5** The obligation of a party not to do something includes an obligation not to permit or authorise the doing of it.

**1.6** This Contract shall only come into existence when the Exhibitor's registration is confirmed as accepted in writing by the Organiser.

## **2. TERMS OF THE CONTRACT**

**2.1** These Terms (including any incorporated as part of the Registration Process) constitute the entire agreement between the Exhibitor and the Organiser and supersede any previous agreement or understanding. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

**2.2** Any changes or additions to the Contract must be agreed by the Organiser. The Organiser reserves the right to vary or amend these Terms, provided that such variations or amendments will not diminish the Exhibitor's rights or increase its liabilities under the Contract.

**2.3** This Contract will be governed by and construed according to English law. Any disputes between the parties under this Contract will be subject to the exclusive jurisdiction of the English courts.

## **3. FEES AND PAYMENT**

**3.1** The Exhibitor must pay the Fee for the provision of the Exhibitor Area or Value Added Services.

**3.2** Full payment is due within 10 days of the Exhibitor's registration being confirmed by the Organiser as accepted.

**3.3** The Exhibitor will not be permitted to exhibit unless the Fee has been paid in full.

**3.4** The Exhibitor acknowledges that unless payment is received within 14 days of the due date as detailed in 3.2., the Organiser reserves the right to charge interest on any amounts overdue at a rate of 4% above the Base Lending Rate of HSBC Bank plc as applicable from time to time. The Organiser also reserves the right to cancel the Contract where payment is not made by the due date.



**3.5** Value Added Services must be paid for in full when booking them and such services cannot be cancelled save as provided in clause 5 of these Terms.

**3.6** All payments of Fees (including in respect of Value Added Services must be paid via bank transfer or Paypal). Further information on payment methods and applicable fees can be found on the Exhibition website.

**3.7** All Fees are subject to VAT at the prevailing rate if applicable.

#### **4. ELIGIBILITY OF EXHIBITORS**

**4.1** Exhibitors will be able to exhibit by invitation only.

**4.2** So far as possible LATA members will have priority over non LATA members in registration where there is likely to be surplus demand

**4.3** An Exhibitor who is either associated with or a selling agent for another firm or firms and who wishes to exhibit such third party's products or services must state so at the time of making registration. The Exhibitor's registration will be dependant on providing this information at the time of submitting its registration and the exhibition or promotion of such third party products or services is only permitted with the prior approval of the Organiser.

**4.4** The Exhibitor will be responsible for obtaining all necessary licenses, permits and visas that may be required by local or national law applicable to the city and/or country in which the event is being held in order to participate in the Exhibition.

#### **5. CANCELLATIONS**

**5.1** Exhibitors may terminate this Contract by giving written notice to the Organiser, provided that such notice is given at least 120 days prior of the start of the Exhibition. The Exhibitor will be liable for 50% of the Fee and also any fees payable in respect of any Value Added Services (plus VAT). If such notice is given to the Organiser less than 120 days prior to the start of the Exhibition, then no refund will be provided and all Fees shall be payable in full.

**5.2** The Organiser will not assist the Exhibitor in obtaining any necessary documentation for entry into the country where the Exhibition is to be held. Failure by the Exhibitor to obtain such documentation from the relevant authorities will not constitute frustration of the Contract but the Exhibitor may be permitted to transfer its place at the Exhibition to another person or company suggested by it and acceptable to the Organiser. In the event of such transfer, the Exhibitor will still remain primarily liable to the Organiser under the Contract.



## **6. ORGANISER'S RIGHT TO TERMINATE TO CONTRACT**

**6.1** The Organiser will be entitled to terminate this Contract if it considers, at its own absolute discretion, that the Exhibitor (or its employees, agents, stand sharers or other representatives):

- 6.1.1** is unlikely to perform any of the provisions of the Contract; or
- 6.1.2** is likely to be banned from attending the Exhibition by applicable laws; or
- 6.1.3** the Exhibitor's products or services provided do not fit the profile or the particular standards of the Exhibition.

**6.2** The Organiser reserves the right at its sole discretion to abandon, cancel or suspend the Exhibition, in whole or part, if it considers that exhibitor participation or support is not sufficient to make the Exhibition economically viable. The Organiser's decision will be final.

**6.3** In the event of the abandonment, cancellation or suspension of the Exhibition as detailed in 6.2., the Exhibitor will be entitled to receive repayment of the Fee paid. However, the Organiser will not be liable to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which the Exhibitor may have incurred as a result of the abandonment, cancellation or suspension of the Exhibition.

## **7. PHOTOGRAPHY**

**7.1** Logos, stands, branding and other promotional outlets must not be photographed, drawn, copied or reproduced without the written permission of the Organiser.

**7.2** The Organiser reserves the right to take photographs, films and videos or other recordings of the Exhibition, promotional outlets, Exhibitors and their products for the purposes of promoting the Exhibition in future years.

## **8. FORCE MAJEURE**

If the Exhibition is abandoned, cancelled or suspended, in whole or in part, by reason of Force Majeure, the non-availability of the Exhibition Venue or any other causes outside of the reasonable control of the Organiser, the Organiser's liability towards each Exhibitor shall be limited to the repayment of the Fee (or a proportionate part thereof depending on the period of any abandonment, cancellation or suspension) paid by the Exhibitor and under no circumstances shall the Organiser be liable in respect of any other actions, claims, losses (including consequential losses), costs or expenses whatsoever which the Exhibitor may have incurred as a result.

## **9. SIGNS**

The Organiser and the Owner reserve the right to affix stand numbers or directional signs on any part of the Exhibition Venue (including on any Exhibitor Area). The position of such signage will be at the sole discretion of the Organiser and the Owner.



## **10. PRESENTATIONS AND AUDIO-VISUAL EQUIPMENT**

**10.1** No presentations to visitors (either by PowerPoint or any other similar means) can be held on any Exhibitor Area save with the prior consent of the Organiser. If the Exhibitor wishes to carry out a presentation of this nature, it must book a meeting space as a Value Added Service. Such booking is subject to availability and an additional fee. This provision shall not prevent the silent running of computer presentations (whether projected onto a screen or not) on any Exhibitor Area provided that the same does not adversely affect any fellow exhibitors. The Organiser reserves the right in its absolute discretion to require the removal of any such presentation where the same has such adverse effect.

**10.2** Audio-visual equipment or amplifiers must not be used on Exhibitor Areas or elsewhere at the Exhibition Venue without the prior consent of the Organiser.

## **11. COMPETITIONS**

No competitions or the like can be held without the written consent of the Organiser whose decision is final. Such consent shall not be required in respect of prize draws where no financial payment is required in order to enter and the value of the prize does not exceed £20. Exhibitors who wish to provide competition prizes otherwise than as permitted in the foregoing may be entitled to have the same promoted by the Organiser at Official Evening Functions, lunches or seminars subject to agreement in respect of payment of a fee as a Value Added Service.

## **12. OFFICIAL CATALOGUES AND EXHIBITOR DIRECTORY**

**12.1** The Exhibitor hereby authorises the Organiser to publish its directory entry on the Exhibition website, in the Exhibition official catalogue and/or in any other directory relating to the Exhibition.

**12.2** The Organiser is not liable for any omissions, misquotations or other errors in the compilation of the Exhibition directory or website, the Exhibition official catalogue or any other directory published in print, electronically or in any other media.

## **13. OBLIGATIONS OF THE EXHIBITOR**

**13.1** The Organiser will allocate a particular space to each Exhibitor at the Organiser's own discretion and the Exhibitor has no right to occupy any particular space within the Exhibition Venue.

**13.2** The Exhibitor must not assign any of its rights under the Contract, or share, sublet or grant licences in respect of the whole or any part of its Exhibitor Area.

**13.3** The Exhibitor must comply with all requirements of the Authorities and the Owner in respect of its presence at the Exhibition Venue.



**13.4** The Exhibitor must keep its Exhibitor Area clean and tidy at all times. If the Exhibitor fails to do so, the Organizer reserves the right to arrange for the cleaning of the area, in which case, any cleaning fees so incurred must be paid by the Exhibitor in question on demand.

**13.5** The Exhibitor must:

**13.5.1** not remove or dismantle any part of its exhibit from its Exhibitor Area prior to the official closure of the Exhibition.

**13.5.2** have an authorised representative present at its Exhibitor Area at all times when the Exhibition is open.

**13.5.3** not obstruct the view of adjoining Exhibitor Areas, nor operate in any manner likely to be intrusive or damaging to other exhibitors, including and not limited to unreasonable use of light and noise.

**13.5.4** not display or distribute any political, illegal, immoral or offensive material at the Exhibition.

**13.5.5** comply with all reasonable instructions and deadlines provided by the Organizer, the Owner and any Authorities.

**13.5.6** indemnify the Organizer against any costs, damages or liability incurred by the Organizer if it is in breach of clause 13.5.4.

**13.5.7** pay to the Organizer the costs of any damage to furniture and/or fixtures and fittings at the Exhibition Venue or at any of the Official Evening Function venues caused by the Exhibitor or any persons for whom it is responsible in any way whatsoever.

**13.6** The Exhibitor, and all persons for whom it is responsible in any way whatsoever, must not take part in any canvassing or leafleting without the prior consent of the Organizer nor conduct or organise any petitioning or demonstration nor act in any way that may reasonably be considered objectionable or which is likely to disrupt the Exhibition in any way.

**13.7** The Exhibitor must not use the Exhibition or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral.

**13.8** The Exhibitor must not do anything which might reasonably be expected to invalidate any insurance in respect of the Exhibition or the Exhibition Venue.

**13.9** Smoking is prohibited throughout the Exhibition Venue save in any external area that is specifically designated as a smoking area by the Owner.

## **14. TICKETS AND PASSES**

**14.1** The Organizer will issue official admission tickets (badges) and no other form of admission ticket will be valid.

**14.2** Admission tickets will be emailed to Exhibitors prior to the event.



**14.3** No Exhibitor will be admitted to the Exhibition without presenting a valid pass at the entrance.

**14.4** The Organiser reserves the right, at its absolute discretion, to withdraw a pass issued to any Exhibitor or eject any person or persons from the Exhibition if such persons behaviour is such as to amount to a breach of these Terms.

## **15. EXEMPTIONS**

**15.1** Applications for any consent required by these Terms from the Organiser must be in writing and must set out full details of the matters for which consent is sought.

**15.2** The decision on the application will be at the Organiser's absolute discretion.

**15.3** No consent given by the Organiser will be effective unless it is in writing.

## **16. INSURANCE**

**16.1** It is a requirement for all Exhibitors to have public liability insurance cover for a minimum of £5 million valid in the UK for the duration of the Exhibition. An administration fee of £53 will be included on all registrations to allow us to procure (on individual Exhibitor's behalf) the required public liability cover. This fee is not payable where proof of alternative cover (if applicable) is provided by the Exhibitor at the time of payment. Any Exhibitor found to not have the required public liability insurance in place will not be permitted to exhibit at the Exhibition and the Organiser shall have the right to cancel this Contract without any further liability on its part and for the avoidance of doubt no refund of any Fees shall be payable to the Exhibitor in such circumstances.

**16.2** The Organiser will not be liable for loss or damage to exhibits or other property of the Exhibitors. The Exhibitor must take out and maintain adequate insurance in respect of all such loss or damage.

**16.3** Exhibitors must insure themselves against costs and expenses which they may have incurred in the event of the Exhibition being abandoned, cancelled, postponed or curtailed, in whole or in part, in cases of Force Majeure. The Organiser accepts no responsibility in respect of such abandonment, cancellation, postponement or curtailment, in whole or in part, in cases of Force Majeure.

## **17. COPYRIGHT AND PATENTS**

**17.1** The Exhibitor acknowledges that all intellectual property, including but not limited to trademarks, copyright, design rights, patents and confidential information related to the Exhibition is owned by or licensed to the Organiser. The Exhibitor undertakes not to use the same without the express prior written consent of the Organiser.





**17.2** The Exhibitor warrants that its products and promotional literature have not been copied from any third party and that, as far as they are aware, they do not infringe any intellectual property rights of any third party.

## **18. RIGHTS OF THE ORGANISER AND OWNER**

**18.1** The Organiser and the Owner, and persons authorised by them, will have the right to enter the Exhibition Venue at any time to execute works, repairs and alterations or for any other purpose.

**18.2** The Organiser reserves the right to amend these Terms at any time in the interest of the good management of the Exhibition, at their absolute discretion.

## **19. PRIVACY POLICY**

By registering to take part in the Exhibition, the Exhibitor consents to the Organiser and its sponsors communicating with it by telephone, email and post. The Exhibitor also consents to the use of their personal contact details for the purposes of the Organiser's internal purposes, including but not limited to accounts processing and statistical analysis of the Exhibition, publishing Exhibitor details and inviting Exhibitors to other events organised by the Organiser. If at any time an Exhibitor no longer wishes to receive communications from the Organiser or any third parties (otherwise than in respect of the organisation of the Exhibition itself and its participation in it) then the Exhibitor should inform the Organiser or the relevant third party in writing.