



HAMBURG ITS World Congress 11 - 15 Oct 2021

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Please return completed and signed form to: hamburg.partnership@mail.ertico.com

1. Company Details

Contact name: _____ Telephone: _____
Position: _____ Mobile: _____
Company: _____ Email: _____
Address: _____ Fax: _____
Postcode: _____ City: _____ VAT Number: _____
Country: _____ PO Number: _____

2. Exhibition Booking

All ERTICO Partners qualify for 10% discount on exhibition space only. (ERTICO membership fees must be fully paid at the time of the event)

ERTICO Member: yes no

Stand number: _____ **Dimensions:** _____ **Open sides:** _____

3. Early Bird (21/10/2019 - 08/10/2020)

Standard rates (from 09/10/2020)

General Location Space Only: €400 +VAT per sqm
 General Location Space Only: €450 +VAT per sqm
 Premium Location Space Only: €500 +VAT per sqm

4. Co-exhibitor

€1000 per exhibiting company +VAT

Company Name: _____

Contact Name: _____

Contact Email: _____

5. Method of Payment

Bank Transfer Credit Card Payment

All credit card transactions will incur an additional 2.5% credit card processing fee. This fee will be applied to the total amount payable. Upon receipt of your application, ERTICO will send you an invoice for 50% on contract and 50% in January 2020 for the remaining value of your reservation.

6. Confirmation

I have read the terms and conditions and cancellation policy* I warrant that I am authorised to sign this legally binding contract on behalf of the company named above.

Total amount payable: _____

Date: _____ Signature _____ Company Stamp: _____

*The terms and conditions can be found on the reverse side of this document. *All mentioned rates exclude VAT

ERTICO - ITS Europe, 326 Avenue Louise, Brussels, Belgium, 1050

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28th ITS World Congress 2021

Terms of Contract to Exhibit

1 DEFINITIONS

In this Contract the term 'Exhibitor' means any person, firm or company who has made an application to exhibit at the Exhibition. The term 'Exhibition' means the event detailed in the Contract to Exhibit. The term 'Organiser' means ERTICO - ITS Europe or its lawful assigns.

2 ALLOCATION OF SPACE

When the space has been offered the Exhibitor is required to give a formal acceptance of the area allotted and the terms and conditions contained in the Contract between the Organiser and the Exhibitor.

3 EXHIBITS

Except with the express permission of the Organiser, the Exhibitor may not display any exhibits in addition to or in place of those described in the Contract to Exhibit.

4 CANCELLATION

(1) In the event that the Exhibitor wishes to cancel their space booking after acceptance by the Organiser, or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed in the Contract to Exhibit, 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 apply the following cancellation charges and to reallocate such space:

For cancellation notified to the Organiser;

1. Between application and 15th December 2019, cancellation charge of 50% of total cost plus VAT
2. After 15th December 2020, cancellation charge of 100% of total cost plus VAT.

If applicable VAT will be added to the cancellation charge.

- (2) Should the Exhibitor wish to cancel, then written notice must be forwarded to and received by the Organiser by Recorded Delivery post. For the avoidance of doubt the Organiser shall not be obliged to accept the Exhibitor's notice of cancellation.
- (3) Notwithstanding that the Organiser may resell or reallocate the cancelled stand (or the space by which it is reduced pursuant to paragraph 5) after payment of the cancellation charges the Organiser shall be under no obligation to reimburse all or any part of such cancellation charges.

5 REDUCTION OF SPACE

Where an Exhibitor wishes to reduce the size of the space booking after acceptance by the Organiser then written notice of such wish must be forwarded to and received by the Organiser. The Organiser reserve the right to apply the scale of cancellation charges detailed in clause 4 to the original total cost in proportion to the amount by which the original stand area is reduced.

The Organiser may resell or reallocate the space in question. There shall be no obligation on the Organiser to accept notification of reduction.

6 RELOCATION

Should it be necessary to revise the layout of the Exhibition for any purpose the Organiser reserve the right to transfer any exhibitor to an alternative stand location within the Exhibition.

7 BANKRUPTCY

In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation, having a Receiver or Administrator appointed in respect of any of its assets then the Organiser reserve the right to terminate the contract with the Exhibitor and in such circumstances the full amount due under the contract shall immediately become payable by the Exhibitor.

8 PROHIBITION OF TRANSFER

The Exhibitor may not assign sub-let share or other grant licences in respect of the whole or any part of the stand space allotted to them without the express permission of the Organiser.

9 VAT

Under Belgian VAT legislation, the supply of exhibition services to Business Customers is deemed to be provided in the location of the customer.

If the Exhibitor is located outside Belgium but within the EU it shall provide the Organiser with details of its VAT number or such other

evidence acceptable to the Organiser to prove that it is operating as a business. In the absence of such evidence the Organiser is obliged to charge Belgian VAT at the appropriate rate. In such circumstances the Exhibitor should account for VAT in their own member state using the 'reverse charge' procedure. Services supplied to Business Customers located outside the EU are not subject to Belgian VAT.

10 PAYMENT

All payments under the contract shall be made in the currency stated in the Contract to Exhibit. Exchange differences arising from payment in an alternative currency will be the responsibility of the Exhibitor. A non-refundable deposit, as specified overleaf must be forwarded with the signed Contract to Exhibit.

The balance of the total cost is due and payable on the dates stated overleaf.

Where payment is not made in accordance with the Contract to Exhibit the deposit may be forfeited and the space re-allocated. In such circumstances the Exhibitor will be responsible for all losses incurred by the Organiser. In the event of non payment to the Organiser by the Exhibitor by the due date, any costs and expenses incurred by the Organiser shall be added to the amount of the debt and be payable by the Exhibitor.

11 PROMOTION AND REPRESENTATION

Whilst the Organiser shall use their reasonable endeavours to organise and promote the Exhibition in such manner as they consider appropriate the Organiser reserves the right to amend or vary the manner and methods of such organisation and promotion and any statements made relating to the audience and methods and timing of promotion shall constitute only a general indication of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

12 POSTPONEMENT OR ABANDONMENT

- (1) In the event of any abandonment, postponement or limitation of the Exhibition, any limitation of the use of the premises or any failure of the services provided therein, the Exhibitor or his agents or contractors shall have no claim against the Organiser in respect of any resulting loss or damage and the Exhibitor's liabilities shall not be affected.
- (2) The Organiser accept no responsibility if delivery of goods and materials or the execution of work is held up or prevented by any cause beyond their control, including without prejudice the generality of the foregoing:
- (a) Strike, lockout, labour disturbance or restriction;
 - (b) Failure by the Exhibitor, his agents or contractors to give instructions or supply the necessary drawings in due time.

13 EXHIBITORS LIABILITIES

The Exhibitor hereby accepts liability for all acts or omissions by itself, its servants, contractors, agents, and visitors and undertakes to indemnify the Organiser and keep them indemnified against all liability in respect thereof and against all actions, claims, demands, costs and expenses whatsoever which may be made against the Organiser including any legal costs and expenses and any compensation costs and disbursements paid by the Organiser on the advice of Counsel to compromise or settle any such claims. Notwithstanding the indemnity hereby given, the Exhibitor undertakes to arrange appropriate third party public liability insurance and employers liability for a minimum of €10 million.

14 INSURANCE LIABILITY

Neither the Organiser nor the Hall owners shall be responsible for the safety or security of any exhibit or property of the Exhibitor, or any other person, for the loss or damage of, or destruction, by theft or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor by reasons of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour dispute, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organiser for any loss or damage occasioned if by reason of the happenings or any such event, the opening of the Exhibition is prevented or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Exhibition.

The Exhibitor agrees and undertakes to ensure in their full replacement value the contents of his stand and all associated ancillary equipment and materials.