

## **Definitions**

For the purposes of this agreement "GUH" shall mean Global Underwater Hub, a not for profit trade association, located at its offices at 1 Abercrombie Court, Arnhall Business Park, Westhill, Aberdeen AB32 6FE. Customer shall mean any party purchasing exhibition service including but not limited to, exhibition space, furnishings, fittings, conference seats, dinner places or other services provided within the GUH event. Member shall mean a paid up member of GUH, for the grade of membership as defined in the GUH scale of fees. Exhibitor shall mean any party entering into an agreement to rent space for the purposes of exhibiting their products and/or services within the GUH event.

## **The Agreement**

All orders for services are accepted by GUH Ltd (hereinafter referred to as GUH) subject to these terms and conditions of sale. No other terms will apply to the supply of services unless agreed in writing by GUH. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that term, provision or condition or any other term, provision or condition of this Agreement. The Customer may not assign, charge, sub-contract or otherwise transfer this Agreement, or any of his rights or obligations arising under this Agreement. Any attempt by the customer to do so shall be null and void. GUH may assign, charge, sub-contract or otherwise transfer this Agreement, or any of our rights or obligations arising under this Agreement, at any time – providing such action does not serve to reduce the guarantees benefiting you under this Agreement. This Agreement may only be varied by an instrument in writing signed by both GUH and the Customer. This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

## **Availability**

Exhibiting at any GUH event is open to companies which are engaged in any aspect of subsea technology, or ocean related technology, or underwater technology, or offer a service related directly to any aspect of subsea technology, or ocean related technology, or underwater technology. GUH reserves the right to decline any order that in its sole belief is inappropriate, may cause offence or harm, or is not relevant to the event.

## **Prices**

This event shall be subject to the scale of fees as detailed in the pricing schedule. Ordinary and Overseas members shall be entitled to the discounted member rate as listed in the pricing schedule as long as their membership subscription is fully paid and no other money is overdue from the Member to the Company at the time of the event. Non members shall not be entitled to a discount, and shall be required to pay the non-members' rate for services as defined in the price schedule. Prices are GUH prices ruling at the date of placement of order. All prices quoted are net of taxes including, but not limited to, VAT, importation duty and other levies that may be applicable. If extra expense is incurred as a result of the Customer's instructions, GUH shall be entitled to recover such extra expense from the Customer. In the event that a company intends sharing a stand with others, then an additional levy shall be applied to the stand-holder of £300.00 + VAT (GUH members) or £360.00 + VAT (non-members) to have additional stand-holders' information included in the directory.

Members who wish to share stand space with a non member shall be liable for the non members' rate as detailed in the schedule of prices.

## **Placement of Order**

Orders shall be placed by completing a booking form and returning it signed by an authorised person, accompanied by a valid purchase order reference. This order shall be binding, and shall be liable for payment in full upon placement of order. The customer is responsible for ensuring the accuracy of information on the booking form, including company name and address, contact details and company information. GUH shall provide details of available space for exhibitors and will, wherever possible, endeavour to meet the customer's requirements. However GUH shall be under no obligation to meet specific customer requirements and shall allocate space. GUH shall provide an internet link to the compiled exhibitor information. The exhibitor shall be responsible for verifying the accuracy of the listing information and for advising of any errors or omissions. This should be done immediately upon receipt of the link information, but in all cases, notification of errors must be received in by email no later than 4 weeks before the event. Where bookings are made for the exhibition within 6 weeks of the event commencing, GUH will endeavour to provide listing information in the exhibition catalogue. However GUH be under no obligation to provide such a listing.

## **Confirmation of Order**

After receiving an order GUH shall acknowledge receipt and shall invoice the amount payable to the customer. Where exhibition space is purchased, GUH shall advise a provisional stand number and shall provide details of the location and dimensions of the space that the exhibitor will be occupying.

GUH reserve the right to decline any order that in its sole belief is inappropriate, may cause offence or harm, or is not relevant to the event.

GUH reserves the right to alter the layout of the exhibition area for operational reasons, and to add or remove exhibit locations at its sole discretion.

The exhibitor may request an alternative space allocation in the event that the space allocated materially changes, but any offer of alternative location shall be at the sole discretion of GUH.

#### **Terms of Payment**

All sales of services shall be chargeable at the time of booking, and an invoice shall be submitted by GUH to the customer. Payment terms are 100% on order placement, payable within 30 days from date of invoice. In the event that payment is not received within 30 days, GUH reserve the right to re-allocate space and/or cancel the order.

In the event that the customer makes a booking within 30 days of the event commencement, full payment shall be forwarded immediately upon booking. GUH reserves the right to decline access to any part of the event for customers who have not made payment prior to the event.

Payment may be made by cheque, bank transfer or by credit card facilities.

#### **Use of Space**

Exhibitors may use their allocated space for the purposes of exhibiting trade products and/or services in relation to their business.

Exhibits shall be safe, and shall comply with all relevant EU regulations. Moving objects shall be suitably guarded and shall at all times be supervised by competent personnel.

GUH reserves the right to require any device that does not meet these requirements to be switched off, isolated and/or removed.

The exhibitor shall maintain their respective stand boundary within the allocated space.

#### **Change of Order**

In the event that the customer wishes to alter their booking, then this shall be subject to the agreement of GUH.

For exhibition space, should the customer wish to reduce or cancel the order, then GUH shall endeavour to re-sell the space. In the event that the space is re-sold, a handling fee of 25% of the value of the space shall be levied. In the event that the space is not re-sold, then the customer shall be liable for the full fee in respect of the commitment within the order, and this shall be payable in full.

For event tickets, cancellations one month before the event will receive a 50% refund of booking fee. Within one month (30 days) of the event, no refunds will be permitted. Bookings fees can be held over to future events by contacting [events@theguh.co.uk](mailto:events@theguh.co.uk)

#### **Risk & Liability**

Except as expressly provided in these terms and conditions of sale all implied warranties, terms and conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by law.

GUH will not be liable for any loss, whether material or otherwise, except where required by law, for any act or omission in relation to this event.

The customer shall be responsible for insuring their property for all risks, and GUH shall be indemnified for any and all claims in relation to the exhibitor's property.

#### **Force Majeure**

a. If the performance of the contract shall be delayed by any circumstances or conditions beyond the control of GUH including (but without prejudice to the generality of the foregoing): war, industrial disputes, strikes, lockouts, riots, fire, storm, Act of God, accidents, non-availability or shortage of materials or labour, any statute, rule, by law, order or requisition made or issued by any Government or Government Department, local or other duly constituted authority, then GUH shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present.

b. If the performance of the contract by GUH shall be prevented by any such circumstances or conditions beyond the control of GUH, then GUH shall have the right to be discharged from further performance of and liability under the contract. If GUH exercises such right the Customer shall thereupon pay the contract price.

#### **Enforcability**

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

#### **Prevailing Law**

The contract shall be subject to and interpreted in accordance with the laws of Scotland and Customer agree to submit to the non-exclusive jurisdiction of the Scottish courts.