

Date Vår ref 2016-02-11 Take Part 2016 Exhibitor Contract

# Exhibitor Contract for the Take Part conference 17-18 May 2016.

# 1.1 General conditions

By placing an order for the Exhibitor Package Exhibitors accept the conditions detailed below as binding.

Exhibitors will receive a signed copy of these conditions via their registered email within two (2) days of order confirmation being received.

Conditions are defined by the Swedish Agency for Accessible Media, hereafter MTM. For the purposes of this contract ordering parties are defined as The Exhibitor or Exhibitors.

# 1.2 ORDERS, CANCELLATION AND LATE CANCELLATION

Ordering an exhibition space must be done via telephone, email or website. Order cancellations must be made within seven (7) days of confirmation.

If the Exhibitor cancels their order after seven (7) days, without the approval and consent of MTM, the Exhibitor is liable to pay compensation in the form of late fees deducted from a return of payment.

The following table describes applied late fees due:

Between initial cancellation time-limit and April 8th 2016 – 30 %

Between  $9^{th}$  April 2016 and  $9^{th}$  of May 2016 – 60 %

After 9<sup>th</sup> May 2016 – 100 %

# **1.3 TERMS OF PAYMENT**

Invoice shall be paid in full and in accordance with the due date. In the case of delayed payment interest will be charged at a rate of 20%.

# **1.4 EXTRA PERSONNEL**

The Exhibitor can register extra personnel for the exhibition. All personnel are bound by the conditions of the contract.

# **1.5 EXHIBITION PACKAGE**

Following are included in the exhibition fee:

- The stand you have booked
- Conference bag insert
- URL posting
- Logo on event website
- Lunch package for 1 person

MTM cannot be held liable for failure to market the Exhibitor if they do not receive a logo in JPG format to <a href="mailto:Exhibitor@mtm.se">Exhibitor@mtm.se</a> within seven (7) days of order confirmation: <a href="http://www.mtm.se/en/takepart2016/">http://www.mtm.se/en/takepart2016/</a>.

MTM cannot be held liable for failure to market the Exhibitor if they do not receive information about the type of marketing material to be inserted in the conference bag within seven (7) days of order confirmation.

MTM cannot be held liable for failure to market the Exhibitor if they do not receive the marketing material to be inserted in the conference bag before 9 May.

# 1.6 CANCELATION, RELOCATION OR CHANGE OF CONFERENCE DATE

If MTM is forced to cancel, relocate or change the date of the conference, for any reason whatsoever, the Exhibitor is only entitled to return of fees paid for the Exhibitor Package as compensation.

# **1.7 TRANSFER OF PURCHASED EXHIBITOR PACKAGE**

Transfer of Exhibitor packages is not permitted without written approval from MTM. Exhibitors are required to give MTM seven (7) days' notice of a proposed transfer.

# 1.8 ACCESS, STAND INSTALLATION AND DEPARTURE

MTM will inform Exhibitors of the date and time when they can access the purchased stand space. Access to the stand is allowed only if the exhibition fee has been paid in full. Stands must be ready for exhibition no later than 18:00 the 16th May 2016. MTM retain the right to freely dispose of the stand in case the stated deadline is not respected.

During installation the Exhibitor must ensure that visual or acoustic interference with nearby stands does not occur and that communication in the exhibition hall is not disturbed.

Exhibition material may not be placed in such a manner that fire regulations are infringed, or accessibility for persons with disabilities limited.

Demonstration of machines with high noise levels or machines that could cause damage to flooring is not allowed.

The Exhibitor is responsible for the installation, preparation, design and decoration of the stand. Exposure beyond the height, width and depth limits of the ordered stand is not allowed.

Material for the stand and exhibition must be removed from the exhibition location no later than 20:00 the 18<sup>th</sup> May 2016.

#### **1.9 MAINTENANCE OF THE BOOTH**

The Exhibitor must keep the stand in good order throughout the public hours of the conference.

The Exhibitor is responsible for the sorting and disposal of waste.

MTM retains the right to remove material that conflicts with applicable law and regulations. If removal occurs as stated above, the Exhibitor shall in no case be entitled to compensation from MTM.

# 1.10 RESPONSIBILITY

The Exhibitor is liable for any and all damages caused by their personnel or their stand materials during the timeframe of the contract. MTM cannot be held liable for damage caused to the Exhibitor's property or leased materials unless such damage is directly caused by MTM personnel.

# **1.11 CONFERENCE CATALOGUE**

If a conference catalogue is printed the Exhibitor is required to provide a print ready logo. MTM retains the right to publish information pertaining to the Exhibitor in a catalogue as it sees fit for the purposes of the conference. MTM owns the sole right to decide on the layout, and disclaims all liability for any inaccuracies.

MTM retains the right to communicate the above information to third parties without the consent from the Exhibitor.

# **1.12 AUDIOVISUAL RECORDING**

MTM will be recording the conference using audio-visual technology and social media.

By accepting the conditions of this agreement Exhibitors agree to their inclusion in this work. Exception to this must be placed with MTM no later the 9<sup>th</sup> of May 2016 and must be based on concerns for commercial security to be accepted.

# **1.13 OBLIGATIONS**

Exhibitors may not without the permission from MTM in any case:

- Place objects outside the assigned stand space
- Inhibit the use of fire protection devices or the like
- Use decorative materials not approved by the Fire Authority (see Fire Safety)
- Keep gases and flammable liquids and the use of open flames in the exhibition area
- Disseminate advertising or otherwise use marketing contrary to the Marketing Act (2008: 486) or the International Chamber of Commerce rules on advertising

#### 1.14 FOOD AND BEVERAGES

All service and sales of food during the conference, including fruit and beverages, are managed by CCC. The Exhibitor has no right to engage another supplier or provide or manage food or drink itself inside the supplier's buildings or on its property. An exception to this rule is made in the case of advertising sweets in paper or plastic wrappers handed out at the exhibition.

These rules comply with current legislation relating to food and alcohol and are intended to guarantee high quality and adequate safety for guests.

# 1.15 FIRE SAFTEY

Booth walls and ceilings must be made of approved fire-resistant materials. Certification with regard to booths must be presented upon request. Wood such as, chipboard, plywood and fibreboard (except cellular) are accepted. Fabric used for decoration and ceilings must be impregnated against fire. This

4

also applies to decorations and signs in Styrofoam. Other signs and the like should be made of fire-rated board.

Materials not allowed include corrugated cardboard and guide plates. Candles, tea lights or burning lanterns are not permitted, unless the CCC approved fire watch is contracted. Safety and fire inspection will take place before the exhibition. Exhibitors may be asked to remove non-permitted constructions or prohibited materials.

## 1.16 CONTRACT BREACH

#### With regard to the Exhibitor

If the Exhibitor is found to be in breach of contract MTM reserves the right to cancel the contract and may claim compensation corresponding to the exhibition fee for the stand and cover all damage that MTM or other party have suffered. If above scenario will occur MTM owns the right to dispose freely of the exhibition stand and the right to expel the Exhibitor from the conference and exhibition.

# With regard to MTM

If MTM is found to be in breach of contract the Exhibitor may cancel the contract and may claim compensation corresponding to the exhibition fee. MTM accepts no further liability for damages or costs.

# 1.17 BREACH OF INTELLECTUAL PROPERTY RIGHTS

In the case of intellectual property infringement occurs or is likely to occur in conjunction with the conference MTM reserves the right to correct situations arising in a manner and to the extent that MTM believes necessary to address the issue.

#### 1.18 FORCE MAJEURE

Party to this Agreement are exempt from penalty for failure to perform obligations per this contract if such failure is due to force majeure and the circumstance prevents, significantly obstructs or delays the performance thereof.

Force majeure is deemed to include government action or omission, new or amended legislation, industrial disputes, blockades, fire, flooding or accident of significant size.

# **1.19 ADDITIONS AND CHANGES**

Additions and changes to the contract must be in writing and agreed upon and signed by both MTM and the Exhibitor to be valid.

#### 1.20 GOVERING LAW

This agreement shall be governed by Swedish law.

# 1.21 DISPUTE

Disputes arising from this contract should be solved between parties to the contract.

In the event the dispute cannot be resolved in this manner, the dispute shall, if it exceeds the sum of five hundred thousand (500 000 kr) Swedish crowns, be

settled by arbitration in accordance with the Stockholm Chamber of Commerce's Rules for Expedited Arbitration. Otherwise, the dispute shall be finally settled by the Stockholm District Court.