



ISM – COLOGNE – 30 JANUARY – 2 FEBRUARY 2011
Application to join the UK Pavilion supported by UK Trade & Investment



- 1a** **Early Bird Rate (before 21 May 2010):** €399.84 or £363.48 per sqm (including 19% German VAT)
70% due with application €279.88 / £254.44 x _____ sqm € / £ _____
- OR**
- 1b** **Standard Rate (from 22 May 2010):** €414.12 or £376.47 per sqm (including 19% German VAT)
70% due with application €289.88 / £263.53 x _____ sqm € / £ _____
- PS8 Management Fee €865.97 or £787.25 (inc 17.5% UK VAT) € / £ _____
- Koelnmesse Media Package €415.31 or £377.55 (Including 19% German VAT) € / £ _____

TOTAL ENCLOSED	€ / £
3% Surcharge added to payments by credit card	

We understand that the final 30% of space and construction costs will be invoiced once our stand has been allocated. If we are successful in applying for UKTI TAP funding, we understand this will be refunded after the exhibition.

2 PAYMENT OPTIONS: Bank transfer to PS8 Ltd Cheque Credit card (+3% surcharge)

A) Transfer to PS8 Ltd - Barclays Bank Plc, 197 Shenley Road, Borehamwood, Herts, WD6 1AR
Euro Account - Sort Code 20-30-19 A/c No: 68528244 IBAN: GB49 BARC 2095 6168 5282 44 SWIFTBIC: BARCGB22
Sterling Account – Sort Code 20-95-61 A/c No: 53370860 IBAN GB15 BARC 2095 6153 3708 60 SWIFTBIC: BARCGB22

Remitter to pay bank charges. Please ensure you detail your name and "ISM 2011" on your transfer

B) Cheques – payable to PS8 Ltd

C) Credit card Debit card Name on card

Card Number Issue No (if applicable)

Start Date Expiry Date Security No

Address of card holder

3 Do you wish to apply for UK Trade & Investment financial support Yes* No

**If yes, Birmingham Chamber of Commerce & Industry will send forms to you on receipt of this application form and payment.*

4 Preferred stand dimensions (metres) _____

5 Products to be displayed _____

6 Company name: _____

Address: _____

Exhibitions contact: _____ Financial Contact _____

Email _____ Tel: _____ Mobile _____

Website: _____ Fax: _____

Signed: _____ Date: _____

APPLICATION DEADLINE (EARLY BIRD) - FRIDAY 21 MAY 2010
APPLICATION DEADLINE (STANDARD RATE) – FRIDAY 2 JULY 2010

Cheques and applications to: Sarah Briones, ISM 2011, PS8 Ltd, 70 Puller Road, Barnet, Herts, EN5 4HD

In submitting this application the exhibitor agrees to be bound by PS8's participation conditions

Participation Conditions

1. It shall be the responsibility of the exhibitor at any show, exhibition or display, stand or other similar event to ensure that:

All products are of UK manufacture. Anyone wishing to display goods or services which are not of UK origin must not do this prominently so as to give the impression to visitors that it is not a display by a firm involved in exporting from the UK.

- All products comply with Acts of Parliament, Orders, Regulations or Codes of Practice relating to quantity, quality, description, safety or price.
 - All products are displayed in a controlled way that ensures compliance with all regulations that may from time to time regulate food hygiene or temperature control.
 - All local requirements of the Environmental Health Department or conditions or rules of the organiser of the event are complied with.
 - Space allocated to the Exhibitor may not be assigned or sub-let to any other company or organisation without the prior written permission of PS8 Ltd.
2. **PS8 Ltd will book space with Koelnmesse based on the total number of m² requested. Space will then be broken down into individual stands and allocated to each exhibitor. PS8 Ltd will endeavour to allocate as close to the requirement of the Exhibitor as possible but cannot be bound by such requests.**
3. Where it is not possible to confirm UK TRADE & INVESTMENT support in advance of contracting for payments, or in instances where an exhibitor may have UK TRADE & INVESTMENT support withdrawn after PS8 Ltd has contracted for payment on behalf of an exhibitor, the exhibitor will remain liable to pay for the full cost of the stand it has been allocated.
4. Exhibitors taking advantage of any initiative coordinated by PS8 Ltd undertake to indemnify PS8 Ltd and its employees in relation to any action against them arising solely due to negligence or breach of contract on the part of the exhibitor/participant.
- 4b. PS8 reserve the right to use any credit in the Exhibitors account, including UKTI Grant from Birmingham Chamber of Commerce to clear any outstanding debts for this or other events
5. PS8 Ltd strongly recommends that the Exhibitor speaks to its company insurer and arrange suitable insurance including cancellation/abandonment of the event, all risks on property owned or hired and employers/public liability risks.
6. The Exhibitor indemnifies PS8 Ltd against the cost of any damage caused by the Exhibitor, his/her servants or agents to the premises. He further indemnifies PS8 Ltd against the cost of repairing any damage which may occur to the Exhibitors' Stand, except insofar as that damage is caused by the PS8 Ltd, his/her servants or agents.
7. Except in respect of any personal injury or death for which PS8 Ltd may be liable at law, their total liability to the Exhibitor in respect of any breach of contract and negligence, shall not in any circumstances exceed the total amount of any payment received by them from the Exhibitor.
8. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
9. Payments must be made according to the payment terms above. 70% is payable on application. The balance is due within 30 days of the Exhibitor's stand being allocated. The Exhibitor is liable for the full cost of participation upon receipt of the completed PS8 Ltd application form to exhibit.
10. Any company cancelling their participation will be liable for the full cost of its stand space and associated services unless a replacement company can be found. Any other charges incurred on its behalf will be charged at cost. An additional fixed charge of £750 will be levied on all cancellations.
11. **Force Majeure** – Neither party shall be liable for any failure or delay in performance of this contract which is caused by circumstances beyond the reasonable control of the parties (a "force majeure" event). Where a force majeure event occurs, the obligations of both parties shall be suspended for so long as the force majeure event continues; however, the Exhibitor shall continue to observe the provisions of the Rules and Regulations so far as possible where the Exhibition has already commenced. PS8 Ltd shall not reimburse to the Exhibitor any payments made if a force majeure event occurs.
12. **Termination for Breach** - Without prejudice to any other right or remedy it may have, PS8 Ltd terminate this Contract at any time by notice to the Exhibitor if the Exhibitor:
Fails to make payment in accordance with clause 6, and the failure to make payment is not remedied within 7 days of the Exhibitor receiving notice requiring payment; or Is in breach of the terms of this Contract (including the Rules and Regulations) and the breach is incapable of remedy within a reasonable time or, in the case of a breach capable of remedy within a reasonable time, the breach is not remedied within a reasonable time of the PS8 Ltd giving the Exhibitor notice specifying the breach and requiring it to be remedied.

The parties acknowledge that what constitutes a reasonable time will depend on the facts including the effect that the breach has upon the PS8 Ltd and upon other Exhibitors; it may, depending on the circumstances, be reasonable for the PS8 Ltd to require the immediate remedy of the breach.

In submitting their application, the Exhibitor agrees to be bound by these terms and conditions.