# EXHIBITOR ADMISSION REQUEST

SEPTEMBER 6 & 7  $^{\text{TH}}$  2023 - PARC DES EXPOSITIONS CHORUS - VANNES

Town:

# COMPANY CONTACT DETAILS

Company name: Address:

Post code:

Country:

Phone number: Name and position of signatory: E-mail: Company registration (obligatory):

Intracommunity VAT number (obligatory):

Invoicing contact Phone number:

E-mail:

### CONTACT COMPANY

First name: Surname: Function: Phone number: E-mail:

### INVOICE ADDRESS (if different)

Town:

Compagny name: Recipient's name: Address: Post code: E-mail:

Country:

# IDENTIFICATION / BRAND / SITE / SHOW CATALOG

Stand sign:

Your website:

This name will be printed on your stand sign and in the exhibition catalogue. If we receive your inscription too late, your name can't be communicate.







### PRIVILEGED CONTACT

Pierre-Emile JEGOU Fixe : +33 6 76 60 65 91 Port : +33 2 97 46 41 41 E-mail : pierre-emile.jegou@lechorus.com

#### rencontres-conchyliculture.com

SPL au capital de 37 400€ NAF 9004Z - TVA FR65912636966 RC VANNES B912636966 SIREN 912636966

# COMPANY ACTIVITY

Associations	Official partners	Environment	Environment and waste	
Administrations and public services	Water treatment	management	management	
Education	Ship building	Handling-Co	Handling-Construction	
Packaging, equipment and products, equipment, clothing, safety	Hatcheries-Nurseries Shellfish equipment and supplies	Transport Press	Services Others	

### YOUR INNOVATION

Would you like to present your innovation as a pitch at the exhibition (subject to validation by the organiser)? Yes No

If yes, please provide a short description of your innovation below (3/4 lines maximum)

DESCRIPTION OF YOUR BUSINESS (3/4 lines maximum)

This text will present your company / organisation in the Official Show Catalogue - MANDATORY TEXT

## SECOND EXHIBITOR PRESENT ON THE STAND\*

Company name: Brand name: Address: Phone number: E-mail:

Activity:

Ph

Represented by:

Website:

\*subject to the approval of the organiser (mandatory registration fee)

## **DESCRIPTION OF STANDS**

### Your stand includes:

- Grey melamine partition panels (2.40m x 1.03m) with grey lacquered aluminium structures
- Blue carpet on the floor
- A sign with the name of your company, association or organisation

**Your stand is delivred without furniture.** For your furniture needs, see Philippe BLANCHO page 5



#### Registration

Registration fee (administrative fee, registration, invitations, exhibitor badges and WIFI access included) Registration fee, second exhibitor present on the stand	365€ 485€
Materials and services stand (Stand equipped with melamine partitions and sign. In order to h products, all range, all stands will be equipped with blue carpeting)	armonise and to offer you a superior range of
9m² stand	754€
18m² stand	1423€
27m² stand	1733€
36m² stand	2190€
45m² stand	2646€
54m² stand	3102€

Bare surface area (Space delimited on the ground with rear partition according to location and sign. In order to harmonize harmonization and to offer you a superior range, all stands will be equipped with blue carpeting)

36m² stand	1888€
54m² stand	2389€
72m² stand	2865€
90m² stand	3179€

Reserve included in the price above 36 m² surface booked (limited number).

Please fill the following questions :

Size:  $lm^2$   $4m^2$   $9m^2$ 

location of your reserve on your stand:

#### Layouts and options

Coloured carpet (9 m² minimum) 1 table + 2 chairs		Red		9€/m2 17€
Cleaning (on stand before opening of				35€
Lighting: 1 led bar	,,			73€
Reserve 1m² (with lockable door – lim	ited number)			125€
Reception counter + 1 high stool				152€
Electricity (including consumption) M	onophase - 16	o amps / 3 kV	V	167€
Threephase - 32 amps / 12 kW				221€
Open angle on the aisle (limited num	ber)			309€

For all requests for specific materials (fridge, television, plants, etc.), please contact us.

External exhibition space		
External exhibition space (72 m2 approximately)	483€	
Handling		
Plan any handling carried out by our staff and our equipment	36€ /30 min	

Total services (ex. VAT) € V.A.T 20% Total services (inc. V.A.T) € Deposit (inc. VAT) of 50% Bank check bank transfer

### I, the undersigned

duly authorized by the above Company and for which I vouch,

- Declares having read and accepted, by signing this document, the general conditions of sale present in the appendix
- Desires, subject to admission by the Organizer and to the extent possible, the areas and services specified on this request according to the prices indicated.
- Request to exhibit the products, articles, goods, materials set out in this request, to the exclusion of all others.
- Undertakes to comply with the requirements of said regulation and those of labor, safety and hygiene.
- Undertake to respect the set-up, tear-down and public opening times indicated in the exhibitor's guide, which will be sent after registration. In case of dispute, only the court of Vannes is competent.
- Hereby declares, to give my firm and definitive adhesion to the exhibition and agrees to occupy the location defined under the terms of payment for any duration of the demonstration
- Undertake to pay 50 % of the TOTAL amount including tax of the request upon signature and the balance upon receipt of the invoice and this no later than **August 08, 2023**.

Payments to be made by check payable or by bank transfer:

- CHECK PAYABLE to « SPL GMVT ». Please write the reference on the back of the check « Shellfish 2023».
- BANK TRANSFER. Name for the transfer: Shellfish 2023

Bank code : 16006 Sort Code : 36011 Account Number : 00833525972 Key : 58 Address : CME IAL COLL PUB(36011) IBAN: FR76 1600 6360 1100 8335 2597 258 BIC : AGRIFRPP860

# MUST BE ATTACHED TO THE FILE

- A deposit of 50 % of the total including tax
- 1 KBIS extract less than 3 months old
- 1 insurance certificate
- 1 certificate of civil liability professional

Signature and company stamp preceded by the mention «Read and approved»:

Date: Localisation:

### Your technical contact

Philippe BLANCHO Technical manager +33 6 85 47 21 81 philippe.blancho@lechorus.com

### For your delivery:

Delivery to be made to the Parc des Expositions Chorus - Vannes 8 rue Daniel Gilard, 56000 Vannes

It is imperative to indicate on your deliveries your telephone number telephone number, the person responsible for the shipment and the name of your company name.

Deliveries must be made at the earliest 5 days (working days) before the opening of the event to the public and during the opening hours of the Chorus.

From Monday to Friday From 9 a.m. to 12:30 p.m. and from 2 p.m. to 5:30 p.m.

# ORGANIZER & PARTNERS

National meetings of shellfish farming and marine cultures



### Parc des Expositions Chorus - Vannes

Organizer:



Partner:





#### GENERAL TERMS AND CONDITIONS OF SALE

#### **CHAPTER 1 - GENERAL PROVISIONS**

**01.01 Scope** - These rules and regulations are general and apply to all exhibitions organised by the Parc des Expositions Chorus - Vannes operated by SPL GMVT.

**Exhibition organisation** - The organiser will determine the place, duration, opening and closing times of the exhibition, the price of the exhibition spaces, and the admission price as well as the closing date for registrations. The organiser will also determine the categories of persons or companies allowed to exhibit and/or visit the exhibition, as well as the nomenclature of the products or services presented.

Should it be absolutely necessary, the organiser reserves the right to change the details mentioned below, provided such change does not substantially affect the agreement that was signed initially by the organiser and the exhibitor:

- before the exhibition, the dates and place envisaged, on giving reasonable notice;

- before and during the exhibition, the general and specific layout and fittings, the opening times and the schedule for the activities, without having to inform the exhibitor.

**01.03 Duty to provide general information** - The organiser has a duty to provide general information on the general functioning of the exhibition.

**OI.04 Decision-making power in the event of a threat to public safety** - The exhibitor authorises the organiser to determine whether the exhibition should be interrupted, or the venue evacuated in the event of a threat to public safety and undertakes not to make any complaint subsequently.

**01.05** Cancellation or postponement of the exhibition if not enough exhibitors have registered - The organiser may cancel or postpone the exhibition if it considers that too few exhibitors have registered. In such case the sums paid by any registered exhibitor will be returned to it. Until the day on which registrations close, the exhibitor will bear all the risks that may arise if the exhibition does not take place, more particularly it will have sole responsibility for the costs that it thought that it had to incur in anticipation of its taking part in the exhibition.

**OI.06 Cancellation or postponement of the event** -In the event that for any reason whatsoever, including force majeure, the organiser is forced to postpone or cancel the event, the following provisions will apply:

- If the event is postponed ("postponement" being understood to mean a new date within a maximum of 12 months of the previously announced date):

- CASE 1: If the exhibitor accepts the postponement: the agreement is automatically brought forward to the new date. The agreed amount remains owed in full, and each party will bear its own costs associated with the date change. - CASE 2: If the exhibitor does not accept to postpone its participation (whatever the reason for its refusal, including in case of force majeure affecting it), it may exercise one of the following two options:

- Option 1: receive a credit on an upcoming event organised by

the organiser, corresponding to the sums already paid by the exhibitor in execution of the agreement;

- Option 2: the amounts already paid by the exhibitor will be fully refunded. This refund will be paid subject to a deduction equivalent to 20% of the agreed amount to cover part of the costs incurred by the organiser, if the announcement of the postponement and the application for a refund are made less than 30 days before the original date of the event.

-If the event is cancelled, the exhibitor may exercise one of the following two options:

- Option 1: receive a credit note for a future event organised by the organiser, corresponding to the amounts already paid by the exhibitor in execution of the agreement;

- Option 2: the amounts already paid by the exhibitor will be fully refunded. This refund will be paid subject to a deduction equivalent to 20% of the agreed amount to cover part of the costs incurred by the organiser if the announcement of the cancellation and the application for a refund are made less than 30 days before the original date of the event.

- If the event is postponed several times, the date announced at the time of the previous postponement is understood to be the "initial date".

- If only the "physical" portion of the event is postponed or cancelled, the above conditions apply only to the portion of the agreed amount related to the exhibitor's physical presence at the event.

The following situations constitute cases of force majeure that justify the cancellation or postponement of the exhibition, at any time: any new, health, climatic, economic, political or social situation, at local, national or international level, that was not reasonably foreseeable at the time when the exhibitors were informed of the exhibition, that is beyond the control of the organiser, that makes it impossible to hold the exhibition or which carries risks of disturbances or unrest that might have a serious impact on the organisation and smooth running of the exhibition or the security of property and persons.

**O1.07 Default by one or other party** - It is expressly agreed between the parties that infringements of the essential obligations of each of the parties as referred to in these GTC may result in the termination of the agreement after formal notice of default sent to the defaulting party by registered letter with request for acknowledgement of receipt remaining unheeded. The defaulting party will be notified of the termination by another registered letter with acknowledgement of receipt and will take effect immediately.

If the termination is at the exhibitor's expense: exercise of this right of termination will entail the payment by the exhibitor upon receipt of the invoice, of all the expenses incurred - duly justified but not less than 10% of the agreed amount - by the organiser for the execution of the agreement up to the date of termination, as well as an indemnity calculated as follows:

More than 6 months before the 1st day of the event:
30% of the total amount of the order including VAT;
Less than 6 months before the 1st day of the event:
100% of the total amount of the order including VAT;

If the termination is attributable to the organiser: the organiser will refund any advance payments made, less the amounts corresponding to the services correctly carried out and duly justified by the organiser up to the date of termination.

**O1.08 Failure to show up** - Stands or spaces not used within the time limits specified in the Exhibitor's Area will be deemed to be unoccupied; the agreement will then be terminated automatically and the organiser may, by express agreement, dispose of them at its discretion. The total amount of the agreement (order for services and, if applicable, additional services) will remain due to the organiser.

#### CHAPTER 2 - APPLICATIONS TO PARTICIPATE AND DECISIONS REGARDING ADMISSION

**O2.01 Application form** - Persons wishing to participate should complete the application form prepared by the organiser, which is available in digital or printed format. Applicants will not be deemed to have been accepted by the organiser merely because an application form has been sent out, nor because payment has been received by the organiser.

# 02.02 Undertakings by the applicant in the application to exhibit - Returning the application form:

- constitutes acceptance of all the instructions including any that become necessary as a result of new or special circumstances;

- constitutes an undertaking to comply with all the statutory and regulatory instructions in force;

- constitutes a firm and irrevocable undertaking to pay the whole price of the service and related costs, unless the organiser refuses the application;

- implies the exhibitor's full adherence to the present GTC and to the safety conditions.

**O2.03 Acceptance of applications** - The organiser, or the selection committee that it has set up, will process the applications and rule on admissions.

The organiser will have sole discretion with respect to the definition and organisation of the products and/or services offered at its exhibition. It reserves the right



Siège social : 8 rue Daniel Gilard - 56000 Vannes SIREN 912636966 - APE : 9004Z - TVA intracommunautaire : FR65912636966

SPL Golfe du Morbihan Vannes Tourisme



to reject, provisionally or permanently, any application that does not comply with the required conditions, either with respect to the stipulations mentioned on the application form, or with respect to those contained in the general rules and regulations governing exhibitions, the special rules and regulations or the nomenclature of the exhibition, or else in the light of public policy and the laws and regulations in force.

The organiser's reply to the exhibitor will constitute acceptance of the application.

**02.04 Reasons for the decision to accept an application -** The organiser is not required to explain its decisions on applications.

**02.05** Notification by the exhibitor of new information that would justify the reconsideration of its application - The exhibitor must inform the organiser of any information or event that occurs or comes to light after its application has been made, that would justify the reconsideration of its application.

**02.06 Cancellation by the organiser of its decision** to accept an application when it was accepted on the basis of erroneous or inaccurate information or information that has become inaccurate - The organiser reserves the right to request, at any time, additional information relating to the foregoing and, if appropriate, to reconsider an admission decision that was made on the basis of erroneous or inaccurate information or information that has become inaccurate. In accordance with article 03.02, any down-payment made will then remain the property of the organiser, which also reserves the right to seek payment of the price of the service in full.

In the event of the withdrawal, for any reason whatsoever, of an exhibitor whose application has been accepted, the balance of the price that has not yet been paid will still be due to the organiser.

# CHAPTER 3 - PRICE OF THE SERVICE PROVIDED FOR THE EXHIBITOR

**03.01 Price of the service -** The price of the service provided for the exhibitor will be determined by the organiser and may be revised if the tax provisions change.

**03.02 Payment of a down-payment -** The organiser may require a down-payment or down-payments which it will retain irrevocably. The consideration of the application may be conditional upon the payment of such preliminary sums.

As stipulated in Article 03.05, in any event, it reserves the right to terminate the agreement entered into with the exhibitor if the exhibitor has not made the payment or payments agreed within the time limit stipulated.

**03.03 Registration fee** - The organiser may require the applicant to pay a registration fee to cover the cost of processing the application. The registration fee may be retained by the organiser regardless of whether it accepts the application or not. **03.04 Terms of payment** - Payment for the service must be made on the dates and in accordance with the terms stipulated by the organiser.

**03.05 Failure to pay** - Should the exhibitor fail to make payment on the dates stipulated, the organiser will be authorised to apply the provisions of article 01.07 Default by one or other party.

Late payment will also lead to the application of late payment interest, calculated as stipulated in article L.441-6 (12) of the French Commercial Code (Code de commerce). Any exhibitor that fails to make payment on a due date will also be automatically liable to pay flat rate compensation of €40 to cover the costs of recovery (Decree no. 2012-1115 of 2 October 2012).

The deposit mentioned in the registration is due when the exhibitor orders services from the organiser, and upon signing the registration form. Furthermore:

-An order for technical services can only be placed if all previous invoices have been paid in full.

-An order for technical services cannot be delivered to an exhibitor who has not paid its balance.

-If the deposit or balance is not paid by the exhibitor within the time limit, the organiser reserves the right to terminate the agreement and/or to put up for resale the space initially offered to the exhibitor.

The invoice(s) shall state the date on which payment is to be made without discount.

In accordance with the provisions of Article 1223 of the French Civil Code, any price reduction requested by the exhibitor in the event of any failure by the organiser to meet its contractual obligations must be subject to the prior express agreement of the organiser.

Any delay in the payment of the sums due on the due date, for whatever reason, by the exhibitor, whatever the cause, will (after a prior formal notice) render due the payment of late payment penalties calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, and this rate shall not be less than three times the legal interest rate in force on that date (depending on the due date, the ECB rate applicable during the first half of the year in question will be the rate in force on 1st January of the year and the rate applicable during the second half of the year will be the rate in force on 1st July of the year). The exhibitor will also be liable to pay a fixed indemnity for collection costs for commercial transactions provided for in Articles L.441-10 and D.441-5 of the French Commercial Code, as well as any additional indemnity subject to proof.

#### CHAPTER 4 - ALLOCATION OF PLACES

**04.01 Allocation of places to the exhibitors** - The organiser will draw up the plan for the exhibition and allocate places to the exhibitors, without any restriction, taking account, where possible, of the wishes expressed

by the exhibitors, the nature of the products and services presented by the exhibitors, the layout of the stands that they propose to set up and, where necessary, the dates on which the applications were registered.

If the venue at which the exhibition is to be held so allows, the plans filed and the descriptions of the lots will include dimensions that are as precise as possible.

In order to take account of any unforeseen events that affect the organisation of the exhibition, the organiser will have the right to change the allocation that was decided at the outset, and the size and arrangement of the spaces requested by the exhibitors, on the basis of objective considerations. The exhibitors will not be authorised to cancel their agreement to take part unilaterally, on account of any such change.

**O4.02 Space will be allocated to different business** sectors on the basis of quotas - The organiser may, within the framework of the special rules and regulations for each exhibition, determine the maximum space available for each type of activity or service marketed and/or the maximum number of exhibitors. The acceptance of each exhibitor's application will then depend upon the places that are still available in the business sector in question when the application is made.

**04.03 The exhibitor will not be able to claim any right to a place** - The exhibitor will not be able to claim a priority or automatic right to a place from one session to the next, in any event. Participation at previous exhibitions does not create a prior right for the exhibitor.

**04.04 Constraints relating to a scheduled activity** - The plans provided will specify the location and nature of the activities organised in connection with the exhibition. The exhibitor will be informed by the organiser of the advantages and possible disadvantages of its stand being close to the activity. If it does not object to the location within a reasonable time before the exhibition opens to the public, it will be deemed to have accepted any constraints and agrees not to bring any action against the organiser.

#### CHAPTER 5 - APPLICATION OF THESE GENERAL RULES AND REGULATIONS AND SETTLEMENT OF DISPUTES

**O5.01** - **Penalties for breaches of the rules and regulations** - Any breach of these rules and regulations, of the special rules and regulations by which they are supplemented, or of the specifications in the «guide» or «exhibitors' manual» issued by the organiser, may lead to the exclusion of the exhibitor in breach, with police assistance if necessary. Should such a situation arise, the unpaid balance of the price of the organiser's service will still be due, without prejudice to any sum remaining due or the costs incurred in closing the stand.

#### 05.02 Disputes between exhibition participants -

In the event of a dispute resulting from damage being caused to one participant by another, the two parties



Page 7



must attempt to settle the dispute on the best terms. The organiser must be informed but has no obligation to act as a mediator or arbiter.

#### 05.03 Disputes between exhibitors and customers/

**visitors** - In the event of a dispute arising between an exhibitor and a customer or visitor, the organiser will not be held liable in any event. The organiser must be informed of the dispute but has no obligation to act as a mediator or arbiter.

The organiser may, however, in the special rules and regulations of the exhibition, provide for a mediation procedure to be put in place in order to settle disputes between exhibitors and consumer customers.

**05.04 Respect for the peace and image of the exhibition** - Whatever the merits, in the event that an exhibitor wishes to make a complaint against another exhibitor or the organiser, this dissatisfaction must be expressed away from the areas of the exhibition that are open to the public and must not disturb the peace or damage the image of the exhibition in any way.

**O5.05 Disputes - Notice - Limitation period -** In the event of a challenge to or dispute with the organiser, whatever the subject matter, the exhibitor undertakes to submit its complaint to the organiser before commencing proceedings, by recorded delivery letter with notice of receipt. Any action undertaken before a period of 15 days has elapsed following receipt of said letter will be deemed inadmissible.

In accordance with article 2254 of the French Civil Code (Code civil), in the event that the organiser is held liable on account of its own action, that of an employee or that of a third party, whatever the cause, any action against the organiser must be brought within a period of one year. This time limit will run as from the expiry of the 15-day period stipulated in the previous paragraph.

**05.06 Competent courts** - In the event of a dispute, the courts of the place in which the exhibition is held will have sole jurisdiction. Exceptionally, if a company whose registered office is in France organises an exhibition abroad, the competent court will be the court of the place in which the organiser's registered office is located.

#### **CHAPTER 6 - TERMINOLOGY**

**13.01 Terminology -** In the event of doubt about a definition, the document ISO 25639-1 - Exhibitions, shows, fairs and conventions - Vocabulary, should be consulted.

**Exhibition** - The events listed in article R762-4 of the French Commercial Code. Each exhibition is unrelated to the previous or subsequent sessions: it is a unique event which is defined by the name, the place, the date and the selection of the offer presented to the public, generally known as the "nomenclature".

Special rules and regulations - The term "special

rules and regulations" means all the provisions specific to the exhibition with which the organiser and exhibitor undertake to comply. In the absence of a provision on this precise point, the provisions of these General Rules and Regulations will apply.

**Registration file:** file returned by the exhibitor wishing to attend the event, and including in particular the quotation and these general terms and conditions of sale.

**Exhibitor area:** area on the event website, containing various information reserved for exhibitors.

**Organiser:** the organiser of the event, i.e. SPL GMVT with a capital of 37 400 euros, registered in the RCS of VANNES under the number 912 636 966, having its head office at Parc des Expositions - Parc du Golfe-8 rue Daniel Gilard - 56000 VANNES.

**Venue:** refers to the Vannes Exhibition Centre - Chorus operated by the organiser and the venue in which the event is held.

**Guide or exhibitors' manual:** document delivered, sent or made available on the Internet by the organiser when the exhibitor applies to take part in the exhibition, containing practical information relating to the exhibition, the rules and regulations, the forms with which to order services and all other information that will be of use to the exhibitor.

**Catalogue:** document in digital or printed format containing a list of the exhibitors, the details of their contact people, the numbers of the stands and all other information relating to the exhibition.

**Service provision:** Products or services sold as part of the event.

**Technical service:** Equipment and technicians sold as part of the event.

"Physical" event: event open to the public in which a group of natural or legal persons collectively display goods or service offerings.

These Regulations set out the specific terms and conditions of the services provided to the exhibitor by the organiser. It is supplemented in case of deficiency by the General Rules and Regulations Governing Exhibitions (RGMC/2015) issued by UNIMEV (the French Meeting Industry Council), the professional association of which the organiser is a member (see http://www.unimev.fr/).

These general terms and conditions are the sole basis for commercial negotiation as defined in article L.441-6 of the French Commercial Code.





#### SPECIFIC RULES OF THE EVENT

These rules are in addition to the general terms and conditions of sale and are specific to the event « The national meeting on shellfish and marine culture».

# ARTICLE 1 - BUILD UP, FIT OUT AND CONFORMITY OF THE STANDS

**01.01 Build up period** - The "guide" or "exhibitors" manual specific to each exhibition will set out the time allowed the exhibitor, before the exhibition opens to the public, when it will be able to fit out its stand and store the items that it will need during the exhibition.

**01.02 UNIMEV Plan** - During the build-up period, the exhibitor is required to comply with the «Charte professionnelle visant à organiser l'hygiène et la sécurité des salariés en situation de coactivité pendant les opérations de montage et de démontage des manifestations commerciales» (Professional plan for the health and safety of employees involved in joint activities during the build-up and tear down periods for exhibitions) which was adopted by UNIMEV at its General Meeting on 2 July 2010 and which is available at http://www.unimev.fr/.

**01.03** Arrival/departure of goods at/from the site - The exhibitor must comply with the organiser's instructions relating to the regulations governing the arrival and departure of goods, particularly with respect to vehicle traffic on the exhibition premises.

**01.04 Respect for the time allowed for build up activities** - The exhibitors or their employees must have completed their set up on the dates and at the times set by the organiser. After the said dates and times, no packing, equipment, transport vehicles or outside contractors may access, or remain at the exhibition site, for any reason whatsoever and however harmful that may be to the exhibitor's interest.

**01.05** Reception of parcels and goods by the exhibitors or their employees - Each exhibitor or its employee will be responsible for the transport, reception and shipment of its parcels and goods, and for the acknowledgement of their contents. If the exhibitor or an employee of the exhibitor is not present to receive its parcels or goods, the organiser may refuse them, in which case the exhibitor will not be able to claim compensation for its loss.

**01.06 Respect for site integrity and safety** -The fitting out of the stands must not, in any event, damage or change the permanent installations at the exhibition venue, and must not detract from the convenience or the safety of the other exhibitors and visitors. The exhibitor will be liable for all damage it causes. To this end, the exhibitor must take out an insurance policy to cover damage caused.

**01.07 Conformity of the fit out of the exhibition stands** - The specific decoration of the stands must be carried out by the exhibitors under their responsibility. It must not interfere with the visibility of the signs and safety equipment, nor affect the

visibility of the neighbouring stands and must comply with any provisions in the organiser's special rules and regulations or those of the host site and the «guide» or the «exhibitors' manual».

**01.08 Conformity of the materials used** - The materials used to fit out the stand, including hangings and carpeting, must comply with the rules and regulations in force. The organiser has the right to have any equipment or installations that are not in compliance removed or destroyed, at any time, at the exhibitor's expense.

**O1.09** Action by the organiser to remove/ change the exhibitor's installations - On its own initiative or at the request of an exhibitor which thinks that its interests have been harmed, the organiser reserves the right, before the exhibition opens to the public and during the exhibition, to remove or change installations that cause annoyance to the neighbouring exhibitors or visitors, or do not comply with the special rules and regulations of the exhibition or the special plans/projects that were submitted previously for its approval, where necessary.

**01.10 Compliance with the health and safety regulations** - The exhibitor or any person duly appointed to represent it, must be present on its stand when the stand is inspected by the safety officers, and must comply with the safety measures imposed by the authorities and the safety measures adopted by the organiser or the site manager, throughout the exhibition.

**O1.11** - **Food and beverage stands** - Any exhibitor operating a food and beverage stand must comply with the regulations in force and submit a declaration to the relevant health authorities (Direction Départementale de la Protection des Populations), who have the right to visit the event.

## ARTICLE 2 - OCCUPATION AND USE OF THE STANDS

**02.01** - **Prohibition on transferring, subletting or exchanging a place** - Exhibitors participating in the exhibition are specifically forbidden from transferring, subletting or exchanging, with or without consideration, all or any part of the place allocated by the organiser.

**02.02** - **Default by the exhibitor** - Any exhibitor which, for any reason whatsoever, is not in occupation of its space on the day on which the exhibition opens, or on the final date allowed for the fit out by the organiser, will be deemed to have given up its right to exhibit.

The organiser will be free to dispose of the exhibition space in question, without the absent exhibitor being able to claim any refund or compensation, and to remove any visual relating to its products or services.

The sums paid or remaining due on account of the service will become the property of the organiser, which will pursue payment of same, even if another exhibitor

takes over the space.

**02.03** - **Participation at a collective stand** - A group of exhibitors may be authorised to make a collective presentation provided each of them has obtained the prior consent of the organiser, has applied for the right to be part of a shared stand, and has undertaken to pay the registration fee.

**02.04** - **Presented products or services** - Unless it has the organiser's prior, written consent, the exhibitor may only present materials, products or services that are listed on the application form and that comply with the nomenclature of products or services prepared by the organiser.

Unless there is an express stipulation to the contrary, second-hand materials or products may not be presented or offered.

The exhibitor may only present products that it produces or distributes: in such case, it will attach a list of the brands whose products or services it proposes to promote to its application form.

**02.05** - **Prohibition on advertising services provided by members of regulated professions** - The exhibitors must refrain from promoting the activities of practitioners or establishments that belong to a regulated profession whose regulations forbid all advertising (e.g. medical activities).

**02.06** - **The stand must be kept clean** - Stands must be kept in impeccable condition throughout the exhibition. Each stand must be cleaned every day, at the exhibitor's expense. Cleaning must be completed by the time the exhibition opens to the public. If not, the organiser reserves the right to pass on to the exhibitor all or part of the additional costs of charges, taxes and constraints in accordance with the regulations in force. The organiser also undertakes to make exhibitors aware of the interest in managing their waste production.

**02.07** - **Exhibitor's liability in the event of theft on its stand** - The rental of a stand is not a contract for the storage of goods. In the event of theft on a stand, the exhibitor will have no claim against the organiser.

**02.08** - Maintenance of the offer presented on the stand until the end of the exhibition - Exhibitors may not strip their stand, nor remove any of their items, before the end of the exhibition, even if the exhibition is extended.

**02.09** - Quality of the presentation of the offer to the public - Bulk packing, the covers used when the exhibition is closed, items not used to present the offer and the staff cloakroom must be out of the sight of visitors. Conversely, it is forbidden to leave the items that are supposed to be on display covered during the business hours of the exhibition. The organiser reserves the right to remove covers from items without being held liable, in any way, for damage or losses that might result from such an action.

02.10 - Regulation concerning the distribution and



**consumption of alcohol** - Alcohol may be sold to and consumed by adults aged 18 and over, provided the relevant law and the specific regulations of the exhibition are complied with.

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les rencontres nationales de

Vannes

**O2.11** - **Ban on smoking** - As laid down by law, it is strictly forbidden to smoke on the premises of an establishment that is open to the public, except in the areas set aside for that purpose. Any person who smokes outside the areas set aside for smokers will be liable to pay a fixed penalty (for a class 3 petty offence). Failure to enforce the standards applicable to reserved areas or to install the related signage will be punished by a fixed penalty (for a class 4 petty offence). Exhibitors must keep the designated areas clean and use the ashtrays provided.

**02.12** - Written record of any notified breaches -Any failure to comply with any of the provisions of this chapter will be recorded in writing by the organiser and may be used as a ground to refuse to allow the exhibitor to participate at future exhibitions.

#### **ARTICLE 3 - ACCESS TO THE EXHIBITION**

**03.01 - Entry to the exhibition -** Persons wishing to enter the exhibition must have a pass, an invitation or a ticket issued by the organiser.

**03.02** - **Organiser's right to deny access to or expel any person** - The organiser reserves the right to deny access to or expel any person, whether a visitor or exhibitor, whose presence or behaviour might harm or damage:

- the protected interests of consumers or business ethics:

- the security, peace or image of the exhibition;

- the integrity of the site.

**03.03 - Exhibitor's passes -** Passes allowing the holder to enter the exhibition are issued to the exhibitors under the conditions laid down by the organiser.

**03.04** - **Invitations** - Tickets for the persons or companies that the exhibitors wish to invite are issued to the exhibitors under the conditions laid down by the organiser. Unused tickets may not be returned or exchanged and will not be refunded.

**03.05** - **Prohibition on the sale of tickets by exhibitors** - The distribution, reproduction or sale, by an exhibitor, with a view to making a profit, of tickets issued by the organiser is strictly forbidden and may lead to court proceedings.

The unlicensed sale of tickets in the street is a criminal offence and perpetrators may be stopped and arrested by the police. The offence is punishable by fines ranging from €3,750 to €15,000 and by terms of imprisonment ranging from 6 months to 1 year. The offence of selling items in the street without a licence is deemed to have been committed when a person offers

items for sale, puts them on sale or displays them for sale without authorisation or without making a lawful declaration, or practises any other profession in a public place in breach of the regulatory provisions on the policing of such places (article 446-1 of the French Penal Code (Code pénal).

**03.06** - **Opening times, entry and circulation** - The stands are accessible to exhibitors and visitors on the days and at the times specified in the Exhibitor's Area/Guide. Electrical power will be cut off and Exhibitors are strictly forbidden from entering the halls after the event has closed. Exhibitors must comply with the conditions of entry to and circulation around the venue and outdoor areas of the Site as defined in its internal rules and regulations.

**03.07** - **Parking** - If additional parking spaces are required, a special form must be filled out in the Exhibitor Area/Exhibitor's Guide which sets out the rights and obligations. Parking is at the vehicle owner's own risk and the fees charged are for parking only and not for surveillance.

#### **ARTICLE 4 - APPROVED CONTRACTORS**

Contractors approved by the organiser are the only companies authorised to carry out works, or provide services and material supplies, whether they are compulsory or optional as part of the event.

#### **ARTICLE 5 - FLUID AND ENERGY DISTRIBUTION**

**05.01** - Depending on the utility companies and operators, the organizer accepts no liability in the event of interruption to the distribution of fluids and power whatever the duration of said interruption.

**05.02** - For safety reasons, only persons authorised by the organiser are allowed to work on the event's electrical networks, to open boxes and cabinets, which must remain accessible to them at all times while remaining out of reach of the general public. The supply of electricity is not guaranteed against microoutages and/or blackouts attributable to the electricity supplier.

**05.03** - Internet access/Wifi service - Exhibitors must use the Internet/Wifi service in accordance with the legislation in force. The organiser shall not be held liable under any circumstances for messages, data, files, content or signals sent and/or received by the exhibitor as part of the internet/wifi service made available by the organiser, nor for the possible illicit nature of websites and content visited, consulted or published by the exhibitor when using the service. As a result, the organiser shall be held harmless by the exhibitor for all direct or indirect, material or immaterial damage caused by the use by the latter of the internet/Wifi service.

**05.04 - Data security -** The exhibitor acknowledges that it is aware of the risks of breaches of security

and confidentiality of data and content sent and/ or received over the Internet. The exhibitor is solely responsible for the means of protecting the security and confidentiality of its data, content and applications within the framework of its use of the Internet and Wifi services. Moreover, any connection to the Internet and Wifi service using the identifiers allocated to the exhibitor is deemed to have been made by the latter.

#### **ARTICLE 6 - MANDATORY INSURANCE**

In addition to the insurance covering the items on display and more generally all movable or other items in its possession, the exhibitor is required to take out at its own expense, either with its own insurer or with the insurer approved by the organiser, all insurance to cover its business and the financial consequences of any damage caused by its employees and/or its subcontractors, and/or persons/service providers hired by it, or caused by its property, furniture or equipment. The exhibitor shall maintain these guarantees and insurances throughout the duration of the present contract and shall provide proof of such cover to the organiser upon request.

In any case, the organiser shall not be held liable for any damage, including theft, loss, destruction, etc., to the exhibitor's personal effects and belongings, in particular laptops, tablets, telephones and more generally all electronic devices, cash and valuables, as well as art and collectibles, jewellery and furs, precious stones, pearls, watches. To this end, the exhibitor and its insurers waive all recourse against the organiser and its insurers, on any grounds whatsoever. It is therefore the responsibility of the exhibitor to insure the goods and equipment belonging to it and/or in its custody against theft, damage or any other material or immaterial damage, consecutive or otherwise.

#### ARTICLE 7 - CONTACT AND COMMUNICATION WITH THE PUBLIC

**07.01** - **Obligation to be polite and to behave in a dignified fashion** - The exhibitors and their staff must be smartly dressed and extremely polite to all other persons, such as visitors, other exhibitors, organisers, security staff, hostesses and all other service providers. The staff must not bother customers nor move outside the stand.

Any failure to comply with this provision will be recorded in writing by the organiser and may be used as a ground to refuse to allow the exhibitor to participate at future exhibitions.

**07.02** - **Exhibitor's Presence** - The stand must be occupied by the exhibitor or its representative at all times during the hours when the venue is open to exhibitors (including during the build up and tear down periods), and at all times during the hours when the exhibition is officially open to visitors.

Any failure to comply with this provision will be recorded in writing by the organiser and may be used as a ground to refuse to allow the exhibitor to



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**07.03** - **Preparation and distribution of the "exhibitors' catalogue"** - The organiser has sole rights to publish and sell the catalogue of exhibitors, along with the rights relating to the advertisements contained in the catalogue. It may grant all or any part of these rights.

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The items required for the preparation and publication of the catalogue, in printed and electronic format, will be provided by the exhibitors on their sole responsibility.

**07.04 . Distribution of information provided by exhibitors .** The exhibitors authorise the organiser to publish, in digital or printed format, the information provided on the exhibition's website, in the catalogue of exhibitors and in any other document relating to the exhibition (visitor's guidebook, plans for public display, etc.).

The organiser will ask the exhibitors, when they register or at a later date, for their authorisation to use their name and image (brand, logo, products or services, stand) in media communications or canvassing documents, in order to advertise and promote the exhibition.

Any exhibitor that gives its authorisation is presumed to have obtained its employees' and subcontractors' authorisation for their images to be used by the organiser in connection with the exhibition.

Once the exhibitor has given its authorisation, neither the organiser, nor the producer nor the distributor can be held liable on account of the distribution of the exhibitor's image, or that of its stand, brand, trademark, staff, products or services, for the purposes of the exhibition, in France or abroad, in digital or printed format.

**07.05** - **Display of posters** - **The organiser reserves the exclusive right to di**splay posters at the exhibition venue. Therefore, on its stand, the exhibitor can only use visuals, whether posters or signs, intended to promote its business, products or services, while having full regard for the instructions regarding general decoration. The organiser may have visuals that do not comply with this provision removed.

**07.06** - **Distribution of promotional materials and products** - Brochures, catalogues, printed matter, or objects of any kind whatsoever may only be distributed by the exhibitors on their own stand. Brochures relating to products, trademarks or services that are not on display may only be distributed with the organiser's written consent.

**07.07 - Distribution of non-promotional media and products -** Conducting opinion surveys - It is forbidden to distribute or sell newspapers, periodicals, brochures, raffle tickets, badges, vouchers or coupons, even if they relate to charitable work, and to conduct opinion polls, at the exhibition venue and in its immediate vicinity, unless the organiser has granted an exemption from this rule. **07.08 - Various attractions** - Any light, sound or audiovisual advertising and any promotion, entertainment or demonstration that could cause crowding in the aisles or cause a nuisance to the other exhibitors must have the organiser's prior approval. The organiser will be entitled to revoke any authorisation that may have been granted, in the event of disturbance to movement, to neighbouring exhibitors, or to the smooth running of the exhibition itself.

**07.09** - Audible advertising and touting - Audible advertising and touting in any form whatsoever, are strictly forbidden. The exhibitors must not obstruct the aisles or encroach upon them, in any circumstance, unless they have exceptional, prior, written authorisation from the organiser.

**07.10 - Fair information for the public -** The exhibitors must make sure that they provide the public with fair, objective and comprehensive information about the qualities, prices, and sales conditions of their products or services, and the related warranties, in compliance with the rules and regulations. They must not use any advertising or carry out any action whatsoever that could mislead or constitute unfair competition.

**07.11** - Consumer customers must be informed that they have no right to a cooling-off period in connection with their purchases – In accordance with article L.121-97 of the French Consumer Code (Code de la consommation), exhibitors must inform their consumer customers that they have no right to a cooling-off period in connection with any purchase that they make at their stand:

- by means of a sign at their stand: exhibitors must display the sentence below in a manner that is visible for their consumer customers, on a notice board of at least A3 size and in print of at least font size 90; "Consumer customers will not be entitled to a cooling-off period in connection with any purchase made at [this exhibition] or [this show] or [this stand]" (Ministerial Decree of 12 December 2014),

- by means of a box in their contract offers: contract offers concluded by the exhibitors with their consumer customers must include the sentence below in a box that is clear to see in the heading of the document, in print of at least font size 12: "Consumer customers will not be entitled to a cooling-off period in connection with any purchase made at [this exhibition] or [this show] or [this stand]" (Ministerial Decree of 12 December 2014),

Persons who enter into contracts that are linked to a consumer credit agreement and contracts that result from a personal invitation to visit a stand to collect a gift are still entitled to a cooling-off period.

07.12 - Sale to the public with collection of goods

- In accordance with the regulations governing exhibitions, goods may be sold to the public with collection of the goods at the same time (also known as direct sales, take away sales or on-site sales): - without any limit as to the amount, at fairs and shows known as "general public [events]", which are open to the general public, for a fee or free of charge (definition in article R.762-4 of the French Commercial Code);

- up to a maximum amount of 80 euros when the goods are solely for the buyer's personal use (article D 762-13 of the French Commercial Code) at shows known as "professional [events]" which are not open to the general public, whether for a fee or free of charge (definition in article L. 762-2 of the French Commercial Code).

**07.13** - Compliance of the products and services presented at the exhibition with the applicable rules and regulations - The exhibitors undertake to present only products and services that are in compliance with French or European rules and regulations. They will be fully liable for their products vis-à-vis third parties, and the organiser will have no liability whatsoever in the event that an exhibitor fails to comply with the law.

**07.14** Compliance of the commercial activity carried on at the exhibition with the general rules and regulations - It will be up to each exhibitor to complete the formalities involved in its participation in the exhibition, particularly those relating to labour regulations, customs requirements with respect to goods coming from abroad, and those relating to hygiene with respect to food products or animal species.

ARTICLE 8 - INTELLECTUAL PROPERTY AND OPERATING OR MARKETING RIGHTS

**08.01** - Intellectual property relating to the presented products and services - The exhibitor will assume responsibility for the intellectual property and operating or exploitation rights (patents, trademarks, models, etc.) relating to the products and services that it exhibits. The said measures must be taken before the products or services are presented at the exhibition. The organiser will not incur liability in this regard, particularly in the event of a dispute with another exhibitor or visitor.

The organiser reserves the right to exclude exhibitors that have already been found liable for infringement or counterfeiting.

**08.02** - Actions for infringement against rival exhibitors - In accordance with the "Recommandation générale de lutte contre la contrefaçon" (General recommendation regarding the fight against counterfeiting and infringement) adopted by the UNIMEV General Meeting on 19 June 2008, which is available at http://www.unimev.fr/, any exhibitor that wishes to bring an action before an administrative or ordinary court for counterfeiting or infringement against a rival exhibitor, undertakes to give prior notice of this intention to the organiser of the exhibition.

08.03 - Declaration and payment of royalties



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to SACEM - Each exhibitor will be responsible for its obligations to the SACEM (Société des auteurs, compositeurs et éditeurs de musique or French Society of Authors, Composers and Publishers of Music) if it plays music at its stand for any reason whatsoever. The organiser declines all liability in this regard.

**08.04 - Photography and filming at the exhibition venue** - Unless the organiser gives written permission, photographs may not be taken and films may not be shot at the exhibition venue, other than specific images or films of the exhibitor's stand. Accreditation constitutes written authorisation to take photographs or shoot films, provided third parties' image rights are respected.

**08.05** - Photographs and films relating to particular stands - The taking of photographs of certain items at a particular stand may be forbidden at the exhibitor's request.

# ARTICLE 9 - TEAR DOWN AND REMOVAL OF STANDS

**09.01 - Presence at the stand** - The exhibitor or its representative is required to be present at its stand when the tear down starts, and until the stand has been completely removed.

**09.02** - **UNIMEV Plan** - During the tear down period, the exhibitor is bound to comply with the "Charte professionnelle visant à organiser l'hygiène et la sécurité des salariés en situation de coactivité pendant les opérations de montage et de démontage des manifestations commerciales" (Professional plan for the health and safety of employees involved in joint activities during the build up and tear down periods of exhibitions) adopted by the UNIMEV General Meeting on 2 July 2010, which is available at http://www.unimev.fr/.

**09.03 - Removal of the stand** - The stand, goods and special decorations, along with the waste remaining from the materials that were used to decorate the stands, must be removed by the exhibitor within the time limit specified by the organiser.

If the exhibitor fails to remove the installations within the time limit set, the organiser will be entitled to destroy the installations and abandoned goods, without having any obligation to refund the exhibitor for the value of those items.

Should the exhibitor fail to vacate the place on the date set, the organiser will be authorised to seek the payment of penalties for late performance, compensation and all the costs incurred in clearing the area.

**09.04** - Waste recycling - The place must be cleared in accordance with the health [and safety] rules in force and following procedures that are compatible with the waste collection and removal service. The organiser may offer waste removal and recycling services.

**09.05** - Liability in the event of damage to the places and the equipment made available - The exhibitor must leave the place, decors and equipment made available to it in the condition in which it found them. Exhibitors responsible for any deterioration caused by their installations or their goods, either to the equipment or the building, or else to the floor space occupied, will be held liable.

