

SWAP EVENT TECHNOLOGY SOLUTIONS RENTAL & SERVICES AGREEMENT

In ordering the Services, the Customer agrees to the terms of the Contract and to following Terms and Conditions of Business:

1 INTERPRETATION

Terms defined in the Proposal Document shall apply throughout these Terms & Conditions. In addition, the following terms shall have the following meanings:

- 1.1 SWAP Event Technology Solutions will be referred to as SWAP-ETS.
- 1.2 "Proposal Document" means the document which the Customer needs to review and return to SWAP-ETS with an initial 25% payment in order to book the IT services and enter into a contract with SWAP-ETS.
- 1.3 "Connection and Acceptable Use Policy" means the policy set out in Schedule 1.
- 1.4 "Contract" means the contract between SWAP-ETS and the Customer of which the Proposal Document and these Terms and Conditions form an integral part.
- 1.5 "Customer" means the exhibitor/organizer or other user who is a party to the Contract and whose details are set out in page one of the Contract.
- 1.6 "Equipment" means the IT or Telephony hardware and peripherals and all other equipment hired by the Customer from SWAP-ETS.
- 1.7 "Event" means any exhibition and/or conference and /or event to take place at the Venues in which the Customer has ordered services.
- 1.8 "Event Period" means the period during which the Organiser has occupation of the Venues, or parts thereof, (this will exclude the build-up and break-down days of the Event).
- 1.9 "Fees" means the fees payable by the Customer to SWAP-ETS in respect of the Services as detailed in the Proposal Document.
- 1.10 "Force Majeure" means any necessary inspection, repair or replacement of any part of the Site or any equipment or fittings and any event outside the Parties' reasonable control including, without limitation, any act or direction of government, act of terrorism, nuclear, chemical or biological contamination, fire, war, industrial action or breakdown of equipment.
- 1.11 "Onsite Orders" means orders processed during the tenancy of the event.
- 1.12 "Organiser" means the Organiser of the relevant Event;
- 1.13 "Parties" means SWAP-ETS and the relevant Customer whose details are set out in the Booking Form.
- 1.14 "Return Date" means the date on which the authorised Proposal Document has to be returned to SWAP-ETS duly signed and dated.
- 1.15 "Services" means the IT services as detailed in the Proposal Document or any bespoke service SWAP-ETS has agreed to provide to the Customer.
- 1.16 "Service Order" means the order required to amend the Services as detailed in clause 12.2 of the Terms and Conditions;
- 1.17 "Standard Rates" means the rates for the provision of the Services which are applicable to Customers who fail to return the Completed Booking Form with full payment before the Return Date as detailed in the rate card at page one of the Booking Form.

2 SWAP-ETS OBLIGATIONS AND RESPONSIBILITIES:

SWAP-ETS:

- 2.1 will arrange for event service cabling to be provided and installed to the access point nearest to the Customer's assigned location within the Venue during the Event or the build-up of the Event.
- 2.2 will provide the Services to pre-authorized locations based upon site plans provided by the Customer / Organiser. It is the responsibility of the Customer to notify SWAP-ETS, in writing, of any changes.
- 2.3 may provide the Customer with additional services at the Customer's request. The Customer shall pay for such additional services at the standard rates set out in the Proposal Document.
- 2.4 does not warrant the Services in the event of any move. Additional costs and/or late charges may be applicable in the event of an installation move and any such charges shall be agreed and paid by the Customer prior to SWAP-ETS implementing any such changes.
- 2.5 will disconnect the Services on the pre-approved date.
- 2.6 where possible shall not affect any cutting or altering of floor coverings in order to provide Services to a location.
- 2.7 reserves the right to provide the Customer with alternative services in the event the Services previously agreed with the Customer fail to work. Such alternative services will be provided to the Customer at no additional cost.

3 CUSTOMER OBLIGATIONS AND RESPONSIBILITIES:

The Customer:

- 3.1 shall make payment of the agreed Fees in full including VAT at the time of placing the order. SWAP-ETS reserves the right not to process any orders unless and until this condition is satisfied in full.
- 3.2 shall if requested provide credit/debit card details as security against call charges and/or loss or damage to the Equipment for which the Customer is liable upon receipt until the time such Equipment is safely returned to SWAP-ETS.
- 3.3 shall comply with the Contract and the Connection and Acceptable Use Policy of which these Terms and Conditions form an integral part.
- 3.4 shall be able to use the Services from the pre-arranged time specified within the Proposal Document.
- 3.5 shall ensure that any PC modems or 'PDDQ' machines (or routers) not supplied by SWAP-ETS are pre-configured. SWAP-ETS accepts no responsibility for configuration or any faults associated with or arising from non-configured Customer equipment.
- 3.6 shall be responsible for all electrical power and power distribution required for the Services.
- 3.7 shall be responsible for the protection of their own privacy and the security of their own systems that connect with the Services. The Customer shall also respect the privacy of others and other Customers' systems that are facilitated in any way by SWAP-ETS.
- 3.8 shall not attempt to interfere with the services provided by SWAP-ETS. This includes, but is not limited to, "flooding" of networks and systems, deliberate attempts to overload a service or "crash" a system and/or wireless/radio interference with SWAP-ETS's wireless/radio-based services.
- 3.9 shall not use any kind of program/script/command/automated tool, or send messages of any kind, designed to interfere with the use of the Services, via any means, locally or by any other service network such as the Internet, Public Phone, Data or other network or service.
- 3.10 shall bring these Terms and Conditions to the attention of any of its agents and / or contractors. In the event that an appointed contractor fails to meet any of the terms and conditions set herein, the Customer will be held liable for any such failure.

4 TERMINATION

4.1 SWAP-ETS may terminate the Contract by written notice with immediate effect if:

- 4.1.1 The Customer is in breach of any of its obligations under the Contract and/or the Terms and Conditions.
- 4.1.2 The deposit fee have not been paid by the first day of the Event Period or any other payment is overdue for a period of more than fourteen (14) days.
- 4.1.3 due to an event of Force Majeure SWAP-ETS is prevented, delayed or hindered (or SWAP-ETS reasonably considers that it will be prevented, delayed or hindered) from carrying out any of our obligations under the Contract.
- 4.1.4 The Customer gives notice to your creditors or any of them that they have suspended or are about to suspend payment of they are unable to pay their debts within the meaning of Section 123 of the Insolvency Act 1986, or an order shall be made or resolution passed for their winding up or an administration order shall be made in respect of them, or the Customer shall become insolvent or shall make any assignment for the benefit of creditors or have a receiver appointed of all or any part of the Customer's assets or take or suffer any similar action in consequence of debt.
- 4.2 On notice of termination pursuant to clause 4.1 above all sums due in respect of the Services shall become immediately due and payable to SWAP-ETS (save with respect to clause 4.1.3 above in which case all prepayments already made by the customer under the Contract will be refunded).
- 4.3 The Customer may give written notice of termination of the Contract to SWAP-ETS no less than thirty (30) days before the Event. SWAP-ETS reserves the right to invoice the Customer and seek recovery for any due or outstanding sum.

SWAP EVENT TECHNOLOGY SOLUTIONS RENTAL & SERVICES AGREEMENT

4.4 In the event the Customer terminates the Contract by giving notice to SWAP-ETS less than thirty (30) days prior to the commencement of the Event Period, the Services ordered will be charged at the full rate.

4.5 SWAP-ETS shall have the right to suspend the Services or any part thereof if there is reason to suspect that the Customer has breached the Contract or any misuse or fraud has been carried out.

4.6 Should SWAP-ETS believe that the Customer has materially breached the Contract, SWAP-ETS reserves the right to decline the provision of the Services to that Customer at future events.

4.7 The termination of the Contract shall be without prejudice to any other rights and remedies that SWAP-ETS may have in respect of any breach of the Customer's obligations under the Contract.

4.8 Refunds will only be provided to the Customer if written cancellation of the relevant order is received by SWAP-ETS no less than 30 days prior to the Event.

5 LIMITATION OF LIABILITY

5.1 Neither party excludes or limits its liability to the other party in respect of death or personal injury which is caused by the other party's negligence or fraudulent misrepresentation.

5.2 SWAP-ETS shall not be liable to the Customer for any loss of profits, goodwill, revenue or opportunity or for any consequential or indirect loss (even if any such loss was reasonably foreseeable) suffered by the Customer howsoever caused.

5.3 The SWAP-ETS network is a secure and controlled environment, however such control extends only so far as the demarcation point from the SWAP-ETS network. Customers may require specific services that can only be provided by removing the protection offered by the firewalls and other security devices at this demarcation point. SWAP-ETS accepts no liability for any instances whereby any equipment or service encounter detrimental effects due to such request being acted upon.

5.4 Where a party brings an action or claim for negligence, breach of contract or otherwise, that party shall take all reasonable steps to mitigate its loss.

5.5 SWAP-ETS does not accept liability for expenses incurred should the Customer decide to publish the Event telephone number prior to its agreed activation.

5.6 SWAP-ETS provides Services to Exhibitor/Event locations based upon the site plans provided by the Customer (or by the Organiser) and SWAP-ETS accepts no responsibility for changes to such locations or the tracking of any changes to such plans.

6 INSURANCE

6.1 All SWAP-ETS's Equipment supplied to the Customer under the Contract as detailed in the Proposal Document is the responsibility of the Customers whilst in their possession (such Equipment shall remain the property of SWAP-ETS and shall not be removed from the England, Scotland and Wales).

6.2 The Customer shall ensure that the Equipment remain secure at all times. The Customer shall be held responsible for any misuse or damage to the Equipment whilst it is in their care.

6.3 If the Equipment is lost or damaged after delivery to the Customer's site, it is the responsibility of the Customer to pay the full charges for replacement or repair of such Equipment, including handling and administration charges.

7 FORCE MAJEURE

7.1 In the event that the Event is abandoned, cancelled or suspended as a result of an event of Force Majeure, neither party shall be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder.

7.2 If following an event of Force Majeure SWAP-ETS is unable to provide all or any of the Services during the whole or any part of the duration of the Event, the Customer's rights shall be limited to the return of a corresponding proportion of the charges paid by them for such Services.

8 PAYMENT

8.1 Unless previously agreed otherwise with SWAP-ETS, 25% of the agreed project charge in Pounds Sterling must accompany all orders with a further 25% due 7 days before the start of the event and/or prior to delivery of any Services. The remaining balance of 50% will be paid upon delivery.

8.2 The Fees and all other sums due under the Contract are expressed to be exclusive of VAT which the Customer shall pay at the prevailing rate at the same time as payment of the Fees and other charges.

8.3 Unless otherwise specified in the Contract, all payments under this Agreement shall be paid directly into SWAP-ETS's nominated bank account, details of which are set out in the invoice.

8.4 Should SWAP-ETS have formally agreed to delay payment by the Customer in accordance with an agreed payment schedule, the Customer shall pay any such monies due within fourteen (14) days following the date of the relevant invoice.

8.5 If any payment is overdue for a period of more than fourteen (14) days SWAP-ETS may either suspend the provision of the Services or terminate the Contract in accordance with clause 4.1.2.

8.6 If the Customer fails to pay SWAP-ETS on time, SWAP-ETS may charge interest at 4% per annum above the base rate of Barclays Bank on any late payments. Such interest shall accrue on a daily basis from the due date until payment is received (whether before or after judgement).

8.7 SWAP-ETS reserves the right to refuse to process any subsequent orders until payment for previous Services has been received.

8.8 All billable outgoing calls will be itemised and charged for by SWAP-ETS. Final call charges will be charged to the Customer's account or credit card after the Event is closed.

8.9 If by any reason of any default on the part of the Customer it becomes necessary to initiate legal proceedings, the Customer shall pay all costs, expenses and the legal fees expended or incurred by SWAP-ETS.

9 NOTICES

Any notice or other communication required or authorised to be given under the Contract shall be in writing and may be served by personal delivery or by first class post to the address given in the Booking Form or such other address as SWAP-ETS or the Customer shall have notified in writing to the other party.

10 ASSIGNMENT

10.1 The Customer may not assign, transfer or charge or purport to assign, transfer or charge the Contract or any of your rights, liabilities or obligations under this Agreement without our prior consent.

11 DISPUTES

11.1 If any dispute arises in relation to the Contract, representatives of the Parties will negotiate promptly and in good faith in an attempt to resolve the matter between themselves. If the Parties are unable to resolve any dispute after negotiation, and if the parties so agree, the matter shall be referred to mediation in accordance with the procedures laid down from time to time by the Centre for Dispute Resolution.

12 MISCELLANEOUS

12.1 Save as expressly provided herein, the Contract shall operate to the entire exclusion of any other agreement or understanding of any kind between the Parties hereto preceding the date of the Contract and in any way relation to the subject matter of the Contract and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any other representations it would be unreasonable in law to exclude.

SWAP EVENT TECHNOLOGY SOLUTIONS RENTAL & SERVICES AGREEMENT

12.2 Any amendment to the Contract shall be in writing, signed by the Parties and expressed to be for the purpose of such amendment. In particular, any amendments or changes to the Services will require a Services Order to be completed and signed by the Customer. Charges in respect of such rectified Services will be payable in advance of the revised Services being provided.

12.3 Any complaints with regard to the Services will not be accepted by SWAP-ETS unless notification of such complaints is received in writing during business hours at the offices of SWAP-ETS and due to the temporary nature of the installations, all claims, disputes and complaints must be brought prior to the dismantling of the Event.

12.4 Nothing in the Contract shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.

12.5 Unless otherwise stated herein, all rights, remedies and powers conferred upon the Parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the Parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof.

12.6 If any clause or part thereof of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which shall remain in full force and effect.

12.7 The Parties do not intend that the terms of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

13 LAW AND JURISDICTION

13.1 The Contract is governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

13.2 Customers who violate systems or the security of SWAP-ETS or any systems connected to the Services may incur criminal or civil liability. SWAP-ETS will co-operate fully with investigations of violations of systems or security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations.

SWAP EVENT TECHNOLOGY SOLUTIONS RENTAL & SERVICES AGREEMENT

SCHEDULE 1

Acceptable & Connection Use Policy

1 PURPOSE

This policy applies to any form of computer, whether a PC, laptop, server, phone, PDA or any similar device ('host') which is provided by the Customer (or any third party on behalf of the Customer) and connected by wired or wireless means to the SWAP-ETS network(s) at the Customers site. This policy is in place to protect all those using the SWAP-ETS network for the purpose of obtaining Internet access and other communications services. Inappropriate use exposes all users to serious risks including virus attacks and compromise of network systems.

Any infringement of this policy will result in immediate disconnection without notice or refund and civil or criminal proceedings might be brought against the relevant user.

2 SCOPE

This policy applies to any exhibitor, customer or its employees and contractors who have connected to the SWAP-ETS network for the purpose of obtaining Internet access and other communications services (the "User"). This policy applies to all equipment that is owned by SWAP-ETS and any equipment leased by or supplied to the User.

3 USE GUIDANCE

3.1 General Use and Ownership

3.1.1 Use of the SWAP-ETS network and related services is primarily intended for exhibitors and organisers within the Customer site

3.1.2 While SWAP-ETS's network administration wishes to provide a reasonable level of privacy and uses the latest encryption software, the User should be aware that the SWAP-ETS network is essentially a public network infrastructure and therefore should be considered ultimately "un-trusted". SWAP-ETS cannot therefore guarantee the confidentiality of information transported across the network or stored on any network device.

3.1.3 SWAP-ETS recommends that any information that the User considers sensitive or vulnerable be encrypted.

3.1.4 It is the responsibility of the User to ensure that its employees and/or contractors adhere to the terms of this policy.

3.1.5 For security and network maintenance purposes, authorised individuals within SWAP-ETS may monitor equipment, systems and network traffic at any time. SWAP-ETS reserves the right to audit networks and systems without notice in order to ensure compliance with this policy.

3.1.6 All drivers and software must be up to date; SWAP-ETS accept no liability for connection issues relating to 'out of date' hardware drivers as detailed in the Connection Guidance set out below.

3.2 Security and Proprietary Information

3.2.1 All PCs, laptops and workstations should be secured with a password, or by logging-off when the host will be unattended.

3.2.2 Because information contained on portable computers is extremely vulnerable, special care should be exercised with regards to security such as locking cables.

3.2.3 All devices that are connected to the SWAP-ETS network, whether owned by the User or supplied by SWAP-ETS must have anti-virus software with a current virus database and / or firewall installed (as detailed in the SWAP-ETS Connection Guidance set out in paragraph 4 below).

3.3 Acceptable Use

3.3.1 Use of the Internet outside the scope of this policy (see paragraph 3.1.1) should be agreed in advance with SWAP-ETS; for example – installing an unsecured Wireless router for 'guests' access.

3.3.2 The User must supervise the use of the Internet by its employees and/or contractors.

3.3.3 The User must ensure that access by individuals who are under the age of 18 must always be in areas where screens are visible to the supervising employees of the User.

3.3.4 The User must ensure that employees and/or contractors are not given access to Newsgroups or "chat areas" unless they connect to areas specifically designed for such use.

3.3.5 Users must keep anti-virus software up to date and functional.

3.3.6 Employees receiving "questionable material" should report such material to the appropriate member within their organisation.

3.3.7 Any software downloaded from the Internet must be appropriately virus checked, licensed and registered.

3.4 Unacceptable Use

Under no circumstances is a User or any of its employees and/or contractors authorised to engage in any activity that is illegal under UK or international law while utilising the SWAP-ETS Network.

The following activities are strictly prohibited and any infringement will result in disconnection. The two lists below are by no means exhaustive but attempt to provide a framework for activities which fall into the category of unacceptable use:

System and Network Activities

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the Exhibitor.
- Unauthorised copying of copyrighted material including, but not limited to, digitisation and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the Exhibitor or the end user does not have an active license is strictly prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or UK export control laws, is illegal.
- Exhibitors must not connect more computers to the network than has been agreed with SWAP-ETS at the time of placing the order.
- Connection of hubs, switches, ISA servers, routers or any other devices that are connected with the aim of sharing the Internet link amongst multiple hosts is not permitted unless this has been expressly agreed with SWAP-ETS when placing the order.
- Wireless (rogue) networks are not permitted due to the interference they cause – please contact us to discuss your specific requirements.
- Introduction of malicious programs into the network (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Access to or creation, transmission or publication of any offensive, obscene or indecent images, sounds, data or other material.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the user is not an intended recipient or logging into a server or account that the user is not expressly authorised to access. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Executing any form of network monitoring which will intercept data not intended for the user's host.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user.
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

SWAP EVENT TECHNOLOGY SOLUTIONS RENTAL & SERVICES AGREEMENT

Email and Communications Activities

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "Ponzi Schemes", "chain letters", or other "pyramid" schemes of any type.
- Posting the same or similar non-business-related messages to large numbers of UseNet newsgroups (newsgroup spam).

On behalf of the Client

Company:

Name:

Position:

Address:

..... Signature

On Behalf of SWAP-ETS

Name: Sean Johnson

Position: Owner, SWAP-ETS

..... Signature