

TERMS & CONDITIONS FOR APPLYING PRIVATE TRAVEL DESIGNERS

There is NO registration fee for Hosted Private Travel Designers. Upon receipt of this application form, we will inform you of whether your attendance at PURE Life Experiences has been confirmed, and this form shall become your contract to attend with the necessary Terms & Conditions in place.

As outlined in the Terms & Conditions below, you are required to supply your credit card details as part of your application. If accepted as a Hosted Private Travel Designer, cancellation charges do apply. Any such charges will only be debited in accordance with Clause 3 of the Terms & Conditions. Please note, any applicable charges will be made for PURE Life Experiences 2015 so your card should be valid until at least January 2016

DEFINITIONS

- 1.1 In these terms & conditions: PURE Life Experiences means the company PURE Life Shows Limited; Application or Form means the form or application signed by the Private Travel Designer, for the purpose of this document the VIP; VIP means the person and company whose details are set out overleaf; Contract consisting of the terms and the application form means the contract between the invited Private Travel Designer and PURE Life Shows Limited whereby PURE Life Shows Limited has agreed to allocate a place to the Private Travel Designer for the purpose of attending the Exhibition, as set out on this form; Fee means the charges payable by the VIP under the contract as specified in clause 3; Exhibition means the PURE Life Experiences show; GBP and £ means British Pounds; Official evening functions, means ONLY functions organised by PURE Life Experiences; Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including, but not limited to, any acts of god, epidemics, pandemics (including swine or bird flu), fires, explosions, earthquakes, floods, elements, volcanic eruptions, storms, tempest, lightning, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political, terrorist, biochemical attacks, cyber attacks national mourning or other similar purposes, material emergency, terrorist or military activity, labour disputes, airlines disturbances, civil disturbances, explosions, inevitable accident, interventions or regulations); Terms means these terms and conditions and the terms, if any, set out overleaf; Venue means the site at which the Exhibition is to be held.

2. TERMS OF THE CONTRACT

- 2.1 These Terms and the Contract/Form overleaf constitute the entire agreement between the parties, superseding any previous agreement or understanding. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 2.2 Any changes or additions to the Contract or the Terms must be agreed in writing by PURE Life Experiences. PURE Life Experiences may, from time to time, vary or amend these Terms, provided that such

variations or amendments do not operate to diminish the rights reserved to the Private Travel Designer under the Contract, and shall not operate to increase the liabilities of PURE Life Experiences or its agents.

3. MEETING ATTENDANCE AND CANCELLATION

- 3.1 PURE Life Experiences shall be entitled to cancel the Private Travel Designer's place, their company's participation in any future events, and to charge the cancellation fees if it considers, at its sole discretion, that the Private Travel Designer fails to attend one or more pre-scheduled meetings, attends functions held by 3rd parties on nights when official exhibition functions are taking place, is a no-show to the Exhibition or is seen to be selling to Exhibitors or VIP's as in clause 4.11.
- 3.2 The Private Travel Designer is required to provide valid credit card details to cover any cancellation that should occur within the specified dates. The Private Travel Designer may cancel their place at the Exhibition in entirety by giving prior notice in writing to PURE Life Experiences. If valid documentation is received from a professional doctor before the commencement of PURE on 09 November 2015 specifying the reason for a Private Travel Designers' inability to attend PURE then no cancellation fee shall be charged. Provided that notice of cancellation is received and acknowledged by PURE Life Experiences at least 84 days prior to the start of the Exhibition (Up to 17 August 2015), the Private Travel Designer will be liable for no costs to PURE Life Experiences. Where such notice is received by PURE Life Experiences between 84 and 63 days prior to the start of the Exhibition (18 August – 07 September 2015) and no valid documentation from a professional doctor is received, the Private Travel Designer shall remain liable for a £200 cancellation fee payable in full to PURE Life Experiences via the credit card details overleaf. Where such notice is received by PURE Life Experiences between 63 and 42 days prior to the start of the Exhibition (08 September – 28 September 2015) and no valid documentation from a professional doctor is received, the Private Travel Designer shall remain liable for a £350 cancellation fee payable in full to PURE Life Experiences via the credit card details overleaf. Where such notice is received by PURE Life Experiences between 42 and 0 days prior to the start of the Exhibition (29 September – 09 November 2015) and no valid documentation from a professional doctor is received, the Private Travel Designer shall remain liable for a £500 cancellation fee payable in full to PURE Life Experiences via the credit card details overleaf.
- 3.3 PURE Life Experiences shall be entitled to cancel the place of the VIP if it considers, at its sole discretion, that the products or services provided by the VIP or any person attending the exhibition with the Private Travel Designer mentioned overleaf, do not fit the profile of the Exhibition.
- 3.4 Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the

other commits any breach of these terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed

4. CONDUCT OF PRIVATE TRAVEL DESIGNER AND TRAVEL ARRANGEMENTS

- 4.1 The Private Travel Designer has no right to any particular hotel allocation, although PURE Life Experiences will endeavour to take into account the Private Travel Designer's preferences when allocating the hotels.
- 4.2 Neither PURE Life Experiences nor its agents shall be required to assist the Private Travel Designer to obtain flights into the country where the Exhibition is to be held.
- 4.3 Neither PURE Life Experiences nor its agents shall be required to assist the Private Travel Designer to obtain any documents necessary for entry into the country where the Exhibition is to be held. Any failure of the Private Travel Designer to obtain any such documents from the relevant authorities shall not constitute frustration of the Contract. The Private Travel Designer, however, may substitute another person to take the hosted place, subject to approval of such person by PURE Life Experiences. In the event of such substitution, the Private Travel Designer shall remain primarily liable to PURE Life Experiences under the Contract.
- 4.4 All Private Travel Designers will be expected to arrive at the allocated hosted accommodation on the 09 November 2015 and depart on 13 November 2015. Any extension to these accommodation dates or arrangements for early or late check out shall be at the sole cost and responsibility of the Private Travel Designer.
- 4.5 All hosted Private Travel Designers' accommodation will be on a bed and breakfast basis. PURE Life Experiences will not be responsible for extra room costs incurred during the stay eg: spa, mini bar, dry cleaning. Any room upgrades will be solely at the discretion of the hotel management. Any extension to the stay prior to 09 November 2015 or after 13 November 2015 shall be at the Private Travel Designer's own cost. Should the Private Travel Designer arrange an extension to the stay, the transfers to and from the airport will be at the cost of the Private Travel Designer.
- 4.6 Should the Private Travel Designer choose to change their accommodation during the week of the show, this should be arranged at the sole discretion of the Private Travel Designer and the Private Travel Designer should seek to arrange alternative accommodation at their own cost. Should the Private Travel Designer succeed in securing availability in another of PURE Life Experiences' Partner hotels, the Private Travel Designer shall remain liable for the cost of their new accommodation.

- 4.7 Transfers to and from the airport in the country where the event is being held will only operate on Sunday 08 November, Monday 09 November, and Friday 13 November 2015.
- 4.8 The Private Travel Designer shall notify PURE Life Experiences of the flight details for arrival into the country where the Exhibition is to be held no later than 42 days prior to the start of the Exhibition if they wish to receive the hosted transfers.
- 4.9 The Private Travel Designer shall follow relevant laws, meeting health & safety and venue guidelines.
- 4.10 The Private Travel Designer has a duty and is obliged to actively take part in submitting, accepting and approving of pre-scheduled meetings and therefore also has a duty and is obliged to attend all pre-scheduled meetings arranged and to attend the Exhibition on each day according to the dates as stated in this contract. Failure to do so may result in action taken in accordance to clause 3.4.
- 4.11 The Private Travel Designer is prohibited to sell or to be heard selling products, supplies or services to Exhibitors or fellow VIPs throughout their entire stay at the Exhibition. Failure to comply with this requirement may result in action taken in accordance to the clause 3.4 and/or exclusion from the Exhibition and future PURE Life Shows Limited Beyond Luxury Media Ltd. events without refund of any sums that may have already been paid by that person.
- 4.12 The VIP shall not:
- leave the Exhibition prior to the official close of the Exhibition
 - display or distribute any political, illegal, immoral or offensive material at the Exhibition. No lotteries, games of chance or raffles or use of audio, lighting or audiovisual will be conducted without the prior written consent of PURE Life Experiences.
- 4.13 The VIP shall comply with all reasonable instructions of PURE Life Experiences, the venue operator and statutory regulations and the rules & regulations.

5. INDEMNITY

- 5.1 The Private Travel Designer shall indemnify and hold harmless PURE Life Experiences against any loss, damages, costs, expenses or other claims arising from:
- breach of these terms by the Private Travel Designer or any person
 - acts or omissions of the Private Travel Designer or its employees, whether negligent or otherwise.

6. LIMITATION OF LIABILITY

- 6.1 Except in respect of death or personal injury caused by negligence or as expressly provided in these terms, neither PURE Life Experiences, its servants or agents shall be liable to the Private Travel Designer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any loss of profit or

any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of PURE Life Experiences, its servants or agents or otherwise) which arise out of or in connection with the Exhibition (including any delay or cancellation of the Exhibition).

- 6.2 Neither PURE Life Experiences nor the venue operator or their agents, contractors or employees shall have any liability, direct or indirect, consequential or special, for any loss or damage or delay incurred by the Private Travel Designer arising:
- as a result of an act of force majeure;
 - in relation to transit to and from the venue; or
 - by fire or theft of any nature other than personal injury or death caused by negligence.
- 6.3 If the Exhibition is cancelled, postponed, abandoned or curtailed, or the venue becomes wholly or partially unavailable for the holding of the Exhibition as a result of;
- an act of force majeure; or
 - conflicts or misinterpretations arising with the national or local authorities of the host country, its sponsors, agents or other bodies regarding any and all aspects of the Exhibition; then:
- PURE Life Experiences or any of its agents or servants shall not have any liability for any loss, damage or delay to the PURE Life Experiences arising as a result of such circumstances;
 - PURE Life Experiences shall be entitled, but not obliged, to reschedule the Exhibition to another date and/or at an alternative site.
- 6.4 References in PURE Life Experience's marketing materials to "guaranteed business meetings with Private Travel Designers", "guaranteed business meetings with Exhibitors", "target Exhibitors: 470" shall imply an obligation on PURE Life Experiences to use all reasonable endeavours to provide such services to Exhibitors and Private Travel Designers. However, if PURE Life Experiences is unable to honour such guarantees, such failure shall not constitute a breach by PURE Life Experiences of the contract.

7. INSURANCE

- 7.1 Private Travel Designers shall obtain suitable insurance and are responsible for arranging their own insurance in relation to their employees, property (including luggage) and other equipment for which they are responsible and their participation expenses in case of cancellation, etc.

8. GENERAL

- 8.1 Failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.2 If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable, in whole or in part, the

validity of the other provisions of these terms, and the remainder of the provision in question, shall not be affected.

- 8.3 This agreement shall be governed by and construed according to English law. Any dispute between the parties under this agreement is hereby submitted to the jurisdiction of the English courts.
- 8.4 You agree to give us your consent under privacy laws to give your personal information to Exhibitors.
- 8.5 PURE Life Experiences is happy for private events to take place during the exhibition, provided they do not clash with the official programme. Any company hosting or attending a private event that clashes with an official element of the exhibition will have their registration(s) revoked and will be refused entry to all business and social events throughout the Exhibition and such occurrences may result in action taken in accordance to clause 3.4.
- 8.6 PURE Life Experiences is a private event. Only selected PURE Members are invited to all networking functions during the week of the event and PURE Life Experiences will not grant entry to spouses, relations or any non-member. Private Travel Designers found to be inviting third parties to any official PURE Life Experiences functions will have their registration revoked and endanger their company's participation in any future events.
- 8.7 From time to time private events might be organised by delegates participating in the show. The organisation of such events is not the responsibility of PURE Life Experiences and PURE Life Experiences cannot facilitate entry or access to any of those events.
- 8.8 An official catalogue of Exhibitors will be issued by PURE Life Experiences. We do not accept any responsibility for any omissions, misquotations or other errors which may occur in the compilation of the catalogue.
- 8.9 All transfers from the airport to the Private Travel Designer's hotel will either be by limousine, minibus, private coach or by any means of available transport.
- 8.10 The Contracts (rights of third Parties) act 1999 shall not apply to the contract.