

# General regulations for trade fairs and exhibitions in France

## CHAPTER 1: GENERAL PROVISIONS

**01.01** These regulations are of a general nature and apply to all commercial events organised by members of the Federation.

All events listed in article R762-4 of the Commercial Code shall be qualified as commercial events. Each commercial event is independent from previous or subsequent sessions: it is a unique event defined by a name, venue, date and presentation of the offer made to the public usually known as the "schedule". Where necessary, these regulations are supplemented by the particular regulations for each event or by an "exhibitor guide" or "handbook".

"Particular regulations" means the specific provisions applicable to the said event, thus supplementing the general regulations for commercial event. On no account may the particular regulations contradict the general regulations. Where necessary they may be supplemented by an "exhibitor guide" or "handbook".

"Exhibitor guide" or "handbook" means the document provided, sent or made available on the Internet by the organiser at the time of the exhibitor's application to participate, containing information relating to the event, the rules and regulations, forms for ordering services and any other relevant information relating to the exhibitor's participation in the commercial event. It shall be binding in its entirety on the exhibitor.

"Stand" means the space occupied for the presentation of products or services or the space used for meeting customers or colleagues.

"Commercial event catalogue" means an electronic or hardcopy document containing the list of exhibitors, their contact details, stand numbers and any other information relating to the commercial event

« In the event of doubt regarding a definition, the document "ISO 25639-1 Norme Internationale – Terminologie du secteur des foires, salons, congrès ou manifestations commerciales" should be referred to ».

By signing their application for registration, exhibitors accept all their regulations as well as all those imposed by particular or new circumstances. They also undertake to adhere to all the legal and regulatory provisions in force, in particular labour legislation and safety regulations.

**01.02** The organiser alone determines the venue, the duration, and the opening and closing times of the event, the price of stands and admissions, as well as the closing date for registrations. He alone determines the categories of people or companies allowed to exhibit and/or visit the event as well as the list of products or services presented.

## CHAPTER 2: APPLICATION FOR PARTICIPATION AND PERMISSION TO EXHIBIT

**02.01** The participation application is made by means of the form provided by the organiser and disseminated in hardcopy or electronic format. Requests for a participation application form, dispatch of this form, and/or receipt of shall not constitute permission to exhibit.

**02.02** The organiser shall examine the participation applications and decide on admissions. Admission shall become effective only when written confirmation has been sent to the exhibitor.

**02.03** The organiser shall be the sole arbiter of the definition and organisation of the offer at its commercial event. The organiser (or selection committee) therefore reserves the right to reject, either provisionally or definitively, any participation application which does not meet the required conditions, as stipulated on the participation application form or those in the general regulations for commercial events and/or the particular regulations or the event's schedule, or due to Public Order considerations or the protection of certain protected interests.

**02.04** Grounds for rejection may include incomplete provision of the required information, default on payments or guarantees required by the organiser, failure to honour previous obligations, in particular those arising from these General Regulations, the unsuitability of the applicant, their products or services for the purpose, spirit or image of the event, the legally-enforced liquidation of the exhibitor, their proven insolvency, failure to obtain administrative or legal permissions necessary for their presence at the event, the risk of their presence harming the protected interests of consumers and young people, and more generally causing a disturbance to Public Order, the peace of other exhibitors and the safety and enjoyment of visitors.

**02.05** The exhibitor shall inform the organiser of any element or event, having occurred or been noted since their participation application, which may be deemed to constitute grounds for a fresh examination of their participation application in the light of articles 02.03 and 02.04 of these regulations.

**02.06** In addition, the organiser reserves the right to request further information relating to the above at any time, and if necessary review any admission decision made on the basis of information which is untruthful, erroneous or has become inaccurate.

The paid deposit then remains with the organiser who reserves the right, moreover, to demand payment of the balance of the total fee.

**02.07** The rights acquired through registration are personal and inalienable. Admission shall not entail any right of admissibility to other events organised by the organiser.

**02.08** Unless there is special dispensation from the organiser at their express request, groups can only exhibit on collective stands if each member company in the group, has been admitted individually and has undertaken to pay the registration fees.

## CHAPTER 3: REGISTRATION AND PARTICIPATION FEES

**03.01** Applications forms, to avoid being rejected out of hand, must be accompanied by the first payment, as determined by the organiser. Administration and registration fees may be forfeit to the organiser, irrespective of the outcome of the participation application

**03.02** The overall amount of participation fees for the event shall become the definitive property of the organiser following the admission decision sent in writing to the exhibitor. Failure to pay the balance or any instalment payment by the stipulated deadline, shall, with no prior notice required, be deemed to constitute termination of the admission to exhibit, the down payment made remaining the irrevocable property of the organiser.

**03.03** Furthermore, the organiser reserves the right to pursue payment of the balance of the price payable, notwithstanding non-participation, irrespective of the reasons for this, by the exhibitor admitted to exhibit. In the event of an exhibitor not occupying their stand for whatever reason on the day of the opening of the event, or by the set-up deadline set by the organiser, they shall be deemed to have waived their right to exhibit. Without prejudice to any other measures taken and to the risk of the exhibitor, the organiser may use the stand of the defaulting exhibitor without the latter being able to claim either refund, or compensation, even if the stand is allocated to another exhibitor.

**03.04** The regulations specific to each event may define the procedures and conditions according to which the definitively registered exhibitor will be able, if necessary, to withdraw.

### CHAPTER 4: ALLOCATION OF STAND SITES

**04.01** The organiser establishes the plan of the event and distributes the sites. The organiser establishes the plan of the event and distributes the sites.

**04.02** The organiser or selection committee may, pursuant to the particular regulations for each event, determine a maximum exhibition area for each type of activity or service marketed and/or a maximum number of exhibitors. Acceptance of the participation application of each exhibitor therefore depends on the spaces remaining vacant in the relevant sector of business at the time of the participation application. In order to take into account the specific characteristics of each event, they nonetheless maintain, in consideration of objective elements applicable indiscriminately to all exhibitors, the possibility of altering the originally planned allocation.

**04.03** Unless otherwise specified by the organiser or selection committee, admission to exhibit shall not grant any right to occupy any given site. Participation in previous events does not presuppose the right of the exhibitor to any given site.

**04.04** In the constitution of lots and allocation of sites, the organiser or selection committee shall do its utmost to take into account wishes expressed by exhibitors, the nature and interest of the articles or services they propose to present and the layout of the stand they plan to install.

**04.04** Where made possible by the event venue, the plans supplied and designations of lots include measurements which are as accurate as possible and specify the venues and types of special event which will be of three during the commercial event. Having been informed by the organiser about the advantages and any drawbacks arising from the fact that their stand is in the vicinity of special events, and in the absence of any complaint prior to the beginning of the commercial event, the exhibitor is deemed to have accepted such considerations and to have waived their right to take any action against the organiser due to their immediate environment about which they did not receive prior information.

**04.06** In the event of absolute necessity, the organiser reserves the right to alter the following if they deem this necessary in the interest of the event, at any time, before and during the event, without it being necessary to inform the exhibitor: the general and particular decoration; opening times; the programming of special events; provided that these changes do not constitute a substantial change to the original contract signed between the organiser and exhibitor. Should this contract be substantially modified, the organiser shall do its utmost to find an acceptable solution for the exhibitor.

### CHAPTER 5: INSTALLATION AND CONFORMITY OF STANDS

**05.01** The specific "exhibitor guide" or "manual" for each event as defined in article 01.01 shall determine the time granted to the exhibitor, before the event opens, to proceed with fitting out their stand and placing there the items they will need during the event.

**05.02.** Throughout the set-up period, the exhibitor is required to adhere to the "professional charter for organising health and safety at work in situations of co-activity during set-up and break-down operations for commercial events" drafted by FSCEF and adopted at the general meeting on 2 July 2010.

**05.03** The exhibitor is required to conform to the organiser's instructions relating to the regulation of entry and exit of goods, in particular concerning the movement of vehicles within the enclosure of the event.

**05.04** Exhibitors or their agents, must have finished their installation on the dates and times set by the organiser; after these dates and times, no packaging, equipment, transport vehicle or outside contractor be granted access to, be held or remain in the event venue, for any reason and irrespective of any adverse consequences for the exhibitor.

**05.05** Each exhibitor, or their agents, shall provide for the transport, receipt and dispatch of their packages or other items dispatched as well as the recognition of their contents. All packages and other items dispatched shall be unwrapped on arrival. If exhibitors or their agents are not present to receive their packages or other items dispatched, in view of the attendant liability, the organiser shall refuse packages and other items dispatched to the exhibitor in their absence, unless specified otherwise in the contract. The exhibitor may not claim compensation for any loss due to receive their packages or other items dispatched to them.

**05.06** The installation of stands must not, under any circumstances, damage or modify the permanent installations of the exhibition site, nor must they be detrimental to the convenience or safety of other exhibitors and of visitors. The exhibitor shall bear the cost of any damage caused by them. In this respect, the exhibitor shall take out damage insurance.

**05.07** Particular decoration of stands shall be carried out by exhibitors who shall assume full responsibility for same. This decoration must not impede the visibility of signs and safety equipment and must blend in with the general decorations of the event, not hinder the visibility of neighbouring stands and not be in breach of any stipulations in the particular regulations of the organiser, the host venue and/or the "exhibitor guide" or "handbook".

**05.08** In the exhibition spaces, all the materials used, including hangings and carpets, shall comply with the regulations in force; the organiser reserves the right to have any non-conforming material or installation removed or destroyed at any time at the expense of the exhibitor.

**05.09** At its own initiative or at the request of a penalised exhibitor, the organiser reserves the right, before the opening and during the event, to have removed or altered installations which are detrimental to the overall aspect of the event, which inconvenience neighbouring exhibitors, or which do not comply with the previously submitted particular plans or projects. The organiser shall be the sole arbiter for such matters and is bound only by an obligation of means if it decides to intervene in response to a request made by a penalised exhibitor.

**05.10** The exhibitor shall be present or shall mandate a duly authorised person to be present on their stand during the inspection of the safety department, and shall comply, throughout the event, with the safety measures imposed by the Public Authorities and safety measures taken by the organiser or site manager, and adhere to the "professional charter for organising health and safety at work in situations of co-activity during set-up and break-down operations for commercial events ».

## CHAPTER 6: OCCUPATION AND USE OF STANDS

**06.01** Exhibitors participating in the event are expressly prohibited from subletting, exchanging all or part of the site allocated by the organiser, whether free of charge or against payment.

**06.02** Without the prior written authorisation of the organiser, the exhibitor cannot present any materials, products or services on his site other than those listed in his admission application and which correspond to the list of products or services established by the organiser. Unless otherwise expressly stipulated, the presentation and provision of second-hand equipment are strictly prohibited.

**06.03** The exhibitor may not, in any form whatsoever, present products or services or make publicity for companies or contractors who are not exhibitors, without the prior written authorisation of the organiser.

The exhibitor may not advertise in any form whatsoever – it being understood that having a stand is not a form of advertising – for a practitioner or establishment belonging to a regulated profession, whose official national body representing the profession has advertising restrictions in place.

**06.04.** The upkeep of the stands must remain impeccable throughout the event. Each stand must be cleaned each day at the exhibitor's expense before opening of the event to the public

**06.05** The rental of a stand does not constitute a deposit contract. In the event of theft on a stand, the exhibitor may not hold the organiser liable.

**06.06.** Exhibitors must not dismantle their stand and must not withdraw any of their articles before the end of the event, even if the event is prolonged.

The organiser's particular regulations may supplement this article with the application of a deposit policy.

**06.07** Any bulk packaging, covers used during closing times and objects not being used for the presentation of the stand as well as the staff cloakroom, must be out of sight of the visitors. It is also forbidden to leave exhibits covered during opening hours of the event. The organiser reserves the right to remove anything that would cover objects without being held responsible for any damage or loss which may result.

**06.08** Failure to adhere to any of these provisions shall be noted in writing by the organiser. This may serve as grounds for refusal for the exhibitor to participate in future events.

## CHAPTER 7: ACCESS TO THE EVENT

**07.01** No-one will be allowed into the enclosure of the event before presenting a certificate issued by the organiser or being admitted by him directly.

**07.02** The organiser reserves the right to ban admittance or have evicted any person, visitor or exhibitor whose presence or behaviour are deemed to represent a threat to the safety, peace or image or the event and/or the integrity of the site.

**07.03** Organisers or site managers who hold a category II, III or IV licence and an operating permit to serve alcoholic beverages shall refuse their sale to minors under 18 years of age. In the event of an accident caused by drunkenness the licence-holder shall be liable.

**07.04** Smoking is strictly prohibited within public access premises other than in specific areas.

Smoking outside designated areas shall be subject to a set fine of 68 euros (category 3 offence). Failure to implement the standards applicable to designated areas or the relevant signage shall be subject to a set fine of 135 euros (category 4 offence). Knowingly encouraging breach of the smoking ban shall also be subject to a category 4 offence; the penalty is not a set fine, as this offence must be substantiated. It shall entail a report made to the public prosecutor's office, which will decide whether or not to press charges.

**07.05** Admission tickets for the event shall be issued to exhibitors under the conditions determined by the organiser.

**07.06** Invitation cards intended for people or companies that the exhibitor wishes to invite are issued to exhibitors under conditions determined by the organiser. Unused admission tickets may not be returned, refunded or exchanged.

**07.07** The distribution and/or sale of admission tickets issued by the organiser or by the exhibitor, free or against payment, is strictly prohibited. The reproduction or sale of these admission tickets is liable to prosecution.

## CHAPTER 8: CONTACT AND COMMUNICATION WITH THE PUBLIC

**08.01** Exhibitors and their staff must be dressed appropriately and behave appropriately toward all persons: visitors (no hustling for customers, no encroachment outside the stand), other exhibitors, organisers, watchmen, hostesses or all other service providers.

Any failure to observe this provision will be the subject of a written report by the organiser, which may also give him the right to deny the exhibitor participation in future events.

**08.02** The stand shall be constantly occupied by the exhibitor or their representative during exhibitor opening hours (including set-up, deliveries and break-down) and constantly during official visitor opening hours.

Any failure to observe this provision will be the subject of a written report by the organiser, which may also give him the right to deny the exhibitor participation in future events.

**08.03** The organiser alone retains the right to produce, publish and circulate the exhibitor catalogue for the event, whether free of charge or against payment. He will be able to concede all or part of this right as well as the publicity included in this catalogue. Information necessary for drafting the catalogue will be provided by the exhibitors at their responsibility and, at the risk of not being inserted, within the time limit allowed by the organiser.

**08.04** The organiser may, without their specific agreement, include exhibitors' company names on informational documents, including in visitor and/or exhibitor catalogues and on their website.

Organisers who wish to circulate the personal details of exhibitors supplied at registration on informational documents shall inform them before doing so.

However, the organiser shall ask exhibitors at the time of registration, for their agreement to use their image (tradename, logo, products or services, photos of the stand) and their name for advertising and promotion purposes for the commercial event, in any format and prospecting document. Having given their agreement, the exhibitor is deemed to have obtained the agreement of their employees and/or subcontractors for any use of their image by the organiser during the commercial event.

If such an agreement exists, no claim may be made against the organiser, producer or distributor for the dissemination of exhibitors' image, that of their stand, tradename, brand, staff, products or services, for the purposes of the event, in France or abroad, by television, video or any other media including virtual media (books, leaflets).

**08.05** The organiser reserves the exclusive right to display posters within the confines of the event. Within the confines of their stand, exhibitors may use only posters and signs for their own company, as designated on registration for the commercial event, to the exclusion of any others, within the limits of the provisions relating to general decoration.

The organiser may have posters and signs which do not comply with this provision removed.

**08.06** Circulars, booklets, catalogues, printed papers, gifts or objects of any nature, may be distributed by exhibitors only on their stand. No brochure relating to products, brands or services not exhibited may be distributed without the written permission of the organiser.

**08.07** The distribution or sale of newspapers, periodicals, leaflets, tombola tickets, badges, market surveys queries or participation vouchers are prohibited, even if associated with a charity or charitable event, on the site of the event or its immediate surroundings, unless otherwise specified by the organiser.

**08.08** Any illuminated or audible advertising, and any special events, shows or demonstrations liable to result in people gathering in the aisles, shall be submitted for the prior approval of the organiser, who may reconsider permission which may have been granted in the event of circulation being impeded and/or inconvenience to neighbouring exhibitors and the event.

**08.09** Advertisement by calling out or touting, in any way whatsoever, is strictly prohibited. The exhibitors must not block the aisles or encroach on them under any circumstances, unless exceptional prior written authorisation has been obtained from the organiser.

**08.10** The exhibitors must take scrupulous care to inform the public honestly as to the quality, price, sale and guarantee conditions of their products or services in a complete and objective way and in compliance with the regulations. They must not make any publicity or perform any action likely to misinform or constitute unfair competition.

Exhibitors are informed that purchases made at the commercial event are not subject to articles L 311-10 and L 311-15 of the Consumer Code (seven-day cooling-off period) except for those for which a consumer loan is taken out and those resulting from a personal invitation to come to a stand to receive a gift.

Any exhibitor caught in the act of claiming otherwise may cause the organiser to take sanctions up to and including immediate closure of the stand.

**08.11** Exhibitors undertake to present only products, services or equipment which comply with French and EU regulations. They accept full liability for their products with respect to third parties; the organiser declines all liability for exhibitors failing to abide by these laws.

**08.12** Whenever necessary, it will be up to each exhibitor to complete the formalities required for participation in the event, in particular as regards work regulations, customs procedures for materials or products from outside France and with respect to food and animal hygiene.

## CHAPTER 9 “INTELLECTUAL PROPERTY”; OPERATING AND MARKETING RIGHTS

**09.01** In accordance with the Charter against intellectual property infringement adopted by the FSCEF general meeting in July 2008, any exhibitor who wishes to take administrative or legal action for infringement against a competing exhibitor, shall undertake to inform the organiser of the event or its designated correspondent beforehand, to adopt fair behaviour and to act in good faith.

**09.02** The exhibitor shall be responsible for the protection of intellectual property, operating and marketing rights for the equipment, products and services displayed by them (patents, brands, models, etc.), in accordance with the legal and regulatory provisions in force. These measures must be taken before the presentation of the materials, products or services. The organiser will not accept liability in this regard, particularly in the event of litigation with another exhibitor or a visitor.

**09.03** Each exhibitor shall be responsible for fulfilling their obligations towards the S.A.C.E.M if they use music on their stand and in their own special events, including for demonstrations of audio equipment; the organiser declines all liability in this respect.

**09.04** Unless specified otherwise by the organiser or following written permission issued by it, photos and video footage other than those specific to the exhibitor's stand are not allowed in the event venue. Accreditation shall constitute written permission to take photos and video footage subject to non-violation of third parties' image rights.

**09.05** The photographing of certain objects on the stands may be prohibited at the request and diligence of the exhibitors.

## CHAPTER 10 « INSURANCE »

**10.01** In addition to the insurance covering exhibited objects and more generally all items belonging to him, whether mobile or otherwise, the exhibitor is required to take out total or third-party insurance covering the risks that he and his personnel may incur, at his own expense, either with his own insurer or with the insurer approved by the organiser. He must support this when his registration is confirmed by producing the relevant certificate. The organiser will be considered free of all liabilities, in particular in the event of any loss, theft or damage.

**10.02** For his protection, the organiser can, if necessary, require the exhibitor to take out his insurance only with an insurer appointed by the organiser, who will then specify his rates and conditions.

## CHAPTER 11: BREAK-DOWN OF STANDS AT THE END OF THE COMMERCIAL EVENT

**11.01** The exhibitor, or his duly authorised representative, is required to be present on his stand from the start of dismantling until it has been entirely cleared.

**11.02** During the break-down period, the exhibitor is required to observe the “professional charter for organising health and safety at work in situations of co-activity during set-up and break-down operations for commercial events” drawn up by FSCEF.

**11.03** The removal of stands, goods, articles and particular decorations, along with any remaining waste from materials used to decorate the stands, shall be carried out by the exhibitors within the timescale and hours allowed by the organiser in accordance with the laws, regulations and local practices regarding waste. Beyond these deadlines, the organiser will be able to have the materials transported to a furniture depository of his choice, at the exhibitor's expense and risks and without assuming liability for any damage or loss, whether total or partial.

**11.04** Exhibitors must leave the sites, decorations and materials placed at their disposal in the state in which they found them. The cost of making good any damage caused by installations or goods to equipment, the building or to the occupied floorspace shall be borne by the exhibitors responsible, on presentation of proofs of expenditure.

## CHAPTER 12: LOSSES

**12.01** Loss” here means “material or moral damage suffered by a person and caused by a third party ».

During a commercial event, the type of losses liable to occur may include the following:

- Between exhibitors
- between exhibitors/organisers
- between organisers/exhibitors
- between organisers/customers

**12.02** When a loss to an exhibitor is caused by another exhibitor, they shall both, whenever possible, attempt to settle the conflict, in a responsible fashion ». The organiser shall be kept informed of the conflict but is under no obligation to act as mediator or arbitrator. Its role is to check that the contractual provisions binding it to the exhibitor are adhered to. If one of the parties decides to appeal to an authority, they shall inform the organiser in order to protect the image of the commercial event as far as possible.

**12.03** If a loss arises from a conflict between an organiser and an exhibitor and this affects an exhibitor, the exhibitor shall make a written request to the organiser. The organiser shall reply to the request of the exhibitor as soon as possible provided that the request is legitimate and grounded; it is bound only by an obligation of means.

**12.04** If the exhibitor's loss affects the organiser, the organiser shall make a formal demand for them to cease and desist. Any failure to observe this provision will be the subject of a written report by the organiser, which may also give him the right to deny the exhibitor participation in future events.

**12.05** The organiser shall be required to provide general information about the overall running of its commercial event.

**12.06** The organiser shall not intervene in disputes which may occur between an exhibitor and a customer and declines all liability for disputes which may occur between exhibitors and visitors.

### CHAPTER 13: VARIOUS PROVISIONS

**13.01** The organiser may cancel or postpone the event if he notes a manifestly insufficient number of registered exhibitors. The registered exhibitor is then refunded the amount of his deposit or his participation fee. Until the date limit for registrations, the exhibitor assumes responsibility for all risks related to the event's possibly not taking place and in particular the exclusive responsibility for expenses which he may have incurred in preparation for the event.

**13.02** The organiser can also cancel or postpone the event due to Force Majeure or any cause beyond his control.

The following constitute force majeure circumstances, providing grounds at any time for the cancellation or postponement of the event: any new circumstances pertaining to health, the climate, the economy, politics or society on a local, national or international level which cannot be reasonably foreseen at the time of advertising the event to exhibitors, and which are beyond the control of the organiser, which make impossible the performance of the event or which imply risk of disturbance or disorder liable to seriously affect the organisation and smooth running of the event or the safety of individuals or property. Any postponement of the event and/or the final status of sums paid are specified in the particular regulations of each organiser.

**13.03** Any infringement of the provisions of these regulations, the additional special regulations or the specifications of the "exhibitor's guide" or the "handbook" on the part of the exhibitor, may incur the closure of the stand, if necessary with the assistance of the police force and without prejudice to any other proceedings.

**13.04** In such a situation, the amount paid to participate in the exhibitor shall be kept by the organiser, without prejudice to payment of the balance of the price, any sums remaining due, and/or any other costs engaged to close the stand. The organiser reserves the right to take legal action against the offending exhibitor for reparation of the loss suffered.

**13.05** However valid they may be, any complaints on the part of an exhibitor with respect to another exhibitor or to the organiser will be discussed outside the confines of the event and must in no way disturb the peace or the image of the event.

**13.06** The exhibitor undertakes not to take matters to court without having first sought an out-of-court settlement with the organiser.

**13.07** In the event of dispute, in principle, the courts in the locality in which the commercial event takes place have sole jurisdiction. Exceptionally, if a commercial event is organised in a foreign country by a company with its registered head office in France, the competent court shall be that of the registered head office of the organiser.

**13.08** Any difficulties in interpretation of these General Regulations in their English, German, Spanish, Chinese or Italian version will be referred to the intended meaning of the French version.