

TERMS AND CONDITIONS OF EXHIBITING



“The Organiser” – The event is organised and promoted Shout Connect Limited

“The Exhibitor” – Any company or person ordering display space at the event.

THESE ARE THE TERMS AND CONDITIONS OF EXHIBITING THAT GOVERN OUR CONTRACT WITH YOU AS AN EXHIBITOR WHETHER YOUR BOOKING IS BY EMAIL, VERBAL OR ON OUR OFFICIAL BOOKING REQUEST. THEY BIND EACH AND EVERY ONGOING BOOKING AND BOOKING IS DEEMED ACCEPTANCE OF THESE TERMS TO THE EXCLUSION OF ANY OTHERS.

STAND APPLICATION/ALLOCATION

Stands are assigned subject to availability. The organiser reserves the right at any time to re-arrange the stand layout or allocation and compensation will not be given.

PAYMENT

Payment is due within seven days of the date of invoice. If you fail to make payment in accordance with these terms and conditions the organisers may cancel your booking without notice. If your booking is cancelled for breach of this term you agree to pay a lost opportunity fee equivalent to the full invoice value.

EXHIBITOR CANCELLATION

No rebate, discount, credit, waiver of fees or refund is available for any cancellation. An exhibitor may transfer their booking to another event or to another company, subject to availability, with the consent of the organisers upon payment of a £50 plus vat transfer fee as long as a request to transfer is made at least 60 clear days before the event in writing.

CHANGE OF DATE OR VENUE/EVENT CANCELLATION

The organisers reserve the right at any time to change the date and/or venue of the event or to cancel it altogether if they deem it necessary by reason of fire, flood, extreme weather conditions, acts of war or violence, malicious damage, explosion, earthquake, strike, civil disturbances, political unrest, riot, labour dispute, power cuts or any other cause beyond the organiser’s control; or if the organiser for any other reason deems it necessary or advisable. In such cases, the exhibitor waives any and all claims he might have against the organiser for refunds, damages or expenses. In the event that the event is cancelled by the organiser for commercial reasons such

as lack of support then all sums paid by the exhibitor for the stand will be refunded. The exhibitor agrees that under these circumstances he will have no further claims against the organiser.

PROMOTIONAL PRICING

If you accept an offer for promotional pricing and fail to make payment in accordance with the terms set out in the promotion you agree to pay the full advertised rate for your booking. You may not cancel a promotional pricing offer deal and at our sole discretion may be charged the discounted element at any time once you have breached the payment requirements.

REMOVAL OF EXHIBITS

No exhibit can be dismantled, packed away or removed until the event has terminated. The exhibitor must ensure that all exhibits are removed from the premises by 5.00pm on the day of the event. Failure to do so may render him liable for all costs incurred in storing and handling the said exhibits together with additional site rental costs imposed by the venue and/or their contractors.

No exhibitor may dismantle, pack up or abandon their space prior to the advertised closure time. Any exhibitor in breach of this requirement agrees to pay an early departure fee of £100 plus VAT.

DISPLAY/STAND DESIGN

The event will be open to visitors during the times advertised and the exhibitor must ensure that his stand is ready at least one hour prior to the opening of the event. Stands must be fully staffed at all times. The exhibitor may place promotional material and merchandise on any walls or surfaces adjacent to their stand and within its confines but are only permitted to use removable adhesive fittings. The exhibitor must not alter or tamper with the structure of the venue, including carpets, lights and surrounding areas and must ensure that nails are not used. Failure to conform with this provision will render the exhibitor liable for any damage incurred. The organiser reserves the right to remove any materials or literature considered to be of an obscene or objectionable nature and remove any exhibit it considers to be unsafe. Compensation will not be given. The exhibitor shall make good, indemnify and hold both the organiser harmless for any damage to the shell, scheme or the premises by the exhibitor, his agents, contractors or employees.

EQUIPMENT

Any electrical equipment or appliances which the exhibitor proposes to use for the event requires a current Portable Appliance Test (P.A.T.) Certificate. All stands, fittings and materials which the exhibitor proposes to use for the event must be

fire-retardant in accordance with the appropriate legislation. The organisers reserve the right to require the exhibitor to remove anything from its stand which is not appropriately certified or which it deems unsuitable, in its absolute discretion. The exhibitor will indemnify the organiser against all actions, costs, claims and demands in respect of any breach of the provisions of this clause.

SUBLETTING

No part or whole of any site may be sublet by the exhibitor without the prior written permission of the organisers.

CANVASSING

Canvassing for orders and the distribution or display of printed materials, except by the exhibitor within the venue building is strictly prohibited save and except for on or immediately adjacent to their designated stand unless permission has been sought and obtained in writing from the organisers.

DISTURBANCES

The exhibitor must ensure that any sound coming from his stand is kept to a volume that does not cause any annoyance to other exhibitors. In case of any dispute, the organiser's decision is final.

HEALTH & SAFETY

Electrical equipment; Shout Connect Limited has a reasonable expectation that the electrical equipment brought onsite by exhibitors is intrinsically safe and suitable for use. All exhibitors are expected to satisfy this through their own checks (e.g. portable appliance testing, visual inspections) and health and safety precautions where necessary. Shout Connect Limited accept no responsibility for the correct use and installation of such equipment and reserve the right to prevent the use of electrical equipment considered unsafe. Exhibitors are requested not to overload sockets and to have consideration of other exhibitors using the same temporary electricity supply so as not to trigger any electrical fuses.

Mechanical equipment; Shout Connect Limited has a reasonable expectation that any mechanical equipment brought onsite by exhibitors is intrinsically safe and suitable for use, including fold-out displays, stands, lighting rigs, tables, chairs etc.. All exhibitors are expected to satisfy this through their own checks (e.g. visual inspections, testing, training) and health and safety precautions where necessary. Shout Connect Limited accept no responsibility for the correct use and installation of such equipment and reserve the right to prevent the use of mechanical equipment considered unsafe.

Food hygiene and safety; Shout Connect Limited has a reasonable expectation that all food and drink brought on site by exhibitors for promotional gifts, demonstrations etc. is safe for consumption in accordance with relevant food hygiene standards. This includes but is not limited to hot drinks, alcoholic drinks, sweets and confectionery, raw and cooked meats. Awareness of potential food allergies caused by ingredients within such food items is encouraged. Shout Connect Limited accept no responsibility for promotional or demonstration food and drink brought by exhibitors and reserve the right to prevent the distribution of foodstuffs considered unsafe.

Generic health & safety; Shout Connect Limited makes best efforts to ensure the health and safety of exhibitors and attendees is protected at its Expos by undertaking site specific health & safety risk assessments beforehand and working with the venue to make sure fire precautions, welfare facilities and general environment are acceptable. The potential hazards considered include:

- slips, trips and falls (potentially caused by trailing cables, tablecloths and boxes lying untidily on the floor, as well as on poor ground surfaces and stairs);
- manual handling of heavy items;
- sharps (scissors, knives etc.) used when opening containers;
- crushing/trapped fingers in folding tables, chairs and equipment;
- scalds (hot liquids, steam) and burns (hot lights);
- electric shock from electrical equipment.

Exhibitors are expected to take all reasonable precautions against these common hazards through the considerate use of equipment, careful movement through the exhibition space and by maintaining a tidy display area.

Security; Shout Connect Limited takes all reasonable steps to ensure the safety and security of people and belongings at their Expos, by allowing only named attendees, exhibitors and staff into the Expo areas. Exhibitors are however asked to be watchful for opportunistic thieves throughout the duration of the Expo and to take precautions for the safety of their personal belongings at all times.

LIMITATION ON LIABILITY

The organiser shall not be liable to the exhibitor for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the event or these terms and conditions.

The organisers liability to any exhibitor shall be limited to the amount paid by the exhibitor to the organisers in any event.

The organiser shall not be in breach of this agreement, or liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond their reasonable control. The organiser cannot be held responsible for any third party including, but not limited to venues, performers, promoters, sponsors, exhibitors, artists and speakers. Nothing in these terms and conditions excludes or limits or seeks to exclude or limit the organiser's liability for death or personal injury caused by its negligence or under section 2(3) of the Consumer Protection Act 1987 or for fraud or fraudulent misrepresentation or for any matter which would render this clause unenforceable. The organiser will not be liable for any printing errors appearing in any literature associated with the event.

If any part of this agreement (Terms and Conditions of Exhibiting) is found to be unenforceable the remainder shall still bind the parties.

Check out www.shoutexpo.com for details of our other events around the UK.