

EXHIBITOR TERMS AND CONDITIONS

DEFINITIONS

Organisers – Washington Dowling Associates Limited

Exhibitor – the exhibitor, its employees, agents, representatives and contractors

NO SUBSTITUTION

The Exhibitor may not substitute a third party, sublease, sublicense or share any allocated stand space.

HEALTH AND SAFETY RISK ASSESSMENTS

An Exhibitor who has not submitted a full risk assessment to the Organisers in good time prior to the relevant event will not be allowed to set up until such an assessment has been submitted and considered by the Organisers.

EXHIBITOR PROPERTY

The property of the Exhibitor is deemed to be under its sole responsibility, control and oversight at all times, including in transit to and from the venue and within the confines of their stand. On set-up day any valuables must be kept with the Exhibitor overnight. Please note that it is not possible to secure or lock certain areas of exhibition venues.

LIABILITY

The Organisers do not accept responsibility or any liability whatsoever for any loss of or damage to or theft of any property (including materials, displays and equipment) belonging to or in the care or custody of the Exhibitor.

EXHIBITORS DISPLAYING SIMILAR PRODUCTS OR SERVICES

The Organisers will allow no more than two Exhibitors displaying similar products or services to exhibit at each show, with the exception of Headline Sponsors. In the event of an Exhibitor displaying a wide range of various products or services, a decision must be made by the Exhibitor as to which product(s) or service(s) the Exhibitor chooses as its primary presentation, and this decision must be notified to the Organisers in writing no later than 4 weeks in advance of the relevant show: this notification will then be used to define whether and if so at what point the Organisers have reached the maximum of two Exhibitors displaying similar products or services.

DISPLAY OF PRODUCTS AND MATERIAL

If the Exhibitor is displaying any product or material which is, in the Organisers' sole discretion, deemed to be inappropriate, including for example, material which is offensive, disparaging or discriminatory, the Exhibitor will be required to remove its products, material or exhibition stand or a combination of them.

INSTALLATION AND REMOVAL OF EQUIPMENT

The Exhibitor must take care when installing/dismantling its equipment and stand so as not to cause any damage to the venue be it to carpeting, walls, floor or other structure or fittings. In the event any such damage occurs, the Exhibitor will be solely liable and responsible for all costs and charges for remedying any damage.

PROTECTION OF EXHIBITS

All exhibits must be properly protected to avoid any danger to any person or persons visiting or taking part in the event. The Exhibitor will indemnify and keep indemnified the Organisers against all and any claims, demands, actions, proceedings, costs and liabilities on account of or in connection with any injury or damage being caused by or accountable to any exhibit to any persons whatsoever.

DISMANTLING OF EXHIBITS

Under no circumstances must exhibits be removed or dismantled, either partially or totally, prior to 2pm on the day of the event.

REVISION OF LAYOUT

In the event of the need to revise the layout of the exhibition, for any reason, the Organisers reserve the right to relocate an Exhibitor to an alternative stand location.

ADVERTISING MATTER

Exhibitors shall not distribute any advertising or printed material in or in the area of the entrance, exit or conference room of the exhibition venue, or in such a manner as to cause annoyance or disturbance to other Exhibitors. In the event of a complaint about any such distribution the matter will be referred to the Organisers for their binding decision. Exhibits and other devices within the stand shall be operated and controlled so that there is no disturbance to other Exhibitors.

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FIRE RISKS AND SAFETY

All materials used in construction of interior displays must be either made of non-flammable material or effectively fire proof. Exhibitors shall not bring, place or keep on or adjacent to the space allocated to them any substance which is, in the opinion and sole discretion of the Organisers, of a dangerous, explosive or objectionable nature. All aisles and fire exits must be kept clear of exhibits at all times. Exhibits must adhere to all applicable fire and safety regulations for the duration of the event. Exhibitor power sockets must not be overloaded e.g. through the use of multi adapters, and all portable electrical equipment must have been PAT tested by or on behalf of Exhibitors in advance of being put into use.

HEALTH AND SAFETY LEGISLATION

For the duration of the Exhibition, Exhibitors must ensure that all contractors, sub-contractors, agents and employees involved in the construction or dismantling of their stands / exhibits, in the course of exhibiting, and in the course of all work carried out on site by all or any of them, comply at all times with all applicable health and safety legislation. Exhibitors must ensure that stand personnel are instructed and trained in matters of health & safety in order to carry out their tasks competently and safely, have sight of the risk assessment completed for the Exhibition, and are made aware of the venue's emergency procedures. Exhibitors' attention is drawn in particular to the requirements of the Health & Safety at Work etc. Act 1974 and the Environmental Protection Act 1990.

INSURANCE

By confirming booking of exhibition space, the Exhibitor agrees to protect and indemnify the Organisers and the venue from all claims, costs, demands, proceedings, damages, and all liability of any kind, including loss, damage to or destruction of property, breach of contract, injury, negligence, abuse or wilful misconduct on the part of any party. The Exhibitor, at its sole expense, must take out all necessary insurances, including Public Liability Insurance which covers events outside and away from its principal business premises. Neither the Organisers nor the venue owners provide any insurance for the benefit of Exhibitors.

POSTPONEMENT, CANCELLATION OR ABANDONMENT

If by reason of any adverse weather condition, fire, storm, tempest, lightning, material emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosions, inevitable accident, flood emergency, terrorist act, threat of terrorism, force majeure or any similar or other cause whatever not within the control of the Organisers, the opening of the exhibition is prevented or postponed or abandoned, or the venue becomes wholly or partially unavailable for the holding of the event, the Exhibitor shall have no claim of any kind against the Organisers in respect of any loss, damage or expense thereby sustained and the Organisers shall be entitled to retain such part of all sums paid by the Exhibitors as the Organisers consider necessary. If, in the opinion and sole discretion of the Organisers, by rearrangement or postponement of the period of the event, or change of venue, or in any other reasonable manner the Exhibition can be carried through, the contract for the Exhibitor's space shall remain binding upon the parties, except as to size and position of stands as to which the Organisers shall determine any modification, substitution or rearrangement they consider necessary. If the Organisers cancel the event for any other reason, the Exhibitor shall have no claim against the Organisers except for the reimbursement of the cost of the exhibitor stand payment made to the Organisers.

PHOTOGRAPHY AND VIDEO RECORDING

A professional photographer will be at work during the conference, and video recording may take place during parts of the conference, capturing material that may be used for our future marketing and promotional and related purposes. By attending the event you are giving your consent to the circumstance that if photograph(s) and/or video footage are taken of or including you or your stand or any of your personnel at the event, Washington Dowling Associates Ltd owns all relevant rights in that material and in particular the exclusive right to use the material for any purpose they see fit. As there will be flash photography, please contact jeanette@washingtondowling.com prior to the event, should this cause any concern or you suffer from any medical condition which may be affected by the above.

GOVERNING LAW AND OBSERVANCE

These Terms and Conditions will be governed by and construed in accordance with English law and the Exhibitor irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales in respect to any claim or matter arising under or in connection with these Terms and Conditions. Exhibitors will be expected to comply with these Terms and Conditions, the rules and requirements of the venue, and the reasonable requests of the Organisers and their representatives. Failure of Exhibitors to do so will entitle us to cancel or terminate their attendance at the conference.

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