



# Exhibition Terms & Conditions

## 1. DEFINITIONS

In these regulations the term "Company" means Kingston upon Thames Chamber of Commerce. The term "Exhibition" in all cases refers to the exhibition being organised by the Company. The term "Exhibitor" includes any person, firm, company, association or organisation to whom space has been allocated for the purpose of exhibiting at the Exhibition and its employees, servants, agents or contractors. The term "Organisers" means the person, firm or company organising the meeting on behalf of the Company. The term Premises refers to those portions of the Kingston Business School.

## 2. DATES OF OPENING

The Exhibition will be at Kingston Business School, Kingston University and the provisional Exhibition schedule is as follows: Exhibition is open from 9.30am to 4.00pm on Wednesday 22nd June 2016. Exhibitors will be given access between 5.00pm and 8.00 p.m. on Tuesday 21st June to set up. All stand materials must be removed by 6pm on the day of the event. The Exhibition opening will be preceded by a networking breakfast from 8.00 – 9.30am and exhibitors wishing to attend must pre-book places.

## 3. APPLICATIONS FOR AND ALLOCATION OF STAND SPACE

Applications for stand space must be made in the first instance by completion of the online booking form.

The Organisers and the Company reserve the right to refuse any application or prohibit any exhibit without assigning any reason for such refusal or prohibition.

An Exhibitor may not, except by express written permission of the Organisers, display or give credit directly or indirectly to any goods, products or services other than his own or his named principal's.

## 4. ASSIGNMENT OF EXHIBIT SPACE

Exhibition space will be assigned in the order reservations are received. Kingston upon Thames Chamber of Commerce shall use its best efforts to locate the stand in one of the locations designated by Exhibitor. Notwithstanding the above, Kingston upon Thames Chamber of Commerce reserves the right to change location assignments when such action is deemed to be in the best interest of the Exhibition. The Exhibitor agrees that its exhibit shall be admitted into the Exhibition and shall remain for the day solely on strict compliance with all the rules herein described. Kingston upon Thames Chamber of Commerce reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor with cause if the exhibit is unsuitable to or not consistent with the character of the Exhibition. Kingston upon Thames Chamber of Commerce's liability for rejection with cause shall be limited to a refund to the Exhibitor of the amount of rental unearned at the time of ejection. However, if an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.

## 5. TERMS OF PAYMENT

Completion and submission to us of the Booking Form constitutes your order for the Services referred to in the Booking Form on the terms set out below. We will acknowledge receipt of orders electronically but all such orders are subject to our written acceptance. Acceptance of all orders will be by issue of the relevant invoice. The prices payable for the Services are as set out in our website. All prices are shown exclusive of VAT unless otherwise stated. Payment must be made, in full by the date indicated on your invoice, or any space held will be released.

Overdue payments shall incur interest at 2% above the base rate of Barclays Bank plc.

## 6. CANCELLATION OR REDUCTION OF STAND SPACE

An Exhibitor cancelling their stand once their application has been received and acknowledged is liable for the total booking charge unless the stand space can be re-let. If the space is re-let at the full rate, payments will be returned less a 20% cancellation charge. In the event of an application being refused by the Organisers previous payments will be returned to the applicant in full.

## 7. FAILURE TO PAY, BANKRUPTCY OR LIQUIDATION

In the event of an Exhibitor

(a) failing to pay the invoice amount in full within 14 days of the invoice date or any other sum due to the Company on the due date; or

(b) becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver of any description or an administrator appointed, the contract with such an Exhibitor will terminate forthwith, the allotment of stand space will be cancelled and all sums paid by the Exhibitor under the contract shall be forfeit.



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## **8. SUB-LETTING**

Sub-letting or licensing the use of stand space is not permitted, neither may the products or service of firms not exhibiting in their own right be promoted or displayed as exhibits, except where the Exhibitor is the SOLE United Kingdom selling agent for such products or firms, or express written permission has been obtained from the Organisers.

## **9. OCCUPATION OF STAND SPACE**

The exhibitor may enter the building at a time nominated to them for the purpose of stand fitting and dressing. In the event of an Exhibitor failing to take possession of his stand the Organisers have the right to re-let the stands and all monies paid shall be forfeit. All Exhibits, displays, stand fittings and materials must be removed from the building by 6pm on 22nd June 2016.

## **10. INSTALLATION AND REMOVAL OF EXHIBITS**

Exhibitors will be advised of when they may commence fitting up and arrangement of exhibits. Exhibitors are prohibited from commencing such fitting up until the time nominated to them. The Organisers and the Company will use their best endeavours to adhere to the nominated time for the commencement of Exhibitors work but will accept no responsibility for any costs, claims or expenses arising from any variation to such time. Exhibits which do not reasonably satisfy the Organisers shall be modified forthwith by the Exhibitor in such manner and within such time as the Organisers may require and in default the Organisers may remove such exhibits at the expense of the Exhibitor who shall forfeit all sums paid by way of deposit, rental or otherwise. Exhibits may not be removed until the Exhibition has been closed. Any special arrangements for installation or removal of exhibits must be made in consultation with the Organisers.

## **11. EXHIBITOR CONDUCT**

The prior written consent of Kingston upon Thames Chamber of Commerce is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Kingston upon Thames Chamber of Commerce, in its sole and absolute discretion, may withdraw its consent at any time, in which event the Exhibitor shall terminate such activity immediately. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibit Space. Exhibitors are prohibited from bringing alcoholic beverages into the Kingston University Business School and shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitors shall not lead attendees from one Exhibit Space to another. Exhibitors or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste.

## **12. STAND CONSTRUCTION AND SERVICES**

The Organisers will appoint official contractors to undertake the following work:

Stand construction, electrics provision, furniture, and all other services. No other contractor will be permitted to undertake any of this work except stand construction. Please note that all fire and safety regulations still apply.

## **13. OBSTRUCTION OF GANGWAYS AND OPEN SPACES**

Exhibitors will not be permitted to display exhibits in such a manner as to obstruct the light or impede or project over gangways or affect the displays on neighbouring stands. Gangways must at all times be kept clear and free for passage. Any Exhibitor who continues to cause a nuisance or obstruction after notice has been given will be liable to have his stand cleared by the Organisers at the Exhibitors own risk and expense.

## **14. ELECTRICAL REQUIREMENTS**

Access to a mains power supply will be provided by the venues contractor for each stand space. Exhibitors may provide their own electrical fittings where such fittings are in the form of made up units, showcases and/or signs complete and ready for connection to the mains supply.

## **15. FILM, SOUND AND LIGHTING DEVICES**

If images, loudspeakers, or sound devices are used, the Exhibitor agrees to comply with Kingston upon Thames Chamber of Commerce requirements for the operation of the equipment. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighbouring Exhibitors.

## **16. DANGEROUS MATERIALS AND EXHIBITS**

The Exhibitor must conform to the conditions concerning explosives and dangerous combustible materials as laid down by the Organisers and every appropriate authority or the item will be removed from the building at the Exhibitor's risk and expense.

## **17. FIRE PRECAUTIONS**

In accordance with the requirements of every appropriate authority all materials used in construction work display material etc. must be effectively flame proofed or made of non flammable materials. The Exhibitor must comply with all reasonable instructions given by the Organisers or any appropriate authority to avoid the risk of fire.



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## 18. SECURITY

No overnight security within the exhibition is provided but the main exhibition hall will be locked secure at the end of the working day. Anyone wishing to have additional security should contact the organisers.

## 19. DAMAGE TO PREMISES, FIXTURES FITTINGS AND SHELL SCHEME

No nails, screws, or other fixtures may be driven into any part of the Premises including floors nor may any part of the Premises be damaged or disfigured in any way. Should any such damage occur the Exhibitor concerned will be invoiced for any reparation charges incurred.

## 20. STORAGE

There are no storage facilities available within the Exhibition area and Exhibitors are advised to make their own arrangements for removal and storage of packing cases etc. Under no circumstances may packing materials of any kind be left in the aisles or on the stands.

## 21. INSURANCE

Exhibitors are reminded of the need to consult their Insurance Company or Insurance Broker to cover themselves fully against All Risks at the Exhibition. Particular attention is drawn to the need for the following:

**ABANDONMENT INSURANCE:** Exhibitors should note below that the Organisers and/or the Company are not obliged to return any monies paid for space in the event of cancellation or restriction of the Exhibition.

**STANDS/FIXTURES AND SIMILAR INSURANCE:** All Risks on loss or damage to Exhibitor's property fixtures fittings and all other property of a similar nature such as personal property of directors, principals and employees whilst on the Premises and transit risks to and from the Exhibition.

**FAILURE TO VACATE:** If the Exhibitor should fail to remove all his property or otherwise fail to vacate the Exhibition premises by 6pm on 22nd June 2016 due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by the owners of the Premises or any other losses and costs incurred by the Organisers and/or the Company as a result of the Exhibitor failing to vacate the premises by the agreed time and without prejudice to any other right or remedy of the Organisers and/or the Company. The Organisers may remove any property of the Exhibitor left at the Exhibition Hall by the Exhibitor after the said time and the costs of such removal shall be paid by the Exhibitor to the Organisers on demand.

**PUBLIC LIABILITY:** Liability to the public may arise out of the Exhibitors activities and should be covered by insurance. Insurance should be effected with the minimum delay.

An exhibitor must provide to the Organisers prior to commencing its stand fitting a copy of its public liability insurance certificate and the receipt for the current year's premium

## 22. LIABILITY

Whilst the Organiser will endeavour (in accordance with Condition 16 above) to protect exhibition property whilst on display at the Exhibition it must be clearly understood that the management of the Premises, the Company and the Organisers cannot accept liability for any loss or damage sustained or occasioned from any cause whatsoever save that nothing in this Contract shall be deemed to limit the liability of any person for death or personal injury caused by negligence. Exhibitors will be responsible for all damage to property and for any loss or injury caused by them or their employees agents or contractors and will indemnify the Organisers and the Company against all claims and expenses arising therefrom. In the event of it being necessary for any reason whatsoever (including but not limited to the Premises being or becoming unavailable for any reason whatsoever or the Kingston Business Expo 2016 itself being prevented from taking place due to a reason beyond the Company's reasonable control or due to breach of contract by a third party) for the Exhibition to be abandoned postponed or altered in any way in whole or in part or if the Organisers find it necessary to change the dates of the Exhibition the Organisers shall not be liable for any expenditure loss or damage incurred by an Exhibitor directly or indirectly arising from that change nor shall the Organisers and/or the Company be liable for any expenditure loss or damage resultant upon the lawful intervention of any third party which restricts the use of the Premises in whole or in part in any manner whatsoever. Any claim against the Organisers or the Company arising from the Exhibition or its conduct (whether or not arising under this Agreement) must be notified in writing to the Organisers within three calendar months from and including the last day of the Exhibition and neither the Organisers nor the Company shall be liable to any Exhibitor:

(a) for any purely economic loss for consequential or indirect losses or for any loss of profit or opportunity

(b) for any Loss which they themselves are unable to recover from any third party (in circumstances where it was the act omission negligence or default of that third party which gave rise to the claim against the Organisers or the Company) or from any insurer (where the claim is insured)

(c) for any loss exceeding a sum equal to the total of such sums (excluding Value Added Tax) as the Exhibitor may have actually paid under this Agreement at the time the claim is so made.



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## 23. GENERAL CONDITIONS

The Organisers are responsible for the control of the Exhibition Areas. Exhibitors are responsible for the control of their own stands. The decision of the Organisers is final and decisive on any question not covered in the foregoing regulations. Exhibitors must comply in all respects with the requirements of every competent authority the Terms of Agreement by which the Organisers may occupy the Premises and with policies of insurance effected by the Organisers so far as they relate to the activities of the Exhibitor under this contract and where any of them conflict with those regulations they shall override those regulations. Exhibitors will fully and effectively indemnify the Organisers and the Company against all costs expenses liabilities claims and demands arising from:-

(a) breach of any of their obligations under this Contract.

(b) claims by third parties for breach or infringements of any intellectual property rights, right of confidence or confidentiality or for libel or slander arising from the production use or distribution of any document information or material (written or unwritten) provided used or distributed by the Exhibitor during the course of its activities under this Contract and this indemnity shall extend also to any liability of the Organisers or the Company to third parties to the extent that it arises from any act omission negligence default on the part of the Exhibitor.

In particular and without limiting the above, exhibitors will strictly observe and perform and give all notifications and information required by the Organisers under the terms of the Licence Agreement and regulation under which the Organiser is permitted to mount the exhibition.