

## **TERMS AND CONDITIONS**

- PAYMENT Deposits are non refundable, a formal receipted vat invoice will be issued. Balance of rental charged to be paid on invoice and in any event six weeks before the show opens in which respect, time for payment shall be of the essence. Any rental charges not paid six weeks prior to the show are subject to a surcharge of a minimum of £15 and the Organiser's right to cancel any contracts for non-payment of any rental charges after such date remains in full force and effect notwithstanding that they have issued demands or reminders for full rental charges or interest outstanding after that date.
- CANCELLATION So long as the formal Deposit Receipt has been issued and the area allocated, exhibitors remain liable for the total rental charge unless cancellations are received six months prior to the show. Exhibitors also remain liable for the full rental charge once the area has been formally allocated, whether or not the full area is utilised by the exhibitor. Cancellations must be made in writing to ICHF. The deposit is non-refundable or transferable.

- a) Use their best endeavours to ensure that all exhibitors in their opinion comply with the requirements of an exhibition of this nature and they reserve unto themselves the right to cancel forthwith the contracts of any such exhibitors that fail to do so, in which respect the Organisers' opinion shall be final but the Organisers do not warrant that the goods displayed or sold by each exhibitor correspond with any description of such exhibition and they cannot be responsible or liable for the actions and conducts of individual exhibitors.
- b) Has the right at its absolute discretion, to request removal or to remove any product for sale from the exhibitor's stand or display, should the Event Organiser deem the product to be offensive to anyone attending the event. Goods must be kept within the allocated stand space with no product falling outside of the perimeter.
- c) Reserve the right to remove an exhibitor from the show after a booking is confirmed where a full refund of any deposit or stand fees will apply.
- 4. OFFENSIVE, threatening or unpleasant behaviour will not be tolerated towards any employee/exhibitor/contractor or visitor. Any such behaviour will be actioned on appropriately and this may include removal of the company involved in current/future shows (even where a deposit has been taken) and/or contacting
- ASSIGNMENTS AND SUB-LETTING Assignment and sub-letting or the granting of licences whether of the whole or any part of the area allocated by exhibitors 5. and the display or distribution of advertisement cards or other documents by or on behalf of persons who are not contractual exhibitors are strictly prohibited.
- INSOLVENCY If any exhibitor shall commit any act of bankruptcy or being a company enter into liquidation whether compulsory or voluntary otherwise than for the purposes of amalgamation or reconstruction or call any meeting or may any arrangement or composition with its or his creditors or permit any judgement to remain unsatisfied for seven days or a receiver or a manager to be appointed or any distress or execution to be levied upon any goods premises or assets of the exhibitor, then the Organiser may immediately terminate any contract with the exhibitor, cancel the letting of the area and retain all monies paid under the contract.
- 7. LIABILITIES AND INDEMNITIES Every exhibitor shall participate in the show entirely at his own risk in every respect including personal injury to himself and his servants or agents or to other exhibitors or their servants or agents or to members of the public and including loss of or damage to property belonging to him or any other person howsoever such injury loss or damage may be caused whether by theft, fire, defect in the building or equipment whether ejusdem generis or not and whether arising in the course of or occasioned by his occupancy of any area allocated or in the course of or occasioned by the transit of goods or other property of persons to or from the show. The exhibitor shall at all times indemnify the Organisers and keep the Organisers indemnified against all injury or loss or damage sustained or suffered by and against all claims or demands of third parties directly or indirectly due to or arising out of the occupation and use by the exhibitor of the space allotted to him or to the erection presence or dismantling or removal of any structures or fittings on such space or the placing storage or exhibiting thereon of any articles goods or merchandise whatsoever or due to or arising out of any acts of negligence or default of the exhibitor or any officer servant or agents of the exhibitor or otherwise due to or arising out of the participation by the exhibitor in the show and the exhibition therein of his products. The exhibitor shall further make good any damage to premises or fixtures therein that may result from his participation in the show however caused whether by his act or by the act of his servant or agent or by fire or otherwise. The Organisers shall not be held responsible by any exhibitor or exhibitors or his or their servants or agents for any consequence arising from the withdrawal or non-availability of labour or as a result of any dispute, however caused. The exhibitor should hold public liability insurance of a minimum of £5 million.
- HIRE OF EQUIPMENT Equipment or fittings of whatsoever nature supplied by the owner or licensee of any exhibition hall or hired or rented direct by the exhibitor from such owner or licensee and the Organisers shall not be liable for any loss or damage of whatsoever nature occasioned by such items.
- CONSTRUCTION AND/OR ERECTION OF STANDS The exhibitor may not erect his stand or display his goods so as to, in the opinion of the organiser, restrict the light or view to stands of other exhibitors or obstruct clear areas or walkways or cause inconvenience or otherwise affect other exhibitors. All sides adjacent to an aisle must have not less than half the length of the side open with access to the gangway. Only recognised and approved stand contractors may build stands on "floor area only" sites. Details of contractor and plans (for approval) to be submitted to the Organiser not less than three months prior to build up. Maximum height of stands is 3.3m. All electrical equipment must meet hall owners and local authority regulations and final connection is subject to the approval of the Organisers' contractor.
- LIGHTING In the opinion of the Organisers lighting at the halls is generally adequate but exhibitors requiring additional lighting or electrical equipment on their stands should arrange this with the official electrical contractors to the show at their cost and will be solely responsible for such equipment.
- HALL PROPERTY No nailing or fixing to the floor, walls, fabric or decoration of the building is allowed, nor may fixtures be adjusted or removed. Carpets, curtains and the like must be protected by the exhibitor against damage.
- ERECTION AND DISMANTLING OF EXHIBITS The Organiser will advise exhibitors of the dates and the times for the erection and dismantling and removal of exhibits and materials which will be of a sufficient period. No exhibitor will be allowed to remove his exhibit without an official pass and such goods will be subject to a lien for any outstanding monies due to the organisers under the terms hereof.
- DANGEROUS MATERIALS Any items containing any explosive or dangerous or harmful substance of whatever nature are expressly prohibited from the show save only in the form of strictly non-inflammable and non-explosive imitations. No other goods other than those indicated in the application may be displayed and the organisers reserve the right to remove any items not so approved.
- FIRE REGULATIONS Exhibitors, their contractors and agents must ensure their displays and stand-fitting etc, meet the minimum safety standards as stipulated by the relevant local authorities. All material used for draping etc, must be of non-inflammable character or must be rendered satisfactorily non-inflammable.
- PHOTOGRAPHS No exhibit or display items may be copied, photographed, drawn or reproduced in any way without the permission of the Organisers. 15.
- THE HEALTH AND SAFETY AT WORK ETC ACT 1974 All exhibitors have a responsibility to ensure, so far as is reasonably practicable, the health, safety and welfare of all employees and that any plant or systems or work which may be used are safe and without risks to health. This includes that all employees, contractors and agents are provided with information, instruction, training and supervision to ensure not only their own health and safety but that of others working or attending the vicinity.
- REGULATIONS These regulations shall be construed in accordance with the laws of England and shall be subject to alteration amplification or addition at any time at the discretion of the Organisers and the exhibitor shall be bound by these regulations as modified from time to time by any such alteration amplification or addition. The exhibitor shall further comply with all regulations and requirements of the landlords of the venue and of the competent local or other authority and with any special regulations of the organisers governing matters of safety security admission and order for the time being in force. Which regulations shall be deemed to be incorporated in any contract between an exhibitor and the Organiser. Any dispute with regard to the contract between the Organiser and the exhibitor and any matter relating thereto shall be conducted in the Bournemouth County Court or Bournemouth District Registry.

