

Sports Colleges Conference & Exhibition 2009

The International Centre, Telford

11th & 12th February 2009

Terms and Conditions

1. Definitions

- i) The Exhibition means *Sports Colleges Conference & Exhibition* to cover the period 9th – 12th February 2009 at The International Centre, Telford.
- ii) "The Organiser" shall mean Youth Sport Trust.
- iii) "The Exhibitor" means any company, firm or person who has ordered display space and been allocated display space at the Exhibition.
- iv) "The Premises" mean The International Centre, Telford or such other venue of the Exhibition of which the Exhibitor may subsequently be notified.

2. Booking and allocation of display space

- i) Bookings will only be accepted after the Exhibitor has received a copy of the Terms & Conditions and a display space plan.
- ii) Upon the Exhibitor's request for display space to be booked with reference to the display space plan and the Organiser's approval, the Exhibitor will immediately complete, sign and return the Exhibition Contract for Space. On receipt by the Organiser of the signed Exhibition Contract for Space, these Terms and Conditions will come into force between the Organiser and the Exhibitor.
- iii) In the event that the Exhibitor fails to pay any sum due in the time and manner agreed here in or in the event that the Exhibitor shall commit a serious or persistent breach of any of the other terms and conditions herein the Organiser may in writing determine the booking whereupon the Exhibitor shall be liable to pay a cancellation charge calculated as provided in Condition 19 below in such sum as would be due on a withdrawal at the date of the determination.

3. Display Space and Display Arrangement

- i) For shell scheme stands a standard shell scheme package will be provided by the Organiser. Full details will be provided in the exhibitor manual.

4. Use of Display Space

- i) The Exhibitor agrees not to assign or sublet any display space allocated without prior written consent from the Organiser nor to display or advertise goods or services other than those manufactured or carried by the Exhibitor in the normal course of business.
- ii) Sales by auction are prohibited.

5. Exhibitor Appointed Representative

- i) The Exhibitor must name at least one person to be a representative in connection with the installation, operation and removal of his exhibits.
- ii) The person or persons so appointed shall be deemed to be authorised to enter into such agreements with the organiser as may be necessary on behalf of the Exhibitor.

6. Requirements

- i) The Exhibitor shall comply with any requirements imposed on the Organiser by the proprietors or managers of the Premises. Full details will be provided in the Exhibitor manual.

7. Electric Lighting and Power

- i) Full details will be provided in the Exhibitor manual.

8. Height Limitations

- i) Full details will be provided in the Exhibitor manual.

9. Music

- i) Full details will be provided in the Exhibitor manual.

10. Noise and Material Pollution

- i) Full details will be provided in the Exhibitor manual.

11. Exhibitor and Contractor Passes

- i) Full details will be provided in the Exhibitor manual.

12. Catering

- i) Full details will be provided in the Exhibitor manual.

13. Undesirable Activities

- i) Full details will be provided in the Exhibitor manual.

14. Removal of Exhibits

- i) No exhibit shall be packed, removed or dismantled prior to 4pm on 12th February 2009. Full details will be provided in the Exhibitor manual.

15. Opening Hours

- i) Full details will be provided in the Exhibitor manual.

16. Exhibitor Manual

- i) All exhibitors will be provided with a Manual which lists details of authorised contractors appointed by the Organiser, it also contains specific regulations relating to the build-up, breakdown and conduct of the Exhibition.
- ii) The Exhibitor agrees to abide by these regulations.

17. Limitation of Liability

- i) The Organiser, the Organiser's agents and employees shall not be liable for any loss, theft or damage to Exhibitors' property during the term of this agreement from any cause whatsoever.
- ii) Information given by the Organiser about the Exhibition is accurate to the best of the Organiser's knowledge but does not constitute any warranty or representation by the Organiser, and any mistake or omission does not entitle the Exhibitor to cancel any booking made.

18. Indemnity

- i) The Exhibitor shall defend the Organiser from and indemnify against liability for injury to persons or property arising in connection with the participation in the Exhibition by the Exhibitor or their employees.
- ii) The Exhibitor undertakes to indemnify and keep indemnified the Organiser against all actions, expenses, costs, charges or claims for which the Organiser or any of the Organiser's contractors may become liable in consequence of damage or injury to any personal or other property occasioned by or arising out of the act, default or negligence of the Exhibitor or their employees.

19. Cancellation by the Exhibitor

- i) Once a display space allocation has been made in accordance with Conditions 2 above any Exhibitor who subsequently decides for any reason to withdraw from the Exhibition or reduce the display space allocation made shall immediately inform the Organiser in writing by registered letter. Upon cancellation, which shall be deemed to be the date the letter is registered, the Exhibitor shall be liable to pay the following cancellation charges:
 - Withdrawal more than 3 months prior to the commencement of the Exhibition: 25% of stand cost.
 - Withdrawal within 3 months prior to the commencement of the Exhibition: 100% of stand cost.
- ii) In the event of the Exhibitor giving written notice at any time prior to the Exhibition of the intention to take possession of the display space by the day prior to the opening of the Exhibition, the Organiser will have absolute discretion to deal with the

display space as is thought fit without being under any liability to refund.

20. Change of Location, Curtailment or Change of Date of Exhibition

- i) In the event that the premises shall, in the sole determination of the Organiser, become unfit or unavailable for occupancy by reason of fire, flood, tempest, acts of God or as a result of government intervention, malicious damage, strike, lockout, labour dispute, picketing, injunction or riot for which the Organiser has no control or should the Organiser decide that it is necessary or advisable to curtail, relocate or change the date of the Exhibition or reduce the planned period for preparation, display or dismantling, the Organiser shall incur no liability for consequential loss, damage or expense howsoever caused or incurred.

- ii) Under any of these circumstances the Organiser reserves the right to change the location and/or date of the Exhibition upon reasonable notice to the Exhibitor.

21. Insurance

- i) To protect the interest of Exhibitors and the Organiser's own position, it is a requirement for all Exhibitors to have minimum insurance cover for the following risks:
 - Loss of expense/commitments caused by cancellation, curtailment, abandonment, postponement, failure to vacate, or delayed transportation at or to the event.
 - Up to £5000 as a result of physical loss or damage to the exhibition stand or shell hired for the event.
 - Indemnity against Legal Liability for injury to persons or damage to property arising in connection with the Exhibitors or their employees' participation in the exhibition with minimum indemnity limits provided for Public Liability of £2,000,000 any one occurrence.

22. Law applicable

- i) These terms and conditions and any contract concluded herein will be governed by English Law.