

## **Youth Sport Trust 2019 Conference & Exhibition Ricoh Arena, Coventry. Thursday 28<sup>th</sup> February 2019.**

### **Terms and Conditions**

#### **1. Definitions**

- a) The Exhibition means Youth Sport Trust's 2019 Conference & Exhibition to cover the period 27<sup>th</sup>-28<sup>th</sup> February 2019 at the Ricoh Arena in Coventry.
- b) 'The Organiser' shall mean Youth Sport Trust.
- c) "The Exhibitor" means any company, firm or person who has ordered display space and been allocated display space at the Exhibition.
- d) "The Premises" means the Ricoh Arena in Coventry or such other venue of the Exhibition of which the Exhibitor may subsequently be notified.

#### **2. Booking and allocation of display space, payment**

- a) Bookings will only be accepted after the Exhibitor has reviewed and accepted these Terms & Conditions.
- b) Upon the Exhibitor's request for display space to be booked and the Organiser's approval these Terms and Conditions will come into force between the Organiser and the Exhibitor.
- c) The Organiser fully reserves the right to approve or decline any application for exhibition space.
- d) The 2019 Exhibition Package is an exclusive offer **only** available to **YST Business Members**, as stated on the booking system. Please note, any exhibition package bookings made by exhibitors who are not part of the Youth Sport Trust Business Membership Programme will not be accepted.
- e) In the event that the Exhibitor fails to pay any sum due in the time and manner agreed herein, 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 cancel the booking whereupon the Exhibitor shall be liable to pay a cancellation charge calculated as provided in Condition 19 below which would be payable within 30 days of the cancellation.
- f) An invoice will be sent to the Exhibitor following booking acceptance. Payment must be received within 14 days of invoice date or before 26<sup>th</sup> February 2019, whichever is sooner.
- g) Payment in full must be received by the Organiser from the Exhibitor before the start date of the Exhibition. If payment is not received, the Organiser reserves the right to cancel the Exhibitor's booking and disallow entry to the Exhibition.

#### **3. Display Space and Display Arrangement**

- a) 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**

- a) 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.
- b) Sales by auction are prohibited.

#### **5. Exhibitor Appointed Representative**

- a) The Exhibitor must name at least one person to be a representative in connection with the installation, operation and removal of his exhibits.
- b) 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**

- a) 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**

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

#### **8. Height Limitations**

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

#### **9. Music**

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

#### **10. Noise and Material Pollution**

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

#### **11. Exhibitor and Contractor Passes**

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

#### **12. Catering**

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

#### **13. Undesirable Activities**

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

#### **14. Removal of Exhibits**

- a) No exhibit shall be packed, removed or dismantled prior to 4pm on 28<sup>th</sup> February 2018. Full details will be provided in the Exhibitor manual.

#### **15. Opening Hours**

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

## **16. Exhibitor Manual**

- a) 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.
- b) The Exhibitor agrees to abide by these regulations.

## **17. Limitation of Liability**

- a) 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.
- b) 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**

- a) 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.
- b) 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**

- a) 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 on or before 1st December 2018: 25% of stand cost
  - Withdrawal between 2<sup>nd</sup> December 2018 and 1<sup>st</sup> February 2019: 75% of stand cost
  - Withdrawal 2<sup>nd</sup> February 2019 onwards: 100% of stand cost
- b) 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**

- a) 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.

- b) 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 Exhibition.

## **21. Insurance**

- a) 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**

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