

HandyCon Exhibitor Terms & Conditions

1. Definitions

In these Terms and Conditions the term 'EVENT' shall mean the event specified in the Invoice whose provisions are subject to these Terms and Conditions. 'EXHIBITOR' shall include all employees, servants and agents of any Company, Partnership, Firm or individual to whom stand or table space has been allocated for the purpose of exhibiting. The term 'ORGANISERS' shall mean HandyCon Ltd. 'VENUE' means the venue at which the Event is to take place.

2. Promotion and Marketing of the Event

The Organisers shall be entitled to use and reproduce the Exhibitor's name, trademark and logo in connection with the promotion and production of the Event.

3. Cost of the Event

The cost of exhibiting is as set out in the Invoice.

4. Application for Stand Space

Application for stand or table space must be made on the official exhibitor application form. Stand or table space will be allocated on a 'first come – first served' basis, and where possible, in accordance with the Exhibitor's choice and preference. The submission of an application on the exhibitors form provided, together with the final allocation by the Organisers and the acceptance by the Exhibitor of stand space by payment of the Invoice, shall be deemed to be a contract in acceptance of and in accordance with these Terms and Conditions. The exhibitor application form must list all firms being represented by the Exhibitor. The Organisers shall reserve the right to refuse any application for stand or table space or prohibit any exhibit without assigning any reason for such refusal or prohibition. Should it be necessary to revise the layout of the Event for any purpose, the Organisers reserve the right to alter the positions of stands as, in their opinion, may be required in the best interest of the Exhibitors and/or the Event.

5. Payment

The Exhibitor agrees that all exhibit fees related to exhibiting at the Event, or any other amounts owed to the Organiser, must be paid to the Organiser within 14 days from the date of issue of the Invoice to secure the Exhibitors booking. If an Invoice is issued within 14 days of the commencement of the Event, the Exhibitor must pay the full value of the invoice as soon as possible and in any event at least 48 hours prior to the commencement of the Event. In the event that the Exhibitor fails to pay any or all such fees in accordance with payment deadlines, the Organiser reserves the right to reassign or cancel the Exhibitor's space. In the event that Exhibitor pays the exhibit fees after such reassignment, the Organiser may, in its sole discretion, assign such other exhibit Space, if then available, which the Organiser deems appropriate. In the event that the Exhibitor wishes to cancel it must do so in writing. The Exhibitor remains liable for payment of all previously agreed fees, subject only to the applicable cancellation schedule set out below, paying a percentage of the total invoice as follows:

- (i) 25% of total invoice from assignment date to 180 days in advance of the Event
- (ii) 50% of total invoice from 179 days to 61 days in advance of the Event
- (iii) 100% of total invoice 60 days or less in advance of the Event
- (iv) In the event that the Organiser cancels the Event, the full cost relating to the cancelled Event will be returned to the Exhibitor within 30 days of cancellation.

The Organiser may offset the amount of exhibit fees owed by the Exhibitor against any amount owed by the Organiser to the Exhibitor. Full payment of all exhibit fees due must accompany each application without which the Organiser will not permit the Exhibitor to set up.

6. Occupation of Stand/Table Space

The Exhibitor may enter the Event premises for the purpose of erecting, installing and preparing their exhibits on such date and times as are advised by the Organiser. All stands or tables must be completed and ready for the Event opening by 0900 hours on each day the Event is due to begin. In the event of an Exhibitor failing to take possession of their allocated stand or table space, the Organisers reserve the right to re-allocate or otherwise deal with the stand or table space as they decide. The charges for such allocated stand or table space will nevertheless remain due to the Organisers. The Organisers shall have the right to refuse to permit the Exhibitor to occupy or use the stand space until all the sums due to the Organisers from the said Exhibitor have been paid.

7. Merchandise and Display Material

- (i) Exhibitors are not permitted to bring any furniture, displays or banners for use at their stand or table other than those detailed in the Order Confirmation unless they have obtained prior written consent from the Organisers.
- (ii) No Exhibitor will be permitted to install its exhibits or display in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways.
- (iii) Gangways and fire doors must be kept clear and free for passage and must not be littered or obstructed in any way.
- (iv) Exhibitors are responsible for the safety and appropriateness of all merchandise, promotional and other material displayed and sales activity taking place within their stand. No Exhibitor will sell or display merchandise, banners, promotional materials, clothing or any other items that breach the guidelines of the Anti-Harassment Policy of the Event (<https://www.handycon.co.uk/anti-harassment-policy/>) or the Code of Conduct of the Event (<https://www.handycon.co.uk/code-of-conduct/>) or contravene the terms and conditions of the Venue as appropriate. Breach of any of these policies may result in removal of the offending items or expulsion from the Event with no refund.
- (v) Exhibitors must comply with any directions from the Organisers or the management of the Venue with respect to the moving or removal of merchandise, displays, exhibits or any other items deemed necessary.
- (vi) All electrical installations and connections must be carried out by the Organisers' nominated third party contractor unless otherwise agreed.

8. Electrical Requirements

Where appropriate all electrical installations and connections will be carried out and checked by the official electrical contractor appointed by the Organisers. Where an electrical contractor has not been appointed by the Organisers the Exhibitor may provide their own electrical fittings where such fittings are in the form of made-up units, showcases, signs, etc, complete and ready for connection to the main supply provided that they are industry approved and they have been properly tested. The Organisers expressly decline any responsibility for the condition or compliance of the Exhibitor's own electrical equipment and reserve the right to remove any that they or the Venue owners consider not to comply with the regulations in force at the Event or to be dangerous. The Exhibitor hereby warrants and undertakes that any equipment supplied by it shall be of satisfactory quality and agrees that it will be liable for any actions, claims (including without limitation consequential losses) damages, cost and expenses which may be brought, suffered or incurred by the Organisers as a result of a breach of this warranty or undertaking.

9. Exhibitor's Conduct

The Exhibitor is responsible to the Organisers for ensuring that their stand or table is maintained in a clean and orderly state during the open period of the Event. The Exhibitor (and each of its representatives, as appropriate) must abide by the Anti-Harassment Policy of the Event (<https://www.handycon.co.uk/anti-harassment-policy/>) and the Code of Conduct of the Event (<https://www.handycon.co.uk/code-of-conduct/>) and the terms and conditions of the Venue as appropriate and if found in breach may be expelled from the Event with no refund, in some cases with the Organisers informing the police.

10. Dangerous Materials and Exhibits

The Exhibitor must conform to the regulations and conditions concerning explosives and dangerous materials, combustible or otherwise, as laid down by local authorities and other statutory bodies. Any materials or exhibits not approved by these authorities or the Organisers must be removed from the premises.

11. Fire Precautions

All inflammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which the Event may be subject. Fire Points and Exits must be kept clear at all times. The Exhibitor must adhere to all fire and safety regulations which affect the Event.

12. Damage to Event Hall

No nails, screws or other fixtures may be driven into any part of the hall structure including floors. No vehicles may enter the Event Hall. Care should be taken to avoid any damage to any part of the hall structure. Should any such damage or disfigurement occur, the Exhibitor shall be liable for any reparation charges incurred.

13. Photography/Video/Recording

The Exhibitor agrees that the Organisers may record, broadcast or take photographs or video of the Exhibitor's Event stand or table space, exhibit, and exhibit personnel as part of the recording or broadcasting of the Event in general and not solely the Exhibitor, and the Exhibitor authorizes such for any promotional use by the Organisers.

14. Annoyance

The Organisers reserve the right to regulate any activity on the part of any Exhibitor that may cause annoyance to other Exhibitors or visitors to the Event. This includes excessive noise from working exhibits or sound equipment. Business must be conducted only from within the Exhibitor's own stand or table area. This includes the handing out of advertising material.

15. Failure to Vacate

If the Exhibitor should fail to remove all their property or otherwise fail to vacate the Event premises by the end of tenancy due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by the Venue, or any other losses and costs incurred by the Organisers. As a result of the Exhibitor failing to vacate the premises by the agreed time, the Organisers may remove any property of the Exhibitor left in the Event 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.

16. Refuse and Waste

Exhibitors are responsible for removing all their waste. The Organisers reserve the right to charge an Exhibitor in the event that waste is left within an Exhibitor's stand, table space or storage area for the cost of removing and disposing of such waste.

17. Security

Venue Security staff may be on duty throughout the period of tenancy of the Event but shall be under no liability for loss or damage. Name badges must be worn at all times by Exhibitors.

18. Health & Safety

All personnel entering the Venue must comply with all current health and safety legislation. We strongly advise that Risk Assessments be carried out by all Exhibitors prior to the event.

18. Data Protection

The Exhibitor shall comply with all applicable requirements of the Data Protection Legislation in its collection, use, processing and storage of personal data from attendees to the Event or otherwise. The parties acknowledge that, in respect of such personal data, for the purposes of the Data Protection Legislation, the Exhibitor is the Data Controller. Without prejudice to the generality of this clause, the Exhibitor shall ensure that it has all necessary appropriate consents and notices in place.

19. Insurance

a) Public Liability

The Exhibitor and their appointed contractors (collectively the "Exhibitor") are fully responsible for any loss, damage, or injury to members of the public, visitors to the Event, the Organisers, and management or staff of the Venue resulting from the Exhibitors displays or actions.

The Exhibitor is fully responsible for, at their own cost and expense, obtaining and maintaining in full force effect during the full period of the Exhibitor's tenancy at the Event, including set-up, installation and dismantle operations, public liability insurance of a limit no less than £5,000,000 (five million pounds sterling).

The Exhibitor and its contractors shall furnish the Organisers with certificates of required insurance no later than the stated insurance deadline for the Event, which shall fall approximately 14 days prior to the commencement of the Event. If an Invoice is issued within 14 days of the commencement of the Event, the Exhibitor must furnish the Organisers with certificates of required insurance as soon as possible and in any event at least 48 hours prior to the commencement of the Event. Should the Exhibitor fail to provide satisfactory certificates of insurance by the deadline, the Organisers will have the right to insure the Exhibitor's stand, table and operations and assess and charge the Exhibitor related administrative fees or cancel the Exhibitor's contract without refund, at the Organisers sole and absolute discretion.

b) Goods and Exhibits

Exhibitors are fully responsible for insuring their goods and display materials against theft or damage. The Organisers do not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Event premises by the Exhibitor. The Exhibitor releases from and indemnifies the Organisers against any liabilities in respect of any loss or damage to goods, the exhibits or any other property brought to the Venue and the Exhibitor is responsible for insurance on a full 'All Risks' basis for a sum insured equivalent to the full value of all goods, exhibits

and other property brought to the Event. Exhibitors are strongly advised to take out their own insurance to cover such risks.

20. Postponement or Abandonment

The Exhibitor shall have no claim against the Organisers in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Event, or of the Event hall becoming wholly or partially unavailable for the holding of the Event by any reason being beyond the Organisers' control. The Organisers may at their entire discretion repay the rental paid by the Exhibitor or part thereof, but shall be under no obligation to repay the whole or part of such rental and shall be under no liability to the Exhibitor in respect of any actions, claims losses (including consequential losses) costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor as the result of the happening of any such events. If in the opinion of the Organisers, re-arrangement or postponement of the period of the Event, or by substitution of another hall or building or by any other reasonable manner the Event can be carried through, the contract for stand or table space shall be binding upon the parties, except as to size and position of stands or tables, as to which any modifications, substitutions or re-arrangement they consider necessary shall be determined by the Organisers.

21. Insolvency or Liquidation

In the event of an Exhibitor becoming insolvent or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or re-construction), or having a receiver appointed, the contract with such an Exhibitor shall terminate forthwith; the allotment of stand space shall be cancelled and all sums paid by the Exhibitor under the Contract shall be forfeited.

22. Prohibition of Transfer

The Exhibitor agrees not to assign or sublet any stand or table space allocated to them without prior consent from the Organisers and not to display or advertise goods or services other than those manufactured or carried by them in the normal course of business.

23. General Conditions

The Organisers will be responsible at all times for the control of the Event area. The Exhibitor is responsible for the supervision of their stand or table. These Terms and Conditions shall be construed in accordance with the manual that the Exhibitor will receive from the Organiser. In the event of any conflict between (a) the Terms and Conditions and the manual, the terms of the manual shall prevail; and (b) the Terms and Conditions and the Order Confirmation form, the Order Confirmation form shall prevail. Should any question arise that is not provided for within the foregoing Terms and Conditions, the Organisers undertake to give the fullest sympathetic consideration to the interests of the Exhibitor. Their decision must be accepted as final where the requirements for the correct conduct of the Event make an immediate decision imperative, subject always to the proviso that matters in dispute may be referred to an independent arbitrator at the request of either side. The Exhibitor must comply with any regulation or requirements imposed on the Organisers, by the Venue, the local authorities or any other competent authority.

24. Exemptions

Exemptions from any of these Terms and Conditions may be granted at the Organisers' discretion. No exemption will be effective unless it is given in writing.

25. Law and Jurisdiction

These Terms and Conditions and any contract included shall be governed by the laws of England and Wales and any disputes regarding them shall be determined by the English courts.