

Terms and Conditions for Exhibitors

This document details the agreement between Intelligent Media Ltd (the organiser) and any company, individual, partnership or organisation (exhibitor) that participates in EdExec LIVE (the exhibition). These terms and conditions apply to the exclusion of any others unless expressly agreed in writing.

1. Exhibitors Manual

- a. An Exhibitors Manual is provided to each exhibitor which contains detailed information on contractors, scheduled arrival and departure times, and all other operational information related to the exhibition. It is the responsibility of the exhibitor to make their own arrangements for the provision of the additional services detailed in the manual, if required.

2. Exhibiting

- a. Stands must be staffed at all times throughout the opening hours of the exhibition.
- b. Any failure by an exhibitor to furnish their stand by the opening time of the exhibition will be deemed as a cancellation, and the organiser will be entitled to reallocate the space without refund.
- c. Exhibitors selling food items must be in possession of current food hygiene certification and may require permission from the venue caterers. Any applicable concession fees will be the financial responsibility of the exhibitor; EdExec LIVE will invoice you for these.
- d. Exhibitors must not block the front of a neighbouring stand with their displays nor arrange their stand in such manner as to cause the public to block the aisle in front of it, or any adjacent stand.

3. Marketing

- a. Where agreed by completion of the Marketing Terms and indicated in the Order Form, the Exhibitor and/or speakers shall comply with the terms of the Marketing Terms.
- b. Failure by Exhibitors and/or speakers to comply with the Marketing Terms may result in at the organisers option (i) cancellation of a speaking slot or booked stand; and/or (ii) the organiser terminating the contract without refunding any deposits or payments made in respect of the contract and any further payments due under the contract will still be due and payable; and/or (iii) where a discount or complimentary rate has been offered, being liable to pay the full standard price charged for the relevant package ordered.
- c. The Marketing Terms do not apply when it is indicated on the Order Form that they are not applicable.

4. Entitlements

- a. The stand cost includes floor space and exhibitor passes for staff (as detailed in the exhibitor's manual). Programme listing are subject to booking stand prior to the copy deadline.
- b. The cost specifically excludes electricity supplies, furniture, telephone, car parking and insurance, and any other additional services as may be required by individual exhibitors.
- c. The boundaries of the stand are delineated by the floorplan and do not include any aisle space whatsoever. Displays must not be placed anywhere other than within the perimeter of the stand.

5. Alterations to Bookings

- a. In the event that an exhibitor wishes to alter the listed goods and services between the time of booking and the exhibition itself, they must notify the organiser in writing. Permission to display additional goods and services may be given at the sole discretion of the organiser.
- b. Should an exhibitor wish to alter the size or location from that listed on the application form the change(s) must be agreed in writing with the organiser.
- c. If an exhibitor wishes to decrease the size of the stand, the organiser, at its discretion, will reduce the size where possible; however, the exhibitor will still be contractually obliged to pay the original stand price, as stated on the original signed contract.
- d. Under no circumstances must a stand be sublet, shared or transferred without the prior consent of the organiser. All requests must be made in writing via recorded delivery. The exhibitor is still liable for the full price of the stand to be paid to Intelligent Media Ltd. The exhibitor is responsible for collecting any owed money from companies who sublet, share or transfer to/on their stand.

6. Force Majeur

- a. Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.
- b. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.
- c. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of force majeure.
- d. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- e. The contractor has no entitlement and the project company has no liability for:
 - i. any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and
 - ii. any delay costs in any way incurred by the contractor due to an event of force majeure."

7. Cancellation

- a. Upon acceptance of the signed contract the exhibitor agrees to adhere to the schedule of payments as itemised on the application form and the subsequent invoice. In the event of cancellation by an exhibitor the cancellation fees are as follows.
 - i. 40% if you cancel 250 days before the event
 - ii. 70% if you cancel 120 days before the event
 - iii. 100% if you cancel 45 days before the event
- b. In the event of non-compliance with the schedule of payments for any reason whatsoever, the organiser may, at its sole discretion
 - i. Cancel the booking without return of deposits and/or
 - ii. Relocate the stand to another position and/or
 - iii. Alter the size of the stand.

8. Booking

- a. The submitted contract becomes legally binding when the organiser acknowledges receipt of a completed contract by raising an invoice for the payment.
The organiser reserves the right to decline an application to exhibit if, in their opinion, it is deemed unsuitable for the exhibition.

9. The Event(s)

- i. **EdExec LIVE North**
Date: 27th February 2020
Place: [Radisson Blu Hotel, Manchester Airport, M90 3RA](#)
- ii. **EdExec LIVE South**
Date: 18th June 2020
Place: [30 Euston Square, RCGP Building, London, NW1 2FB](#)

10. Insurance

- a. Public liability insurance is a requirement of this exhibition. The level of cover required is determined by the requirements of the exhibition hall owners and is detailed in the Exhibitors Manual for each Exhibition. The organiser, exhibition hall owners and management, official contractors and local authority cannot accept any liability for any loss or damage sustained from any cause whatsoever.
- b. Security services are provided throughout the exhibition and build-up period, but whilst every reasonable precaution is taken, exhibitors are advised to take common-sense precautions regarding the safety of their effects at all times.
- c. The organiser disclaims responsibility for any loss or damage to property of any exhibitors from any cause whatsoever. However, it is essential for exhibitors to report immediately to the organiser any loss sustained. The organiser accepts no responsibility for exhibitors' goods left at the exhibition hall at the end of the exhibition.
- d. The organiser accepts no responsibility for the failure of any exhibitor to arrange the required insurance cover.

11. Health and Safety

- a. Details of the organiser's allocated contractors are given in the Exhibitors Manual. Any other contractors employed on site for the purposes of stand construction or connection of utilities must gain the permission of the organiser and in turn the venue.
- b. Set-up and breakdown of exhibition stands must only take place during the allocated times as given in the Exhibitors Manual. Exhibitors are not permitted to set up or dismantle stand displays or move merchandise within the hall while it is open to the delegates. Specifically, exhibitors must not commence breakdown at the end of an exhibition before the public have vacated the hall.
- c. Children under 16 are not permitted to be in the hall during build-up or break-down. The presence of such children would negate the insurance cover of all parties present in the hall at the time and must be absolutely avoided.
- d. Exhibitors must not cause any aisle or emergency exit to be blocked in any way by their goods, displays or staff. In case of any dispute the decision of the duty fire officer is final.
- e. Exhibitors must not bring explosives, dangerous or harmful substances into the exhibition. No naked flames, fireworks etc are allowed, and any item or device deemed unsafe by the duty fire officer will be removed by the organisers or the fire officer.
- f. E
- g. Exhibitors must seek the permission of the exhibition hall (via the organiser) should they wish to bring any animal into the exhibition.
- h. While onsite the designated Health & Safety officer has final say on any issues of Health and Safety, all exhibitors must adhere to their guidance. Exhibitors Manual

12. Fire Regulations

- a. Any goods attached to your stand will constitute part of your stand and will be subject to the following regulations:
 - i. All timber under 25mm thick must be impregnated to Class 1 standard. Treated boards have BS476-Part 7 Class 1 marked on them. Boards, plywood, chipboard must be treated if under 18mm thick. The exception to this is MDF due to its density.
 - ii. All textiles must be flame proofed or purchased already treated with approved chemicals. Fabric used within stands must be fixed taut or in tight pleats (not draped) to a solid backing and secured 7 cm from floor level, away from light fittings.
 - iii. All fittings, fixtures and products must remain within your stand area, and no empty boxes or packing materials can be stored on your stand.
- b. Exhibitors should note the specific fire evacuation procedures that apply to the exhibition hall as contained within the Exhibitors Manual.

13. Photograph

- a. Any images of participants taken by the official Exhibition photographer remain the property of the organiser, and the organiser reserves the right to use any such images to promote future Exhibitions.
- b. Exhibitors may not take photographs/video footage without the written consent of the organiser.

14. Admission

- a. The organiser reserves the right to refuse admission to any member of the public or any exhibitor staff member.

15. Badges / Passes

- a. Exhibitor badges are issued by EdExec LIVE for the use of exhibitors and their staff. These must be completed with the name of the individual and the stand number.
- b. Badges are strictly non-transferable. The organiser reserves the right to refuse admission of any individual in possession of an exhibitor badge, who is not directly involved with an exhibition stand.

16. Noise Levels

- a. Exhibitors must ensure that CD/iPods, videos, televisions and any other sounds emanating from their stands are kept to a level that does not cause disturbance to other exhibitors or to performers. In case of dispute, the organiser's decision is final.
- b. No voice amplifiers are to be used by any exhibitor.
- c. Any use of pre-recorded music or video material must be registered with the Performing Rights Society.
- d. Exhibitors must not cause any obstruction or disturbance to the neighbouring or adjoining premises to the exhibition hall in the process of moving into or out of the exhibition hall.
- e. During the Exhibition there will be louder performance sessions on the stage; these will all be done within the health and safety guidelines. These will run through designated times on each day, any loss of trade to an exhibitor due to the volume of these will not be the responsibility of the organiser.

17. Code of Conduct

- a. Whilst participating in the exhibition, exhibitors must not conduct their business in a manner that could bring the reputation or integrity of The EdExec LIVE into disrepute. The organiser reserves the right to stop or remove any act, display item or person deemed to be inappropriate or to be detrimental to its interests.
- b. Exhibitors are responsible for any damage caused to the fabric of the exhibition hall by their activities while participating in the exhibition.
- c. Exhibitors are responsible for any waste material left behind at the end of the exhibition. Any costs incurred by the venue in the specific disposal of such materials will be passed on to the exhibitor.

18. Misc

- a. The agreement is not conditional upon the presence or absence of any other exhibitor, and any reference to such a circumstance does not constitute any part of the agreement.
- b. The agreement is onerous upon the organiser to provide the exhibitor with an amount of space and shell scheme within the exhibition. However, the organiser reserves the right to change the position or number of that stands space within the exhibition.

19. Disclaimer

- a. Information is given by the organiser in good faith and to the best of their knowledge at that point in time. Any subsequent changes cannot be taken as cause to cancel the booking, likewise no omission or error on the part of the organiser can be held against them.
- b. The organiser reserves the right to alter the overall layout of the exhibition if necessary, which in turn may affect the location and dimensions of individual stands. In the event that re-allocation of stand space is necessary for any reason, the organiser will undertake as far as possible to allocate the closest equivalent stand. This eventuality does not constitute a violation of the contract and does not permit the exhibitor to revoke that agreement.
- c. The organiser will act at all times in the best interests of the exhibition and in doing so may from time to time alter the details of these terms and conditions if required.
- d. In the case of any breach of contract the organiser reserves the right to remove items or people from the exhibition and/or revoke the contract without prejudice to the right to recover any monies owed to the organiser.
- e. In the event of postponement or abandonment by the organiser the exhibitor shall not have any claim against the organiser. Any failure to settle a dispute related to these terms and conditions will be resolved in a court of law.