

# TERMS & CONDITIONS



## The Wye Valley Baby Show

### **Definitions**

“Exhibitor” – Any person from a company who has agreed allocated space at the exhibition.

“Exhibition” – The Wye Valley Baby Show

“Exhibition space” – The area at the exhibition that the exhibitor has been allocated.

“Organiser” – Staff of Four Events (UK) Ltd

“Venue” – Monmouth Leisure Centre, Old Dixton Road, Monmouth, NP25 3DP

“Local Authority” – Monmouthshire County Council

### **1. Contract acceptance**

Once the exhibitor has returned the contract, the organiser will confirm acceptance by sending the first invoice within 7 days of receipt.

### **2. Allocation of exhibition space**

The organiser reserves the right at any time to revise the floor plan and relocate any exhibitor as may be required. If this occurs the organiser will notify the exhibitor in writing. Any floor plans made available to exhibitors are intended for information purposes only and do not guarantee locations of other exhibitors.

The organiser shall be permitted to have access to every exhibition space at all times. Exhibition space allocations will be made by the organiser.

### **3. “No shows”**

Unless agreed in writing prior to the event, if an exhibitor does not take up their exhibition space at least one hour before the opening time, the exhibitor will be deemed to have cancelled their exhibition space. In this case the cancellation fee will be payable and the organiser will be entitled to reallocate or remove the exhibition space as they consider appropriate.

### **4. Stand sharers**

If an exhibitor wishes to share their exhibition space this must be agreed in advance with the organiser. All exhibitors shall not sublet or divide any exhibition space without prior permission.

### **5. Health & Safety**

Exhibitors must ensure that all employees, contractors and sub-contractors comply with the Health & Safety at Work Act 1974. All requests from the event organisers to the exhibitors and their contractors must be complied with; failure to do so will result in the organiser asking the exhibitor to close their exhibition space with immediate effect.

No equipment of a hazardous or dangerous nature is to be used without the written consent from the organiser, venue and if necessary local authority.

All exhibitors must comply with the Fire Regulations of the local authorities and the venue.

Any electrical equipment used by exhibitors before, during or after the exhibition shall have a valid PAT certificate.

### **6. Build-up, exhibiting, breakdown**

The organiser will provide hours specifying build-up, exhibiting and breakdown, at the time of the final invoice being sent to the exhibitor.

Breakdown shall not begin before the close of the exhibition without prior permission, but must be completed in the allocated time.

Exhibitors will be liable for any items left onsite and for any costs involved in disposing or storage of such items.

### **7. Exhibits**

Any exhibit that is deemed in the view of the organiser to be a nuisance to other exhibitors or visitors will not be permitted. Any act, which the organiser believes contradicts this condition, will cease. Failure to comply with any request from the organiser will entitle the organiser to close the exhibit. Any losses or expenses resulting from this action will be the liability of the exhibitor.

Exhibitors must ensure that exhibits and associated equipment are kept within the exhibition space boundaries and do not obstruct passageways or exits.

Exhibitors must clearly display their business name and their contact details on each exhibition space.

Promotional items, price lists, advertisements, papers, etc shall only distributed from an exhibitors exhibition space and not in any public passages or areas without permission from the organiser. Any promotional literature given out by the exhibitors must relate directly to their own products or services.

#### **8. Damage to venue**

The exhibitor shall be liable for any damage caused by them, their employees or contractors including all inside and outside areas of the venue.

#### **9. Stand design limitations**

All stand designs need to be agreed by the organiser six weeks prior to the event. Failure to do so could result in the organiser relocating or cancelling the exhibition space.

#### **10. Stand attendance**

Stands will remain manned and supervised from 15 minutes prior to the exhibition opening time until the close of the exhibition.

#### **11. Exhibitor listing**

The organiser shall not be liable for the omission of an exhibitor from any publication or website.

#### **12. Insurance**

Exhibitors are required to take out any necessary insurance against fire and all other risks including third party claims. The exhibitor must also indemnify the event organisers against all claims, damages or expense whatsoever in any way arising out of their attendance and/or exhibits at the venue. Completed booking forms from exhibitors will be taken as confirmation that they have obtained all necessary insurance cover. The organiser requires all exhibitors to have copies of their public liability insurance certificate on the day of the exhibition.

#### **13. Cancellation**

Once the exhibitor has returned their booking form and we have received their deposit, the exhibitor has a 14 day cooling off period during which they reserve the right to cancel the agreement and therefore no cancellation charge will be applied by the Organiser.

The Exhibitor may cancel their exhibition space at any time by notice in writing to the Organiser.

The following cancellation fees will apply:

50% of the total cost of the exhibition space (the deposit) if cancelled before 15<sup>th</sup> March 2011.

100% of the cost of the exhibition space if cancelled on or after 15<sup>th</sup> March 2011.

#### **14. Payment terms**

The initial invoice for 50% of the total cost of the exhibition space will be invoiced upon receipt of the signed booking form (if not sent with completed form) and is payable within 30 days. The second payment, the remaining 50% of the total cost of the exhibition space, will be invoiced after 1<sup>st</sup> March 2011 and is payable within 14 days.

If organisations book any exhibition space after 1<sup>st</sup> March 2011 then a 100% invoice will be issued. The organiser must receive all payments no later than 7 days prior the exhibition. If payment is not received than the organiser has the right to cancel the reservation and the exhibitor will not be entitled to any refund.

#### **15. Force Majeure**

If the Organiser decides for reasons beyond their control that the exhibition needs to be cancelled, postponed or suspended, due in whole or part to the venue becoming unavailable, fire, national emergency, labour dispute, strike, war, lock-out or civil disturbance, the organiser will not be held responsible for any direct, indirect or consequential loss incurred by the exhibitor. In the unlikely event this occurs then the exhibitor will be offered a full refund of monies paid on exhibition space at any alternative venue/date.