

CONGRESS 2019

EXHIBITOR and SPONSORSHIP TERMS and CONDITIONS

Definitions

‘Exhibitor’ or ‘Sponsor’ means a person or company who has made one or more applications for space in the Exhibition and/or a sponsorship package. The term ‘Exhibition’ means the event details on the Sponsorship Agreement Form. The term ‘Exhibition Managers’ means BTS and its Secretariat, Executive Business Support Ltd.

Terms and Conditions

These terms and conditions shall be construed in accordance with English law and shall be deemed to include all other terms and conditions or rules and regulations issued from time to time by the Exhibition managers in relation to the Exhibition whether contained in the Exhibition managers’ Exhibitor Manual, sales literature or otherwise.

Applications for Space

Applications for space must be made using the official Agreement Form, which must be fully completed and signed. Stand space is offered on a first come first served basis in order that a signed booking form is received. The BTS-UKEMS Congress Exhibition will be from 15-17 April 2019 – stand space should be reserved separately unless the Exhibitor/Sponsor package includes space at both meetings. The Exhibition managers may at their sole discretion accept applications received by other means or accept a deposit payment in lieu of written application. These Terms and Conditions shall apply whatever means are used.

Signatories

The person or persons signing the Application Form on behalf of the Exhibitor/Sponsor shall be deemed to have full authority to do so on behalf of the Exhibitor/Sponsor and the Exhibitor/Sponsor shall have no right to claim as against the Exhibition managers that such person or persons did not have such authority.

Payment

On receipt of a completed Agreement Form an invoice will be raised for 60% of the total cost (+VAT) of the Sponsorship package, including exhibition space. This invoice will be due for payment within 30 days and no booking shall be deemed to be confirmed and accepted until such amount is received in full by the Exhibition managers. The remaining balance will be due 120 days before the event.

Cancellation of Space

Notice of cancellation - Should a Sponsor either wish to cancel his space booking or fail to meet the payment obligations detailed herein then the Exhibition managers reserve the right to apply the 100% cancellation charge and to resell the space. This will not prejudice any other course of action or remedy that the Exhibition managers may wish to pursue.

Reduction of Space

Any reduction of space must be transmitted in the same way as the notice of cancellation. The Exhibition managers reserve the right to apply the scale of cancellation charges to the total cost according to the amount by which the original stand area is reduced. The Exhibition managers may resell or reallocate the space in question. There shall be no obligation on the Exhibition managers to accept notification of reduction.

Relocation

For the avoidance of doubt any contract between the Exhibition managers and the Exhibitor for exhibition stand space is only for an amount of such space. No acceptance by the Exhibition managers of the Exhibitor's Space/Sponsorship Agreement Form or allocation of the Exhibitor's name to any particular part of any Exhibition floor plan or stand number will constitute any agreement warranty or representation by the Exhibition managers that the Exhibitor is entitled to exhibit at the Exhibition in such particular location. The Exhibition managers reserve the right without being required to give notice to the Exhibitor to alter the layout of any Exhibition floor plan or position of any stand at any time. For packages with prime position stands, the Exhibition managers will consult with the Sponsors in order of the Agreement Form receipt to discuss a preferred location within the exhibition floor, but no such location can be guaranteed.

Space not occupied

The Exhibitor must occupy the space allotted to him by show opening time on the first day of the Exhibition or must notify the Exhibition manager before the event of any late start time. Any Exhibitor failing to do so will be deemed to have cancelled his space booking. In this event the Terms & Conditions relating to Cancellation will apply and the Exhibition managers may resell or reallocate such space. BTS/UKEMS will not be liable for any expense incurred.

Attendance

The Exhibitor acknowledges that the Exhibition managers shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Exhibition managers.

Indemnity

The Exhibitor shall fully and effectually indemnify the Exhibition managers against all costs, claims, demands, proceeding and losses whatsoever made against or incurred by the Exhibition managers as a result of the Exhibitor exhibiting or advertising any goods or services at the Exhibition.

Bankruptcy

In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation, having a Receiver or Administrator appointed in respect of any of its assets then the BTS Executive Committee reserve the right to terminate the contract with the Exhibitor and the Terms and Conditions relating to Cancellation shall apply.

Assignment

The Exhibitor shall not be entitled to assign, sublet or grant licences in respect of the whole or any part of the space allocated to him, or assign or otherwise deal with their rights and obligations hereunder nor may any cards, advertisements or printed matter of persons who are not bona fide Exhibitors be exhibited or

distributed on any stand. This shall not apply to persons, firms or companies being subsidiaries, agents or principals of the Exhibitor and who are duly listed on the Application Form at the time of booking. The Exhibition managers shall be entitled to assign the benefit (subject to the burden) of the contract for space without notice to or consent from the Exhibitor.

Licensor and licensee

Upon acceptance of the Sponsorship Agreement Form by the Exhibition managers there shall be a contract between the Exhibition managers and the Exhibitor subject to these Terms and Conditions. The Exhibition managers in their discretion may accept the Exhibitor's application for space orally (including by telephone) by telex, facsimile or by forwarding to the Exhibitor written acceptance (which shall include a copy of the Application Form signed by or on behalf of the Exhibition managers).

As regards any space allotted the relationship of licensor and licensee shall exist between the Exhibition managers and the Exhibitor from the date of the Exhibitor occupying the space. In case of non-payment of any sum due from the Exhibitor (whether formally demanded or not) or of any other breach or non-observance by the Exhibitor of any of these Terms and Conditions the Organiser shall have right to revoke his licence and re-enter upon the allotted space to remove and exclude the Exhibitor and all persons there from without prejudice to the right to recover all sums payable by the Exhibitor hereunder and without prejudice to any other right or remedy available to the Exhibition managers.

Promotion and representations

- (i) Whilst the Exhibition managers shall use their reasonable endeavours to organise and promote the Exhibition in such manner as they consider appropriate the Exhibition managers reserve the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Exhibition managers as to audience projections or methods of timing of promotion shall constitute only general indications of the Exhibition managers' promotion and organising strategy and shall not amount to any representation or warranty.
- (ii) Any application for stand space or any acceptance thereof by the Exhibition managers shall not be conditional on the presence or location of any other exhibitor at the Exhibition and any reference to such conditionality shall not apply to any contract between the Exhibition managers and the Exhibitor for exhibition stand space.

Insurance and exclusions

- (i) The Exhibitor shall effect at its own cost full indemnity insurance against usual risks in respect of loss, damage or injury to goods and persons.
- (ii) The Exhibition managers shall not be liable for any loss or damage (including consequential or indirect loss or damage) suffered by the Exhibitor whether such loss or damage arises from breach of a duty in contract or sort or in any other way (including loss or damage arising from the Exhibition managers' negligence) and which shall include (but not by way of limitation) loss of profits, loss of contracts, loss of or damage to property or goods of the Exhibitor or any other person, or personal injury to the Exhibitor or any other person (but only so far as such injury is not caused by the Exhibition managers negligence).

Use of exhibition space

The space contracted is solely for the exhibitor whose name appears on the agreement. All demonstrations or promotional activities must be confined to your exhibit space. Distribution of literature or promotional items outside the contracted exhibition space, for example in aisles or common areas is prohibited unless approved in writing by Exhibition managers. Exhibition managers reserves the right to reject, eject or prohibit any exhibition in whole or part, which, in its opinion, may detract from the general character of BTS/UKEMS without giving further recourse.

Photographs

The Organiser reserves all photographic rights for the Event. The Exhibitor/Sponsor may not photograph its or any other stand without first obtaining the written consent of the Organiser.

Failure to open

In the event that the premises of the Robinson College should be destroyed, damaged or fails to take place as scheduled, is interrupted, discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of god, emergency declared by any government agency or for any other reason, this contract may be terminated by BTS/UKEMS.

In the event of any such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of BTS/UKEMS shall be to return to each exhibitor his/her space payments, less his/her pro-rated share of all costs and expand expenses incurred and committed by BTS/UKEMS.

General restrictions

Exhibits that include the operation of musical equipment, radios, sound motion picture equipment, public access systems or any noise-making devices must be operated so as not to annoy or disturb adjacent exhibitors. These devices must be approved by BTS Event Managers. Exhibitors cannot make announcements at the Congress. Sponsors are not allowed to set up displays in hotel rooms, hotel suites or lobbies unless otherwise arranged with BTS/UKEMS.

Contract

These regulations have been formulated in the best interests of all concerned and become a part of the official contract between the exhibitor and BTS/UKEMS. All matters and questions not covered by these regulations are subject to the decision of BTS Executive Committee.