

Terms and Conditions of Exhibition/Sponsor

1. Definitions

In these regulations the term "Exhibition" in all cases refers to the exhibition detailed on the attached booking form. The term "Exhibitor" includes any person, firm, or company and its employees and agents to whom space has been allocated for the purpose of exhibiting/sponsoring this event. The term "Exhibition Organisers" means BiP Solutions Limited, company number SC086146, having its registered office at Medius, 60 Pacific Quay, Glasgow, G51 1DZ. The term "Premises" refers to those portions of the stated venue licensed to the Exhibition Organisers. The term "Party" refers to a party to this agreement (and "Parties" shall be construed accordingly).

2. Installation and removal of exhibits

The Exhibitor will be advised by the Exhibition Organisers of when they may commence fitting up and arrangement of exhibits. The Exhibitor is prohibited from commencing such fitting up until the time advised to it by the Exhibition Organisers.

The Exhibition Organisers will use all reasonable endeavours to adhere to the date advised for the commencement of Exhibitor's fitting up, but will accept no responsibility or liability for any costs, claims or expenses arising from any variation to such date (and time shall not be of the essence).

Exhibits which do not reasonably satisfy the Exhibition Organisers shall be modified forthwith by the Exhibitor in such manner and within such time as the Exhibition Organisers may require and in default the Exhibition Organisers may remove such exhibits at the expense of the Exhibitor who shall forfeit all sums paid by way of deposit, rental or otherwise.

Exhibits may not be removed by the Exhibitor until the Exhibition has been closed. Any special arrangements for installation or removal of exhibits must be made in consultation with the Exhibition Organisers, and all special arrangements agreed (if any) shall be at the sole expense of the Exhibitor.

3. Stand Constructions and Services

The Exhibition Organisers will appoint official contractors for all stand construction, all electrical work and all furniture supplies, and the Exhibitor agrees to co-operate with such contractors as reasonably required.

4. Application

The Exhibition Organisers shall have the right to refuse any application or prohibit any exhibit without any reason for such refusal or prohibition.

An Exhibitor may not, except by express written permission of the Exhibition Organisers, display directly or indirectly, advertise or give credits to any products other than its own or its named principal's. The display of acknowledgement or credit indicating membership of organisations or trade associations is not allowed except by express written permission from the Exhibition Organisers. The Exhibition Organisers shall have the right to have masked or removed from the Premises any product or sign violating this condition.

5. Cancellation

Cancellations and changes to your original booking must be made in writing to the Exhibitions Manager at exhibitions@bipsolutions.com

For cancellations made by the Exhibitor:

- Prior to 90 days before the event: the Exhibitor is due to pay 50% of the total cost + VAT of its original booking
- Within 90 days prior to the event: the Exhibitor is due to pay 100% of the total cost + VAT of its original booking, provided that where the Exhibition Organisers are able to take an equivalent substitute booking for the event and receive full payment from the substitute exhibitor prior to the event, 75% of the total cost + VAT of the Exhibitor's original booking shall be due and payable (and the parties shall reconcile any balances accordingly).

6. Insolvency, Liquidation etc.

In the event of the Exhibitor becoming insolvent or entering into bankruptcy, liquidation or equivalent (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or having a receiver appointed, the Exhibition Organisers shall have the right to terminate the agreement with the Exhibitor forthwith, the allotment of stand space will be cancelled, and all sums paid shall be forfeit.

7. Occupation of Stand Space and Staffing

The Exhibitor, and its agents, employees and contractors may enter the building at a time which will be advised to them for the purpose of stand dressing and fitting. In the event of an Exhibitor failing to take possession of its stand, the Exhibition Organisers have the right to re-allocate the stand and all money paid shall be forfeit.

The Exhibitor must staff its table tops at all times during the display hours, as notified by the Exhibition Organisers.

All exhibits, displays, stand fittings and materials must be removed from the Premises by the time and date stated by the Exhibition Organisers. Removal of exhibits and dismantling may not commence until after the official closing time unless prior approval has been obtained from the Exhibition Organisers.

8. Obstruction of Gangways and Open Spaces

The Exhibitor will not be allowed to display exhibits in such a manner as to obstruct the light or impede or project gangways or affect the displays of neighbouring exhibitors. The Exhibitor shall ensure that gangways are kept clear and free for passage, and all emergency exits and access to service areas are kept clear at all times, and are not be restricted or rendered unrecognisable. The Exhibitor shall ensure that public gangways shall remain the means of escape even during build up and dismantling periods. Where the Exhibitor continues to cause obstruction or nuisance after notice has been given, the Exhibition Organisers will have the right to close the stand at the Exhibitor's expense and risk.

9. Conduct of Exhibits

The Exhibition Organisers may restrict displays which, because of noise, acts, odours, costumes, gimmicks, method of operation, materials or for any reason, become objectionable to the Exhibition Organisers (acting reasonably). Where possible, the Exhibition Organisers will provide the Exhibitor with a reasonable opportunity to remedy the situation. In the event of such restriction or eviction, the Exhibition Organisers are not liable for any refunds or rentals or other exhibit expense.

10. Electrical Requirements

10.1 All electrical installations may only be carried out by the electrical contractor officially appointed by the Exhibition Organisers.

10.2 Electrical devices which interfere with radio or television systems must be switched off immediately by the Exhibitor if requested by the Exhibition Organisers.

10.3 The use of electrical appliances such as pots, coffee makers, electric cookers or similar sources of heat shall only be permitted by the Exhibitor if it complies with specifications of the applicable legal regulations.

Before such appliances are used, the Exhibitor must obtain permission from the Exhibition venue. They must be placed on non-combustible bases in such a way that nearby objects cannot catch fire.

10.4 The use by the Exhibitor of immersion heaters and electric heaters with unguarded elements are not permitted.

10.5 The use by the Exhibitor of laser equipment requires advance notification (including details of classification) and official approval from the Exhibition Organisers. Test certificates issued by recognised test centres for technical equipment must be submitted by the Exhibitor to the Exhibition Organisers. The Exhibition Organisers shall have the right to stipulate any special conditions in individual cases. All laser equipment must conform with UK safety regulations for technical equipment and all other applicable technical regulations.

10.6 Full lighting and power services will be available to the Exhibitor through the official electrical contractor appointed by the Exhibition Organisers, and a schedule of these services will be available once application has been made.

The Exhibitor must ensure that electrical fittings and appliances conform to the relevant standards applicable, and that fuse rating for the stand power supply is observed.

11. Dangerous Materials and Exhibits

The Exhibitor shall ensure limitation on material used as follows:

11.1 Fabrics and other decorative materials must have proven flame resistance in accordance with DIN4102. The Exhibition Organisers recommend that the relevant confirmation be obtained from the firm responsible for carrying out the stand decoration or fitting.

11.2 The use of balloons filled with flammable gas is prohibited.

11.3 The use of explosives and dangerous combustible materials is prohibited.

11.4 The use of propane gas, butane and similar gases is prohibited.

11.5 The use of flammable liquids is prohibited.

12. Fire Precautions

The Exhibitor shall ensure that all exhibits or portions thereof fully comply with applicable health, fire and safety regulations. No combustible decorations, such as crepe paper, tissue paper, cardboard or corrugated paper, shall be used by the Exhibitor at any time. The Exhibitor shall ensure that its materials and fluids which are flammable shall be kept in safety containers.

The Exhibitor shall ensure that wall hydrants, fire extinguishers, fire alarms and instruction notices must not be obstructed in any way, and that they are visible and in working order at all times. The Exhibitor must comply with any reasonable instructions given by the appropriate authority or the Exhibition Organisers to avoid risk of fire.

13. Damage to the Premises

The Exhibitor shall ensure that no nails, screws, adhesive materials or other fixtures are driven by it (or its employees, agents or contractors) into or attached to any part of the Premises including floors, and that no part of the Premises is damaged or disfigured in any way by it. Should any such damage occur, the Exhibitor will be invoiced for any repair charges incurred.

14. Cleaning

The Exhibition Organisers will arrange for daily cleaning outside exhibition opening hours (which opening hours shall be advised by the Exhibition Organisers).

15. Security Services

The Exhibition Organisers will arrange general site security during the period of the Exhibition, but will accept no liability for loss or damage sustained or occasioned from any cause whatsoever, except where as a result of the Exhibition Organisers own negligence.

16. Storage

The Exhibitor shall store packing materials in the assigned storage room and not in the Exhibition hall.

17. Liability

Whilst the Exhibition Organisers will endeavour to protect exhibition property whilst on display at the Exhibition, it must be clearly understood that neither the management of the Premises, nor the Exhibition Organisers shall have any liability for any loss, expenses, costs or damage (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs, damage to property and all other professional costs and expenses) sustained or occasioned from any cause whatsoever, except where as a result of the Exhibition Organisers own negligence. The Exhibitor shall be responsible for all damage to property and for any loss or injury caused by it or its agents or employees, and the Exhibitor shall indemnify and hold harmless the Exhibition Organisers against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, damage to property and all other professional costs and expenses) arising out of or in connection with all claims and expenses arising there from.

18. Exhibition Cancellation, Postponement etc.

In the event of it being necessary for any reason whatsoever for the Exhibition to be abandoned, postponed, cancelled or altered in any way in whole or in part (including, without limitation, by reason of intervention of any authority, or a force majeure event pursuant to clause 23), the Exhibition Organisers shall have the right to cancel the Exhibition, change the date of the Exhibition, and/or restrict use of the Premises. The Exhibition Organisers shall notify the Exhibitor of the same as soon as possible. The Parties agree that:

18.1 the Exhibition Organisers shall not be in breach of this agreement by virtue of the abandonment, postponement, cancellation or alteration;

18.2 the Exhibition Organisers shall not be liable for any loss which the Exhibitor or any third party may incur as a result of the abandonment, postponement, cancellation or alteration; and

18.3 the Exhibition Organisers shall refund the Exhibition fee/sponsorship, or issue an equivalent credit for future use, in the event that the Exhibition Organisers cancel the event (but not, to avoid doubt, where the event is re-scheduled).

19. Insurance

The Exhibitor shall consult its insurance company and/or insurance brokers to ensure it is fully insured against all risks at the Exhibition, and put in place the following insurances as a minimum:

19.1 Abandonment Insurance: the Exhibitor will note from clauses 5 and 18 the limited circumstances in which refunds / credits will be issued in the event of abandonment / cancellation.

19.2 Stands, Fixtures and Similar Insurance: All risks on loss, theft or damage to the Exhibitor's property, fixtures, fittings and all other property of a similar nature such as personal effects of directors, principals, employees, agents and contractors whilst on the Premises, and transit risks from the Exhibitor's premises and return.

19.3 Public Liability: Liability to the public may arise out of the Exhibitor's activities and must be covered by insurance.

Insurance should be effective with minimum delay and, in each case, in respect of any individual claim, or series of related claims, should not be less than £5,000,000.

20. Termination

Without affecting any other right or remedy available to it, the Exhibition Organisers may terminate this agreement by notice in writing to the Exhibitor with immediate effect, and without liability or refund, if:

20.1 the Exhibitor fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;

20.2 the Exhibitor commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

20.3 the Exhibitor repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; and

20.4 the Exhibitor suffers, or is affected by, an event analogous to that set out in clause 6.

21. General Conditions

The Exhibitor is responsible for the control and supervision of its own stand and the immediate surrounding areas. The decision of the Exhibition Organisers (acting reasonably) is final and decisive on any issues not covered in this agreement.

22. Notices

22.1 Any notice given to a Party under or in connection with this agreement shall be in writing and shall be:

22.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

22.1.2 sent by email to the address notified by the relevant Party in writing.

22.2 Any notice shall be deemed to have been received:

22.2.1 if delivered by hand, at the time the notice is left at the proper address;

22.2.2 if sent by pre-paid first-class post, next working day delivery service, at 9.00 am on the second day after posting; or if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 22.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

23. Force Majeure

Neither Party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement (except for the Exhibitor's obligation to pay monies when due) if such delay or failure result from events, circumstances or causes beyond its reasonable control.

24. Severability

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

25. Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Scotland. Each Party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.

26. Changes to Terms and Conditions

The Exhibition Organisers shall have the right to add to or amend this agreement for the purpose of compliance with any statutory provision or, acting reasonably, to ensure good industry practice in conference management. Any such amendment or alteration will be binding on an Exhibitor provided the terms of such alterations or additions are intimated to the Exhibitor in writing by the Exhibition Organisers. No variation of this agreement shall be effective unless it is approved in writing by the Exhibition Organisers.