

## EXHIBITION TERMS AND CONDITIONS

By making a booking for a shell scheme space at the Hilton Brighton for OH2019, and paying a fee per stand, you (the Exhibitor) are entering into an agreement with BOHS (the Organisers) and agree to the following terms and conditions:

### BOOKING, PAYMENT AND CANCELLATION TERMS

**Bookings:** All Bookings must be made using the Exhibitor Application Form online and will be acknowledged with a confirmation e-mail and pro forma invoice.

**Payment:** Until full payment is received, unless by prior agreement, the 'reserved' exhibition space will remain available for sale.

**Exclusions from Exhibitor Fee:** The Exhibitor Fee is for the shell space only and does not include furniture, power sockets, insurance, cleaning, loading and handling of equipment, staff, telephones etc.

**Cancellations/Refunds:** All cancellations must be submitted in writing, and will be subject to a £100 administrative fee. No refunds will be made after 31 January 2019. All refunds are at the discretion of the Organisers.

### EXHIBITION STAND/SPACE ALLOCATIONS

**Space/stand requirements:** Brochures and booking forms for furniture, power etc. are available at <http://www.oh2019.com/exhibition-and-sponsorship/>

**Alteration of Floorplan:** The Organisers reserve the right to amend the floorplan or alter the exact location of the spaces within the floorplan. The Organisers will endeavour to consult with the exhibitors who are directly affected whenever possible.

### EXHIBITOR OBLIGATIONS

**Additional Representatives:** Each exhibitor package includes delegate registration for two representatives. (This includes all refreshments, lunches and access to all conference sessions). Additional attendees will need to register as a delegate in the usual way to gain access to the exhibition area and conference.

**General:** The Exhibitor must ensure that:

- (a) The stand is fully staffed and continually kept open throughout the conference
- (b) Walkways are kept clear at all times
- (c) The space is kept clean and tidy and free from rubbish at all times
- (d) Business is conducted in an appropriate manner considering the venue, organiser, other exhibitors and visitors

**Arrangement of displays:** The Exhibitor is required to arrange its displays so as not to obstruct the general view or conceal other exhibits. No signs or banners are to be placed outside of the space assigned to each exhibitor. Exhibiting representatives may not stand in the aisles or hand out materials in the aisles of the exhibition area and must do so only within the allocated stand area.

**Noise:** Loud speakers, radios, televisions or the operation of any machinery or equipment which is of sufficient volume to be distracting to neighbouring exhibitors or conference attendees are not permitted. Public address systems used to attract the attention of visitors passing near the Exhibitor's stand are also not permitted.

**Displaying Products:** If the Exhibitor is displaying products or any material which is determined, in the Organisers view, to be inappropriate, offensive, disparaging or discriminatory, will be asked to remove its products or exhibition.

**No Substitution:** The Exhibitor may not substitute itself or sublease stand space.

**Exhibitor property:** The property of the Exhibitor is deemed to be under their responsibility, control and oversight at all times, including in transit to and from the venue and within the confines of their stand. The stand, materials, displays and equipment should not be left unattended at any time. **Please note that it is not possible to secure or lock the exhibition areas.**

**Liability:** The Organiser accepts no responsibility whatsoever for any loss of or damage to or theft of property (including materials, displays and equipment) belonging to the Exhibitor.

### INSTALLATION AND REMOVAL OF EQUIPMENT

**Set-up:** Set-up is on Monday 1 April 2019 from 14.00 – 20.00. Stands must be fully set-up and manned by 8.30am Tuesday 2 April. If an exhibitor fails to turn up, the space will be left and the Exhibitor will not receive a refund. The Exhibitor must take care when installing/dismantling their equipment and stand as not to cause damage to the venue carpet, walls, floor and stands, including all panels, fascia and lighting.

**Break-down:** Stand dismantling does not occur until after the exhibition closes; exhibitors must not disrupt the conference by dismantling early. All exhibitors must be packed up by 18.00 on the final day of the conference (unless prior arrangements are made with the Organisers and venue).

**Couriers and transportation of equipment:** The Exhibitor is responsible for arranging couriers and transportation of exhibition equipment and exhibitors to the conference. Exhibitors must make their own arrangements for storing equipment/materials prior, during and after the conference.

**Responsibility for loss/damage if caused:** The Exhibitor will be solely responsible for the cost of remedying any damage and repairs howsoever caused to the venue carpet, walls, floor and all property damaged or destroyed by an Exhibitor must be replaced to its original condition at the expense of the Exhibitor.

#### **EXHIBITOR HEALTH & SAFETY OBLIGATIONS**

**Legal Compliance:** All exhibitions must meet the Health & Safety at Work Act 1974 and Fire Brigade Safety regulations.

**Venue Compliance:** The Exhibitor must, at all times, comply with the venue's regulations and policies including any laws applying to the venue, details of which will be provided to you.

#### **INSURANCE, PUBLICITY AND DATA PROTECTION**

**Insurance:** By completing and submitting the Exhibitor Application Form, the Exhibitor agrees to protect and cover the Organisers and the venue from all claims, demands, damages, and liability of any kind, including loss, damage or destruction of property, breach of contract, injury, negligence, abuse or wilful misconduct on the part of any party. The Exhibitor, at its sole expense, must take out all necessary insurance, including Public Liability insurance.

**The Organisers' Insurance:** Neither the Organisers nor the venue owners provides insurance for the benefit of exhibitors. Exhibitors who wish to carry insurance on their property or for any other purpose must do so at their own expense.

**Marketing and Publicity:** The Organisers will list exhibitors in the official programme, on the conference website and in other publicity. The Organisers accept no responsibility for any misdescription or any other error. The Organisers give no warranty as to the type or extent of the promotion of the exhibition or as to attendance numbers at the conference.

**Consent to use image:** By making a booking for a space the Exhibitor gives consent to the Organisers to take and use photographs, images and any video footage of the Exhibitor, or the space during the conference for any of the Organisers' promotional purposes in perpetuity in any media without any payment to the Exhibitor.

**Exhibitor use of photos for marketing purposes:** The Exhibitor is permitted to take a reasonable amount of photographs for their own promotional and marketing use provided that the Exhibitor does not infringe the Organisers' intellectual property rights it holds in connection with the conference.

#### **BREACHING THE TERMS AND CONDITIONS**

**Unsuitable exhibitors:** The Organisers have the right to prohibit, prevent or remove any part of any exhibit deemed unsuitable or inappropriate for the purpose of the conference.

**Failure to comply:** In the case of any failure of any Exhibitor to comply with these terms and conditions, the Organisers may cancel the Exhibitor's booking or may, during the staging of the conference, eject any Exhibitor from the venue. No refund or compensation will be payable to the Exhibitor if cancellation or expulsion occurs.

**Consequences of ejection:** If the Exhibitor is ejected from the conference venue, or their booking is cancelled, the Exhibitor will then be prohibited from occupying any stand/space. If the Exhibitor is at the time occupying a stand, the Exhibitor must immediately remove all their exhibits from the venue in accordance with the Organisers' directions. The Exhibitor will be responsible for all costs incurred by the Exhibitor and the Organisers in enforcing this clause.

#### **GENERAL**

**Exhibitor liability:** The Exhibitor will be liable to the Organisers for all losses, unpaid accounts, interest, damages, costs, charges, fees and expenses incurred by the Organisers as a result of the Exhibitor failing to comply with these terms and conditions.

**Alterations to terms and conditions:** The Organisers reserve the right to alter these terms and conditions at any time and for any reason.

**Alterations to dates of the conference:** The Organisers reserve, in their absolute discretion, the right to alter the dates of the conference and will use all reasonable endeavours to provide the exhibitors with reasonable prior notice of the change of date and will work with exhibitors to accommodate the change. No refunds will be given to Exhibitors for any change of date.

**ACCEPTANCE:** The Exhibitor has read the terms and conditions and understands that this agreement is legally binding between the Organisers and the Exhibitor.