

TERMS AND CONDITIONS OF EXHIBITING AND SPEAKING AT COMPLY TO THRIVE

“The Organiser”– The event is organised and promoted by HSE Advice UK Ltd and The HR Dept Carlisle & Morecambe.

“The Exhibitor”– Any company or person ordering display space at the event.

These are the Terms and Conditions of Exhibiting that govern our contract with you as an exhibitor whether booking is by email, verbal or on our official booking application form.

They bind each and every ongoing booking and the booking is deemed acceptance of the terms to the exclusion of any others.

You should ensure that you have read the following terms and conditions before completing your booking. We reserve the right to grant or refuse any booking at its sole discretion.

STAND APPLICATION / ALLOCATION

Stands are assigned subject to availability. The organiser reserves the right at any time to re-arrange the stand layout or allocation and compensation will not be given.

Once payment has been made the organisers reserves the right to cancel the exhibitor space and refund to the exhibitor the full amount.

PAYMENT

Payment is due within seven days of the date of invoice. If you fail to make payment in accordance with these terms and conditions the organisers may cancel your booking without notice. If your booking is cancelled for breach of this term you agree to pay a lost opportunity fee equivalent to the full invoice value.

EXHIBITOR CANCELLATION

No rebate, discount, credit, waiver of fees or refund is available for any cancellation. An exhibitor may transfer their booking to another event or to another company, subject to availability, with the consent of the organisers upon payment of a £50 plus vat transfer fee as long as a request to transfer is made at least 30 clear days before the event in writing.

SPEAKER CANCELLATION

If you wish to cancel speaking or presenting at the event then you must give 20 days’ notice prior to the event date and you waive the right to cancel your exhibition space, with no refund to enable the organisers to find a suitable replacement where required.

CHANGE OF DATE OR VENUE / EVENT CANCELLATION

The organisers reserve the right at any time to change the date and/or venue of the event or to cancel it altogether if they deem it necessary by reason of fire, flood, extreme weather conditions, acts of war or violence, malicious damage, explosion, earthquake, strike, civil disturbances, political unrest, riot, labour dispute, power cuts or any other cause beyond the organiser's control; or if the organiser for any other reason deems it necessary or advisable. In such cases, the exhibitor waives any and all claims he might have against the organiser for refunds, damages or expenses. In the event that the event is cancelled by the organiser for commercial reasons such as lack of support then all sums paid by the exhibitor for the stand will be refunded. The exhibitor agrees that under these circumstances he will have no further claims against the organiser.

REMOVAL OF EXHIBITS

No exhibit can be dismantled, packed away or removed until the event has terminated. The exhibitor must ensure that all exhibits are removed from the premises by 4.30pm latest on the day of the event. Failure to do so may render him liable for all costs incurred in storing and handling the said exhibits together with additional site rental costs imposed by the venue and/or their contractors. No exhibitor may dismantle, pack up or abandon their space prior to the advertised closure time. Any exhibitor in breach of this requirement agrees to pay an early departure fee of £100 plus VAT.

DISPLAY / STAND DESIGN

The event will be open to visitors during the times advertised and the exhibitor must ensure that their stand is ready at least 30 minutes prior to the opening of the event. The exhibitor may not place promotional material and merchandise on any walls. The exhibitor must not alter or tamper with the structure of the venue, including carpets, lights and surrounding areas and must ensure that nails are not used. Failure to conform with this provision will render the exhibitor liable for any damage incurred. The organiser reserves the right to remove any materials or literature considered to be of an obscene or objectionable nature and remove any exhibit it considers to be unsafe. Compensation will not be given. The exhibitor shall make good, indemnify and hold both the organiser harmless for any damage to the shell, scheme or the premises by the exhibitor, his agents, contractors or employees.

EQUIPMENT

Please note there is no electricity available to the exhibition stands.

SUBLETTING

No part or whole of any site may be sublet by the exhibitor without the prior written permission of the organisers.

CANVASSING

Canvassing for orders and the distribution or display of printed materials, except by the exhibitor within the venue building is strictly prohibited save and except for on or immediately adjacent to their designated stand unless permission has been sought and obtained in writing from the organisers.

DISTURBANCES

The exhibitor must ensure that any sound coming from his stand is kept to a volume that does not cause any annoyance to other exhibitors. In case of any dispute, the organiser's decision is final.

HEALTH & SAFETY

Electrical equipment: it is not envisaged that Exhibitors will bring Electrical or Mechanical equipment to the event. The organisers have a reasonable expectation that any equipment brought onsite by exhibitors is intrinsically safe and suitable for use, including fold-out displays, stands, tables, chairs etc. All exhibitors are expected to satisfy this through their own checks (e.g. visual inspections, testing, training) and health and safety precautions where necessary.

The organisers accept no responsibility for the correct use and installation of such equipment and reserve the right to prevent the use of mechanical equipment considered unsafe.

Food hygiene and safety; the organisers have a reasonable expectation that all food and drink brought on site by exhibitors for promotional gifts, demonstrations etc. is safe for consumption in accordance with relevant food hygiene standards. This includes but is not limited to hot drinks, alcoholic drinks, sweets and confectionery, etc. Awareness of potential food allergies caused by ingredients within such food items is encouraged. The organisers accept no responsibility for promotional, or demonstration food and drink brought by exhibitors and reserve the right to prevent the distribution of foodstuffs considered unsafe.

Health and Safety; the organisers make best efforts to ensure the health and safety of exhibitors and attendees is protected at its events by undertaking site specific health & safety risk assessments beforehand and working with the venue to make sure fire precautions, welfare facilities and general environment are acceptable. The potential hazards considered include:

- slips, trips and falls (potentially caused by tablecloths and boxes lying untidily on the floor, as well as on poor ground surfaces and stairs)
- manual handling of heavy items
- sharps (scissors, knives etc.) used when opening containers
- crushing/trapped fingers in folding tables, chairs and equipment
- scalds (hot liquids, steam) and burns (hot lights).

Exhibitors are expected to take all reasonable precautions against these common hazards through the considerate use of equipment, careful movement through the exhibition space and by maintaining a tidy display area. It is expected that exhibitors complete their own risk assessments for their activities.

Security: the organisers take all reasonable steps to ensure the safety and security of people and belongings at their events, by allowing only named attendees, exhibitors and staff into the event areas. Exhibitors are however asked to be watchful for opportunistic thieves throughout the duration of the event and to take precautions for the safety of their personal belongings at all times.

LIMITATION ON LIABILITY

The organiser shall not be liable to the exhibitor for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the event or these terms and conditions.

The organisers liability to any exhibitor shall be limited to the amount paid by the exhibitor to the organisers in any event.

The organiser shall not be in breach of this agreement, or liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond their reasonable control. The organiser cannot be held responsible for any third party including, but not limited to venues, performers, promoters, sponsors, exhibitors, artists and speakers. Nothing in these terms and conditions excludes or limits or seeks to exclude or limit the organiser's liability for death or personal injury caused by its negligence or under section 2(3) of the Consumer Protection Act 1987 or for fraud or fraudulent misrepresentation or for any matter which would render this clause unenforceable. The organiser will not be liable for any printing errors appearing in any literature associated with the event. If any part of this agreement (Terms and Conditions of Exhibiting) is found to be unenforceable the remainder shall still bind the parties.

The exhibitor must have Public Liability Insurance in place for their services / products.

Force Majeure

If the Event is abandoned, cancelled, or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lock out, civil disturbance, inevitable accident, the non-availability of the venue, royal mourning or any other cause not within the control of the Organisers, the Organisers may at their discretion repay the space fees and charges for hire of furniture paid by the Exhibitor, or part thereof, but shall be under no obligation to do so. The Organisers shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or

expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as a result of the happening of such an event.