

TERMS AND CONDITIONS

EXHIBITION – BRITISH ASSOCIATION OF DERMATOLOGISTS 99th ANNUAL MEETING

The Arena and Convention Centre,
Liverpool
2 – 4 JULY 2019

1. DEFINITIONS

In these Terms and Conditions, the term:

Exhibitor shall mean the person, firm or company to whom exhibition space has been allocated;

Exhibition shall mean the British Association of Dermatologists' 2019 Exhibition;

Event Organiser shall mean Conference and Event Services from the British Association of Dermatologists;

Event Organiser's Contact Address shall mean BAD, 4 Fitzroy Square, London, W1T 5HQ, tel. +44 (0) 20 7391 6358, email: conference@bad.org.uk (or such other contact details as may be notified by the Event Organiser)

Space Application Form shall mean the form supplied by the Event Organiser for the purposes of applying for exhibition space;

Venue shall mean The Arena and Convention Centre, Liverpool, United Kingdom

Venue Owner shall mean Arena and Convention Centre Liverpool Registered in England and Wales Number: 5204033.

Venue Owner's Requirements shall mean all the rules and regulations of the Venue Owner (including security, safety, fire and traffic requirements) and shall be supplied by the Event Organiser at the request of the Exhibitor.

2. GENERAL

These Terms and Conditions together with the Space Application Form shall form the contract between the Exhibitor and the Event Organiser and shall be governed by English law and the parties shall submit to the jurisdiction of the English courts.

3. OPENING HOURS

3.1 The Exhibition will be held at the Venue and will open as follows (Opening Hours):

- **Tuesday 2 July 2019: 10:00 – 17:00**
- **Wednesday 3 July 2019: 08:30 – 17:00**
- **Thursday 4 July 2019: 08:30 – 14:00**

3.2 During Opening Hours stands and exhibits must be available for viewing and must be manned by a representative of the relevant Exhibitor.

4. INSTALLATION AND DISMANTLING OF STANDS AND EXHIBITS

4.1 Installation and erection of stands and exhibits will take place between **30 June 2019** from 10:00 to 18:00 and **1 July 2019** from 08:00 – 20:00 (Installation Period).

4.2 Dismantling of stands and exhibits will take place on **Thursday 4 July 2019** from 14:30 – 21:00 (Dismantling Period).

4.3 The Exhibitor must not dismantle any part of their stand or exhibit prior to the Dismantling Period. Any Exhibitor failing to comply with this clause may be prohibited from participating in future exhibitions.

4.4 The Exhibitor must vacate the Venue and remove all stands, exhibits, exhibition materials and all other property from the Venue no later than **21:00 on 4 July 2019**. Any exhibitor failing to do so, will be held liable to pay any penalties that may be imposed by the Venue Owner and for all other such losses so incurred.

4.5 Any property remaining at the Venue after the end of the Dismantling Period may be removed and sold or otherwise disposed of by the Event Organiser at the Exhibitor's expense.

5. VEHICLE ACCESS

Vehicles will only be allowed access to the Venue during the Installation Period and Dismantling Period.

6. STANDS AND EXHIBITS

6.1 There will be no shell schemes fitted at the Venue but a contractor will be appointed by the Event Organiser.

6.2 Any electrical work required must be carried out at the Exhibitor's risk and expense by a contractor appointed by the Event Organiser.

6.3 The Event Organiser accepts no responsibility for any failure on part of the contractor(s) to be appointed to carry out any work, including (but not limited to) work detailed at clause 6.1 and 6.2, whether satisfactorily or at all.

6.4 The Exhibitor will not be permitted to erect any display goods, signs or structures, in such a manner as, in the opinion of the Event Organiser obstructs the light or impedes the viewing along the open spaces or gangways, or occasions inconvenience or otherwise affects the display of other Exhibitors and must exercise due care and attention to neighbouring stands and exhibits.

6.5 All goods and materials belonging to the Exhibitor and delivered to the Venue must enter by the specified entrances (such specified entrance to be made known to the Exhibitor prior to the Exhibition) and must be accompanied or received by a representative of the relevant Exhibitor.

7. HEALTH AND SAFETY

7.1 The Exhibitor must conform to all current UK and European Health and Safety regulations, including, but not limited to The Health and Safety at Work etc. Act 1974 (as amended from time to time) (the Act) and the Venue Owner's Requirements.

7.2 The Exhibitor shall indemnify the Event Organiser against any losses or claims arising out of any breaches by the Exhibitor of all current UK and European Health and Safety regulations, including, but not limited to the Act and the Venue Owner's Requirements.

7.3 The Venue Owner together with the relevant local authority reserves the right to inspect stands and exhibits throughout the Installation Period, Opening Hours and Dismantling Period.

8. FIRE PRECAUTIONS

All materials used in construction work and displays must be fireproofed, or made of non-flammable materials and the exhibitor must comply with any reasonable instruction given by the Event Organiser or the Venue Owner to avoid the risk of fire.

9. DAMAGE TO THE VENUE

No nails, screws or other fixtures may be driven into any part of the Venue building and the Exhibitor responsible for any such damage shall be liable to make good the damage at his own expense.

10. SECURITY

Identification badges will be issued by the Event Organiser and must be worn by the Exhibitor (and their employees and agents) at all times during the Installation Period, Opening Hours and Dismantling Period.

11. VENUE LAYOUT

The Event Organiser reserves the right to amend the allocation of space if requested by the Venue Owner or relevant local authority fire officers.

12. APPLICATION FOR EXHIBITION SPACE

12.1 Applications must be made on the Space Application Form and emailed to the Event Organiser's Contact Address conference@bad.org.uk.

12.2 Bookings cannot be accepted by telephone.

13. PAYMENT

13.1 On acceptance of the Space Application Form, the Event Organiser will issue an invoice to the Exhibitor for a non-refundable 25% of the total cost of the space booked plus VAT (Deposit), which must then be paid within 30 days of the date of that invoice.

13.2 Exhibitors will receive confirmation of their stand space on receipt of the Deposit payment. The Event Organiser reserves the right to reallocate the Exhibitor's space if the Deposit is not received within 30 days of the date of invoice.

13.3 The Event Organiser will then issue an invoice on **1 February 2019** to the Exhibitor for the balance of that total cost plus VAT (Final Payment) which must be paid by the Exhibitor on or before close of business on **2nd March 2019**.

13.4 If the Final Payment has not been paid by the Exhibitor on or before the close of business on **4th March 2019**, the Event Organiser reserves the right to reallocate the Exhibitor's space and to refuse the Exhibitor entry to the Venue for the purposes of installing or erecting stands and exhibits.

13.5 On acceptance of any Space Application Forms on or after **1 February 2019**, the Event Organiser will issue an invoice to the Exhibitor for the total cost plus VAT to be paid within 30 days of the date of that invoice and in any event to be paid no later than close of business on **5 April 2019**.

14. ALLOCATION OF EXHIBITION SPACE

Subject to the availability of exhibition space, every reasonable effort shall be made to allocate the Exhibitor the space that has been requested on the completed Space Application Form. However, the Event Organiser reserves the right in its sole discretion to reallocate space at any time (such reallocated space to be no less gross floor area than that on the completed Space Application Form).

15. ADVERTISING

All printed matter or advertisements intended for distribution in the Exhibition may only be distributed from the Exhibitor's stand and shall not be distributed in any other part or outside of the Venue. Exhibitors must not station representatives in the aisles, or place anything over them, or upon any space other than that allocated to them. Representatives must not circulate through the Exhibition halls for advertising purposes or use any audible means of attracting the attention of visitors to the annoyance or inconvenience of other Exhibitors.

16. CANCELLATION

16.1 All cancellations must be in writing to the Event Organiser. All such cancellations must be emailed or posted to the Event Organiser's contact address.

16.2 Cancellations received before the close of business on **4 March 2019** will receive a full refund of monies paid, less the 25% plus VAT deposit.

16.2 Any Exhibitor cancelling after close of business on **4 March 2019** will be liable for the total cost of the space plus VAT.

16.3 If the Exhibition is cancelled or abandoned by reason of war, fire, terrorism, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident, the non-availability of the exhibition premises, or any other cause not within the control of the Event Organiser, whether without limitation or not, the Event Organiser may subject to the deduction of any sums that the Event Organiser has or will be required to incur repay the rental paid by the Exhibitor or part thereof, but shall be under no liability to the Exhibitor in respect of action, claims, losses (including consequential losses), costs, expenses whatsoever which may be brought against or suffered or incurred by the exhibitor, as the result of the happening of any such events.

17. LIABILITY

17.1 The Event Organiser shall not be liable whether in contract, tort or otherwise for any loss or damage caused other than as a result of the Event Organiser's negligence or wilful misconduct and shall not be liable for any indirect, incidental special or consequential loss or damage, loss or profit, revenue or goodwill.

17.2 The Exhibitor shall be responsible for and indemnify the Event Organiser against all claims and expenses arising from loss, damage or injury caused by them or their agents or employees.

17.3 The limitations set out in this clause shall not apply to death or personal injury caused by the Event Organiser's negligence, wilful misconduct or default.

18. INSURANCE

The Exhibitor is required to take out the appropriate insurance, (including, but not limited to, Public Liability Insurance) and are advised to cover themselves fully against all risks at the Exhibition.

19. ASSIGNMENT

The Exhibitor may not assign, sub-let or grant licences, in respect of the whole or any part of the space allotted to them, nor may any cards, advertisements, or printed matter of firms or companies who are not Exhibitors be exhibited or distributed from any stand or exhibit.

20. TERMINATION

20.1 The Event Organiser will have the right to terminate its contract with the Exhibitor and to retain payment already made by the Exhibitor under this contract if:

20.1.1 the Exhibitor becomes bankrupt or (being a company) an order is passed for the bankruptcy or winding up of the Exhibitor (other than voluntarily for the purpose of solvent amalgamation or reconstruction);

20.1.2 an order is made for the appointment of an administrator to manage the affairs, business and property of the Exhibitor or documents or filed with a court or competent jurisdiction for the appointment of an administrator or notice of intention to appoint an administrator is given by the Exhibitor, its directors or by qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

20.1.3 a receiver is appointed over any of the Exhibitor's assets or if circumstances arise which entitle a court to appoint a receiver or manager if any person takes possession of or sells the Exhibitor's assets;

20.1.4 the Exhibitor makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;

20.1.5 the Event Organiser has reasonable grounds for believing that the Exhibitor or its servants, agents or employees may before, during or after the Exhibition endanger public order or the safety of any person, or encourage any written, verbal and or physical behaviour which is obscene, immoral or illegal or cause damage to property; or

20.1.6 the Exhibitor commits a material breach of any of these Terms and Conditions and fails to remedy that breach within 30 days of the date of the breach.

21. GENERAL INSTRUCTION AND REGULATIONS

For the avoidance of doubt, the Exhibitor must comply with the Venue Owner's Requirements and all statutory regulations having effect at the Venue.

22. UNOFFICIAL SATELLITE MEETINGS

Exhibiting companies must agree to not hold any unofficial satellite meetings within a 5 mile radius of the conference venue for the duration of the meeting open days. This should include time taken to transport delegates to evening social events.

23. PUBLIC STATEMENTS

Any public statements made by companies conducting surveys at the BAD Annual Meeting or during their symposium are subject to approval by the BAD.

24. HIGH VISIBILITY JACKETS

ACC Liverpool venue has a high visibility policy, so they must be worn at all times during build and break down. Please bring your own or you will need to purchase them from the venue.

