

# Terms & Conditions

## 1. Definitions –

In these Terms and Conditions the term ‘Exhibitor’ shall mean any company, partnership, firm, organisation or individual to whom stand space has been allocated for the purposes of exhibiting, advertising and promotion and shall include their employees, contractors, suppliers and agents. The term “Sponsor” shall mean any company, partnership, firm, organisation or individual who pays a fee to sponsor and badge event activities for the purposes of promotion and shall include their employees, contractors, suppliers and agents.

The term “Event” shall mean any exhibition or event run by FE Week and in particular shall mean the event detailed on the Exhibition Space & Sponsorship Form. The term ‘Venue’ shall mean any exhibition hall, conference facility, hotel or other such building and in particular shall mean the Venue listed in the Exhibition Space & Sponsorship Form and anywhere within the precincts of such location under the control of FE Week for the purposes and duration of the Event.

The term ‘Contract’ shall mean the agreement which is formed by the acceptance of the booking in accordance with clause 3.

## 2. Venue terms and conditions –

Exhibitors/ Sponsors must at all times adhere to the Venue’s terms and conditions and follow any reasonable instructions provided by the Venue and/or FE Week. The Venue’s terms and conditions will be sent to the Exhibitor/ Sponsor as part of the booking pack and the Exhibitor/Sponsor agrees that any booking they make is subject to the Venue’s terms and conditions being agreed; in the event that the Exhibitor/Sponsor do not receive the Venue’s terms and conditions with the booking pack the Exhibitor/Sponsor will not book themselves into the Event until such terms and conditions are received from FE Week and agreed by the Exhibitor/ Sponsor.

## 3. Stand bookings & contracting –

Bookings for stand space must be in writing on an Exhibition Space & Sponsorship Form. No application will be considered valid until such a signed document is received. Submission of the Exhibition Space & Sponsorship Form and subsequent notification of acceptance by FE Week constitutes a binding contract. FE Week reserves the right to refuse any application without assigning any reason.

## 4. Stand charges and payment –

All Stand rental charges and sponsorship opportunities and services are based on the cost to FE Week of goods, materials, labour and transport, including the cost of conforming to obligations imposed by statute or government order ruling at the time when such prices were quoted. While every effort will be made to contain costs, in the Event of excessive increases in such costs before completion of work, the right is reserved by FE Week to make corresponding increases in charges.

Payment is due 30 days from the date of the invoice, or thirty days prior to the first day of the Event, whichever is the earliest. Failure to settle the invoice within these terms will leave your booking liable to cancellation in order that FE Week has the opportunity to reassign the space or sponsorship opportunity to another party. No organisation will be permitted to attend the Event as an Exhibitor/ Sponsor if these terms are not fully adhered to.

## 5. Duration of Event –

Exhibitors/Sponsor should refer to their exhibitor pack for confirmed opening, set up and breakdown times.

## 6. Subletting and sharing of stands –

Exhibitors shall neither share nor sublet the whole or part of the stand allocated to them with another organisation without the written consent of FE Week.

## 7. Amendment of site plan and venue -

Whilst every endeavour is made to preserve the published plan of the Exhibition or the location of the Venue, FE Week shall be entitled to vary the layout or change the Venue if it is believed by FE Week to be in the best interests of the Event, or for any reason beyond their control.

- a) The Exhibitor/ Sponsor materially breaches the terms of the Contract or
- b) That in FE Week's sole discretion, it becomes aware that the Exhibitors/Sponsors attendance at the Event or FE Week's association with the Exhibitor/Sponsor may :  
Bring the Event or FE Week it into disrepute,
  - i) Require (or it being reasonably prudent to require) FE Week to incur additional costs by virtue of the Exhibitor's/ Sponsor's attendance (which FE Week may alternatively opt to offer for the
  - ii) Exhibitor/Sponsor to pay in consideration for not terminating this Contract) ,
  - iii) Has or is likely to have the consequence of causing a demonstration or other form of unrest at or in close proximity to the Event or any FE Week premises before or after the Event.

## 8. FE Week and Exhibitor/Sponsor cancellation -

In addition to any rights contained within Clause 9, FE Week may terminate an Exhibitor's/Sponsor's booking upon 2 days written notice to the Exhibitor/Sponsor in the Event that

In the foregoing circumstances set out in b) of this clause 8, FE Week shall refund the fees paid by the Exhibitor/ Sponsor to FE Week but shall not otherwise be liable for any costs, charges, fees or any losses howsoever the Exhibitor/Sponsor may suffer or incur as a direct or indirect result of FE Week's termination. An Exhibitor/ Sponsor cancelling or reducing its booking after an official application has been accepted will be liable for payment of the total fee for the original booking.

## 9. Event postponement or abandonment -

FE Week expressly excludes any liability in respect of any actions, claims, losses (including without limitation consequential losses), damages, costs or expenses whatsoever which may be brought, suffered or incurred by the Exhibitor/ Sponsor or its employees, sub-contractors or agents as a result of the prevention, postponement or cancellation of an Event or the Venue becoming wholly or partially unavailable for the running of the Event.

FE Week will repay any fee paid by an Exhibitor/ Sponsor in respect of a cancelled Event, and FE Week will repay any rental paid if a postponement to the Event means that it will no longer take place on the date envisaged and the Exhibitor/ Sponsor doesn't wish to attend the rescheduled Event. Save as detailed herein FE Week shall be under no liability to the Exhibitor/ Sponsor in respect of any actions, claims, losses (including consequential loss), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor/ Sponsor as the result of the happening of any such events. If, at the sole discretion of FE Week, rearrangement or postponement of the period of the Event or by substitution of another hall or building or by any other reasonable manner the Event can be carried out, this Contract shall be binding upon the parties, except as to size and position of stands and sponsored workshops (and related activities), as FE Week may (as it considers necessary) make modifications, substitutions or rearrangements thereto. For the avoidance of doubt nothing within this clause limits or excludes FE Week's liability for death or personal injury or any other matter for which liability cannot be limited at law.

## 10. Insurance and liability -

The Exhibitor/ Sponsor agrees and acknowledges that it is responsible for safeguarding its possessions, materials and property during the Event. The Exhibitor/ Sponsor shall be responsible and liable for all losses (including direct and consequential losses), damage, claims proceedings and demands arising out of injury to any person or damage to any property, materials or possessions by reason of the works, acts or omissions of the Exhibitor/ Sponsor, its employees, servants or agents and for any loss or damage (including without limitation consequential losses) caused to the Venue, fittings supplied within the cost of participation and to any third parties howsoever arising as a result of the acts or omissions (or failure to act) of the Exhibitor/Sponsor his employees, sub-contractors or agents. FE Week expressly declines any responsibility for the safety of possessions, materials or property of the Exhibitor/Sponsor or their employees, contractors, suppliers and agents or any other person, for

loss, damage, destruction by theft, fire or any other cause, save and except in all cases in this clause 10 for any death or personal injury caused by FE Week's negligence or as otherwise unable to be excluded by law.

FE Week and its contractors exclude any liability by reason of a force majeure event including fire, storm, lightning, explosion, national emergency, war, terrorism, or threats of war or terrorism, labour disputes, strikes, lockouts, civil disturbance, inevitable accident, or for any other cause not within the control of FE Week whether of the same kind or not. As FE Week and its contractors will accept no responsibility for any of the foregoing matters, Exhibitor/ Sponsors should affect their own insurance against any risk of any loss, damage, injury or liability relating thereto.

### **11. Indemnity -**

The Exhibitor/ Sponsor hereby indemnifies FE Week against any loss, damages or expenses incurred or suffered by FE Week (including consequential loss which shall include but not be limited to loss of profit, loss of anticipated savings and other economic loss) as a direct result of an act or omission on the part of the Exhibitor/ Sponsor in relation to the Contract.

### **12. Health and safety -**

It is the responsibility of the Exhibitor/ Sponsor to ensure that its contractors, employees and agents, comply with the latest legislation regarding Health and Safety at Work requirements.

### **13. Promotional matter -**

All printed matter or advertisements of any kind intended for distribution in the Exhibition may only be distributed from the Exhibitor/ Sponsor's stand and workshop space and shall not be distributed in any other location including within the building or in the neighbourhood of the entrance or exits. Exhibitor/ Sponsors must not station any attendant in the gangways or place anything in or over them or upon any space other than that allocated to them. Attendants must not circulate through the Exhibition areas for promotional or delegate scanning purposes or use audible means of attracting the attention of visitors to the annoyance or inconvenience of other Exhibitor/ Sponsors. Any promotional matter related to competitions, prizes, awards, gifts must first have been submitted to FE Week for approval. FE Week has the right to request withdrawal of any promotional material in any media or any promotional activity should this cause disturbance or annoyance or is objected to on the grounds of legality, decency or honesty.

### **14. Fitting regulations -**

Under no circumstances may Exhibitors/Sponsors alter or add to the external structure of the stands. Further interior design, fittings, lighting, decorations may be added at the Exhibitors' expense subject to the compliance with these regulations and any requirements of the local or other authority at the time. Exhibitors are deemed to have knowledge of such requirements and regulations and are bound thereby and are required to indemnify FE Week and its contractors against any claim, action, loss or liability occasioned by any breach thereof. The total enclosure of any stand shall not be permitted.

Exhibitors and their contractors may not interfere with the Venue building in anyway whatsoever and any damage caused by their acts will be the responsibility of the Exhibitor, who will be required to indemnify FE Week and its contractors against any claim arising from such damage. In addition all work carried out by or on behalf of the Exhibitor including stand interior, construction, stand fittings, electrical work and decoration must be by members of the appropriate trade unions in accordance with the construction and working rule or other property of any Exhibitor or of any person, or for the agreements issued by and under the authority of the National Joint Councils of the Exhibition Industry.

Any Exhibitor or Exhibitor's contractor who obstructs FE Week's Exhibition contractor will be liable to a fee of not less than the price of a 4sqm stand, and the Exhibitor will indemnify FE Week against any cost that may arise as a result of the exhibition build up, and/or breakdown schedule. In all cases FE Week reserves the right to remove

any stand where FE Week becomes aware that it is a risk and the Exhibitor fails to adhere to its reasonable requests. Exhibitors/Sponsors must keep all materials and furniture within the boundaries of their own stand and not obstruct aisles for reasons of health and safety.

## **15. Stand design -**

In the instance of an Exhibitor not requiring the use of a shell scheme provided by FE Week's contractors and wishing to erect his or her own construction in the space allotted, plans must be submitted in full to FE Week not later than 30 days before the opening of the intended Exhibition. FE Week retains the right to refuse, amend or otherwise deal with any plan as deemed necessary.

## **16. Special hazards -**

Any exhibit which may be regarded as constituting a special risk or hazard or dangers must be notified to FE Week at least one month in advance of the opening of the Exhibition. The Exhibitor/ Sponsor must at his or her own expense comply with any conditions or safety precaution FE Week, Venue licensor or local authority may impose. FE Week reserve the right to reject any exhibit that it regards as a risk, which has not been notified to FE Week and approved by it in accordance with this clause.

## **17. Disposal of waste -**

It is the responsibility of the Exhibitor to ensure that all debris and waste material arising from his or her own stand fitting is completely removed from the Exhibition area prior to the opening of the Exhibition. Failure to comply with this procedure shall render the Exhibitor liable for the cost of clearance by FE Week.

## **18. Staffing and stand displays -**

Exhibitors must ensure that their stand is ready at least one hour prior to the opening of the Exhibition each day. Stands must be fully staffed and stocked at all times. Exhibits are not to be removed until the exhibition has closed and any Exhibitor closing their stand before that time without the permission of FE Week will be liable to an early closing fee of 25% of the total stand cost + VAT. There is a limit of two persons per 2mx2m stand or eight persons per 8mx2m stand. Additional persons may be permitted at FE Week's sole discretion and subject to the payment of additional charges.

## **19. Hospitality -**

Exhibitors/ sponsors are not permitted to offer or distribute refreshments including alcoholic or non-alcoholic drinks or food without the permission of FE Week.

## **20. Security -**

Security will be provided at the absolute discretion of FE Week or its contractors but they cannot accept liability for any loss or damage that may occur. Lapel badges must be worn at all times by the Exhibitor/ sponsor and his staff whilst in the Venue and in all other areas within the full control of FE Week for the duration of the Event.

## **21. Smoking -**

Smoking is not permitted in the Venue or any other area under the control of FE Week.

## **22. Variations -**

Variations from any of these Terms and Conditions may be granted at FE Week's discretion. No variation will be effective unless it is given in writing.

## **23. Waiver -**

Failure or neglect by FE Week to enforce at any time any of the provisions hereof shall not be construed nor shall it be deemed to be a waiver of their rights hereunder nor in any way affect the validity of the whole or any part of the Contract nor prejudice FE Week's rights to take subsequent action.

**24. Enforceability -**

If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

**25. Third parties -**

The parties agree that no third party shall be entitled to enforce any rights under the Contract. The parties hereby exclude the operation of the Contracts (Rights of Third Parties) Act 1999. Nothing in the Contract shall be deemed to constitute a partnership between the parties.

**26. Notices -**

Any notices to be served on either of the Exhibitor/ Sponsor or FE Week by the other shall be sent by pre-paid recorded delivery post, facsimile or electronic mail to the address of the other, and shall be deemed to be received by the addressee within 72 hours of posting or 24 hours if sent by facsimile or on sending it by electronic mail to the correct facsimile number or electronic mail address provided that no message is received by the sender in the case of electronic mail that such message was not delivered.

**27. Law -**

Each Contract concluded under these Terms and Conditions shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

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These terms are in conjunction with the booking form and I confirm my acceptance by signing below.

Name: .....

Position: .....

Company: .....

Date: .....

Please return a signed scanned copy of this page only to:

[abichuraman@summerhouseeducation.com](mailto:abichuraman@summerhouseeducation.com)

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