

## BOA Exhibition Stand and Sponsorship Terms and Conditions 2018

1. **Definitions.** In these Terms and Conditions the term “EXHIBITOR” shall include all employees, servants and agents of any Company, Partnership, Firm or individual to whom stand space has been allocated for the purpose of exhibiting. The term ‘EXHIBITION’ and ‘ORGANISERS’ shall mean ‘THE BRITISH ORTHOPAEDIC ASSOCIATION’

2. **Duration of the Exhibition.** The exhibition will be open as follows:-

Tuesday 25 September	08.00 hrs – 17.00 hrs
Wednesday 26 September	08.00 hrs – 17.00 hrs
Thursday 27 September	08.00 hrs – 14.00 hrs

Stands must be open and fully staffed during these hours.

3. **Cost of Participation.** The cost of participation in the exhibition is:-

Option A)	Shell scheme	-	£322 per sq. metre
Option B)	Floor space only	-	£302 per sq. metre
	(Minimum size 12 sq. m)		

The Shell Scheme will include rear and side walls; fascia with one company nameboard/stand number per open front. The floors will be fully carpeted. Also included in the cost of participation is stand cleaning; name badges for stand personnel; 75 word editorial entry in the meeting programme and Congress App; a copy of the delegate list; free coffee, tea and lunch; the full services of the Organisers and their staff. Additional requirements such as electrical services and furniture are available through the Organisers and will incur additional charges. Costs are based on current labour rates and may be subject to alteration in the event of any substantial change. Value Added Tax at the standard rate in force is chargeable.

4. **Application for Stand Space.** Application for stand space must be made on the official stand application/contract form. Stand space will be allocated on a ‘first come – first served’ basis, and where practicable, in accordance with the Exhibitor’s choice and preference. The submission of any application in the manner and on the form provided, together with the final allocation by the Organisers and the acceptance by the Exhibitor of stand space, shall be deemed to be a contract in acceptance of and in accordance with these Terms and Conditions. The stand application form must list all firms being represented by the Exhibitor. The Organisers shall reserve the right to refuse any application for stand space or prohibit any exhibit without assigning any reason for such refusal or prohibition. Should it be necessary to revise the layout of the Exhibition for any purpose, the Organisers reserve the right to alter the positions of stands as, in their opinion, may be required in the best interest of the Exhibitors.

5. **Payment.** A deposit of 25% (inclusive of VAT at the rate in force at time of application) of the total cost must accompany each application. This deposit is NOT normally refundable after stand space has been allocated. (See Section 6 below). The remaining balance of 75% must be paid as invoiced and in any case no later than 27 July 2018. If this balance is not paid by the due date, any previous deposits paid may be forfeited and the stand space re-allocated.

In the case of applications after 27 July 2018, the full cost is payable immediately upon receipt of the Organisers' invoice. In the event of an application not being accepted by the Organisers, any payments received will be returned to the applicant. Full payment must be received before occupation of stand space.

6. **Cancellation or Reduction of Stand Space.** If an Exhibitor cancels or reduces his stand space after it has been allocated and contracted he will automatically forfeit 25% of the cost of the stand.
  - a) Cancellation automatically forfeits 25% of the cost of the stand
  - b) Cancellation 1st May – 27 July 2018, exhibitor is liable for 75% of the cost of the stand
  - c) Cancellation after 28 July 2018, exhibitor is liable for 100% of the cost of the stand
7. **Bankruptcy or Liquidation.** In the event of an Exhibitor becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or re-construction), or having a Receiver appointed, the contract with such an Exhibitor shall terminate forthwith; the allotment of stand space shall be cancelled and all sums paid by the Exhibitor under the Contract shall be forfeited.
8. **Insurance.** The exhibitor must be responsible for safe-guarding and insuring his own exhibits and property and also be responsible for any loss or damage caused to any property of the exhibition hall owners including the exhibition hall structure and fittings; any goods materials or fittings supplied by the Organisers, contractors or suppliers; and to third parties. The Organisers are not responsible for the safety of any exhibit or other property of the Exhibitor or any other person or for loss, damage or destruction by theft, fire or any other cause, or for loss, damage or injury sustained by the Exhibitor or other person. This is whether by reason of any defect in the exhibition hall caused by fire, storm, lightning, explosion, national emergency, war, labour disputes, strikes, lock-outs, civil disturbance, inevitable accident, force majeure or for any other cause not within the control of the Organisers whether of the same kind or not. No responsibility can be accepted for any consequence of prevention, postponement or abandonment of the Exhibition. The Exhibitor agrees and undertakes to secure his own insurance to cover all liabilities and risks.
9. **Postponement or Abandonment.** The Exhibitor shall have no claim against the Organisers in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Exhibition, or of the Exhibition hall becoming wholly or partially unavailable for the holding of the Exhibition by reason of happenings of any of the events referred to in Section 8 above being beyond the Organisers' control. The Organisers may at their entire discretion repay the rental paid by the Exhibitor or part thereof, but shall be under no obligation to repay the whole or part of such rental, and 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 the result of the happening of any such events. If, in the opinion of the Organisers, re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall or building or by any other reasonable manner the Exhibition can be carried through, the contract for stand space shall be binding upon the parties, except as to size and position of stands, as to which any modifications, substitutions or re-arrangement they consider necessary shall be determined by the Organisers.
10. **Occupation of Stand Space.** The Exhibitor, his employees, servants, agents and contractors, may enter the Exhibition premises for the purpose of erecting, installing and preparing his exhibits on Sunday 23 September and Monday 24 September at times to be advised. All stands must be completed and ready for the Exhibition opening by 08.00 hrs on Tuesday 25 September 2018.

In the event of an Exhibitor failing to take possession of his allocated stand space, the Organisers reserve the right to re-allocate or otherwise deal with the stand space as they do decide. The charges for such allocated stand space will nevertheless remain due to the Organisers. The Organisers shall have the right to refuse to permit the Exhibitor to occupy or use the stand space until all the sums due to the Organisers from the said Exhibitor have been paid.

11. **Failure to Vacate.** If the Exhibitor, or his servants, agents or sub-contractors should fail to remove all his property or otherwise fail to vacate the Exhibition premises by the end of tenancy due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by ICC Birmingham, or any other losses and costs incurred by the Organisers as a result of the Exhibitor failing to vacate the premises by the agreed time and without prejudice to any other right or remedy of the Organisers, the Organisers may remove any property of the Exhibitor left in the Exhibition hall by the Exhibitor after the said time and the costs of such removal shall be paid by the Exhibitor to the Organisers on demand.
12. **Display Installation.** (i) No Exhibitor will be permitted to install his exhibits or display in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways. (ii) Gangways must be kept clear and free for passage and must not be littered or obstructed in any way. (iii) The Exhibitor must undertake to abide by the decision of the Organisers on all matters relating to the employment of labour in connection with the Exhibition. (iv) All electrical installations and connections must be carried out by the official electrical contractor. (v) No stand or display exposing an unfinished surface to neighbouring stands will be permitted, **nor may any walling be erected on the perimeter of a stand bordering a gangway which would impede the frontage or view from or into a neighbouring stand.** (vi) Plans for specially built individual stands other than those constructed within the standard shell scheme **must be submitted to the Organisers for approval before construction is ordered.**
13. **Prohibition of Transfer.** The Exhibitor agrees not to assign or sublet any stand space allocated to him without prior consent from the Organisers, nor to display or advertise goods or services other than those manufactured or carried by him in the normal course of business.
14. **Annoyance.** The Organisers reserve the right to regulate any activity on the part of any Exhibitor that may cause annoyance to other Exhibitors or visitors to the Exhibition. This includes excessive noise from working exhibits or sound equipment. Business must be conducted only from within the Exhibitor's own stand area. This includes the handing out of advertising material.
15. **Electrical Requirements.** Full lighting and power services will be available to Exhibitors through the official electrical contractor appointed by the Organisers. An Exhibitor may provide his own electrical fittings where such fittings are in the form of made up units, showcases, signs etc. complete and ready for connection to the mains supply. All electrical installations and connections must be carried out by the official electrical contractor.
16. **Stand Cleaning/Storage.** Whilst stand cleaning is included in the charge for stand space, the Exhibitor is responsible to the Organisers for seeing that his stand is maintained in a clean and orderly state during the open period of the exhibition. No storage space is available in the Exhibition hall and the Exhibitor must ensure that all packing materials and empty boxes are removed from the premises before the opening of the Exhibition.

17. **Dangerous Materials and Exhibits.** The Exhibitor must conform to the regulations and conditions concerning explosives and dangerous materials, combustible or otherwise, as laid down by local authorities and other statutory bodies. Any materials or exhibits not approved by these authorities or the Organisers must be removed from the premises.
18. **Fire Precautions.** All inflammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which the Exhibition may be subject. All electrical wiring and cables must be clear of the floor. No packing materials or empty boxes must be stored on or behind stands. Fire Points and Exits must be kept clear at all times. The Exhibitor must adhere to all fire and safety regulations which affect the Exhibition.
19. **Damage to Exhibition Hall.** No nails, screws or other fixtures may be driven into any part of the hall structure including floors. Care should be taken to avoid any damage to any part of the hall structure. Should any such damage or disfigurement occur, the Exhibitor shall be liable for any reparation charges incurred.
20. **Security.** Security staff will be on 24 hour duty throughout the period of tenancy of the Exhibition but shall be under no liability for loss or damage. Name badges must be worn at all times by Exhibitors.
21. **General Conditions.** The Organisers will be responsible at all times for the control of the Exhibition area. The Exhibitor is responsible for the supervision of his stand. Should any question arise that is not provided for within the foregoing Terms and Conditions, the Organisers undertake to give the fullest sympathetic consideration to the interests of the Exhibitor. Their decision must be accepted as final where the requirements for the correct conduct of the Exhibition make an immediate decision imperative, subject always to the proviso that matters in dispute may be referred to an independent arbitrator at the request of either side. The Exhibitor must comply with any regulation or requirements imposed on the Organisers by ICC Birmingham, the local authorities or any other competent authority.
22. **Exemptions.** Exemptions from any of these Terms and Conditions may be granted at the Organisers' discretion. No exemption will be effective unless it is given in writing.
23. **Law.** These Terms and Conditions and any contract included shall be governed by English Law.

#### EXHIBITORS GUIDE

**Technical information concerning the Exhibition together with Order Forms for ancillary services will be sent to the Exhibitor by the Organisers after application has been made and stand space allocated.**