

Sponsor/Exhibitor Terms and Conditions Cylch Conference

The 'Organiser' refers to Cylch – Wales Community Recycling Network

The 'Exhibitor' refers to any exhibitor or sponsor who has signed a booking form.

1. ALLOCATION OF SPACE

1.1 Every reasonable effort shall be made to allocate to the Exhibitor the stand space that has been requested on the completed booking form. However to facilitate an effective layout of the exhibition if the Organiser in its discretion believes it to be in the best interests of the Exhibition, the Organiser has the right in its sole discretion to reallocate stand space at any time. The reallocated space will be of no less gross floor area than that requested on the completed booking form.

1.2 Due to the customised lay out of the Exhibition the Organiser cannot agree how or where space will be allocated to other exhibitors and to whom.

1.3 The Organiser reserves the right in its sole discretion without being required to give notice to the Exhibitor to alter the content of, the layout of the Exhibition, the position of any stand, and the provision and the location of any facilities.

2. ASSIGNMENT

2.1 The Exhibitor shall not be entitled to sublet or share the whole or any part of the space allocated to the Exhibitor with any one else, without prior written permission from the Organiser. This condition shall not apply to any company that is a subsidiary company or a holding company of the Exhibitor or is a subsidiary of that holding company.

3. CANCELLATION OF BOOKING

3.1 In the event that an Exhibitor either wishes to cancel this booking after the submission to the Organiser of a completed Booking Form or fails to meet any of the payment obligations set out below or requests a reduction in the size of the stand space then the Organiser reserves the right to make the following charges by way of compensation to the for the loss of Organiser revenue from the loss or amendment to the booking and any administrative costs incurred and to reallocate such space:

6 months before the event	30% of the total cost
3 months before the event	50% of the total cost
1 months before the event	100% of the total cost

Such charges are subject to value added tax and are payable in full on presentation of the Organiser's invoice.

Any Exhibitor company that does not attend to fill or use their booked space shall still be liable to pay the full charges for that space.

4. CANVASSING OF DELEGATES

4.1 Canvassing of delegates and other attendees, at the event, may only be undertaken from the Exhibitor's stand, unless by prior arrangement this is undertaken by staff or agents of the Organiser.

4.2 Exhibition stands must not be used for any proactive recruitment.

4.3 The employee's agents and representatives of any Exhibitor found to be infringing on these conditions will be asked immediately to leave the venue.

4.4 Exhibitors must not set up any equipment outside the area of the allocated stand space, in particular but not limited to within gangways or walkways. No equipment must be set up that might cause annoyance or interference to any other exhibitor such as by emissions of sound, vibration, light or smell or other sensory effects.

4.5 The Organiser reserves the right to enter any stand and to remove (and shall not be liable to the Exhibitor for any damage caused or loss of business or revenue from the removal) any such unauthorised or offending equipment.

5. CONTRACT

5.1 Acknowledgement by the Organiser of a completed Exhibition Space Booking Form shall constitute a contract between the Exhibitor and the Organiser to which these terms and conditions shall apply.

6. DISTRIBUTION OF ADVERTISING MATERIAL

6.1 Please note that no advertising material may be distributed in public areas of the exhibition or venue. Such material may only be distributed by the Exhibitor from its allocated space. Any employee agent or representatives of any Exhibitor found to be infringing this condition will be required immediately to leave the venue.

7. EXCLUSION OF PERSONNEL

7.1 The Organiser reserves the right to exclude or remove from the venue any person who causes any nuisance or annoyance to the Organiser, the providers of the venue and any of its facilities any other exhibitor delegate or attendee.

8. EXHIBITOR'S REPRESENTATIVES

8.1 The Exhibitor must supply to the Organiser the name, contact telephone number and mobile number of at least one person to be its representative in connection with the installation, operation and removal of its exhibits.

8.2 The Exhibitor will be required to provide the Organiser at least two weeks in advance of the first date the exhibition is open to delegates with a list detailing the personnel who will be present on the stand and the day(s) on which each person is likely to be in attendance.

9. HEALTH AND SAFETY

9.1 The Organiser, and the providers of the venue all exhibitors and contractors have various duties under the Health & Safety at Work Act 1974, the Licensing Authorities licensing conditions and its own safe working procedures to ensure, so far as is reasonably practicable, that work carried out at the venue is done with proper regard to safety. Exhibitors and their contractors must comply with all proper requirements made of them.

10. DISABILITY ACT

10.1 Exhibitors are to ensure all stands and displays comply with legislation under the Disability Discrimination Act 2004.

11. PAINTS, SOLVENTS AND CHEMICALS

11.1 The Licensee shall notify the Company in accordance with Para 222 of the use of paints, solvents and chemicals. At the end of the Licence Period, the Licensee shall remove from the Premises all paints, solvents, sodium lamps, fluorescent tubes and chemicals. Those requiring disposal shall be removed by an approved waste carrier, and taken to a waste manager licensed to accept this type of waste. The Company can quote on request for making the necessary arrangements.

12. PAINTING

12.1 The Company will not permit the use of paint sprayers by exhibition contractors in any part of the venue.

12.2 Any paint deposited on the building structure, floors, equipment etc. in the course of decorating exhibition stands, structures, etc. or by spillage or any other means will be removed by the Company and the Licensee charged with the cost of this work

13. INSURANCE

13.1 The Exhibitor must have public liability insurance providing a minimum limit of indemnity of £2,000,000 in respect any one claim arising from any incident at the venue, including any incident arising during the build-up and breakdown periods. The Organiser reserves the right to have written particulars of such cover prior to the Exhibitor being allowed access to the venue.

13.2 The Exhibitor must effect all other prudent insurances for such sums and risks as the Exhibitor deems necessary after taking the advice of a broker.

13.3 Whilst we take every precaution to protect your property during the event, we are not responsible for any loss or damage. We recommend that you buy insurance cover. You are responsible for insuring against legal liability incurred in respect of bodily injury to third parties or damage to property belonging to third parties. In addition to this, you should protect your expenditure against Cancellation and Abandonment or Curtailment of the event due to reasons beyond our control. The Financial Services Authority regulations do not permit us to advise you on any insurance matter.

14. LIABILITY

14.1 Neither party shall be liable to the other for any failure to perform any of its obligations hereunder if and to the extent that such failure is wholly or directly caused by an act of God, refusal of licence or other government act, fire, explosion or industrial dispute or any other reason beyond a reasonable control of such party

14.2 The total liability of the Organiser to the Exhibitor for any direct loss or damage for something the Organiser or anyone who works for the Organiser does or does not do under this Agreement will be limited in the event of any one incident or series of related incidents to the amount of the charges.

14.3 In no event shall the Organiser be liable to the Exhibitor for any indirect special incidental or consequential losses including claims of third parties loss of profits revenue or goodwill suffered by the Exhibitor or any third party howsoever caused.

14.4 Nothing in this clause shall operate to remove or limit the Organiser's liability for death or personal injury caused by the Organiser or anyone who works for the Organiser.

15. PAYMENT TERMS

- 15.1 All fees must be paid prior to event opening.
- 15.2 All charges are subject to value added tax.

16. INTEREST FOR LATE PAYMENT

- 16.1 If any money due to the Organiser shall remain unpaid after the due date then the Organiser reserves the right to charge interest on the unpaid amount at 4% per year over Co-operative Bank base rate from time to time in force for the period from the due date and until payment (both before and after any judgment)

17. ENTIRE AGREEMENT

- 17.1 The Exhibition Booking Form and these terms and conditions contain the entire understanding between the parties and may not be altered orally.
- 17.2 No representation or warranty is given or made by the Organiser as to the success of the likely attendance at and the prospective business or otherwise to arise from the exhibition

18. LEGAL JURISDICTION

- 18.1 This agreement shall be governed by, and the parties hereby submit to, the jurisdiction of the Courts of England & Wales.