

## 1. Definitions

In these Terms and Conditions:

- 'The Exhibition' means Community Care Live
- 'The Organisers' means MA Education Ltd.
- 'Exhibitor' means any company or organisation, and the staff or the agents of any such company or organisation, contracting with the organisers to take stand space.
- 'The Venue' means Manchester Central Convention Complex.
- 'Official Contractor' means any contractor appointed by the Organisers

## 2. Timetable

- Build: 23 April 2018
- Set Up: Exhibitors to be issued with arrival details
- Show: 24 & 25 April 2018
- Breakdown: from close of show on 25 April 2018

Breakdown can commence after the show closes (**only if all visitors have left**) and must be finished by 7pm. In the event of the Exhibitor failing to comply with this condition, a charge shall be paid by the Exhibitor forthwith for every hour after the time which the said space shall remain unclear and unclean, and if the Exhibitor has failed to do such work, the Organisers may arrange for such work to be applied thereafter. The charge will be equivalent to the costs incurred by the Organisers as a result of failure to comply with these rules.

## 3. Application and Allocation of Space

Applications for space must be made on the approved documentation supplied by the Organisers. The Organisers reserve the right to accept or reject any application. Application for space by the Exhibitor, and the allotment of the same by the Organisers, shall constitute a contract subject to these Terms and Conditions and any regulations stated in the Exhibitor manual.

Every effort shall be made to allocate to the Exhibitor the stand space that has been ordered. However, to facilitate an effective layout of the Exhibition and if the Organisers believe it to be in the best interest of the Exhibition the Organisers have the right to make a stand space reallocation at any time provided that the reallocated stand space shall not be more than 10% greater or less than the stand space which has been booked.

## 4. Payment

Invoices for full payment will be sent end of January 2018. All invoices must be settled within 28 days of the invoice date. In the event that invoices are dated less than 28 days prior to the Exhibition build starting the full payment is due immediately. If payment is not received prior to the opening of the Exhibition, the Exhibitor will not be allowed to exhibit until full payment is made.

#### 5. Cancellation

An Exhibitor cancelling, reducing or withdrawing his application for stand space will still be liable for payment of the 100% of the original booking once MA Education Ltd are in receipt of the signed booking form. All cancellations MUST be made in writing by emailing [nicola.davies@markallengroup.com](mailto:nicola.davies@markallengroup.com)

#### 6. Abandonment and Limitation

In the event of any abandonment, postponement or limitation of the use of the Exhibition premises or of any of the services provided therein, resulting from unforeseen circumstances or intervention by an outside authority, or by a decision found necessary by the Organisers, an Exhibitor or his agent or contractors shall have no claim against the Organisers in respect of any resulting loss or damage and the Exhibitor's liability under this contract shall not be reduced.

The Organisers reserve the right to alter the layout of the Exhibition in any respect and at any time. Should it be necessary to rearrange the Exhibition or transfer to another room, the Organisers shall be entitled to allot alternative stands to Exhibitors as the Organisers may determine. The Organisers will not be liable to make any payment or compensation, and the Exhibitor will not be entitled to withdraw from his contract. The Provision of the Laws Reform (Frustrated Contracts) Act 1943 shall not apply to the Contract or any part thereof.

#### 7. Occupation of Space

A stand may only be occupied by the Exhibitor to whom it has been allocated and by his accredited agents as notified to and approved by the Organisers. Every Exhibitor should occupy the space allotted during the opening times. Should the Exhibitor fail to display, the Organisers reserve the right to deal with his space as they think fit. Every stand must be adequately staffed during the opening hours of the Exhibition. The Organisers and any other person either authorised by the Organisers or having an interest in the premises shall without notice be entitled to access at all reasonable times before, during and after the Exhibition to the Exhibitor's stand and for this purpose the Organisers or any person shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Exhibitor.

#### 8. Installation and Dismantling

The arrival, installation and removal of stands must conform to the timetable or to specific direction issued by the Organisers (see Clause 2). Each Exhibitor must arrange and pay for the conveyance of goods to and from his stand space in the Exhibition and for their installation and subsequent removal and disposal. Any property remaining after the end of the breakdown period (see Clause 2) may be removed and sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organisers. If the Exhibitor acts in breach of this provision he shall pay to the Organisers, by way of compensation for the detraction to the Exhibition's appearance and in addition to all sums otherwise payable to the Organisers under these Terms & Conditions, a sum equal to one third of the total amount payable by the Exhibitor for his allocated stand space.

#### 9. Shell Stands

Shell stands will be erected by the contractor appointed by the Organisers. No structural alterations to a shell stand will be allowed. Any additional work an Exhibitor may require on interior decoration and fitting out may be carried out by a contractor of the Exhibitor's choice and at the Exhibitor's expense. No display material may be attached to the shell scheme panels except by the approved fixing material and methods. Any damage to shell scheme panels will be charged to Exhibitors by the Organisers at replacement value. The wording on the fascia panel(s) of a shell scheme is restricted to the occupying Exhibitor's name and stand number only, in the style specified by the Organisers. The Exhibitor will be liable for all storage and handling charges resulting from his failure to remove all exhibits and display materials from his allocated stand space. The Exhibitor must surrender any occupied shell scheme in its original condition. The Exhibitor shall make good and indemnify the Organisers for any damage caused by the Exhibitor, his employees, agents or contractors to the Exhibition premises or to any shell scheme occupied by the Exhibitor.

#### 10. General Stand Requirements

All Exhibitors must comply with the requirements of the management of the venue – all Exhibitors are deemed as having notice of such requirements and regulations and bound thereby. No part of any stand may overhang any gangway or exceed the allotted boundaries of a stand space. Exhibitors must not display their goods so that, in the opinion of the Organisers, they distract the light or impede the view along open spaces or gangways or inconvenience other Exhibitors. Whilst every care is taken to ensure that stand spaces are of the dimensions stated at the time of accepting the Exhibitor's application for space, the Organisers shall not be liable for any variation that may occur. Exhibitors and/or their contractors are responsible for checking the accuracy of the marking out of their allotted stand spaces. No petrol spirit or other liquid vapour is to be brought into the Exhibition premises.

#### 11. Attendance

The Exhibitor acknowledges that the Organisers shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of visitors to attend the Exhibition for any reason beyond the reasonable control of the Organisers.

#### 12. Exclusion of Personnel

The Organisers reserve the right in their absolute discretion to exclude or remove from the Exhibition any person whose presence is or is likely to be undesirable and the Organisers may exercise such right notwithstanding that any such person is the employee, agent or contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibition.

#### 13. Undesirable Activities

If it appears to the Organisers that the Exhibitor may be engaged in activities which are deemed to be contrary to the best interests of the Exhibition or which are unethical or to be in breach of the law, the Organisers may, without being under any liability to refund or abate any charges paid or due

herein, cancel any stand space allocation which may have been made to the Exhibitor and require him forthwith to vacate the stand space allocated to him and refuse the Exhibitor the right to participate further in the Exhibition.

#### 14. Compliance with Regulations

The Exhibitor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organisers, the proprietors or managers of the Exhibition building or any municipal or other competent authority.

#### 15. Fire Precautions

All materials used for building, decoration, draping or covering stands must be non-flammable or made non-flammable by impregnation with fireproofing solution in such a way as to comply with the requirements of the Venue owners. The Exhibitor must comply with all managers of the Exhibition building or other competent authority.

#### 16. Contractors and Services

Other than for shell stand interiors, Exhibitors may only use the Official Contractors appointed by the Organisers for the services they may require. The Organisers reserve the right to change or appoint additional Official Contractors as may be found necessary.

Exhibitors must submit to the Organisers the names and address of the contractors they propose to employ to erect their stand on their allotted shell stand. Exhibitors may use only electricity for all lighting and power purposes. All electrical work must be carried out by the Official Contractor. The Exhibitor shall be responsible for settling all accounts for electrical work carried out on, and for electrical current consumed by the Exhibitor's stand or display directly with the contractor.

The Exhibitor shall ensure that all electrical installations on his stand space and all exhibits comply with any statutory or local regulations or requirements to which the Exhibition may be subject. Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other exhibitors.

#### 17. Exhibition Premises

Exhibitors must accept responsibility for any damage they, or their staff or contractors, cause to the fabric of the building, curtains, carpets, decorations, fixtures and fittings and property belonging to the Venue. Any damage shall be made good at the Exhibitor's expense to the entire satisfaction of the management of the Venue and the Organisers. Exhibitor's attention is especially drawn to the regulations forbidding any attachment of exhibition material to walls or pillars in the Venue. Packaging cases and surplus literature must not be stored on or behind stands. Storage space at the venue is limited. Storage for exhibits or empty cases must be arranged by the Exhibitor in advance. All goods delivered to the Exhibition premises must be accompanied by or received by a representative of the Exhibitor. Please label all packages clearly with your company name and stand

number. If a transport company is delivering them for you, please arrange for a representative to be on your stand to accept delivery. Organisers are unable to accept deliveries on behalf of Exhibitors.

**Delivery address:** Community Care Live, Exhibitor name & stand number, Manchester Central Convention Complex, Windmill Street, Manchester, M2 3GX. Please note that deliveries cannot be made to the Venue prior to the tenancy date of 23 April 2018.

#### 18. Catering

All items for consumption on the premises must be obtained from the landlord of the Venue. The Exhibitors will not allow or suffer to be done anything, which shall be a nuisance or infringement of any of the licensing laws.

#### 19. Conduct of Exhibitors

Exhibitors and their staff must carry out business and conduct themselves in a manner not objectionable to other Exhibitors, visitors or the Organisers. In the event of this regulation not being observed, the Organisers shall be entitled forthwith to terminate the Exhibitor's licence to occupy the stand. Exhibitors are not allowed to fix advertisements upon any part of the Venue.

#### 20. Admission

Tickets are issued and visitors are admitted on the understanding that no canvassing is allowed by non-Exhibitors. Visitors suspected of canvassing in contravention of this rule are liable to immediate expulsion. The Organisers reserve the right to refuse admission without giving any reason.

#### 21. Claims, Indemnity and Insurance

Each Exhibitor shall indemnify the Organisers against all liabilities, action costs, claims and compensations for injury or loss to any person or damage to or loss of property arising as a result of his occupancy of an allotted stand space or of any act, omission or negligence done or omitted by the Exhibitor or his agent or any other person under his direction. Each Exhibitor must adequately insure and keep himself insured to cover his liabilities under these Terms and Conditions. He must also hold a General Third Party Policy of insurance to cover his legal liability for negligence of an indemnity of at least £5,000,000 (five million pounds). The policies of insurance to be shown to the Organisers on demand.

#### 22. Cancellation or Change of Location or Date of Exhibition

In the event that by reason of any event outside the Organisers' reasonable control (including, without limitation, any strike or other industrial action involving the Organisers' own workforce) the Exhibition or any part thereof is prevented from being held on a particular date the Organisers shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Exhibition or reduce the planned period for preparation, display or dismantling of the Exhibition and in such event any refund of payments to the Exhibitor shall be at the absolute discretion of the Organisers. Such refund, if given, shall be such proportionate share of the balance of the aggregate exhibit fees received by the Organisers in relation to the Exhibition as the Organisers think fit after

deducting expenses incurred by and reasonable compensation for the Organisers, but in no case shall the amount of any refund to the Exhibitor exceed the amount paid by the Exhibitor nor shall the Exhibitor be entitled to review or audit any of the Organisers' financial records. In the event the Exhibition (or part thereof) is cancelled by the Organisers for commercial reason, without limitation, then all payments made by the Exhibitor to the Organisers will be refunded, but the Exhibitor hereby agrees that in such circumstances he will have no further claim (whether for damages or otherwise) against the Organisers.

### 23. Default and Exhibitor's Insolvency

If the Exhibitor breaches or fails to perform or observe any obligations or restrictions set out in these Terms and Conditions, or if the Exhibitor becomes bankrupt, commits any act of bankruptcy, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition with its creditors generally or has a petition presented for the making of an administration order or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction then the Organisers shall be entitled without notice to the Exhibitor to terminate its contract with the Exhibitor forthwith and to resell or reallocate the stand space allocated.

### 24. Application of Terms and Conditions

Each Exhibitor is bound in all respects by these Terms and Conditions and the regulations contained within the Exhibitor Manual. In addition, an Exhibitor shall be bound and comply with and be deemed to have knowledge of the Rules, Conditions and Regulations of the Venue which are included in the Exhibitor Manual. Each Exhibitor must bring to the notice of all agents or contractors employed by him the provisions of these Terms and Conditions. Agents and contractors, and any claim arising from the failure of the Exhibitor to give such notice shall be the sole responsibility of the Exhibitor concerned. The Organisers reserve the right to waive, add, or alter any of these Terms and Conditions in the interests of the Exhibition either generally or in any particular case. Should any question arise whether provided for in these Terms and Conditions or not, the decisions of the Organisers shall be final and binding on each and every Exhibitor.

EXHIBITOR:

DATE:

Community Care representative (name and signature):

Exhibitor representative (name and signature):