

# bimshow

## Terms and Conditions 2020

In these terms and conditions the term 'Exhibitor' means any company, firm or person who has been allocated space in the exhibition, or any agent, representative or employee of the exhibitor. In these terms and conditions the term 'Sponsor' means any company, firm or person who has been allocated sponsorship, or any agent, representative or employee of the sponsor.

The term 'Exhibition' refers to the event detailed in the enclosed literature and where the term 'Organisers' appears it refers solely to the organisers of BIM Show Live. The term 'Event' refers to BIM Show Live.

### Information Supplied

Information supplied by the organisers in relation to the event is accurate to the best of their knowledge and belief but shall not constitute any warranty or representation by the organisers and any inaccuracy or mistake therein or omission therefrom shall not entitle the exhibitor/sponsor to cancel his booking.

### Application

- Application for exhibition/sponsorship must be made on the official online booking form and must be under the understanding that the terms and conditions contained herein fully apply.
- Any application for space or sponsorship, or any acceptance thereof or by the organisers shall not be conditional on the presence or location of any other exhibitor at the same or any other exhibition and any reference to such conditionality shall not apply to any contract between the organisers and the exhibitor or sponsor for exhibition stand space.

### Cancellation

- If the exhibitor or sponsor wishes to cancel, then written notice of such wish must be forwarded to and received by the organisers by email not later than the dates referred in the table below.
- In the case that the exhibitor or sponsor either:
  - Wishes to cancel his exhibition/sponsorship booking after acceptance by the organiser or:
  - Fails to meet any of the payment obligations (whether as to the amounts or dates of payment)

#### Cancellation Dates and Penalties:

On or before 01 Dec 2019: 25% stand cost

Between 02 Dec 2019 and 02 January 2020: 50% stand cost

After 02 January 2020: 100% stand cost

The organisers reserve the right (but without being obliged to do so) to apply a 100% cancellation charge before reallocating the agreement. Notwithstanding that the organisers may re-sell or re-allocate after payment of the above cancellation charges the organiser shall be under no obligation to reimburse all or any part of such cancellation charges.

### Space Reduction

Where an exhibitor wishes to reduce the size of his space booking after allocation of space, notification must be received by email. The organisers reserve the right to apply the scale of cancellation charges outlined above to the total cost of the area by which the original stand has been reduced on a pro rata basis, and to re-allocate the area in question.

### Location of Space

For the avoidance of doubt any contract between the organisers and the exhibitor for exhibition stand space is only for an amount of such space and no acceptance by the organisers of the exhibitors space booking form or allocation of the exhibitors name

to any particular part of any exhibition floor plan will constitute any agreement warranty or representation by the organisers that the exhibitor is entitled to exhibit at the exhibition in such particular location and the organisers reserve the right without being required to give notice to the exhibitor to alter the layout of any exhibition floor plan at any time.

### Unoccupied Space

Every exhibitor must occupy the space allotted to him by show opening time on the first day of the exhibition. Any exhibitor failing to do so will be deemed to have cancelled his space booking. In this event, the terms and conditions relating to cancellation will apply and space may be offered to a new or existing exhibitor/sponsor.

### Fire Precautions and Dangerous Materials

All materials used for building, decorating or cover stands must be of non-flammable material. Exhibitors must comply with all instructions given by the organisers to avoid the risk of fire or any other risk.

The following are excluded from the exhibition; explosives; detonating or fulminating compounds, and all dangerous or harmful substances, including priming, fireworks, etc. Priming, fireworks, matches and similar objects can only be exhibited in the form of imitations, and on condition that they contain no inflammable matter.

### Exclusion of Person

The organisers reserve the right to exclude or remove from the event any persons whose presence at the absolute discretion of the organisers is or is likely to be undesirable and the organisers may exercise such rights notwithstanding that any person is a servant or agent of the exhibitor or otherwise any way connected or associated with the exhibitor.

### Postponement or abandonment

The exhibitor/sponsor shall not have any claim against the organisers in respect of any loss or damage consequent upon the failure for whatever reason of the event being held or of the building becoming wholly, or partially unavailable for the holding of the event for reason beyond the organisers' control. If by re-arrangement or postponement of the period of the event, or by substitution of another venue for the event, or by means of any other reasonable matter of thing, the event can be carried through, the contracts for space shall be binding upon all parties, except as to the size and position, as to which any modification, substitution, or re-arrangement considered necessary by the organisers shall be substituted for the original.

### Stand letting

Is deemed personal to the exhibiting company contracting and is in no way assignable to any other person, company or organisation. The under letting or sharing possession of any part of the stand is absolutely prohibited without the prior written consent of the organisers provided always that consent will not be forthcoming in any circumstances for an assigning or under letting or sharing of possession of a stand with any publishing or exhibition or exhibition organising company or organisation directly or indirectly connected with the business of publishing.

### Prohibition of transfer

Exhibitors may not assign, sublet, or grant licenses in respect of the whole, or any parts of the space allocated to them, or assigned or otherwise deal with their rights and obligations hereunder nor may any cards, advertisements, or printed matter of firms who are not bona fide exhibitors be exhibited or distributed on any stand. This does not apply to firms being associated with, subsidiaries, agents or principals of the exhibitor, which are duly listed on the official space booking form at the time of booking.

### Licensor and licensee

On the acceptance of application for exhibition/sponsorship by the organisers there is a contract between the organisers and the exhibitor/sponsor including these terms and conditions, subject to amendments as mentioned below, and as regards any space so allotted, the relationship of licensor and licensee shall exist between the organisers and the exhibitors, from the date of the exhibitor occupying the space. In case of non-payment of any sum due from the exhibitor, whether legally demanded or not, or of a breach, or non-observance, by the exhibitor/sponsor or any of the terms and conditions herein contained, or any regulations to be observed by him, the organiser shall have the right to revoke his licence and re-enter upon the allocated agreement to remove and exclude the exhibitor/sponsor, and all persons therefrom without prejudice to the right to recover all sums payable by the exhibitor/sponsor and all other claims against him, and damages sustained by the organisers.

### Insurance

The organisers are not responsible for the safety of any exhibit or other property of the exhibitor/sponsor or other person, or for the loss, damage or destruction by theft, or fire or any cause, or for the loss, damage, or injury sustained by any exhibitor or other persons. This is whether by reason of any default in the exhibition building caused by fire; storm; tempest; lightning; explosion; national emergency; war; labour disputes; strikes; lock-outs; civil disturbances; inevitable accident; force majeure or for any other cause not within the direct control of the organisers whether of the same kind or not. No responsibility can be accepted for any consequences of prevention, postponement or abandonment of the event. Exhibitors/sponsors should secure their own insurance to cover all liabilities and risks.

### Attendance

The exhibitor/sponsor acknowledges that the organisers shall not be held responsible for the failure of all or any other contracted exhibitors/sponsors to attend the exhibition or the failure of any number of attendees to attend the event for any reason beyond the reasonable control of the organisers.

### Event Opening Hours

Details of opening hours will be provided prior to the event, during opening hours stands must be manned by exhibition staff.

### Signatories

The person or persons signing the online application form on behalf of the exhibitor/sponsor shall be deemed to have full authority to do so on behalf of the exhibitor/sponsor and the exhibitor/sponsor shall have no right to claim as against the organisers that such person or persons did not have such authority.

### Bankruptcy

In the event of an exhibitor/sponsor becoming bankrupt, committing any act of bankruptcy, going to liquidation, having a receiver appointed in respect of any of its assets the organiser's reserve the right to terminate the contract with the exhibitor/sponsor and the terms and conditions relating to cancellations shall apply.

### Erection of Stands

No exhibitor/sponsor will be permitted to display his goods in such a manner as, in the opinion of the organisers, obstructs the light or impedes the view along the open spaces or gangways, or to occasion inconvenience or otherwise effect the display of other exhibitors/sponsors.

### The terms and conditions

Shall be construed in accordance with English law and any disputes resulting from an interpretation of these terms and conditions shall be settled by the English court.