



TERMS AND CONDITIONS

22-23 September 2020 NEC, Birmingham
(postponed from 13-14 May 2020)



@PrimaryCareShow



Primary Care and Public Health



"The Event" – Primary Care 2020

"The Organiser" – Sterling Events Ltd

"The Exhibitor/Sponsor" – any company or person ordering display space or sponsorship at the event

1. Stand/Sponsorship Application/Allocation

- The Exhibitor/Sponsor must apply for a stand or sponsorship by signing, completing and returning the stand/Sponsorship Contract immediately to the Organiser.
- Upon receipt of the Stand/Sponsorship Contract the Organiser will send an invoice to the Exhibitor/Sponsor who will then have 28 days to pay the deposit.
- Stands are assigned subject to availability. The Organiser reserves the right at any time to re-arrange the stand layout or allocation and compensation will not be given.

2. Payment

Payment for the stand/sponsorship will fall due as follows:- Within 28 days of the Exhibitor/Sponsor entering into the contract 100% + VAT by way of a non-refundable deposit, save as hereinafter mentioned. By March 10th 2020 – the balance +VAT. Applications received after March 10th 2020 must be accompanied by full payment, such payment to be due immediately.

If the Exhibitor/Sponsor fails to pay any sum due in the time and manner agreed herein, the Organiser may in writing require the Exhibitor/Sponsor to forego the stand/sponsorship allocated without the Organiser being under any liability to refund or abate sums paid or due herein.

The costs and package for the stand/sponsorship shall be as outlined in the Event sales brochure. The Exhibitor/Sponsor shall be responsible for the settlement of contractors' accounts in respect of items ordered in addition to those supplied in the stand/sponsorship package. The Organisers reserve the right to alter the package under certain circumstances such as where the Exhibitor occupies only part of the stand as drawn on the original stand plan.

All costs are quoted in UK Sterling. Any sums transferred from outside the UK will be payable at the exchange rate applicable on the date of payment.

If the Organiser requires the services of a third party to retrieve any overdue sums, the Exhibitor/Sponsor will be fully liable for all legal costs, court costs and professional fees.

3. Exhibitor/Sponsor Cancellation

In the event of the Exhibitor/Sponsor giving written notice at any time prior to the Event of his intention to cancel his stand/sponsorship or in the event of his failure to occupy the stand space by the day prior to the opening of the Event, the Organiser will have absolute discretion to deal with the display space as it thinks fit, without being under any liability to refund or abate any charges paid or due herein except as provided below.

Once a stand/sponsorship contract has been received, any Exhibitor/Sponsor who subsequently decides for any reason to withdraw from the event or reduce his stand space shall immediately inform the Organiser in writing and shall be liable to pay the following cancellation charges plus VAT:-

Cancellations received before March 10th 2020 – 50%

Cancellations received after March 10th 2020 – 100%

In the event of the Exhibitor/Sponsor becoming bankrupt, going into liquidation or being under any appointment of a receiver, the Organiser reserves the right to cancel any stand/sponsorship without being under liability to refund or abate any charges paid or due herein.

4. Change of Date or Venue/Event Cancellation

The Organisers reserve the right at any time to change the date and/or venue of the Event or to cancel it altogether if they deem it necessary by reason of fire, flood, extreme weather conditions, acts of war or violence, malicious damage, explosion, earthquake, strike, civil disturbances, political unrest, riot, labour dispute, power cuts or any other cause beyond the Organiser's control; or if the Organiser for any other reason deems it necessary or advisable. In such cases, the Exhibitor/Sponsor waives any and all claims he might have against the Organisers for refunds, damages or expenses.

In the event that the Event is cancelled by the Organiser for commercial reasons such as lack of support then all sums paid by the Exhibitor/Sponsor for the stand/sponsorship will be refunded. The Exhibitor/Sponsor agrees that under these circumstances he will have no further claims against the Organiser.

5. Removal of Exhibits

No exhibit can be dismantled, packed away or removed until the Event has terminated. If the Exhibitor is in breach of this provision he shall pay, in addition to all sums otherwise due under this agreement, an amount equal to 25% of the total stand cost +VAT.

The Exhibitor must ensure that all exhibits are removed from the premises by 9.00pm on 23 September 2020. Failure to do so may render him liable for all costs incurred in storing and handling the said exhibits together with additional site rental costs imposed by the venue and/or their contractors.

6. Display/Stand Design

The Event will be open to visitors during the times advertised and the Exhibitor must ensure that his stand is ready at least one hour prior to the opening of the Event each day. Stands must be fully staffed and stocked at all times.

The Exhibitor may place promotional material and merchandise on the Stand walls but are only permitted to use removable adhesive fittings as specified in the Exhibitor's Handbook. The Exhibitor must not alter or tamper with the structure of the stand, including carpets, lights and surrounding areas and must ensure that nails are not used. Failure to conform with this provision will render the Exhibitor liable for any damage incurred. The Organiser reserves the right to remove any materials or literature considered to be of an obscene or objectionable nature and remove any exhibit it considers to be unsafe. Compensation will not be given.

The exhibitor shall make good and indemnify the Organiser for any damage to the shell scheme or the premises by the Exhibitor, his agents, contractors or employees.

7. Subletting

No part or whole of any site may be sublet by the Exhibitor without the prior written permission of the Organisers

8. Canvassing

Canvassing for orders and the distribution or display of printed materials, except by the Exhibitor on his own stand, is strictly prohibited. If the Exhibitor is in breach of this provision he may be asked to surrender the said display/printed materials and the right of expulsion may be exercised.

9. Disturbances

The Exhibitor must ensure that any sound coming from his stand is kept to a volume that does not cause any annoyance to other exhibitors. In case of any dispute, the Organiser's decision is final.

10. Exhibitor's Handbook

The Exhibitor's Handbook will be distributed to the Exhibitor at least two months prior to the Event. The Exhibitor is bound to comply with its contents together with any other written communication from the Organiser.

11. Insurance and Security

The Exhibitor should ensure that all items on his stand are covered by full and comprehensive insurance and that valuables are locked away at all times. The Organiser cannot accept responsibility for any losses incurred. The Exhibitor is required to effect public liability insurance.

12. Limitation on Liability

The Organiser, its agents and employees shall not be liable for any loss, theft, damage or injury to persons or property during the terms of his agreement from any cause whatsoever.

The Organiser will not be liable for any printing errors appearing in any literature associated with the event.

13. Indemnity

The Exhibitor shall defend the organiser from and indemnify against any liability for injury to persons or property arising from any cause whatsoever in connection with the participation at the Event by the Exhibitor, his agents, contractors or employees. The Exhibitor should also ensure that he has adequate insurance to cover all liabilities and rights.

14. Breach of Terms and Conditions

If the Exhibitor/Sponsor is in breach of any of the Terms and Conditions contained herein, the organiser reserves the right, without notice to the Exhibitor/Sponsor, to offer the stand/sponsorship to another company or use it in any manner it deems fit. This shall not be construed as affecting the responsibility of the Exhibitor/Sponsor to pay the full amount specified by the contract. Any dispute or enforcement shall be settled under English Law.