

EXHIBITOR / SPONSOR TERMS AND CONDITIONS 1 NOVEMBER 2018

1. DEFINITIONS IN THIS AGREEMENT

“we” means Careers In Sport; “you” means any person, company or organisation taking stand/space at the Event; “Delegates” means your employees, contractors or agents or any third parties who are provided with a delegate pass or exhibitor pass and attending the Event; “Event” means the Careers In Sport LIVE 2018 event, “Venue” means Surrey Sports Park, Guildford; “Stand” means the stand/exhibition space allocated to you; “Fees” means the costs set out in the brochure for the Stand, details of which are set out in the Exhibitor Booking Form; “Exhibitors’ Manual” means the manual produced by us and provided to you a reasonable time prior to the Event; “Equipment” means any goods, materials (including any stands and stand fittings), marketing materials and any personal possessions brought by you or any Delegate (or by any third party on your behalf) to the Venue; “Agreement” means these terms and conditions and Exhibitor Booking Form.

2. APPLICATIONS FOR STAND SPACE

- 2.1. Applications for exhibition space must be made on the Exhibitor Booking Form. Your completion of the Exhibitor Booking Form is an offer to us to take a stand at the Event on the terms and conditions set out in this Agreement. This offer is open for us to accept at any time. We may accept your offer by notifying you in writing (including by way of email) that we have received your offer.
- 2.2. We reserve the right not to accept any offer for any reason. In such case, any fees paid or cheques provided by you will be returned.

3. ALLOCATION OF STAND

- 3.1. Where available we will allocate a Stand to you in accordance with the preferences set out on the Exhibitor Booking Form. Where such spaces are not available we will contact you to agree an alternative Stand.
- 3.2. We reserve the right to alter the layout of the exhibition floor at any time and in any respect (and may transfer you to an alternative Stand) where we consider it reasonably necessary. We will notify you as soon as practical if any such changes will affect you.
- 3.3. You will not store any Equipment outside of or extend your Stand beyond the space allocated by us and you shall ensure that the layout of the stand remains in accordance with the layout approved by us.

4. DATES AND HOURS OF OPERATION

- 4.1. The Event will be held at the Venue. The Venue will be open during the following hours (please note exact timings are subject to change):
 Wednesday 31 October 17:00 – 20:00 **SETUP DAY**
 Thursday 1 November 09:00 – 16:00 **EVENT DAY**
 Thursday 1 November 16:00 – 18:00 **BREAKDOWN**
 Or such other times we notify to you.
- 4.2. You will ensure that you (and your delegates) have left the venue before the close of the venue on each day and shall ensure that all equipment brought to the venue will be removed by such times as notified in the Exhibitors' Manual provided to you pre-event. You shall also leave your stand area clean and tidy. If you fail to remove all property and leave the venue by the times proscribed, you will be required to pay any sums imposed on us by the venue.
- 4.3. You acknowledge that any equipment left in the venue after the notified time on Thursday 1 November 2018 may be disposed of by the venue without recourse by you.
- 4.4. No equipment may be removed or stand breakdown commenced before the official closing time of the event on Thursday 1 November 2018.

5. GENERAL OBLIGATIONS

- 5.1. You will (and will ensure your delegates will) whilst at the venue comply with: (a) all regulations contained in these terms and conditions, the exhibitors' manual; (b) any reasonable instructions subsequently issued by us; and (c) the premises licence.
- 5.2. You will not (and will ensure that any delegates do not) bring any food and/or drink into the venue.
- 5.3. We will circulate forms to enable you to provide information we need (in relation to you and any delegates) to post on the website, to share with other delegates, exhibitors and suppliers and to be used generally in accordance with our privacy policy in force from time to time. You will complete these forms (in relation to you and each delegate) and return them to us by such dates we reasonably require.

6. HEALTH AND SAFETY

- 6.1. It is your responsibility to ensure that you and your delegates are familiar with and abide by all current UK and European health & safety regulations. You are responsible for all health and safety issues in relation to the stand during construction, use and dismantling.
- 6.2. In order to create and maintain a safe environment during build-up, open periods and breakdown, you and your delegates must abide by the health and safety and security policies of both the venue and the event. You will (and will ensure the delegates) comply with the reasonable instructions of safety officers employed by us or the venue.
- 6.3. You must submit plans, risk assessments, method statements and any other requested documentation for approval by us by the deadlines given in the Exhibitors' Manual and/or by the venue.

7. SECURITY AND INSURANCE

- 7.1.** You will be responsible for the security and insurance of your stand and all equipment. Whilst access to the venue may be restricted following the closure of event on each day, we are not responsible for any loss or damage to the equipment unless caused directly by our or our agent's negligence or deliberate acts or omissions.
- 7.2.** You must take out and maintain the minimum level of insurance cover as outlined in the Exhibitors' Manual and provide copies of insurance documentation on request.

8. STAFF IDENTIFICATION

- 8.1.** You shall ensure that any delegates shall wear the identification badges issued by us at all times at the venue. The number of exhibitor and delegates passes shall be as set out in the brochure and will depend on the type of package you have subscribed to.
- 8.2.** Both we and the operator of the Venue reserve the right to refuse admission to you or any delegate and/or to eject you or any delegate from the venue on reasonable grounds.
- 8.3.** You may not pass on any accreditation to other delegates. Each delegate must be known to the event organisers and provided with individual accreditation.

9. STAND FITTINGS

- 9.1.** You shall provide details of all equipment (including stand fittings) and the layout of your stand by no later than 40 days prior to the event or within 5 days of confirmation if your confirmation is less than 40 days before the event. All equipment and the layout of your stand will be subject to our prior written approval (such approval not to be unreasonably withheld or delayed): You undertake and warrant that the equipment:
 - (A)** Will not and is not likely to damage or otherwise interfere with any electrical installations at the Venue;
 - (B)** Will not contain any radioactive source;
 - (C)** Will not create any risk of fire, explosion and will not release any noxious gasses or cause damage to the Venue or its contents or create a risk to the health and safety of occupants of the Venue;
 - (D)** Does not include any radio transmitting equipment, telephones or faxes;
 - (E)** Is non-flammable or impregnated with fire-proofing solution in a way as to comply with all current health and safety requirements.

10. PHOTOGRAPHY AND FILMING

- 10.1.** You shall not (and shall ensure that your Delegates do not) take any photographs of or film or otherwise record the whole or any part of the event, the venue or any delegate without prior written permission from the event organisers.
- 10.2.** You shall notify us of any video, film or other recording you wish to exhibit or publicly perform at the venue no later than 40 days prior to the date of the event or within 5 days of confirmation if your confirmation is less than 40 days before the event. Any such video, film or other recording shall be subject to our prior written approval. You also acknowledge that the venue operator reserves the right to prevent any video, film or other recording from being broadcast at the venue.
- 10.3.** You hereby consent (and will ensure that your Delegates consent):
- (A)** To you and/or the delegates being filmed, photographed or otherwise recorded at the Event (and in functions surrounding the event) by us or any third party authorised by us.
 - (B)** To the use and exploitation of (and the making available of) such photographs, film or other recordings in any media and any format and for any purpose (including but not limited to the promotion of future events and the broadcast of footage from the event). You acknowledge (and you will ensure that the delegates acknowledge) that you will not be entitled to any payment (and waive your right to any equitable remuneration) in relation to any use or exploitation.

11. DAMAGE

- 11.1.** We reserve the right to charge you for any damage to the Stand, shell scheme, our property or the venue caused by you or any delegate as invited by the exhibitor.
- 11.2.** You shall not and shall ensure that the delegates shall not cause any damage to the venue and shall make good any such damage at your own expense. In particular, you shall not:
- (A)** Fix anything to the structure or contents of the Venue;
 - (B)** Mark, soil or damage the structure or contents of the Venue; and
 - (C)** Paint or construct any object or structure in the Venue.

12. PAYMENT TERMS

- 12.1.** For bookings made before 31 April 2018, we will invoice you for 50% of the fees on confirmation of your attendance. This deposit must be paid within 14 days of the invoice sent date or the event organisers reserve the right to offer the previously agreed stand location (if agreed as part of the agreement) to other exhibitors. The balance will be invoiced on 01 August 2018 and must be paid within 14 days to guarantee the agreed stand location.
- 12.2.** For bookings made after 31 April 2018, we will invoice the full fees on acceptance of your offer. This must be paid within 14 days or the event organisers reserve the right to offer the previously agreed stand location (if agreed as part of the agreement) to other exhibitors.
- 12.3.** All payments must be made by cheque or BACS in STERLING ONLY and made payable to 'Careers In Ltd'. Bank account details will be provided on the invoice.
- 12.4.** All invoices must be paid within 14 days of the date of an invoice. All sums due are expressed as exclusive of VAT, and VAT may be charged by us in addition to any sums due.

13. SUB-LETTING / STAND SHARING

You are not permitted to sub-let or licence the use of stand and you may not promote or exhibit the products or services of firms not exhibiting in their own rights without our prior written permission. Standard 'stand sharer' fees will apply (to be discussed with Careers In Sport sales team) but any stand sharing must be agreed with the event organisers in writing before any exhibition stand is confirmed.

14. CANCELLATION OR REDUCTION OF STAND SPACE BY THE EXHIBITOR

All cancellations must be submitted in writing to Careers In Sport. You acknowledge that in the event of a cancellation you will be liable for Fees as follows:

- 14.1.** In the event of cancellation prior to 31 April 2018, you will be responsible for 50% of the Fees;
- 14.2.** In the event of cancellation from 01 September 2018, the full fees will be payable by you. In the event that we are able to subsequently resell the stand allocated to you at full brochure price, then you will only be required to pay 50% of the fees. In the event of cancellation following our receipt of the fees, we will refund to you the difference (if relevant) within a reasonable time following cancellation.

15. TERMINATION

- 15.1.** We may terminate this agreement with immediate effect by written notice to you given any time if you have committed a material breach of this Agreement and (where such breach is capable of being remedied) you have failed to remedy the same within 15 (fifteen) days of receiving a notice specifying the breach and requiring its remedy. In the event of any breach of this Agreement after 31 April 2018, such period shall be reduced to 2 (two) days or such shorter period as we notify to you.
- 15.2.** This Agreement may be terminated with immediate effect by us with written notice to you if:
- (A)** you repeatedly breach any of the terms of this Agreement in such a manner that in our opinion your conduct is inconsistent with you complying with this Agreement;
 - (B)** you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or you admit you are unable to pay your debts;
 - (C)** you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors;
 - (D)** you are the subject of a bankruptcy petition or order or any event occurs, or proceeding is taken, in any jurisdiction that has an equivalent or similar effect; or
 - (E)** you become insolvent or if a receiver or administrator is appointed over you or your business or any such step is taken which has an equivalent or similar effect.

16. INDEMNITY AND LIABILITY

- 16.1.** You hereby indemnify us and will at all times keep us fully and effectively indemnified, on demand, from and against all Expenses whatsoever incurred by us as a consequence of: any breach or non-performance by you of any of the representations, warranties, obligations or covenants contained in this Agreement or a breach by you of this Agreement. Expenses shall mean any expense, liability, loss, damage and/ or cost (including reason able legal fees) arising out of any legal action, claim, demand and/or proceedings.
- 16.2.** You acknowledge that, subject to paragraph 16.3, we shall have no liability whatsoever in contact, tort (including negligence), breach of statutory duty or otherwise for any: indirect; economic; incidental; special; exemplary; or consequential loss (and for these purposes consequential loss shall include without limitation all loss of profit, opportunity, anticipated profit, anticipated revenue, business and/ or goodwill) or damage suffered by you in relation to this Agreement even if we have been advised of the possibility of such damages or losses.
- 16.3.** We shall have no liability for any personal injury to or death to you or any Delegate unless caused directly by our negligent or intentional act or omission or fraudulent misrepresentation.
- 16.4.** Subject to paragraph 16.3, we shall not in any event be liable to pay compensation or damages to you (for whatever reason such compensation or damages may be due) in excess of the fees received by us from you in cleared funds at the date such action or claim arises.

17. FORCE MAJEURE

17.1. If the Event is abandoned, cancelled or suspended in whole or in part by reason of war, act(s) or terrorism, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident, the non-availability of the venue or any other cause not within our direct and reasonable control, we may at our entire discretion, repay the Fees by you, or part thereof, but shall be under no obligation to do so. We shall be under no liability to you in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by us, as the result of the happening of such force majeure event.

17.2. We recommend that you take out appropriate insurance against cancellation.

18. GENERAL

18.1. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.

18.2. This Agreement constitutes the sole and entire understanding of us and you in relation to the Event and supersedes all previous agreements, representations and arrangements between you and us (either oral or written) with regard to the Event. We and you each confirm that neither we nor you have entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement. Both we and you irrevocably and unconditionally waive any rights we or you may have to claim damages and/ or to rescind this Agreement for any misrepresentation in relation to the subject matter of this Agreement whether or not contained in this Agreement or for breach of warranty not contained in this Agreement unless such misrepresentation or warranty was made fraudulently. This Agreement may only be amended or supplemented in writing and signed by you and us.

18.3. The failure, delay, relaxation or indulgence on the part of either we or you in exercising any power or right given to us under this Agreement shall not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other right or power under this Agreement. A right or a power may only be waived in writing signed by the party to be bound by the waiver.

18.4. Nothing in this Agreement is intended to nor shall it create any partnership, joint venture or relationship of employment between us and you.

18.5. This Agreement shall be governed by the laws of England and Wales and the parties each submit to the non-exclusive jurisdiction of the English Courts.