

## **Exhibitor and marketing terms and conditions**

Exhibitions, Conferences, and Subject Specific Events

All bookings made are accepted by Voxity Media Limited, a company registered in England and Wales under registration number 15151893, whose registered office is 31 Wellington Road, Nantwich, Cheshire, CW5 7ED (“we” “us” “our” “ours” “the Company”) and its lawful assigns on the following terms and conditions with Exhibitors (“you” “yours” “Exhibitor”).

You should ensure that you have read the following terms and conditions before completing your booking. We reserve the right to grant or refuse any booking at its sole discretion.

### **1. DEFINITIONS.**

In these Terms and Conditions, the following definitions will apply:

**“Booking”** Any means by which we permit bookings for Events, including Online Booking;

**“Conferences”**

Property Developer Show, which may include an exhibition, a Virtual Event and or individual marketing opportunities booked;

**“Contract”**

The Booking, Online Booking, these Exhibitor and Marketing Terms and Conditions, the Exhibitor Code of Conduct, Allocation of Exhibitor Stand Space Procedure, the Property Developer Show Exhibitions Health and Safety Manual including Risk Assessment Guidelines and Insurance Certificates and any other relevant Event Information;

**“Event”**

Property Developer Show, Conferences, Subject Specific and/or General Exhibitions, Virtual Events and or individual marketing opportunities booked;

**“Event Information”**

Any rules or regulations, issued in writing or otherwise and communicated by us or by the Venue, specific to a Venue or Event; “Exhibition” Property Developer Show(s), Subject Specific and/or General Exhibitions, and or individual marketing opportunities booked;

**“Exhibition Stands”**

The shell schemes and other structures provided by the Stand Contractor upon which you provide your Exhibits at the Events(s);

**“Exhibitor”**

Any person, firm, organisation, provider, or company who has booked and received written confirmation of Exhibitor Stand Space at an Event or Virtual Event Platform at a Virtual Event or a marketing opportunity in/at an Event irrespective of whether or not payment of the Fees was made at the time of Booking;

**“Exhibitor Code of Conduct”**

The Voxity Media Limited Exhibitor Code of Conduct at Property Developer Show Events,

**“Exhibitor Stand Space”**

The area at an Event Venue that constitutes your stand space for you to conduct your marketing activity;

**“Exhibits”**

All items displayed on the Exhibitor’s Stand Space or its equivalent for Virtual Events including, without limitation, advertising banners;

**“Fees”**

The fee quoted for the purchase of Exhibitor and/or marketing services or products at Property Developer Show(s);

**“Example Exhibitor Risk Assessment”**

Voxity Media shall provide an Example Exhibitor Risk Assessment which highlights the associated risks of exhibiting and is available for the Exhibitor to reference. Exhibitors must submit their own risk assessment. An Example Risk Assessment can be provided on request.

**“Merchandise”**

Any items offered for sale at an Event or a Virtual Event by you;

**“Pre-event Information”**

The Event information available on [www.propertydevelopershow.co.uk](http://www.propertydevelopershow.co.uk), together with the documents that form the Contract

**“Relevant Legislation and Regulations”**

All relevant laws and regulations in relation to the Exhibition(s), including but without limitation to the foregoing of the Offices, Shops & Railway Premises Act 1963, the Fire Precautions Act 1971, and the Health and Safety at Work Act 1974 and the Construction (Design and Management) Regulation 2015;

**“Stand Contractor”**

The approved contractor(s) appointed by us to erect any shell schemes on your behalf;

**“Subscriber”**

An Exhibitor being, who books a Subscription;

**“Subscription”**

A Subscriber who pays a set fee to attend a certain number of Property Developer Shows;

**“Voxity Media Health and Safety Manual”**

Exhibitions Risk Assessment Guidelines and Insurance Certificates, which may be updated from time to time, a copy of which may be viewed (when available) on our website.

**“Venue”**

The premises that the Event is to be held at;

**“Virtual Event”**

An online event that involves people interacting in a virtual environment on the web (online) rather than meeting in a physical location;

**“Virtual Event Platform”**

The area you occupy at a Virtual Venue that constitutes the stand space for you to conduct your marketing activity and manage the stand space and content. We will provide advice and guidance for you to collate and upload content.

**1. SIGNATORIES**

The person, or persons, agreeing to these Terms and Conditions on your behalf will be deemed by us to have your full authority to do so. You will have no right to claim against us that such person, or persons, did not have such authority.

**2.TIME OF CONTRACT**

Application for Exhibitor Stand Space and/or Virtual Event Platform must be made by completion of a Booking. Completion of the Booking constitutes acceptance of these Terms and Conditions, which shall apply immediately on completion of the Booking. However, for the avoidance of doubt and without prejudice to any other clause in these Terms and Conditions (including for the avoidance of doubt clause 4), it is expressly agreed that it is reasonable for us to make optimal use of any premises and try to accommodate as many Exhibitors as possible. We retain the discretion to vary the Booking once we have assessed the Venue, amount of space, and allocation of the Exhibitor's name to any particular part of the Exhibition floor plan or stand number, and (as appropriate) the Fee or in the case of Virtual Events when we have assessed the Virtual Event Platform space available.

**3.DURATION OF EVENT**

You may exhibit only during Event hours, which shall include build-up and/or breakdown times. During Event opening hours, Exhibition Stands must be manned by your staff. For Virtual Events you may exhibit for the duration of the 'live' Virtual Event (when you are expected to be available and on hand to interact with visitors) and any 'on demand' period following the Virtual Event (this is when the Virtual Event is available to visitors/delegates to view and use, but your availability and accessibility is at your discretion).

**4. APPLICATION FOR EXHIBITOR STAND SPACE AND/OR VIRTUAL EVENT PLATFORM**

4.1 We reserve the right to grant, refuse, cancel, and reallocate any booking on written notice.

4.2 The position and area of Exhibitor Stand Space and/or the Virtual Event Platform allotted shall be at our sole discretion.

4.3 The booking of Exhibitor Stand Space and/or the Virtual Event Platform indicates your acceptance of these Terms and Conditions. Where the means of booking used by you contains your own Terms and Conditions, these shall have no effect. The only Terms and Conditions that will be applicable to the contract will be ours.

4.4 If booking to exhibit at a Conference, all conference exhibitor and sponsorship bookings must be made in writing using the Booking system (paper or Online Booking).

## **5. EXHIBITS**

5.1 Subject to the terms of the Contract, you shall only be entitled to display Exhibits and offer for sale only the Merchandise which are approved in writing (sale of food, drink, and tobacco are prohibited).

5.2 You warrant that your Exhibits and the Exhibition Stands shall comply with all Relevant Legislation and Regulations and any Venue standards.

5.3 You shall ensure that, in our opinion, no Exhibition Stand, display, or other erection shall interfere with gangways, walkways, fire and emergency equipment, fire and emergency exits, the boundaries or other designated areas within the Event, or to cause any inconvenience to or intrusion onto any other persons, Exhibitors or visitors whatsoever, or obstruct the light or impede the view along the open spaces or gangways, or to occasion inconvenience, or otherwise affect the displays of other Exhibitors (branding can only be applied to the inside of stands and not on the outside or back without prior approval). In the event that you do cause such interference then, on our request, you shall cooperate in remedying the situation as soon as possible.

5.4 All Exhibition Stand Space and Exhibition materials must be set up for the event one hour before the exhibition is due to start unless prior agreement with the Event Organiser. Should you arrive after this time, Voxity Media Ltd reserves the right to refuse entry to the Event as transportation of stands and materials through the live Event areas may constitute a health and safety hazard. For Virtual Events you should allow sufficient time for your Virtual Event Platform content to be designed, populated, collated and uploaded, no later than forty-eight hours before the 'live' Virtual Event. You must supply booking information at least 1 week prior to the Virtual Event (including branding guidelines and high-resolution logo). You shall retain full responsibility for ensuring that your Virtual Event Platform has content and/or is staffed for the 'live' event and we shall have no responsibility or liability for the design, content and staffing of any Virtual Event Platform

5.5 You shall occupy the Exhibitor Stand Space and/or the Virtual Events Platform allotted to you by the opening time of the allotted Event. If you fail to do so, it shall be deemed to have cancelled the Contract. In this event, the terms relating to cancellation set out in clause 7 shall apply and we may resell or reallocate such space at our discretion. For Virtual Events you will be deemed to have cancelled if you fail to design, populate, collate, upload and/or staff your Virtual Event Platform.

5.6 Late arrivals must contact us to make appropriate arrangements for the transportation and erection of their stands and Exhibition materials, as transportation of stands and materials through crowded areas may constitute a health and safety hazard.

5.7 You will not be permitted to commence dismantling your display stands, or remove materials from the Exhibitor Stand Space area, until after the event has closed and all

visitors have left the Event as transportation of stands and materials through crowded areas may constitute a health and safety hazard.

5.8 Exhibitor Stand Space and/or Virtual Event Platform allocated to you may not be assigned or sublet to any other company, institution, or organisation without our prior permission. In granting such permission we may impose such Terms and Conditions as appear to be necessary.

5.9 You shall indemnify us in respect of all claims arising from the use of the allotted Exhibitor Space, the Exhibits, and all representations and actions of you, your employees, consultants, and/or subcontractors during the Event.

5.10 No acceptance by us of the allocation of the Exhibitor's name to any particular part of the Exhibition floor plan, or stand number, will constitute any agreement, warranty, or representation by us that you are entitled to exhibit at the Venue or Event in such a particular space and stand number. We reserve the right, without any legal obligation to give you notice, to alter the Venue layout of any Exhibition floor plan, or position of any stand, at any time within our discretion without any obligation to reimburse Fees or a portion thereof to you.

## **6. REMOVAL OF EXHIBITS**

6.1 We reserve the right to require you to remove any Exhibit at an Event if we, in our absolute discretion, consider the stand; i. display exceeds the stand size limits as previously agreed; ii. to be libellous; iii. to be of an obscene nature; iv. to be likely to infringe our intellectual property rights or any other legal rights of us or a third party; v. to be undesirable or detrimental to the Exhibition, or to other fellow Exhibitors, or our general commercial interests or any other corporate entity, from time to time, forming part of the same group of companies as the Organiser; or is in any way in breach of the Contract or Relevant Legislation and Regulations; vi. contravenes the guidelines contained in the Event Information; or vii. If removal is necessary by virtue of a court injunction, court order or judgement, or a recommendation or decision of Trading Standards. 9 Failure to comply will permit us to require you to either reduce the size of the display stand, or on our demand its total removal where this is not possible. Provided that in doing so, we shall be under no obligation to pay you any compensation whatsoever.

6.2 By entering into the Contract you warrant to us that all designs and artwork on or relating to the Exhibitor's Stand and Exhibits and/or Virtual Event Platform, shall not infringe any of our trademarks, copyright, patents, or our other intellectual property rights or those of any third party whatsoever.

6.3 We reserve the right, within our discretion, to remove any of your employees, consultants, or sub-contractors whom we consider to be acting undesirably at the Event or a Virtual Event.

## **7. EXHIBITOR STAND SPACE**

7.1 The allocation of Exhibitor Stand Space is determined by the venue. It is your responsibility to inquire about and confirm the specific dimensions of the allocated floor space prior to your participation.

## **8. STAND AND CONSTRUCTION SERVICES**

8.1 You hereby acknowledge that we may appoint official Stand Contractors and, where directed by us, you must use the same company for the construction of the Exhibitor's stand.

8.2 We will appoint approved Stand Contractors for all structural work, including shell scheme construction. It is a condition of the Contract that you do not cause damage to any shell scheme or structure put in place by the Stand Contractor. Exhibitors occupying Exhibition Stands are responsible for the cost of making good, restoring, or renewing any damage or dilapidation to the Exhibition Stands and other structures, floor coverings, light fittings, or any part thereof, whether caused by themselves, their agents or contractors, or by any person or persons employed or engaged on their behalf by any such agent or contractor. Exhibitors are also responsible for the same damage or dilapidation caused by any visitors to their Exhibitor Stand Space. The cost of making good damage, together with any cost for clearing and cleaning items or waste left behind by the Exhibitor, will be assessed by the Stand Contractor, Venue, and/or us and charged to the Exhibitor. We in conjunction with the Venue, will inspect every site before the stands are erected and after the stands have been dismantled. Dilapidations include (by way of example only) marks caused by paint, distemper, mortar or any other adhesive substance, bolt, screw or nail holes, battens, boarding, or any other material or substance attached or adhering to walls, floors, or any parts of the Venue.

8.3 Without prejudice to the terms of the Contract, and subject to any further consent required for a particular Venue, the Exhibitor may request the contact details of the Stand Contractor from us so that the Exhibitor may separately agree any further requirements they have directly with the Stand Contractor.

8.4 We reserve the right to change or substitute the Stand Contractor at our sole discretion.

8.5 You must ensure that all your employees, contractors, subcontractors, and agents in the course of construction and dismantling of their stands, and in the course of all work carried out at the Event Venue or the Virtual Event, ensure that all necessary steps are taken to comply with all Relevant Legislation and Regulations and Event Information.

8.6 Where we recommend the services of a contractor to you, we make no representations to you as to the competence of the contractor, and accordingly you should satisfy yourself as to the contractor's terms of business and to the contractor's competence or suitability to carry out the work proposed.

8.7 Where we require that no Exhibitor may use any contractor except the one nominated by us, we have made every reasonable effort to ensure that the contractor is competent to carry out the work for which it has been nominated. However, we are in no way responsible

for the work carried out by the nominated contractor and there shall be no deemed contract in existence between you and us with respect to the services of the nominated contractor. We shall be liable to you only to the extent of negligence in appointing a nominated contractor, and our liability shall be limited to the lesser of the value of the contract between you and the independent contractor or the value of the total Exhibitor Stand Space charge actually received from you by us.

## **9. VIRTUAL EVENTS**

9.1 Upon successfully registering for a Virtual Event, you may use the Virtual Event Platform subject to these terms and conditions.

9.2 You acknowledge and agree that we will provide a website for your Virtual Event Platform only and that excluding the online host for the Virtual Event our Services do not include liaising with any third parties on your behalf, or liaising with you behalf of third parties (including students). You must communicate with all other third parties outside of the website.

9.3 We reserve the right to monitor and/or moderate Virtual Event Platform content, but we are not obliged to do so and we are not responsible for any errors on the Virtual Event Platform.

9.4 We warrant that we will provide the Virtual Event with reasonable care and skill although we do not warrant any particular outcome as a result of you uploading any listings to the Virtual Event.

9.5 We do not warrant the credibility or suitability of any visitor or delegate attending the Virtual Event.

9.6 Notwithstanding that we will use our reasonable endeavours to provide uninterrupted access to the Virtual Event; technological failure may obstruct the provision of the Virtual Event in whole or part. We make no representation or warranty that the Virtual Event will be accessible or available at all times, or that the whole or any part of the Virtual Event will be free from error.

9.7 We will not be liable for delays or errors in data caused by virtue of the transmission of that data via the internet.

9.8 We may, at our absolute discretion: a. remove or refuse to display content on the Virtual Event Platform without notice to you (although we will use reasonable endeavours to provide such notice); b. without prejudice to our rights contained in clause 9.3 above, require Virtual Event Platform content to be amended.

9.9 You are permitted to submit content, participate in chats or forum posts within the Virtual Event. You retain ownership to the content you submit. However, upon submission, you grant us and the host a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable and sub-licensable right to use, reproduce, broadcast, distribute, prepare



derivative works of, display, and perform any of your submissions in connection with the Virtual Event or for promotion or redistribution of all or part of the Virtual Event in any format and through any channel.

9.10 You may also be exposed to submissions from other users. We are not liable to you for any other user's submission, and you agree to waive, any legal or equitable rights or remedies you have or may have against us and the host with respect to other users' submissions.

9.11 We have the right to review visitor/delegate submitted content to determine whether it violates these terms and conditions and to remove or alter that content without notice to you. However, although we have the right to review and remove content, we do not routinely monitor the Virtual Event for violations of these terms and you should have no expectation that the content made available has been reviewed or is compliant with these terms. Therefore, you agree that neither us nor the host will be liable for any failure to remove or alter content.

9.12 You are solely responsible for the activity, which occurs at a Virtual Event and the content uploaded to the Virtual Event Platform. You are prohibited from and agree not to:

- i. create false user accounts, use another individual's user account or otherwise access the Virtual Event in an unauthorised manner;
- i. invade another user's privacy or publish another user's personally identifiable information without such user's consent.
- ii. copy, modify, reproduce, transmit, republish, distribute or create derivatives of any of the content, software or materials available in the Virtual Event; launch any automated system, including, but not limited to, "robots", "spiders" or "offline readers", which access the online event platform;
- iii. collect or harvest any personally identifiable information;
- iv. make or submit any sexually explicit, racially, culturally or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory or abusive statements or content;
- v. transmit material that contains malicious code, such as viruses, worms, trojan horses, spyware, or other potentially harmful elements;
- vi. use the communication systems made available to you within the Virtual Event for commercial solicitation, unless expressly authorised to do so by us or intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and internet protocol addresses;
- vii. impersonate any other person or entity or stalk or otherwise harass any other user;
- viii. submit content which features pornographic, sexually explicit, describes or encourages dangerous or illegal acts, graphic or gratuitously violent content; or
- ix. make or submit any obscene, hateful or otherwise offensive material, comments or content.
- x. invade another user's privacy or publish another user's personally identifiable information without such user's consent.
- xi. copy, modify, reproduce, transmit, republish, distribute or create derivatives of any of the content, software or materials available in the Virtual Event; launch any automated



system, including, but not limited to, “robots”, “spiders” or “offline readers”, which access the online event platform; collect or harvest any personally identifiable information;

9.13 We in our sole discretion, reserve the right to terminate your access to the Virtual Event for any violation of these terms, including repeat infringers, and to remove or take down any content posted in violation, or suspected to be in violation of these terms.

## **10. PAYMENT**

10.1 You agree to pay us the Fees in accordance with the payment terms of the invoice, or prior to the date of the Event (which ever date is first).

10.2 A £50.00 plus VAT administration charge is applicable if you make a change to an existing booking and you ask us to re-issue an invoice due to such a change(s).

10.3 The Fees shall be paid by you either:

- i. On our acceptance of the application contained in the Booking, either BACs; or
- ii. Following completion of the Booking and acceptance by us of the application, we shall invoice you for the Fees. You will pay the Fees within 30 (thirty) days of the date of the invoice, and in any event not less than 7 (seven) days prior to the date of the Event. You will not be permitted to participate in an Event and/or a Virtual Event if full payment is not made 7 (seven) days prior to the date of the event;
- iii. In the event you fail to make payment in accordance with either sub clause (i) or (ii), you shall be deemed to have waived any and or all rights for space at the Event. In the event you wish to re-book the same Exhibition Space then, provided it is available, you shall pay us the full outstanding Fee in advance together with an administration charge of £50.00 plus VAT.

10.4 All sums due under the Contract shall be paid by you without any set-off or other deduction.

10.5 All Fees are subject to VAT.

## **11. MULTI-EVENT**

11.1 An Exhibitor can book to attend a number of Exhibitions.

11.2 Exhibitors will be allocated a single exhibition space for each selected Exhibition in accordance with the Contract.

## **12 CANCELLATION OF SPACE AND TERMINATION**

12.1 If you wish to cancel the Exhibitor Space and/or Virtual Event Platform then you must give us written notice by Recorded Delivery post or email to [exhibit@propertydevelopershow.co.uk](mailto:exhibit@propertydevelopershow.co.uk), and any such notice shall be deemed duly served (not being a Saturday or Sunday or public holiday) 2 (two) days following the date of posting or sending or receipt in the case of an email.

12.2 In the event that you either wish to cancel the Contract or part of the Contract, or has failed to meet any of the payment obligations in clause 10 (ten) (whether as to the amounts or dates of payment), as set out in these Terms and Conditions, then we reserve the right (but without being obliged to do so, and without prejudice to any other right or remedy available to the Organiser) to apply the following cancellation charges to the booking, and reallocate Exhibitor Stand Space or the Virtual Events Platform to a third party:

Exhibitions and Subject Specific Event/s

- (a) 6 (six) months or more to the Exhibition: 10% of total Fees (plus VAT);
- (b) More than 3 (three) months and less than 6 (six) months prior to Exhibition: 50% of total Fees (plus VAT);
- (c) 3 (three) months or less to the Exhibition: 100% of total Fees (plus VAT).

Marketing and in event opportunities

Should you wish to cancel a marketing or in event opportunity, the following cancellation fees apply:

- (a) More than 3 (three) months and less than 6 (six) months prior to Exhibition: 50% of total Fees (plus VAT);
- (b) 3 (three) months or less to Exhibition: 100% of total Fees (plus VAT).

12.3 No refund or part refund of accommodation or additional delegate fees will be given by us in the event that you cancel a booking or additional delegate place

12.4 No refund or part refund of Fees will be given by us in the event of any non-attendance by you.

12.5 In the event we resell or reallocate the cancelled Exhibitor Stand Space and/or Virtual Events Platform (or the space by which it is reduced pursuant to the Contract) after payment of the cancellation charges, we shall be under no obligation to reimburse all or any part of the cancellation charges to you which relate to the Exhibitor Stand Space and/or Virtual Events Platform resold or reallocated.

12.6 You shall not have a claim against us in respect of any loss or damage whatsoever consequent upon the Exhibition failing (for whatever reason) to be held, or the Event Venue being or becoming wholly or partially unavailable for the holding of the Event for whatsoever reason.

12.7 We may terminate this and any other agreement with you at any time by notice to you if you:

- i. fails to make payment for the Exhibitor Stand Space and/or Virtual Events Platform allocated;
- ii. is in breach of these Terms and Conditions (or any other document or terms referred to herein), and the breach is incapable of being remedied within a reasonable time, or in the case of a breach capable of remedy within a reasonable time, the breach is not remedied within a reasonable time. Both us and you acknowledge that what constitutes a reasonable time will depend on the facts including the effect that the breach may have on both us and

other Exhibitors. Depending on the circumstances it may be reasonable for us to require immediate remedy of the breach.

iii. becomes bankrupt, commits any act of bankruptcy, goes into liquidation, has a Receiver or Administrator appointed in respect of any of its assets, or anything which in our reasonable opinion is analogous to these.

### **13. ATTENDANCE AND OTHER EXHIBITORS**

13.1 You acknowledge and accept that we are not able to compel visitors/delegates to attend the Event, and that we shall not be responsible in any way whatsoever for the failure of all or any other contracted exhibitors to attend the Exhibition, or the failure of any number of attendees forecast to attend the Event (including breakout sessions/seminars if applicable), for any reason beyond our reasonable control.

13.2 You acknowledge and accept that the opinions expressed by speakers are their own, and we cannot accept liability for advice given, or views expressed, by them.

13.3 You acknowledge that we have no liability whatsoever regarding the suitability of the Event to meet your needs or the number of visitors to the Event. In the event that we anticipate that the number of visitors falls below an economically viable number, such number being in our sole and exclusive opinion not being economically viable, then we may, at its sole and exclusive discretion, cancel the Event and retain all or part of the total Fees without further liability, including set off against other exhibitions, to you.

13.4 We shall not be liable to you in the event of the Event being rearranged, postponed or a substituted Venue for the Event being imposed by us.

13.5 We reserve the right to change the date or venue of any Event, no later than 21 (twenty-one) days prior to the Event. Notification of any such change will be sent to each delegate, exhibitor and organisation no later than 21 (twenty-one) days prior to the date of the Event. Our liability in respect of such change will be limited to a refund of the delegate, exhibitor, and sponsor fees if so requested.

13.6 We shall endeavour to ensure that the published programme for an event is provided in advance. However, we reserve the right to alter published programmes and speakers at any time.

### **14. HEALTH AND SAFETY AND ALL LEGISLATION AND REGULATIONS RELEVANT TO THE EVENT**

14.1 The Health and Safety at Work, etc. Act 1974 and all other Relevant Legislation and Regulations apply to the Event, and you must fulfil your obligations in respect of all such Relevant Legislation and Regulations and ensure that all parties employed or engaged by you also operate within them.

14.2 You must ensure that all employees, contractors, subcontractors, and agents in the course of construction and dismantling of their stands, and in the course of all work carried

out at the Venue, have taken all necessary steps to comply with all Relevant Legislation and Regulations and the Event Information, you must ensure that you are able to provide evidence if requested.

14.3 Any electrical equipment that is to be used by you at the Event must have been subject to a satisfactory portable appliance test and must be accompanied with a valid current test certificate. We may refuse the use of any electrical equipment that is not accompanied by such a certificate.

14.4 All materials used for building, decorating, or covering stands must be non-flammable and comply with British Standards. You must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

14.5 You are responsible for, and must ensure full compliance with, our and the Venue's Health and Safety policy.

14.6 All gangways, aisles, entrances, exits, lobbies, and stairways at the Event Venue should be kept clean, unobstructed, and not used for any other purposes than entry, exit, or circulation of visitors to the Event.

14.7 All Exhibitors' representatives must keep within the boundaries of the Exhibitor Stand Space whilst promoting their organisation, and not encroach on to the Exhibitor Stand Space of other Exhibitors, or into the walkways.

14.8 Promotional activities are not permitted outside, or on entrance to, an Event Venue.

14.9 No animals other than assistance dogs are permitted at the Event.

## **15. ASSIGNMENT**

15.1 The Contract is personal to you and you shall not assign, transfer, mortgage, charge, subcontract, declare a trust of, or deal in any other manner with any of its rights and obligations under the Contract without our prior written consent.

15.2 You confirm it you are acting on your own behalf and not for the benefit of any other person. If you are an agent booking on behalf of the Exhibitor, you confirm that you are acting on behalf of the Exhibitor and not for the benefit of any other person.

15.3 We may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of, or deal in any other manner with any of its rights and obligations under the Contract without the consent of the Exhibitor.

## **16. FORCE MAJEURE**

16.1 Neither us nor you shall be in breach of this agreement nor liable for any failure or delay in the opening of an Event, or failure to perform any of its obligations under this agreement if that delay or failure is caused by circumstances beyond its reasonable control of either party (a Force Majeure event). Where such an event occurs, the obligations of the parties will be suspended for so long as the Force Majeure event continues.

16.2 Where the Event and/or the Virtual Event has started prior to the Force Majeure event, you must continue to observe the Relevant Legislation and Regulations and Event Information. This clause shall not operate so as to cause the Event to be opened or to remain open after the last scheduled day for the Exhibition.

16.3 In these circumstances the affected party shall be entitled to a reasonable extension of the time for performing its obligations, provided that, if the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

16.4 Unless otherwise agreed in writing by us, we will not be obliged to reimburse you any payments made.

## **17. INDEMNITY**

17.1 You shall fully and effectually indemnify us and keep us indemnified against any liability and all costs, claims, demands, actions, proceedings, and losses whatsoever made against or incurred by us as a result of you exhibiting or advertising any goods or services at the Event and/or a Virtual Event or a breach by you of any third parties' intellectual property rights.

## **18. LIMITATION OF LIABILITY**

18.1 Except in respect of any personal injury or death for which we may be liable at law, our total liability to you in respect of any breach of contract or negligence shall not in any circumstances exceed the total amount of any payment received by us from you for the Exhibition during which any loss arises.

## **19. INSURANCE AND EXCLUSIONS**

19.1 You shall effect, at your own cost, full indemnity insurance, to a minimum amount of £10,000,000, against usual risks in respect of loss, damage, or injury to goods or persons, for the full duration of the Event.

19.2 Exhibitors' stands and exhibits are not accepted into the custody or control of the licensor, and exhibitors shall make their own insurance arrangements. We take every precaution to protect exhibitors' property during any event, however they are not responsible for any loss or damage.

## **20. PROMOTION AND REPRESENTATION**

20.1 Whilst we will use our reasonable endeavours to organise and promote the Event and/or the Virtual Event in such a manner as it may consider appropriate, we reserve the right to amend or vary the manner or methods of such organisation and promotion and, therefore, any statement made by or on behalf of us as to visitor projections, or methods, or timing of promotions shall constitute only general indications of our promotion and organising strategy, and shall not amount to any representation or warranty.

20.2 Any application for Exhibitor Stand Space and/or Virtual Event Platform or any acceptance thereof by us shall not be conditional on the presence, or location, of any other Exhibitor at the same or any other Event and any reference to such shall not apply to any contract between us and you for Exhibition Exhibitor Stand Space and/or Virtual Event Platform.

## **21. DATA PROTECTION**

Personal data you supply to us as part of the Booking will be processed in accordance with the Data Protection Act 2018 and any re-enactment, amendment, extension, or replacement from time to time. Our privacy policy (<https://propertydevelopershow.co.uk/privacy-policy>) sets out how we use your personal data and on what lawful basis we do so. It also contains other information with respect to the processing of your personal data.

## **22. GENERAL**

22.1 Each and every of our rights or remedies under the Contract is without prejudice to any other right or remedy we have under this or any other Contract.

22.2 If any condition or part of the Contract is found by any court, tribunal, administrative body, or authority of competent jurisdiction to be illegal, invalid, or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

22.3 No failure or delay by us to exercise any right, power, or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same or of some other right, power, or remedy.

22.4 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person not a party to it.

22.5 The Contract contains all the Terms and Conditions which we have agreed in relation to the Contract and supersedes any prior written or oral agreements, representations or understandings between the parties relating to the subject matter of the Contract. You acknowledge that you have not relied upon any warranty, representation, statement or understanding made or given by or on our behalf which is not set out in the Contract.

22.6 Nothing contained in the Contract, and no action taken by the parties pursuant to the Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

22.7 Any notice hereunder shall be in writing and shall be served by hand or post to the registered office for the time being of the party on which it is to be served unless stated otherwise in these Terms and Conditions.

22.8 These Terms and Conditions shall be governed by and construed in accordance with the law of England, and each party agrees to submit to the exclusive jurisdiction of the courts of England.

Exhibitor Health and Safety Updated: 12 May 2023.

The safety of event exhibitors and visitors is paramount. As a result, we have compiled this information to guide you through your event activities. Please read this and supporting documents and pass on to anyone involved in attending a Property Developer Show.

- Exhibitor responsibilities – risk assessments and guidelines.
- Example Exhibitor risk assessment
- Contractor, constructed, and space only stand guidelines.
- Property Developer Show external contractors.
- Property Developer Show: public and employers' liability insurance

#### EXHIBITOR RESPONSIBILITIES – RISK ASSESSMENTS AND GUIDELINES

An exhibition stand is a workplace covered by health and safety legislation. As the exhibitor, it is your responsibility to ensure a suitable and sufficient risk assessment is completed prior to your attendance, and adequate insurance is in place. Failure to do so could lead to delays, and ultimately, the closure of your stand.

The control measures in the example Exhibitor Risk Assessment are in place to provide a safe environment for all exhibitors, staff, and visitors attending the Property Developer Show.

By agreeing to the Exhibitions terms and conditions, you will be agreeing, on behalf of your organisation/course provider, that you and any member of your staff will agree to comply with your risk assessment and that you and your staff will implement the necessary control measures outlined to prevent such risks from occurring. It is only intended to cover the period of time from arriving at the venue, to the point at which you leave.

1. You have completed an Exhibitor Risk Assessment and if required: - certification (if required LOLER, PAT and load rating certs)
2. You retain one copy of your Exhibitor Risk Assessment, method and certs for your records.
3. A copy of your Risk Assessment is passed on to all staff members representing your stand.



4. On request you provide a copy of Employers' and public liability insurance certs

For the Create your future event, exhibitors must complete additional risk assessments for the following activities (if applicable):

- performances on main stage
- buskers stage performance
- interactive workshops
- any other additional activities (please discuss with the organiser)

### **CONTRACTOR, CONSTRUCTED, AND SPACE ONLY STAND GUIDELINES**

If your using external contractors to build or install your stand at any of the venues, you should ensure you obtain a risk assessment from them and submit the following to the organisers from all contractors:

- risk assessment
- method statement (if a complex structure or space only)
- scale drawing (if a complex structure or space only)
- certification (if required LOLER, PAT and load rating certs)
- employers' and public liability insurance certs

These should be forwarded to the organisers at least six weeks prior to the relevant event(s).

For more advice, please contact the organiser of the event for which you will have a space only stand.

### **EXTERNAL CONTRACTORS**

An exhibition stand is a workplace covered by health and safety legislation. As an exhibitor it is your responsibility to ensure that a suitable and sufficient risk assessment is completed prior to your attendance. Failure to do so can lead to delays or ultimately the closure of your stand.

By submitting your online booking, you are being asked to agree on behalf of your organisation that you and your staff will comply with our Health and Safety policy, All exhibitors must understand and comply with ALL safety measures set out by Voxity Media and Venue.

Email: [exhibit@propertydevelopershow.co.uk](mailto:exhibit@propertydevelopershow.co.uk)

### **EXHIBITIONS**

Definition: Exhibitions which are located in large population areas and shall be held in an appropriate commercial venue. Exhibitions are organised and funded entirely by Voxity Media Ltd.

Anticipated number of exhibitors 30-60

Anticipated number of visitors 150-400

## PRIORITIES WITH REGARD TO EXHIBITOR PARTICIPATION

Priority One: Any major national or regional sponsor of the Property Developer Show.

Priority Two: Gold package holders.

Priority Three: Silver package holders.

Priority Four: Bronze package holders.

Waiting lists are created automatically for all events and regularly reviewed.

## FLOOR PLAN

A strict method of how stands are allocated is followed, stands are allocated in a random numerical process. Process for a random allocated floorplan:

- Any major national or regional sponsor of the Exhibition will have choice of their stand location.
- Followed by any prepaid exhibitor.
- Remaining exhibitors attending the selected event will be allocated stands at random
- The list is then manually checked and altered if required for the below reasons:
  - o The random list has placed local or high volume exhibitors in areas within a close proximity of each other, meaning bottle necks may occur, posing a health and safety risk. Those that will need to be moved will be re-allocated a new random number.
  - o Stand position bookings and requests (middle stand, end of row, or space only) means the exact location must be slightly altered out of random number order.
  - o Power requests at venue only when possible, exhibitors will be moved to locations with access to power
  - o Late bookings post floorplan stand allocation will be allocated the next available stand location.
- Stands are then plotted in the random number order starting at the front corner of the hall, exact location to be dependent on venue
- List randomised for each event, therefore the order will be different each time, ensuring complete fairness.

By confirming your booking and/or making payment, you are deemed to have accepted our Terms & Conditions. These Terms & Conditions apply to all bookings, unless otherwise agreed in writing:

Company Name: .....

Full Name: .....

Job Title: .....

Signed: .....

Date: .....