



## **TERMS AND CONDITIONS OF CENTRAL EXHIBITIONS LTD**

**1. DEFINITIONS:** 'The Exhibitor' means any company, firm or individual, heirs or assignees or servants or agents thereof who apply to and are allocated space at any Exhibition organised by the Organisers. 'The Organisers' means Central Exhibitions Ltd or any successor thereof whether corporate or unincorporated.

**2. INTERFERENCE WITH SERVICES:** Neither Exhibitors nor their representatives will be permitted to interfere in any way with electric, gas or water fitting connections but must contact the appropriate contractors.

**3. SUB/LICENCES:** Exhibitors will not be allowed to grant sub-licences or to divide their site without special written permission being obtained from the Organisers, and even in such cases, no name must appear on that stand other than that of the Exhibitor to whom the site was originally allotted. No Exhibitor may exhibit, display or give any goods or literature relating to any goods which are not his property, neither may he exhibit, display or give away anything which has not been properly described without first receiving written permission from the Organisers. The Organisers may remove goods, exhibits, displays or literature infringing this regulation.

**4. PERMISSIONS, EXHIBITORS MAY NOT:** a) Erect any display within the venue without the permission of the Organisers and venue owners. b) Erect any display which might infringe any fire regulations or cause any inconvenience to the venue, its patrons or members of the public.

**5. DAMAGE OR LOSS:** Provided that they have taken reasonable care, the Organisers shall not be responsible for any damage to or loss of any property whatsoever introduced by Exhibitors or their contractors. All such property shall be at the risk of the Exhibitor and the Exhibitor shall insure the same accordingly.

**6. INDEMNITY:** As a condition of allotment of space, the Exhibitor shall indemnify the Organisers against all costs, charges, expenses, losses, proceedings, actions or claims arising out of any infringement of the right of any third party or any damage or injury to any property or person whatsoever occasioned directly or indirectly by the act, default or negligence of the Exhibitor, his representative, servants or workmen or any other person or persons under his direction.

**7. VISITORS:** The Organisers will make every effort to ensure a satisfactory level of visitor attendance. However, no guarantees can be undertaken as to the calibre or quantity thereof.

**8. CONDUCT OF AGENTS, SERVANTS ETC.:** Exhibitors will be held responsible for the conduct and behaviour of their agents and servants and contractors who must carry out all reasonable requirements of the Organisers or their representatives.

**9. THIRD PARTY:** The Exhibitor is responsible for all claims arising from personal injury or damage to property arising in connection with the erection and dismantling of the Exhibitors stand and anything permitted, omitted or done thereon or there from during the period of the Exhibition or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, sub contractor, servant, agent, licensee or invitee of his or the act, omission neglect of any such person or by any exhibit, machinery or other article or thing of the Exhibitor or in the possession of or use of the Exhibitor or any servant or agent of his. The Exhibitor will indemnify the Organisers in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims.

**10. CANCELLATION - Cancellation of Exhibition:** If the Exhibition is cancelled or abandoned by reason of force majeure, war, fire, national emergency, strike, lock-out, civil disturbance, inevitable accident, the non-availability of the Exhibition premises, or any other cause not within the control of the Organisers, whether of *the same kind* or not, the Organisers may at their entire discretion repay the rental paid by the Exhibitor or part thereof, but shall be under no liability to the Exhibitor in respect of any actions, claims, losses, (including consequential losses), cost or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as a result of the happening of any such events. The Organisers shall not be liable for any loss which Exhibitors may sustain by reason of the local or other competent authority including the centre:mk intervening and preventing or restricting the use of any portion of the Exhibition or any premises thereon or any part thereof in any manner.

**11. FAILURE TO VACATE:** If the Exhibitor, or their servants, agents or sub-contractors should fail to remove all their property or otherwise fail to vacate the Exhibition premises by (time as advised) due to any cause whatsoever, the Organiser will hold the Exhibitor fully responsible for any penalties imposed by the venue owner, or any other losses and costs incurred by the Organiser as a result of the Exhibitor failing to vacate the premises by the agreed time.

**12. INSURANCE OF EXHIBITS, EXHIBITORS OR STAND HOLDERS PROPERTY:** The Organisers do not accept responsibility for any loss or damage from any cause whatever in respect of any property brought to the Exhibition premises by Exhibitors or stand holders or their servants, agents, sub-contractors or any other persons, and the Exhibitor or stand holder is required to indemnify the Organisers in respect of any such loss or damage to the Exhibits or any other property brought to the premises whether it is their property or not.

**13. HEAVY EXHIBITS:** The maximum floor loading is 200 lbs per sq ft. Precautions must be taken to prevent damage to flooring and walls. Exhibitors are requested to provide a suitable protective covering against oil, grease, etc. which could leak from machinery.

**14. SAFETY:** All Exhibitors displaying working or moving machinery are required to note their responsibilities under the Health & Safety at Works act 1974. All such machinery must be properly guarded to protect the public from both the machinery and also the discharge of waste material. Machinery will be inspected by the stand Organisers. All portable electrical items are to hold a valid PAT testing certificate or sticker.

**15. BOOKINGS:** Will normally be accepted on the order form or via email. The balance is due no later than four weeks before the exhibition, after which the Exhibition stand space may be re-offered to companies awaiting allocation. If payment is delayed or is not paid by the Exhibition date, an administration fee of £10 will be added per week in respect of chasing payment. If payment is outstanding long-term, advice will be sought from a Solicitor.

**16. AGREEMENT:** The submission of the completed booking form (or telephone or email agreement) shall constitute an **offer** by the client and the contract shall come into existence when Central Exhibitions Ltd issue an invoice. It is then not normally transferable. Central Exhibitions reserve the right to refuse any potential exhibitor without prejudice.

**17. EXHIBITION LAYOUT:** Whilst every effort will be made to retain the basic layout as shown on the floor plan, the Organisers have absolute control and reserve the right to amend the layout where they deem it to be necessary.

**18. SPECIAL CLAUSE:** The CBRE Management Company (for the centre:mk) will not permit merchandise which is the same as, or similar to, that offered by its tenants which gains an advantage over the tenants when offered in Middleton Hall. Merchandise in the same category but in a different price band, quality level or speciality will be considered. Generally, this will only apply where the merchandise marketed is significantly superior/unique in quality/range than that offered by the tenants of the centre:mk. Merchandise which undercuts the prices of the tenants will not be allowed. Occasionally, merchandise in the same price bracket and generic description as a tenant may be offered if it fits into a different category, e.g. antique, as opposed to modern furniture. Goods/items which are readily available through the centre:mk retailers may be promoted with necessary notification/signs advising the general public at which stores they can be obtained/purchased.

**19. CANCELLATION:** In the event of cancellation of a booking by an Exhibitor the Organisers reserve the right to refund a proportion of the booking fee in their absolute discretion according to the particular circumstance but shall be under no obligation to repay the whole or any part of the rental/booking fee. If the Organisers cannot re-let, then the Exhibitor may be liable for payment of a full balance of the stand space booked.

**20. GDPR:** Please review the Organisers GDPR Privacy note on the website in order to understand how your data is used.