

## Terms and Conditions

### 1. Definitions

The term “**Organiser**” means the Carlisle Support Services Group Limited (07880629) of 251 The Boulevard, Capability Green, Luton, LU1 3LU. The term “**Exhibitor**” means any person, firm or company that has applied for and who has been granted space in the Exhibition. The term “**Exhibition**” means the space allocated at the Innovation Lab, as detailed in the Exhibitor Pack.

- a) Every effort will be made to allocate to the Exhibitor the stand space which has been ordered. However, the Organiser has the right to reallocate a stand to facilitate an effective layout of the Exhibition.
- b) In the event of over subscription, the Organiser reserves the right to accept or reject applications for an exhibition space. Consideration will be given to allow new suppliers to attend, as well as previous suppliers to ensure there is a reasonable balance of categories.
- c) Once an application has been accepted by the Organiser, the Exhibitor will be informed in writing via email with instructions for registration and payment.

### 2. Payment

- a) In consideration of the Organiser providing the exhibition space, the Exhibitor shall pay the “**Fees**” in accordance with the sponsorship level selected in the Exhibitor Pack, unless a Charity Sponsor is selected and then no fees shall be payable.
- b) The Organiser shall invoice the Exhibitor the Fees, in accordance with the sponsor package selected. The Exhibitor shall pay the invoices submitted in full not later than 30 Business Days after the date of invoice.
- c) In the event the Exhibitor fails to meet any such payment obligations (whether as to amounts or date of payment) the Organiser reserves the right to cancel this contract with the Exhibitor with immediate effect. In such instance, the provisions of ‘*Section 4 - Cancellation of Stand Space*’, shall apply.

### 3. Cancellation of Stand Space

- a) If the Exhibitor wishes to make any amendment to the booking or cancellation to the booking, it must send written notice via email to [innovationlab@carlisesupportservices.com](mailto:innovationlab@carlisesupportservices.com). Any cancellation will take effect on the day the Organiser receives the written instruction.
- b) Further to the Exhibitor’s notice of cancellation the Organiser shall have the absolute discretion to reallocate or resell the Exhibitor’s booking and/or stand space as detailed in the Sponsorship Pack.
- c) If the Exhibitor cancels the booking either in whole or part, it will be liable to pay for such cancellation in accordance with the following scale:
  - Before 22<sup>nd</sup> December 2022 - 50% of the Fees.
  - Between 23<sup>rd</sup> December 2022 - 23<sup>rd</sup> January 2023 - 80% of the Fees.
  - After 24<sup>th</sup> January 2023 - 100% of the Fee.

### 4. Cancellation and Refunds

- a) If the Exhibition is cancelled by the Organiser for commercial reasons, then all payments made by the Exhibitor will be refunded, but the Exhibitor hereby agrees that in such circumstances they will have no further claim (whether for damages or otherwise) against the Organiser.
- b) If the Exhibition or any part thereof is prevented from being held in a particular location, or on a particular date the Organiser shall be entitled in its absolute discretion to cancel, relocate, or change the date of all or any part of the Exhibition, reduce the planned period for preparation, display or dismantling of the Exhibition.
- c) If the Exhibition is prevented from being held due to a force majeure event, including any act, event, omission, or accident beyond the reasonable control of the Organiser then the Organiser shall not be in breach of this contract, nor liable for any failure or delay in performance of any of its obligations under this contract arising from or attributable to an event of the force majeure event.
- d) Any refund of Fees to the Exhibitor for cancellation or a force majeure event shall be at the absolute discretion of the Organiser. If given, shall be a proportionate share of the balance of the aggregate Exhibition Fees received by the Organiser in relation to the exhibition as the Organiser thinks fit after deducting expenses incurred by and reasonable compensation for the Organiser, but in no case shall the amount of any refund to the Exhibitor exceed the amount paid by the Organiser.

- e) The Organiser shall be under no liability to the Exhibitor (including its contractors/exhibitors) for any loss which they may sustain in consequence of any such cancellation, the Exhibitor shall be under no liability to the Organiser for the same.

## 5. Stand Space

- a) If in the opinion of the Organiser the Exhibitor's stand or display extends beyond their allocated space the Organiser may at their sole discretion charge the Exhibitor for the extra space so occupied at the prevailing rate.
- b) The Exhibitor must not erect their exhibits in a manner which would in the opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Exhibition or occasion inconvenience to or otherwise affect the display of any other exhibitor.
- c) All materials used for building decorating or covering stands or displays must be of non-flammable material. The Exhibitor must comply with all instructions given by the relevant authorities to avoid the risk of fire.

## 6. Publicity

- a) The Exhibitor acknowledges that the Organiser may use the Exhibitor's company logo (as provided) within PR elements such as posts on social platforms.
- b) Whilst the Organiser shall use its reasonable endeavours to organise and promote the Exhibition in such a manner as it considers appropriate the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as to audience projections, or methods or timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

## 7. Attendance

- a) The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted Exhibitors to attend the Exhibition, or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Organiser.
- b) Any application for stand space or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other Exhibitor at the Exhibition.

## 8. Compliance with Regulations

- a) The Exhibitor shall abide by and observe all requirements laws rules and regulations whether imposed by the Organiser or any other competent authority.

## 9. Insurance

- a) The Exhibitor shall carry public liability insurance against personal injury death or damage to or loss of property by any cause whatsoever. The Exhibitor shall also ensure that they have full indemnity insurance against the usual risks in respect of all loss damage or injury to goods and persons.

## 10. Liability

- a) The Organiser, its employees or agents shall not be liable for any loss, theft, damage, or injury to persons or property suffered by the Exhibitor, its employees, or agents.
- b) Information given by the Organiser about the Exhibition is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission will not entitle the Exhibitor to cancel their stand space booking.
- c) The Exhibitor hereby fully and effectually indemnifies the Organiser against all costs, claims, demands, proceedings, and losses whatsoever made against or incurred by the Organiser its employees, agents, or contractors as a result of any cause whatsoever arising in connection with the Exhibitor's participation in the Exhibition.

## 11. Entire Agreement

These terms and conditions contain the entire agreement between the Organiser and the Exhibitor and may only be changed by mutual agreement and in writing.

## 12. Governing Law and Jurisdiction

These terms and conditions shall be construed in accordance with English Law and the Exhibitor hereby submits to the non-exclusive jurisdiction of the English courts.