

SPVS-VMG CONGRESS 2022

Exhibiting Terms and Conditions

Definitions

The Congress: SPVS and VMG Congress (21-22 January 2022), which will take place at The Premises

The Organiser: Keystone Conference and Event Management on behalf of SPVS/VMG Joint Events

The Exhibitor: The person or company who has contracted to take stand space at The Congress

The Premises: ICC Wales, Newport, Wales

Upon receipt by The Organiser of The Exhibitor's completed booking form, a legally binding contract shall arise between The Organiser and The Exhibitor upon these terms and conditions, to the exclusion of all other terms and conditions.

1. The following payment terms will apply:
 - The Organiser will issue an invoice for the full exhibition fee on receipt of the Exhibitor's completed booking form and payment will be due within 30 days of the date of the invoice
 - The Exhibitor's booking at The Congress is only guaranteed on receipt of full payment and without prejudice to its other rights and remedies. The Organiser reserves the right to reallocate exhibition space or sponsorship if any monies owed to The Organiser are not paid when they are due (and in this situation monies already paid will be refunded in full, less any costs or expenses suffered or incurred by The Organiser as a result of the reallocation)
2. The Exhibitor may cancel its booking at any time, save that the following cancellation charges will be payable in order to compensate the Organiser for administrative and financial losses, costs and expenses that The Organiser will suffer as a result of such cancellation:
 - Up to and including 30th September 2021 – 50% of total cost
 - After 30th September 2021 – 100% of total cost
3. Once the booking form has been received by The Organiser, cancellation can only be accepted if made in writing to The Organiser by The Exhibitor and the cancellation has been acknowledged in writing by The Organiser.
4. First and second choice of stand space will go to the Platinum sponsor on first come first served basis; 3rd, 4th and 5th choice will go to the Gold sponsors on first come first served basis and thereafter choice will be given to Silver and Bronze sponsors accordingly. ***The remaining space will be allocated to exhibitors on a first come first served basis, according to when payment is received.*** The Organiser will use reasonable endeavours to ensure exhibitors are given their allocated space, but The Organiser retains the right to amend the floor plan and reallocate stands if necessary at its absolute discretion. The Exhibitor's application is not accepted on the condition of being allocated a particular spot.
5. The Exhibitor must confirm the full names of their staff who will attend The Congress and their staffing requirements for any social events no later than 10th January 2022 (social tickets subject to availability). The Organiser reserves the right to charge £25 per change for any rep name changes, to include adding additional reps and social event requirements made after this date by way of compensation for the administrative expenses it will incur as a result of any such change.

6. Social tickets are subject to availability and only guaranteed after receipt of full payment. Refunds for social ticket costs will not be given after 31st December 2021.
7. Any accommodation required **must be booked directly with local hotels**. Certain hotels will offer reduced rates to those attending The Congress. Details of how to book these will be provided by The Organisers.
8. The Congress exhibition will be open for 2 days from 8.30am until 6.00pm on Friday 21st January and 8.30am until 2.00pm on Saturday 22nd January (but please note that opening and closing times may vary at the absolute discretion of The Organiser depending on the final Congress programme and final details will be advised ahead of time).
9. Precise details with regard to setting-up times, get out times and details of loading and unloading will be sent out in advance of The Congress. The Exhibitor must agree to build their stand within these times and vacate The Premises by the allotted time.
10. Stand breakdown may NOT commence until the official get out time. If The Exhibitor's personnel must leave before the end of the final exhibition time, they must leave the stand intact and breakdown may only take place at the official time. However, please note that at this time, the Exhibitor shall be responsible for the immediate collection and removal of all of their goods and personal property from the Premises. The Exhibitor shall reimburse to the Organiser any costs incurred as a result of its failure to do so.
11. The Exhibitor must keep within their allocated space unless permission has been given by the Organiser to do otherwise. All stands are space only, and will be marked out on the floor. Exhibitors are allowed to have a backdrop to their stand, curved or flat, but it must not protrude over the width of their space. To maintain fairness, and to ensure visibility for all, stands must not have 'sides'.
12. The Exhibitor shall ensure that its stand and immediate surroundings is at all times kept free of litter, empty cases and packaging and is kept neat and tidy.
13. The Exhibitor shall not cause damage to The Premises, in particular shall not attach nails, screws or similar items thereto. The Exhibitor shall be responsible for any damage to The Premises and shall be fully responsible and shall indemnify and hold harmless the Organiser for any cost of making good any such damage.
14. The Exhibitor shall ensure that at least one person is always in attendance at The Exhibitor's stand during exhibition opening hours.
15. The Exhibitor may only display its own advertising and promotional materials. No advertisements of persons or firms who are not bona fide exhibitors or sponsors may be exhibited without prior and written permission of The Organiser.
16. Exhibitors and sponsors may distribute leaflets and materials only from their stand or at any sponsored lectures or masterclasses where it has been pre-agreed with the Organiser. Distribution must not take place off the stand without prior permission of the Organiser.
17. No wines, spirits or beverages, may be brought into The Premises or any part of The Premises' property by Exhibitors or Sponsors for consumption on the premises.
18. The Exhibitor must carry out a risk assessment of their proposed stand and staffing and take all measures to minimise risks. The Exhibitor must be prepared to show this risk assessment to The Organiser before the exhibition takes place, and The Organiser reserves the right to ask for all risk assessments to be submitted for scrutiny.
19. Portable Appliance Test (PAT) Certificate. Each electrical item (including spotlights) requires a PAT Certificate or purchase receipt dated within two years of the event. The Exhibitor's electrical equipment cannot be used without a Certificate, which must be shown to the Organiser upon request. Each plug must have a label showing when the latest PAT test was carried out.

20. Exhibitors will be also responsible for populating and preparing their exhibitor space in the selected event online platform and will be provided with access details 1 month prior to the event.
21. Liability and Insurance. Neither The Organiser nor the owner of The Premises shall be responsible or liable in any way for any loss or damage to The Exhibitor's property or injury to The Exhibitor's staff (other than in the case of death or personal injury caused by negligence). The Organiser shall in no circumstances be liable for loss of profit, loss of revenue, loss of business, loss of opportunity, or for any indirect or consequential losses, and The Organiser's total liability to The Exhibitor shall be limited to the amounts paid by The Exhibitor to The Organiser in respect of the Exhibitor's booking. The Exhibitor shall be fully responsible for any damage to property or injury to any individual caused by The Exhibitor or their staff or their agents or subcontractors or anyone working for The Exhibitor. The Exhibitor must ensure they have adequate public liability and product liability insurance to cover this event (with cover of not less than £5,000,000 per claim). The Exhibitor's total liability to the Organiser shall be limited to the amounts paid by the Exhibitor to the Organiser in respect of the Exhibitor's booking unless the Exhibitor's liability to the Organiser would be met by any insurance of the Exhibitor, then the Exhibitor's liability shall be extended to the extent that such liability is actually met by such insurance.
22. The Organiser shall assume no liability (provided it uses all reasonable endeavours to mitigate the risk of cancellation, reschedule or postponement of Congress 2022) whatsoever and no refunds or credits will be issued should Congress be cancelled, rescheduled or postponed due to any event beyond the reasonable control of the Organiser or any other event that renders performance of this event impracticable, illegal or impossible. For purposes of this clause, an event beyond the reasonable control of the Organiser shall include, but not be limited to: war, fire, labour strike, adverse weather, any communicable disease of humans or animals, (including Covid-19).

Should the attended event not be viable at The Premises as a result of Covid-19, The Organiser will continue to run the event via the selected Congress virtual platform. In this case, The Organiser will issue a £500 refund to the Exhibitor and will instead offer a virtual exhibition booth.
23. Please note that The Organiser may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, The Organisers reserve the right to alter or modify the advertised speakers and/or topics if necessary without any liability whatsoever to The Exhibitor. Any substitutions or alterations will be updated on the Organiser's web page as soon as possible.
24. The Organisers will consider speakers or topics suggested or offered by The Exhibitor. However, The Organisers will retain editorial control and are under no obligation to feature in the programme any speaker or topic suggested by The Exhibitor.
25. Health and Safety briefing documents will be given to The Exhibitor on arrival. These will include fire or emergency evacuation procedure. It is incumbent upon The Exhibitor to ensure that this briefing is in turn conveyed to their staff. The Exhibitor will assume full responsibility for the health and safety of their staff, contractors, or agents or anyone employed to work on their stand during set up and breakdown and during The Congress.
26. Special dietary requirements must be notified to the Organiser at least 14 days prior to the Congress, otherwise additional charges may be payable
27. The Exhibitor must (and must ensure that its personnel and representatives) abide by the rules, requirements, standards of behaviour and reasonable instructions from time to time from The Organisers.
28. The Exhibitor must refer to The Congress jointly as '**SPVS-VMG Congress 2022**' in all communications and marketing.

29. The Organiser shall act at all times with reasonable care and skill. All other warranties, representations, conditions and undertakings are excluded from these terms.
30. The Organiser may transfer its rights and obligations under these terms to another organisation, but this will not affect The Exhibitor's rights under these terms. The Exhibitor may only transfer its rights and obligations under these terms to another organisation with the prior written consent of the Organiser.
31. These terms and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims).
32. The Organiser reserves the right to retain your details for the purpose of contacting you regarding future Congress's and SPVS/VMG events.