



**BRITISH ASSOCIATION FOR SURGERY OF THE KNEE**  
Royal College of Surgeons  
35-43 Lincoln's Inn Fields  
London WC2A 3PN

## **Annual Spring Meeting, incorporating the biennial COKS Mtg 16th - 17th April 2020, Mathematical Institute**

### **EXHIBITOR CONTRACT**

#### **TERMS AND CONDITIONS**

**1. Definitions.** In these Terms and Conditions the term 'EXHIBITOR' and 'APPLICANT' shall include all employees, servants and agents of any Company, Partnership, Firm or individual to whom stand space has been allocated for the purpose of exhibiting. The term 'EXHIBITION' and 'ORGANISERS' shall mean 'THE BRITISH ASSOCIATION FOR SURGERY OF THE KNEE'.

**2. Duration of the Exhibition.** The Exhibition will be open during the following days and times only, during which stands must be open and fully staffed by the Exhibitor: **Thursday 16th to Friday 17th April 2020**

**3. Cost and Payment of Stand Space.** The cost of participation in the exhibition is stated and agreed on the exhibition stand booking form which forms the **CONTRACT** between the **ORGANISERS & MEDICAL INDUSTRY COMPANIES / EXHIBITOR** once the 'Exhibitor Stand Booking Form' is completed, signed and returned to the ORGANISER the contract is then in place. The cost of participation is also stated on the **Invoice** and subject to the cancellation policy as set out below. All invoices must be settled in **FULL** within 14 days of your invoice date. For invoices dated after **1 March 2020**, the full cost is payable within 5 days of your invoice date. In the event of an application not being accepted by the Organisers, any payments received will be returned to the applicant. Full payment must be received before occupation of stand space.

**4. Stand Space Allocation.** Stand space has been allocated in accordance with the level of exhibitor package and where possible, with the Exhibitor's choice and preference as stated on the 'Exhibitor Stand Booking Form'. The Organisers shall reserve the right to refuse any application for stand space or prohibit any exhibit without assigning any reason for such refusal or prohibition. Should it be necessary to revise the layout of the Exhibition for any purpose, the Organisers reserve the right to alter the positions of stands as, in their opinion may be required in the best interest of the Exhibitors Health & Safety.

**5. Cancellation or Reduction of Stand Space.** If an Exhibitor reduces their stand space OR exhibition package after it has been allocated and contracted, the Exhibitor will be liable to forfeit 50% of their total invoice amount.

If an Exhibitor cancels their stand space OR exhibition package after it has been allocated and contracted, the Exhibitor will be liable to the following charges:

- a.) 15% of the Exhibitor's Total Invoice amount up to 30 November 2019
- b.) 50% of the Exhibitor's Total Invoice amount up to 31 December 2019
- c.) 75% of the Exhibitor's Total Invoice amount up to 30 January 2020
- d.) 100% of the Exhibitor's Total Invoice amount on/after 01 February 2020

**6. Bankruptcy or Liquidation.** In the event of an Exhibitor becoming bankrupt or (being a Company) enter into liquidation (other than voluntary liquidation for the purpose of amalgamation or re-construction), or having a Receiver appointed, the contract with such an Exhibitor shall terminate forthwith; the allotment of stand space shall be cancelled and all sums paid by the Exhibitor under this Contract shall be forfeited.

**7. Insurance.** The Exhibitor must be responsible for safeguarding and insuring their own exhibits and property and also be responsible for any loss or damage caused to any property of the exhibition hall owners including the exhibition hall structure and fittings; any goods materials or fittings supplied by the Organisers, contractors or suppliers and to third parties. The Organisers are not responsible for the safety of any exhibit or other property of the Exhibitor or any other person or for loss, damage or destruction by theft, fire or any other cause, or for loss, damage or injury sustained by the Exhibitor or other person. This is whether by reason of any defect in the exhibition hall caused by fire, storm, lightning, explosion, national emergency, war, labour disputes, strikes, lock-outs, civil disturbance, inevitable accident, force majeure or for any other cause not within the control of the Organisers whether of the same kind or not. No responsibility can be accepted for any consequence of prevention, postponement or abandonment of the Exhibition.

**8. Postponement or Abandonment.** The Exhibitor shall have NO claim against the Organisers in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Exhibition, or of the Exhibition hall becoming wholly or partially unavailable for the holding of the Exhibition by reason of happenings of any of the events referred to in Section 7 above being beyond the Organisers' control.

The Organisers may at their entire discretion repay the rental paid by the Exhibitor or part thereof, but shall be under no obligation to repay the whole or part of such rental and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor as the result of the happening of any such events. If, in the opinion of the Organisers, re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall or building or by any other reasonable manner the Exhibition can be carried through, the contract for stand space shall be binding upon the parties, except as to size and position of stands.

**9. Occupation of Stand Space.** The Exhibitor, their employees, servants, agents and contractors, may enter the Exhibition premises for the purpose of erecting, installing and preparing their exhibits on **Wednesday 15th April 2020** at a time to be advised by the Organisers. All Stands must be completed and ready by **07.30am on Thursday 16th April 2020**.

In the event of an Exhibitor failing to take possession of their allocated stand space, the Organisers reserve the right to re-allocate or otherwise deal with the stand space as they see fit. The charges for such allocated stand space will nevertheless remain due to the Organisers. The Organisers shall have the right to refuse to permit the Exhibitor to occupy or use the stand space until all the sums due to the Organisers from the said Exhibitor have been paid.

**10. Failure to Vacate.** If the Exhibitor, or his servants, agents or sub-contractors should fail to remove all his property or otherwise fail to vacate the Exhibition premises by the end of tenancy (**22.00pm on Friday 17th April 2020**) due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by the Organisers, or any other losses and costs incurred by the Organisers as a result of the Exhibitor failing to vacate the premises by the agreed time and without prejudice to any other right or remedy of the Organisers, the Organisers may remove any property of the Exhibitor left in the Exhibition hall by the Exhibitor after the said time and the costs of such removal shall be paid by the Exhibitor to the Organisers on demand.

#### **11. Display Installation**

a.) The Exhibitor will NOT be permitted to install their exhibits or displays in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways.

b.) Gangways must be kept clear and free for passage and must not be littered or obstructed in any way whatsoever.

c.) All electrical installations and connections must be carried out by the official electrical contractor, as advised by the Organisers.

d.) Height restrictions as advised by the Organisers must be observed.

e.) No stand or display exposing an unfinished surface to neighbouring stands will be permitted, nor may any solid wall be erected on the perimeter of a stand bordering a gangway which would impede the frontage or view from or into a neighbouring stand.

f.) The venue, local authorities and Organisers reserves the right to examine and exclude any exhibits.

**12. Prohibition of Transfer.** The Exhibitor agrees not to assign or sublet any stand space allocated to them without prior consent from the Organisers, nor to display or advertise goods or services other than those manufactured or carried by them in the normal course of their business.

**13. Annoyance.** The Organisers reserve the right to regulate any activity on the part of any Exhibitor that may cause annoyance to other Exhibitors or visitors to the Exhibition. This includes excessive noise from working exhibits or sound equipment. Business must be conducted only from within the Exhibitor's allocated stand space.

**14. Electrical Requirements.** An Exhibitor may provide his own electrical fittings where such fittings are in the form of made up units, showcases, signs etc. complete and ready for connection to the mains supply. All electrical installations and connections must be carried out by the official electrical contractor as advised by the Organisers, cost payable by exhibitor to the service provider.

**15. Stand Cleaning/Storage.** The Exhibitor is responsible to the Organisers for seeing that their stand is maintained in a clean and orderly state during the open period of the exhibition. **NO STORAGE SPACE** is available in the Mathematical Institute and the **Exhibitor must ensure that all packing materials and empty boxes are removed from the premises before the opening of the Exhibition.**

**16. Dangerous Materials and Exhibits.** The Exhibitor must conform to the regulations and conditions concerning explosives and dangerous materials, combustible or otherwise, as laid down by the venue, Local Authorities and other statutory bodies. Any materials or exhibits not approved by these authorities or the Organisers must be removed from the premises.

**17. Fire Precautions.** All inflammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which the Exhibition may be subject. All electrical wiring and cables must be clear of the floor. No packing materials or empty boxes must be stored on or behind stands. Fire Points and Exits must be kept clear at all times. The Exhibitor must adhere to all fire and safety regulations which affect the Exhibition.

**18. Damage to Exhibition Hall.** No nails, screws or other fixtures may be driven into any part of the hall structure including floors. Care should be taken to avoid any damage to any part of the hall structure. Should any such damage or disfigurement occur, the Exhibitor shall be liable for any reparation charges incurred.

**19. Security.** Security staff will be on duty throughout the period of tenancy of the Exhibition but shall be under no liability for loss or damage. Name badges must be worn at all times by Exhibitors.

**20. General Conditions.** The Organisers will be responsible at all times for the control of the Exhibition area. The Exhibitor is responsible for the supervision of their stand(s). Should any question arise that is not provided for within the foregoing Terms and Conditions, the Organisers undertake to give the fullest sympathetic consideration to the interests of the Exhibitor. The Organiser's decision must be accepted as final where the requirements for the correct conduct of the Exhibition make an immediate decision imperative, subject always to the proviso that matters in dispute may be referred to an independent arbitrator at the request of either side. The Exhibitor must comply with any regulation or requirements imposed on the Organisers by the venue, The Local Authorities or any other competent authority.

**21. Exemptions.** Exemptions from any of these Terms and Conditions may be granted at the Organisers' discretion. No exemption will be effective unless it is given in writing.

**22. Law.** These Terms and Conditions and any contract included shall be governed by English Law.



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