

# RESCUE DAY

## Exhibitor Terms & Conditions

These Terms set out the terms on which the Exhibitor books a pitch at Rescue Day. Please read these Terms carefully as they contain important information.

### 1. Definitions

In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

**Booking** means a booking for an Exhibitor to book a pitch at Rescue Day, made by an Exhibitor by submitting a Booking Form and acceptance by the Organiser;

**Content** means any or all information and material requested by the Organiser and/or submitted to the Organiser by an Exhibitor for use in connection with Rescue Day, including an Exhibitor's logo and other materials and information required by the **Organiser** for exhibition during and for promoting and marketing the Show;

**Deposit** means the deposit specified on the booking acceptance email;

**Exhibitor** means the person, organisation or company named as the Exhibitor identified in the Exhibitor Booking Form;

**Organiser** means Rescue Day Society;

**Rental Fee** means the total sum payable by the Exhibitor to the Organiser as specified in the Booking;

**Show** means the Rescue Day 2020 event;

**Exhibitor Booking Form** means an application by the Exhibitor to book a pitch at an Event, made by the Exhibitor to the Organiser in accordance with clause 2 below;

**Terms** means these terms and conditions;

### 2. Basis of Contract

By submitting an Exhibitor Booking Form, an Exhibitor agrees to be bound by these Terms to the exclusion of all other terms. If an Exhibitor does not agree to be bound by these Terms, then they should not submit an Exhibitor Booking Form.

An Exhibitor's Booking Form shall be completed in full and signed by the Exhibitor or on the Exhibitor's behalf (or in such other written, electronic or oral form as the Organiser in its discretion accepts) and be submitted to the Organiser electronically.

The Exhibitor's Booking Form is an offer to the Organiser to attend Rescue Day and on acceptance by the Organiser forms a binding contract between the Exhibitor and the Organiser (a Booking).

The Organiser reserves the right in its sole discretion to refuse to accept an Exhibitor Booking Form or refuse allocation of pitch space to any exhibitor, or to remove an Exhibitor from Rescue Day even after a Booking is accepted (where a full refund of any Deposit will apply).

The Booking shall be subject to these Terms and to any rules and regulations, including relating to safety, security, admission and order, issued from time to time by the Organiser in relation to the Show. The Exhibitor shall further comply with all regulations and requirements of the landlords of the venue and of the competent local or other authority for the time being in force, which regulations shall be deemed to be incorporated in the contract between the Exhibitor and the Organiser.

The person submitting the Exhibitor Booking Form on an Exhibitor's behalf shall be deemed to have full authority to do so and an Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such authority.

Exhibitor places at Rescue Day may be limited and will be subject to availability.

### **3. Payment**

The Deposit shall be payable by the Exhibitor to the Organiser in full and in cleared funds. A formal receipt will be issued with the Confirmation.

The Deposit is returnable at the sole discretion of the Organiser.

The Rental Fee (less the Deposit) shall be payable by an Exhibitor to the Organiser no later than four weeks before Rescue Day. Time for payment shall be of the essence.

Any Rental Fee not paid four weeks prior to the Show may be subject to a surcharge and the Organiser's right to cancel any Booking for non-payment of any Rental Fee after such date remains in full force and effect notwithstanding that the Organiser has issued demands or reminders. If payment of the Rental Fee in full is not received before the Show, the Organiser may (at its sole discretion) either require such payment as a condition of an Exhibitor's entry to Rescue Day or refuse the Exhibitor entry to Rescue Day. No refunds of any proportion of the Deposit paid will be made and any balance of the Rental Fee will remain due and payable where entry to an Event is refused under this clause 3.

### **4. Pitch Space**

On receipt of the Rental Fee and prior to the start of Rescue Day, the Organiser shall provide the Exhibitor with confirmation of the location of their pitch. The Organiser reserves the right at any time to change the size and location of an Exhibitor's space at the Show and accepts no liability for such change, other than, if appropriate, an obligation to refund the proportion of the Rental Fee resulting from a reduction in size of the space. The Organiser will however contact an Exhibitor (where possible) to discuss any proposed change to the size and/or location of a pitch.

The Booking shall be for space at the Show as specified in the Exhibitor Booking Form. The Organiser is under no obligation to an Exhibitor to provide a space on the floor plan or pitch number at Rescue Day. The Organiser reserves the right (without any liability to the Exhibitor) to alter the pitch numbering, the lay-out of any floor plan and the position of any pitch at any time.

## **5. Occupation of Pitch Space**

Only vehicles that are part of a display or part of the exhibitor's pitch (e.g. emergency vehicle for display or ice cream/food vending van/trailer for instance) will be allowed to park on the rescue day show site. All other vehicles/staff vehicles will be required to park in the exhibitor's car parking area.

The Exhibitor shall ensure that their pitch space and exhibits are always occupied and attended by competent and adequate staff for the duration of Rescue Day.

The Exhibitor must maintain the pitch in good order and in a clean condition for the duration of Rescue Day and should regularly tidy and remove rubbish.

The Exhibitor must not overload or overfill the pitch, and any injury or damage arising from pitch overload/collapse will be to the liability of the Exhibitor.

## **6. Cancellation**

Once a Confirmation has been issued, Exhibitors remain liable for the total Rental Fee.

If an Exhibitor wishes to cancel a Booking, the Exhibitor must notify the Organiser in writing prior to the event. The Organiser may accept such cancellation at its sole discretion, and if such cancellation is accepted the Deposit and/or the balance of the Rental Fee (if paid) will be returnable at the sole discretion of the Organiser.

The Organiser may (at its sole discretion) suspend the event, change the date and/or venue for the Show for any reason and if an Exhibitor is able to attend the revised event, these Terms shall continue to apply. If an Exhibitor notifies the Organiser in writing within thirty (30) days of receiving notification of the revised Show that the Exhibitor does not wish to attend the re-arranged Show, the Organiser shall reimburse the Rental Fee. The Organiser shall have no other liability to the Exhibitor.

The Organiser may (at its sole discretion) cancel Rescue Day at any time for any reason and shall in such event reimburse the Rental Fee to the Exhibitor. The Organiser shall have no other liability to the Exhibitor.

## **7. Termination**

The Organiser shall have the right to terminate immediately any Booking on written notice to the Exhibitor if the Exhibitor:

- i. fails to make any payment due to the Organiser by the due dates specified in these Terms; or
- ii. is in breach of these Terms and the Exhibitor does not remedy the same (if capable of being remedied) within three (3) days of receipt of notice in writing from the Organiser specifying the breach or failure and calling for the same to be remedied; or
- iii. shall commit any act of bankruptcy or being a company enter into liquidation whether compulsory or voluntary otherwise than for the purposes of amalgamation or reconstruction or call any meeting or may any arrangement or composition with its or his creditors or permit any judgement to remain unsatisfied for seven days or a receiver or a manager to be appointed or any distress or execution to be levied upon any goods premises or assets of the Exhibitor.
- iv. If the Organiser terminates any Booking in accordance with this clause 8, then the Organiser shall be entitled to cancel the letting of the area and retain all monies paid under the Booking.

#### **8. Liabilities, Indemnities and Insurance**

An Exhibitor participates in Rescue Day entirely at their own risk in every respect including personal injury to the Exhibitor or their employees or agents, or to other exhibitors or to members of the public and including loss of or damage to property belonging to the Exhibitor or any other person howsoever such injury loss or damage may be caused and whether arising in the course of or occasioned by the Exhibitor's occupancy of any area allocated or in the course of or occasioned by the transit of goods or other property of persons to or from the event.

To the fullest extent permitted by the applicable law, the Organiser excludes:

- i. all liability for loss, injury or damage to persons or property at Rescue Day;
- ii. all indemnities, warranties, representations, terms and conditions (whether express or implied); and
- iii. any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Exhibitor, or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect). If the Organiser is liable to the Exhibitor for any reason, the Organiser's total liability under these Terms or otherwise in relation to the Show is limited to the amount of the Rental Fee received by the Organiser.
- iv. The Exhibitor shall defend, indemnify and hold the Organiser harmless from and against all costs, claims, demands, proceedings, liability, losses, expenses or damage (including reasonable legal fees) whatsoever made against or incurred by the Organiser related to, due to or arising out of or in connection with the occupation and use by the Exhibitor of the space allotted to him or to the erection, presence or dismantling or removal of any structures or fittings on such space or the placing, storage or exhibiting thereon of any articles, goods or merchandise; and/ or

- v. due to or arising out of any acts of negligence or default of the Exhibitor or any employee or agent of the Exhibitor or otherwise due to or arising out of the participation by the Exhibitor in the Show; and/or
- vi. a breach of these Terms by the Exhibitor; and/ or
- vii. any claim brought against the Organiser that the Content supplied by the Exhibitor infringes, violates, or trespasses or constitutes the unauthorised use or misappropriation of any intellectual property of any third party.

The Exhibitor shall further make good any damage to premises or fixtures therein that may result from his participation in the event however caused whether by his act or by the act of his employee or agent or by fire or otherwise.

Nothing in these Terms shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment.

The Exhibitor shall affect at their own cost full public liability and employee liability insurance cover against personal injury, death and damage to or loss of property for a limit of indemnity of not less than £2million.

Exhibitors with hazardous activities, such as, Bouncy castles, Canoeing or other water vessel activities, Equestrian activities, Fairgrounds or rides, Motorised sports, Parachuting, abseiling or other aerial activities or working over 3m in height will be required to have Public Liability Insurance of at least £5million.

Exhibitors will be required to send a copy of your Public Liability Insurance during the booking process to exhibitors@rescueday999.com.

The Exhibitor is also advised to insure against cancellation, abandonment, postponement, the full replacement value of the contents of their pitch space, all associated ancillary equipment and materials, and all other contingencies including those detailed in these Terms.

### **9. Erection and Dismantling of Pitches**

The Exhibitor shall be responsible for erecting and dismantling their pitch/ display. The Organiser will advise exhibitors of the dates and the times for the erection and dismantling and removal of exhibits, displays and materials. No Exhibitor will be allowed to remove his exhibit without an official pass. Pitches must not be dismantled until the break down time as specified by the Organiser.

The Exhibitor must not erect their pitch or display their goods to, in the opinion of the Organiser, restrict the light or view to pitches of other exhibitors or obstruct clear areas or walkways or cause inconvenience or otherwise adversely affect other exhibitors. All sides adjacent to an aisle must have not less than half the length of the side open with access to the gangway. An Exhibitor shall

comply immediately with any direction given by the Organiser or venue owners in respect to this matter or in respect to fire or safety precautions referred to in clause 11 below.

No nailing or fixing to the floor, walls, fabric or decoration of the venue building is allowed, nor may venue fixtures be adjusted or removed. Carpets, curtains and the like must be protected by the Exhibitor against damage.

The Organiser reserves the right to move or adjust any Exhibitor pitch where the Organiser considers this necessary.

If an Exhibitor fails to remove all their property or otherwise fails to vacate the Show venue premises by the agreed time due to any cause whatsoever, an Exhibitor shall be fully responsible for any penalties imposed by the venue, or any other losses and costs incurred by the Organiser. As a result of an Exhibitor failing to vacate the premises by the agreed time, the Organiser may remove any of the Exhibitor's property left in the Show venue after the said time and the costs of such removal shall be paid by the Exhibitor to the Organiser on demand.

## **10. Dangerous and Excluded Materials / Removal of Exhibits**

The following are expressly prohibited from Rescue Day:

- i. any items containing any explosive, dangerous, noxious or harmful substance of whatever nature save only in the form of strictly non-inflammable and non-explosive imitations; and
- ii. any matters of an obscene, libellous or otherwise illegal nature.
- iii. The Organiser reserves the right to require an Exhibitor to remove any exhibit if the Organiser, in its absolute discretion, considers that it is libellous, obscene, undesirable or detrimental to the Show, other exhibitors or the general commercial interests of the Organiser or any other company from time to time forming part of the same group of companies of which the Organiser forms part or that it infringes the rights of any third party.

Offensive, threatening or unpleasant behaviour by any Exhibitor will not be tolerated. The Organiser will take appropriate action to any such behaviour, which may include removal of the Exhibitor from the event, or from participation in future shows (even where a Deposit has been taken), and/or contacting the police.

## **11. Fire Regulations and Health and Safety**

Exhibitors, their contractors and agents, must ensure that their displays and pitch-fittings meet the minimum safety regulations as stipulated by the relevant local authorities.

All material used for building, decorating, covering or draping a pitch must be of non-inflammable character or must be rendered satisfactorily non-inflammable.

All personnel entering Rescue Day must comply with all fire, health and safety procedures of the venue and will obey all fire, health and safety instructions issued by the venue and/or the Organiser.

All exhibitors have a responsibility to ensure, so far as is reasonably practicable, the health, safety and welfare of their employees or personnel, and that any plant or systems which may be used are safe and without risks to health. Exhibitors must ensure that all employees, contractors and agents are provided with information, instruction, training and supervision to ensure not only their own health and safety but that of others working or attending the vicinity.

In order to comply with relevant fire safety legislation, exhibitors MUST complete a Fire Risk Assessment during the booking process of your pitch. The Risk Assessment needs to identify the fire hazards and persons at risk, you must endeavour to remove or reduce these risks and protect people from fire.

## **12. General**

Neither party shall be liable to the other in respect of any non-performance or delay in its performance of its obligations by reason of any event beyond the reasonable control of that party including, but not limited to, act of God, flood, fire, civil war or strife, act of foreign enemy, invasion, war, satellite failure, legal enactment, governmental order or regulation, industrial action, trade dispute, lock-out or riot.

If any provision of these Terms is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of these Terms and this shall not affect the enforceability of the remainder of these Terms.

No waiver or any breach of any of these Terms shall be deemed to be a waiver of any other breach and no waiver shall be effective unless in writing.

These Terms together with any other document incorporating or referred to in these Terms shall constitute the entire agreement and understanding between the parties in relation to its subject matter.

These Terms may be subject to alteration, amplification or addition at any time at the discretion of the Organiser and the Exhibitor shall be bound by these Terms as modified from time to time by any such alteration, amplification or addition.

These Terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.

Updated: January 2020