

## **EXHIBITOR TERMS AND CONDITIONS:**

### **1. DEFINITIONS**

- 1.1 "EXHIBITOR" – includes the Exhibitor and its employees and agents
- 1.2 "EXHIBITION" – means the EUROPEAN ASSOCIATION FOR POTATO RESEARCH CONFERENCE (EAPR) 2027
- 1.3 "ORGANISERS" – means the Organising Committee of the EUROPEAN ASSOCIATION FOR POTATO RESEARCH CONFERENCE (EAPR) 2027
- 1.4 "VENUE" – University of Edinburgh (McEwan Hall and Appleton Theatres)

### **2. SPACE AND STAND**

Approximately 2m x 3m of space will be allowed per exhibitor unless otherwise agreed in advance by the Organisers. A table and chairs will be provided. Power and other services are subject to availability.

### **3. ALLOCATION OF SPACE**

The Organisers will use reasonable endeavours to allocate space in order of receipt of applications and wherever possible in accordance with the Exhibitor's choice and preference. Consideration will however be given to the overall layout and functions of the Exhibition as a whole and the Organisers reserve the right to reassign space allocated.

### **4. PAYMENT FOR SPACE**

Any application for space not accompanied by payment within the deadlines set may be deemed null and void. The Organisers reserve the right to charge a 25% non-refundable deposit for bookings made more than 3 months in advance of the Exhibition. The Exhibitor must not commence setting up at the Exhibition unless full payment for the space has been made. Where payment is not made by the Exhibitor in accordance with these Terms and Conditions, any deposit paid by the Exhibitor may be forfeited and the space re-allocated as the Organisers see fit. The Exhibitor must pay any loss incurred by the Organisers by reason of such failure to adhere to the payment terms of these Terms and Conditions.

### **5. OTHER SERVICES**

All stand rental costs will include a company listing with logo in the delegate pack. The Exhibitor must provide the Organisers with sufficient details for such listing no less than forty five (45) days prior to the Exhibition otherwise the Exhibitors logo may not be included and the Organisers accept no liability for that.

### **6. REVISION OF LAYOUT**

Should it be necessary to revise the layout of the Exhibition, for any reason, the Organisers reserve the right to transfer an Exhibitor to an alternative stand location. Layout floor plans provided to the Exhibitor do not constitute a representation that the stand allocated to the Exhibitor will remain in the position shown.

### **7. STAND INTERIORS**

If the Exhibitor is erecting an interior display, the Exhibitor must ensure that all such work conforms to the requirements of the Organisers, the Venue and other appropriate authorities.

### **8. COMPLETION OF EXHIBITS**

All stand fitting and decoration to be conducted by the Exhibitor or their representatives should be completed by the time and date specified by the Organisers. The Exhibitor will be liable to reimburse the Organisers any charges levied by the Venue for overtime working caused by the Exhibitor.

### **9. DISMANTLING OF EXHIBITS**

Exhibits must not be removed and displays must not be dismantled, either partially or totally, before the closing time on the last day of the Exhibition. All exhibits and displays, as well as any belongings, material and any waste, must be removed by the Exhibitor by the date and/or time specified by the Organisers, or if no date or time is specified, as soon as possible after closing time on the last date of the Exhibition. All Exhibitor products, materials and waste must be completely removed from the Venue by the Exhibitor by the date and/or time specified by the Organisers, or if no date or time is specified, as soon as possible after the closing time of the Exhibition. Failure to promptly remove any such items may result in additional costs or expenses requiring to be paid by the Exhibitor to the Organisers.

### **10. UNOCCUPIED SPACE**

Where the Exhibitor does not occupy the space allocated, the Exhibitor shall pay to the Organisers the entire cost of the stand space booking. The Organisers reserve the right to reallocate or otherwise deal with this space as they deem appropriate, at their sole discretion.

#### **11. PROHIBITION OF TRANSFER**

Exhibitors may not assign, sub-let or grant licences in respect of the whole or any part of the space allocated to them without the prior written permission of the Organisers.

#### **12. FIRE RISKS AND SAFETY**

All materials used in construction of interior displays must either be made of non-flammable material or be effectively fire proof. Exhibitors shall not place, or suffer to be placed, or kept on the space allocated to them any substance that is, in the opinion of the Organisers, of a dangerous, explosive, illegal or objectionable nature. All exhibits and Exhibitor property, materials and waste must be kept clear of the aisles and fire exits.

Exhibitors must adhere to all fire and safety regulations applicable to the Exhibition and the Venue.

#### **13. QUALITY OF EXHIBITS**

All exhibits must be properly constructed and maintained so as to avoid danger to any person or persons visiting or taking part in the Exhibition. The Exhibitor shall indemnify the Organisers against all such claims, actions, costs and liabilities on account of any injury or damage to any person or property caused by or accountable to the Exhibitors exhibit.

#### **14. EXHIBITION SERVICES**

The Organisers will make all reasonable efforts to provide necessary services for the smooth running of the Exhibition but shall have no responsibility for the breakdown or failure of such services.

#### **15. GENERAL INSURANCE**

The Organisers do not accept responsibility for any damage to stands or exhibits or loss of property relating to any stand or exhibit or anywhere else in the Exhibition or in the course of such stand or exhibits delivery or removal from any cause whatsoever. The Organisers are not responsible for any loss sustained by Exhibitors from fire, theft, damage or any other reason, or for personal injury or loss to or by any person employed by the Exhibitor, anyone visiting its stand, or third party. Exhibitors should ensure that they take out their own insurance to cover all risks (including but not limited to those referred to in this paragraph and paragraph 17) and are responsible for satisfying themselves about the suitability and adequacy of such insurance.

#### **16. EXHIBITORS' LIABILITIES AND THIRD PARTY COVER**

The Exhibitor shall be responsible for all acts or omissions of itself, its employees, contractors, agents and visitors and shall indemnify the Organisers, other exhibitors, the Venue and visitors and keep them indemnified against all liability in respect thereof including any legal costs and expenses and any compensation and other costs paid by the Organisers to comprise or settle any claims and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Organisers or incurred or become payable by them arising therefrom in respect thereof, including any claims arising out of the supply by the Exhibitor of any kind whatsoever whether such samples be sold or given away free. The Exhibitor shall maintain appropriate third party liability insurance.

#### **17. POSTPONEMENT OR ABANDONMENT**

If by reason of fire, storm, tempest, lightning, material emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosions, inevitable accident, force majeure or any cause not within the control of the Organisers whether *ejusdem generis* or not, the opening of the Exhibition is prevented or postponed or abandoned, or the Venue becomes wholly or partially unavailable for the holding of the Exhibition, the Exhibitor shall have no claim for damages of any kind against the Organisers in respect of any loss or damage thereby sustained and the Organisers shall be entitled to retain such part of all sums paid by the Exhibitor as the Organisers consider necessary. If, in the opinion of the Organisers, by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall or building, or in any reasonable manner the Exhibition can be carried through, the contract for the space shall remain binding upon the parties, except as to size and position of stands as to which the Organisers shall determine any modification, substitution or re-arrangement they consider necessary. If the Exhibition is cancelled by the Organisers for any other reason the Exhibitor shall have no claim against the Organisers except for the reimbursement of payment made to the Organisers other than any deposit paid which shall be non-refundable.

#### **18. ADVERTISING MATTER**

Exhibitors may distribute advertising or printed material from their stands but shall not distribute any such material in the neighbourhood of entrances or exits nor in such a manner as to cause annoyance or disturbance to other Exhibitors. In the event of a complaint the matter shall be referred to the Organisers for their binding decision. Exhibits and other devices within the stand shall be operated and controlled so that there is no disturbance to other Exhibitors.

**19. DAMAGE TO SHELL SCHEME**

The Exhibitors shall pay to the Organisers forthwith, upon demand, the costs of making good all damage to stands and exhibits of other exhibitors, and the Venue and its contents.

**20. SALE OF GOODS**

Selling from stands is not permitted.

**21. MUSIC AND PHOTOGRAPHY**

The Organisers reserve all photographic rights for the Exhibition. Any Exhibitor who wishes to arrange photography of their stands should have prior permission of the Organisers. The use of amplified systems on stands requires the prior written consent of the Organisers and, together with any video, films or other audio equipment, must not be used such as to cause annoyance to other Exhibitors. The Organisers reserve the right to prohibit such use if annoyance is being caused. The Exhibitor is responsible for obtaining any copyright permissions and licences for the use of music and will indemnify the Organisers in respect of any failure to do so.

**22. ADMISSION**

Admissions to the Exhibition will be restricted to those persons who in the opinion of the Organisers have a legitimate interest in the subject of the Exhibition. The Organisers reserve the right to refuse admission or to eject or otherwise exclude from the Exhibition any person or persons without assigning any reason.

**23. CANCELLATION OF SPACE**

To be valid, all cancellations by the Exhibitor MUST be made in writing to the event Organisers, and receive an acknowledgement from the Organisers. In such case, all payments received against an Exhibition stand are non-refundable.

**24. PASSES AND TICKETS**

Non-transferable passes will be supplied free of charge by the Organisers to admit Exhibitors, attendants and contractors. No Exhibitor, attendant or contractor will be admitted without such pass being produced on entering the Venue

**25. CONDUCT OF EXHIBITORS AND REPRESENTATIVES**

The Exhibitor shall not allow the stand to be used for any illegal or immoral purposes or for betting or gaming. The Exhibitor shall ensure that nothing shall be done which could be harmful to the reputation of the Venue or the Organisers or which could invalidate any insurance in place. The Exhibitor shall not bring any animals (other than guide-dogs) or drones to the Venue and shall not park on or obstruct or permit to be parked on or obstructed, any access ways giving access to the Venue. The Exhibitor is prohibited from smoking at the Venue which includes using e-cigarettes or any other tobacco product. The Organisers reserve the right to stop any activity on the part of any Exhibitor that may cause annoyance to the other exhibitors or visitors. Business shall be conducted only from the Exhibitor's own stand and under no circumstances from any gangway, this will be deemed to be a breach of contract and articles and goods found therein during the period of the Exhibition may be removed by the Organisers or their agents and the Organisers shall not be responsible for any loss occasioned by such removal. Any publicity material shall be displayed and/or given away only from the Exhibitor's own stand.

**26. HEALTH AND SAFETY LEGISLATION**

Exhibitors must ensure that all employees, contractors, subcontractors and agents in the construction and dismantling of their stands/exhibits, and in the course of all work carried out on site by all or any of them, ensure that all necessary steps are taken to comply with the health and safety legislation applicable in the UK at the time of the Exhibition.

**27. ADHERENCE TO VENUE CONDITIONS**

This Exhibitor shall comply with, and be bound by, any terms and conditions stipulated by the Venue over and above the conditions provided in this document.

**28. ASSIGNMENT**

The Exhibitor shall not assign, transfer, mortgage, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under these Terms and Conditions or purport to do so.

**29. NO SET-OFF**

All payments by the Exhibitor will be made without abatement, set off or counterclaim, free and clear and without deduction for any tax, levy, duty, charge, or withholding of any kind now or in the future unless it is compelled by law to deduct or withhold such amounts, in which case it will pay to the Organisers such additional amount as will ensure that the Organisers are paid the full amount they would have received but for such deduction or withholding.

**30. RELATIONSHIP**

The parties are independent businesses and, in relation to each other, not principal and agent or partners. It is a condition of the Agreement that the Exhibitor enters into the Agreement as principal and not as agent for any person.

**31. SEVERABILITY**

If any provision in these Terms and Conditions is found by a Court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will otherwise remain in full force.

**32. NOTICES**

Notices under these Terms and Conditions will be in writing and sent to the registered address of the relevant Party or to the persons and addresses notified by one party to the other in writing. They will be given, and will be deemed received : (a) By first class post: two business days after posting (b) By hand: on delivery; and (c) By e mail: 24 hours from delivery if sent to the correct e mail address and no notice of delivery failure is received provided confirmation is sent by first class post.

**33. WAIVER**

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy..

**34. CUMULATIVE REMEDIES**

The rights and remedies provided in these Terms and Conditions for Organisers only are cumulative and not exclusive of any rights or remedies provided by law.

**35. ENTIRE AGREEMENT**

The parties agree that these Terms and Conditions constitute the entire agreement between them in respect of its subject matter. Each party acknowledges that it has not entered into these Terms and Conditions in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms and Conditions.

**36. JURISDICTION AND WAIVER**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Scotland and each party agrees to submit to the exclusive jurisdiction of the courts of Scotland.