

## Extract from the full Terms & Conditions

This is an extract from the Seawork Terms & Conditions of exhibiting and is for outline guidance only. Exhibitors are requested to read the full T&C's available at [www.seawork.com/terms](http://www.seawork.com/terms)

It will also be in the Exhibitor Manual and available by request to [info@seawork.com](mailto:info@seawork.com).

### 1 Applications

Completed Applications to Exhibit must be accompanied by the Deposit.

### 2 Payment Terms

The Exhibitor shall pay to the Organiser, Mercator Media Ltd:

- a) The Deposit of 25% of the cost of space applied for plus any sponsorship booked ("Cost").
- b) 35% of the Cost plus VAT by 25 January 2019 and
- c) 40% of the Cost plus VAT by 29 March 2019.
- d) The Deposit will be returned in full if space is not available.
- e) If the Exhibitor fails to make any of the payments within the deadlines the space and/or discount will be forfeited at the Organiser's discretion.
- f) Subject to Clauses 2d and 7, all payments are non-refundable and non-transferable.
- g) VAT - If the UK VAT rate changes during the year, subsequent invoices will reflect the new rate and the Exhibitor will be required to pay this amount.
- h) Sponsorship – The same 3 stage payment plan applies to all sponsorship bookings.
- i) Catalogue & Online – All bookings made with stand booking can be spread across the 3 stage payments (as per clauses 2(a), 2(b) and 2(c) above). Any bookings made separately will be subject to the standard terms for catalogue (invoiced in June) and On-line (invoiced in the month the advertising first appears).

### 3 Bankruptcy, Receivership or Liquidation

- i) This Agreement shall be terminated with immediate effect if the Exhibitor:
  - a) being an individual, or (if a partnership), any of its partners, becomes insolvent or commits any act of bankruptcy or suffers the filing of a petition in bankruptcy or shall make any arrangement or composition with creditors or takes or suffers any similar action in consequence of a debt, or
  - b) being an individual suffers from a mental disorder or is either committed to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder with detention or for the appointment of a receiver, curator bonis or other person to exercise his powers in respect of his property or affairs;
  - c) being a corporation enters into liquidation

either voluntary or compulsory save for the purpose of reconstruction or amalgamation or enters into administrative receivership or an administration order is made against it or it enters into a voluntary arrangement or shall make any arrangement or composition with creditors or takes or suffers any similar action in consequence of a debt.

ii) The Organiser may terminate this Agreement by notice in writing to the Exhibitor if the Organiser in its absolute discretion considers that such action is in the interests of the marine industry and/or the members of the public. In this event the Organiser shall not be liable to pay damages to the Exhibitor for any loss or damage which may arise as a result of such termination whether direct consequential or otherwise.

### 4 Space Allocation

- i) The position to be occupied by each Exhibitor ("Stand") will be determined by the Organiser.
- ii) The Organiser may make any alteration to the allocation of Stands and/or Stand number which it deems expedient and necessary at its absolute discretion.

### 6 Cancellations

- a) Exhibitors wishing to cancel a stand, sponsorship, online or catalogue reservation must do so **in writing** to the Organiser. Receipt will be confirmed in writing back to the exhibitor.
- b) The Organiser incurs considerable costs prior to the exhibition including marketing, promotion and administration expenses. The following charges will apply:
  - i) 25% of total stand cost if cancelled by 7 December 2018.
  - ii) 60% of total stand cost if cancelled by 15 February 2019.
  - iii) **The full cost of the booking is payable if stand\* is cancelled after 15 February 2019.**
- c) Any advertisement, whether print or online, that has been published is payable in full at time of cancellation.
- d) Any sponsorship that has been delivered in part or fully, including pre-promotion, is payable in full at time of cancellation.

### 9 Sub-Letting or Shared Stands

The Exhibitor may only sub-let or share its Stand with the prior written consent of the Organiser, but will have to pay a fee if the co-exhibitor wishes to have a full catalogue entry. Company name only is free of charge.

### 10 Duplication and Substitution of Exhibits

The Exhibitor will not be permitted to display any exhibits differing in nature or size from those specified by it on its Application to Exhibit without the Organiser's prior written permission.

### 11 Build-Up and Breakdown

a) During build-up and breakdown periods, Mayflower Park is a HSE registered building site. All Exhibitors and their Contractors are required to comply with the Construction (Design and Management) Regulations 2015 in every respect.

### 12 Exhibitors Demonstrating Vessels

All Exhibitors demonstrating vessels on the Marina must fully comply with, but not limit themselves to, the **Seawork Regulations for Vessels** as they apply to that Exhibitor and the vessel being demonstrated.

All Exhibitors at Speed@Seawork must fully comply with, but not limit themselves to, the **Seawork Regulations for Vessels** as well as any other relevant information provided to them in the **Boat Demonstration Pack** and the Safety Briefing.

The liabilities of the Exhibitor and Organiser for all vessels berthed on the Seawork Marina, all demonstration vessels and all those attending Speed@Seawork are recorded within section (4) of the **Seawork Regulations for Vessels**.

The failure of any Exhibitor to comply with any part of the **Seawork Regulations for Vessels** may (at the Organiser's discretion) result in the forfeiture of its berth at the Exhibition. The **Seawork Regulations for Vessels** are to be found in the Exhibitor Manual.

### 13 Insurance

- a) The Exhibitor shall effect adequate insurance cover in respect of:
  - a. Loss or damage to its exhibits and any other property of the Exhibitor, its servants, agents, visitors or sub-contractors which may be in or about the Exhibition; and
  - b. Its legal liabilities to employees and other third parties arising out of or in connection with its participation in the Exhibition.

b) Such insurance shall be effected with an insurer or underwriter of good repute. The public liability cover shall be in a sum not less than £2m for exhibitors with land based exhibition stands and £5m for water based exhibitors in respect of each and every claim and the employer's liability cover shall be in a sum not less than £2m in respect of claims relating to any one or more of his employees arising out of any occurrence (being the minimum amount laid down by statute).

c) The Exhibitor shall whenever required produce to the Organiser the policy or policies of such insurance and receipts for the premiums due in respect thereof.

#### 14 Liability of the Exhibitor and the Organiser

a) The Organiser shall not be liable whether in contract, tort, or otherwise for any loss or damage whatsoever caused to the property of the Exhibitor, his sub-contractors or their visitors, servants, or agents, except to the extent that such loss or damage is caused by the negligence of the Organiser or its servants or agents.

b) The Organiser shall not be liable whether in contract, tort or otherwise for death or personal injury caused to the Exhibitor, its sub-contractors or its visitors, servants or agents, except to the extent that such death or personal injury is caused by negligence of the Organiser or its servants or agents.

#### 16 Restricted Exhibits

a) If the Exhibitor uses or displays marine radios or radar in an operational condition – whether installed in vessels or shown onland – such equipment must comply with the rules and regulations of the federal communications commission ([www.wireless.fcc.gov](http://www.wireless.fcc.gov)).

b) The Exhibitor may not erect or use a radar tower of less than 10 metres height.

c) The Exhibitor may not run motors or engines or use dangerous substances within the Exhibition hall, and their demonstration in the outdoor areas may only be undertaken with due consideration to adjacent exhibitors.

d) Firearms, deactivated weapons, guns or weapons are prohibited.

#### 18 Stand Construction

a) All Exhibitors with Space Only stands are subject to and must comply with the Construction (Design and Management) Regulations 2015.

b) For all Space Only Stands, the Exhibitor or their appointed Contractor must submit detailed and scaled stand

plans, risk assessments and method statements to the Health and Safety Advisor for approval at least 28 days prior to the event.

#### 19 Cleaning

a) The Exhibitor is responsible for the good order and cleanliness of its own Stand. Plastic bags will be provided for the removal of rubbish. Stand cleaning must not be undertaken during the hours of public admission.

b) The Exhibitor is responsible for clearing its Stand at the end of the Exhibition. All litter and Stand materials, including structures and carpets, must be removed either by transport from the site or to the bins provided. Any labour costs involved in the removal of excessive rubbish by the Organisers contractors will be charged to the Exhibitor.

#### 20 Public Address and Visual Presentations

a) The Exhibitor may not use public address systems.

b) If the Exhibitor uses videos, tapes, etc on its Stand, it must make sure such use will not cause inconvenience or annoyance to visitors or other exhibitors.

#### 21 Fire Precautions

a) The exhibitor must carry out a suitable and sufficient Fire Risk Assessment in accordance with the Regulatory Reform (Fire Safety) Order 2005.

#### 22 Catalogue

The preparation and publication of the official Exhibition catalogue will be the responsibility of the Organiser and no other printed matter may purport to duplicate this purpose. The Exhibitor shall submit a brief description of its exhibits together with other information for insertion in the catalogue.

#### 23 Car Parking

The Organiser is not responsible for damage to or theft from vehicles left in the official exhibitor's car park.

#### 24 Mechanical Handling

a) All mechanical handling including cranes, fork-lifts, access equipment, etc., must be organised through the Organisers' official freight handlers.

#### 25 Electrical Installation

a) All electrical installations will be carried out by the official electrical contractors for the Exhibition.

b) It is the Exhibitors responsibility to ensure that portable appliances are safe to be plugged into the electrical system supplied by the Organisers.

c) The Exhibitor must ensure that the electrical installation is compliant with BS7671 and installed by a qualified (17th Edition) electrician. Exhibitors can contract the official electrical contractors to carry out electrical safety testing on their stand.

#### 26 Posters, Flags, Banners, A Boards, Blimps & Balloons

a) All poster and banner sites will be controlled by the Organiser. No other posters, banners may be erected or displayed without written authorisation from the Organiser. Any posters, flags or banners not displayed with the written authorisation of the Organiser will be removed.

b) The use of blimps and balloons is strictly regulated. Exhibitors intending to use these must gain written approval from the Show Health and Safety Advisor 28 days prior to show opening.

#### 27 Distribution of Leaflets and Advertising Materials

a) The Exhibitor may display advertising material only on its own Stand.

b) The Exhibitor may distribute circulars or other material only within its own Stand.

#### 30 Non-compliance with Agreement

The failure of any Exhibitor to comply with this Agreement may (at the Organiser's discretion) result in the forfeiture of its Stand at the Exhibition.

#### 32 Exhibitor online Manual

All exhibitors will need to access their on-line manual to order any services for the exhibition and will be asked to make a payment using a credit card. If the Exhibitor fails to order correctly using their on-line manual, the Organiser is not responsible for this error. The Exhibitor will receive the link to their Manual no later than 1 March 2019.

#### 33 Exhibition Contract Jurisdiction

The Exhibition Contract shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have non-exclusive jurisdiction to determine any disputes, which may arise out of, under, or in connection with this agreement.

\*Stand: open space, shell scheme or berth