

## 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.

## 5 Organiser's Rights of Lien and Sale

- a) The Organiser may exercise a general and/or particular lien on all or any exhibit other than property and documents belonging to or in the care, custody or control of the Exhibitor until such time as all sums due under this Agreement or any variation or modification of them shall be paid.  
(b) If the Exhibitor shall fail to pay any sum due to the Organiser within 30 days of the Closing Date the Organiser may sell the exhibits and/or other property provided the Organiser has given written notice of its intention to the Exhibitor. In this case the Organiser shall repay to the Exhibitor the balance of the sums received from the sale of the exhibits and/or other property having first deducted interest on all sums owing to the Organiser and all reasonable legal or other expenses including but not limited to costs of storage or sale which shall result from the Exhibitor's breach of this Agreement.
- c) In addition to any other rights set out in this Agreement the Organiser shall also have the right to exercise the power of sale under the Tort (Interference with Goods Act 1977) in relation to uncollected exhibits and other property.
- d) For the purpose of Clauses 6(b) and 6(c) only, the Organiser is irrevocably appointed the agent of the Exhibitor for the sale of the exhibit and/or other property. The Exhibitor shall co-operate with the Organiser insofar as may be necessary to effect the sale including signing any document or confirming any authority or instructions.

## 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.

## 7 Postponement or Abandonment

- a) In the event of all or part of the Exhibition being postponed or abandoned or being held wholly or partly in premises other than in the Mayflower Park, Southampton or in the event of failure or curtailment of any of the supplies, services or facilities afforded to the Exhibitor due to strikes, lock outs or other circumstances beyond the control of the Organiser, the Organiser shall be under no liability in any way whatsoever in respect of any expenditure, liability, damage or loss sustained or incurred by the Exhibitor and shall be entitled to retain all sums paid to the Organiser or such percentage of these sums as the Organiser may in its absolute discretion consider necessary to cover the expenses incurred in connection with the Exhibition. The Organiser shall not be liable for any loss, damage or expense which the Exhibitor may sustain or incur by reason of any authority intervening and preventing or restricting the use of the Exhibition premises or a part of it in any particular manner.
- b) In the event of any incident which precipitates the closure either in whole or part of any section or sections of the Exhibition, the Organiser will not be held responsible for any curtailment of promotional facilities resulting in a possible reduction of sales or opportunity.

## 8 Trading Name

The Trading Name originally declared on the Application to Exhibit shall at all times remain the name by which the Exhibitor will exhibit its products and appear in the catalogue, name signs, exhibitors lists, etc. The Exhibitor may change its Trading Name with the Organiser's prior written consent. Such consent to be at the Organiser's absolute discretion.

## 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.
- b) Exhibitors and Contractors must wear Personal Protective Equipment (PPE) that is appropriate to the work being carried out or to the published minimum standard for the site.
- c) Exhibitors and Contractors failing to comply with the minimum PPE standards will not be allowed to enter the site or to continue to work. Those people failing to continually comply with PPE standards will be removed from site.
- d) The Exhibitor will be advised of the day and time at which it must arrive to complete their Stand. These arrangements must be adhered to.
- e) If the Exhibitor requires mechanical handling or lifting during the build-up or breakdown period, this must be arranged with the official contractor prior to arrival on site using the order form in the exhibitor manual.
- f) Breakdown of stands must not start before 5.30pm on the last day of the exhibition. The Exhibitor must not place any stand goods, materials or exhibits in the gangways until after the breakdown period is declared. This is a Health and Safety issue to protect visitors from harm and exhibitors not adhering to this may be refused entry the following year.
- g) The Stand must be cleared from the Exhibition site by 1200 hours on the day after the Exhibition closes. Anything left on the stand will be disposed of.
- h) Exhibitors are responsible for removing and transporting from site any waste or scrap materials from their stand following breakdown.

## 12 Exhibitors Demonstrating Vessels

**The following section constitutes the Show Regulations For Vessels and applies to all vessels attending Seawork including those at Speed@Seawork.**

**For clarification "demonstration vessel" specifically means any vessel being subjected to seagoing equipment trials and demonstrations for Seawork visitors.**

- a) This Agreement incorporates the Southampton Harbour Bye-Laws 2003 a copy of which is available from the Organiser. The water is under the jurisdiction of Associated British Ports (APB). You must observe the rules and regulations applied by the APB Harbour Master devolved to Seawork Harbour Master. These are the only people

authorised to give instruction or to be referred to in matters regarding berthing and vessel operation. Vessels shall also comply with the verbal directions of the APB Harbour Master's authorised assistants on board harbour patrol craft, who maintain a listening watch on VHF channel 12.

- b) The Exhibitor shall effect adequate insurance cover in respect of:
  1. 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
  2. Its legal liabilities to employees and other third parties arising out of or in connection with its participation in the Exhibition.
- c) Such insurance shall be affected with an insurer or underwriter of good repute. The public liability cover shall be in a sum not less than £5m 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).
- d) The Exhibitor is required to produce to the Organiser the policy or policies of such insurance which are valid at the time of the Show. The Exhibitor must upload this onto appropriate portal of the Exhibitor manual.
- e) The Organiser will not be responsible for any loss or damage to vessels or their contents whatsoever the cause and the Exhibitor must make suitable public liability insurance arrangements.
- f) Exhibitors are directly responsible at all times for the health and safety of all visitors and staff when on and around their vessels.
- g) Demonstration vessels must comply to the **minimum standard** of MGN469 in that the vessel must be seaworthy and fully equipped with safety equipment, anchor, ropes, fenders, and engines must be connected and in full working order.
- h) Demonstration vessels must be manned at all times by suitably experienced qualified personnel (SEQP). The Exhibitor is responsible for providing the Organisers the full details of the SEQP for each vessel being demonstrated via the portal on the Exhibitor Manual.
- i) For demonstration vessels, the Exhibitor must provide a written risk assessment. The Exhibitor is responsible for providing the Organisers with the Risk Assessment for all vessels being demonstrated via the portal on the Exhibitor Manual
- j) For demonstration vessels, the SEQP must brief their visitors on life saving equipment and emergency procedures. Visitors must wear life jackets at all times.
- k) For demonstration vessels, visitors must be accompanied by the SEQP when on board a vessel at all times.
- l) All vessels must carry an operational VHF radio with channel 12 to enable them to be contacted when necessary.
- m) All vessels must be equipped with the

appropriate lifesaving equipment including:

1. Life jackets to BSEN396 that have been regularly inspected and maintained in accordance with the manufacturers' instructions.
  2. Life Jackets must be readily available for every person onboard.
  3. Suitable and sufficient fire equipment/extinguisher(s).
  4. Lifebuoys, floating lines, heaving lines, lights,
  5. First Aid kit
  6. Hand Flares and Smoke signals
- n) For demonstration vessels fitted with kill cords, it is compulsory that the SEQP uses the kill cord when under motive power.
  - o) For demonstration vessels, the SEQP must not hand over control of the helm at any time.
  - p) No one in charge of a vessel shall knowingly cause or permit anyone to navigate or attempt to navigate a vessel when unfit by reason of drink or drugs.
  - q) No mooring off will be permitted by any vessels. Offenders may be towed away and impounded.
  - r) Vessels are to navigate to, from and around Seawork Marina in a very slow, safe and proper manner. Vessels must not to exceed 6 knots north of a line drawn from Hythe Pier to Weston Shelf Buoy.
  - s) The Marchwood Channel is for vessels up to 8 metres in length. This is extended to 9 metres only in the case of Rigid Inflatable Boats. The maximum speed in this area is 20 knots. No more than two vessels are allowed in the area at any one time. Speed must be reduced when turning at the western end to avoid causing a hazard or risk to private moorings or to ship repairers in that vicinity.
  - t) Vessels must not make use of the main navigational fairways so as to obstruct or impede large vessels which can only navigate in these fairways.
  - u) The Hovercraft Testing Area is for vessels of any length and for demonstration speeds over 20 knots. Speed must be reduced when turning to avoid causing a hazard or risk to private moorings in the vicinity. Care must also be taken to allow boats to access the sailing Clubs along Weston Shore.
  - v) No vessel will navigate between the hours of sunset and sunrise without displaying the navigational lights prescribed by the International Regulations for the Prevention of Collisions at Sea (1974).
  - w) No one will discharge distress flares, rockets or other pyrotechnics in any circumstances other than for which they were intended.

**In addition to the above, the following section constitutes the Show Regulations For Vessels but specifically applies to all vessels attending Speed@Seawork.**

- x) The Organisers will provide additional

information within a “Boat Demonstration Pack” and a written and verbal safety briefing relating to local conditions at the time of the event. These form part of the Show Regulations and all Exhibitors must comply with all direct instructions issued to them.

y) All Exhibitors and vessels must adhere to The Cowes Harbour Guidance Regulations 2013, regulations pertaining to Solent Waters and any relevant National and International Maritime Laws. The Exhibitor must observe the rules and regulations applied by the Cowes Harbour Master or their authorised personnel. These are the only people authorised to give instruction or to be referred to in matters regarding berthing and vessel operation. Vessels shall also comply with the verbal directions of the Cowes Harbour Master’s authorised assistants on board harbour patrol craft, who maintain a listening watch on VHF channel 12.

z) All vessels must carry an operational VHF radio with channel 12 to enable them to be contacted when necessary. Cowes Harbour Commission uses Channel 69.

aa) Vessels entering Cowes are to navigate to, from and around the berthing arrangement in a very slow, safe and proper manner and observe the following rules:-

1. Exhibitors must not exceed 6 knots in the Inner Harbour and/or within 100 metres of the shore.
2. Exhibitors must not create wash in the Inner Harbour and/or within 100 metres of the shore

**The following section applies to all vessels berthed on the Seawork Marina.**

bb) Marina walkways must be kept clear of all encumbrances and obstructions i.e. gangplanks, ropes, etc. Davits and bowsprits must not overhang the walkways. Flagpoles, ‘A’ boards or signs must be displayed solely on the vessel.

cc) Feather or sail flags can be used on the walkway and placed immediately adjacent to the Exhibitors’ berth and must comply with section 26(e).

dd) Advertising blimps will not be permitted on vessels, the marina walkways or surrounding areas.

ee) Steps from the marina walkway to the vessel deck should be event compliant and safe for all visitors at all tidal conditions. Steps should comply with the AEV eGuide in terms of the size of steps and the provision of handrails.

ff) Refueling is prohibited on the Marina. Fuel cans are prohibited on the Marina.

gg) Exhibitors are expressly forbidden to use or permit the use of inboard (non-contained) toilets at or in the vicinity of the Marina. This is a non-discharge area.

hh) All vessels must vacate the Marina by 1200 hours on the day after the exhibition closes.

ii) If the Exhibitor wishes to substitute a vessel of a smaller size than they have booked, they may do so. However, in this instance the Exhibitor remains liable for the full cost of the original booking and the Organiser retains the right to move the vessel to a smaller berth if necessary.

jj) If the Exhibitor is unable to provide a vessel for an allocated berth, it must notify the Organiser at least 14 days before the start of the exhibition. In this instance, the Exhibitor remains liable for the full cost of the berth and the Organiser may re-sell the space to another company or move a vessel to the vacant berth at any time during set up or throughout the exhibition. No refund will be given, even if the berth is resold, the Exhibitor remaining liable for the full amount of the booking. If the Exhibitor wishes to bring a larger vessel, they must contact the Organiser prior to the exhibition and pay any extra costs. Vessel sizes will be checked on arrival and any balance paid up front before the exhibition begins. If vessels are too large, the Organisers cannot guarantee that space will be available.

kk) The Organisers have the right to move vessels between berths at any time for reasons of safety or logistics.

ll) Exhibitors must not sleep or allow anyone else to remain on board its vessel overnight without expressed permission from the Organisers. Any person remaining on site must comply with Section 15(c).

**The following section constitutes the Show Regulations For Vessels and applies to all Exhibitors:-**

**Liability of the Exhibitor and the Organiser for all vessels berthed on the Seawork Marina, all demonstration vessels and all those attending Speed@Seawork.**

mm) 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.

nn) The Organiser shall not be liable whether in contract, tort or otherwise for death or personal injury caused to the Exhibitor, its sub-contractors, 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.

oo) The Exhibitor shall hold the Organiser, its licensors and agents, servants or representatives at all times harmless and indemnified against all loss, expense, claims, demands or proceedings whatsoever in respect of any death or personal injury whatsoever by the

negligence of the Organiser or its servants or agents.

pp) The Exhibitor shall hold the Organiser and its licensors, agents, servants or representatives at all times harmless and indemnified against all loss, expense, claims, demands or proceedings whatsoever in respect of injury, loss or damage to the property of the Exhibitor, its servants, agents, visitors or sub-contractors or any property used in connection therewith whether arising in contract, tort or otherwise except to the extent that such injury, loss or damage is caused by the negligence of the Organiser or its servants or agents.

qq) The Exhibitor shall indemnify the Organiser against any loss, expense, damage, claims or proceedings whatsoever caused to, incurred by, or instituted against the Organiser or either of them or any other person whatsoever arising out of the exhibits or goods of any Exhibitor or any property used in connection therewith or any act or omission of the Exhibitor, its servants, agents, visitors or sub-contractors.

### **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.

c) The Exhibitor shall hold the Organiser, its licensors and agents, servants or representatives at all times harmless and indemnified against all loss, expense, claims, demands or proceedings whatsoever in respect of any death or personal injury

to itself, its agents, servants, visitors or sub-contractors whether arising in contract, tort, or otherwise except to the extent that such death or personal injury is caused by the negligence of the Organiser or its servants or agents.

d) The Exhibitor shall hold the Organiser its licensors, and agents, servants or representatives at all times harmless and indemnified against all loss, expense, claims, demands or proceedings whatsoever in respect of injury, loss or damage to the property of the Exhibitor, its servants, agents, visitors or sub-contractors or any property used in conjunction there with whether arising in contract, tort or otherwise except to the extent that such injury, loss or damage is caused by the negligence of the Organiser or its servants or agents.

e) The Exhibitor shall indemnify the Organiser against any loss, expense, damage, claims or proceedings whatsoever caused to, incurred by, or instituted against the Organiser or either of them or any other person whatsoever arising out of the exhibits or goods of any goods exhibitor or any property used in connection therewith or any act or omission of the Exhibitor, its servants, agents, visitors or sub-contractors.

f) If the Exhibitor or its servants, agents or sub-contractors should fail to vacate the premises by the relevant dates mentioned in Clause 11(g) due to any cause whatsoever, the Organiser will hold the Exhibitor fully responsible for all losses and expenses incurred by the Organiser as a result of such failure.

g) The Exhibitor will also be held responsible by the Organiser for damage caused by the Exhibitor to any structures, fixtures or fittings permanent or temporary on the Exhibition site. The Exhibitor may not interfere with the structures of the Exhibition site including but not exclusively, walls, frames, perimeter fences, barriers and other structures erected by the Organiser.

## 15 Security

a) In the interests of safety the Organiser may close the Exhibition to visitors at any time during opening hours. Access to the Exhibition will be controlled as the Organiser deems necessary.

b) Security contractors appointed by the Organiser will take charge at all gates where access is permitted. The Exhibitor must carry a pass at all times which under any circumstances, are not

transferable.

c) Persons sleeping on vessels are required to observe the site safety rules and sign in and out and to carry identification at all times for security purposes.

d) 24 hour security is provided throughout the build up, show open and breakdown periods.

## 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.

## 17 Expulsion of Persons

a) The Organiser may expel any person or persons whose presence in the Exhibition is, in their opinion, prejudicial to the best interests of the Exhibition.

b) The Organiser may expel any person or persons whose presence in the Exhibition is, in their opinion, not compliant the Health and Safety at Work Act 1984 and associated regulations.

## 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.

c) For all stands with heavy exhibits, if the weight of any exhibit exerts a load of 500kg (or more) per square metre upon the floor, the Exhibitor will supply a detailed plan of the stand showing the exact position of the exhibit to the Health and Safety Advisor at least 28 days prior to the event. Should the exhibitor or their contractor not be on site when the scheduled lifting is carried out the exhibit will be placed in the position shown on the submitted plan. Any subsequent repositioning will be at an additional cost.

d) All stands with heavy exhibits exerting a downward pressure exceeding 500kg/sqm must provide spreader boards to reduce the weight loading. These must be placed in position by the exhibitor or

its contractor immediately prior to the scheduled lift and placement of the exhibit.

e) All Space Only stands must be constructed by a competent person to ensure that it complies with all relevant standards: that it can be built and taken down in time; that its design is suitable for its purpose and that it is safe for use by all.

f) For all Space Only Stands, the Exhibitor or their appointed Contractor must have submitted plans and received a Permission to Build Notice before commencement of work on site.

Exhibitors not complying with this condition may be refused entry on site.

g) For all Space Only stands, rear walls that abut another stand must be fair faced above 2400mm from the floor. Where rear or blank walls abut a gangway the wall must be fair faced in its entirety.

h) If the Exhibitor erects its own stands or display screens, it must at all times ensure a decorated finish of the appropriate style is presented to all neighbouring areas. Pop up screens must be fair faced at the rear where these abut gangways and must not exceed 2500mm in height.

i) The Exhibitor should ensure that they obtain or able to provide a Certificate of Completion from a competent person stating that the Stand has been constructed in a satisfactory manner, that it is structurally sound and fit for its intended purpose.

j) Unless the Organiser gives its written agreement to the contrary, all exhibits must be on view and in the charge of a responsible and competent representative of the Exhibitor during the whole of the period the Exhibition is open and must remain manned from 15 minutes before the opening until the close of the Exhibition to visitors daily. If the Exhibitor does not open or uncover its Stand or exhibits during this time, the Organiser may do so at the Exhibitor's risk and the Exhibitor shall be liable for any charges that may be incurred thereby.

## 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.

c) The Exhibitor is prohibited from using the bins and skips on site to dispose of

any hazardous waste including those items listed in the Hazardous Waste Regulations 2005, the COSHH Regulations 2002, the Waste Electrical Regulations 2007 and the Batteries Directive 2008.

## 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.
- c) If the Exhibitor wishes to use copyright music at the Exhibition, it must hold the appropriate licence. (These can be obtained from The Performing Rights Society Limited, at [www.prsformusic.com](http://www.prsformusic.com).)
- d) (i) The Exhibitor may not play any audio/visual material in public without having first obtained all necessary consents from all relevant rights holders and (ii) the Exhibitor must indemnify and hold the Organiser harmless against the consequences of any breaches of this Clause 20(d).

## 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.
- b) Should the Fire Risk Assessment indicate that the Exhibitor must provide fire extinguisher(s) these must meet the classification for the risk on the stand and there must be at least one person trained in the use of that equipment available at all times.
- c) The materials used in the construction of the stand must be non-combustible, inherently non-flammable or durably flame proofed to comply with BS476 part 7. All adhesives and paint must be water based.
- d) The Exhibitor may not do or permit anything that would invalidate the fire or other insurance policies and licences covering the Exhibition and the Exhibition site.
- e) The Exhibitor may not bring onto the stand any exhibit or other product that produces heat without the written permission from the Health and Safety Advisor.
- f) The Exhibitor may not bring onto the stand any exhibit or product containing flammable solvents or compressed gasses without written permission from the Organisers.
- g) Liquefied Petroleum Gasses and products with a flash point under 22 degrees Celsius are specifically banned from the exhibition halls.
- h) The Organisers have a non-smoking policy; this includes a ban on the use of Electronic Smoking Devices. It is illegal to smoke in the Exhibition Hall. The Organisers will expel anyone who breaks the law.

## 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. The Organiser may amend copy provided or write any text not so supplied by the copy date. Whilst every endeavour will be made to publish accurate information, the Organiser cannot be held responsible for any error howsoever caused.

## 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.
- b) Weights established and acknowledged by the signature of a representative of the Exhibitor who must be present at the time of the operation will be deemed accurate and accountable.
- c) When the weight of an exhibit exerts a load of 500kg (or more) per square metre upon the floor of the exhibition hall, the Exhibitor must supply a detailed plan of the stand to show the exact position of the exhibit.
- d) Charges will be calculated on one lift. If a series of lifts is involved in arranging any exhibit, each lift will be charged separately.
- e) The Exhibitor will be allocated an arrival time for mechanical handling. Failure to comply may involve a double charge.

## 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.
- d) No form of electrical heating will be permitted on any Stand.
- e) All electrical orders received after the cut off date may be subject to a 20% surcharge.
- f) The use of portable generators for supplying electricity is strictly controlled by the Organisers. Exhibitors must gain approval from the Health and Safety Advisor at least 28 days prior to the start of the show.

- g) The use of 240 volt construction equipment outside of the halls during build up and breakdown is prohibited
- h) Trailing leads and daisy chains must be kept to a minimum and will be subject to inspection by the Health and Safety Advisor.

## 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.
- c) Blimps and Balloons are prohibited on the pontoons, vessels and associated walkways.
- d) The use of A Boards and other placards is limited to within the curtilage of the stand space or to be placed on the vessel.
- e) Feather or sail flags can be used on the walkway and placed immediately adjacent to the exhibitors' berth. For safety reasons, these must be no higher than 3000mm and fitted to a water weighted base.

## 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.
- c) The Organiser may, at its absolute discretion, prohibit as unsuitable, offensive or annoying to visitors or other exhibitors:
  - (i) any display, feature or advertising material, or
  - (ii) any sales, method or demonstration.
- d) The Exhibitor must not sell raffle or other tickets and literature without the prior written consent of the Organiser.
- e) The Exhibitor may not provide promotional entertainment without the prior written consent of the Organiser.
- f) The Exhibitor must not organise functions continuing after the Exhibition closes without the prior written permission of the Organiser.

## 28 Refreshments

The Exhibitor shall not sell any food, drinks or tobacco.

## 29 Exhibitors' Lists

The Organiser is not responsible for the omission of any Exhibitor details or stand numbers from any catalogue, publication or programme.

## 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.

### 31 Registered Design Act

Seawork International is certified by the Department of Trade for the purpose of Section 6 (2) of the Registered Design Act. Exhibitors seeking the protection afforded by section 6 (2) of the Act are advised that formal application of their designs must be made no later than 6 months after the opening of 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

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#### Seawork International organised by Mercator Media Ltd.

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