



## BOFAS 2023 Annual Scientific Meeting

ACC Liverpool 8<sup>th</sup> – 10<sup>th</sup> March 2023

### Exhibitor Contract

I/We now apply for exhibition space as indicated in our application/email correspondence, subject to the Terms and Conditions below and I/We undertake to observe and be bound by them.

I/We agree to the Terms and Conditions ☐

Name of Principle/Director:

Stand Type: Bronze ☐ Silver ☐ Gold ☐ Platinum ☐ (Please tick chosen stand type)

Position Held:

Signature:

Date:

### TERMS AND CONDITIONS

1. **Definitions.** In these Terms and Conditions the term 'EXHIBITOR' 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 ORTHOPAEDIC FOOT & ANKLE SOCIETY'.

2. **Duration of the Exhibition.** The Exhibition will be open as follows:

Wednesday 8<sup>th</sup> March 2023 08:00hrs-18:00hrs

Thursday 9<sup>th</sup> March 2023 08:00hrs-17:30hrs

Friday 10<sup>th</sup> March 2023 08:00hrs-13:30hrs

Stands must be open and fully staffed during these hours.

3. **Cost of Stand Space.** The cost of participation in the exhibition is noted on a separate document. It will also include a copy of the delegate list; free coffee, tea and lunch for complimentary stand representatives. \*Additional requirements such as showcase furniture and power points are available through the venue and will incur additional charges. \*\*Additional staff will require additional badge request and payment.

4. **Application for Stand Space.** Application for stand space must be made on the exhibitor application form on the website, or via an email to administrator@bofas.org.uk. **Stand space will be allocated on receipt of payment for stand package, and where possible, in accordance with the Exhibitor's choice and preference.** The stand confirmation and contract form must list all firms being represented by the Exhibitor. 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.

5. **Payment for Stand Space.** Once this exhibitor contract has been returned, an invoice for the full cost will be issued by BOFAS and must be paid within 60 days. In the case of applications after 1st January 2023, the invoice must be paid within 30 days. The deadline for applying for exhibition stands is 31<sup>st</sup>

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January 2023. 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.

**6. Cancellation or Reduction of Stand Space.** If an Exhibitor cancels or reduces his stand space after it has been allocated a) Cancellation automatically forfeits 25% of the cost of the stand b) Cancellation 15<sup>th</sup> Sept – 2<sup>nd</sup> January 2023, exhibitor is liable for 75% of the cost of the stand c) Cancellation after 2<sup>nd</sup> January 2023, exhibitor is liable for 100% of the cost of the stand.

**7. Bankruptcy or Liquidation.** In the event of an Exhibitor becoming bankrupt or (being a Company) entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), 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 the Contract shall be forfeited.

**8. Insurance.** The Exhibitor must be responsible for safeguarding and insuring his 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. The Exhibitor agrees and undertakes to secure his own insurance to cover all liabilities and risks.

**9. 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 8 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, as to which any modifications, substitutions or re-arrangement they consider necessary shall be determined by the Organisers.

**10. Occupation of Stand Space.** The Exhibitor, his employees, servants, agents and contractors, may enter the Exhibition premises for the purpose of erecting, installing and preparing his exhibits on Tuesday 7<sup>th</sup> March 2023 at a time to be advised by BOFAS. All Stands must be completed and ready by 0800hrs on

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Wednesday 8<sup>th</sup> March 2023. In the event of an Exhibitor failing to take possession of his allocated stand space, the Organisers reserve the right to re-allocate or otherwise deal with the stand space as they do decide. 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.

**11. 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 due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by Edinburgh International Conference Centre, 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.

**12. Display Installation** (i) No Exhibitor will be permitted to install his exhibits or display in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways. (ii) Gangways must be kept clear and free for passage and must not be littered or obstructed in any way. (iii) All electrical installations and connections must be carried out by the official electrical contractor. (iv) Height restrictions must be observed. (v) 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. (vi) The Licensing Authority reserves the right to examine and exclude any exhibits.

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

**14. 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 own stand area.

**15. 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 at the venue. Additional costs for electrical power points will be charged by the venue – costs will be provided and will need to be settled before the event.

**16. Stand Cleaning/Storage.** The Exhibitor is responsible to the Organisers for seeing that his stand is maintained in a clean and orderly state during the open period of the exhibition. **No storage space is available in the Exhibition hall and the Exhibitor must ensure that all packing materials and empty boxes are removed from the premises before the opening of the Exhibition.**

**All stands/items MUST be collected on Friday 10<sup>th</sup> March 2023 – there is no storage available at the venue after the close of the conference. Please ensure couriers are booked to collect on Friday 10<sup>th</sup> March 2023.**

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**17. 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 Licencing Authority and other statutory bodies. Any materials or exhibits not approved by these authorities or the Organisers must be removed from the premises.

**18. 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.

**19. 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.

**20. 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 provided by BOFAS must be worn at all times by Exhibitors.** Only staff listed by the sponsoring company with official BOFAS badges will be allowed access to the meeting.

**21. 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 his stand. 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. Their 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 Edinburgh International Conference Centre, The Licensing Authority or any other competent authority.

**22. 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.

### **COVID-19**

Should the Exhibition be cancelled or held in a virtual format due to the COVID-19 pandemic (including any variant), the Organisers shall pay to the Exhibitor (a) a full refund of the fees paid by the Exhibitor to the Organisers, in the event of a cancellation of the Exhibition, or (b) a full refund of the fees paid by the Exhibitor to the Organisers, minus any expenses already committed and/or paid in connection with the organisation of the Exhibition (pro-rated across all Exhibitors), in the event the Exhibition is held in a virtual format; the Organisers will provide all relevant evidence and/or expense receipts in support of any deduction.

○ *The Exhibitor will participate at this Exhibition, subject to the following requirements in order to protect its investment and employees:*



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- *The Organisers must follow all up to date safety measures set by the UK government national and regional rules and the venue safety regulations where the Exhibition will take place.*
  
- *The Exhibitor reserves the right to ensure that its Exhibition stand space will provide a safe environment for its employees. The Exhibitor will continue to implement social distancing, face masks, hygiene and sanitising protocols, catering safety measures at its stand space, as its deem appropriate in its sole discretion.*

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

### **EXHIBITORS' PACK**

Technical information concerning the Exhibition together with Order Forms for ancillary services will be sent to the Exhibitor by the Organisers after application has been made, contract signed and returned, and payment of stand package settled in full. All electrical charges will be paid directly to the ACC Liverpool and are a separate cost from the Exhibition Packages offered by BOFAS.