

# 1. UKAEA Standard T&C for Exhibition Bookings

#### 1.1. Definitions:

'Applicable Law' means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction.

'the Authority' means the United Kingdom Atomic Energy Authority.

'Data Protection Laws' means any national laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom in relation to data privacy and including the United Kingdom General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

'Exhibitor' the company or individual that is buying the service at the exhibition

'Parties' means the Authority and the company or individual attending the exhibition

'Personal Data' means all personal data, as defined in the UK GDPR.

'Quotation' means the Authority's quotation for the Work inviting the Party to take up the exhibition offer.

### 2. Scope of the Contract

- 2.1. The Authority will be arranging an exhibition that other Parties may attend and sponsor.
- 2.2. The Authority reserves the right to advise the other Party Customer should the Authority consider that, in its reasonable opinion, an amendment or alteration either is necessary or better serves what is understood by the Authority to be the intended function or purpose of the Work.
- 2.3. The Authority undertakes to notify and consult the Customer prior to incorporating any changes or alterations to the Work.

## 3. Allocation of Space

- 3.1. The Authority will notify the exhibitor within 7 working days of receipt of an application for exhibition space, attendance or sponsorship, whether that application is successful and if so provide a booking reference code which must be used in subsequent correspondence.
- 3.2. If for any reason the exhibitor is not allocated a space then monies accompanying the application will be returned in full.
- 3.3. The Authority reserve the right to alter the allocated stand position (if applicable) if deemed necessary in order to provide a viable layout.
- 3.4. All security details required to attend an exhibition must be provided with the application form and The Authority must be notified of any subsequent changes no later than 4 weeks prior to the event.
- 3.5. The Contract shall terminate in the event of:3.5.1. a material breach of the Contract by either Party; or



3.5.2. the appointment of an administrator for, or in the event of the insolvency, windingup or dissolution of a Party to the Contract.

### 4. Payment for Exhibition Space

- 4.1. Unless stated otherwise on the booking form/Quotation provided by The Authority, the charges for exhibition space does not include any lights, panels or fittings.
- 4.2. All application forms are offered, and bookings accepted solely on a 'payment with booking' basis and must be made in advance of any exhibition attendance. The Authority reserve the right to refuse any application that does not comply with these terms.
- 4.3. All invoices shall be paid within the agreed terms of the invoice date. In the event of late payment, The Authority reserves the right to charge interest at three per cent per annum above the UK base lending rate from the date on which the invoice has become due until the date of payment, calculated on a daily basis. In addition, in the event that any invoices remain outstanding, The Authority shall be entitled to refuse any other applications made by the customer to participate in any other events managed or organised by The Authority.

# 5. Duration of the Exhibition

- 5.1. The date and opening hours of each exhibition will be stated in the booking form/brochure. In completing the booking form the exhibitor agrees to prepare and have their stand available the previous afternoon (or at another time if agreed in advance with The Authority) and will remain at their stand for the duration of the exhibition and will not begin dismantling the stand until the exhibition closing time has passed.
- 5.2. If the exhibition includes an evening preview reception this will be clearly indicated in the booking form brochure.
- 5.3. An application to take part in the exhibition will also require that the exhibitor prepares and occupies their exhibition stand for the duration of the evening preview reception, where applicable, as will be indicated in subsequent correspondence.

## 6. Fire & Safety

- 6.1. Materials used by the exhibitor in the construction and finishing of their stand and exhibits, or during demonstrations or dismantling must not present a fire hazard to the exhibitor, other exhibitors or the public. The use of compressed gas or other explosive or highly inflammable substances require prior approval from The Authority.
- 6.2. All exhibitors' equipment must be confined within the floor plan boundary of the stand space booked and must not offer a hazard to persons attending the exhibition or other exhibitors in any way. Passageways, stairways and fire exits shall be kept free of obstructions at all times.
- 6.3. All electrical equipment must be PAT tested and hold a current certificate.
- 6.4. Exhibitors are responsible for ensuring they are familiar with the 'host site' fire evacuation procedures and site rules. Should the exhibition be at The Authorities site additional site rules will be provided with these terms.

- 6.5. If required visitors badges will be worn at all time and the exhibitor will comply with the restriction of that visitors badge.
- 6.6. All exhibitors should note that all venues operate a no smoking policy.
- 6.7. The exhibitor is required to notify the organiser at least six weeks before the exhibition if the exhibitors intended display or equipment breaches any of the following guidelines:
- 6.8. Stands will comply with all of the requirements provided by The Authority in relation to the specific exhibition
- 6.9. The exhibitor will take with them all packaging, display materials and any other additional presentation equipment immediately after the close of the exhibition.
- 6.10. The Authority will not be responsible for the delivery, storage or transport of exhibitors' own equipment. Should the exhibition be on The Authorities site the exhibitor needs to comply with all requirements for deliveries onto that site.

### 7. Damage to the Exhibition Venue

7.1. The exhibitor must avoid causing damage to the structure and finishes around and in the exhibition hall or marquee and must provide such evidence, as is required by The Authority, that appropriate and adequate insurance cover is in existence to cover any claims arising from such damage.

#### 8. Limit of Liability

- 8.1. All equipment and articles exhibited are at the sole risk, and are the sole responsibility, of the exhibitor. All exhibitors must provide their own insurance cover for fire, theft, damage or loss, incl. Public liability; as The Authority cannot be held responsible for accidents to exhibitors, exhibits or attendees.
- 8.2. The Authority shall not be held responsible for the loss or damage to or the safety of any property or of any injury to the exhibitor or their agents or servants under any circumstances whatsoever by reason of fire, water, theft, accident and any other cause including erection, maintenance and dismantling of stands and equipment or otherwise the negligence of or breach of statutory duty by the organiser, their agents or servants.
- 8.3. Whilst adequate marketing of these events will be undertaken to attract the exhibition's target audience, The Authority cannot be held responsible for the quantity or quality of visitors if other activities, events, responsibilities or unforeseen circumstances, which are beyond the control of The Authority, deleteriously affect attendance.
- 8.4. The Authority will not be held liable for costs associated in regard to any disruption on the day (or set up day) of all exhibitions caused by the enforcement of 'host' site rules and procedures or incidents.
- 8.5. Should an individual exhibitor's booking be cancelled or terminated by The Authority at short notice, liability will be limited to the value of the individual venue booking fee paid and no claims for any subsequent associated losses will be considered.



8.6. The Authority are not responsible for any loss or damage as a result of a substitution, alteration or cancellation/postponement of an event.

### 9. Cancellation

- 9.1. Cancellation fees will be charged for the customer's withdrawal from the Exhibition once a booking form has been received and invoice issued. Such fees will become due and payable on receipt of written notice of cancellation from the customer.
- 9.2. Cancellation fees are as follows:
- 9.3. No fee will be charged for cancellation more than twelve weeks prior to the Exhibition date.
- 9.4. For cancellation between six and twelve weeks prior to the Exhibition, the cancellation fee shall be 50% of the full fees payable under paragraph 2.
- 9.5. For cancellation less than six weeks prior to the Exhibition, the cancellation fee shall be 100% of the full fees payable under paragraph 2.

### 10. Data Protection

10.1. The Authority shall ensure that it complies with the Data Protection Laws as they apply from time to time throughout the term of the Agreement. In particular, where the Authority is processing Personal Data ("Processor") on behalf of the Exhibitor.

## 11. Delegate Bookings

- 11.1. The Authority will notify the delegate within 7 working days of receipt of an application for a delegate ticket if they have been successful. Where an online booking system is in operation, the applicant will receive confirmation of their booking within minutes of our having received confirmation from the secure payment provider (if payment is required).
- 11.2. If for any reason the delegate is not allocated a ticket then monies (if applicable) companying the application will be returned in full.
- 11.3. Where applicable, all security details required to attend an event must be provided to the Authority with the application form and the organiser must be notified of any subsequent changes no later than 4 weeks prior to the event.

### 12. Payment for delegate tickets

- 12.1. Unless stated otherwise on the booking form/brochure/online registration provided by the Organiser, the charges for delegate tickets does not include anything other than the permit the individual to attend the event.
- 12.2. All application forms are offered, and bookings accepted solely on a payment (where applicable) with booking basis. The Organiser reserve the right to refuse any application that does not comply with this rule.



- 12.3. The Authority reserves the right to cancel any event. In this case, the full fee will be refunded. In the event that the Authority postpone an event for any reason and the delegate is unable or unwilling to attend on the rescheduled date, you will receive a full refund of the fee paid.
- 12.4. The Authority is not responsible for any loss or damage as a result of a substitution, alteration or cancellation/postponement of an event.
- 12.5. Where delegates are attending a conference, seminar or other event where presentations are included it should be noted that while speakers and topics were confirmed at the time of publishing, circumstances beyond the control of the Authority may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, the Authority reserves the right to alter or modify the advertised speakers and/or topics if necessary without any liability to you whatsoever.

### 13. Force Majeure

- 13.1. Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of that Party.
- 13.2. If any Party is subject to force majeure which thereby affects its ability to perform its obligations under the Contract, it will notify the other Party as soon as is practicable. In such circumstances the Parties will discuss the implications for completion of the Work.

#### 14. Governing Law

14.1. Any dispute or claim arising under this Agreement shall be subject to the laws of England and to the exclusive jurisdiction of the English courts.

### 15. General items

15.1. The Customer shall not assign, transfer, mortgage, charge, subcontract, sublicence, delegate, declare a trust over or deal in any other manner with any or all its rights and obligations under the Contract without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).

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