

## Development

# Terms and Conditions

## Exhibitor Stands

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### 1. Exhibitor Terms & Conditions

This document details the agreement between Church of England Educational Services Ltd (the organiser) and any company, individual, partnership or organisation (exhibitor) that participates in the Church of England Foundation for Educational Leadership National Conference (the exhibition). These terms and conditions apply to the exclusion of any others unless expressly agreed in writing.

#### **The Event**

- The Church of England Foundation for Educational Leadership National Conference
- Live Date: 6<sup>th</sup> February, 2020
- Venue: Methodist Central Hall, Westminster, SW1H 9NH
- Public Opening Times: 8:00 am – 4:00 pm

#### **Booking**

- The submitted contract becomes legally binding when the organiser acknowledges receipt of a completed contract by raising an invoice for the payment
- The contract must state clearly the nature of all goods and services to be promoted at the exhibition. Only those goods and services entered on the application form may be displayed.
- The organiser reserves the right to decline an application to exhibit if, in their opinion, it is deemed unsuitable for the exhibition.

#### **Cancellation**

- In the event of cancellation by an exhibitor the cancellation fees are as follows.
  - 100% if you cancel on or after 17<sup>th</sup> January, 2020
- Notification of cancellation must always be given in writing and received by recorded delivery. Exhibitors remain liable for any payments overdue at the time of cancellation. The organiser retains the right to re-sell cancelled space without prejudice.
- In the event of non-payment for any reason whatsoever, the organiser may, at its sole discretion

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- Relocate the stand to another position and/or
- Alter the size of the stand.

### **Alterations to Bookings**

- In the event that an exhibitor wishes to alter the listed goods and services between the time of booking and the exhibition itself, they must notify the organiser in writing. Permission to display additional goods and services may be given at the sole discretion of the organiser.
- Should an exhibitor wish to alter the size or location from that listed on the application form the change(s) must be agreed in writing with the organiser.
- If an exhibitor wishes to decrease the size of the stand, the organiser, at its discretion, will reduce the size where possible; however the exhibitor will still be contractually obliged to pay the original stand price, as stated on the original signed contract.
- Under no circumstances must a stand be sublet, shared or transferred without the prior consent of the organiser. All requests must be made in writing via recorded delivery. The exhibitor is still liable for the full price of the stand to be paid to the National Society.

### **Entitlements**

- The stand cost includes floor space and stand construction (as detailed in the exhibitors' flyer). Also included are 2 exhibitor passes for staff, and a logo included in the programme (provided the stand is booked prior to the copy deadline).
- The cost specifically excludes telephone, car parking and insurance, and any other additional services as may be required by individual exhibitors.
- Displays must not be placed anywhere other than within the perimeter of the stand. Canvassing of visitors is not permitted beyond the perimeter of each exhibitor's stand such as in the aisles or entrance hall.

### **Exhibiting**

- Stands must be staffed at all times throughout the opening hours of the exhibition.
- Any failure by an exhibitor to furnish their stand by the opening time of the exhibition will be deemed as a cancellation, and the organiser will be entitled to reallocate the space without refund.
- Exhibitors must not block the front of a neighbouring stand with their displays nor arrange their stand in such manner as to cause the public to block the aisle in front of it, or any adjacent stand.

### **Insurance**

- It is the exhibitor's responsibility to hold public liability insurance. The organiser, exhibition hall owners and management cannot accept any liability for any loss or damage sustained from any cause whatsoever.

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- Security services are provided throughout the exhibition and build-up period, but whilst every reasonable precaution is taken, exhibitors are advised to take common-sense precautions regarding the safety of their effects at all times.
- The organiser disclaims responsibility for any loss or damage to property of any exhibitors from any cause whatsoever. However, it is essential for exhibitors to report immediately to the organiser any loss sustained. The organiser accepts no responsibility for exhibitors' goods left at the exhibition hall at the end of the exhibition.
- The organiser accepts no responsibility for the failure of any exhibitor to arrange the required insurance cover.

### **Health and Safety**

- Set-up and breakdown of exhibition stands must only take place during the allocated times. Exhibitors are not permitted to set up or dismantle stand displays or move merchandise within the hall while it is open to the public. Specifically, exhibitors must not commence breakdown at the end of an exhibition before the public have vacated the hall.
- Exhibitors must not cause any aisle or emergency exit to be blocked in any way by their goods, displays or staff. In case of any dispute the decision of the duty fire officer is final.
- Exhibitors must abide by the health and safety rules of the venue

### **Photography**

- Any images of participants taken by the official festival photographer remain the property of the organiser, and the organiser reserves the right to use any such images to promote future Exhibitions.
- Exhibitors may not take photographs/video footage without the written consent of the organiser

### **Badges / Passes**

- Exhibitor badges are issued by The Church of England Foundation for Educational Leadership for the use of exhibitors and their staff. These must be completed with the name of the individual and the stand number, and worn at all times
- Badges are strictly non-transferrable. The organiser reserves the right to refuse admission of any individual in possession of an exhibitor badge, who is not directly involved with an exhibition stand.

### **Noise Levels**

- Exhibitors must ensure that CD/iPods, videos, televisions and any other sounds emanating from their stands are kept to a level that does not cause disturbance to other exhibitors or to performers. In case of dispute, the organiser's decision is final.
- No voice amplifiers are to be used by any exhibitor.
- Exhibitors must not cause any obstruction or disturbance to the neighbouring or adjoining premises to the exhibition hall in the process of moving into or out of the exhibition hall.

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### **Code of Conduct**

- Whilst participating in the exhibition, exhibitors must not conduct their business in a manner that could bring the reputation or integrity of the Conference into disrepute. The organiser reserves the right to stop or remove any act, display item or person deemed to be inappropriate or to be detrimental to its interests.
- Exhibitors are responsible for any damage caused to the fabric of the exhibition hall by their activities while participating in the exhibition.
- Exhibitors are responsible for any waste material left behind at the end of the exhibition. Any costs incurred by the venue in the specific disposal of such materials will be passed on to the exhibitor.

### **Misc**

- The agreement is not conditional upon the presence or absence of any other exhibitor, and any reference to such a circumstance does not constitute any part of the agreement.
- The agreement is onerous upon the organiser to provide the exhibitor with an amount of space and table within the exhibition. However, the organiser reserves the right to change the position or number of that stands space within the exhibition.

### **Disclaimer**

- Information is given by the organiser in good faith and to the best of their knowledge at that point in time. Any subsequent changes cannot be taken as cause to cancel the booking, likewise no omission or error on the part of the organiser can be held against them.
- The organiser reserves the right to alter the overall layout of the exhibition if necessary, which in turn may affect the location and dimensions of individual stands. In the event that re-allocation of stand space is necessary for any reason, the organiser will undertake as far as possible to allocate the closest equivalent stand. This eventuality does not constitute a violation of the contract and does not permit the exhibitor to revoke that agreement.
- The organiser will act at all times in the best interests of the exhibition and in doing so may from time to time alter the details of these terms and conditions if required.
- In the case of any breach of contract the organiser reserves the right to remove items or people from the exhibition and/or revoke the contract without prejudice to the right to recover any monies owed to the organiser.
- In the event of postponement or abandonment by the organiser the exhibitor shall not have any claim against the organiser. Any failure to settle a dispute related to these terms and conditions will be resolved in a court of law.
- No sub-letting or transferring of stands is allowed. The contract is specific to the exhibitor and must not be assigned, sublet or shared in any way. No material can be distributed that is not related to the exhibitor and listed on the booking form

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