



# The Gem & Mineral Shows UK Ltd

## Terms and Conditions of Business

Event exhibitors and collaborators

### 1. DEFINITION

In these Terms and Conditions, the term 'Exhibitor' means any person, firm or company who has made an application for and who has been granted stand space, sponsorship or a collaboration opportunity at any The Gem & Mineral Shows UK Ltd event. The term 'Organiser' means The Gem & Mineral Shows UK Ltd.

### 2. EVENT STAND AVAILABILITY

The Exhibitor should contact the Organiser prior to submitting any booking form to ensure that there is availability for the event. Normally, the Exhibitor booking form will be removed from the event website when capacity is reached. The Gem & Mineral Shows UK Ltd reserves the right to cap trade types for each event to ensure optimum return on investment for Exhibitors.

### 3. BOOKING OF EVENT STANDS AND SPACE

Booking of event stands and space can be made online via the The Gem & Mineral Shows UK Ltd website by submitting an application form. Once your application form has been received, this will be reviewed and confirmed. Following this confirmation an invoice is issued to you and once you have paid, your booking is confirmed. 50% deposit is required at the time of booking, with the balance due no later than 12 weeks prior to the event. Bookings made after this time require a full balance payment. The Gem & Mineral Shows UK Ltd cannot reserve spaces without a deposit payment and booking form. Payments can be made by debit card or BACS. We do not accept cheques or Paypal payments. The Gem & Mineral Shows UK Ltd reserves the right to cancel a booking and give a refund if necessary. Submission of a booking form legally binds the Exhibitor to booking at the event and subsequent payments and cancellations terms, as detailed in clause 4 and 5 is applicable.

### 4. PAYMENTS AND INVOICES

Invoices must be paid in full and in the time-frame stipulated or as detailed on the invoice, unless otherwise agreed with The Gem & Mineral Shows UK Ltd. Payment plans may be available which is at the discretion of The Gem & Mineral Shows UK Ltd. If a payment plan is not adhered to, your booking may be cancelled and Clause 5 of these Terms and Conditions will apply. The Gem & Mineral Shows UK Ltd shall be under no obligation to reimburse or refund any payments already made. Once an invoice has been issued, the Exhibitor will remain fully liable for any amount outstanding on the booking.



It is the Exhibitor's responsibility to make The Gem & Mineral Shows UK Ltd aware if paperwork in regards to the booking has not been received. Non delivery of paperwork does not substantiate the cancellation of a booking following submission of a booking form.

## **5. CANCELLATION OF STAND SPACE OR SPONSORSHIP**

If the Exhibitor wishes to cancel their booking at a The Gem & Mineral Shows UK Ltd event after acceptance of the booking, they must give at least 12 weeks written notice prior to the event. The 50% deposit associated with the Exhibitor booking is non-refundable. If written notice is provided 12 weeks prior to an event, any fees paid over the deposit amount will be refunded. If an exhibitor in these circumstances has not yet paid the deposit amount, payment for outstanding fees is due immediately. If not paid, the invoice may be passed onto a 3rd party debt recovery agency. If the Exhibitor fails to meet any of the payment obligations detailed on the Booking Form and/or invoice, and/or these Terms and Conditions, or under any payment plan agreed, then the Organiser reserves the right to cancel the booking without refund.

The Gem & Mineral Shows UK Ltd reserves the right to cancel a booking if:

- The Exhibitor is in any breach of contract as stipulated in these Terms and Conditions
- The Exhibitor ceases or threatens to cease their business operations
- The Exhibitor is obstructive to the booking process or potentially damaging to the event
- The product or services stipulated in the booking form is not suitable for the event
- Any circumstances whatsoever beyond the reasonable control of the Organiser including but not limited to, through no fault of the Organiser, the cancellation of the event and force majeure

## **6. REFUNDS**

Deposits are non-refundable. Refunds are not issued as standard, but may be considered by the Organiser on a discretionary case by case basis. Should the Exhibitor request a refund for their booking, the cancellations terms in Clause 5 will apply.

## **7. BANKRUPTCY OR LIQUIDATION**

If an Exhibitor being an individual or business becomes bankrupt, is issued with a receiving order or makes a creditors arrangement, or in the case of a limited company goes into liquidation or has a receiver appointed, the contract with the Exhibitor shall be terminated and the cancellation terms detailed shall be applied.



## **8. PROHIBITION OF TRANSFER**

The Exhibitor must not assign, share, sub-let nor grant licences in respect of the whole or any part of the stand space allocated to them without the prior permission of The Gem & Mineral Shows UK Ltd. Exhibitors are not allowed to promote events by any other venue or organisers or any other event that will create conflict of interest for the The Gem & Mineral Shows UK Ltd event that they are attending. Exhibitors are not allowed to promote any other business or service by leaflets distribution, business card or recommendation or promote any other services that their business or associate may offer that is not within the trade type whereby their stand has been booked. Exhibitors found to be promoting such businesses or services will be asked to desist and may be asked to leave the event without refund and prohibited from attending future events.

## **9. EVENT PROMOTION AND PRESENTATION**

The Organiser shall have sole discretion as to organising and promoting the The Gem & Mineral Shows UK Ltd event in such manner as considered appropriate and reserves the right to amend or vary the manner or methods of such organisation and promotion without explanation or liability. Any statements made by or on behalf of the Organiser as to attendance projections or methods or timing of promotional activities and constitute only general indications of the Organisers promotion and organising strategy, and shall not amount to any representation or warranty. The Organiser will distribute marketing materials to Exhibitors via email and social media and/or via post. Exhibitors are required to share these marketing materials via their websites, social media platforms and any other methods as requested by the Organiser. The promotional output required by the Exhibitor will be discussed and documented during the booking process.

## **10. ALLOCATION OF STAND SPACE**

Stand space will only be allocated to Exhibitors that have completed the contractual Booking Form, provided relevant documentation and made full payment. Stand space will be allocated by the Organisers wherever possible in accordance with the Exhibitor's preferences, however consideration will be given for the requirement of the product or service being exhibited. The allocated stand space will be communicated with the Exhibitor approximately six weeks prior to the event date.

## **11. RELOCATION OF STAND SPACE**

Should it be necessary for the Organisers to revise the layout of the Exhibition floor plan for any reason, the Organiser reserves the right to transfer the Exhibitor to an alternative suitable stand space within the Exhibition without recourse to compensation, unless the stand space is reduced in size in which case the cost of the stand space shall be reduced accordingly and refunded to the exhibitor if applicable.



## **12. REDUCTION OF STAND SPACE**

When an Exhibitor wishes to reduce the size of the stand space booking after acceptance by the Organiser, then written notice must be received sent at least six weeks prior to the event date. The Organiser reserves the right to apply the cancellation policy detailed in Clause 5 should suitable notice not be given by the Exhibitor. The Organiser may resell or reallocate the stand space but shall be under no obligation to reimburse any part of the cancellation charge. The Organiser shall not be obliged to accept the Exhibitor's notice of reduction.

## **13. UNOCCUPIED SPACE**

Should the Exhibitor fail to set up on the required day, fail to attend the event on any day, or if the space booked is not occupied 30 minutes prior to the event opening to the public, the Organiser reserves the right to use the space as they see fit on the day. No refund, transfer or discount for any other event will be given.

## **14. SETUP AND BREAKDOWN**

The Exhibitor must adhere to the setup and breakdown times and instructions stipulated in the exhibitor pack, which will be distributed prior to the event. Stands must be fully dressed and ready for the public at least 15 minutes before opening time. If Exhibitors are running late or have issues on the morning of the event or during the set up period, it is their responsibility to contact the Organiser as soon as they are able. Exhibitors must adhere to the stand size that they have booked. On the day of the event, should the Organisers feel that any stand, marketing materials or additional items that are brought to the event exceed the booked stand space, Exhibitors will be asked to either remove the items or pay for a suitable upgrade of space, if this is available on the day. Exhibitors may not encroach on another Exhibitor's exhibition space and must stick within the parameters of the space that they have booked at all times. Additional space during set up or on the day of the event cannot be guaranteed.

Break-down may not commence before the close of any event unless verbal confirmation is given by the Organiser, or by arrangement prior to the event. In the event that the Exhibitor fails to remove all their property, furniture and waste material from the event venue by the end of the contracted break-down time, these items will be removed and the Exhibitor will be solely liable for all costs incurred in such removal, storage and/or disposal. Neither the Organiser, the venue nor any of the show contractors will be liable for any damage to such property or any loss incurred by the Exhibitor in these circumstances.



## 15. STAND SAFETY

All free standing exhibition stands and signs must be properly anchored or fixed so as to avoid danger to any person or persons at the event. The Organisers shall be indemnified by the Exhibitor against any claim or action on account of any inquiry or damage being caused. Exhibitors erecting interior displays must ensure all work conforms to the requirements of the Organiser or other appropriate authorities and is executed within the terms of the Health and Safety at Work Act. No items or persons may encroach on any gangways or the stand space of another exhibitor.

## 16. STAND ADVERTISING AND MERCHANDISE

The Exhibitor must not display or distribute any advertising or merchandise in addition to or in place of those detailed on the Booking Form, without the prior written permission of the Organiser. Advertising literature or other products not relating to the Exhibitor's business must not be displayed or distributed from either the stand space or anywhere else within the event venue.

## 17. PROMOTIONAL RESTRICTIONS

Exhibitors can only promote and display their own business product and service that has been detailed on the booking form. When offering more than one service it is imperative that all services are agreed with the Organiser in advance. Organisers reserve the right to remove items from display not included in the original booking form application.

## 18. ADVERTISING MATTER

The Exhibitor may distribute advertising and print materials from their own stand but must not distribute such materials in entrances or any other location that is not their designated stand, unless express consent is given by the Organisers. Distributing materials or approaching attendees of the event in entrance ways, around the event or in any other location apart from their designated stand is strictly prohibited.

## 19. STORAGE

The Exhibitor is responsible for all personal and business items throughout the course of the event and the Organiser is not responsible for any lost, damaged or stolen items. Additional storage areas are not provided so any items that do not fit inside the exhibition space must be removed and placed elsewhere (e.g. placed in Exhibitor's vehicle).



## **20. ALCOHOLIC GOODS AND FOOD SAMPLES**

Exhibitors may not bring any alcoholic goods for own or public consumption into the venue without prior consent from the Organisers. Businesses that wish to distribute food samples must hold a valid Health and Hygiene certificate with documents available for inspection if required at each event and gain written permission from the Organiser prior to the event.

## **21. ELECTRICAL REQUIREMENTS**

The electrical facilities available to Exhibitors depends on the location of the The Gem & Mineral Shows UK Ltd event. This will be discussed on application for stand space. Where electrical facilities are available, exhibitors requiring electric must ensure any electrical equipment used on the stand is PAT tested, and applicable hazard taping must be provided to cover loose cables.

## **22. HEALTH, SAFETY AND FIRE RISK**

Exhibitors must adhere to all fire and safety regulations which affect the event. Aisles and fire exits must be kept clear. No candles or naked flames are allowed at any event unless prior permission have been granted by the Organiser.

## **23. ADMISSIONS**

The Organiser reserves the right to refuse admission to any person to the event without assigning any reason.

## **24. EXHIBITOR INSURANCE**

All Exhibitors are required to hold appropriate Public Liability Insurance and produce a copy of such insurance policy if required to do so by the Organiser.

## **25. EXHIBITOR AND ORGANISER LIABILITY**

Every Exhibitor accepts liability for all goods, services and products promoted at the event. If a customer is dissatisfied with an Exhibitor for any reason, this is the sole liability of the Exhibitor. The Organiser will not be liable if marketing materials not be included within the events marketing programme, should the Exhibitor fail to provide required information within the stipulated time frame. Exhibitors are liable for all personal and company property and should this property be unattended, this is at the Exhibitor's own risk.

## **26. ASSURANCE/GUARANTEES**

The Exhibitor is fully responsible for proactively promoting their business at the event to potential customers and the Organiser is not liable for and cannot guarantee business from your attendance at any event.



## **27. CONDUCT OF EXHIBITORS**

The Organiser reserve the right to stop any activity that may be causing disturbance, annoyance or offence to any other Exhibitor or attendee of the event.

## **28. DATA PROTECTION**

The Gem & Mineral Shows UK Ltd is committed to comply with GDPR and Data Protection rules and regulations. Our full Data Policy can be viewed at [www.thegemandmineralshow.com](http://www.thegemandmineralshow.com)

## **29. AMENDMENT OF TERMS AND CONDITIONS**

The Organiser reserves the right to alter, amend or change any aspect of these Terms and Conditions at any time. Should any questions arise, whether the subject has been covered in these Terms and Conditions or not, the Organiser's decision is final.