



Building for tomorrow 2019

# Exhibitor Terms and Conditions

## 1. Exhibitor Terms and Conditions

The Event - Building for tomorrow 2019

The Organiser - National House-Building Council (NHBC)

The Exhibitor - any company or person ordering display space at the event

## 2. Stand application, allocation and payment

The exhibitor must apply for a stand by emailing [buildingfortomorrow@nhbc.co.uk](mailto:buildingfortomorrow@nhbc.co.uk).

Your place as an exhibitor is only confirmed once a booking confirmation email has been sent to you from the Organiser.

Once your place is confirmed, the Organiser will send a pro-forma for the full amount to the Exhibitor. Payment terms are standard 30 days.

Stands are assigned subject to availability. The Organiser reserves the right at any time to re-arrange the stand layout or allocation and compensation will not be given.

If the Exhibitor fails to pay any sum due in the time and manner agreed herein, the Organiser may in writing require the Exhibitor to forego the stand allocated without the Organiser being under any liability to refund or abate sums paid or due herein.

The costs and package for the stand shall be as outlined in the booking confirmation. The Exhibitor shall be responsible for the settlement of contractors' accounts in respect of items ordered in addition to those supplied in the stand package. The Organiser reserves the right to alter the package under certain circumstances such as where the Exhibitor occupies only part of the stand as drawn on the original stand plan.

All costs are quoted in UK Sterling. Any sums transferred from outside the UK will be payable at the exchange rate applicable on the date of payment.

If the Organiser requires the services of a third party to retrieve any overdue sums, the Exhibitor will be fully liable for all legal costs, court costs and professional fees.

## 3. Exhibitor cancellation

In the event of the Exhibitor giving written notice at any time prior to the Event, of his intention to cancel his stand or in the event of his failure to occupy the stand space by the day prior to the opening of the Event, the Organiser will have absolute discretion to deal with the display space as it thinks fit, without being under any liability to refund or abate any charges paid or due herein except as provided below. Once a stand booking form has been received, any Exhibitor who subsequently decides for any reason to withdraw from the event or reduce his stand space shall immediately inform the Organiser in writing and shall be liable to pay the following cancellation charges plus VAT:-

- Cancellations received on or before 31st January 2019 - 50% of all monies paid.
- Cancellations received after 31st January 2019 - 100% of agreed cost.

In the event of the Exhibitor becoming bankrupt, going into liquidation or being under any appointment of a receiver, the Organiser reserves the right to cancel any stand without being under liability to refund or abate any charges paid or due herein.

## 4. Change of date or venue/event cancellation

The Organisers reserve the right at any time to change the date and/or venue of the Event or to cancel it altogether if they deem it necessary by reason of fire, flood, extreme weather conditions, acts of war or violence, malicious damage, explosion, earthquake, strike, civil disturbances, political unrest, riot, labour dispute, power cuts or any other cause beyond the Organiser's control; or if the Organiser for any other reason deems it necessary or advisable. In such cases, the Exhibitor waives any and all claims he might have against the Organiser for refunds, damages or expenses.

In the event that the Event is cancelled by the Organiser for commercial reasons such as lack of support then all sums paid by the Exhibitor for the stand will be refunded. The Exhibitor agrees that under these circumstances he will have no further claims against the Organiser.

## 5. Equipment

Any electrical equipment or appliances which the Exhibitor proposes to use for the Event requires a current Portable Appliance Test (P.A.T.) certificate.

All stands, fittings and materials which the Exhibitor proposes to use for the Event must be fire-retardant in accordance with the appropriate legislation.

The Organiser reserves the right to require the Exhibitor to remove anything from its stand which is not appropriately certified or which it deems unsuitable, in its absolute discretion. The Exhibitor will indemnify the Organiser against all actions, costs, claims and demands in respect of any breach of the provisions of this clause.



## 6. Subletting

No part or whole of any site may be sublet by the Exhibitor without the prior written permission of the Organisers.

## 7. Canvassing

Canvassing for orders and the distribution or display of printed materials, except by the Exhibitor on his own stand, is strictly prohibited. If the Exhibitor is in breach of this provision he/she may be asked to surrender the said display/printed materials and the right of expulsion may be exercised.

## 8. Disturbances

The Exhibitor must ensure that any sound coming from his stand is kept to a volume that does not cause any annoyance to other exhibitors. In case of any dispute, the Organiser's decision is final.

## 9. Insurance and security

The Exhibitor should ensure that all items on his stand are covered by full and comprehensive insurance and that valuables are locked away at all times. The Organiser cannot accept responsibility for any losses incurred. The Exhibitor is required to effect public liability insurance in accordance with clause 11.

## 10. Limitation on liability

The Organiser will not be liable for any errors appearing in any literature associated with the event.

## 11. Indemnity

The Exhibitor shall defend, indemnify and hold harmless the Organiser from any loss, liability, claim or demand, including reasonable legal fees, made by any third party arising from any cause whatsoever in connection with the participation at the Event by the Exhibitor, his agents, contractors or employees. The Exhibitor should also ensure that it has its own Public Liability insurance, with an Indemnity Limit of at least [£2,000,000] per claim and such insurance policy must include an 'Indemnity to Principals Clause' including subrogation rights.

## 12. Breach of Terms and Conditions

If the Exhibitor/Sponsor is in breach of any of the Terms and Conditions contained herein, the Organiser reserves the right, without notice to the Exhibitor to offer the stand/sponsorship to another company or use it in any manner it deems fit. This shall not be construed as affecting the responsibility of the Exhibitor to pay the full amount specified by the contract. Any dispute or enforcement shall be settled under English Law.

## 13. Data protection

By exhibiting at Building for tomorrow exhibitors agree to comply with the principles set out under the General Data Protection Regulation and must obtain consent from our delegates if they wish to contact them regarding their own product or service.

If you have any questions about these Terms and Conditions, please contact:

NHBC Events Team at [buildingfortomorrow@nhbc.co.uk](mailto:buildingfortomorrow@nhbc.co.uk), or call **01908 746743**.

Or write to us at NHBC, NHBC House, Davy Avenue, Knowlhill, Milton Keynes MK5 8FP.

