

## **Terms and Conditions**

### **THE ORGANISER**

'The Organisers' of the Film & Comic Con/Collectormania events are Showmasters Ltd.

### **ALLOCATION OF SPACE**

All reasonable effort will be made to allocate Exhibitors the site space they request, but no guarantee will be given, nor should it be assumed that any position chosen will be allocated. Bookings may be reserved on a 'first-come first-served' basis but The Organisers are under no obligation to accept any application and the acceptance or refusal of any application is at the discretion of The Organisers. Full payment must be sent with the application and a VAT invoice will be returned, together with confirmation of booking. The Organisers reserve the right to refuse any application (with return of payment) without giving reasons. Only written confirmations are valid. Provisional telephone bookings which are acceptable to The Organisers will be held for 14 days only. All stands face outwards with no access to public behind. All stands (including all fixings) must be within the site allocated. If too large, then subject to available space it may be accommodated at the Organisers discretion on payment of an additional fee. Only those products or services described on the application form can be exhibited or sold. The Organisers aim to provide a good mix of exhibits and requires a high standard from exhibitors. The Organisers reserve the right to decline or prohibit any activity, at any time, which in its opinion is not suitable or is undignified or otherwise objectionable or incompatible with the aims of the event. The reservation includes persons, items, decorations, conduct, printed matter, souvenirs, catalogues and all other tangibles or intangibles not herein defined which may, in the sole opinion of The Organisers, affect the character and/or nature of the event. The Organisers reserve the absolute right to remove or require removal of such displays, stands or persons from the event site. All exhibitors are subject to and must comply with the rules and regulations of The Organisers from time to time applicable to the event.

### **LICENSABLE ACTIVITY**

If you plan to have licensable activities taking place on site e.g. sale of alcohol, live or recorded music or films, dancing or provision of facilities for dancing, plays or entertainment of a similar description, you need to contact the Showmasters office as this may affect your site positioning and fee. Any licence is your responsibility.

### **EXCLUSIVE RIGHT**

The granting of exhibition space does not guarantee the exhibitor sole right of selling or promoting its particular commodity or service unless The Organisers approve such an agreement in writing.

### **CHARITIES**

Charities may only collect money on their site space and collectors are not permitted to wander the site, save that this should not apply to the event's official nominated charity.

### **SECURITY**

Limited general security will be on site provided by the venue. Precise times will not be known until we arrive at the venue for setup. Exhibitors are responsible for the insurance and safekeeping of all equipment or articles brought onto the event site and no responsibility is accepted by The Organisers. Exhibitor's deliveries must be made to the Exhibitors' Stand/Site, not to the organiser's offices.

### **SUBLETTING**

Exhibitors are not permitted to sublet or share any part of their allocated site.

### **STAND CLEANING**

Exhibitors are responsible for keeping stands tidy and clear of rubbish. The site shall be maintained and left by the Exhibitor in a clean and tidy state to the satisfaction of The Organisers. Any costs incurred for cleaning the site will be charged to the Exhibitor.

### **PROHIBITED ITEMS**

The following items may not be offered to the public because the concessions have been sold separately or for other reasons:

1. Food and drink whether by sale or otherwise, unless expressly agreed with the Organisers.
2. Alcoholic beverages.
3. Unlicensed merchandise and memorabilia
4. Pirated DVDs, Blu Rays or CDs
5. Chinese Lanterns or similar products
6. Event commemorative merchandise of any description.

You will be required to leave the site if you do not comply with the above. No refunds will be given. Please detail on your application form items you wish to offer to the public. If you are unsure that your product complies with the above, please contact the event office. All intellectual property rights arising from or in relation to the event including the name and any logo are vested and remain vested in Showmasters Ltd and shall not be passed to or otherwise licensed or exploited by or on behalf of any entrant or exhibitor or third party, without the prior consent of Showmasters Ltd.

### **SAMPLING AND DISTRIBUTION OF LITERATURE**

Sampling is at an additional cost - please contact the office for details. Certain items may be sampled with strict guidelines on quantities and size of sample. This must be agreed in writing by The Organisers, in advance. Detail of the product to be offered for sampling and also the size/ quantity of each sample must be specified.

Exhibitors are not permitted to roam the event site handing out samples.

The distribution of leaflets, posters or other billing materials outside the confines of the stand is forbidden on the site. Exhibitors are not permitted to roam the event site handing out literature or undertaking market research.

### **HEALTH AND SAFETY**

All Exhibitors must read and comply with the Health and Safety information and requirements from time to time and complete all appropriate assessment forms.

### **INSURANCE**

The Exhibitor must maintain Public Liability Insurance with a reputable insurer throughout the event against his/her liability to third parties with a minimum limit of £5,000,000. A copy of this insurance certificate must be produced at any time on request. The Exhibitor must also ensure that they have adequate, relevant insurance to cover all liabilities, including cancellation and curtailment, as well as loss or damage to the Exhibitors property. The Exhibitor also agrees to indemnify The Organisers, its officers, staff, representatives and agents against all or any claims, which may arise.

### **LIABILITY**

The Organisers, its officers, staff, and representatives shall not be liable for any loss, theft, damage or injury to persons or property on the site. The Exhibitor will assume full responsibility for any third party claim arising from his/her own exhibit or conduct.

## **COMPLIANCE**

All exhibitors shall observe and comply with, in addition to these terms and conditions, all relevant laws and other directions, codes of practice or guidelines imposed by The Organisers and/or any law or other competent authority applicable to the event.

## **DISCLAIMER**

The Organisers, its officers, employees, agents and representatives shall have no liability whatsoever in respect of all and any action, claim, demand, proceedings, costs, expenses, fines, penalties loss or damage whatsoever arising out of or connected with the participation by any person firm or company in whatever capacity in the event including but not limited to arising or resulting from or connected with the loss injury or damage sustained by or to any third party, any refusal by insurers to meet in full or in part or at all any claim or the seizure or taking of possession of any equipment. This shall not operate or be construed to operate to exclude or restrict the legal liability of The Organisers for death or personal injury caused by its negligence. Each entrant for itself and all those for whom it is directly or indirectly responsible shall indemnify and hold The Organisers harmless from and against all costs and expenses of whatever nature, actions, proceedings, claims, demands and damages made against The Organisers, its offices and/or representatives arising from any breach of its obligations to The Organisers or from any acts or omissions on the part of the entrant and/or those for whom it is so responsible.

## **ERECTION AND REMOVAL – SET-UP AND BREAK-DOWN**

The Organisers reserve the right to refuse admission to Exhibitors on late arrival. Exhibitors must report to a member of the Showmasters crew who will be located in the venue on arrival for registration and must not set-up trade space until registration is complete. Stands must be fully erected by 9am on the first day of the event and may not be removed before 6pm on the last day of the event, without prior written permission of The Organisers. Exhibitors will be refused entry if arriving after the show has opened to the public. The site will be open from the day before, for the erection of Exhibitor stands and precise times will be communicated to you.. All merchandise must be removed after the event and Exhibitors may be charged for any merchandise remaining on site. The Organisers are not responsible for any Exhibitor's equipment on site at any time.

## **DAMAGE TO THE SITE**

Nothing must be affixed to the grey backing boards by nail, pin or staple. Only Velcro can be used on these backing boards, any damage will render the exhibitor liable to the cost of reinstatement, which will be undertaken by supplier of the boards. Any exhibitor or contractor causing damage to any part of the Event site is responsible for the cost of reinstatement and will indemnify The Organisers accordingly.

## **CANCELLATION**

Cancellation must be made in writing to the Showmasters office. No refund will be given for any cancellation on the part of an exhibitor. Should Showmasters have reason to adjust the dates of an event after your booking, you are entitled to a full refund or for your booking to be transferred to the new dates.

As the dealers tables are sold out at most of our events we will attempt on a best endeavours basis to resell your tables to someone on the waiting list. Only if your tables are resold will a refund be actioned.

## **POSTPONEMENT OR ABANDONMENT**

In the event of the Event being postponed or abandoned for any reason whatsoever, or in the event of failure or curtailment of any supplies, services or facilities afforded to the exhibitors due to strikes, lock-outs, bad weather, acts of God, third party or other circumstances, at any time, The Organisers shall in no way be held responsible for any expenditure, loss, damage or liability sustained or incurred by the exhibitors prior to, during or after the event.

## **ALTERATIONS TO THE EVENT**

The Organisers reserve the right to alter any element of the Event at their sole discretion without notice. The Site Map is for guidance only; its accuracy is not guaranteed.

## **NOISE**

Amplified music and PA systems are not permitted without prior written permission from The Organisers and at a volume decided by The Organisers.

## **HELIUM BALLOONS**

The release of helium balloons is not permitted without prior written permission from The Organisers.

## **PROMOTIONS AND MEDIA**

Please check with the Event office for confirmation of official accredited media partners for onsite promotions.

## **CONTACT DETAILS**

The data we gather and hold is managed in accordance with the Data Protection Act (1998). Showmasters Ltd will not disclose or share personal information supplied by you with any third party organisation without your consent. If you do want your company or personal details to be used by any third party other than direct marketing promotion by Showmasters Ltd please tick the box [ ]

## **GOVERNING LAW**

English law shall apply in all respects.