

The following terms and conditions apply to the hire of exhibition space at WARFARE (the Event)

#### INTERPRETATION AND GENERAL

1) Anyone hiring exhibition space at the Event (an "Exhibitor") undertakes that they (together with any employees, partners, or others associated with them) will comply with any requests specified by an Ascot steward or an Event steward that are communicated to the Exhibitor either prior to or during the Event;

#### APPLICATIONS FOR AND ALLOCATIONS OF EXHIBITION SPACE

2) The following procedures should be followed when booking exhibition space:

a) Potential Exhibitors should contact Warfare in the first instance by e-mail stating their preferences (if any) as to type or location of stand and confirming the amount of exhibition space they are seeking.

c) The Organisers will issue an application form followed by a quotation confirming the total cost for the proposed stand, the initial stand allocation and the deposit required to secure it. Any special requirements (e.g. access to power points, furniture orders or participation game space) must be stated on the application form.

d) Quotations are valid for 28 days. The Exhibitor then has 28 days from the date of issue of the quotation to complete the booking by paying the deposit as stated on the invoice (typically 20% of the total expected stand cost unless the quotation is issued less than 90 days before the Event when the full stand cost will be due.

e) If a quotation is issued within 28 days of the commencement of the Event, the Exhibitor must pay the full value of the invoice by return.

3) The Organisers will allocate space within the Venue taking account of the requirements and preferences indicated on completed application form and will inform potential Exhibitors by email of the extent to which any such preferences or requirements can be accommodated.

In deciding on allocations the Organisers shall take account of whether the intending Exhibitor has attended previous iterations of the Event (and if so whether the Exhibitor complied with all relevant terms and conditions) but may also give weight to other factors. All decisions as to space allocation by the Organisers shall be final and binding on all Exhibitors who shall not be entitled to know the reasoning behind those allocations. The Organisers reserve the right to alter allocations (and if appropriate refund appropriate amounts of the stand fee to take account of any such alterations) without prior notice.

#### FEES AND CANCELLATION POLICY

4) The due dates for payment are as follows:

a) The deposit must be paid within 28 days of issue of the invoice to secure your stand.

b) The balance of the stand fees as set out in the quotation must be paid in full no later than the 30<sup>th</sup> August unless the quotation is issued after this date in which case they are payable within 48 hours of that issue and in all cases before commencement of the Event.

5) If an Exhibitor fails to pay the amount owed by 30<sup>th</sup> August the Organisers will apply a late payment penalty of 5% of the amount outstanding. If after a further 14 days the balance is not

settled the organiser will then cancel any booking, reallocate exhibition space and retain any deposit that has been paid.

6) An exhibitor will not be allowed to set up a stand at the event unless all fees for that stand have been paid in full.

7) All cancellations must be made in writing and sent by e-mail to WARTraders. The extent to which any fees already paid are refundable shall be determined dependent on how far in advance of the Event for which the booking was made the notice of cancellation is received by the Organisers, as set out below: a) If notice of cancellation is received by the Organisers at least 90 days prior to the start of the Event for which the booking was made the deposit will be forfeit but all other fees paid will be refunded in full. b) In the event of cancellations received between 30 and 89 days before the Event the exhibitor would still be liable for a cancellation charge of 50% of the invoiced fees. c) If the exhibitor cancels his or her participation less than 30 days before the Event the full Invoiced fee must be paid to the organizer.

#### SET-UP AND ATTENDANCE

8) Access to the Venue for setup will be available between 3pm and 9pm on the Friday immediately prior to the Event and between 8am and 9.30am on the Saturday of the Event. The Exhibitor must ensure that their stand is fully set up by 10am on the Saturday of the Event.

9) An Exhibitor must ensure that their stand and any participation game is manned during times when the show is open to the public. Please note WARFARE is a gaming convention and some games go on past opening hours and as such the halls may not be completely vacated by the public.

10) If an Exhibitor fails to set up and man a stand or participation game by 10am on Saturday the Organisers reserve the right to use the exhibition space hired by the Exhibitor for the Organisers' own purposes including without limitation renting out the exhibition space to another Exhibitor without allowance or refund to the defaulting Exhibitor.

11) At the conclusion of the Event Exhibitors must vacate the Venue and ensure that all of their belongings have been removed from the Venue by 6.00pm on Sunday.

#### MERCHANDISE AND DISPLAY MATERIAL

12) Exhibitors are responsible for the safety and appropriateness of all merchandise and promotional and other material displayed and sales activity taking place within their stand. If the Organisers at their absolute discretion, consider that any material displayed or activities undertaken:

- i) Pose risks to the health and safety of Exhibitors and others attending the Event; and/or
- ii) May cause damage to the structure or any part of the fabric of the Venue; and/or
- iii) Are likely to cause offense or distress to other Exhibitors, volunteers or members of the public attending the Event and/or
- iv) Are unsuitable for an Event aimed at a family audience and attended by small children.

The Organisers will request the Exhibitor to cease any such activities and remove any offending items from the Venue. If an Exhibitor fails to cease any such activities or remove any such offending items when requested to do so the Organisers may take any one or more of the following actions:

- i) Removing or procuring the removal of any such offending material from the Venue.

ii) Ejecting the Exhibitor or any partner, employee, or other associate of the Exhibitor from the Event,

iii) Revoking the Exhibitor's hire of the stand in which case the Organisers reserve the right to use the exhibition space for its own purposes including without limitation permitting the Exhibitor's stand to be used by another Exhibitor without allowance or refund to the defaulting Exhibitor.

13) The Organisers reserve the right to refuse admission to any Exhibitor or any partner, employee or associate of an Exhibitor if they at their absolute discretion decide the Exhibitor is attempting to display materials of dangerous or objectionable nature. Any Exhibitor who is uncertain as to the appropriateness or acceptability of any materials or activities should discuss their concerns with the Organisers in advance of the Event.

#### FURNITURE AND EQUIPMENT

14) Where tables been requested, the Organisers will ensure that they are made available at the Exhibitor's stand in time for set-up.

15) All other equipment and furniture used by the Exhibitor are the sole responsibility of the Exhibitor.

16) Exhibitors are responsible for moving the materials into and out of the Exhibitor's allocated exhibition space, and assembling and disassembling displays. Any help accepted from stewards is at the Exhibitors discretion and no liability is accepted by the organisers.

#### PROMOTIONAL MATERIAL

17) By submitting hiring a stand at the Event an Exhibitor agrees to the use of the Exhibitor's name on the Organisers' website and in any promotional materials prepared or distributed by the Organisers in connection with the Event. The Exhibitor accepts that any such materials may continue to be used incorporating the Exhibitor's details even if the Exhibitor subsequently cancels a booking or fails to attend the Event for any reason.

18) Any promotional material used by an Exhibitor must be in accordance with the standards set out on the Organiser's website and be suitable for an event aimed at a family audience. The Organisers reserve the right to require the removal of any materials which the Organisers deem to fall below those standards.

19) Exhibitors, their employees, agents or associates may not affix promotional materials in any part of the Venue save that expressly set aside for the purpose and indicated to Exhibitors by the Organisers.

#### SAFETY, SECURITY AND LIABILITY

20) Exhibitors must not block aisles or fire doors, must not occupy any area outside their hired space, and must comply with any directions from the Organisers or the management of the venue as to access and storage.

21) The Organisers in conjunction with the management of the Venue will seek to control access to the Event and reserve the right to refuse admittance to anyone, whether or not an Exhibitor or person connected with an Exhibitor, if the Organisers reasonably consider it necessary for the safety and comfort of other Exhibitors or members of the public attending the Event.

22) The Organisers will take out a suitable public liability insurance policy in relation to the Event. However, this will not extend to insuring Exhibitors' goods and display materials against theft or damage. Exhibitors are strongly advised to take out their own insurance to cover such risks.

23) Exhibitors are fully responsible for any loss, damage, or injury to the management and staff of the Venue resulting from Exhibitors' displays or actions and are strongly advised to take out their own insurance to cover such risks.

24) The Organisers reserve the right to charge an Exhibitor for any loss or damage to any part of the structure or fabric of the Venue caused by any actions of the Exhibitor or the employee partner or other associate of an Exhibitor.

#### REFUSE AND WASTE

25) Exhibitors are responsible for removing all their waste. The Organisers reserve the right to charge an Exhibitor in the event that waste is left within an Exhibitor's stand for the cost of removing and disposing of such waste.

#### FORCE MAJEURE AND OTHER CANCELLATION OF THE EVENT

26) The Organisers reserve the right to cancel the Event at any time if they deem this necessary, including if the Event is interrupted and/or discontinued, or access to the Venue is prevented or interfered with by reason of any industrial dispute, act of war, civil disturbance, terrorist action, act of God, or instruction from the police, the local authority or any other governmental agency, or if the Venue is damaged whether maliciously or by accident or the management of the Venue are unable to provide the expected facilities. In the event of such cancellation, the liability of the Organisers shall be limited to refunding, or carrying over to the following year, any fees paid by an Exhibitor in advance of the Event subject to a pro rata reduction for that portion of the anticipated time for which the Event was scheduled to run which fell before any such cancellation.