

## AfPP In-Person Events - Terms and Conditions – EVE02

Exhibitors and Sponsors are advised to read these Terms and Conditions carefully before submitting a Booking Application Form and deposit.

Internal AfPP note: This is a controlled document (EVE02). Any updates should be authorised, the control log CON01 updated, and the issue status and revision date amended.

### 1 DEFINITIONS

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

- 1.1.1 **Booking Application Form** means the form on which the Exhibitor or Sponsor indicates to the Organiser that they would like to have a stand at or support for the Event;
- 1.1.2 **Deposit** means 50% of the total amount due upon the submission of the Booking Application Form;
- 1.1.3 **Event** refers to the Association for Perioperative Practice Conferences
- 1.1.4 **Event Charge** means the payment to be made by the Exhibitor or Sponsor for participation in the Event.
- 1.1.5 **Exhibitor** means an individual or organisation that participates in the event to showcase their products, services, or information to attendees. Exhibitors are granted physical floorspace as part of the event.
- 1.1.6 **Sponsor** means an individual or organisation that participates in the event to showcase their products, services, or information to attendees but may not have a physical floorspace as part of the event.
- 1.1.7 **Exhibitor's and Sponsor's Prospectus** means the brochure circulated to the Exhibitor or Sponsor;
- 1.1.8 **Floor Plan** means the diagram showing the layout of all stands at the Event which was available at the same time as the Exhibitor's and Sponsor's Prospectus, or any subsequent version created by the Organiser in accordance with clause 5.12;
- 1.1.9 **Exhibitor Manual** means the manual which is available to the Exhibitor no less than 8 weeks prior to the Event on receipt to the Organiser Booking Application Form;
- 1.1.10 **Organiser** means The Association for Perioperative Practice (AfPP) charity number 1118444;
- 1.1.11 **Sponsorship Package** means the packages more particularly identified in the Exhibitor and Sponsor Prospectus and Booking Application Form.

1.1.12 **Venue** refers to the location where the AfPP Event is being held.

## **2 APPLICATION FOR EVENT SPACE**

- 2.1 Any person or company wishing to partake in exhibiting at or sponsoring the Event must apply on the Booking Application Form and send this to the Organiser.
- 2.2 Upon receipt of a completed Booking Application Form, the Organiser will hold the stand allocation / sponsorship request. A booking is not deemed confirmed until the deposit payment has been received. By returning the Booking Application Form, the Exhibitor or Sponsor accepts these Terms and Conditions. For the avoidance of doubt, the Organiser reserves the right to refuse any application without giving reasons for such decision.
- 2.3 Where the Organiser refuses an application, the Deposit will not be processed, and the Organiser shall return any paperwork to the person or company applying for space.

## **3 PAYMENT**

- 3.1 Upon receipt of the Booking Application Form, the Organiser shall invoice the Exhibitor or Sponsor for 100% of the Event Charge, 50% + VAT being due on receipt of the invoice. The remaining 50% + VAT will be due 90 days before the live event day.
- 3.2 If the Exhibitor or Sponsor fails to make payment of any sums due to the Organiser, the Organiser reserves the right to charge the Exhibitor or Sponsor interest on the overdue amount at the rate of 4% per annum above base lending rate of the National Westminster Bank plc. Such interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Exhibitor or Sponsor shall pay the interest immediately on demand by the Organiser.
- 3.3 If the Exhibitor or Sponsor fails to make payment of any sums due to the Organiser within 30 days from the date of the invoice in accordance with clause 3.1 and / or 3.2, then in addition to the right to charge interest on such amount in accordance with clause 3.4, the Organiser shall be entitled to cancel the Exhibitor or Sponsor's booking in which event the Deposit shall not be reimbursed to the Exhibitor or Sponsor.
- 3.4 If the Exhibitor or Sponsor fails to make payment of any sums due to the Organiser 30 days prior to the date of the Event (provided such sums are due at such date), the Organiser shall be entitled to cancel the Exhibitor or Sponsor's booking in which event the Exhibitor or Sponsor shall not be entitled to any reimbursement of any proportion of the Event Charge already paid in accordance with these Terms and Conditions and all sums due but not yet paid in accordance with clauses 3.1 to 3.3 at the date of cancellation by the Organiser, shall remain due notwithstanding the cancellation and shall be recoverable by the Organiser as a debt.

## **4 ASSEMBLY OF STANDS**

- 4.1 The Organiser has made provision for the following services to be provided: furniture hire; floor coverings; and lighting. The provision of an electricity point must be discussed with and agreed in writing with the Organiser in advance.
- 4.2 The Exhibitor shall comply and shall ensure that any contractor instructed by them shall comply with the Association of Event Venues guidance [AEV e-guide](#)

## 5 EXHIBITS

- 5.1 Access to stand space will be detailed in the Exhibitor Manual on an event-by-event basis. All stands, and their exhibits must have set up completed 30 minutes before the scheduled Event start time, in accordance with the details provided by the Organiser. Full details of deliveries and collections will be in the Exhibitor Manual.
- 5.2 Exhibits **must not** be removed, and displays must not be dismantled, either partially or totally, before the time detailed in the Exhibitor Manual. All exhibits and display material must be removed as soon as possible thereafter. Non-compliance with this regulation will be considered a serious breach of contract and will result in action being taken either at the event or post event to protect our health and safety policy.
- 5.3 Any exhibits and display material not removed by the time detailed in the Exhibitor Manual shall be disposed of by the Organiser at the cost of the Exhibitor and the Organiser shall not be liable to the Exhibitor in respect of any loss or damage caused to the Exhibitor as a result of such disposal.
- 5.4 Any exhibit materials or goods delivered to the Venue shall be clearly labelled with the details provided in the Exhibitor Manual.
- 5.5 The Exhibitor must ensure that all exhibits are properly protected to avoid danger to any person or persons visiting or taking part in the Event.
- 5.6 The Exhibitor will be required to ensure that its stand is staffed during the opening hours of the Event, and must not remove any equipment before the published closing time of any day of the Event (clause 5.2)
- 5.7 Under no circumstance may the Exhibitor alter or add to the external structure of the stands. In no circumstances will total enclosure of a stand be permitted.
- 5.8 The Exhibitor will not and will ensure that its employees or agents do not, interfere with the building in which the Event is held in any way whatsoever and any damage caused by the act, omission or negligence of the Exhibitor, its employees or agents will be the sole responsibility of the Exhibitor.
- 5.9 The Exhibitor shall be responsible for the removal from the site of the Event, of all crates, empty cartons and other packaging not required on the stand. The Organiser will provide details for the storage room in the Exhibitor Manual. Any items left here are left at the risk of the Exhibitor.
- 5.10 All electrical devices being used must have the appropriate PAT testing certificate.

- 5.11 The Exhibitor shall not sub-let the whole or any part of the stand or space allocated to it without the prior written consent of the Organiser.
- 5.12 Whilst all reasonable endeavours will be made to preserve the Floor Plan published in the Exhibitor and Sponsorship Prospectus, the Organiser shall be entitled to vary the layout of the Event or change the Venue of the Event if the Organiser considers it to be in the general best interests of the Event.
- 5.13 The Exhibitor must ensure that they check the Exhibitor Manual for any restrictions to the size of the stand including width, depth and height.

## **6 EXHIBITORS CONDUCT**

- 6.1 The Exhibitor shall not bring any animal into the Event nor permit any animal to be brought into the Event without the prior written consent of the Organiser, except for guide dogs for the visually impaired or hearing dogs for the aurally impaired.
- 6.2 The Exhibitor shall not insert any nails, screws, hooks, staples or pins into any walls or woodwork into any part of the Venue or its furniture, fittings or fixtures.
- 6.3 The Exhibitor shall not bring, or permit to be brought explosives, firearms, lasers, weapons, flammable substances or naked flames nor any noxious pungent or deleterious matter into the Venue without the prior written consent of the Organiser.
- 6.4 Evidence shows that up to 17% of health care practitioners are potentially sensitised to latex. The Exhibitor is only permitted to use non-latex balloons for stand displays or employ the services of an entertainer using non-latex products.
- 6.5 The Exhibitor shall not, without the previous consent of the Organiser, sell or supply any meals or refreshments during the Event or make any arrangement for such supply. Branded consumable products (food and drink) will only be allowed to be brought into the Venue by the Exhibitor or any connected party subject to the Exhibitor first receiving the prior written consent of the Organiser. These branded products must **not** include nuts or any product containing nuts. The Organiser may, at its sole discretion, elect to levy a charge against any and all branded consumable products of the Exhibitor even though the Exhibitor is not itself charging the public for them.
- 6.6 The Exhibitor acknowledges that the sole rights to supply and sell meals and/or refreshments is reserved for the Venue subject to clause 6.5.
- 6.7 If the Exhibitor is found to be in breach of clauses 6.5, and 6.6 then the Organiser reserves the right to request such offending food or drink be removed from the Venue and/or that the Exhibitor pay an additional charge to be fixed at the sole discretion of the Organiser.
- 6.8 The Organiser reserves the right to stop any activity on the part of the Exhibitor that may cause annoyance to other exhibitors or to the delegates.
- 6.9 The reasonable use of microphones or any device which emits sound (including, without limitation, mobile phones) is permitted provided that such devices are

operated and controlled so as not to cause any annoyance to other exhibitors or visitors to the Event.

- 6.10 The Organiser reserves the right to prohibit the use of any device which emits sound if, in the Organiser's opinion, an annoyance is being caused.
- 6.11 The Exhibitor will adhere to all fire and safety regulations which affect, or apply to, the Event. Aisles and fire exits must, at all times, be kept clear of exhibits.
- 6.12 The Organiser will not tolerate abusive language or behaviour towards its staff, contractors or agents, delegates, other exhibitors or venue staff
- 6.13 Any language or actions that are deemed by the Organiser to be discriminatory will not be tolerated and the Organiser reserves the right to expel any individual deemed guilty of such behaviour.

## **7 ADVERTISING MATERIAL**

- 7.1 All printed matter or advertisements of any kind intended for distribution in the Event by the Exhibitor may only be distributed from the Exhibitor's stand and in no event shall such printed matter or advertisements be distributed by, or on behalf of, the Exhibitor in any other area of the Venue including, without limitation, in any entrance, exit or gangway.
- 7.2 The Exhibitor shall have full liability and responsibility for the contents of all printed matter and advertisements and the Organiser shall have no liability or responsibility for the contents of such material.
- 7.3 All printed matter, videos, presentations and advertisements shall comply with the Trade Descriptions Act 1968.
- 7.4 The Organiser reserves the right to remove any advertising material which it believes in its sole discretion:
  - 7.4.1 does not comply with these Terms and Conditions; or
  - 7.4.2 to be inappropriate.

## **8 INDEMNITY**

- 8.1 The Exhibitor or Sponsor shall be liable for and shall indemnify the Organiser, its employees and agents against any liability, loss, cost, expenses, claims, proceedings whatsoever (whether arising under any statute or common law or otherwise) arising out of or in connection with the acts or omissions of the Exhibitor or Sponsor its agents or employees, including without limitation any breach, non-performance or non-observance of any obligation, duty or liability imposed on the Exhibitor or Sponsor either by these Terms and Conditions or by operation of law provided always that this indemnity shall not apply in respect of personal injury or death to the extent due to the negligence of the Organiser or its employees.

- 8.2 Except as provided in this clause 8 and other than in respect of negligence (causing personal injury or death), fraud or wilful misconduct of the Organiser, the Organiser shall not be liable to the Exhibitor or Sponsor in respect of any costs, expenses, claims, losses or damages incurred or suffered by the Exhibitor or Sponsor in connection with these Terms and Conditions.
- 8.3 The Organiser shall not be liable to the Exhibitor or Sponsor in connection with the exercise of its rights or the performance of its obligations under these Terms and Conditions for any loss of profits, loss of business, revenue or profits, anticipated savings or wasted expenditure or for any indirect or consequential loss or damage whatsoever, whether arising from negligence, breach of these Terms and Conditions or howsoever (including without limitation, from the cancellation or postponement or partial cancellation or postponement of the Event).
- 8.4 The Organiser shall not be responsible for the safety of any exhibit or property belonging to the Exhibitor or Sponsor or to any other person, nor shall the Organiser be liable for the loss, damage, or destruction of the same by theft or fire or any other cause whatsoever except to the extent that such loss or damage is caused by the negligence of the Organiser.

## **9 INSURANCE**

- 9.1 The Exhibitor shall maintain such insurance as is necessary to cover the liability of the Exhibitor in respect of the matters specified in clause 8 and in these Terms and Conditions generally.
- 9.2 The Exhibitor shall maintain insurance (to the full replacement value) in respect of all contents of its standard or associated ancillary equipment and materials.
- 9.3 The Exhibitor shall procure that any contractor engaged by the Exhibitor pursuant to these Terms and Conditions for whatever reason, shall maintain in force, with a reputable insurance company, public liability insurance in an amount not less than £2,000,000 (two million pounds sterling) and, that such contractor shall at the Organiser's request produce to the Organiser copies of the insurance certificate giving details of the cover.

## **10 CANCELLATION OF THE EVENT BOOKING**

- 10.1 In the event of the Exhibitor or Sponsor cancelling participation in the Event 90 or more days prior to the live event date, the Organiser shall retain the deposit, and no further fee will be due.
- 10.2 In the event of the Exhibitor or Sponsor cancelling participation in the Event on or within 90 days prior to the live event date, the Exhibitor or Sponsor shall not be entitled to any reimbursement of the Event Charge, or the Deposit paid in accordance with these Terms and Conditions. All sums invoiced under clause 4 at the date of cancellation by the Exhibitor or Sponsor shall remain due if not already paid notwithstanding the cancellation and shall be recoverable by the Organiser as a debt.

- 10.3 Any cancellation by the Exhibitor or Sponsor must be made in writing or via email (events@afpp.org.uk) to the Organiser.
- 10.4 The Organiser shall have absolute discretion to deal with any cancelled stand as it thinks fit.

## **11 POSTPONEMENT OR CANCELLATION BY THE ORGANISER**

- 11.1 The Organiser reserves the right, at any time, to change the date or location of the Event or to cancel the Event if it deems necessary by reason of fire, flood, extreme weather conditions, acts of war/violence, malicious damage, explosion, earthquake, strike, civil disturbance, political unrest, riot, labour dispute, power cut, pandemic or event of force majeure or any other cause beyond the Organiser's control.
- 11.2 In the event of any cancellation in relation to clause 11.1 above, the Organiser shall reimburse the Exhibitor or Sponsor 75% of the Event Charge. If the Organiser is in receipt of the Deposit only, the Organiser shall reimburse 50% of the Deposit. The Organiser shall retain the 25% of the total Event Charge to cover administration costs or collect this amount if it is still outstanding.
- 11.3 In the event of any postponement in relation to clause 11.1 above, if the Exhibitor or Sponsor informs the Organiser within 14 days of being informed by the Organiser of the postponement, that it has decided not to exhibit at and / or sponsor the postponed Event, the Organiser shall reimburse the Exhibitor or Sponsor 75% of the Event Charge. If the Organiser is in receipt of the Deposit only, the Organiser shall reimburse 50% of the Deposit. The Organiser shall retain the 25% of the total Event Charge to cover administration costs or collect this amount if it is still outstanding.
- 11.4 In addition to the clause 11.1 above, the Organiser reserves the right to cancel the Event or cancel the Exhibitor or Sponsor's booking for commercial or other reasons at the Organiser's sole discretion. The Organiser shall reimburse all proportions of the Event Charge paid by the Exhibitor or Sponsor and the Deposit at the date of cancellation and this shall be an exclusive remedy for the Exhibitor or Sponsor.
- 11.5 In the event of any cancellation or postponement in relation to clause 11.1 above, the Organiser is not responsible for any expenditure incurred by the Exhibitor or Sponsor relating to the Event.

## **12 INTELLECTUAL PROPERTY**

- 12.1 The Organiser reserves all photographic rights for the Event. The Exhibitor or Sponsor may not photograph any other stand without first obtaining the written consent of the Organiser.
- 12.2 The Exhibitor or Sponsor has not been granted any licence to use any intellectual property rights of the Organiser.

## **13 DATA PROTECTION**

- 13.1 The Exhibitor or Sponsor shall protect all personal data concerning any delegates at the Event and others in connection with these Terms and Conditions in accordance with the provisions and principles of the General Data Protection Regulation Act 2018 and ensure the reliability of its employees and others within the Exhibitor's or Sponsor's control and responsibility who have access to such data.
- 13.2 The Exhibitor or Sponsor acknowledges that the indemnity given by it pursuant to clause 8 shall apply to any improper retention or disclosure of any personal data (as defined in the Data Protection Regulation Act 2018) by the Exhibitor or Sponsor, its employees or agents.

#### **14 VARIATION**

- 14.1 These Terms and Conditions may only be varied by the written agreement of both parties. With such variation needing to be signed by a duly authorised signatory of each party.

#### **15 ASSIGNMENT**

- 15.1 These Terms and Conditions are personal to the parties and no party shall, without the prior written consent of the other party, assign or transfer or deal in any other manner with these Terms and Conditions or any of its rights and obligations under or arising out of these Terms and Conditions, or purport to do any of the same.
- 15.2 No party shall sub-contract or delegate in any manner any or all its obligations under these Terms and Conditions to any third party or agent.

#### **16 WAIVER**

- 16.1 Failure or neglect by the Organiser to enforce at any time any of the provisions hereon shall not be construed nor shall it be deemed to be a waiver of their rights here under nor in any way affect the validity of the whole or any part of these Terms and Conditions nor prejudice the Organiser's right to take subsequent action.

#### **17 PARTNERSHIP/AGENCY**

- 17.1 The Exhibitor or Sponsor shall not act as the agent of the Organiser, nor shall it have the power or authority to bind or make any commitment on behalf of the Organiser or to pledge the credit of the Organiser in any way. Any contract which incorporates these Terms and Conditions is not intended to constitute a partnership between the Organiser and the Exhibitor or Sponsor and, accordingly, the Organiser and the Exhibitor shall be responsible for their own respective commitments under any contract in accordance with these Terms and Conditions.

#### **18 CONFIDENTIALITY**

- 18.1 The Exhibitor or Sponsor undertakes not to disclose to any third party, other than his professional advisors or as required by law or as agreed by the Organiser, any confidential information relating to the business or affairs of the Organiser.

## **19 ENFORCEABILITY**

19.1 If any term or provision in these Terms and Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to the extent be deemed not to form part of these Terms and Conditions and the enforceability of the remainder of these Terms and Conditions shall not be affected.

## **20 THIRD PARTIES**

20.1 The parties agree that no third party shall be entitled to enforce any rights under these Terms and Conditions. The parties hereby exclude the Operation of the Contracts (Rights of Third Parties) Act 1999.

## **21 NOTICES**

21.1 Any notices to be served on either the Exhibitor or the Organiser by the other shall be sent by pre-paid recorded delivery post, or email to the address of the other, and shall be deemed to be received by the addressee within 72 hours of posting or 24 hours if sent email to the correct email address provided that no message is received by the sender in the case of email that such message was not delivered.

## **22 GOVERNING LAW**

Any contract concluded under these Terms and Conditions shall be governed and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Document Number	Issue Date	Next Review	Owner	Author
EVE02	May 2025	September 2026	Becca Turnbull	T Irvine