

The Flying Show

Sport & Leisure Aviation



The Flying Show is the UK's largest indoor aviation exhibition 28/29 November 2009, Hall 12, NEC, Birmingham

Terms and conditions 2009

1. Preamble

The expression 'The Exhibition' whenever mentioned herein shall mean The Flying Show to be held on Saturday 28th November and Sunday 29th November 2009.

The expression 'The Organiser' whenever mentioned shall mean The British Microlight Aircraft Association (BMAA).

The expression "Event Organiser" whenever mentioned within shall mean the agent/officer acting for the organiser.

The expression "Exhibitor" whenever mentioned shall mean the company/organisation hiring trade space at the exhibition.

2. Ordering and Display Space Allocation

Bookings will only be accepted on receipt of the required deposit to the organisers. On receipt of the booking form and deposit, these Terms and Conditions will come into effect.

Tables, chairs and power points MUST be ordered at the same time as the display space. The exhibitor must collect tables and chairs from a member of the exhibition staff and a deposit paid of £10 per table and £5 per chair. On return of the equipment in good order to the point of collection all deposit monies will be returned in full.

Every effort will be made to allocate display space to suit your requirements. However, the organisers reserve the right, to allocate an alternative display space in order to facilitate an effective layout or if the organisers believe it to be in the best interest of the Exhibition.

Space will be allocated once full payment is received.

3. Exhibitor Cancellation

Once a display space allocation has been made in accordance with the foregoing, any Exhibitor who subsequently decides for any reason to withdraw or reduce his display space allocation shall promptly inform the Organisers in writing, and may be liable to charges based on the original allocation.

In the event of an Exhibitor giving written notice at the time prior to the Exhibition of his intention not to take possession of the display space prior to the opening of the Exhibition, the Organisers have absolute discretion to deal with the display space as they see fit, without being under any liability to refund or abate any charges paid or due herein.

In the event of the Exhibitor becoming bankrupt, or making a composition with his creditors, or going into liquidation or being under any appointment of a receiver, the Organisers reserve the right to cancel any display space allocation without being under any liability to refund or abate any charges paid or due herein.

4. Hours of Opening

The exhibition centre will be open for build-up from 10.00am on Friday 27th November until 8pm, and from 7am on Saturday morning. The Exhibition will be open to visitors from 10am until 5pm on the Saturday and 10am to 4pm on the Sunday. The Exhibitor undertakes to have his/her exhibits on

display, in good order and adequately attended, ready for business by 0930 on the Saturday morning. No exhibitor, for whatever reason will be permitted to continue any form of assembly of their display after the public are admitted.

5. Display Space Arrangement

Exhibits shall be arranged so as not to obstruct the general view nor to hide the exhibits of others. Should any dispute arise as to the display space allocation, or as to the extent of any extra display space deemed by the Organisers to be occupied by the Exhibitor beyond that allocated, the decision of the Organiser shall be final.

Any items left in gangways will be deemed as waste and will be removed.

6. Removal of Exhibits

The Exhibitor will be liable for all storage and handling charges resulting from failure to remove all exhibit and display materials by the end of the breakdown period.

7. Use of Display Space

The Exhibitor agrees not to assign or sublet any display space allocated to him without prior written consent of the Organisers, and not to display any goods or services other than those carried by him in the normal course of business. Petrol tanks on exhibits must be emptied, and parking of petrol engine cars or trucks within the exhibition halls overnight is prohibited.

Exhibitors will not be permitted to sell or give away alcohol, as this is contrary to license laws.

8. Undesirable Activities

If it appears to the Organiser that the Exhibitor may be engaged in activities which are deemed to be contrary to the best interests of the Exhibition, or which appear unethical, or appear in breach of the law, the Organisers may, without any liability to refund any charges paid or due herein, cancel any display space allocation that may have been made to the Exhibitor, and require him forthwith to vacate the display space allocated to him and refuse the right of the Exhibitor to participate further in the Exhibition.

9. Limitation of Liability

The Organisers, their agents and employees, shall not be liable for any loss, theft or damage or injury to persons or property during the term of his agreement from any cause whatsoever. Information given by the Organisers about the Exhibition is accurate to the best of their knowledge but does not constitute any warranty or representation by the Organisers, and therefore any mistake or omission does not entitle the Exhibitor to cancel his display space booking.

10. Indemnity

The Exhibitor shall defend the Organiser from, and indemnify against, any liability for injury to persons or property arising from any cause whatsoever in connection with participation in the Exhibition by the Exhibitor, his agents, contractors or employees. The Exhibitor shall also indemnify the Organisers against any claim made by any contractor or agent appointed by the Organisers arising out of the failure of the Exhibitor, his agents, contractors or employees to perform in any way connected with any contract entered into with such contractor or agents.

11. Exhibition Cancellation

In the event that the Exhibition is cancelled by reason of fire, flood, tempest, or any other such cause, or as a result of government intervention, malicious damage, acts of war, acts of God, strike, lockout, labour dispute, picketing, embargo, injunction, riot, or any other cause or agency over which the Organisers have no control, the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organisers, the pro rata share of the total amount paid by all exhibitors, less all costs and expenses incurred by the Organisers in connection with the Exhibition,

including a reserve established at the sole discretion of the Organisers, for future claims and expenses in connection with the Exhibition.

12. Responsibility

If the Exhibitor fails to comply in any respect with the terms of this agreement, the Organisers shall have the right, without notice to the Exhibitor, to offer the said display space to another Exhibitor, or use the display space in any other manner but this shall not be construed as affecting the responsibility of the Exhibitor to pay the full amount as specified in the booking form.

The Organisers reserve the right to interpret, amend and enforce these regulations, as it deems proper to assure the success of the Exhibition.

The Organisers cannot be held responsible for any deliveries / collection to or from the hall before, during or after the show made on behalf of any exhibitor.

13. Exhibitors and Contractors Passes

In order to ensure only official access to the Exhibition areas during build-up and breakdown periods, and outside of the public hours passes will be issued to all Exhibitors and their personnel. No entry to the exhibition will be allowed without production of these passes.

14. Build up/Breakdown of Stands

Dismantling & Removal of Exhibits – Exhibitors may commence dismantling and removal of exhibits at 1601 hours on Sunday 29th November 2009. However, under no circumstances must exhibitors remove their exhibits or dismantle their stands while visitors are still in the exhibition halls.

On breakdown all exhibitors MUST remove any rubbish and carpet from stand. Exhibitors may be liable for a charge if ignored. Where possible the exhibitor will unload goods and equipment in the official traders car parking area and manually move these to the allocated spaces.

All persons involved in the building and breakdown procedure must be over the age of 16 years and fully insured and employed by the exhibitor.

15. Health and Safety

All exhibitors will abide by Health and Safety Regulations and Legislation, and will abide by the decision of the Event Organiser who is the nominated event Health and Safety officer.

All electrical equipment on stands will conform to the current legislation. The use of liquid petroleum gas is strictly prohibited.

16. Electrical supply

Power will be turned **OFF** at the following times – including power supply to PDQ machines:

Saturday 28/11/2009 17.30 hours

Sunday 29/11/2009 16.30 hours

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