

# TERMS AND CONDITIONS EXHIBITORS

#### **Definitions and Interpretations:**

"LIMITLESS"

The national youth ministry of Elim Churches, their staff and volunteers working on their behalf.

"EFGA"

Elim Foursquare Gospel Alliance. The legal charity name of Elim Churches. Their staff and volunteers working on their behalf

"The Exhibitor"

Any company or person ordering display space at the event, their staff and volunteers

## THE CLOSING DATE FOR ALL APPLICATIONS TO BE PROCESSED IS: 30 JUNE 2020

#### 1. Stand Application/Allocation

The Exhibitor must apply for a stand by completing and returning the stand booking form to the Events and Operations Leader at Elim International Centre through the online portal. Stands are assigned subject to availability. Limitless reserves the right at any time to re-arrange the stand layout or allocation and compensation will not be given.

Please note that your application is an offer from you, to Limitless, to participate in Limitless Festival 2020. We are entitled to accept or decline this offer if we cannot accommodate you or if we feel that your organisation / planned activities are not suited to the event or do not fit with our

values. In either situation, we will inform you and the decision of Limitless is final.

#### 2. Payment

If your application is successful, an invoice will be issued for the quoted amount. You will have 28 days to pay the invoice in full.

After 28 days, Limitless reserves the right to add interest at the going rate. (Currently 8% + Bank of England base rate)

If full and final payment is not received within 60 days of issue of invoice, Limitless is entitled to terminate the application to exhibit and no refund shall be due.

#### 3. Exhibitor Cancellation

In the event of the Exhibitor giving written notice to Limitless of their intention to cancel or reduce their stand size or should they fail to occupy the space prior to the opening of the event, Limitless will have absolute discretion to deal with the display space as it thinks fit. In such instances, exhibitors shall be liable for the following cancellation.

Before 1st June 2020:

50% of the fee will be forfeited

After 1st June 2020:

100% of the fee will be forfeited

## 4. Change of Date or Venue/Event Cancellation

Limitless 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 due to events such as fire, acts of God, acts of war or violence, political unrest, labour disputes or any other cause beyond Limitless control. In such cases, the Exhibitor waives any and all claims they might have against Limitless for refunds, damages or expenses. In the event that the Event is cancelled by Limitless 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 they will have no further claims against Limitless.

#### 5. Set-up of Exhibits

Exhibitors will be responsible for delivery, erection, staffing, dismantling and removal of their stand and any material associated with it. The safety of this area is the responsibility of the exhibitor.

All stands must be in place by 15.00 on Thursday 7<sup>th</sup> August 2020.

#### 6. Opening times

Stands must be manned during all opening hours as set out in the daily programme. (Appendix 1)

#### 7. Removal of Exhibits

No exhibit can be dismantled, packed away or removed before 08:00 on Wednesday 12<sup>th</sup> August 2020. The Exhibitor must ensure that all equipment and materials are removed from the premises by 11.30 Wednesday 12<sup>th</sup> August 2020. Failure to do so may render them liable for costs incurred in storing and handling the equipment and materials together with additional site rental costs imposed by the venue and/or their contractors.

#### 8. Electrical Equipment

Any electrical equipment or appliances which the Exhibitor proposes to use requires

a current Portable Appliance Test (P.A.T.) certificate.

Pat certificates are required to be sent electronically 14 days before arrival to the event to events@limitlesselim.co.uk

Please bring copies of the certificates with you. Either printed or electronically.

Any equipment not accompanied by a valid PAT certificate shall not be permitted to connect to the event power supply.

A power socket will be provided on request and at a charge. Each 13amp socket can run a maximum of 10 amps. (See booking form for costs)

#### 9. Fittings

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

All copies of compliance and testing certificates along with Risk Assessments and method statements must be submitted to <a href="mailto:events@limitlesseliom.co.uk">events@limitlesseliom.co.uk</a> 14 days before the event.

Please bring copies of certificates with you, including completed Risk Assessments.

You will be responsible for providing all tables, cloths, backdrops or display boards for your stand. All fittings should be of a high quality professional standard.

The Exhibitor is not permitted to attach anything to the walls, floors, ceilings and other materials of the building

#### 10. Advertising and Intellectual Property

All articles, goods, advertisements, signs and any other materials exhibited must comply with the law and be free from offensive or defamatory images, words or statements. They must not infringe any copyright, trademark, design, patent or other intellectual property right and must confirm with any statutory provisions or regulations relating thereto. Furthermore, any images, words or statements deemed damaging to the Christian faith will not be accepted.

The use of the name or logo of Limitless and/or Limitless Festival or any other combination of the event/organisation name and/or brand/logo is prohibited on any merchandise and marketing material.

Limitless reserve the right to ask exhibitors to remove anything from their stand which is not appropriately certified or which it deems unsuitable in its absolute discretion. Exhibitors will indemnify Limitless against all actions, costs, claims and demands in respect of any breach of the provisions of this clause. Exhibitors will immediately remove any item from their stand if requested to do so by a member of the event management team.

#### 11. Restrictions

Unless Limitless has granted prior permission in writing no exhibitor shall make or arrange any:

- announcements with a microphone
- activities outside their exhibition space
- publicised special appearances
- sales of food or drink
- Sales or distribution for free of books, CD's or DVD's
- Use or sale of combustible items, including candles.

The Exhibitor must ensure that any sound coming from their stand is kept to a volume

that does not cause any annoyance to other exhibitors. In case of any dispute, Limitless' decision is final.

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

#### 12. Security & Insurance

The exhibition space is located in an open area with public access throughout the day. EFGA, Limitless or any subsidiaries and staff off, do not accept any responsibility for the security of your stand, equipment or stock.

We suggest you speak to your insurance broker about insurance for your property whilst at the event.

The Exhibitor is required to hold their 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.

A copy of this must be submitted 14 days before the event to <a href="mailto:events@limitlesselim.com.uk">events@limitlesselim.com.uk</a> and a copy must be available on site. Failure to supply this documentation on demand will result in the termination of your booking.

#### 13. Health & Safety

The safety of your stand, your staff and volunteers and members of the public visiting your stand is your responsibility.

Copies of Risk Assessments, Method Statements, structural reports for any stand over 2 meters high and Public Liability insurance must be submitted 14 days in advance of the event to events@limitlesselim.com.uk

Copies must also be available on site whether electronically or a hard copy.

Failure to supply these documents on demand may result in the termination of your booking.

#### 14. Accommodation

You will be responsible for booking and payment of your accommodation for the duration of the event. It is recommended that you do not book accommodation until your application has been accepted.

Camping on site is available at an additional cost. Limitless will not supply tents, sleeping bags or any other camping equipment.

Limitless accepts no liability for items lost or stolen whilst camping on the event site

#### 15. Access to the event

With your successful application, you will receive 2 passes for Limitless Festival 2020 subject to the application being submitted before the closing date.

Additional passes can be requested at the time of booking and will be added to the invoice.

### **16. Disputes or Breach of Terms and Conditions**

In matters of dispute, the authority and decisions of the Limitless Events Leader or Limitless Director, or their representatives, is final and binding.

If the Exhibitor/Sponsor is in breach of any of the Terms and Conditions contained herein, LIMITLESS 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.

## 17. Jurisdiction, Governing Law and Dispute Resolution

The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales.

Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.

If any provision of this agreement (or any part of any provision) is found by a court or other authority or competent jurisdiction to be illegal, invalid or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this agreement and the validity and enforceability of the other provisions of this agreement shall not be affected.

For event details or to apply, go to www.limitlefestival.co.uk

For exhibition information please contact or for general enquiries please contact:

Tel: 01684 588943

events@limitlesselim.co.uk

Elim Foursquare Gospel Alliance Registered Charity No. 251549 (England & Wales) SCO37754 (Scotland)

### APPENDIX 1

#### **Provisional Daily Programme** (Subject to alterations)

#### Friday 7<sup>th</sup> August

09.00 – 15.00 Exhibitor Arrival & Set up

21.00 – 23.00 Exhibition Open

#### Saturday 8<sup>th</sup> - Tuesday 11<sup>th</sup> August

09.00 - 10.00	Breakfast
09.00 - 10.00	Dieakiasi

10.00 – 12.00 Main Meetings

12.00 Exhibition Open

12.30 – 13.15 Lunch

13.15 – 14.45 Seminars

14.45 – 15.00 Break

15.00 – 16.00 Seminars

17.00 – 18.00 Dinner

19.00 Exhibition Closed

19.00 – 21.00 Main Meetings

21.00 Exhibition Open

21.30 – 23.00 After Hours

23.00 Exhibition Closed

#### **Wednesday 12th August**

08.00 – 11.30 Exhibition Pack Down

11.30 Exhibition Clear