



## GESGB/SEAPEX Asia Pacific 2024 | Exhibitor Terms and Conditions

These terms and conditions ("Conditions") apply to the provision of services by Geoscience Energy Society of Great Britain Conferences Limited (PESGB Conferences Ltd.) ("the Recipient" or "We"). By submitting the booking form, you agree to be bound by these conditions; we will not accept orders or supply such services on any other conditions.

These Conditions define the terms under which: the Recipient and the submitting company ("the Client" or "You") enter in a contractual agreement for the services supplied by the Recipient, as set out in your exhibition confirmation ("the Service"). The Service relates to the GESGB/SEAPEX Africa Conference and Exhibition 2024 ("the Event").

**Liability:** Nothing in these Conditions shall operate to exclude any liability of the Recipient to the Client for any matter which it would be illegal for the Recipient to exclude or attempt to exclude its liability. The Recipient will have no liability whatsoever for any special, indirect, or consequential loss however caused or arising. In the event that the Client commits any breach of these Conditions it shall immediately rectify the breach and fully indemnify the Recipient against any fines, losses, costs, damages, claims, demands, expenses, loss of profit or indirect and consequential losses that may occur.

### **1. Contractual Period**

1.1. These Conditions shall be deemed to have commenced on the date the booking form is submitted and shall continue until the end of 19/06/2024 ("the Service Period"). Exhibitor confirmation will be sent by the Recipient by email and an invoice will be raised. The Recipient reserves the right to refuse participation without giving a reason.

### **2. Stand Allocation**

2.1. A stand booking request for the Event will only be accepted on return of a completed booking form.

2.2. All stands will be allocated on a first come, first served basis; with priority booking given to some levels of sponsors.

### **3. Price and Payment**

3.1. Unless otherwise agreed by the Recipient in writing, the price for the Service shall be the price set out in the exhibition confirmation.

3.2. All prices are exclusive of VAT and any other duty or taxes which shall be added to the Client invoice if applicable and shall be payable by the Client.

3.3. Unless otherwise stated by the Recipient on the booking form, or agreed by the Recipient in writing, payment is due in full and in cleared funds within 30 days of the invoice date or before 20/05/2024, whichever comes sooner.

3.4. If payment is not received within the terms outlined above, whether demanded or not, the Recipient may forfeit the stand reservation at any time thereafter by written notice. In these instances, all payments made shall be forfeited and the balance for the Service shall become due immediately.

3.5. Both parties acknowledge and accept that they will negotiate and resolve through discussion and/or mediation, any subsequent issues that may arise as a result of unforeseen circumstances that may alter these Conditions.

### **4. Cancellation Policy**

4.1. Once confirmed, the Exhibitor Confirmation remains effective until the Service Period ends. Cancellation by the Client does not relieve them of their financial obligations and does not entitle them to a full refund. Cancellation in writing prior to the Event will incur costs to the Client in line with the following cancellation terms, provided the cancelled space(s) can be resold before the event start date and all other exhibition spaces, in all exhibition areas at the venue are already sold.

4.1.1 Cancellation by the client before 08/04/2024 will result in the Client being refunded 90% of the full order costs;

4.1.2 Cancellation by the client from 09/04/2024 until 09/05/2024 will result in the Client being refunded 50% of the full order costs;

4.1.3 Cancellation by the client from 10/05/2024 until 20/05/2024 will result in the Client being refunded 25% of the full order costs;

4.1.4 Cancellation by the client from 21/05/2024 will result in the client forfeiting all charges that have been paid and they will not be entitled to any refund.

4.2. All refunds will be processed within 90 days of written receipt of cancellation.

4.3. The Recipient may terminate this Agreement at any time by notifying the Client in writing or by email. Upon such termination, the Recipient shall return to the Client all fees paid to the Recipient, at our discretion.

4.4. The Recipient reserves the right to cancel an Event at any time and for whatever reason in which case we shall refund the price paid for the Service in full, usually within 90 days of cancellation. The Recipient's total liability to the Client in respect of the Recipient cancelling an Event is limited to refunding the price that the Client has actually paid.

### **5. Force Majeure**

5.1. In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labour disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause which is beyond the control of either party.

### **6. Event related services**

6.1. The Conditions in this clause apply to the supply of Event related Services, such as exhibition stands and advertising within the Event. The client shall:

a) comply with all instructions, rules and regulations issued by the Recipient, its nominated agents, local council or by the venue and with all applicable legislation, codes and standards, which will be listed in the exhibitor manual;

b) arrange with a reputable insurer for the duration of the Event, public liability insurance with minimum cover of £2,000,000 (GBP) per claim in respect of any claim arising from your presence at the Event. The client must be able to present a copy of

valid insurance documents at the commencement of the Event if requested by PESGB Conference Ltd. staff, the venue or the appointed Health and Safety Executive;

c) ensure that your stand or display, if any, is ready when the Event opens, is manned throughout the Event and is not taken down, removed or dismantled before the Event closes;

d) agree that your Representatives will cooperate with us in all matters relating to the Services and shall not cause annoyance or offence to other participants at the Event or bring us or our Event into disrepute

e) warrant that you will not use the venue, or any part of it, or the stand other than for the purpose specified in these Conditions

f) engage in any promotional activity outside the confines of your own rented area/s without prior written permission from PESGB Conferences.

6.2. If the Client repeatedly fails to comply with any of the above Conditions, the Recipient reserves the right to terminate this agreement without liability and ask the Client to leave, and all charges paid will be forfeited.

6.3. You may not subdivide, sublet or reassign your exhibition stand or display area with any other party, without the express permission of PESGB Conferences Ltd.

6.4. The rental of all stands does not include services and utilities, unless specified in package descriptions. The Client is responsible for all additional charges incurred for additional services and rentals. These charges are payable directly from the Client to the relevant service provider. PESGB Conference Ltd. Will not be liable for any charges incurred for additional services booked by the Client.

6.5. Whilst Event details are correct in all material when publicised, we reserve the right to make changes to the Event location, dates, content, programme, layout, or timing without liability to you. You will be notified of any material changes as soon as reasonably practicable.

6.6. The Client is responsible for checking for details of any cancellation or changes before travelling. The Recipient is not liable to the Client for any travel, accommodation or other costs incurred as a result of any cancellation, relocation or rescheduling of the Event or change of information.

6.7. The Recipient shall organise the Event with reasonable care and skill but makes no warranty as to the numbers or quality of participants at the Event.

6.8. The Client attends the Event entirely at the Client's own risk. The Client is responsible for taking out appropriate insurance to cover eventualities such as cancellation, non-attendance, travel difficulties, ill health, liability, fire, theft and loss or damage to person or property in connection with the Event. To the fullest extent permitted by law, the Recipient shall not be liable to the Client for any loss or damage to the Client's property or person whilst attending, or in connection with, the Event.

6.9. Clients must comply with all applicable laws and regulations (including the venue's regulations) in regard to Health and Safety legislation. The Client must also notify the Recipient as soon as they become aware of any health and safety issues arising in relation to the Event. Clients must obey all safety announcements and comply with all reasonable requests from the Recipient and/or the venue staff or nominated agents. All electrical appliances must be safe, in good repair and fit for purpose. The Recipient reserves the right to inspect and remove any electrical item they consider to be unsafe.

6.10. The Client is responsible for the removal of their own goods and supplies at the end of the Event and ensuring their space is left in a clean and tidy condition. The Recipient reserves the right to remove and/or destroy any of the Client's property or materials which are not removed from the venue in accordance with the Event breakdown instructions after the Event closes. Clients will be held liable for any damage done to the Recipient's or the Venue's property, or for the cost of disposal of any items left.

6.11. The Recipient gives no warranties, conditions, guarantees or representations in relation to their services of any particular result or outcome of using the Services, or that they will meet your requirements. This includes the preferred contractor, the venue facilities, delivery, furniture, and graphic companies that are recommended by the Recipient.

6.12. The Recipient has the right to stop any promotion, filming, drinks reception, stand activity and any activity at a Session if it is deemed to be a breach of the Recipient's policy, or the venue's policy, is causing offence, disturbing other participants, attendees, exhibitors, or delegates. If the Client is asked to terminate an activity and fails to comply, the Client will be asked to leave the Event.

## **7. Intellectual property and other rights**

7.1 The Client shall provide the Recipient a worldwide revocable non-exclusive, royalty-free sub-license to use their logo and trademark in marketing material related to the Recipient's Event.

7.2 Unless otherwise specifically permitted, the Client shall not make use of the Recipient's name, marks, or other intellectual property outside the stipulations laid out in the manual, or otherwise given prior written consent from the Recipient.

7.3 The Client shall indemnify the Recipient and keep the Recipient indemnified against all liabilities, claims, costs, losses, damages and expenses the Recipient may suffer or incur arising out of, or in connection with, our use or reproduction of the Client's Materials in accordance with the Conditions.

## **8. Data Protection and GDPR**

8.1. All parties shall take reasonable steps to ensure the reliability of its employees or agents with access to Personal Data and ensure that any Personal Data encountered in the course of this transaction is:

- (a) accessed, transmitted and stored securely;
- (b) will not be shared with any other parties without first having the express agreement of the other party;
- (c) will not be used for any purpose other than that requested; and
- (d) will be erased as soon as it is no longer needed in order to accomplish the services to be provided.

8.2. Personal data will only be disclosed to approved essential suppliers, who require this information to fulfil elements of the Event.

8.3. GESGB is the Data Controller for PESGB Conferences Ltd. The company GDPR policy can be found at: [www.GESGB.org.uk/privacy-policy/summary](http://www.GESGB.org.uk/privacy-policy/summary)

## **9. Liability**

9.1. The Client will indemnify the organisers and PESGB Conferences Ltd against all costs, claims, demands, actions, expenses, damages, penalties, or proceedings, arising out of or in any way connected with, the exhibitor's occupancy and use of the exhibition premises or any part thereof including without limitation loss of life, personal injury and damage to property.

9.2. The Client will be required to meet the cost of making good any damage to floors, walls, structures, shell, stand and accessories.

9.3. The Client will be required to abide by all the rules and regulations relating to PESGB Conferences Ltd. occupancy i.e. hours and tenancy at the Event venue; and will be required to make good any costs relating to additional hours required for stand occupancy.

9.4. PESGB Conferences Ltd, and PESGB Conferences Ltd's subcontractors, the exhibition venue, or any staff member will not be held responsible for the safety of the property of the exhibitor, including any stand fittings or fixtures or furniture, etc. from theft, damage caused by fire, accident, flood, weather, accident or any other cause. PESGB Conferences Ltd and the contractors and subcontractors of PESGB Conferences Ltd will not be liable for any consequential or indirect losses howsoever arising and from any cause whatsoever.

9.5. PESGB Conferences Ltd., the venue, or any GESGB staff member will not be liable for any consequential or indirect losses arising out of theft, damage caused by fire, accident, flood, weather accident or any other cause.