

Preliminary

- Presented by Hampshire Fire and Rescue Authority ('the Authority').
- All references to the "Event" are references to Hampshire 2010.
- All references to "Venue" are references to HFRS SHQ.
- All references to the "Exhibitor" are references to those companies and organisations who have applied to exhibit at the Event.

Terms and Conditions

Participation by the Exhibitor in the Event is subject to these terms and conditions set out below. Subject to the Authority's right to, at any time, issue other rules and regulations of participation to supplement these Terms and Conditions (which is reserved), these Terms and Conditions, along with the Booking Form, constitute the entire agreement between the Exhibitor and the Authority. All other terms, conditions and representations are excluded. Any Exhibitor that does not comply with these Terms and Conditions is liable to be removed from the venue.

Schedule of Rights

Gold Sponsorship

- 2 x tickets to opening and closing ceremonies.
- 2 x tickets to awards dinner.
- Logo and link on Hantsfire website.
- Exclusive banner display (up to and including 12 x 3m x 1m banners for extrication pits, up to and including 12 x 3m x 1m around Rope Rescue and 2 x 3m x 1m banners in Trauma area but branded as (insert Sponsor's name: "xxxxx Trauma Challenge") around challenge areas.
- Logo on materials produced for the event.
- Serviced stand space 3m x 3m on 1 and 2 October.
- Opportunity to sponsor one of top ten UK extrication teams on 2 October.
- Other opportunities as might be agreed in writing.

Silver Sponsorship

- Serviced stand space 3m x 3m on 1 and 2 October.

(1) Applications and Registration

(1.1) Applications

Organisations wishing to exhibit at Hampshire 2010 must fill in a Booking Form available from <http://www.hantsfire.gov.uk/theservice/rescuechallenge/ukro-sponsorship.htm>.

(1.2) The Authority reserves the right to reject application and/or withdraw their offer of participation from any Exhibitor owing monies to the Authority on any account, whether unpaid fees or other payments due under these Terms and Conditions or otherwise.

(2) Allocation of Stand Area and Location

Special requests in writing concerning location and space requirements will be considered where possible, and the Authority will make reasonable efforts to meet requests, but such requests cannot be made a condition of participation by an Exhibitor. The Authority's decision on stand allocation shall be final and binding and the Authority reserves the right to move stands and to reallocate space previously notified to Exhibitors without giving a reason.

(3) Payment Terms

(3.1) 100% of the Stand Fee or Sponsorship Fee is due with return of the signed contract except with written agreement from the Authority to post-date invoices where requested.

(3.2) If payment is not made by the due date the Agent reserves the right to reallocate the space to applicants on the reserve list and terminate the Exhibitor's participation in the Event.

(4) VAT and Taxes

Each Exhibitor is responsible for the recording, processing and handling of applicable VAT on all sales made directly from their stand and for processing any payments of any other applicable taxes and duties in respect of their participation in the event.

(5) Withdrawal or Cancellation

(5.1) For withdrawals after 15 July but before 30 August: Exhibitors are liable to pay 65% of the Gold or Silver Sponsorship Fee.

(5.2) For withdrawals after 30 August: Exhibitors are liable to pay 100% of Fee.

(5.3) All sums paid are non refundable.

(5.4) All withdrawals must be made in writing and the above sums shall be due and payable whether or not the Agent has or will have re-let the relevant space.

(6) Exhibitor Information and Publicity

(6.1) Exhibitor details, including contact information and company logo will be included in the Event Catalogue and the Event website.

(6.2) All Exhibitors must give full co-operation to the Authority's Marketing and Communications team in achieving coverage and promotion for the Event.

(6.3) Exhibitors must agree to grant the Authority a non exclusive copyright licence for any promotional materials supplied to Marketing and Communications team for the purposes of promoting and publicising their work and the Event, both nationally and internationally.

(6.4) Whilst the Authority takes every effort to ensure that the Exhibitors' contact details are correct in the promotional material for Hampshire 2010, the Authority does not accept liability for incorrect, incomplete or missing information.

(7) Stand Operation

(7.1) The Authority reserves the right to remove any part of the display outside the limits of an Exhibitor's allocated space and may further restrict the display or demonstration of any mechanical or other equipment should it be a nuisance to other Exhibitors or the visiting public.

(7.2) Exhibitors will be liable for any damage they cause to the fabric of fixtures and fitting of or at the venue, stand panels or stand fittings.

(7.3) Exhibitors may not move or install any lighting or electrical appliance without written approval of the Authority. Any lighting or electrical appliance not supplied by the electrical contractor must be approved by the contractor before installation and are subject to PAT testing (an additional charge may apply at the discretion of the Authority). Any property supplied by contractors appointed by the Authority must be returned in the same condition as delivered. Loss or damage to such property will be the Exhibitor's responsibility.

(7.4) Without prejudice to any other remedies available to the Agent, the Exhibitor agrees that it will indemnify and hold harmless the Agent and their contractors in relation to any claim related to any lighting or electrical appliance installed by the Exhibitor, any damage to any materials supplied by any contractor appointed by the Agent, any damage to materials supplied by any contractor, or to the fabric of the building, stand panels or stand fittings.

(8) Surveillance and Security

The Agent will use reasonable endeavours to arrange a guard service for the Event 24 hours a day, commencing from the first day of installation until the last day of dismantling. Such a guard service will not be held responsible for the security of individual stands nor liable for any loss arising from a stand before, during or after the Event.

(9) Insurance and Liability

(9.1) The Authority accepts no liability for loss or damage to Exhibitors' property neither during the Event, transportation and delivery or during setting-up or dismantling or for any losses sustained by the Exhibitor arising directly or indirectly from participation, or non-participation, including but not limited to loss of profits, opportunity or other consequential losses.

(9.2) Insurance against any loss is the responsibility of the individual Exhibitor and Exhibitors must ensure they have relevant insurance at least covering public liability for injury to persons or property, for the duration of the Event including the time spent setting up, dismantling and moving goods.

(9.3) The Authority asks that the Exhibitor provides a copy of his/her third party liability insurance policy/ies and a copy of a current and valid risk assessment and returns these as soon as possible to enable their booking to be substantiated.

(9.4) Nothing in this agreement excludes any liability of either party for fraudulent misrepresentation or for personal injury or death resulting from the negligence.

(10) Force Majeure

In the event of cancellation, postponement, extension or limitation of the Event or use of the Venue or any part thereof or of any of the services provided herein or a change in the location of the Event which result directly or indirectly from war, fire, national emergency, labour dispute, strike, lockout, civil disturbances, acts of terrorism, inevitable accident, the non-availability of the Venue, or any other cause not within the reasonable control of the Authority ("Force Majeure Event") the Authority shall have no liability to the Exhibitor in respect of any costs, expenses or losses suffered or incurred, for the refund of stand fees, or loss of income resulting from such cancellation.

(11) Venue Health and Safety Information etc

All Exhibitors and Exhibitors' assistants and Exhibitors' workers must adhere to the Authority's Health and Safety Policy at all times during the Event.

(12) Applicable Law

(12.1) Any dispute arising out of these terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any such dispute.

(12.2) The Authority and Agent reserve the right to amend these Terms and Conditions without notice.