

# Esri UK Annual Conference 2024 – Exhibitor Terms & Conditions

## 1. Agreement for Space

**1.1** The Organisation detailed in the Exhibitor Booking Form (“Exhibitor”) shall submit an application for exhibit space no later than **9<sup>th</sup> February 2024** to ESRI (UK) Limited, whose registered address is Millennium House, 65 Walton Street, Aylesbury, Bucks HP21 7QG, registered in England & Wales under number 1288342 (“Esri UK”). Exhibitor shall provide its logo and corporate description in accordance with the Sponsorship and Exhibitor Booking Form (the “Booking Form”).

**1.2** The completion and submission of the Booking Form by the Exhibitor (when accepted by Esri UK by notice of space assignment) constitutes an agreement for the right to use the space subject to the terms of the Booking Form and this Sponsorship and Exhibitor Agreement (collectively, the “Agreement”). Full details of the Exhibitor benefits are stated within the [Exhibitor Information Pack](#) accompanying this Agreement and/or made available by Esri UK on its booking page [www.esriuk.com/ac/exhibit](http://www.esriuk.com/ac/exhibit)

**1.3** Esri UK retains the right to determine the eligibility of any company as an Exhibitor, or the eligibility of any product for exhibit, for whatever reason.

**1.4** Neither Esri UK nor the venue owners (or their respective agents or employees) (collectively “Hosts”) shall be liable for damages or loss arising from Esri UK’s exercise of 1.3 above.

**1.5** Exhibitor’s artwork must be supplied no later than **Friday 15<sup>th</sup> March 2024** or there is no guarantee that the Exhibitor’s artwork can be used. If printing is still possible after this date, any artwork may incur a surcharge.

## 2. Application/Agreement and Right of Refusal

**2.1** Payment for the sponsorship or exhibitor package is required 30 days from invoice OR if ordered within 30 days of the date of the conference payment is due with the order. Failure to pay in accordance with this provision may result in the exhibition space being reallocated to another exhibitor.

**2.2** Esri UK may, in its sole judgment, within thirty (30) days of receipt, reject the Exhibitor’s application, in which case any fees submitted by the Exhibitor to Esri UK will be returned. Esri UK will not be liable for any damages or costs incurred by such rejection. Esri UK reserves the right to take action as necessary to ensure compliance with the terms of the Agreement.

## 3. Liability and Insurance

**3.1** The Exhibitor shall be liable and responsible for all software programs, data, equipment, brochures, materials, exhibits, and other property (“Show Materials”) of the Exhibitor, its employees, contractors, or agents at all times.

**3.2** Hosts assume no liability whatsoever for loss or damage through any cause, of Show Materials or other goods, hand-carried items, exhibits, or other materials owned, rented, or leased by the Exhibitor. If insurance for such loss or damage is desired, it must be obtained independently by the Exhibitor and at the Exhibitor’s sole cost.

**3.3** Exhibitor will, to the extent allowed by law, indemnify Hosts against, and hold them harmless from any and all claims, actions, or liabilities whatsoever resulting from the act, omission, default or negligence of the Exhibitor, its employees, contractors and agents, including, but not limited to, personal injury (other than that caused by Hosts own negligence) or loss or damage to equipment, materials, or exhibits.

**3.4** Each Exhibitor must have in place adequate insurance (including but not limited to public liability insurance and employer’s liability insurance) to cover its obligations under the Agreement. Esri UK reserves the right to verify that the Exhibitor has in place such adequate insurances.

## 4. Cancellation by Exhibitor

**4.1** Once registered, Exhibitor may cancel by providing Esri UK with written notice 28 (twenty eight) days prior to the first day of the event. Exhibitor shall not be entitled to a refund where a notice of cancellation is received by Esri UK after this date.

In the event that an exhibitor wishes to cancel their exhibition space or fails to meet any of the payment obligations (whether as to the amounts

or dates of payment) previously agreed, then Esri UK reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to Esri UK) to apply the following cancellation charges and to re-allocate such spaces.

Cancellation Occurring:

Within 4 weeks of the event: 100%

Between 7-5 weeks of the event: 75%

Between 10-8 weeks of the event: 50%

If the exhibitor wishes to cancel then written notice of such a wish must be forwarded to Esri UK by Recorded delivery Post and any such notice shall be deemed duly served on the day of receipt (not being a Saturday, Sunday or Public Holiday)

**4.2** Notwithstanding that Esri UK may resell or reallocated the cancelled space after payment of the cancellation charges Esri UK shall be under no obligation to reimburse all or any part of such cancellation charges.

## 5. Shipment and Installation of Exhibits

**5.1** After receipt and acceptance of a signed Booking Form, receipt of the relevant fees, and on evidence that Exhibitor has suitable insurance in place, an Exhibitor Manual will be sent to each Exhibitor in advance of the event (unless the receipt of the Booking Form, fees or evidence of insurance is not received within a reasonable time prior to the event, in which case Esri UK will make reasonable efforts to ensure that the Exhibitor receives the Exhibitor Manual prior to the event).

**5.2** Recommended suppliers will be identified in the Exhibitor Manual for the supply of services and materials for exhibit area décor. The recommended suppliers’ information and requirements will be set forth in the Exhibitor Manual. Unless otherwise agreed in writing, Exhibitor may only use those contractors identified by Esri UK as recommended suppliers in the Exhibitor Manual. Esri UK is not responsible for any of the services performed or materials delivered by any contractor whether detailed in the Exhibitor Manual or not. No exhibitor shipments will be accepted by the Hosts.

## 6. Exhibit Hours

**6.1** The exhibit hall will be available for setup and attendance during the hours set forth in the Exhibitor Manual.

## 7. Multiple Exhibitors in Same Space

**7.1** Exhibitors shall not, in any way, assign, sublet, share, or apportion all or any part of the exhibit space allotted to any other party without the prior written consent of Esri UK.

## 8. Legal compliance and use of Exhibit Space

**8.1** Exhibitor must comply with all laws and regulations. In addition, Exhibitor shall comply (and ensure its employees or agents comply) with any rules, requirements or regulations notified to Exhibitor by the Hosts including any health and safety requirements and the Exhibitor Manual.

**8.2** In addition, Exhibitors must comply with the following:

**8.2.1** Signage: signs attached to the exhibit fixture are not permitted.

**8.2.2** Esri UK reserves the right to restrict exhibit area activity noise, operation, or materials that, in Esri UK’s opinion, unduly interfere with other Exhibitors or event operation. Failure of the Exhibitor to comply with the Host’s instructions may result in termination of that activity, operation or materials; in such circumstances no reimbursement of fees will be made to the Exhibitor.

**8.2.3** Sale of equipment and services in exhibit area: no sales that result in the exchange of merchandise and/or money are permitted in the event facility without Esri UK’s prior written approval.

**8.2.4** All items to be given to attendees as “giveaway items” must have the prior written approval of Esri UK. Esri UK reserves the right to prohibit distribution of any items not previously approved.

**8.2.5** All activities must be confined to the Exhibitor’s assigned exhibit area. Distribution of literature or promotional items outside the confines of the contracted exhibit area is prohibited without prior written approval from Esri UK.

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**8.2.6** Exhibitors may not conduct raffles, prize drawings, or other such activities without prior written approval from Esri UK. Exhibitor must not solicit for money any person using the venue.

**8.2.7** Exhibitor agrees not to sponsor group functions, such as speeches, hospitality suites, or other activities, during exhibit hours that conflict with any officially programmed conference event.

**8.2.8** No helium balloons may be offered or displayed as part of the exhibit unless specifically permitted by Esri UK.

**8.2.9** Meetings or other sales-type activities in the exhibit hall during setup, prior to, or after Exhibit hours, are not permitted.

**8.2.10** Only registered conference attendees are invited to attend the conference unless Hosts issues “exhibit only” or “visitor” passes.

**8.2.11** Food items, liquor, beverages and other refreshments are prohibited from being brought into the venue.

**8.2.12** Each Exhibitor may display only the services or goods as identified on the Exhibitor’s registration form. Exhibitors shall comply with Esri UK’s reasonable objections and instructions regarding the display or promotion of products or services.

**8.2.13** All exhibit staff must wear business attire and conduct themselves in a professional manner at all times.

**8.2.14** No film, videos or photos may be taken of the interior of the venue without the written permission of Hosts.

**8.3** Failure by Exhibitor (including exhibitor’s agents, employees, and contractors) to comply with any of the provisions of this agreement may result in the immediate removal of exhibitor from the conference in its entirety or any part thereof as Esri UK, in its sole discretion, decides. Exhibitor will be liable for all related costs and expenses.

## **9. Minimum Age Policy**

Minors’ attendance must be specifically approved by Esri UK prior to the event.

## **10. Fire, building or health and safety regulations**

**10.1** All Exhibit decorations and materials must conform to any applicable fire, building or health and safety regulations or laws.

**10.2** Combustible or explosive materials and substances may not be used. Exhibitor must not bring into the venue any hazardous substance, article or equipment. If any such items may be hazardous then Exhibitor shall ensure that any requirements imposed by law or by Hosts in relation to its transportation, storage, or use are complied with.

**10.3** All packing materials must be removed from the exhibit area and stored in an appropriate area.

## **11. Care of Premises**

**11.1** Exhibitor shall ensure that no materials are pasted, nailed, or otherwise affixed to the structure, surfaces or other contents of the venue in a way that might mark, soil, deface or damage the venue’s structure, contents, equipment or furnishings. Damage or cleaning of exhibit space or any part of the exhibit hall caused by the Exhibitor, its employees, agents or a contractor engaged by the Exhibitor is the full responsibility of the Exhibitor.

**11.2** Before leaving the venue, Exhibitor shall ensure that its exhibit area is clean, undamaged and free from rubbish. It shall remove any items brought into the venue by it.

**11.3** If Exhibitor fails to comply with this clause 11, Hosts may do all that is necessary to ensure compliance. Such actions shall be at Exhibitor’s expense.

## **12. Exhibitor Identification Badges**

**12.1** Exhibitor Identification Badges (“Badges”) will be furnished to designated Exhibitors and will be available at the registration desk on the first day of the exhibition.

**12.2** Badges shall be visibly displayed by all Exhibitor representatives at all times within the exhibit area. During setup and teardown, special badges may be assigned only to those responsible for exhibit construction, if needed. These badges will not be valid during regular conference hours.

**12.3** Badges are allocated at exhibitor registration and are non-transferable between attendees.

**12.4** Badges must be worn at all times.

## **13. Exhibitor-Appointed Contractors**

**13.1** Any Exhibitor using an independent contractor agrees to defend, indemnify, and hold harmless Hosts and other exhibitors from any and all liability for any act or omission by the independent contractor causing damage to the venue, the venue’s contents, exhibitor’s property and/or any personal property.

**13.2** Any Exhibitor using the services of an independent contractor assumes all liability for the acts of that contractor under this contract. The Exhibitor agrees to provide all outside contractors working for them with a complete copy of event rules and regulations, as well as ensure their activities conform to same.

## **14. Undesirable Activities**

Exhibitor may not promote or distribute promotional material regarding other trade shows or conferences that are not held in conjunction with the event without Hosts’ written consent.

## **15. Force Majeure**

A party shall not be liable to the other if it is prevented from the performance of its obligations under this Agreement (except payment obligations) by an event that arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control. A party that claims to be affected by such matters will promptly notify the other party.

In the event of a pandemic or epidemic, Esri UK may decide (at its discretion) to cancel its Annual Conference 2023. In such a case, the Exhibitor’s exhibit space will be automatically transferred to Esri UK’s Annual Conference 2024.

## **16. Law and Venue**

This Agreement shall be construed under the law of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.