

EVENTS AND EXHIBITIONS ~ TERMS AND CONDITIONS

These terms and conditions refer specifically to events and exhibitions organised by or on behalf of VisitScotland and apply in addition to the Working with VisitScotland terms and conditions.

1 INTRODUCTION

Unless otherwise stated in these terms and conditions (the “Conditions”), expressions defined in the Working with VisitScotland Terms and Conditions shall have the same meaning in these Conditions. The provisions of the Working with VisitScotland Terms and Conditions are incorporated into these Conditions by this reference. In the event of a conflict between these Conditions and the Working with VisitScotland Terms and Conditions, these Conditions shall have precedence.

2. BOOKINGS

2.1 These Conditions apply to all booking(s) made by an Operator in relation to an event or exhibition organised by or on behalf of VisitScotland (an “Event”). The Operator agrees to comply with any additional terms and conditions applicable to particular Events that are set out in the relevant booking form or process (a “Booking Form”).

2.2 As soon as possible after receipt of a Booking Form, VisitScotland will confirm to the Operator whether the booking has been accepted. VisitScotland reserves the right to refuse to accept any booking.

2.3 If a booking is accepted by VisitScotland, an invoice will be sent to the Operator for 50% of the total charge for participation in an Event (the “Deposit”), the total charge being as set out in the relevant Booking Form (the “Total Charge”). The balance of the Total Charge is payable 6 weeks before the commencement of an Event. If an Event is due to take place less than 6 weeks after the date of VisitScotland’s receipt of the Booking Form, the Total Charge will be invoiced upon VisitScotland’s acceptance of the booking. The Operator will pay all sums due under any invoice within 30 days of the date of that invoice. For the avoidance of doubt, if the Operator fails to make payment of an invoice within such a period, it shall not be entitled to attend the relevant Event and VisitScotland shall not be obliged to refund any Deposit paid by the Operator in connection with that Event.

2.4 If a Booking is accepted by VisitScotland, details and timelines for artwork/information submissions, delivery address details, badging information, participation costs and all other requirements for and conditions of participation in the event will be supplied to the Operator. The Operator agrees to comply with all such requirements and conditions.

3 CANCELLATION AND POSTPONEMENT

3.1 Postponement, Change or Cancellation by VisitScotland

3.1.1 VS shall be entitled to postpone or change the duration or venue of an Event at its absolute discretion. In the event of postponement or change of duration or venue of an Event, VisitScotland will be entitled to make any modification, re-arrangement or substitution to the form, layout and

allocation of stances as it considers necessary, and such modification, re-arrangement or substitution shall be binding on the Operator except that where VisitScotland materially alters the size of allocated stances, VisitScotland shall notify the Operator and both parties shall use their best endeavours to agree an appropriate amendment to the Total Charge which appropriately reflects the alteration in size.

3.1.2 In the event of cancellation of an Event by VisitScotland (other than in the circumstances referred to in Condition 3.1.3 below), VisitScotland will, at the Operator's option, (i) refund to the Operator any Total Charge previously paid or (ii) offer the Operator an appropriate (in VisitScotland's opinion) alternative opportunity at another Event, and VisitScotland shall have no further liability to the Operator as a result of such cancellation.

3.1.3 VisitScotland, the proprietors of the Event venue and/or the organisers of the Event shall not be liable to the Operator or any other person for loss, injury or damage of any kind arising from or in any way attributable to the cancellation, postponement, delay or abandonment of the Event or change of duration or venue due to any cause beyond the reasonable control of VisitScotland. In the event of cancellation, postponement, delay, abandonment or change as a result of such a cause, VisitScotland shall not be obliged to refund any portion of any sums already paid by an Operator in relation to that Event.

3.2 Cancellation by the Operator

Operators cancelling a booking after VisitScotland has confirmed its acceptance of a booking will forfeit the relevant Deposit and will be liable for payment of the balance of the Total Charge. VisitScotland is unable to waive payment of the balance of the Total Charge unless;

(a) written notice of the cancellation is received by VisitScotland at least one month prior to the first day of the relevant Event; and

(b) VisitScotland is able to re-let the cancelled space in its entirety.

4 PROMOTIONAL ACTIVITIES

4.1 Subject to Condition 3.1.1, the Operator shall be permitted to erect such trade stands and exhibits and use such promotional materials as VisitScotland may specify (in the relevant Booking Form, confirmation of booking or otherwise) or approve in writing in relation to a particular Event.

4.2 The Operator must complete all trade stands and exhibits, and promotional materials must be available, before the opening of the relevant Event. Trade stands and exhibits must not be removed and displays must not be dismantled either partially or totally, before the closing time on the last day of the Event. All exhibits and promotional and other materials brought to the Event by the Operator must be removed as soon as possible after the end of the Event.

4.3 VisitScotland reserves the right to prevent or stop any promotional activity on the part of an Operator that may cause disturbance, annoyance, danger or inconvenience to any other persons. The Operator may distribute promotional materials from the Operator's trade stand but must not distribute promotional materials in the vicinity of entrances and exits. Exhibits or other devices which emit sound or light must cause no disturbance to other persons. If VisitScotland receives a

complaint regarding an Operator's conduct, VisitScotland shall be entitled to take such action as it deems appropriate, including but not limited to immediate removal of all trade stands, exhibits and promotional materials relating to the Operator without refund of any part of the Total Charge to the Operator.

5 LIABILITY

5.1 The Operator shall not contravene any statutory or regulatory provision, in particular relating to the health and safety, copyright, performing rights, trading standards and consumer legislation.

5.2 The Operator shall indemnify VisitScotland against any loss, damage or expense arising from the acts, default or negligence of the Operator or any of its employees, agents and contractors and visitors to its trade stand.

5.3 The Operator undertakes to insure to their full replacement value the contents of his trade stand and all equipment and materials used by the Operator in connection with an Event. The Operator also undertakes to have in place adequate levels of appropriate liability insurance for the duration of an Event, including but not limited to product, public and employers' liability insurance. VisitScotland reserves the right to require the Operator to produce satisfactory evidence of insurance cover required under this Clause 5.3 prior to the commencement of an Event. VisitScotland, the proprietors of the relevant Event venue and the organisers of the Event shall have no liability to the Operator for damage to or loss or destruction of the exhibit or other property brought to the Event venue by or for the Operator or any other person.

6. SAFETY

6.1 The operator undertakes to become familiar with the health, fire and safety regulations applicable to the Event venue before the opening of the Event and to observe these for the duration of the Event. Aisles and fire exits must be kept clear of trade stands, exhibits and promotional materials. VisitScotland, the proprietor of the relevant venue and/or the organiser of the relevant Event shall be entitled to remove any articles blocking aisles or fire exits and shall not be liable to the Operator for any loss or damage occasioned by such removal.

6.2 All trade stands and exhibits must be appropriately constructed so as to avoid danger to persons attending an Event. The Operator shall indemnify VisitScotland against all claims on account of any injury to any persons whatsoever occasioned by or attributable in any way to the Operator.

6.3 The Operator shall obey all reasonable instructions given by VisitScotland, the occupier of the Event venue and/or the Event organiser during the Event.

7. MARKET RESEARCH

The Operator undertakes to participate in any follow-up research VisitScotland may conduct in order to evaluate the success/management of an Event.