

2017 WORLD MUSCLE SOCIETY SPONSORSHIP & EXHIBITION TERMS AND CONDITIONS

In these terms and conditions the term 'Exhibitor / Sponsor' means any company, firm or person who has been allocated space in the exhibition, or Sponsorship, or any agent, representative or employee of the exhibitor. The term 'Exhibition / Sponsorship' refers to the event detailed in the enclosed literature and where the term 'Organisers' appears it refers solely to WMS Congress Ltd.

1. INFORMATION SUPPLIED

Information supplied by the organisers in relation to any exhibition is accurate to the best of their knowledge and belief but shall not constitute any warranty or representation by the organisers and any inaccuracy or mistake therein or omission there from shall not entitle the exhibitor to cancel his space booking.

2. APPLICATION FOR SPACE

(A) Application for space must be made on the official booking form and must contain information on the exhibits / sponsors to be displayed. The organisers may accept applications by purchase order, in writing, or by email, or accept a deposit payment in lieu of written application, at their sole discretion, and on the understanding that the terms and conditions contained herein fully apply.

(B) Any application for space or sponsorship, or any acceptance thereof or by the organisers shall not be conditional on the presence or location of any other exhibitor / sponsor at the same or any other exhibition/sponsor and any reference to such conditionality shall not apply to any contract between the organisers and the exhibitor / sponsor for exhibition stand space / sponsorship.

3. CANCELLATION OF SPACE

(A) If the exhibitor sponsor wishes to cancel, then written notice of such wish must be forwarded to and received by the organisers by recorded delivery post not later than the dates referred to below. For the avoidance of doubt the organisers shall not be obliged to accept the exhibitors/sponsors wish to cancel his space booking.

(B) In the event that the exhibitor/ sponsor either:

(I) Wishes to cancel his space booking after acceptance by the organiser or:

(II) Fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed overleaf then the organisers reserve the right (but without being obliged to do so) to apply the following cancellation charges and to re-allocate the space booked:

Cancellation Occurring Cancellation Charge

Cancellations received prior to 31 January 2017 will have all payments returned less a £100 administration fee. Cancellations from 31 January 2017 and prior to 31 March 2017 will forfeit the 10% payment forwarded with this application. Cancellations from 1 April 2017 onwards will receive no refund and will be liable for payment of the balance should it not have been received by the cancellation date.

(C) Notwithstanding that the organisers may re-sell or re-allocate the cancelled space/sponsorship after payment of the above cancellation charges the organiser shall be under no obligation to reimburse all or any part of such cancellation charges.

4. SPACE REDUCTION

Where an exhibitor/sponsor wishes to reduce the size of his space booking after allocation of space, notification must be received in writing. The organisers reserve the right to apply the scale of cancellation charges outlined above to the total cost of the area by which the original stand has been reduced on a pro rata basis, and to re-allocate the area in question.

5. LOCATION OF SPACE

For the avoidance of doubt any contract between the organisers and the exhibitor/sponsor for exhibition stand space/sponsorship is only for an amount of such space and no acceptance by the organisers of the exhibitors space booking form or allocation of the exhibitors name to any particular part of any exhibition floor plan will constitute any agreement warranty or representation by the organisers that the exhibitor is entitled to exhibit at the exhibition in such particular location and the organisers reserve the right without being required to give notice to the exhibitor to alter the layout of any exhibition floor plan at any time.

6. UNOCCUPIED SPACE

Every exhibitor/sponsor must occupy the space allotted to him by opening time on the first day of the conference, any exhibitor failing to do so will be deemed to have cancelled their space booking. In this event, the terms and conditions relating to cancellation will apply and space maybe offered to a new or existing exhibitor/sponsor.

7. FIRE PRECAUTIONS AND DANGEROUS MATERIALS

All materials used for building, decorating or to cover stands must be of non-flammable material. Exhibitors/sponsors must comply with all instructions given by the organisers to avoid the risk of fire or any other risk.

The following are excluded from the exhibition; explosives; detonating or fulminating compounds, and all dangerous or harmful substances, including priming, fireworks, etc. Priming, fireworks, matches and similar objects can only be

exhibited in the form of imitations, and on condition that they contain no inflammable matter. Only goods described at the time of application may be displayed on stands, and any goods not approved by the organisers must be removed from the building.

8. EXCLUSION OF PERSON

The organisers reserve the right to exclude or remove from the exhibition any persons whose presence at the absolute discretion of the organisers is or is likely to be undesirable and the organisers may exercise such rights notwithstanding that any person is a servant or agent of the exhibitor or otherwise any way connected or associated with the exhibitor.

11. POSTPONEMENT OR ABANDONMENT

The exhibitor/sponsor shall not have any claim against the organisers in respect of any loss or damage consequent upon the failure for whatever reason of the exhibition being held or of the building becoming wholly, or partially unavailable for the holding of the exhibition for reason beyond the organisers' control. If by re-arrangement or postponement of the period of the exhibition, or by substitution of another hall for the exhibition, or by means of any other reasonable matter of thing, the exhibition can be carried through, the contracts for space shall be binding upon all parties, except as to the size and position, as to which any modification, substitution, or re-arrangement considered necessary by the organisers shall be substituted for the original.

10. STAND LETTING

The agreement is deemed personal to the exhibiting company contracting and is in no way assignable to any other person, company or organisation. The under letting or sharing possession of any part of the stand is absolutely prohibited without the prior written consent of the organisers provided always that consent will not be forthcoming in any circumstances for an assigning or under letting or sharing of possession of a stand with any exhibition organising company.

11. PROHIBITION OF TRANSFER

Exhibitors/sponsors may not assign, sublet, or grant licenses in respect of the whole, or any part of the space allocated to them, or assigned or otherwise deal with their rights and obligations hereunder nor may any cards, advertisements, or printed matter of firms who are not bona fide exhibitors be exhibited or distributed on any stand. This does not apply to firms being associated with, subsidiaries, agents or principals of the exhibitor/sponsor, which are duly listed on the official space booking form at the time of booking.

12. LICENSOR AND LICENSEE

On the acceptance of this application for space by the organisers there is a contract between the organisers and the exhibitor/sponsor including these terms and conditions, subject to amendments as mentioned below, and as regards any space so allotted, the relationship of licensor and licensee shall exist between the organisers and the exhibitors, from the date of the exhibitor occupying the space. In case of non-payment of any sum due from the exhibitor/sponsor, whether legally demanded or not, or of a breach, or non-observance, by the exhibitor/sponsor or any of the terms and conditions herein contained, or any regulations to be observed by him, the organiser shall have the right to revoke his licence and re-enter upon the allocated space to remove and exclude the exhibitor/sponsor, and all persons there from without prejudice to the right to recover all sums payable by the exhibitor/sponsor and all other claims against him, and damages sustained by the organisers.

13. INSURANCE

The organisers are not responsible for the safety of any exhibit or other property of the exhibitor/sponsor or other person, or for the loss, damage or destruction by theft, or fire or any cause, or for the loss, damage, or injury sustained by any exhibitor or other persons. This is whether by reason of any default in the exhibition building caused by fire; storm; tempest; lightning; explosion; national emergency; war; labour disputes; strikes; lock-outs; civil disturbances; inevitable accident; force majeure or for any other cause not within the direct control of the organisers whether of the same kind or not. No responsibility can be accepted for any consequences of prevention, postponement or abandonment of the exhibition. Exhibitors/sponsors must secure their own insurance to cover all liabilities and risks.

14. ATTENDANCE

The exhibitor/sponsor acknowledges that the organisers shall not be held responsible for the failure of all or any other contracted exhibitions to attend the exhibition or the failure of any number of attendees to attend the exhibition for any reason beyond the reasonable control of the organisers.

15. EXHIBITION OPENING HOURS

Details of exhibition opening hours will be given in the conference programme, during these times stands must be manned by exhibitor's staff.

16. SIGNATORIES

The person or persons signing the space application form on behalf of the exhibitor/sponsor shall be deemed to have full authority to do so on behalf of the exhibitor/sponsor and the exhibitor/sponsor shall have no right to claim as against the organisers that such person or persons did not have such authority.

17. EXHIBITORS' BANKRUPTCY

In the event of an exhibitor/sponsor becoming bankrupt, committing any act of bankruptcy, going to liquidation, having a receiver appointed in respect of any of its assets the organiser's reserve the right to terminate the contract with the exhibitor/sponsor and the terms and conditions relating to cancellations shall apply.

18. ERECTION OF STANDS

No exhibitor/sponsor will be permitted to display his goods in such a manner as, in the opinion of the organisers, obstructs the light or impedes the view along the open spaces or gangways, or to occasion inconvenience or otherwise effect the display of other exhibitors.

19. SERVICE / PRODUCT EXHIBITED

The WMS Congress 2017 Committee reserves the right to disallow any product / service from the exhibition that is deemed as inappropriate according to the WMS 2017 stated mission & objectives.

20. THE TERMS AND CONDITIONS

Shall be construed in accordance with English law and any disputes resulting from an interpretation of these terms and conditions shall be settled by the English court.