

TERMS AND CONDITIONS

The following terms and conditions apply to the hire of exhibition space at UK Games Expo.

INTERPRETATION AND GENERAL

1. UK GAMES EXPO (the "Event") is an annual gaming convention for both dedicated hobby gamers and the wider public. The Event is organised by the directors of UK Games Expo Ltd. Richard Denning and Tony Hyams (the "Organisers").
2. The Event takes place in The National Exhibition Centre, Birmingham B40 1NT (the "NEC") and The NEC Hilton Metropole Hotel, Birmingham B40 1PP (the "Hilton"). Additional events occur in surrounding hotels as specified on the UK GAMES EXPO website and laid out in the programme.
3. For the purpose of these terms and conditions:
 - a. References to the "Venue" include both the Hilton and the NEC as appropriate;
 - b. References to the "Event" are to the iteration of the Event at which the exhibition space is to be hired.
4. Anyone intending to hire or in fact hiring exhibition space at the Event (an "Exhibitor") undertakes that they (together with any employees, partners, or others associated with them) will:
 - a. Comply with any terms and conditions

- specified by the management of the Venue to the extent that they are communicated to the Exhibitor either prior to or during the Event; and
 - b. Comply with any reasonable instructions given by the management of the Venue to the Exhibitor or any employee, partner or associate of the Exhibitor either prior to or during the Event as though any such terms and conditions or instructions were incorporated into these terms and conditions.
5. These terms and conditions shall be subject to the laws of England and Wales.
 6. All matters and questions not covered by these terms are subject to the decision of the Organisers. Exhibitors agree to abide by and conform to all additional rules and regulations from time to time adopted or prescribed by the Organisers for the management of the Event.

APPLICATIONS FOR AND ALLOCATIONS OF EXHIBITION SPACE

7. The following procedures should be followed when booking exhibition space:
 - a. Potential Exhibitors should contact Richard Denning in the first instance by e-mail to richard@ukgamesexpo.co.uk, or by using the form located on the website, stating their preferences (if

any) as to type or location of stand, and confirming the amount of exhibition space they are seeking.

- b. The Organisers will acknowledge receipt of the e-mail / form and either confirm that those requirements can be met or contact the intending Exhibitor to discuss alternative allocations.
- c. Once an agreement has been reached, the Organisers will issue an invoice confirming the total cost for the proposed stand, the initial stand allocation and the deposit required to secure it.
- d. To secure a stand, the Exhibitor must complete the booking by paying the deposit as stated on the invoice.
- e. The required deposit will be 25% of the total expected stand cost and is due within 5 days of the issue of the invoice.
- f. Where an invoice is issued after 28th February, the Exhibitor must pay the full value of the invoice within 5 days to secure the stand and in any event at least 48 hours prior to the commencement of the Event.
- g. Failure to pay the deposit, or full fee as appropriate, within the time periods set out in paragraphs e and f of this Clause 7, may result in the Organisers cancelling the booking and releasing the allocated space for re-sale without further notice to the exhibitor.
8. An Exhibitor may request other facilities (e.g. access to power or hire of furniture) via the Exhibitor Portal after the deposit received by the Organisers and a stand has been allocated to the Exhibitor.
9. The Organisers will allocate space within the Venue taking account of the requirements and preferences indicated on completed Booking Forms and will inform potential Exhibitors in writing of the extent to which any such preferences or requirements can be accommodated. However:
 - a. in deciding on allocations the Organisers shall take account of whether the intending Exhibitor has attended previous iterations of the Event (and if so whether the Exhibitor complied with all relevant terms and conditions) and the total anticipated contributions of the intending Exhibitor to the Event, including level of sponsorship;
 - b. all decisions as to space allocation by the Organisers shall be final and binding on all Exhibitors who shall not be entitled to know the reasoning behind those allocations; and
 - c. the Organisers reserve the right to alter allocations (and if appropriate refund appropriate amounts of the stand fee to take account of any such alterations) without

prior notice.

FEES, PAYMENT METHODS AND CANCELLATION POLICY

10. The due dates for payment are as follows:

a. The 25% deposit (or for invoices issued after 28th February, the full stand fee) must be paid within 5 days of issue of the invoice to secure your stand. Note that any monies held by the Organisers representing amounts rolled over by an Exhibitor from a previous show ("Rolled-Over Funds"), will automatically be applied as a credit against this deposit.

b. The balance of the stand fees as set out in the quotation and any additional facilities requested via the Exhibitor Portal such as power and furniture hire, must be paid in full by the later of:

i. 5 days from the date of issue of the quotation (unless the quotation is issued within ten days of the commencement of the Event in which case they are payable within 48 hours of that issue); and

ii. 28th February of the year for which the booking is made. Any surplus Rolled-Over Funds after payment of the deposit will again be applied automatically by the Organisers as a credit against any outstanding amounts due.

c. Payment for sponsorship opportunities and marketing packages are due as follows:

i. All sponsorship

fees are payable in full within 28 days of the issue of the invoice.

ii. All marketing package fees as set out in the invoice must be paid in full before UK Games Expo will run the marketing package.

11. Payment may be made using any of the methods specified on the invoice.

12. Failure to pay the balance by the dates specified in clause 10 paragraph b will result in the Organisers cancelling the booking and releasing the allocated space for re-sale without further notice to the exhibitor.

13. An Exhibitor will not be allowed to set up a stand at the event unless all fees for that stand have been paid in full.

14. All cancellations must be made in writing and sent by e-mail to richard@ukgamesexpo.co.uk. The extent to which any fees already paid are refundable shall be determined dependent on how far in advance of the Event for which the booking was made the notice of cancellation is received by the Organisers, as set out below:

a. If notice of cancellation is received by the Organisers at least 60 days prior to the start of the Event for which the booking was made the deposit will be forfeit but all other fees paid will be refunded in full.

b. If the exhibitor cancels his or her participation less than 60 days before the Event the full Invoiced fee must be paid to the organizer.

c. If an exhibitor, due to rules and regulations pertaining to the Covid-19 Pandemic, is either prevented from leaving their home country or prevented from entering the United Kingdom, or can only do so by undertaking a period of compulsory quarantine then the Organisers will accept a cancellation and will hold any fees paid up to that point as credit against their stand and other costs pertaining to the next iteration of the show.

SET-UP AND ATTENDANCE

15. Access to the Venue for setup will be available between 12.00 noon and 9.00pm on the Thursday immediately prior to the Event and between 7.00am and 9.00am on the Friday of the Event. The Exhibitor must ensure that his stand is fully set up by 9.00am on the Friday of the Event.

16. An Exhibitor must ensure that his stand is manned during the following periods:

a. The Show Preview, taking place between 6.00pm and 8.00pm on the Thursday evening (if you have a table there).

b. Opening hours as set out below:

i. Friday – 9.00am to 6.00pm

ii. Saturday – 9.00 am to 6.00pm

iii. Sunday – 9.00 am to 4.00pm. Please note UK Games Expo is a gaming convention and some games go on past opening hours and as such the halls may not be completely vacated by the public

until thirty minutes after the end of opening hours.

17. The event is considered to be exempt from Sunday trading laws as exhibitions fall outside those regulations.

18. If an Exhibitor fails to set up and man a stand by 9.00am on Friday the Organisers reserve the right to use the exhibition space hired by the Exhibitor for the Organisers' own purposes including without limitation renting out the exhibition space to another Exhibitor without allowance or refund to the defaulting Exhibitor.

19. At the conclusion of the Event Exhibitors must vacate the Venue and ensure that all of their belongings have been removed from the Venue by 6.00pm on Sunday unless they have requested and had granted an extension to this period.

MERCHANDISE AND DISPLAY MATERIAL

20. Exhibitors are responsible for the safety and appropriateness of all merchandise and promotional and other material displayed and sales activity taking place within their stand. If the Organisers at their absolute discretion consider that any material displayed or activities undertaken:

a. Pose risks to the health and safety of Exhibitors and others attending the Event; and/or contravene the terms and conditions of

the NEC or the Hilton as appropriate; and/or

b. Are not in compliance with laws and regulations in force in England and Wales pertaining to toys and games and other items on sale at the event including the need to display appropriate safety markings and/or.

c. May cause damage to the structure or any part of the fabric of the Venue; and/or are likely to cause offense or distress to other Exhibitors, Expo volunteers or members of the public attending the Event and/or

d. Are unsuitable for an Event aimed at a family audience and attended by small children.

The Organisers will request the Exhibitor to cease any such activities and remove any offending items from the Venue. If an Exhibitor fails to cease any such activities or remove any such offending items when requested to do so the Organisers may take any one or more of the following actions:

i. Removing or procuring the removal of any such offending material from the Venue.

ii. Ejecting the Exhibitor or any partner, employee or other associate of the Exhibitor from the Event.

iii. Revoking the Exhibitor's hire of the stand in which case the Organisers reserve the right to use the exhibition space for its own purposes including without limitation permitting

the Exhibitor's stand to be used by another Exhibitor without allowance or refund to the defaulting Exhibitor.

21. The Organisers reserve the right to refuse admission to any Exhibitor or any partner, employee or associate of an Exhibitor if they at their absolute discretion decide the Exhibitor is attempting to display materials of dangerous or objectionable nature.

22. Any Exhibitor who is uncertain as to the appropriateness or acceptability of any materials or activities should discuss his or her concerns with the Organisers in advance of the Event.

FURNITURE AND EQUIPMENT

23. No walling, floor coverings, power furniture or additional equipment will be provided to an Exhibitor as part of the stand fee.

24. Where additional equipment or furniture has been requested via the Exhibitor Portal, the Organisers will ensure that such equipment or furniture is obtained and made available at the Exhibitor's stand in time for set-up.

25. All other equipment and furniture used by the Exhibitor, regardless of whether that equipment or furniture is brought by the Exhibitor to the Event or is obtained by contract between the Exhibitor and any contractor or supplier recommended by the Organisers or any other third party are the sole responsibility

of the Exhibitor. Any disputes with regard to the hire and supply of such equipment by any third party including the show contractor is a matter between the exhibitor and the third party.

26. Exhibitors are responsible for arranging and paying for all fees and meeting all expenses in connection with the transport of display and sales materials to the Venue, moving the materials into and out of the Exhibitor's allocated exhibition space, and assembling and disassembling displays.

27. Exhibitors may not sub-let or assign any of their allocated exhibition space without the prior written consent of the Organisers, such consent not to be unreasonably withheld.

PROMOTIONAL MATERIAL

28. By submitting a Booking Form and applying to hire a stand at the Event an Exhibitor agrees to the use of the Exhibitor's name on the Organisers' website and in any promotional materials prepared or distributed by the Organisers in connection with the Event PROVIDED THAT such agreement extends only to including the Exhibitor's name, stand number, logo and description in a list of intending exhibitors. The exhibitor accepts that any such materials may continue to be used incorporating the Exhibitor's details

even if the Exhibitor subsequently cancels a booking or fails to attend the Event for any reason.

29. Use of any product by any Exhibitor, their employee agent or associate containing the UK GAMES EXPO name or logo is prohibited without the express written permission of the Organisers. Exhibitors agree that if any materials making such unauthorized use appear at the Event, the Organisers shall have the right to take possession of and destroy all such materials, as well as to pursue other available legal remedies.

30. The Organisers will exercise editorial control over any advertising material supplied by an Exhibitor for inclusion on the Organisers' website or in the Event programme. All such material should be in accordance with the standards set out on the Organisers' website and be suitable for an event aimed at a family audience.

31. Exhibitors may post and distribute their own promotional materials only from within their assigned exhibition space with the exception of Sponsors as specified in the Marketing section of this guide. Any Exhibitor who attempts to distribute material external to their stand will be liable to an additional fee appropriate to the level of their activity.

32. Any promotional material used by an Exhibitor must be in

accordance with the standards set out on the Organiser's website and be suitable for an event aimed at a family audience. The Organisers reserve the right to require the removal of any materials which the Organisers deem to fall below those standards or be inappropriate for or even offensive to a family audience.

33. Exhibitors, their employees, agents or associates may not affix promotional materials in any part of the Venue save that expressly set aside for the purpose and indicated to Exhibitors by the Organisers.

34. The Organisers may choose to offer promotional programs outlined on the Organisers' website and e-mailed to visitors and exhibitors from time to time. By expressing a willingness, whether by e-mail or otherwise in writing, to take part in any such promotion an Exhibitor irrevocably undertakes to participate in that programme.

SAFETY, SECURITY AND LIABILITY

35. Exhibitors must not block aisles or fire doors, must not occupy any area outside their hired space, and must comply with any directions from the Organisers or the management of the venue as to access and storage.

36. The Organisers in conjunction with the management of the Venue will seek to control access to the Event and

reserve the right to refuse admittance to anyone, whether or not an Exhibitor or person connected with an Exhibitor, if the Organisers reasonably consider it necessary for the safety and comfort of other Exhibitors or members of the public attending the Event.

37. The Organisers will take out a suitable public liability insurance policy in relation to the Event. However, this will not extend to insuring Exhibitors' goods and display materials against theft or damage. Exhibitors are strongly advised to take out their own insurance to cover such risks.

38. Exhibitors are fully responsible for any loss, damage, or injury to the management and staff of the Venue resulting from Exhibitors' displays or actions and are strongly advised to take out their own insurance to cover such risks.

39. The Organisers reserve the right to charge an Exhibitor for any loss or damage to any part of the structure or fabric of the Venue caused by any actions of the Exhibitor or the employee partner or other associate of an Exhibitor.

REFUSE AND WASTE

40. Exhibitors are responsible for removing all their waste.

41. The Organisers reserve the right to charge an Exhibitor in the event that waste is left within an Exhibitor's stand for the cost of removing and disposing of such waste.

FORCE MAJEURE AND OTHER CANCELLATION OF THE EVENT

42. The Organisers reserve the right to cancel the Event at any time if they deem this necessary, including if the Event is interrupted and/or discontinued, or access to the Venue is prevented or interfered with by reason of any industrial dispute, act of war, civil disturbance, terrorist action, act of God, or instruction from the police, the local authority or any other governmental agency, a pandemic infection or if the Venue is damaged whether maliciously or by accident or the management of the Venue are unable to provide the expected facilities.

43. Where an Event is cancelled, but the Organisers reasonably consider that the Event will be able to take place at a later date:

a. the Organisers shall inform the Exhibitors as soon as possible of the cancellation;

b. any amounts already received by the Organisers from an Exhibitor shall be retained by the Organisers as Rolled-Over Funds to be applied in relation to stand fees for the next viable Event; but

c. no further funds shall be due from the Exhibitor in relation to the Event until such time as the details of the next iteration of the Event have been finalised at which point the Organisers will confirm to the Exhibitor the timetable for payment of the remaining amounts.

44. Where an Event is cancelled and the Organisers have no expectation of being able to hold any further iteration of the Event in the future, the liability of the Organisers shall be limited to refunding any fees paid by an Exhibitor in advance of the Event subject to a pro rata reduction for that portion of the anticipated time for which the Event was scheduled to run which in fact fell before any such cancellation.

