

TERMS AND CONDITIONS FOR EXHIBITORS – CONGRESS 2024

Please read through this section carefully

Definitions in these terms and conditions

Organiser means the Trades Union Congress (TUC). Exhibition means the Congress Exhibition held simultaneously with the Trades Union Congress.

Exhibitor means any person, company or organisation and their staff or agents contracting with the Organiser to take stand space at the Exhibition.

The Premises means The Brighton Centre or any other building used by the Organiser for Exhibition purposes.

Authorities means the local authority, fire authority or any other relevant body or person having jurisdiction over the Premises.

1. Trading rights

The sole rights of exhibiting merchandise and transacting business on the Premises during the period of the Exhibition are owned by the Organiser, which has sole discretion to grant licences to Exhibitors according to these Terms and Conditions. An Exhibitor shall not allow other persons or organisations to benefit from the licence, including sharing their stand, without obtaining written consent from the Organiser. Where consent is given, the Exhibitor's space rental charge may be increased by a sum appropriate to additional persons or organisations. It is the Exhibitor's duty to inform any person organisation sharing their stand of all relevant information, including these Terms and Conditions. The Exhibitor will be responsible for all work in connection with their shared stand, including Congress Guide entries, for the person or organisation sharing.

2. Opening hour

Stands must remain open continuously for business according to the published daily opening hours of the Exhibition (see above). Stands must be adequately staffed throughout these hours.

3. Installation of exhibits

All goods delivered to the Premises must be accompanied by or received by a representative of the Exhibitor.

4. Clearance of exhibits breakdown

Breakdown may not commence until the venue has confirmed that the hall is clear of all visitors. No stand or its contents may be removed before the official closing time of the Exhibition, unless by prior arrangement. The stand must be removed and the space cleaned within the set times: if an Exhibitor fails to clear their exhibits and fittings by the set time, they will be charged for every hour the space is uncleared and unclean. If the Exhibitor fails to do such work, the Organiser may arrange for it to be done and charge the Exhibitor for the resulting costs.

Trolleys

There must be no trolley movement until the Premises and Organiser have agreed that all visitors have left the building and it is safe to go ahead.

5. Identity of persons

Non-transferable contractors' badges will be supplied by the Organiser free of charge.
Nontransferable Exhibitor badges will be allocated according to the stand space rental.

6. Insurance

Exhibitors shall be responsible for arranging all necessary insurance in connection with the Exhibition and shall keep the Organiser indemnified in respect of (a) any loss or damage to any property of the Organiser; (b) all claims and demands by third parties (including staff, subcontractors and agents of the Organiser and the Premises, other exhibitors and their staff, subcontractors and agents and members of the public) in respect of death or personal injury or loss of or damage to property, caused by, occasioned by or contributed to by the Exhibitor or their employees, staff, subcontractors or agents as a result of their occupation of and activities on the stand.

Except in respect of death or personal injury caused by the Organiser's negligence, the Organiser shall not be liable to the Exhibitor because of any representation (unless fraudulent) or any implied warranty condition or other term, or any duty at common law or under these Terms and Conditions for any loss of profit or indirect loss, damage, costs, expenses or other claims (whether caused by the negligence of the Organiser, its staff, subcontractors or agents or otherwise). The entire liability of the Organiser to the Exhibitor shall not be more than the amount payable by the Exhibitor in relation to clause 16 below.

The Exhibitor shall make good any damage done by them, their staff, subcontractors or agents to the Premises or any of its furniture or fixtures. The Organiser reserves the right to request a copy of an Exhibitor's insurance policies and proof of up-to-date payment of premiums prior to the Exhibition.

7. Services

The Organiser will officially appoint advertising agents, public relations consultants, furniture suppliers, photographers, stand fitters, lighting suppliers and any other services in connection with the Exhibition, and no others will be allowed to canvass the Exhibitors or execute business in connection with the Exhibition without prior written permission from the Organiser.

8. Shell scheme and stand fittings

Any Exhibitor bringing an exhibit/stand fitting higher than 2000mm must check with the Organiser that there will be sufficient ceiling clearance. Exhibitors will be held responsible and charged at replacement value for any damage to the covering of their stands. Any unusually heavy exhibits must be approved by the Organiser.

Any additional decoration or fitting-out work an Exhibitor may require may be carried out by the Exhibitor's chosen contractor and at the Exhibitor's expense.

Exhibitors must ensure that all sections of their stand are properly finished off and are presentable.

The wording on the fascia nameboard of the shell scheme is restricted to up to three words and the stand number. It will be provided in the style of the Organiser and must not be removed from the stand.

No part of a stand may overhang any gangway or exceed the allocated boundaries of the stand. Exhibitors must not display their goods so that, in the opinion of the Organiser, they distract the light or impede the way or view along open spaces or gangways or inconvenience other exhibitors.

No petrol or other hazardous spirit, liquid or vapour is to be brought into the Premises unless previously approved in writing by the Organiser.

All materials used for building, dressing or covering stands must be non-flammable or impregnated with a fireproofing solution in a way that complies with the regulations and/or guidance of the Authorities.

Empty cases, cartons and packing must not be kept on stands and must be removed from the Premises for storage, or during the set-up period of the Exhibition left tidy in the gangways for clearance by the Organiser's staff.

All exhibitors must return their risk assessment form and health and safety information by the middle of July.

All exhibitors must ensure they comply with the Premises' health and safety policies. This will be sent electronically

9. Unfitted stands/open stands

Exhibitors occupying unfitted/open stands will be expected to comply with these Terms and Conditions and also to submit to the Organiser a detailed plan of their stand, a list of contractors, materials to be used, exhibits on display and a method statement (see above). This must be done before the Exhibition opens.

Those exhibitors occupying space-only sites must adhere to the appropriate BECA agreements, particularly with regard to stand construction. Unless a stand is designated as unfitted or open, then the shell scheme is compulsory

10. Security and insurance

Each Exhibitor is responsible for the security of their own stand and exhibits, and for their own and their staff's insurance cover plus public liability insurance. In no circumstances will the Organiser or the Premises accept responsibility or be liable for any loss or damage however arising.

11. Stand content

Any Exhibitor operating a sound system of any type must use it only at low volume and will, if required by the Organiser, cease its use.

The TUC reserves the right to withdraw with immediate effect individual attendance rights or cancel an event or activity if it considers the content of a presentation or materials or behaviour offensive.

Stand content should not jeopardise any sponsorship arrangements the TUC has undertaken.

Any complaints must be submitted in writing to the Organiser or its representatives within seven days of the Congress. A complaint made or addressed in any other manner will not be considered.

12. Conduct statement

The TUC is committed to organising activities at which everyone can participate in an inclusive, respectful and safe environment. The TUC has zero tolerance for any type of harassment, including sexual harassment. Aggressive, offensive, intimidatory, disrespectful or unacceptable behaviour or comments will not be tolerated. This supports the commitment set out in the TUC's rules to promote equality for all and to eliminate all forms of harassment, including sexual harassment, prejudice and unfair discrimination. This policy applies to all aspects of

communication at or in connection with an event, including postings on social media. If you have any concerns about behaviour that you want to raise then please contact us by email: kbatool@tuc.org.uk. In the first instance, you should raise any concerns about inappropriate conduct with your client or manager. You may also raise concerns about inappropriate conduct at the TUC information desk. We will take all complaints seriously and act on them as set in the TUC's rules.

13. Exhibitors' nameplates

No Exhibitor's nameplates, signposts or noticeboards will be allowed outside the allocated stand area.

14. Regulations

Exhibitors shall observe and conform to all rules, regulations, orders and bye-laws relating to the Premises and with all requirements of the Authorities.

15. Space application procedure

Applications for space must be made in accordance with the official procedure laid down in the Exhibition Application Form. The Organiser reserves the right to refuse, without stating reasons, any application for space.

16. Payment procedure

The rent of the stand spaces contracted by an Exhibitor is payable to the Organiser as detailed on the Exhibition Application Form.

The deposit payment as detailed must accompany the Exhibition Application Form, and this is non-returnable and non-refundable

The final settlement date is 30 days prior to the opening of the Exhibition.

If the balance outstanding is not paid by the final settlement date, the Organiser reserves the right to cancel the application, reallocate the stand and retain the deposit, and may, without limiting any other rights, charge interest on the amount outstanding at the rate of 5 per cent above the current base rate of Barclays Bank Plc from the due date to the date of full payment.

An Exhibitor applying for space within the 30 days prior to the opening date of the Exhibition will be required to provide the completed Exhibition Application Form and pay the full hire cost before arriving onsite.

Foreign Exhibitors are requested to pay by Sterling Draft in London

The distribution of literature outside of the Exhibition area is strictly prohibited; distribution within the Exhibition area is at the discretion of the Organiser.

17. Withdrawals/cancellations

If at any time following receipt of an Exhibition Application Form by the Organiser an Exhibitor withdraws from the Exhibition, the Organiser shall be entitled to retain the deposit. If an Exhibitor withdraws after the invoice for the outstanding balance has been issued (30 days prior to the Exhibition), the Organiser is entitled to receive the full balance. Withdrawals will only be accepted by the Organiser in writing.

18. Exhibition cancellation or abandonment

If for any reason the Exhibition cannot be opened and held at the Premises on the dates specified, the Organiser may at its discretion:

- a. postpone the opening of the Exhibition until a date that, in the circumstances, appears to it to be reasonable; or
- b. obtain such alternative premises as, in its opinion, are suitable and hold the Exhibition on the original dates; or
- c. declare the Exhibition abandoned.
- d. Cancel the event due to high infection rates in a pandemic or other health & safety concern

In the event that the Trade Union Congress is cancelled or abandoned for any reason, the Organiser reserves the right to either cancel the Exhibition or, if it has already started, abandon the Exhibition. In either case, the Organiser will not be liable to make any refunds whatsoever to any Exhibitor.

18. Refunds

In the event of abandonment of the Exhibition by the Organiser (in accordance with clause 17 (c) above), of more than three months notice, the Organiser will be entitled to retain the deposit payment or receive, on account of working expenses, 25 per cent of the rent paid or contracted to be paid by the Exhibitor. The balance will be repaid by the Organiser to the Exhibitor.

19. Exhibition layout

The Organiser reserve the right to make any necessary alterations to the Exhibition layout.

20. Exhibition visitors

Visitors are admitted on the understanding that canvassing by non-exhibitors is not allowed. Visitors suspected of canvassing are liable to immediate expulsion. The Organiser reserves the right to refuse admission without giving any reason.

21. Catering services

The Organiser will issue Exhibition Stand Service Forms in advance of the Exhibition and these should be returned to the Catering Manager of the Premises for delivery on the first morning of the Exhibition. All items for consumption on the Premises must be officially obtained through the Catering Manager of the premises.

22. Phones and data lines

These services may be ordered direct. No orders for these can be accepted by the Organiser.

23. Final details

Final arrangements concerning access, set-up times, stand numbers etc will be sent to each Exhibitor prior to the Exhibition: in the interim, all enquiries should be directed to tucevents@tuc.org.uk

24. General

Each Exhibitor is bound by these Terms and Conditions and shall also be familiar with and observe the rules, conditions and regulations of the Premises.

Each Exhibitor must ensure that its agents or contractors are familiar with these Terms and Conditions. Any claim arising from the Exhibitor failing to provide this information shall be the sole responsibility of that Exhibitor.

The Organiser reserves the right to waive, add to or alter any of these Terms and Conditions in the interest of the Exhibition either generally or for a particular reason.

Should any question arise, whether or not provided for in these Terms and Conditions, the decision of the Organiser shall be final and binding on each and every Exhibitor.

No failure or delay by the Organiser in exercising any of its rights under these Terms and Conditions shall be considered as a waiver of that right, and no waiver by the Organiser of any breach shall be considered as a waiver of any subsequent breach.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of its other provisions and the remainder of the provision in question is not affected.

English Law shall apply to these Terms and Conditions and to any agreement entered into between the Organiser and an Exhibitor, and the parties agree to submit to the non-exclusive jurisdiction the English courts.

We will be reviewing security processes considering Martyn's Law next year.