

# **Application for Exhibition Booth**

Please return signed copy via email to elvira.lewis@eacts.co.uk

We hereby apply to EACTS Trading Company Ltd to participate in the Exhibition associated with the 36th EACTS Annual

Choice Booth Number	Size	Cost per m <sup>2</sup>	Total Cost
<b>1</b> st		€600* plus Italian VA	
2 <sup>nd</sup>		(IT) where applicable	€
3 <sup>rd</sup>		*Please note that a waste disposal fee of €2.50 per sqm will be charged	
	ments will be made by EACTS in	keeping with the preferences as to location reques	
ACTS, however, reserves the ri		on of all space assignments in the best interests of t	
e following companies will be o-exhibitor Company Name: (C		ntuory sales tax according to European regulations	·)
rief description of exhibits inclu	ding county of origin		
ease include my company deta	ils in the online catalogue at a cost	of €400.00 Yes No	
		bitor profile including hall and booth numbers, con itors via the Industry section of the Annual Meeting	
Your company logo Images (max 3)			
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Contact Details of Exhibiti Main Contact Name:  Company: Address:  City: Country: Telephone: Main Contact Email: Website:  greement  e undersigned is authorised to enter i anditions, as well as any other exhibitions.	e price and is charged as an addifor all In-line stands that are sites on / Event Organiser  Code:  Fax:	Company name as it should appear on invoice:  Address:  City: Country: Person to contact regarding payment: Order Number must be provided: Email:  *VAT/Tax Number:  *(This field must be completed, if not appear on the contact regarding payment)  The undersigned declares that this Exhibition Booth Applications.	Telephone: Fax: N/A  Slicable please tick the N/A box above)  tion Form, together with the Terms and ontractual relationship between EACTS



# **Terms and Conditions**

# **Definitions**

In these Terms and Conditions:

The word 'EXHIBITOR' means the person, company, firm or other organisation to whom space at the Exhibition has been allocated by the Organisers and, in relation to any term or condition, shall include employees, contractors, sub-contractors, servants, agents, licensees or invitee of the Exhibitor. The word 'EXHIBITION' means 'EXHIBITION of the 36th EACTS Annual Meeting'. The word 'ORGANISERS' means 'EACTS TRADING COMPANY LTD'.

# Allocation of Booth Space

Application for booth space must be made on the Booth Application Form provided by the Organisers. Applications will be dealt with in strict order of receipt save that in the event of a conflict regarding space or other imperative conditions (including without limit a need for the utilities' services), the Organisers shall have the right to allocate space to the Exhibitor, re-arrange the floor plan, and/or relocate any booth at any time before or during the period of the Exhibition. While the Society attempts to accommodate Exhibitor location and other preferences, such accommodations cannot be guaranteed. In the event of a conflict regarding space, the Society shall have the right to assign space to the Exhibitor. The Organisers shall reserve the right to refuse any application. The Booth Application Form must list all firms being represented by the Exhibitor. The Organisers undertake to give the fullest sympathetic consideration to the interests of the Exhibitor provided that any question arises which is not provided for within the terms of these Terms and Conditions. The Organisers' decision must be accepted as final.

Upon the issue by the Organisers of their Confirmation of Booth Application (which allocates the booth space to the Exhibitor) a contract shall be made for the booth space so allocated between the Organisers and the Exhibitor whose entire terms shall be contained in these Terms and Conditions, the Booth Application Form, the Confirmation of Booth Application and the Exhibitor's Manual as issued by the Organisers (which the Organisers may amend from time to time).

#### Learning Lab

Subject to availability, if the Exhibitor applies for and the Organiser accepts the Exhibitor's application for a booth space of 50 square metres or more the Organiser will offer the Exhibitor the option of hiring a learning space. If the Exhibitor accepts the Organiser's offer of hiring a learning space, then these Terms and Conditions shall be read and interpreted as including so that all references to "booth space" shall also include "Learning Space".

Learning Spaces will be offered on a priority basis. The Exhibitor will only utilise Learning Spaces for workshops (which can include wet and dry labs) and small practical sessions. Sessions will not form part of the official scientific programme of the Exhibition. Exhibitors must schedule any sessions at pre-defined times, only offer to delegates on an invitation only basis, and be restricted to a maximum of 15-25 people per session.

# Charges for Booth Space

The charge for booth space is calculated on the basis of a minimum of 9 square metres. The price per square metre (net of tax) is shown on the Booth Application Form and in the Exhibition Information. Additional requirements may be obtained on request to the Organisers and will incur additional charges. It is essential that the Organisers be advised of these requirements as early as possible and not later than 19 August 2022.

# Payment for Booth Space

The Exhibitor shall pay the total cost of the booth(s) allocated within 14 days of the date of the invoice issued by the Organisers. If the invoice is not paid by this date the Organisers may re-allocate the booth space to another Company without any liability to the Exhibitor. Payments must be made by bank transfer in Euro. All the Organisers' charges are exclusive of any applicable Value Added Tax, for which the Exhibitor shall be additionally liable. The Organisers shall have the right to refuse to permit the Exhibitor to occupy or use the booth until all sums due to the Organisers from the Exhibitor have been paid.

#### Cancellation or reduction of space

#### 1. CANCELLATION BY EACTS

In the event that the Annual Meeting cannot be held due to events beyond the control of EACTS and is subsequently cancelled, postponed, moved or changed due to, including, but not limited to:

- An event of "Force Majeure" meaning an event beyond the reasonable control of EACTS, which prevents EACTS from complying with any of its obligations, including but not limited to:
  - act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
  - war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo, national mourning;
  - rebellion, revolution, insurrection, or military or usurped power, or civil war;
  - contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
  - riot, commotion, strikes, go slows, lock outs or disorder closure of airports and train stations.
  - acts or threats of terrorism.
- Any reason(s) beyond EACTS's or any of its suppliers' control that prevents or substantially hinders the plan of holding the Annual Meeting.
- Any event of any potential health risk (for example, a pandemic or epidemic situation and other major health risk). EACTS' statute as an international health association compels EACTS to pay particular attention to the potential health risks for participants and their patients and to take all necessary measures, including cancellation or postponement of the Annual Meeting, in such a situation where it deems appropriate (in its sole discretion).

EACTS cannot be held liable by participants for any damages, costs, expenses or losses incurred, whether directly or indirectly, as a result of the cancellation, postponement of the Annual Meeting or if it decides to hold the Annual Meeting remotely, such as transportation costs, accommodation costs, financial losses, etc.

Under any of the above circumstances, EACTS reserves the right to retain the total charge for booth space and transfer it to the 36th EACTS Virtual Annual Meeting. EACTS shall have the right to hold the 36th EACTS Virtual Annual Meeting online with participants accessing the meeting remotely where it deems that this is the most appropriate option. However, if EACTS does not hold the 36th EACTS Annual Meeting virtually then, EACTS may have the option of either transferring the booth fee to the 2023 Annual Meeting or shall refund the fee in full.

Individuals take part in the 36th EACTS Annual Meeting at their own risk and are responsible for their own health and travel insurance arrangements.

# 2. CANCELLATION BY THE CLIENT EXHIBITION & LEARNING LAB SUITES

# Cancellation or reduction of space

Notice of cancellation of allocated booth space must be given to the EACTS Secretariat in writing at the address on the Booth Application Form. For any cancellations prior to 15 July 2022, a cancellation charge of 25% of the total charge for the booth will be made and a refund of any charges already paid in excess of this amount will be made to the Exhibitor. Cancellations received after 15 July 2022 but before 5 August 2022 will be liable to a charge of 50% of the total charge for the booth. The Organisers will endeavour to re-let the booth space not required by the Exhibitor, but if they shall be unable to do so, the Exhibitor shall remain liable to pay the full charge for the booth space allocated. The Exhibitor will be liable to pay the full charge for the booth space if notice of cancellation is received after 5 August 2022.

### Alteration to Booth Space

The Organisers shall be entitled to alter the layout if, in their opinion, this is in the general interest of the Exhibition.

# Bankruptcy or Liquidation

In the event of the Exhibitor becoming bankrupt or (being a company) entering into liquidation other than for the purpose of reconstruction or amalgamation, or having a receiver, administrator, sequestrator or trustee appointed over any of its assets, or entering into any composition or compromise with its creditors, the Organisers shall be at liberty to terminate forthwith the contract with such an Exhibitor and to cancel the allotment of booth space to the Exhibitor, and all sums paid by the Exhibitor under the contract shall be forfeited.

# Installation of Exhibits

The Exhibitor will be notified of the hours of installation of exhibits, removal of exhibits and the official opening hours of the Exhibition in the Exhibitor's Manual. All booths must be complete and ready for inspection one hour prior to the official opening time. All Booths must be open for viewing and staffed during the official opening hours. Removal of exhibits and dismantling of booths may not commence until the official closing time of the Exhibition. The Exhibitor shall remove by the time stated in the Exhibitor's Manual all exhibits, displays, booth fittings, materials and other items brought into the Exhibition Hall by the Exhibitor.

#### Agreement

The undersigned isauthorised to enter into agreements on behalf of the Exhibitor. The undersigned declares that this Exhibition Booth Application Form, together with the Termsand Conditions, as well as any other documents but not limited to the Exhibition Manual, are an integral part of the agreement and contractual relationship between EACTS Trading Company Ltd and the above mentioned Exhibitor. Furthermore the undersigned declares that he agrees to the content of the relevant documents and agrees to observe and be bound by them.

Signature:



# **Booth Construction and Arrangement**

The Exhibitor shall submit plans of his booth(s) to the Organisers no later than 6 August 2022 for approval by the venue. No display, booth fitting, or exhibit shall exceed the height specified in the Exhibitor's Manual, without the prior consent of the Organisers.

The contractors appointed by the Organisers are the only persons authorised to carry out movement of, and fixtures to, the shell scheme hired from the Organisers and to carry out any electrical installations and connections.

No exhibit shall exceed a floor loading of 500 kg per square metre without the prior written consent of the Organisers

All structures and materials, including signs, shall conform to the requirements of the Organisers as laid down by the regulations of the venue and of the event. Carpet flooring installed by the Exhibitor must be laid directly on the floor and securely taped at the edges

No storage for packing cases or packing materials is provided within the Exhibition Hall. All such cases and materials must be removed from the premises before the Exhibition opens and not brought back before the official closing time.

The Organisers and the venue reserve the right to examine and exclude any exhibit. No Exhibitor will be permitted to install display materials or exhibits which contravene safety or security regulations as laid down by the Organisers. Gangways must be kept clear and free for passage and must not be littered or obstructed.

Further rules regarding booth construction and arrangement are set out in the Exhibitor's Manual. The main objectives of the rules are to create a comfortable and open exhibition space for delegates and exhibitors alike, aiming to maintain the view through the Exhibition as free as possible, not overshadowing or obscuring the view of neighbouring booths and keeping open sided booths as accessible to exhibition traffic as possible. All exhibitors must adhere strictly to the rules.

#### Obstructions

No Exhibitor will be permitted to install his display or exhibits in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways of the Exhibition Hall. No exhibitor shall erect perimeter walling, screens or other structures that impede/obstruct the view to neighbouring booths. Perimeter walling must not extend beyond 20% of the total length of any side of the booth. Screens and/or monitors must not exceed the maximum size of 48 inches and must be sited a minimum of 1 metre from the aisles or gangways of the Exhibition Hall. The content shown must be relevant to the theme of the event, of educational value or be relative to science and medicine. Open sides must remain at least 80% unconstructed. This rule does not apply to fixtures such as reception desks, posters, etc. but to solid walls that restrict the view through the stand and block access to the delegates. Exhibitors should be aware that construction of stands at certain venues may be affected by the positioning of service outlets or pillars. In the event that a service outlet has to be shared by a neighbouring stand, Exhibitors are advised to build raised floors. Exhibitors will be advised of such a situation prior to entering a contract. There is no discount offered in such instances.

## **Noisy Exhibits**

Electrical, mechanical apparatus, video or musical/voice sound must be inaudible to neighbouring booths. Objectionable audible or visual attention-seeking devices or effects and offensive odours from exhibits are strictly prohibited.

# Dangerous Exhibits and Substances

No exhibit, working demonstration, or special display, such as lasers, which involve substances of a dangerous, explosive or objectionable nature may be brought onto the premises without prior written consent. The Exhibitor, if granted permission, must indemnify the Organisers against any claims, costs or liabilities arising from the use of such materials and must comply with all local laws, ordinances and regulations concerning the handling and disposal of such materials and bear all costs incurred in the removal and disposal of such materials. Written consent will not be granted unless the Organisers are provided with copies of an insurance policy which provides adequate cover for any claims which may be made by the Organisers under the demnity in this clause. Oily or dirty exhibits are not permitted unless specifically cleared with the Organisers prior to the Exhibition opening.

#### Conduct of Exhibitors

Upon being required to do so by the Organisers, the Exhibitor shall cease to employ at the Exhibition any servant or agent of the Exhibitor who shall be guilty of any conduct, which in the opinion of the Organisers, is prejudicial to the proper management of the Exhibition.

# Canvassing

No Exhibitor shall place signs or distribute promotional material in any area not designated for such purposes by the Organisers. Any such materials placed in non-designated areas shall be removed. No Exhibitor may conduct surveys or distribute print items, promotional samples or other materials in the exhibit hall unless it is within the parameters of his own booth space.

#### Trade Union Labour

It is recommended that all Exhibitors, contractors and sub-contractors within the halls conduct their industrial relations in accordance with good practice and observe Codes of Practice issued from time to time by the relevant authorities. Any person carrying out work contrary to the requirements of the venue and the local regulatory authorities, and of any other competent authority, will be required to stop immediately and may be directed to leave the Exhibition Hall.

#### Freight and Transport

Freight forwarding transportation and handling will be available through the official agent. Exhibits must be addressed to the appropriate booth of the exhibiting company at the Exhibition Hall. Exhibits must not be delivered to the venue before the time and date specified in the Exhibitor's Manual. Full details of the requirements for customs clearance and bonding formalities are available from the official agent.

#### Electrical Requirements

The Organisers have no responsibility for providing electrical, lighting or power services or for any failure to provide these. Orders for these services must be placed by the Exhibitor with the venue which is responsible for their delivery and installation. A schedule of these services, together with relevant charges, will be included in the Exhibitor's Manual. An Exhibitor may provide his own electrical fittings, where such fittings are in the form of made-up units, (including showcases and signs), complete and ready for connection to mains supply. All electrical installations must comply with the relevant regulations and are subject to inspection and test.

### **Booth Cleaning**

Booth cleaning is not included in the charge for booth space, but the Exhibitor is responsible to the Organisers for seeing that his booth is maintained in a clean and orderly state. Should goods be left, they will be disposed of or stored by the Organisers who will have the right to charge for such storage.

#### Fire Precautions

The Exhibitor must comply with any instructions given by the venue and the Organisers to avoid the risk of fire. All materials in constructional work and displays must be effectively fire-proofed to comply with Italian ratings. Italian law regarding fire safety is the only one applicable.

# Damage to Exhibition Buildings, Fixtures and Fittings and Shell Scheme

No painting is to be carried out in the Exhibition Halls. The fixing of display material(s) to the shell scheme will be permitted only by methods laid down by the Organisers. No nails, screws, or other fixtures may be driven into any part of the Exhibition building, including floors; nor may any part of the Exhibition Building be damaged or disfigured in any way. Should any damage occur, the Exhibitor shall be liable for reparation charges incurred.

#### Security

The Organisers will provide a site security service during the period the Exhibitor is permitted access to the Exhibition site but shall be under no liability for theft of or loss or damage to any property, equipment or materials brought onto the Exhibition site. For the purposes of security, Exhibitor lapel badges will be supplied. Badges must be worn at all times by exhibiting personnel whilst within the venue.

# Sub-Letting

Sub-letting or licensing the use of booth space is not permitted, neither may the products or services of firms not exhibiting in their own rights be promoted or displayed as exhibits, except where the Exhibitor is the SOLE selling agent for such products or firms, or express written permission has been obtained from the Organisers.

# Public Liability

The Organisers shall not be liable for any claims arising from death or bodily injury or damage to property arising in connection with the erection and dismantling of the Exhibitor's booth and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of his or the act, omission or neglect of any such person or by any exhibit, machinery, or other article of the Exhibitor or in the possession of or use of the Exhibitor or any servant or agent of his. The Exhibitor will indemnify the Organisers in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor shall effect adequate insurance in respect of all such claims, and the liability therefore assumed by the Exhibitor. Nothing in these Terms and Conditions shall exclude the Organisers' liability for death or personal injury caused by the negligence of the Organisers, its employees, sub-contractors or agents.

#### Agreement

The undersigned isauthorised to enter into agreements on behalf of the Exhibitor. The undersigned declares that this Exhibition Booth Application Form, together with the Termsand Conditions, as well as any other documents but not limited to the Exhibition Manual, are an integral part of the agreement and contractual relationship between EACTS Trading Company Ltd and the above mentioned Exhibitor. Furthermore the undersigned declares that he agrees to the content of the relevant documents and agrees to observe and be bound by them.

Signature:



#### Insurance

The Organisers do not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Exhibition premises by the Exhibitor. The Exhibitor releases from and indemnifies the Organisers against any liabilities in respect of any loss or damage to the exhibits or any other property brought to the venue and the Exhibitor shall effect insurance on a full 'All Risks' basis for a sum insured equivalent to the full value of all exhibits and other property brought to the Exhibition.

The Exhibitor shall provide proof of adequate cover to meet the insurance requirements of the clauses concerning Public Liability, Insurance of Exhibits, Postponement or Abandonment, and Failure to Vacate.

#### Failure to Vacate

If the Exhibitor, should fail to remove all his property or otherwise fail to vacate the Exhibition premises by the official move-out time, due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by the venue or any other losses and costs incurred by the Organisers as a result of the Exhibitor failing to vacate the premises by the agreed time and without prejudice to any other right or remedy of the Organisers. The Organisers will remove and may then store any property of the Exhibitor left at the Exhibition Hall by the Exhibitor after the said time and the Exhibitor shall be liable for the costs of such removal and storage and any other incidental costs incurred by the Organisers or their agents. Any such removal and storage will be at the risk of the Exhibitor.

#### Exhibitor's Manual / Order Forms

The Exhibitor's Manual will be available via the Annual Meeting website from July 2022 The Exhibitors' Manual will include (without limitation) any amended or additional rules and regulations, badge order forms, audiovisual, electrical, telephone and furniture order forms. Please review all information carefully and be aware of all required deadline dates.

The Exhibitor must comply with the terms of the Exhibitor's Manual. If there is any inconsistency between these Terms and Conditions and the provisions of the Exhibitor's Manual, the provisions of the Exhibitor's Manual shall prevail.

# Governing Law

This contract shall be governed by and construed in accordance with English Law.