

TERMS & CONDITIONS OF PARTICIPATION

- EXHIBITORS



The Gardners Trade Show is an annual event held by Gardners, encouraging networking between booksellers and publishers. With 50+ publishers from across the UK and 300+ bookseller delegates in attendance. It also brings together trade partners to promote services to retailers, and introduces booksellers to new non-book & gift ranges.

It is organised by Gardners Books, 1 Whittle Drive, Eastbourne, East Sussex, BN23 6QH.

TERMS OF REFERENCE

The Organiser - Refers to Gardners Books Limited.

The Exhibitor - refers to the publisher or trade body that has booked a stand at the event.

1. DURATION

The Gardners Trades Show 2023 takes place on Sunday 1st October for one day. Registration for delegates will open a few hours before the show. The show will open with guest speakers.

The show will close at 4.30pm.

2. EXHIBITORS

2.1 Any publisher that is a stocked partner of Gardners may come along and exhibit at the show.

2.2 Companies may not exhibit if they are the subject of bankruptcy proceedings before a court of law. If any such proceedings are initiated following registration the Organiser is to be informed without delay. The Organiser also reserves the right to refuse a stand booking if the Exhibitor has a series of outstanding payments.

3. EXHIBITS

3.1 Only stocked products and services provided by Gardners can be exhibited at

the Trade Show. Pre-orderable lines may be shown. Any lines still in negotiations to be stocked, or yet to be sold in must be agreed with the publisher buying contact prior to the show.

3.2 The exhibitor is not permitted to exhibit any works which have been banned from production or distribution in a court of law.

3.3. If request, the Organisers will decide at their own discretion whether products may be permitted which do not appear to be directly related to the trade.

3.4. Exhibitors must ensure their stand content and materials do not encroach their boundary. The floor plan is designed to adhere to all health, safety and fire guidelines. Any leak out the boundary will breach health and safety rules. The Organiser is entitled to remove items outside of the boundary without notice.

4. CONTRACTS / STAND ALLOCATION

4.1. At the point of booking your stand, and reading these terms and conditions these terms and conditions bind your application.

4.2. Provisional or unofficially submitted bookings are not valid until the official booking form, and agreement to terms and conditions has been submitted.

4.3. Shortly after the booking closure, the Organiser will provide a booking summary with details of what has been ordered.

4.4. The allocation of stand space by the Organiser cannot proceed until all applications have been assessed. It does not depend on the order in which applications have been received. Exhibitors are given the opportunity to specify any placement requests or requirements in the additional comments on the booking form. Stand spaces are assigned to you. The organiser creates the floor plan working to distribute stands fairly for all publishers, encouraging footfall to all areas on the plan. All requests will be considered and accommodated as much as possible.

4.5. The minimum space bookable is a Single Stand, at 2m (w) x 1m (d).

4.6. For safety reasons, the Organiser is entitled to relocate an exhibitor, even during the event.

4.7. Exhibitors who do not fulfil their financial obligations to the Organiser can be excluded from the show.

5. TERMS OF PAYMENT

5.1 Invoices for stand bookings and furniture hire are payable within 30 days of invoice date which will be 1st August 2023. Payment can be made as outlined below.

Bank Details:

Lloyds, 104 Terminus Road, Eastbourne, East Sussex

Account Number: 00904220

Sort Code: 30-92-86

IBAN: GB92LOYD 3092 8600 9042 20

Swift/Bic Code: LOYDGB21092

Please ensure all charges are paid by your bank when specifying the transfer.

5.2. If the exhibitor requires a purchase order number to be shown on the invoice, it is the exhibitor's responsibility to provide either at the point of booking, or no later than 20th July 2023.

5.3. If payment is not received on time, the Organiser may re-allocate the exhibition space, but the Exhibitor still remains liable for the full payment.

6. WITHDRAWAL/CANCELLATION

6.1. Exhibitors have the right to cancel their stand free of charge until 1st August 2023. Written notice of the exhibitor's intention to cancel is required in action.

In the period between the booking deadline and 27th August, a processing fee of 20% of the booking cost will be charged for.

From 28th August, 100% of the total booking cost is applicable. This is due to the fact it is not possible at this stage to replace the stand, and all printed matter will have been actioned or completed.

6.2. If the Exhibitor cancels or withdraws,

they forfeit their right to their stand space. The Organiser is entitled to sell this space to another exhibitor where possible.

6.3. If the Organiser is successfully able to sell the stand space to another exhibitor, the cancellation fees will be waived for the cancelling exhibitor, minus 20% administration fee.

7. FORCE MAJEURE/CANCELLATION

7.1. Force majeure is an external event that has a massive impact on the contractual relationship, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically feasible means, even with the utmost care that can be reasonably expected in the circumstances, e.g. natural disasters, war, strikes, acts of terror, pandemics, epidemics, as well as massive failure or disruption of traffic, supply chains and/or communication links. Force majeure entitles the contractual parties to adjust the contract or, if this is unreasonable, to withdraw from the contract. The withdrawal must be declared in writing to the other contractual party without delay, stating all circumstances that justify the impossibility. In this case, the Exhibitor shall not be entitled to compensation for any resulting damages incurred.

7.2 The Organiser is entitled to postpone, shorten, extend or cancel the event, as well as to close it temporarily, or entirely if there are compelling reasons for which they are not responsible or if force majeure requires such a measure.

7.3. Section 7.2 also applies with regards to the occurrence and further development of pandemics as defined by the UK Government. This entitles to Organiser to cancel or postpone the event even if, at the time of the decision, no reliable prognosis can be made. Any such decision will be based on a plausible estimation or the expected impact on the affected parties.

In this case, the Exhibitor shall have no claim to compensation for any resulting damages incurred.

7.4. If the event is cancelled by 13th August 2023 the Exhibitor shall be released from all payment of their booking cost.

After 13th August, a 20% fee is applicable to cover incurred costs.

7.5. If the event is postponed in its entirety, the Exhibitor will be given the option to

move their booking to the new dates, or receive a 60% refund on their booking.

8. LIABILITY/INDEMNITY

8.1. The Exhibitor has a legal obligation to implement safety precautions to protect all individuals who enter their stand.

8.2 Exhibitors will be liable for any loss or irreparable damage to the stand structure and hired display racks and tables whilst being used by them, and are liable for the value rather than hired cost.

8.3. The Exhibitor irrevocably releases the Organiser from any claims made by third parties with regards violation of laws or third party rights.

8.4. The Organiser is not liable for loss or theft of exhibited items.

8.5 Any claims the Exhibitor makes against the Organiser rising from the contractual terms must be made within 10 days, and in written form.

9. SET UP/DISMANTLING/ OCCUPATION OF STAND

9.1. The exhibition suites are available for set up from 5pm on Saturday 31st September.

9.2. Exhibitors must display their exhibits for the entire duration of the show.

9.3. Stands must not be cleared down before the official end of the event at 4.30pm. Dismantling before this time is not permitted.

9.4. Exhibitors may ship exhibition materials to the venue in advance. There will be a designated delivery window for all deliveries, and all boxes must display the provided delivery labels for clear identification by the Organiser. All boxes shipped in advance will be available on your stand for your arrival on either 31st September or 1st October. There will be a cap on the numbers of boxes being shipped to the venue, single stands 8, double stands 16, triple stands 24. Any boxes delivered outside of the allocation is subject to £5.75 handling fee per item.

9.5. Please be mindful of the number of boxes being shipped in advance, ensure these are a max of 10kg per box, as the venue staff need to move them around. Please be mindful of the space, and your footprint with regards shipping, and avoid shipping too much.

9.5. Exhibitors may leave boxes at the venue for courier collection. Where possible we ask that as few boxes as possible are left for shipping afterwards. All boxes must be collected from the venue within 2 business days after the close of the show - after this time, shipments may be destroyed. Please advise the Organiser if boxes are being left for collection and the specific details. Upon leaving your stand at the close of the show, all boxes scheduled for a collection must be left in a designated area, this will be advised on arrival.

10. CLEANING UP / GREEN POLICY

10.1. The Organiser is responsible for general cleaning of the exhibition suite during the event. The Hotel cleaning team will ensure all communal areas are maintained.

10.2. The Exhibitor will be responsible for ensure their stands are left at the close of the show, how they were found upon all arrival. All rubbish and materials will need to be disposed of accordingly. Bins will be readily available.

10.3. The venue provide a recycling facility for all shipping boxes no longer required. The Exhibitor will be required to break down all boxes no longer required, and for them to be left in the designated zones. The designated zones will be made visible on the day.

10.4. If the Exhibitor has stock or samples left at the end of the day, the Organiser is willing to take these for use by the Gardners Sales Teams. Any samples or stock being left will need to be left in the designated zones. These designated zones will be made visible on the day.

10.5. In the interest of environmental protection and sustainable show operations, the Exhibitor is obligated to minimise the use of packaging a production of waste as well as make use of recyclable packaging, decorations and advertising materials.

11. HOUSE RULES

11.1. The exhibition grounds are a the property of Leonardo Hotel in Hinckley Island. Leonardo Hotel hold authority over the exhibition grounds along with the Organiser. Therefore, exhibitors should refer to the house rules in display within the hotel.