



## Terms and Conditions for Exhibiting at Sci-Fi Ball Comic Con

### 1. Rights and Definitions

a) The Organiser reserves all rights in connection with the Sci-Fi Ball Comic Con Event.

b) In these Terms, the following expressions shall have the following meanings unless the context requires otherwise.

**“Contract”** means the contract for Stand Space at the Exhibition entered into between the Organiser and the Exhibitor, which incorporates these Terms and any other relevant document referred to in the Terms.

**“Exhibit”** means any article so described by an Exhibitor and permitted by the Organiser to be exhibited.

**“Exhibition”** or **“Sci-Fi Ball Comic Con Event”** shall mean the Exhibition known as Sci-Fi Ball Comic Con, to be held in the period of 9th July 2022, at the Meeting Rooms, 1 Marchant Rd, Hinckley LE10 0LQ United Kingdom.

**“Exhibitor”** shall include all employees, officers, sub-contractors’ representatives and/ or agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of participating in Sci-Fi Ball Comic Con.

**“Furniture”** shall mean any furniture hired by the Exhibitor from the Organiser for the duration of the Exhibition.

**“Landlords”** shall mean The Meetings Rooms, their employees, officers, sub-contractors and/or agents.

**“Organiser”** shall mean Sci-Fi Ball Comic Con, and its trustees, employees, sub-contractors, representatives and/or agents.

**“Stand Space”** shall mean the space licensed to the Exhibitor by the Organiser as allocated by the Organiser in its discretion (subject to alteration in accordance with these Terms).

**“Terms”** means the Terms and Conditions set out below.

**“Sci-Fi Ball Comic Con Office”** shall mean –

SF Ball Ltd, 28 Dorchester Gardens, Oakdale,  
Poole, Dorset. BH15 3SN United Kingdom.  
Tel: 07791700750  
Email: sales@sfball.com  
Website: www.sfbcomiccon.com

Or as otherwise advised by the Organiser to the Exhibitor from time to time.

c) The Contract (and any relevant documents referred to in these Terms) represents the entire agreement between the

Organiser and the Exhibitor in connection with the subject matter set out in the Contract.

d) These Terms are the only conditions upon which the Organiser is prepared to deal with the Exhibitor and shall govern the Contract to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered with or contained in the Exhibitor’s order, acknowledgement, acceptance note or similar document shall form part of the Contract and the Exhibitor waives any right which it might have to rely on such terms and conditions.

The headings in these Terms are for information only and do not form part of or affect the interpretation of these Terms.

### 2. Allocation and Licence of Stand Space

a) The Stand Space is licensed to the Exhibitor on a non-exclusive basis in accordance with these Terms. The term of this licence shall be for the duration of the Exhibition (and for such reasonable time spent in setting up and promptly removing the Exhibitor’s stand and other material from the Stand Space after the Exhibition has concluded in accordance with these Terms) or until the licence is otherwise terminated or cancelled in accordance with these Terms.

b) The Exhibitor is not permitted to sub-license the Stand Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Stand Space without the prior written consent of the Organiser in accordance with Clause 4 (Co-exhibitors) in these Terms.

c) In addition to the Organiser’s other rights set out in these Terms, the Organiser reserves the right to determine, and if it deems necessary, alter at any time and at its sole discretion:

- (i) the location and/or size of the Exhibition;
- (ii) the opening hours for the Exhibition;
- (iii) the term or duration of the Exhibition;
- (iv) the date or dates on which the Exhibition is to be held;
- (v) the Stand Space allocated to the Exhibitor and its location;
- (vi) the layout of the Exhibition generally;
- (vii) the entrances and exits to and from the Exhibition; and
- (viii) any and all other technical or administrative details in respect of the Exhibition.

d) use reasonable endeavours (where possible) to notify the Exhibitor of any changes or alterations to the Stand Space, its location or the Exhibition as a whole which materially and



### 3. Rights and Definitions

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b) In these Terms, the following expressions shall have the following meanings unless the context requires otherwise.

**“Contract”** means the contract for Stand Space at the Exhibition entered into between the Organiser and the Exhibitor, which incorporates these Terms and any other relevant document referred to in the Terms.

**“Exhibit”** means any article so described by an Exhibitor and permitted by the Organiser to be exhibited.

**“Exhibition”** or “Sci-Fi Ball Comic Con Event” shall mean the Exhibition known as Sci-Fi Ball Comic Con, to be held in the period of 9th July 2022, at the Meeting Rooms, 1 Marchant Rd, Hinckley LE10 0LQ United Kingdom.

**“Exhibitor”** shall include all employees, officers, sub-contractors’ representatives and/ or agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of participating in Sci-Fi Ball Comic Con.

**“Furniture”** shall mean any furniture hired by the Exhibitor from the Organiser for the duration of the Exhibition.

**“Landlords”** shall mean The Meetings Rooms, their employees, officers, sub-contractors and/or agents.

**“Organiser”** shall mean Sci-Fi Ball Comic Con, and its trustees, employees, sub-contractors, representatives and/or agents.

**“Stand Space”** shall mean the space licensed to the Exhibitor by the Organiser as allocated by the Organiser in its discretion (subject to alteration in accordance with these Terms).

**“Terms”** means the Terms and Conditions set out below.

**“Sci-Fi Ball Comic Con Office”** shall mean –

SF Ball Ltd, 28 Dorchester Gardens, Oakdale,  
Poole, Dorset. BH15 3SN United Kingdom.

Tel: 07791700750

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Or as otherwise advised by the Organiser to the Exhibitor from time to time.

c) The Contract (and any relevant documents referred to in these Terms) represents the entire agreement between the Organiser and the Exhibitor in connection with the subject matter set out in the Contract.

d) These Terms are the only conditions upon which the Organiser is prepared to deal with the Exhibitor and shall govern the Contract to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered with or contained in the Exhibitor’s order, acknowledgement, acceptance note or similar document shall form part of the Contract and the Exhibitor waives any right which it might have to rely on such terms and conditions.

The headings in these Terms are for information only and do not form part of or affect the interpretation of these Terms.

### 4. Allocation and Licence of Stand Space

a) The Stand Space is licensed to the Exhibitor on a non-exclusive basis in accordance with these Terms. The term of this licence shall be for the duration of the Exhibition (and for such reasonable time spent in setting up and promptly removing the Exhibitor’s stand and other material from the Stand Space after the Exhibition has concluded in accordance with these Terms) or until the licence is otherwise terminated or cancelled in accordance with these Terms.

b) The Exhibitor is not permitted to sub-license the Stand Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Stand Space without the prior written consent of the Organiser in accordance with Clause 4 (Co-exhibitors) in these Terms.

c) In addition to the Organiser’s other rights set out in these Terms, the Organiser reserves the right to determine, and if it deems necessary, alter at any time and at its sole discretion:

- (i) the location and/or size of the Exhibition;
- (ii) the opening hours for the Exhibition;
- (iii) the term or duration of the Exhibition;
- (iv) the date or dates on which the Exhibition is to be held;
- (v) the Stand Space allocated to the Exhibitor and its location;
- (vi) the layout of the Exhibition generally;
- (vii) the entrances and exits to and from the Exhibition; and
- (viii) any and all other technical or administrative details in respect of the Exhibition.

d) use reasonable endeavours (where possible) to notify the Exhibitor of any changes or alterations to the Stand Space, its location or the Exhibition as a whole which materially and detrimentally impact on the Exhibitor’s rights under this Agreement. The Exhibitor acknowledges and agrees that such changes and alterations may be required to be made by the Organiser to benefit and safeguard the value of the Exhibition as a whole.



e) The Organiser will use reasonable endeavours (where possible) to resolve disputes, however, the Organiser accepts no responsibility for loss or damage from an error in the Exhibitor's allocation of Stand Space or encroachment by one Exhibitor's stand into the Stand Space allocated to another.

## 5. Stand Alteration

a) The Organiser reserves the right (in its entire discretion) to modify the layout of stand sites and aisles.

b) The Organiser reserves the right (in its entire discretion) to require Exhibitors to make such alterations to their stands, or to the arrangement of Exhibits, as they reasonably feel necessary to maintain an acceptable standard of presentation or to avoid interference with the stands of other Exhibitors.

## 6. Co-exhibitors

In exceptional circumstances, the Exhibitor may, subject to obtaining the prior written approval of the Organiser, enter into an arrangement with third parties, known as Co-exhibitors, to share the whole or part of its Stand Space. When entering into such an arrangement with a Co-exhibitor, the Exhibitor shall ensure that the Co-exhibitor agrees in writing to comply with these Terms and for this purpose, the reference in these Terms to Exhibitors shall be deemed to include Co-exhibitors.

a) Only one company will be recognised as the principal stand holder (or main Exhibitor). This will be the company with which the Organiser has a contract for Stand Space. All other companies sharing that Stand Space will be referred to as Co-exhibitors.

b) The main Exhibitor will be the only company to be dealt with and invoiced by the Sci-Fi Ball Comic Con Office.

c) Where practicable Co-exhibitors' names, if supplied well in advance, will be included in published Exhibitors lists.

d) The main Exhibitor shall be jointly and severally liable for the compliance by the Co-exhibitor with these Terms and for any damage, loss, cost, charges and expenses whatsoever, caused directly or indirectly by the Co-exhibitor.

## 7. Product Promotion off and away from the Stand Space

Product, service or company promotion, including sales and leaflet distribution, off or away from the Exhibitor's Stand Space is prohibited unless the following conditions are complied with in full:

a) The Exhibitor must have the prior written approval from the Organiser for promotion off and away from their Stand Space.

Such requests for approval must be submitted in writing to the Sci-Fi Ball Comic Con Office at least 30 working days before the Sci-Fi Ball Comic Con Event.

b) The Exhibitor's request must indicate where and when, and with how many people involved at any time they wish to undertake the promotion. If the promotion includes the distribution of materials, the nature of those materials must also be described in the Exhibitor's request and approved by the Organiser.

c) The nature of the promotion activity must be non-aggressive and ultimately in good taste. The Organiser's judgement of which will be final and binding.

## 8. Product Demonstrations and Presentations

a) No Equipment may be operated which emits excessive noise or causes electrical interference or other annoyance. In this matter the decision of the Organiser is final.

b) The use of microphones and amplifiers or other public address systems on the Exhibitor's stand is strictly prohibited. The Organiser reserves the right to demand the removal of such equipment if found on a stand and/or turn off the power to the stand in question.

c) Exhibitors are not permitted to shout to attract visitors to their stands or otherwise call out from their Stand Space.

## 9. Hire of Furniture

a) The Exhibitor undertakes to return all Furniture in good condition at the end of the Exhibition.

b) The Exhibitor is responsible for the cost of making good, restoring or renewing any case of damage done to the Furniture during the hire period, howsoever caused.

c) The cost of replacing lost or damaged Furniture will be charged to the Exhibitor in full.

## 10. General Obligations of Exhibitors

Without prejudice to the other obligations of the Exhibitor under these Terms, the Exhibitor undertakes to comply with the following obligations:

a) not to Exhibit or advertise any article, thing or other matter, which in the opinion of the Organiser is of an obscene, offensive or objectionable nature;

b) not to conduct business in such a manner as to be in the opinion of the Organiser objectionable to any other Exhibitor, visitor or the Organiser;



c) not to do, cause or suffer on the Stand Space anything which shall, in the opinion of the Organiser constitute a nuisance or which may be an infringement of or occasion or render possible a forfeiture of or an endorsement on any licence held by the Organiser or the Landlords;

d) to keep good order at the Exhibition venue and not to create, cause or permit any excessive noise at the Exhibition venue or within the immediate precincts thereof which might cause annoyance to nearby residents;

e) not to do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Stand Space or the Exhibition venue or to the person or property of the Organiser, Landlord or any other Exhibitor or visitor;

f) without the Organiser's prior written consent, not to make any changes to the Exhibition venue including for instance bill posting, hacking, breaking, drilling, sticking, screwing, tacking, pinning and nailing and/or painting on or to fixtures, fittings, floors, walls, ceilings, lighting, heating, columns, gangways, stairs, seating and the like;

g) not to permit any wax, powder, water or other substance to be placed on any floor at the Exhibition venue;

h) not to permit any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides) and foul-smelling substances or radioactive sources to be brought into the Exhibition generally unless the Organiser has given its prior written consent thereto; i) to ensure that products presented, present in or sold from the Stand Space are of marketable and satisfactory quality and at all times meet the statutory and other applicable requirements and regulations including but not limited to the United Kingdom and European Union Consumer Laws with regards to safety, fair trading, price display, food and weights & measures and all Trading Standard legislation, the Organiser reserves the right to remove any product from sale deemed unsafe or unsuitable for sale;

i) to ensure that any services provided, and statements made about services provided should comply with trading standards legislation;

j) not to permit any unauthorised goods to be presented, present in, sold or given away from their Stand Space. Such unauthorised good include: items deemed as weapons (including knives, crossbows, airguns or catapults), livestock, live fish, caged birds, dogs, pets, lottery, raffle or gaming tickets, event branded souvenirs, tobacco products, adult toys or games, radio or radar equipment (without prior authorisation), age-restricted products or any other item deemed unsuitable by the Organiser or the Police. In specific circumstances exceptions may be permitted by prior written consent from the Organiser;

k) not to use open, running and/or atomised water in its Stand Space or elsewhere without the prior written consent of the Organiser;

l) to keep all entrances, exits, gangways, staircases, pass doors, open spaces and passages clear and unobstructed;

m) not to permit signs or projections to be hung over gangways or open spaces or in any way to affect neighbouring displays;

n) to remove immediately upon demand any Exhibit which in the opinion of the Organiser is outside the scope of the Exhibition;

o) to keep readily available at all times all consents, permissions and authorities issued by the Organiser required under these Terms together with all policies of insurance and produce any or all of the same to the Organiser on demand.

## 11. Exhibit Removal

a) Exhibits may not be removed from stands during show hours without prior written approval of the Organiser.

b) Should an Exhibitor fail to vacate their Stand Space or premises by the times specified by the Organiser, such Exhibitor shall be liable to indemnify the Organiser for any losses, damages, charges or costs incurred by the Organiser as a result thereof.

c) Should an Exhibitor fail to remove all litter and waste material from the immediate area of their Stand Space when vacating their Stand Space, such Exhibitor shall be liable to indemnify the Organiser for any losses, damages, charges or costs incurred by the Organiser as a result thereof and may jeopardise any future Stand Space applications.

## 12. Damage to Exhibition Areas

a) The Exhibitor is responsible for the cost of making good, restoring or renewing any case of serious dilapidation to the Exhibition venue or any part thereof caused by the Exhibitor. The Organiser will inspect every site before erection and after demolition of the stands. Dilapidation includes (by way of examples only) marks caused by paint, bolt, screw, nail holes, pin holes, adhesives, sticky tape, bluetac, carpet tape, etc. In the Exhibitor's own interest, the Exhibitor should satisfy itself as to the condition of its site both before erection of the stand and after clearance.

b) Exhibitors shall indemnify the Organiser and the Landlords against any claim made against them in respect of damage whether to the Exhibition venue structure or property or otherwise, caused by Exhibitors' stands, Exhibits or staff, or by agents acting on an Exhibitors' behalf. The Organiser and/or the



Landlord may in its discretion at the Exhibitor's account make good any damage inflicted.

### 13. Insurance and Indemnity

a) Public Liability Insurance. Exhibitors must hold Public Liability Insurance with a minimum cover of £3,000,000 (three million pounds). A copy of the relevant certificate of insurance which is valid for the Exhibition dates is to be sent electronically to the Sci-Fi Ball Comic Con Office once Stand Space allocation has been confirmed and, in any event, no later than 1st July 2022. Exhibitors are responsible for all third parties associated with their stand and for ensuring relevant insurances are held. For the avoidance of doubt, should an Exhibitor fail to provide such a certificate of insurance within the timescale specified in this clause 11 then the Organiser reserves the right to terminate the Contract in accordance with clause 22 of these Terms.

b) Third Party Claims. Except for negligence on the part of the Organiser, the Exhibitor (and not the Organiser, so far as is permitted by law) is responsible for all personal injury or death or damage to property arising in connection with the erection or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, employee, agent, licensee or invitee of his or the act, omission or neglect of any such person or by any Exhibit, machinery, or other article or object of the Exhibitor or in the possession of or use by the Exhibitor or any employee, contractor or agent of his. The Exhibitor will indemnify the Organiser in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims and for the avoidance of doubt, the Organiser shall be under no obligation to make any refund or repay any payment already made by the Exhibitor to the Organiser.

c) Exhibitors' Staff etc. and Exhibits at the Exhibition. Except for negligence on the part of the Organiser, the Organiser shall not (so far as is permitted by law) be responsible in any way for personal injury or death to the Exhibitor or his contractors, subcontractors, employees, agents, invitees or licensees howsoever caused nor for the loss of or damage to Exhibits or to other property of the Exhibitor, its contractors, sub-contractors, employees, agents, invitees or licensees howsoever caused and the Exhibitor shall bear the sole risk in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims.

d) Exhibitors to insure themselves against abandonment, cancellation etc. of the Exhibition. Exhibitors are advised to insure against costs and losses which they may incur in the event of the Exhibition being abandoned, curtailed, cancelled or suspended in whole or in part for causes not within the

Organiser's control or for the failure or inability of the Exhibitor (including its contractors, sub-contractors, employees, agents, invitees and/ or licensees) to attend all or part of the Exhibition, since the Organiser accepts no liability in any such eventuality. The Exhibitor must ensure that any Co-exhibitor is aware of the provisions of this clause 11.

e) Product Liability Insurance. Exhibitors are advised to insure against claims arising out of bodily injury and/or property damage caused by the display and/ or demonstrations of their products in whatever form or for whatever reason.

f) Certificates. An Exhibitor shall produce to the Organiser on demand certificates of insurance required by an Exhibitor to be taken out pursuant to these Terms.

g) Indemnity. The Exhibitor shall indemnify and keep the Organiser indemnified against all losses, damages, costs, charges and expenses whatsoever (including contingent, indirect or consequential loss of profit) arising from or in consequence of:

- (i) any breach by the Exhibitor of any of the terms and conditions of this Contract;
- (ii) any loss suffered by the Organiser as a result of
- (iii) default or negligence by the Exhibitor; and
- (iv) any liability to or claim by any third party including the employees, contractors, agents or invitees of the
- (v) Exhibitor arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of this Contract.

### 14. Limitation of Organiser's Liability

For the avoidance of doubt, the provisions of this Clause shall be without prejudice to and additional to the other terms and conditions of the contract.

a) If by reason of or in consequence of any Act of God, war, riots, insurrection or civil commotion, terrorism, cyber terrorism, nuclear, chemical or biological contamination, sonic boom, outbreaks of infectious or contagious diseases, illnesses or epidemics, governmental regulations, legal restrictions, national and international embargoes, strikes, labour disputes, fire, flood, tempest, cancellation or curtailment of transport to and from the Exhibition failure or neglect of any body or authority to supply electricity, power, gas or water, default of any supplier or sub-contractor, requisition of the Exhibition hall by any national or local authority or any threat thereof or any other cause beyond the control of the Organiser (including the Landlord's failing to make the Exhibition venue available for force majeure reasons), the Exhibition is cancelled, postponed, abandoned, interrupted or prematurely concluded, or held on a reduced scale or at another venue, or the Exhibitor (including its





contractors, sub- contractors, servants, officers, representatives, agents, invitees and/or licensees) is unable to attend or fails to attend all or part of the Exhibition, the Organiser shall be under no liability to the Exhibitor whatsoever including for any non-performance, delay in performance or any other loss, damage, claim, cost or expense (including any indirect or consequential loss) suffered by the Exhibitor or any other party.

b) If by reason of or in consequence of any recognised public health threats as determined by the World Health Organisation, European Centre for Disease Prevention and Control, Public Health England, UK Government departments or other health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), cancellation or curtailment of transportation facilities, or other similar occurrences beyond the control of the parties, the Exhibition attendees are prevented or dissuaded from participating in the Exhibition, or it is impossible, inadvisable, or commercially impracticable (in the sole opinion of the Organiser) to hold the Exhibition or to fully perform the terms of this Contract, the Organiser shall be under no liability to the Exhibitor whatsoever including for any non-performance, delay in performance or any other loss, damage, claim, cost or expense (including any indirect or consequential loss) suffered by the Exhibitor or any other party.

c) Except in the case of death or personal injury and except for gross negligence on the part of the Organiser,

- (i) the Organiser shall not be liable for any loss or damage, (including contingent, consequential or indirect loss or damage), cost, charge or other expense or liability arising directly or indirectly from any negligence or breach of the Contract which exceeds the amount payable by the Exhibitor under the Contract.
- (ii) any claim brought against the Organiser must be notified to the Organiser in writing within 6 months of the close of the Sci-Fi Ball Comic Con Event.

## 15. Copyrights and Patents

a) The Organiser will not be liable for any loss or damage the Exhibitor, their employees, contractors or agents may sustain in respect of the infringement of any of their copyrights arising out of his participation in the Exhibition.

b) Any item brought into the Exhibition by the Exhibitor may be subject to confiscation or other action by the local authority, trading standards, third parties or other bodies if those items breach local law or breach the intellectual property, rights of third parties or otherwise.

## 16. Rights of the Organiser and the Landlords

The Organiser and the Landlords and those authorised by them respectively have the right to enter the Exhibition premises and the Exhibitor's stand in particular at any time to execute work, repairs and alterations or for any other purposes. No compensation will be payable to an Exhibitor for damages, loss, costs, charges or other inconvenience so caused.

## 17. Security

a) The Exhibitor shall (before, during and after the Exhibition) remain responsible at all times for the Exhibitor's property and belongings. The Organiser cannot be held responsible for loss or damage to Exhibitors' or others property at any time. Exhibitors should take all possible precautions to minimise loss or damage to equipment and property. For the purposes of this clause 'Exhibitor's property' means the property of the Exhibitor and the property of its employees, agents and contractors.

b) The Exhibitor will strictly comply with all conditions and instructions relating to security matters generally given by the Organiser and/or the Landlords and the Organiser reserves the right at any time to give (whether through itself or the Landlord) the Exhibitor or any Co-exhibitor or contractor or third parties mandatory instructions regarding such matters if the fire brigade, police department or the Landlords or the Organiser itself deem it necessary in the interests of public order and safety.

c) During the Exhibition should the Exhibitor become aware of any person acting suspiciously or of any suspicious unattended packages, the Exhibitor shall advise an Exhibition steward immediately.

## 18. Health & Safety

a) Exhibitors are required to familiarise themselves with and conform with all appropriate health and safety requirements, regulations or by-laws of any government or statutory body or any local authority in force at the time of the Exhibition, as well as any general conditions of the Landlord applicable to the Exhibitor and/or its staff, contractors and agents.

b) The Landlords will provide firefighting equipment to meet local regulations for the overall layout of the Exhibition.

c) Exhibitors must comply with any reasonable requests from the Organiser and the Landlord relating to the safety, hygiene and admittance of the public to their stand.

d) Smoking of any kind, including the use of E- Cigarettes, is strictly prohibited anywhere inside the Exhibition venue.



## 19. Booking & Payment Terms

a) The Organiser will use reasonable endeavours to review applications for space within 14 days of receipt and advise the Exhibitor via email if the application for space has been successful or if the application for space has been declined. The Organiser reserves the right to decline an application for space at their absolute discretion.

b) Following a successful application for Stand Space and acceptance of these Terms, the Organiser will reserve the Stand Space for the Exhibitor and provide the Exhibitor with an event e-Invoice (in the form of a PDF) via email. Such invoices are payable (cleared funds) 14 days after the date of invoice, except for invoices raised within 8 days of the start date of the Exhibition where invoices are payable immediately.

c) The Exhibitor should make payment of invoices via BACS to the following account:

Account Name: S F BALL LTD  
Account Number: 04287576  
Sort Code: 09-01-50

d) The Organiser will only confirm the Stand Space allocation on receipt of full payment of the event invoice. Exhibitors will receive written confirmation of Stand Space allocation via email.

e) The Organiser will advise the Exhibitor of the location of their Stand Space within the Exhibition venue as soon as reasonably practicable but in any event no later than 7 days prior to the start of the Exhibition.

f) The Organiser reserves the right to charge interest at the annual rate of 8% over the base rate of Metro Bank from time to time to any account outstanding after a due date for payment. In addition, the Organiser will charge up to £100 for debt recovery costs on late payments and any reasonable compensation costs incurred, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

g) The Organiser reserves the right in its discretion to set off any sums owing from the Exhibitor against any amount owed or owing by the Organiser to the Exhibitor.

## 20. Default on Payments

The Organiser reserves the right in its entire discretion to cancel any reservation of space in the event of an Exhibitor not having paid all due rental payments (including any interest due thereon hereunder) and/or any other monies due from the Exhibitor to the Organiser (and/ or its contractors). If an Exhibitor is in debt with the Organiser and/or its contractors at the start of the build-up, they may be refused access to the Exhibition venue. For the avoidance of doubt, the Exhibitor will not be entitled to

any refund or other compensation in such circumstances.

## 21. Reduction or Cancellation of Stand Space

Cancellations of allocated stands and reductions in Stand Space contracted for must be immediately notified to the Organiser in writing. A reduction in Stand Space or subsequent re-booking after the original contract is cancelled shall be treated as a pro-rata cancellation. In addition to a £25 administration fee the following percentages of Stand Space rental cost will be charged (by way of liquidated damages) depending on the date when written notice of the cancellation is received:

- a) before 1st May 2021: 25%
- b) from 2nd May 2022 until 30th June 2022: 50%
- c) from 1st July 2022: 100%

The Exhibitor agrees that any sums payable in respect of cancellation are genuine pre-estimates of the loss and/or expense the Organiser may suffer in the event of such cancellation.

The return of any monies due from the Organiser to the Exhibitor as a result of reduction or cancellation of Stand Space will be made within 30 days of the cancellation invoice/credit note being issued.

## 22. Stand Space Not Occupied

a) Every Exhibitor shall occupy the full Stand Space area booked by them. Should an Exhibitor fail to take up the Stand Space allocated to him, the Organiser reserves the right to deal with the Stand Space so unoccupied as they think fit.

b) If an Exhibitor fails to occupy the Stand Space booked by them by the time required on the day of the event the Organiser reserves the right to reallocate or cancel the Stand Space as they see fit. No refund will be given to the Exhibitor in this instance.

## 23. Costs Incurred by Exhibitor

The Organiser reserves the right to charge the Exhibitor additional charges for any extra facilities made available to the Exhibitor by the Organiser and/or the Landlord. The Exhibitor shall indemnify the Organiser against all such costs incurred.

## 24. Termination of the Contract

Should

- a) an Exhibitor, being an individual or firm, become bankrupt or make any arrangements with his or their creditors or, being a limited company, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or have a Receiver appointed; or



- b) an Exhibitor breach any provision of these Terms; or
- c) an Exhibitor fail to pay any money due on the due date; or
- d) the Organiser have cause to believe that the financial standing of the Exhibitor has materially deteriorated in circumstances where the Organiser believes the ability of the Exhibitor to meet upcoming payments or fulfil their obligations to the Organiser is in jeopardy;

then the Contract with such an Exhibitor shall at the Organiser's election terminate forthwith, save that all rental paid shall be forfeited and the balance of the whole of the sum payable under the Contract shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Organiser against the Exhibitor in respect of any prior breach.

## 25. Verbal Agreements

Any verbal agreements concerning any aspect of the Contract or the Exhibition are not valid unless confirmed in writing by all parties.

## 26. Discretion of the Organiser

Any decision or opinion which is made or given by the Organiser in connection with these Terms shall be made or given in the Organiser's entire discretion and shall be final and binding in the absence of manifest error.

## 27. Confidentiality

The Exhibitor shall during and after termination or expiry of the Contract keep confidential all information acquired from the Organiser, which is not in the public domain, which becomes known to the Exhibitor in connection with the Contract.

## 28. Assignment

The Exhibitor shall not assign the Contract.

## 29. General

a) If any of the provisions set out in these Terms shall be found by a court to be void and/or unenforceable but would be valid and/or enforceable if some part thereof were deleted or the duration, extent or application altered or reduced, such provision shall apply with any such modification as may be necessary to make it valid and effective.

b) The Organiser shall be entitled to use the name and any relevant logo of the Exhibitor (or any Co-exhibitor) in connection with the Exhibition, (or any future Exhibition or related activity), in any promotional literature or media, or for any other reasonable use (and shall procure that any Co-exhibitor grants)

any such licence as may be required to give effect to the use by the Organiser.

c) For the avoidance of doubt, the Exhibitor has no right to use the Sci-Fi Ball Comic Con name or logo in any form without the prior written consent of the Organiser.

d) Each right or remedy of the Organiser under the Contract is without prejudice to any other right or remedy of the Organiser whether under the Contract or otherwise.

e) Failure or delay by the Organiser in enforcing or partially enforcing any provision of the Contract shall not be considered as a waiver of any of its rights under the Contract.

f) Any waiver by the Organiser of any breach by the Exhibitor or any default of the Exhibitor shall not be deemed a waiver of a subsequent breach or default.

g) The Exhibitor warrants that the person signing this Agreement on their behalf has the requisite authority to bind the Exhibitor by means of Legalesign's electronic signature system. By affixing their electronic signature hereto by means of Legalesign's electronic signature system, the signatory below acknowledges and agrees that they intend to bind the Exhibitor on behalf of whom they are signing.

h) The Exhibitor shall nominate their signatory and email address and, except where the signatory is a victim of fraud or misrepresentation, the Exhibitor and signatory agree that the electronic signature emanating from such nominated email address constitutes valid signature and shall be construed as (and given equal evidentiary weight as) the signatory having signed the document as an original in manuscript.

## 30. Third Party Rights

For the avoidance of doubt:

a) The parties hereto may by agreement rescind or vary this Contract without the consent of any third party.

b) No party may unilaterally rescind this Contract other than in accordance with its terms.

c) No party other than the Exhibitor or Organiser may enforce any rights under this Contract.

## 31. Jurisdiction

These Terms are governed by English Law. The parties submit to the exclusive jurisdiction of the English courts.