

# Terms and Conditions

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## 1 DEFINITIONS

- 1.1 "Sponsor" or "Exhibitor" means the client which can be an individual, firm or corporate body for whose benefit the Package is being provided or an agent acting on his/her behalf.
- 1.2 "Event Organiser" means Equipe Training Limited (Equipe) or other trading divisions.
- 1.3 "Package" means the event package provided by the Event Organiser as detailed on the Geotechnica & Sponsor Booking Form.
- 1.4 "Event" means Geotechnica including any part of.

## 2 GENERAL

- 2.1 Unless otherwise expressly stated the Event and Package is provided and held in mainland UK.
- 2.2 These conditions and any subsequent contract shall in all respects be construed and operated as an English contract and in conformity with the English Law.
- 2.3 The contract for the Package is to be based on the UK Contract Law except where they are amended below by the Supplier's Conditions of Contract, which shall take precedence. These Terms and Conditions shall represent the entire conditions applying to the contract and/or shall take precedence over any Terms or Conditions emanating from or referred to by the Employer. No amendments will be recognised unless specifically and mutually agreed in writing prior to the works commencing.

## 3 THE EVENT

- 3.1 The Event Organiser reserves the right to change the content of the Event, including speakers and venues without notice but will try to inform the Sponsor/Exhibitor of any material changes.
- 3.2 The Event Organiser reserves the right to cancel the Event if under subscribed.
- 3.3 Cancellation of the Event by the Event Organiser will be notified to Sponsors and Exhibitors as soon as reasonably practicable and any payments made will be repaid to the Sponsor or Exhibitor minus reasonable administration charges and costs incurred by the event organiser subject to the cancellation conditions below.
- 3.4 The Event Organiser reserves the right to change the content of the Package, including size and availability.
- 3.5 Package bookings are non transferable to other Sponsors or Exhibitors.
- 3.6 The Indoor Package spaces will be available from 14:00 Tuesday 4<sup>th</sup> July and Exhibitors shall deliver and erect on that day or before 09:00 Wednesday 5<sup>th</sup> July. Displays are not to be removed prior to 16:00 on Thursday 6<sup>th</sup> July without agreement of the Event Organiser and the Exhibitor providing suitable control measures to minimise risks.
- 3.7 The Outdoor Package spaces will be available from 12:00 Monday 3<sup>rd</sup> July and Exhibitors shall be advised of their scheduled delivery slot and prepare their stand space on the day of their delivery (either Monday 3<sup>rd</sup> or Tuesday 4<sup>th</sup>), or before 09:00 Wednesday 5<sup>th</sup> July. Displays are not to be removed prior to 16:00 on Thursday 6<sup>th</sup> July without agreement of the Event Organiser and the Exhibitor providing suitable control measures to minimise risks.
- 3.8 No transport movements are allowed within the Event site during the Event hours between 09:00 to 17:00 without agreement of the Event Organiser and the Exhibitor providing suitable control measures to minimise risks.

## 4 HEALTH AND SAFETY

- 4.1 All Exhibitors must comply with the Event Terms and Conditions and make themselves aware of the Event Risk Assessment prepared by the Event Organiser.
- 4.2 Exhibitors at the Event must address reasonably foreseeable and significant risks and show that they have taken appropriate actions. Written risk assessment shall be submitted at least 14 days before the start of the Event
- 4.3 Risk Assessments should consider all significant risks imported to the Event by the Exhibitor and will be dependent upon the nature of the display or demonstration.

Consideration of the following should be made:

### Provision and Use of Work Equipment Regulations (PUWER) 1999

ALL equipment must be assessed and controlled in accordance with the requirements of PUWER, regardless of the CE marked status. Your assessments must include, but not be limited to, stability and the risk of overturning, training and competency and any maintenance activities you anticipate. In particular your assessment must consider rotating components in accordance with Regulation 11:

- Measures must be taken to ensure people cannot enter the 'danger zone' where rotating components such as drill strings, augers, winch drums etc. are operating
- All sides of rotating drill strings and augers will be protected through the use fixed or interlocked guards. Trip wires will NOT be considered acceptable protection. There must be a maximum gap of 500mm between the bottom of the guard and the ground at all times.
- Where interlocked guards are used they must be 'fail safe' and cannot be simply overridden

### Noise

Hearing protection zones must be clearly identified in accordance with the requirements of the Control of Noise at Work Regulations 2005. In particular:

- Machinery will be turned off when not in use
- Noise sources such as power packs, engines etc. will be suitably maintained, so as to reduce noise to a level as low as is reasonably practicable
- Hearing protection zones will be identified where there is likelihood either the 'lower exposure action value' or the 'upper exposure action value' will be exceeded by the operator or visitors. Visitor's time spent in close proximity to a hearing protection zones is expected to be minimal so measures for visitors should primarily extend to consideration of 'peak sound pressure' and nuisance.
- Staff operating equipment where they are likely to exceed the upper or lower exposure action values shall be provided with suitable personal protective equipment, where exposure cannot be minimised in other ways.

### Work at height

All work at height will be risk assessed. Primary consideration must be to eliminate work at height but where it cannot be avoided, it must be:

- Risk assessed
- Planned
- Consider emergency arrangements

### Movement of vehicles

The use of moving vehicles must be minimised during the hours of the show. Where movement is required, including during demonstrations, physical measures to restrict access must be taken such as barriers and fences.

- 4.4 Exhibitors requiring the use of electrical sockets provided by the Event Organiser are responsible for providing electrical equipment which has been testing in accordance with the Provision and Use of Work Equipment Regulations, 1999 and Control of Electricity at Work Regulations, 1989.
- 4.5 Exhibitors are responsible for removing all of their equipment and disposing of all waste in accordance with current regulations.

- 4.6 All vehicles must adhere to a maximum speed limit of 15mph around the Event.
- 4.7 No alcohol is to be sold at the Event.
- 4.8 Exhibitors who carry out boring or drilling operations must obtain permission from the Event Organisers and ensure that all holes or depressions are backfilled safely and securely. At borehole locations the Exhibitor must follow the methodology provided below:
1. Discuss and agree all locations with the Event Organiser
  2. Complete a CAT Scan of the area
  3. Take a turf of approximate dimensions 0.50m x 0.50m
  4. Set aside the turf and topsoil
  5. Complete a hand excavated inspection pit to a suitable depth
  6. Upon completion of the borehole, reinstate using bentonite pellets or suitable granular fill to approx. 0.60m bgl.
  7. Complete the backfill using suitable granular fill to topsoil level
  8. Replace topsoil and turf
  9. Fill any depressions with topsoil and remove any excess spoil leaving the site as found.
- 4.9 The Event Organiser will review the risk assessments and make any suggestions for improvement.

## **5 INSURANCES**

- 5.1 Exhibitors shall maintain at their own cost, policies of insurance to cover the liability of the Exhibitor in respect of its employees, its activities at the Event and any third party or visitor who may attend the stand/display. The Exhibitor shall provide copies of insurance policies at least 14 days before the start of the Event.
- 5.2 The Exhibitor shall indemnify and keep indemnified the Event Organiser, its servants, employees and agents against all loss, damage or liability (whether civil or criminal) claims, demands, costs and expenses incurred by or made against the Event Organiser, its servants, employees or agents in respect of any loss or damage or personal injury (including death) which arises out of or in the course of or caused by the breach of these Terms and Conditions or negligent act or omission or wilful default of the Exhibitor its servants or agents in the delivery of the Services except to the extent (if any) that it was also caused or contributed to by the negligent act or omission of wilful default of the Event Organiser or its servants or agents.
- 5.3 The Event Organiser shall not be liable to the Exhibitor for any indirect or consequential loss, damage, injury or costs whatsoever.
- 5.4 The Exhibitor will be liable for any and all costs incurred due to damage and subsequent repair to the Warwickshire Event Centre or its surrounding grounds caused by delivery or collection of exhibition goods, whether direct or by the Exhibitor's haulage company.
- 5.5 All contractors, performers and exhibitors (where involved in the event) shall have insurance against third party liability risks which must be provided when requested.
- 5.6 No legal rights of recovery against contractors or exhibitors have been waived.

## **6 PAYMENT**

- 6.1 Payment without the deduction of discount or retention is required within 14 days from the date of the invoice. Overdue accounts will be subject to interest charges in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998" i.e. statutory interest.
- 6.2 Payment for the package must be received at least four weeks prior to the event.
- 6.3 Payment shall be made payable to "Equipe Training Limited".
- 6.4 The Package rates and prices are exclusive of VAT. When payment is made VAT, if appropriate, should be added at the current standard rate.



## **7 CANCELLATIONS AND REFUNDS**

- 7.1 Equipe reserves the right to cancel an event if under subscribed. In the event of an event or course being undersubscribed, Equipe will inform any registered attendees at least 5 days prior to the event taking place.
- 7.2 Should an event or course be cancelled for any reason, Equipe will accept no responsibility or liability for any pre-paid travel or accommodation fees for attending delegates.
- 7.3 Any payments made for an event cancelled by Equipe will be refunded or can be used to prioritise places on the next available course/event.
- 7.4 Exhibitor cancellation charges are as follows:
- Cancellations made more than 52 days in advance of the event will be subject to pay 5% of the original exhibition registration fee.
  - Cancellations made within 52 days of the event will be subject to pay 25% of the original exhibition registration fee.
  - Cancellations made within 28 days of the event will be subject to pay 50% of the original exhibition registration fee.
  - Cancellations made within 14 days of the event will be subject to pay 100% of the original exhibition registration fee.

## **8 COVID-19 SPECIFIC CANCELLATIONS**

- 8.1 Should Geotechnica 2023 be cancelled for COVID-19 related reasons, all exhibition stand booking fees will be 100% refunded.
- 8.2 Should Geotechnica 2023 be cancelled for COVID-19 related reasons, Equipe will accept no responsibility or liability for any pre-paid transportation, courier, travel or accommodation fees for attending delegates.