



Terms and Conditions including Stand Design Rules & Regulations

Definitions

In these Terms and Conditions:

'Agreement' means the binding contract between you and us, which will take effect under these Terms and Conditions and only under these Terms and Conditions and shall incorporate the supplementary terms of the Application Form, the Show Rate Card, the Confirmation of Space Letter and the Submissions Guidance.

'Application Form' means the form provided by us to enable you to specify the Space required by you, which you must submit to us with your Deposit to enable Space to be allocated to you.

'BMF' means the British Marine Federation whose registered office is at Marine House, Thorpe Lea Road, Egham, Surrey TW20 8BF.

'BMF Financial Year' means the financial year of the BMF which runs from 1st July to 30th June in each year.

'Build-Up' means the period during which we and the Exhibitors are building Stands and positioning Exhibits prior to the Show Opening.

'Breakdown' means the period during which we, and the Exhibitors, are deconstructing Stands and removing Exhibits following Show Closing.

'Confirmation of Space Letter' means the letter issued by us to confirm acceptance of your offer to take the Space that has been allocated to you, which shall create the Agreement, which is a binding contract between you and us for that Space.

'Deposit' means the deposit you must pay when submitting your Application Form.

'Exhibits' means any products or services which are displayed, exhibited or promoted at the Show.

'Exhibitor' means any business with Exhibits at the Show.

'Exit Schedule' means the detailed schedule for movement of Exhibits, vehicles and other property during Breakdown of the Show.

'Final Clearance Date' means the date and time for clearing your Space after Show Closing.

'Hall' means any permanent building or temporary structure inside which some Exhibitors Spaces are located, or used for hospitality (including marquees).

'Manual' means a collection of practical guidance notes we will issue to you once your Space has been allocated to you.

'Marina' means our purpose-built marina off Mayflower Park, within the Show.

'Marina Berth' means a water Space allocated to you in the Marina, for you to exhibit a boat.

'Marina Hospitality Deck' means an area of pontoon deck in the Marina specifically designated for hospitality purposes.

'Member' means a Full or Associate Member of BMF.

'Member Discount' means the discount available to BMF Members.

'Outdoor Open Space' means a Space on hard standing or compacted grassland outside.

'Payment Date' means the date(s) by which the balance of your Rent must be received by us, as specified in the Agreement.

'Perimeter' means the outside edge of a Space.

'Permission To Build Notice' means a written notice that is issued to an Exhibitor to evidence the fact that the Exhibitor has been permitted to commence the work necessary to enable the Exhibitor to commence Stand fitting and the positioning of its Exhibits at the Show.

'Person' includes any individual, firm, company or other legal entity, or any combination of them. Words implying any particular gender are not intended to be gender specific and singular words include also the plural number and vice versa.

'Platform' means a structure rising above the floor, for persons (including Visitors) to climb on.

'Rate Card' means the sheet giving details of Discounts, Payment Dates etc.

'Rent' means the sum you agree to pay us in return for our providing you Space and (where agreed) a Stand.

'Shell Space' means a Space on which we have erected a standardised Shell Stand for use by an Exhibitor.

'Shell Stand' means a Stand of a standard configuration which is provided by us in multiples of half-metre widths and which normally consists of a carpeted floor, back and side Walls, and a standard fascia panel showing the Stand number and trading name of the Exhibitor.

'Show' means the Southampton International Boat Show which we organise (usually annually) on land and water at Southampton and includes (as appropriate) references to the period of the Show, including the Build Up and Breakdown of Stands and Exhibits, and also the total area occupied by the Show, on land and water and on temporary pontoons.

'Show Closing' means the date and time when the Show finally closes to Visitors.

'Show Opening' means the date and time when the Show first opens to Visitors.

'Show Open Period' means the period each day from the Show Opening to the Show Closing during which the Show is open to Visitors.

'Small Boat Area' means the area so designated on the plans of the Show, reserved for small boats only.

'Space' means the area of the floor, pontoon, land and/or water allocated to you for the purposes of exhibiting at the Show.

'Stand' means a structure erected by us (in the case of a Shell Space) and/or by you on your Space.

'Standards' mean the minimum professional standards for design, building, cladding and decoration (including floor coverings) of Stands and related Walls, columns or other structures. Where no particular standard is specified in the Manual, the minimum standard shall be the best practice commonly adopted in the exhibition industry.



'Submission' means the submissions required to obtain a Permission to Build Notice as per this Submissions Guidance.

'Structural Calculations' means the structural calculations that you are required to provide in order to obtain your Permission to Build Notice.

'Submission Deadline' means the deadline specified in this Submissions Guidance for making Submissions to us.

'Submissions Guidance' means the guidance for Exhibitors that describes the required process for submitting plans and structural calculations for Stands, and for obtaining permissions for various Stand and exhibition items.

'Undercover Open Space' means a Space within any permanent building or temporary structure on which an Exhibitor erects its own Stand.

'Visitors' mean paying or complimentary visitors to the Show.

'Wall' means a wall forming part of a Stand, including, but not limited to, vertical walls and other walls, cladding materials, in-fills, fascias and scaffoldings, whether fixed or otherwise. It excludes balustrades.

'We' or 'Us' means Southampton International Boat Show Limited.

'You' means the Exhibitor that has completed the Application Form in order to take Space at the Show.

2. Payments

- 2.1 Space is let to you on the terms of the Agreement. We will not be bound by any contrary, different or additional terms or conditions contained or referred to in any order form from you or in correspondence or other documents no matter where they come from; nor will we agree to any addition, alteration or substitution unless expressly accepted by us in writing by a person authorised to sign on our behalf. The Agreement is created when we issue the Confirmation of Space Letter. Where there is a conflict between the Application Form and the Confirmation of Space Letter, the Confirmation of Space Letter shall prevail.
- 2.2 If you are a UK distributor or agent and are entering into this Agreement on behalf of your principal or parent company then you must provide us with a letter from that person confirming their agreement to pay all monies due. If the principal or parent company does not make payment when due then you will remain liable to pay the deposit, rent and all other monies due to us.
- 2.3 The Deposit is payable on return of your Application Form. If you do not pay your Deposit, or your Deposit cheque fails to clear then we will have no obligation to allocate Space to you. Your Deposit is only refundable if we cannot allocate Space that is acceptable to you, and we have not issued the Confirmation of Space Letter.
- 2.4 The Deposit, Rent and other sums you are required to pay to us are quoted exclusive of VAT which you must pay in addition to those sums at the prevailing rate.

- 2.5 You accept the obligation to pay the Rent appropriate to the size of your Space, as set out in the Agreement and as reduced by any applicable Discounts as laid out in the Show Rate Card. This Rent covers your payment for both Space and our provision of your Stand if we have supplied one for your use.
- 2.6 Your Rent must be paid in full by the Payment Dates or if Space is allocated to you after the Payment Dates within 14 days of the Confirmation of Space Letter. If you are allocated Space within 2 calendar months prior to the Show Opening, your Rent is due immediately.
- 2.7 If you notify us of a reduced requirement for Space in a Marina Berth after the 30th June preceding the Show you will remain liable to pay Rent for the size of the Marina Berth originally allocated. If you notify us of a reduced requirement for Space that is not a Marina Berth after the 30th June preceding the Show, you will remain liable to pay Rent for the size of the Space originally allocated, unless we are able to resell the Space, in which case you will only be liable to pay Rent on any part of that Space that has not been re-sold. If conversely you increase the size of your Space, whether it is a Marina Berth or other Space, then a supplementary invoice for the increased Space will be issued.
- 2.8 If the cheque or other payment you submit as your Deposit or in payment of Rent is refused by your bankers, we may at our discretion re-present it and then a charge of £100 plus VAT will automatically be made for each such refusal. This charge will be made irrespective of the reason, to cover our administration costs.

3. Discounts

- 3.1 you are a full Member, are up-to-date with your subscription payments and not in breach of any term of your membership of BMF at the date at which you contract for your Space, you are entitled to the Member Discount then current, and any further discount available under Paragraph 3.2 below. If you qualify for the Member Discount, notwithstanding the contents of this Paragraph 3.1, if at any time in the BMF Financial Year in which the Show takes place, you cease to be a full Member, or fail to keep up-to-date with your subscription payments, or are in breach of any term of your membership with the BMF we shall be entitled to recover the amount of the Member Discount from you and you will be invoiced for the amount of the Member Discount.
- 3.2 All other non-Member Exhibitors that contract with us are entitled to any further discount as may be available in accordance with the discount scheme in force at the date of the Agreement, full details of which are in the Show Rate Card.

4. Late Payment

- 4.1 If following the issue of the Confirmation of Space Letter, you do not pay your Rent when due, without prejudice to any other right or remedy which we have, we may do any of the following in any combination:



- 4.1.1 Withdraw any of the discounts to which you would otherwise be entitled for this Show, or any other show or exhibition staged in the current and the following BMF Financial Year and staged by us, the BMF or by any of the BMF's subsidiary or associated companies. We are authorised as their agents to do this;
- 4.1.2 Withdraw any free allocation to you of Exhibitor passes and tickets for the Show; or
- 4.1.3 Terminate or cancel the Agreement on written notice to you at any time before the Show provided that:
 - 4.1.3.1 If we are unable to re-allocate the Space you have been allocated, you will be liable to pay us the full Rent, less any amount you have already paid; and
 - 4.1.3.2 If we are able to re-allocate all or part of the Space you have been allocated, you will forfeit all sums paid to us at the date on which we terminate.
- 4.2 You agree that the amount payable by you if we terminate or cancel the Agreement for your non-payment is a reasonable estimate of the additional costs and losses we will incur from your non-payment, including but not limited to the costs of re-advertising, selling and allocating the Space, processing refunds and payments through our accounts and altering floor plans in relation to your Space and any other Space allocation affected by our termination or cancellation.

5. Termination by You

- 5.1.1 You may terminate the Agreement on written notice to us at any time before the Show, provided that:
 - 5.1.1 If we are unable to re-allocate the Space you have been allocated, you will be liable to pay us the full Rent, less the amount you have already paid; and
 - 5.1.2 If we are able to re-allocate all or part of the Space you have been allocated, you will forfeit all sums paid to us on the date on which you terminate.
- 5.2 You agree that the amount payable by you if you terminate or cancel the Agreement for your non-payment is a reasonable estimate of the additional costs and losses we will incur from your termination or cancellation, including but not limited to the costs of re-advertising, selling and allocating the Space, processing refunds and payments through our accounts and altering floor plans in relation to your Space and any other Space allocation affected by your termination or cancellation.

6. Termination by Us

- 6.1 In addition to our right to terminate for non-payment under Paragraph 4, we will be entitled to terminate the Agreement without prejudice to any other rights or remedies that we might have, and irrespective of whether the Show has opened, if:

- 6.1.1 You are in material breach of any term of the Agreement and the breach is not capable of remedy or you fail to correct the breach within the period we require in our written notice to you;
- 6.1.2 You are in repeated breach of any term of this Agreement. A repeated breach means two or more minor breaches of the same term of the Agreement; or
- 6.1.3 You or any of your principals or officers is, or are, or have been convicted of any criminal offence, found by the decision of a competent court to have been dishonest, or becomes liable under a decision of any competent court following a claim involving dishonesty, or you or any of the your principals is or are disqualified from acting as a director;
- 6.1.4 You or any of your principals or officers do anything which in our reasonable opinion, directly or indirectly adversely affects our interests or the wider interests of the BMF its Members and /or the public or Visitors;
- 6.1.5 You are an individual or partnership, you as an individual or any of the partners becomes insolvent or commits any act of bankruptcy or suffers the filing of a petition in bankruptcy or makes any arrangement or composition with creditors, or takes or suffers any similar action in consequence of a debt;
- 6.1.6 You, being an individual, suffer from a mental disorder and either are committed or detained under statutory authority or have a receiver or other person appointed to exercise powers over your property or affairs; or
- 6.1.7 You, being a corporation, enter into liquidation, either voluntary or compulsory save for the purpose of reconstruction or amalgamation, or enter into administrative receivership or an administration order is made against you, or you enter into a voluntary arrangement or make any arrangement or composition with creditors, or take or suffer any similar action in consequence of a debt.
- 6.2 If we exercise our right to terminate the Agreement during the Show, you must immediately cease to use or occupy the Space (including occupation for construction work) and you must comply with such instructions as we may give to you in relation to the Space, Stand or Exhibits or your property at the Show.
- 6.3 If we terminate the Agreement under this Paragraph 6, we may re-allocate the Space and you will be liable to pay us the full amount for the Space and any other sums owed, plus damages and plus interest that will run at a rate of 4% per annum above the base rate of the Bank of England, before as well as after judgement. Any sums already paid to us will be forfeit and not returned.

7. Provision of Space

- 7.1 In the case of a Shell Space:
 - 7.1.1 We will endeavour to erect your Stand not less than 2 days before Show Opening;



- 7.1.2 Property in your Stand will remain vested in us throughout the Show and afterwards; and
- 7.1.3 You must leave the Stand in situ after Show Closing in the same condition it was when we erected it (except for fair wear and tear).

8. Transfer, Sharing and Sub-Letting of Space

- 8.1 You must not without our express written permission:
 - 8.1.1 Transfer, assign or sublet the whole or any part of your Space or Stand;
 - 8.1.2 Permit the Space or Stand (or any part) to be used or shared by any other person for business or other advantage; or
 - 8.1.3 Make use of your Space or Stand for any purpose other than the promotion and display of Exhibits and the conduct of business with Visitors.
- 8.2 If you wish to share your Space or Stand with any bona fide business contacts or to offer facilities in your Space or on your Stand to any charity, you must first obtain our written consent. Your application for consent must be lodged in writing with us not less than two months prior to the Show Opening, giving the full name, registered address and brief details of the organisation you wish to allow to share your Space or Stand, the purpose of the intended sharing of your Space and how the organisation will either display its products or services or in the case of a charity, promote its services and seek contributions in money or kind from Visitors. We may, at our discretion, request additional information from you and the organisation to whom you propose to sub-let Space so as to satisfy ourselves of the bonafides of the organisation and the proposed sub-letting.
- 8.3 We may grant or withhold our consent to a request made under Paragraph 8.2 in our absolute discretion, and may grant our consent subject to any restrictions in relation to their activities, including data capture and the manufacturer, number and specification of the products or services displayed by your business associates or associated charity. In the case of charities, we will, in any case, only grant our consent in relation to a registered charity.
- 8.4 If we give our consent, it will be on the basis that you will be fully responsible for the actions of the other organisation and its employees or agents as though they were the actions of yourself or your personnel or agents; and that you have made it aware of all the obligations of an Exhibitor and obtained its agreement in writing to comply with them. Any act or omission by the other organisation which if committed by you would be a breach of the Agreement will be treated as your breach, and in addition will give us the right to withdraw our consent to its presence.
- 8.5 We may in our absolute discretion permit trade, regional and group associations to share their Space with or among their members, in order generally to promote such associations, regions or groups. However, in no circumstances will individual members of such associations, regions or groups be allocated a particular area of Space, nor will the Space be used to promote individual products or services.

9. Exhibits

- 9.1 We stage the Show as part of the strategic aims of our parent, the BMF, and its Members, to bring to the notice of the potential buying public as many diverse aspects of water-based activities and products as possible. Therefore, we prefer not to see a particular product, brands of products or products of a single manufacturer represented more than once at the Show. It is important that your Application Form contains ALL information requested to enable us to endeavour to ensure a particular product, brand of product or products of a single manufacturer is not exhibited on more than one Space. In the event of any dispute we shall decide, at our discretion, whether one product, brand of product or products of a single manufacturer is the same as or sufficiently similar to another product, brand of product or products of a single manufacturer to undermine the strategic aims referred to above and shall be entitled to refuse permission to exhibit any product, brand of product or products of a single manufacturer we regard to be adequately exhibited already.
- 9.2 You must specify in the Application Form the name, nature, size and all other relevant details of Exhibits (whether products, brand of product or products of a single manufacturer or services) which you propose to promote at the Show.
- 9.3 Exhibits in the designated Small Boat Area may be used to display and sell small boats. Other non small boat products may not be sold from the area.
- 9.4 You warrant us that the information contained in the Application Form is truthful and not misleading.
- 9.5 You may not display or promote at the Show (directly or indirectly) any products, brand of product or products of a single manufacturer other than those Exhibits you have specified in your Application Form and to which we have not objected.
- 9.6 In particular, you may not exhibit caravans, motor vehicles, airplane, aero-engines, cycles, motorcycles or any other road-going or flying articles, or accessories for, or components of, any of them (save only for trailers specifically designed to carry boats), without our prior written consent. Not less than six weeks before Show Opening, you must seek our specific consent. Again, even if you specified the relevant Exhibits on your Application Form, we may grant or withhold our consent in our discretion.
- 9.7 In certain circumstances a car manufacturer may have limited branding on an Exhibitor's stand and may participate in data capture promotions where their involvement is secondary to the Exhibitor's. Permission may be granted or withheld in our absolute discretion.
- 9.8 You may display an owned boat as an example of a current model of boat at the Show. You may not however display or offer for sale a second hand boat.



10. Exhibition by Manufacturers and UK Distributors

- 10.1 We will consider applications for the display of Exhibits by persons other than their manufacturers or UK distributors, but in allocating Space will give priority to their manufacturers and UK distributors.

11. Boat Hire and Charter

- 11.1 Notwithstanding Paragraph 10.1, if you wish to promote holiday boat hire or charter and are not the manufacturer or UK distributor of the boats used, you may display such boats, provided they are of the same manufacturer, type, model and specification as at least one of those you use for holiday boat hire or charter and you have our written consent.
- 11.2 Your application for consent must be lodged with us not less than two months prior to the Show Opening, and you must give us such details as we request. We may grant or withhold our consent in our absolute discretion and subject to any restriction as to the manufacturer, number or specification of boat you may display. We limit the area occupied by holiday and charter services so as not to exceed 10m² of the boat Exhibitors' areas.
- 11.3 If you are a holiday boat hirer or charterer, you may have one representative to represent you on the Space of a boat Exhibitor whose boats you use for hire or charter, provided you also have that Exhibitor's consent.

12. Promotion of other Marine Exhibitions/Shows, and Sponsorship

- 12.1 You are not permitted to exhibit or otherwise promote any marine or inland waterway exhibition or show, by any means direct or indirect, on your or any other Space, or anywhere else at the Show, without our prior written approval, which we may grant or refuse at our discretion.
- 12.2 We may enter into sponsorship arrangements for the Show. You may not arrange or permit any sponsorship (whether of your Exhibits or your attendance at the Show or otherwise), nor any marketing or advertising by a sponsor or other third party at or in relation to the Show, without our prior written consent. We may grant or withhold our consent in our absolute discretion.

13. Compliance with laws

- 13.1 You warrant that you do, and will, comply with all applicable laws and regulations relating to the sale or supply of goods and/or services, both at the Show and in the normal course of your business. Additionally, you warrant that all your Exhibits (and therefore the products and services you supply at and after the Show) will conform to all UK legislation and all EU Regulations and Directives that have been adopted by the UK (in particular, the Recreational Craft Regulations 2004).
- 13.2 Where appropriate Exhibits shall display CE Marks which comply with Schedule Four to the Recreational Craft Regulations 2004. Where Exhibits do not comply with the Recreational Craft Regulations 2004, a visible sign at least A4 size shall be

permanently displayed indicating that such products may not be marketed or put into service until they have been made to comply.

- 13.3 You confirm that you will provide comprehensive, accurate and responsible information to Visitors (including, but not limited to, prices and delivery dates).
- 13.4 You warrant that, before, during and after the Show you will (and will ensure that all your personnel, agents and contractors will), comply fully with all other relevant laws, whether national, European or local, including (but not limited to) employment protection, anti-discrimination and Health and Safety laws.
- 13.5 In the event that we discover Exhibits or promotional material which we consider do not comply with the relevant law we reserve the right to require you to remove all such Exhibits and material and if you fail to do so we may take such steps ourselves at your expense and risk and may destroy any Exhibits or materials removed. In an appropriate case we may suspend your right to Exhibit until breaches have been remedied or exercise our right under Paragraph 6 to terminate the Agreement altogether.

14. Prices and Discounts

- 14.1 It is a condition of the Agreement that you must comply with the terms of the Price Marking Order 2004. In particular all prices quoted by you must be shown in pounds sterling and must include VAT and all other taxes. If, in addition to the price in pounds sterling, you wish to quote a price in foreign currency, such price must identify the final selling price and unit price in that currency, the commission to be charged and the conversion rate. Where payment is to be made via payment card or Uniform Eurocheque it must be clearly stated that such price and conversion rate will be that applied by the relevant payment scheme.
- 14.2 Price marking must be unambiguous, easily identifiable and clearly legible so as to be available to Visitors without the need for them to seek assistance.
- 14.3 Charges for packaging, postage or delivery must be separately and unambiguously stated in clear legible characters.
- 14.4 Any discount or special Show offers or promotions offered by you must apply throughout the period of the Show.
- 14.5 In the event that we discover Exhibits which we consider do not comply with the laws relating to Price Marking or the Agreement, or promotional material which contravenes the letter or the spirit of such laws we reserve the right to remove all Exhibits and material and to destroy the same in each case at your risk and expense. In an appropriate case we may suspend your right to exhibit until breaches have been remedied or exercise our right under Paragraph 6 to terminate the Agreement altogether.
- 14.6 All receipts provided by Exhibitors to purchasers must refer to pounds sterling and must where applicable include the Exhibitor's VAT registration number.



15. Retail Trade

- 15.1 We will use reasonable endeavours to obtain for the Show and Exhibitors, exemptions from, or relaxation of, those relevant statutory and local government provisions which relate to trading hours to the extent we deem appropriate for Exhibitors during the Show, but we give no warranties that they will be obtained.

16. Dangerous Substances and Power-Driven Exhibits

- 16.1 In the interests of safety, you must in particular comply with the requirements of the relevant Local Authority and national and European laws and regulations relating to dangerous substances and power-driven machinery. All moving parts of any machine must be suitably guarded at all times.
- 16.2 You are strictly forbidden to run internal combustion engines or electric motors, or to hold or store in your Space or elsewhere at the Show any fuel, anti-fouling, flares, paints, liquefied petroleum gases (propane, butane etc) or other pyrotechnic or inflammable products, although you are at liberty to advertise them for sale on your Space. You may however, with our permission, hold such items in any boat lying in your Marina Berth provided it is usual practice for the boat in question.
- 16.3 Fuel required for demonstration of your Exhibits must be obtained from a marina site and must not be carried to or from your Exhibits lying in your Marina Berth, other than across the water.
- 16.4 It is permissible to run electric or diesel-driven equipment (not engines) for display purposes only. Such equipment must conform to Local Authority regulations for the venue, based on noise, emissions, fuel storage and public safety. Exhibitors must request permission from us and indicate the nature and appearance of the display when submitting Stand plans. We have the right to determine the suitability of the display when you seek Stand plan approval.
- 16.5 Liquefied petroleum gases (propane, butane etc) are not permitted at the Show except with our prior permission in writing, and then only outside the Halls. LPG presents a substantial fire/explosion risk. To be granted permission, you must submit details of the appliance and why mains gas cannot be used, together with a risk assessment at least 30 days prior to the Show.
- 16.6 All liquid fuels and LPG must be used with the greatest vigilance and care and precautions must be taken against the risk of fire.

17. Transport of Exhibits and Consignment of Goods

- 17.1 You understand and agree that size and weight restrictions apply to the entrance gates, Hall floors, pontoons, bridges, loading and carrying equipment and lifts at the Show. We will provide detailed information relating to these restrictions on request.
- 17.2 You are solely responsible for ensuring that all vehicles and other equipment used for transporting

- 17.3 You must also ensure that your Exhibits arrive at, and depart from, the Show at the time and date we notify to you. You must co-operate with, and participate in, any convoy or other collective system for facilitating the movement of Exhibits to and from the Show.
- 17.4 You understand and agree that it may be necessary or desirable for us to vary such times and dates and in no circumstances will we be liable to you for any loss, damage, expense or cost incurred by you as a result.
- 17.5 You may consign Exhibits to and from the Show by rail, road or sea and must quote your Space number and the address of the Show on all documents. Carriage must be prepaid. You must ensure that a competent and responsible representative is present at the Show to receive the Exhibits and facilitate their despatch at the conclusion of the Show.

18. Customs Clearance

- 18.1 In order to prevent delays at the port or airport of entry, you may have any imported Exhibits cleared by HM Revenue and Customs at the Show. If you take advantage of this procedure, it is your responsibility to arrange for such clearance with HM Revenue and Customs and to procure that such Exhibits arrive at the Show, and are produced to HM Revenue and Customs, with seals unbroken.

19. Contracts for Services

- 19.1 In order that we may promote and facilitate quality control, security and safety, you must not provide, or seek to provide, the services of catering, lifting or mechanical handling, telephonic and internet connectivity for communications, power, water or waste disposal or other services to your Space, Stand or Exhibits or to other Exhibitors.

20. Handling of Exhibits

- 20.1 We will appoint a mechanical handling contractor, who alone will be permitted to operate cranes, fork lift trucks, service vessels or other handling equipment at the Show.
- 20.2 You must pay, direct to us or to our nominated lifting contractor, all handling charges for Exhibits and other items moved by the contractor for you. You must comply with all terms and conditions for handling that are notified to you including, but not limited to, the payment of deposits.
- 20.3 Your representative must be present during any mechanical handling of Exhibits.
- 20.4 You must confirm all relevant weights and sizes, under the signature of your representative. You are put on notice that reliance will be placed on such data, which will be deemed accurate, and that you will be accountable for any accident, damage or injury which results from any inaccuracy in the data you give.

or delivering your Exhibits, equipment and other items are capable of gaining straightforward access to the Show.



21. Electricity and Power

- 21.1 You must make arrangements direct with our nominated electrical contractor, for the supply of electricity to your Space. We will provide details when allocating your Space. Electricity you consume, and a connection charge, will be billed to you by the contractor for you to pay direct.
- 21.2 In no circumstances must you interfere with any electrical installation, except to connect apparatus to authorised plug points. If you do, or permit another to do so, we may at our discretion, have your electrical supply immediately disconnected.
- 21.3 You must not suspend, or attempt to suspend, any electrical wiring or light fittings from any overhead structure at the Show. All light fittings must be properly incorporated in the design and construction of your Stand, and all floor level lighting properly protected so as to offer no risk to people or property.
- 21.4 Electricity will be available to you from half an hour before, to half an hour after, the Show is open to Visitors each day.
- 21.5 You must ensure that all electrical equipment and appliances used on your Space (including coffee machines and kettles) have been tested and conform to the relevant health and safety regulations. Specific requirements are detailed in the health and safety bulletin which will be sent with your Confirmation of Space Letter, although we do not warrant that this bulletin is an accurate or complete statement of all regulations. In the event that the electrical system on your Space is found not to conform with that legislation, the supply will be withdrawn. The cost of tracing and repairing faults caused by defective equipment will be charged to you. Multi adaptors are not permitted.
- 21.6 The use of portable generators for supplying electricity is prohibited.
- 21.7 No form of electric heating will be permitted on your Space other than internal heating systems in boats in the Marina.

22. Catering

- 22.1 You must ensure that alcoholic beverages are consumed on your Space only in moderation, and must not permit or tolerate any alcohol abuse, nor the taking of prohibited drugs, on your Space.
- 22.2 Our nominated caterers' facilities will be clearly advised to you.
- 23 Telephone and Internet Connectivity
- 23.1 If you require a land line, telephone connection and internet connectivity, you should apply direct to the service provider using the form provided by us in the Manual.

24 Security

- 24.1 Our contractors will exclusively provide security during the Show.
- 24.2 However, the safety of your Exhibits and other property and persons remains your responsibility and we accept no liability or responsibility for any theft, losses or damage to your Space, Stand,

Exhibits or other property belonging to you or in your possession, care or control. In particular you should consider additional security measures for portable items of value.

- 24.3 You must immediately report any criminal activity, known or suspected, or suspicious packages, or any loss, theft or damage to your Exhibits or property, either to a security officer or to the Police.
- 24.4 Sheets for covering Exhibits or Spaces at the close of the Show to Visitors each day may be hired from our nominated supplier, details of which can be obtained from us on request. They must be removed and stored out of sight of Visitors each day before the published opening time of the Show to Visitors. The night sheets must be flame retardant.
- 24.5 Our contractor's security guards will take charge at all times, at all gates where access is permitted. Exhibitors must ensure that their passes are carried at all times. All passes will be considered valid only if signed and carrying a photograph of the holder. Under no circumstances are passes transferable. You will inform us promptly if any passes are lost or stolen.

25. Marine Radios and Radar

- 25.1 Any marine radio or radar you use or display at the Show must comply with all relevant regulations and licensing requirements. Radar towers may only be used by our prior written consent.

26 Build-up and Breakdown

- 26.1 We will give you reasonable notice of the Build-Up and Breakdown Schedule. You must not commence delivery, installation or arrangement of your Stand or Exhibits before the dates and times referred to in the Build-Up and Breakdown Schedule. We reserve the right to vary those dates and times but will try to give you reasonable notice of such variation. In no circumstances will we be liable for any loss or expense, which may occur as a result.
- 26.2 You must ensure that the construction of the Stand and the arrangement of Exhibits on your Space will be fully completed on or before 5 p.m. on the day before the Show Opening. The breakdown of your Stand and removal of Exhibits may not be commenced until after the Show Closing. You must ensure the complete breakdown and removal of the Stand and the removal of all your Exhibits by the date advised in the Build-Up and Breakdown Schedule. Any property remaining on your Stand after the Final Clearance Date will be subject to the terms of Paragraph 43 (Our Rights of Lien and Sale).
- 26.3 If you or your employees, agents or sub-contractors should fail to fully vacate the Show by the Final Clearance Date, for whatever reason, we will hold you fully responsible for all losses and expenses incurred by us as a result and you agree to indemnify us against all such losses and expenses.
- 26.4 Movement orders must be strictly adhered to during Build-up and Breakdown. On the last two days of Build-Up, only Exhibitors and their authorised contractors will be admitted to the Show. You must inform your personnel and contractors of this regulation and of the



fact that you will be admitted by gate security only in accordance with the Build-Up and Breakdown Schedule.

- 26.5 Children under 16 will not be permitted at the Show during the periods of Build-Up or Breakdown.
- 26.6 Where mechanical handling is required, failure to arrive at the specified time may involve delay for you and if it results in increased congestion and/or delays in moving other Exhibitors' materials, we may at our discretion invoice you a surcharge in accordance with our standard charges, of which a copy will be supplied on request.
- 26.7 If you require mechanical handling during the Breakdown period you must arrange this.

27. Attendance on Your Space

- 27.1 Your Exhibits must be promoted, displayed and exhibited in a safe and responsible way on your Space.
- 27.2 You must ensure that an appropriately responsible, competent and knowledgeable representative of yours will be present on your Space on every day of the Show, from 15 minutes before the Show is due to open to Visitors until 15 minutes after the Show closes to Visitors. Your Space and Exhibits must remain open to view throughout the Show and if you fail to open, attend or uncover your Exhibits during that period we may open and uncover your Space at your expense and risk.

3.28. Space and Stand Appearance Cleaning

- 28.1 You must maintain your Space and Stand in good order and in a clean condition.
- 28.2 You must not carry out major cleaning or maintenance of your Space or Stand whilst the Show is open to Visitors but should regularly tidy and remove rubbish during the day.
- 28.3 Chemicals used for cleaning must be brought to our attention before use, and our consent to their use obtained; we may grant or refuse consent at our absolute discretion. In any event, you must ensure that all such chemicals and the use, storage and control of same, comply with all current statutory requirements.

29. Opening Hours

- 29.1 We will notify you as soon as practicable, of the daily opening and closing times of the Show to Visitors.
- 29.2 We will have the right, at our absolute discretion, to vary the published hours. In no circumstances will we be liable for any loss or expense, which may occur as a result of such variation.
- 29.3 You must not, nor must you permit others to, enter the Show except as set out in the Agreement or otherwise agreed in writing by us.
- 29.4 For health and safety reasons, children under 16 are not permitted at the Show outside the Show Open Period, even when accompanied by parents.

30. Broadcasting

- 30.1 We may permit television or audio broadcasting transmissions, filming, photography and audio recordings at any time during the Show and may re-site your or others' Exhibits for that purpose, at our risk and expense, if so requested by the relevant producers. We will reinstate such Exhibits to their previous locations as soon as reasonably practicable.
- 30.2 We will have no liability whatsoever for the nature or content of any transmission or production.
- 30.3 If you wish to permit any television or audio broadcasting transmissions, filming, photography and audio recordings at the Show, you must first apply to our office at the Show and obtain our written consent. We will not unreasonably withhold or delay consent provided that it will not, in our opinion, inconvenience other Exhibitors or Visitors nor cause any contractual arrangements, of which we are aware, to be broken, nor, in our opinion create any danger.
- 30.4 If you request the re-siting of any other Exhibitors' Exhibits for such purposes, you must arrange it at your risk and expense and must re-instate such Exhibits to their previous locations as soon as reasonably practicable.

31. Removal or Repositioning of Exhibits on your Space

- 31.1 We may, at our discretion, require you to remove from your Space or Stand, or from the Show, any of your Exhibits or other property which in our opinion is or are dangerous, objectionable or unsuitable to be exhibited, or causes a nuisance to Visitors or other Exhibitors, or is of a poor standard, the effect of which is to bring discredit upon other Exhibitors or upon the Show.
- 31.2 We will have the right at our discretion to require you to remove from your Space or Stand, or reposition, any Exhibit or other property, if their continued display or presence will be in breach of the Agreement or if we, in our discretion, believe it to be necessary in the interests of safety or expedience.

We will have this right notwithstanding that such Exhibit has been properly described in your Application Form.

- 31.3 If, notwithstanding our request to you to remove or reposition any Exhibit or property you fail to do so, then we will have the right to do so at your expense and risk. In appropriate cases we will have the right to close your Space and Stand when the Show is open to Visitors.
- 31.4 You must not remove any Exhibit from your Space or Stand during the time that the Show is open to Visitors unless you have obtained our written consent or unless such Exhibit has been sold during the ordinary course of business at the Show. Even then, we may in our discretion refuse the removal of any particular Exhibit, and will usually do so if its removal would in our opinion affect the integrity or quality of your display or Space, or would unacceptably reduce the number and variety of Exhibits at the Show.



- 31.5 You must not change the design, colour or layout of your Space or Stand or your Exhibits following the Show Opening, without our written consent.
- 31.6 Any remedial action which we may take under this Paragraph 31 is without prejudice to our right to terminate the Agreement for your breach, under Paragraph 6.

32. Public Address and Music, Audio Video or Live Performances

- 32.1 You must not use any public address or audio system, nor permit any live performance at the Show, which causes inconvenience and/or annoyance and/or nuisance to other Exhibitors or to Visitors, or may mask any emergency announcements.
- 32.2 If you will wish to use any public address system or any audio, video or live performance on your Stand at any time during the Show, you must obtain our prior written permission, which will be granted or withheld at our absolute discretion. For live performances you must submit a full risk assessment to us at least two months prior to the start of tenancy. You must ensure that all equipment and displays are located within your Space and any demonstration does not constitute a fire or safety hazard or nuisance.
- 32.3 We will have the right to withdraw our consent to use such displays, systems or performances if, in our absolute discretion, their use is causing or will cause annoyance, inconvenience, nuisance or a hazard to other Exhibitors or Visitors, including but not limited to causing an obstruction in a gangway.
- 32.4 It is the Exhibitor's sole responsibility to obtain an appropriate licence for the playing of recorded music from the Performing Rights Society Limited (PRS) or other appropriate body, and pay the fees or royalties they require. Please complete and return the PRS Form direct to PRS. See the Manual for application forms.
- 32.5 Whilst you are solely responsible for obtaining any such PRS licence, we have arrangements with Phonographic Performance Ltd (PPL) and Video Performance Ltd (VPL) for licences to be issued through us, and licence fees to be paid to us as their agent. A PPL licence is distinct and separate from the PRS and VPL licences, and in many cases you may need all three.
- 32.6 If you intend to play music on your Space during the Show, you must:
- 32.6.1 complete and return the relevant forms in the Manual and return them direct to us;
- 32.6.2 provide accurate information and pay us the licence fees forthwith upon request;
- 32.6.3 not play music on your Stand unless you have the appropriate licence; and
- 32.6.4 indemnify us against any claim made against us for any non-payment or infringement connected with the licensing requirements for playing recorded music

33. Parking

- 33.1 You must comply precisely with any specific instructions relating to parking of vehicles.
- 33.2 Where parking facilities are provided by us, it will be on the basis that we are not liable for any loss of, or damage to, any vehicle or its contents.

34. Catalogue /Show Guide

- 34.1 We will have the exclusive right, either ourselves or by our agent or contractor, to prepare and publish the official catalogue for the Show. You must not directly or indirectly produce any printed or electronic material, which will duplicate or replace the functions of the official catalogue. All copyright in the catalogue will be vested in us.
- 34.2 You must submit a description of your Exhibits (and any photographs you want published) for incorporation in the catalogue on the form provided by us following allocation of your Space, which you must submit by the date specified in the Manual. We will have the right to exclude or amend such description or to write any description not submitted by you or to exclude any photograph.
- 34.3 Our contractor will be required to use reasonable endeavours to publish accurate information in the catalogue but we will not be liable for errors or omissions, nor for any loss, damage or consequential loss suffered by you as a result of such errors or omissions.
- 34.4 You warrant that you will own copyright in all material (including any photographs) you submit to us for inclusion in the catalogue and shall indemnify us against all costs, claims and expenses we incur should our use of such material in the catalogue give rise to a claim from a third party for breach of their copyright. You consent to their incorporation into the catalogue under our copyright.
- 34.5 We will provide one free copy of the catalogue to you at the Show.

35. Issue of Tickets and Passes

- 35.1 Admission of all Visitors to the Show will be by official tickets only and admission of all Exhibitor and contractor personnel will be by official pass only. We will be exclusively responsible for the design, printing and distribution of the official tickets and passes and will own the copyright in them. In no circumstances will you issue tickets or passes purporting to provide admission to the Show, except those provided by, and obtained from us.
- 35.2 All complimentary trade tickets and Exhibitor passes issued by the organisers are not available for re-sale to the general public.

36. Copyright, Design and Patent Protection

- 36.1 You must not photograph, draw, copy or reproduce any other Exhibitor's Exhibits or other products or property at the Show without that Exhibitor's prior written consent, unless by incidental inclusion in a work which deals primarily with your own Space and Exhibits.
- 36.2 We will have the right to permit the photographing of Exhibits at



the Show when such photographs are to be used for the purposes of promoting the Show or other boat shows or for the benefit of the marine and waterways industry.

- 36.3 The Show is an International Exhibition for the purposes of Section 2(4)(c) of the Patent Act, 1977.

37. Exhibition Layout

- 37.1 You expressly understand and agree that we have the right, in our discretion, to alter the layout of the Show should we deem it necessary in the interests of the Show, Exhibitors or Visitors, or when we deem it otherwise necessary or desirable to do so, without being liable for any loss you thereby suffer. Whilst we will make every effort not to make changes to the location of the Space finally allocated to you, you expressly understand and agree that we may, in our discretion, alter the location of your Space at any time.

38. Expulsion of Persons

- 38.1 We will have the right to expel, or to prohibit or restrict entry by, any person whose presence at the Show is (in our absolute discretion) not in your interests or in the interests of Visitors, the Show or the marine and waterways industry.

39. Insurance

- 39.1 You must effect adequate insurance cover in respect of:
- 39.1.1 loss or damage to your Exhibits and other property of yourselves, your personnel, agents, Visitors or contractors which may be in or about the Show;
 - 39.1.2 death or personal injury occasioned to any person at the Show;
 - 39.1.3 your legal liabilities to your employees arising out of, or in connection with, your participation in the Show; and
 - 39.1.4 your contractual liabilities or liability in tort or negligence.
- 39.2 Such insurance must be affected with an insurer or underwriter of repute. Your public liability cover and employer's liability cover must both be in a sum of not less than £2m in respect of each and every claim. You will, whenever required, produce to us or our agents the policy or policies of such insurance and receipts for the premiums due.
- 39.3 We may arrange an insurance scheme for Exhibitors. You may or may not use this insurance scheme, but if you do not, you must arrange your own insurance in accordance with these provisions.

40. Rule Changes

- 40.1 We reserve the right to alter or add to these Terms and Conditions (either generally or in relation to any one or more Exhibitors) if, in our discretion, such alterations or additions are necessary or desirable in the interests of the Show and/or our Exhibitors or Visitors. You must comply with any such alteration or addition as soon as we give you notice, whether such notice is provided in writing, orally or otherwise.

41. Postponement, Abandonment, Strikes, Force Majeure

- 41.1 We will not be liable to you or be deemed to be in breach of the Agreement by reason of times of opening to Visitors and Build-Up and Breakdown being changed or varied or all or part of the Show being cancelled, postponed or abandoned or being held wholly or partly in premises other than as published and/or any third party intervening and preventing or restricting access to the Show or any part of it; non-attendance or reduced attendance by Visitors at the Show or the failure or curtailment of any supplies, services or facilities afforded to you for the purposes of the Show, or our otherwise being unable to perform any of our obligations under the Agreement where such event are due to fire, explosion, riot, theft, strike, lockout, epidemic, act of God or other circumstance beyond our reasonable control

42. Liability

- 42.1 Except for any liability for death or personal injury caused by our negligence, or for fraud or any other liability that cannot be excluded or limited by law, we will not be liable, whether in contract, tort or otherwise for any:
- 42.1.1 Consequential loss,
 - 42.1.2 Indirect loss,
 - 42.1.3 Special loss,
 - 42.1.4 Incidental loss,
 - 42.1.5 Loss of profit,
 - 42.1.6 Loss of reputation or,
 - 42.1.7 Loss of contracts,
- Howsoever caused.
- 42.2 Except for liability for death or personal injury caused by our negligence, or for fraud or any other liability that cannot be excluded or limited by law, and subject to Paragraph 42.1 above, we will not be liable to you, whether in contract, tort or otherwise for any sum greater than the sums paid by you to us under the Agreement per event, or series of events.
- 42.3 Subject to Paragraph 42.1, the limit in Paragraph 42.2 shall not apply to damages or losses arising from damage to property caused by our negligence, for which a limit of £2million in aggregate shall apply.



43. Our Rights of Lien and Sale

- 43.1 If you fail to pay any sum due to us under the Agreement, by at the latest, Show Opening, we will have the right to exercise a general and/or particular lien on all or any Exhibit or other property or documents belonging to you or in your care, custody or control, until such time as all sums due under the Agreement (or any variation or modification of it) are paid.
- 43.2 If we exercise such lien, we will be entitled to sell your Exhibits and/or other property. We will give to you written notice of our intention to sell them. Such notice will confirm that they will not be sold for a period of thirty days from the date of the notice and will give details of the reasons for the intended sale, including details of any sum due and payable to us by you and details of the proposed method of sale. We will have the right to sell for whatever sum we consider to be a reasonable price and will pay to you the balance of the sums received from such sale, having first deducted all sums owing to us (including accrued interest) and all reasonable legal or other expenses (including, but not limited to, costs of storage and sale) which will result from your breach of the Agreement.
- 43.3 In addition to our rights we may, in relation to uncollected Exhibits and other property, exercise the power of sale under the Torts (Interference with Goods) Act 1977.
- 43.4 For the purpose of Paragraphs 43.1 and 43.2 only, we are irrevocably appointed your agent for the sale of your Exhibits and/or other property. You must co-operate with us in so far as may be necessary to effect the sale, including by signing any document or confirming our authority.

44. Time of the Essence

- 44.1 Time will be of the essence in respect of each term or condition of the Agreement whereby you are required to do something by a specified date or within a specified period of time.

45. Trade Marks

- 45.1 Nothing in the Agreement will give you any right to use any trade mark (whether registered or unregistered), which we, or any of our associated companies, own or use in relation to the Show for any purpose except for advertising your presence at the Show.

46. Interpretation and Notices

- 46.1 All the paragraphs and clauses of the Agreement are distinct and severable. If any of them are held to be unenforceable, illegal or void by any arbitrator, court or regulatory authority, it will not affect the validity or legality of the remaining Paragraphs. If any is held illegal or void, you and we agree to negotiate in good faith a modification so as to maintain, insofar as is practical and lawful, the intent of the Agreement.
- 46.2 We both believe the restrictions imposed on you or us by the Agreement to be reasonable in all the circumstances, for our and your protection and the protection of Visitors and other Exhibitors and contractors. However, if any part of such restrictions may be adjudged void (but would be valid if any part were deleted or if

the restrictions were reduced), the said restrictions will apply with such modification as may be necessary to make them valid and effective.

- 46.3 The expiration or termination of the Agreement, for whatever reason, will not affect those provisions, which are expressed to (or which by their nature must be understood to) operate or have effect thereafter. Termination will not affect any right of action already accrued to either party in respect of any breach of the Agreement by the other party.
- 46.4 All headings in the Agreement are for the purposes of identification only and they will not form part of, or affect the interpretation of, the Agreement.
- 46.5 The Agreement will be governed by English law in every particular, including formation and interpretation and will be deemed to have been made in England. We and you submit to the exclusive jurisdiction of the High Court of England and Wales.
- 46.6 Any amendment to the Agreement will bind you and us only if in writing and signed by a director or duly authorised executive.
- 46.7 Any notice to be given under the Agreement, by either of us to the other, will be deemed to have been duly given if sent by hand or by recorded delivery post, or by facsimile (with confirmation of connection) to our respective address or facsimile number set out in the Agreement or by email (provided there is no indication that the email has not been delivered) or such other address as either of us may later designate by written notice to the other on receipt.
- 46.8 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

47. Disputes over Admission as an Exhibitor and Disputes over the Allocation of Space.

- 47.1 Any dispute or difference between a would-be Exhibitor and us in connection with or arising out of the offer or the refusal to offer a contract for Space to include, but not limited to, disputes over admission as an Exhibitor and dispute over the allocation of space to exhibit at Southampton International Boat Show shall be dealt with in accordance with our published dispute resolution procedures. This applies both to the procedures and the strict time limits within them.

48. The Space Allocation System

- 48.1 Allocation of Space at the Show will be allocated in accordance with our published allocation procedures, a copy of which is available on request.

49. Entire Agreement

- 49.1 The Agreement contains the entire and only agreement between the parties and supersedes all previous agreements between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in



writing, save such as expressly incorporated herein. Nothing in this Paragraph 49.1 shall be deemed to exclude liability for fraudulent misrepresentation.

50. Stand Design and Construction Rules and Regulations

- 50.1 These Stand Design and Construction Rules and Regulations form part of the Terms and Conditions and are conditions of the Agreement.

51. Health & Safety

- 51.1 You must comply with the Health & Safety At Work, etc, Act 1974 and all other applicable regulations throughout the Show's tenancy. To help you, please read the general guidance outlined in the 'Health & Safety Section' in the Manual. Also refer to WWW.HSE.GOV.UK for full guidance.
- 51.2 All Exhibitors must complete a suitable and sufficient Risk Assessment and a Fire Risk Assessment and then sign and return the HS1 'Health & Safety Form' to confirm their undertaking of the Risk Assessments. This is a legal requirement and late submissions will affect your permission to exhibit at the Show. A template is included for your use, but your Risk Assessment must cover all your work activities at the Show and your safety arrangements for Visitors on and around your Stand.
- 51.3 All displays and Exhibits, including those with working, moving or otherwise dangerous parts, must be suitably guarded so as to eliminate any risk to any person, including staff, members of the public or the operator. Please see the 'Key Risk Areas' within the Health & Safety section, and especially note: It is imperative that any potential area where persons may suffer a fall from height are properly guarded, and Visitors are escorted at all times when onboard boat Exhibits at height. Plant displays must not have sharp branches or sharp leaves below 2.5m from the floor. The H&S Section will guide to other hazards, and undertake a Risk Assessment.

52. Types of Stand Space

- 52.1 If you have contracted for Shell Space, we will appoint and instruct such contractors as we see fit to construct a Shell Stand that requires no stand-fitting on your part. You must not directly or indirectly obstruct the construction of, interfere with, or otherwise alter the physical structure of the Shell Stand.
- 52.2 If you have a Shell Stand, you may instruct a designer and/or contractor to design and complete the interior only of your Stand at your own expense. We will ensure that your Stand number is displayed prominently on the Shell Stand.
- 52.3 You may use a competent contractor of your choice for the construction and erection of your Stand (unless it is a Shell Stand).
- 52.4 If you have an Open Space of up to 500 square metres, you must prominently display your Stand number in figures of 10cms high or as otherwise directed by us.

- 52.5 When erecting an outdoor Stand, you and your contractors must take special care to avoid underground electrical cables, pipes and other utilities. Great caution is required when driving pegs or stakes into the ground. A CAT Cable Locator must be used to identify cables. You will be liable for the cost of repairing any damage you or your contractors have caused to underground pipes and cables.
- 52.6 Under no circumstances during the Show Open Period may goods such as Exhibits, standfitting materials or equipment be delivered. Such deliveries may only take place either before or after the Show Open Period. During the Show Open Period, only small hand carried items may be permitted to be delivered. All other deliveries must be made outside the Show Open Period.
53. Standards

53. HEADER NEEDED

- 53.1 You must make submissions to us in accordance with the Submissions Guidance, which is incorporated by reference into these Terms and Conditions.
- 53.2 You must design and build your Stand to a professional and safe standard and maintain this standard throughout the Show so as to fully conform to these Terms and Conditions and the Stand design we approved when issuing the Permission to Build Notice.
- 53.3 General checks made as to the suitability of the Stand design pre-Show are made as a service to Exhibitors but neither we nor our agents are liable if the Stand when built does not comply with these Terms and Conditions. It is your responsibility to ensure that the Stand or the Stand design complies with these Terms and Conditions.
- 53.4 We have absolute discretion to instruct you and/or your contractors, to make improvements or changes to your Stand in order to fully conform to the Terms and Conditions or to otherwise meet the Show's standards or to be in line with the spirit of the Show. Such improvements or changes shall be made at your expense.
- 53.5 We will have the right, ourselves or through our contractors, at our absolute discretion, to alter, demolish and/or reconstruct your Stand and/or the layout of your Exhibits – or take any other necessary action – so that the Stand and/or Exhibits comply with these Terms and Conditions or otherwise meet the Show's standards or otherwise are in line with the spirit of the Show. You must, on demand, pay to us all costs and expenses that we incur in having to take such action.
- 53.6 You must ensure that the dimensions of the Space allocated to you are accurate before commencing construction of your Stand and/or setting or installing Exhibits and make all other necessary checks of your allotted Stand and/or Space considered reasonably necessary as good working practice.
- 53.7 No part of your Stand or Exhibits or property belonging to or under your control, including banners or any other item showing your logo shall protrude beyond, overhang and/or obstruct any gangway or other Stand or other Exhibitor's Space, or otherwise exceed the Perimeter of your Stand. However, boats can overhang the Perimeter of your Stand space with our specific written permission,



subject to the submission of plans within the stated deadlines to enable due consideration of Health and Safety and other issues relevant to the Show. If your boat overhangs your Perimeter it must not cause an obstruction or create a hazard to Visitors and you will be charged a full Rent for the area occupied by the overhang, with no discount.

- 53.8 Any dispute or uncertainty relating to the Perimeter, of your Stand space, signage, positioning of Exhibits, banners and logos, etc, will be determined and settled by us, and our decision will be final and binding upon you.
- 53.9 You will not change the design, colour or layout of your Space or Stand or your Exhibits following the Show Opening, without our written consent.
- 53.10 Upon request, we will provide you with the name and contact details of other Exhibitors whose Spaces will be adjacent to, or close to, yours. You are required to communicate with neighbouring Exhibitors to ensure as far as practical that there is no conflict between the layout and construction of neighbouring Stands, Spaces or Exhibits, for the benefit of the Show and Visitors and to help maintain the spirit of the Show. Whilst we will take all reasonable precautions to ensure that your neighbour builds and exhibits in line with these Terms and Conditions, it is your responsibility to ensure that neighbouring Stands, Exhibits, walling or features will not be detrimental to your Stand or business. We will not supply copies of Exhibitors' stand plans to other Exhibitors.
- 53.11 You shall comply with other relevant details as shown in the current version of the venue's Rules and Regulations at all times, except where superseded by these requirements herein.

54. Stand, Height Limits

- 54.1 Undercover Stands must be built to a minimum height of 2.5m, with a maximum height of 3.0m where adjacent to a Wall and 4.0m elsewhere.
- 54.2 Multi-storey Stands built on Outside Open Space may be built to a general height of 6m at our discretion. Contact us for further details and guidance. Your overall Stand height will be determined by your Structural Calculations, wind loading and Stand position. We reserve the right to enforce a lower Stand height than your application, for the good of the Show.
- 54.3 Any outdoor Exhibitor displaying boats wishing to build a Wall between them and an adjoining Stand displaying boats must include a set-back of 2m from a walkway at a maximum height of 1.2m and consult with the adjoining Exhibitor to ensure the walling is acceptable to both parties. Confirmation must be submitted in writing to us. In the event of a dispute our decision shall be final.

55. Exhibition of Boats

- 55.1 All boats exhibited on hard standing must be placed in a horizontal position, with the lowest part of the keel on the hard standing/grass/floors unless otherwise agreed in writing by us.

- 55.2 All boat cradles must be suitable and sufficient for the required load. Full structural details and/or Structural Calculations must be submitted at the same time as your Stand drawings together with an inspection certificate from an independent structural engineer. We reserve the right to exclude or insist on changes being made to any unsatisfactory or unstable boat cradle drawn to our attention.
- 55.3 Visitors must not go forward of the cockpit area externally of any boat you are exhibiting, and must be under the full control and guidance of your personnel at all times - if this is not possible, then a method of physically stopping visitors going forward on the deck must be used and higher handrail and netting may need to be fitted. It is imperative that any potential area where persons may suffer a fall from height is properly guarded.
- 55.4 Fuel is allowed only in boats exhibiting in the Marina (see Paragraph 16), and if you are exhibiting in the Marina you must ensure that:
- 55.4.1 All fuel tanks are safe and contain no more than a quarter of a tank of fuel at any one time;
- 55.4.2 Fuel tanks are securely fixed or locked shut at all times; and
- 55.4.3 Re-fuelling is not done during the Show Open Period or within the venue.
- 55.5 If you are exhibiting a boat outside the Marina, all fuel tanks must be empty or otherwise made safe, and pumps and all other pumps onboard must be disconnected for the duration of the Show.
- 55.6 All batteries must be made safe and/or if on land, disconnected. All power for internal boat display lighting, etc. must be supplied through a suitable mains transformer. All props, powered winches, anchors, drives, pumps and hatches must be physically disconnected on the boat in order to prevent Visitors inadvertently operating them. Contact the appointed electrical contractor for the Show.
- 55.7 You may erect a banner of up to 600mm wide on a yacht with a fully erected mast. The length of the banner must not exceed the vertical extremes of the forestay or backstay, and the banner must be parallel to them, below them along the whole length. If, in our opinion, a banner causes a nuisance to another Exhibitor, is detrimental to the Show, obstructs or obscures the view to other Exhibits, you must remove or reposition it upon request from us.
- 55.8 Propellers must be removed or otherwise made safe. Low-level lights and trailer tow-bars must be suitably guarded and positioned so as to avoid persons walking into or touching them. Anchors and bow-rollers must be at least 2.5m off the floor, removed, or firmly secured and not protruding over the Stand boundary.
- 55.9 Where a boat cradle sits over a duct cover or drain, then a suitable base plate should be used which overlaps the duct cover by at least 100mm. Please see the base plate regulations herein.
- 55.10 All Exhibits must be safe and guarded where necessary.
- 55.11 Only the officially appointed Show contractors are permitted to undertake boat lifting. Please use the Lifting Order Form in the Manual.



- 55.12 If in doubt, please ensure that the Boat Show's Health and Safety Advisor checks the item in question and issues his permission in writing.

56. Walling and Travel Distances

- 56.1 You must (within the Halls) construct a Wall between your Stand and any adjoining Stands to a minimum of 2.5m high, and have a suitable floor covering. Failure to do so will mean we have the right to erect a Shell Stand and/or lay floor covering and charge you accordingly for the cost incurred.
- 56.2 Adjoining Exhibitors can share the cost of their dividing Wall and have full use of their own side of the Wall.
- 56.3 Any Wall must feature a 'fair face' from all angles, appropriately decorated and finished to the full height, to our satisfaction. For Undercover Open Stands, dividing Walls above 2.5m high must feature a 'fair face', which means they must be competently decorated in a plain and single neutral colour, and without branding or logos if they overlook an adjoining Exhibitor's Space. For Outdoor Open Stands, the complete Wall must have a fair face.
- 56.4 For all Exhibitors, the maximum travel distance on the ground floor from any part of the Stand to an open side, or exit, or to a gangway, must not exceed 15m.

57. Doors: Office & Fire Doors

- 57.1 All doors should have vision panels and recessed fittings.
- 57.2 Doors and gates on emergency exit routes must open outwards, ie: in the direction of escape, clear of any steps, landings or in the public way. Such doors may therefore need to be recessed or protected so as not to foul any gangway or traffic route when open. Such doors shall be free from fastenings, other than panic bolts of a type and pattern, and installed in accordance with BS EN 1125. The number of emergency exits as required by law and identified in your risk assessment must be provided.
- 57.3 Where any door or gate is at the head or foot of stairs, a landing shall be provided between the door or gate, and the top or bottom step, or both as the case may be. The depth of the landing shall be not less than the width of the flight. Doors should be set back from the Stand edge by at least 1m.

58. Floor Coverings of Spaces in Halls

- 58.1 If your Space or Stand is not a Shell Stand, you must ensure that all visible floor areas are covered with carpet or other similar floor covering, professionally and properly laid and secured.
- 58.2 We have the right, at your expense, to carpet and/or cover any uncovered floor area of your Space visible at 12noon on the day before Show Opening. Further, we will be entitled to remove and replace at your expense any carpet or floor covering, which does not conform to these Terms and Conditions.
- 58.3 Not later than two days after Show Closing, you must remove from your Space any carpet tape used by you or your contractor. You

must only use the approved low-tack carpet tape. If you fail to do so, or fail to remove it, you will be liable to pay us our current removal and cleaning rate per metre length of sticky tape and per square metre of adhesive or other substances.

- 58.4 Floor coverings must be of non-combustible material.

59. Windows & Glass

- 59.1 Full height glazing in doors or windows must be of toughened 10mm thick panels and securely beaded all round. Such glazing must be physically protected by a handrail on one or both sides as required. Any large interrupted areas of clear glazing, especially on traffic routes and glass doors must be indicated so as to be readily apparent. Warning strips, dots or logos should be positioned at eye level so that people do not inadvertently walk into the glass.
- 59.2 All glazing must comply with the current UK Building Regulations and relevant British Standards including BS6206 and BS6262.
- 59.3 Glazing for display cabinets, etc. must be of either laminated or toughened glass.
- 59.4 Glass used in edge protection or flooring, especially on upper levels, must be of considerably stronger construction, firmly fixed and only installed by competent persons. It is suggested that glazing above head height is laminated or otherwise mechanically protected from shattering. Full height glass on upper levels may require a single handrail on the inside at 1100mm height to stop persons leaning or falling against the glass.
- 59.5 All doors on pedestrian routes and where the contents could pose a fire risk must have vision panels incorporated, of at least 150mm diameter.

Complex Structures

60. Double-deck Stands

- 60.1 Storage area walling must be solid to the full height, and finished to a high professional standard.
- 60.2 Double-deck stands must be constructed of appropriate materials and arranged as follows:
- 60.2.1 The travel distance from any part of an upper storey to the top of a staircase must not be greater than 12m. If it is, then you must provide two separate exits from each storey, together with additional exits as may be necessary. These secondary 'means of escape' staircases must be sited remotely from each other at the extremities of the stand so as to obviate dead ends. Please also see 'Safety in Stair Design'.
- 60.2.2 Stairs leading from upper floor to the ground floor must be recessed a minimum distance of 1m from public gangway and lead directly off the Stand unobstructed.
- 60.2.3 Ceilings, other than to the topmost storey, must be of solid, load-bearing construction.



- 60.2.4 Stands within 2m laterally of a raised tier or staircase, or bridge from which articles could be dropped, must construct a solid ceiling of inherently non-flammable material. The cost of the ceiling must be covered by you. Treated fabric may be permitted to single-storey portions of stands if not exposed to the risk of fire from lighted articles dropped from above, and must permit water from any fire sprinkler system to penetrate through to the stand below.
- 60.2.5 Enclosed offices or small coatrooms formed beneath the upper floor of a multi-storey stand must be lined throughout with non – combustible fire resisting material or blanked off entirely. Flammable or hazardous material, brochures etc, must not be stored under stairs. You must fit a smoke alarm, fire extinguishers and a 'No Smoking' sign.
- 60.2.6 Where, because of site restrictions or practical planning difficulties, a dead end on an upper level cannot be avoided, the maximum distance in a dead end to either the nearest staircase or the nearest exit from the stand to a point from which escape is available in separate directions to alternative exits must not exceed 12m.
- 60.2.7 Each level must have minimum headroom of at least 2.3m and stairs must have minimum headroom of 2.06m measured vertically from the nosing of the tread, or the line of pitch.
- 60.2.8 All such exits, enclosed areas and escape routes shall feature maintained illuminated fire exit signs clearly showing the direction off of the Stand, conforming to BS2560 or BS5499.
- 60.2.9 Standard domestic smoke alarms (battery or mains operated) shall be placed on all levels underneath the top floor, and in occupied and unoccupied rooms to facilitate an early warning. You must test all batteries daily. Also see Paragraph 82: Fire Precautions.

61. Staircases, Steps and Ramps

- 61.1 Steps up to boats and stairs on stands must be safe to use and comply with all legal requirements. You are fully responsible for the safe use of your steps and stairs. All steps and stairs of any height shall comply with the following:
- 61.1.1 Boat steps, as supplied when sold with your boat, may not be suitable for a high volume of use by the visiting general public. All steps must meet the tread, riser and handrail requirements set out herein. If in doubt, please call us for advice.
- 61.1.2 Single steps or self-standing steps of any number of risers must be stable and secured to the Stand, or to the boat Exhibit itself. Please note that bolting to the floor is not allowed. All such steps should feature a handrail on both sides where that side is open, in order to safeguard against falls. Where one side of the steps meets the boat, then a handrail on the open side must be fitted and there must be no gap between the steps and the boat. If there is, then a kickboard of at least 150mm high must be fitted.
- 61.1.3 Under no circumstances must ladders or any other means of unapproved access be used for Visitors to gain access to your boats, Exhibits or Stand.

Public access staircases on Stands

- 61.1.4 A continuous handrail is required on both sides where practicable (please see chart) if the staircase is wider than 1200mm.
- 61.1.5 It is recommended that all single staircases designed for public use should be at least 1200mm wide. If this can not be achieved in your Stand design you should contact us to discuss. All staircases must be well lit at all times.
- 61.1.6 To comply with building regulations, you must ensure that the following items are of the following dimensions:
- | | |
|-------------------|--|
| Step tread: | Minimum of 280mm |
| Step riser | Maximum of 170mm |
| Stair handrail* | Height of 900mm-1000mm |
| Platform handrail | Height of 1100mm |
| Stair width | Minimum of 1200 |
| Number of Risers | Maximum of 12 no. if treads are between 280mm and 350mm
Maximum of 18 no. if treads are between 350mm and 425mm |
- * On open-sided staircases a standard height handrail should still be featured, but also complemented by further 'edge-protection' at a minimum 1100mm high to protect against falls from height. All stair and balcony handrails must feature non-climbable in-fills – see the handrail section for a full definition.
- 61.1.7 Where there is one high staircase up to a single boat, then you should restrict access or introduce a secondary means of escape staircase, so as to ensure that the number of people onboard can easily evacuate the stand in the event of an emergency.
- 61.1.8 Staircases wider than 1800mm wide should be divided into flights, which are not more than 1800mm wide unless prior permission has been obtained from us when such use may constitute a crowd safety hazard. Generally, a stair wider than 1800mm should be designed in flights of 'double' width and a central handrail shall be provided to each flight.
- 61.1.9 Stairs must be kept unobstructed and disperse direct to either a means of escape or the venue gangway at floor level. The route off of the stand from the bottom of any such stair shall provide unobstructed access to a gangway and the route be at least 2m wide. Note that the bottom step should be set back from the stand edge by at least 1m.
- 61.1.10 Treads and landings should not be constructed of perforated material. The space under such stairs shall not be used for storage as it is a fire risk.
- 61.1.11 We will have the right to determine any dispute in relation to the definition, measurements, and suitability of any staircase.
- 61.1.12 Toeboards should be to a minimum height of 150mm must be fitted to landings and around upper decks.



- 61.1.13 The going of the landing shall be no less than the width of the stairway.
- 61.1.14 All staircases and ramps must have a clear headroom of 2.06m minimum measured vertically from the nosing of treads, line of pitch or floor of landings. There must be no projection from the Walls.
- 61.1.15 Spiral staircases will not be permitted for public use. Any spiral staircase provided for staff use should have treads no less than 75mm wide at the narrowest point. Any helical stair should comply to recommendations of BS 5395-2 and should conform to Type E of that Standard.

Ramps

- 61.1.16 All Stands must make provision to meet and entertain the disabled as they would any other Visitor. To enable compliance with the Disability Discrimination Act, larger stands with an overall platform must fit a ramp for disabled access if physically possible. This ramp must be 1:12 gradient and non-slip. The minimum width of any ramp should be 1m. Headroom above the ramp should be 2.06m minimum. The side edges of this ramp must be guarded with a handrail and/or sign to prevent against trips, slips and falls.
- 61.1.17 Where Exhibitors have a wide ramp which leads up to a staircase, or different platform levels leading to staircases, then the top and bottom edges of those ramps, staircases or platforms must be in a contrasting colour to the rest of the Stand to help avoid slips, trips and falls.

Safety in stair design

- 61.1.18 In order to avoid people being trapped by fire or smoke, there should be an 'alternative means of escape' from any point within a stand leading to a place of safety, ie: the nearest aisle. There should be a minimum of two separate staircases leading from any Stand floor above ground level. The second staircase must be separated from the first by an angle of at least 45° plus an additional 2.5° for each metre of travel in one direction.
- 61.1.19 Because fire may render any one staircase unusable, the remaining staircase should have sufficient capacity for the total number of people needing to use it to escape (after discounting one staircase). The aggregate capacity of any staircases forming part of the 'alternative means of escape' from the upper floor of a Stand should equal or exceed the accommodation limit for that upper floor level. The aggregate capacity of several staircases is calculated by adding together the maximum numbers of people who can safely use a staircase to escape – and not by adding together the widths of various staircases. However, in the following situation, a single escape route is acceptable:
 - 61.1.19.1 The level served by the single staircase (minimum 1200mm wide) will not be occupied by more than 50 people at any one time (public, performers and staff inclusive);
 - 61.1.19.2 No part of that floor of the upper storey of a stand is more than 12 metres away from an exit stair;

- 61.1.19.3 The exit stair discharges to a hall gangway or to the ground floor where there is unobstructed access to a hall gangway; and
- 61.1.19.4 The ground floor on a Stand where the maximum travel distance from any part of that floor to a hall gangway is limited to 15m.

62. Balustrades & Handrails

- 62.1 Suitable balustrades to BS6180 must be provided on all applicable structures to protect exposed edges of staircases, landings, balconies, platforms over 170mm and flights of steps.
- 62.2 Unless otherwise permitted, all balustrades should be constructed of non-combustible material and be no less than 1100mm high. Such balustrades must be designed to resist a horizontal load of 1.5kN and forces as set out in BS6399-1.
- 62.3 Balustrades and handrails must have non-climbable infills. These should be suitable, strong, vertical infills not more than 100mm apart or solid infills. Horizontal rails are not acceptable.
- 62.4 Toe-boards to a minimum height of 150mm are required on landings and around the decks of multi-storey stands.
- 62.5 The height of a stair handrail (measured vertically from the centre of the steps and landings to its upper surface) should be no less than 900mm and no more than 1000mm. NB: Balustrading must be 1100mm minimum.
- 62.6 Handrails should be continued around landings as necessary and should not project on to the required width of a staircase for more than 100mm. Handrails should extend at least 300mm beyond the top and bottom riser of any steps, more if used at the top of boatsteps. All projecting ends should be protected to avoid injury to persons using the staircase.
- 62.7 Handrails must be designed so as to afford adequate means of support to persons using the steps or flight of stairs.

63. Use of Scaffolding on Stands

- 63.1 Where scaffolding is used in the construction of your Stand or viewing platforms and visible to Visitors, it must be painted or clad for safety and professional appearance. Such scaffolding, particularly the joint-clips, must be properly padded or protected to satisfy all safety requirements. All such scaffolding must be structurally sound, to British Standards and certified by a competent structural engineer appointed by you.
- 63.2 Stands made from scaffolding must have stairs, handrails, walls and platforms, etc, that fully comply with these Terms and Conditions and be both safe and suitable for Visitors to use.

64. Base Plates

- 64.1 Any structure that is lying on grass or loose ground or over duct covers must have 12mm thick Grade 43a steel base plates of a minimum area of 1m² (ie: 1000mm x 1000mm). Please note your Structural Calculations will decide the exact size required.



- 64.2 Protective building paper must be provided between the base plate and the floor. The position of all base plates must be clearly shown on all drawings and referred to in the structural calculations. Base plates must fully span duct covers by at least 100mm.

65. Platforms and Fire Precautions under Platforms

- 65.1 All platforms more than 600 mm above the hard standing/grass or floors must be treated as Complex Structures and Structural Calculations submitted for them at the same time as your Stand drawings. All platforms more than 180mm high, or where a fall may occur shall be surrounded by a 150 mm high toe-board and have a 1100mm high balustrade. Balustrades must have solid in-fills (see-through in certain aisles) or vertical supports at 100 mm centres so as to be 'non-climbable' for children. We may, in our discretion, permit you instead to build a Wall.
- 65.2 For the safety of Visitors and others, you must, at all times, have regard to the highest levels of safety and work with due diligence in respect of all construction and other work.
- 65.3 You must ensure that the platform floor is built of a solid material (ie: tongue and grooved boarding of not less than 32mm thickness supported on metal or stout timber) so as to prevent objects (eg: cigarettes) from falling through to the room below. If you intend to use the area beneath a platform as an office, then the ceiling and walls of the room below must be properly fireproofed in accordance with legal requirements and suitable means of escape and a smoke alarm must be fitted, with suitable fire-fighting equipment and signage placed appropriately. Battery smoke alarms must be tested daily and you must fit a 'No Smoking' sign.
- 65.4 Storage of flammables or rubbish on or underneath any such platform is strictly forbidden.
- 65.5 Alternative means of escape and maintained illuminated emergency exit notices must be provided to BS2560 or BS5499: Part 1 to any enclosed area on the Stand.
- 65.6 If a platform or structure abuts a boat there must be no gap between. If a non-load bearing material, ie: muslin or fabric is used to fill the gaps between boats on display, it must be protected from people, especially children, climbing or stepping foot onto the fabric by suitable guarding. Additionally there must be at least one sign on the fabric stating 'DO NOT WALK ON THIS AREA' or 'KEEP OFF, NO STEP'.
- 65.7 The travel distance from any part of a platform >600mm high to the top of a staircase must not be greater than 12m. If it is, then you must provide at least two separate exits from each storey, together with additional exits as may be necessary to ensure a maximum travel distance of 12m. These secondary 'means of escape' staircases must be sited remotely from each other at the extremities of the stand so as to obviate dead ends.
- 65.8 Normal overall Stand platforms used to hide water and waste, etc, should be no more than 100mm high and feature a Stand edge in a contrasting colour to that of the aisle carpet so as to protect against slips, trips and falls.

66. Spa Baths & Water Features (inc: water tanks)

To protect against Legionnaire's Disease, you must adhere to the following:

- 66.1 Spa baths, jacuzzi's, ponds, pump displays, misting machines, humidifiers, dry ice and smoke machines, etc, must not be used without our prior written permission and have a fully operational UV filter and system in place prior to the nozzle outlet. Proof that these systems have been disinfected at the point of installation must be provided to us before the system is allowed onsite.
- 66.2 Water must be maintained at either a temperature below 20°C or heated to above 70°C at all times - from the time the receptacle is filled to the time it is emptied.
- 66.3 Filtration and water treatment tablets must be used on a daily basis, and more often if instructed by us or our appointed agent.
- 66.4 Water that supplies any display unit must not be recycled. Water should be from a mains supply and potable (ie: drinking water) and the water changed daily.
- 66.5 Water features must have a suitable bund tray installed to eliminate any leakage onto the hall floor and into floor ducts.
- 66.6 Water for either display or product demonstrations will be subject to testing for bacterial content throughout the duration of the Show by our officially appointed agent. Exhibitors featuring water on their Stand will share the costs involved in water testing.
- 66.7 Direct connections from the water mains service to a machine shall not be permitted unless a double check valve is fitted at the inlet to the machine. All vessels of this type containing water are to be fitted with either a connection in the base to a waste pipe ordered from the Show's official contractor, or a suitable connection incorporating a pump connected to a waste pipe. This is to ensure that means are always available to easily drain down the vessel in case of emergency and at the end of the Show.
- 66.8 All Exhibits and ancillary equipment containing water shall be carefully drained down at the end of the Show, in such a way that water is not discharged onto the floor. Any costs involved in dealing with water discharge onto floors, or into service ducts, or any damage caused to mains services in the service ducts or tunnels under the floor by the discharge of water, will be charged to you.

67. Neon, Flashing & Strobe Lighting (inc: Laser Displays) General

- 67.1 At least 60 days prior to the Show Opening, you must obtain our written consent (which will be granted or withheld in our absolute discretion) for the use on your Space of any flashing or interrupted lighting, laser display or other non-standard type of electrical or other illumination, as specific warning notices have to be displayed at the entrances stating that stroboscopic lighting will be operating.
- 67.2 A fireman's switch is required for all neon lighting. This must be positioned 3m above the floor so as to be out of Visitors' reach but easy for the fire brigade to find.



- 67.3 Stroboscopic lighting units shall be mounted at high level and wherever possible the beams deflected off a matt surface to reduce the glare. Strobes shall not be sited on escape routes or corridors or stairs or other changes of level.
- 67.4 Where stroboscopic effects are used in public areas, the sources shall be synchronised and locked off to operate at a fixed frequency outside the band of 4 to 50 flashes per second.
- 67.5 Laser installation and operation shall comply with the HSE Guide 'The Radiation Safety of Lasers Used for Display Purposes' HS(G)95, and only undertaken by competent persons. Lasers produce very intense light beams, which could blind; cause skins burns or even start a fire if used improperly. Even reflected beams can be dangerous. These conditions do not apply to Class 1 or Class 2 lasers.
- 67.6 Laser beams shall be at least 3m above the highest affected floor level at all times and arranged so that they cannot scan onto any member of the public, performer or staff. Supporting structures shall be rigid to avoid any accidental misalignment of the laser(s). Any mirrors shall be securely fixed in position.
- 67.7 Laser equipment, including mirrors, shall be placed out of the reach of the public.
- 67.8 The alignment of the laser installation, including any mirrors, must be checked on a daily basis by a competent person from the laser installation contractor that installed the laser.

68. Lighting Rigs & Suspended Lighting and Suspended Banners and Signs

- 68.1 The suspension of lighting rigs, signs, banners or other material from the main Hall structures or from Marina piles or other structures is not permitted.
- 68.2 All lighting rigs must comply with the relevant height limits.
- 68.3 Where adjustments to the permanent Hall lighting is required by either removal or isolation of house lights, then you must gain our permission in writing. Only adjustment of lighting within your own Stand space may be permitted after consideration of neighbouring Stands and features.
- 68.4 Where Hall lighting is adjusted or affected in any way by your Stand construction, you must ensure that you have sufficient temporary lighting on your Stand for Build-Up and Breakdown.
- 68.5 Low-level lights must be positioned behind your Stand barrier so as to be out of arms reach and/or totally enclosed or guarded to protect against burns to fingers.

69. Helium balloons

- 69.1 Only small handheld helium balloons are allowed onto Stands. Helium balloons must be firmly secured to the Stand, or weighted so that they do not float to the roof. A charge to cover retrieval will be made to you if they are found on the ceiling.

- 69.2 Only one day's use of helium may be stored on the Stand each day. Other amounts must be kept offsite. Tanks must not be filled or emptied onsite. Please notify the Show's Safety Officer should you wish to have helium on your Stand.
- 69.3 Large balloons, airships, radio-controlled flying models etc. are not permitted in the Halls. Large balloons or airships may be used outside subject to our prior written permission, which we may grant or withhold in our absolute discretion.

70. Competitions, Promotions, Advertisements, Banners and Decorations

- 70.1 You must not display or distribute advertisements or other printed matter, or in any way conduct your business, in areas other than upon your own Space. We have the right to prohibit or remove such materials at any time in our discretion, at your expense.
- 70.2 If you wish to hire a designated advertisement site at the Show, you must apply in writing to the officially nominated contractor, as specified in the Manual.

71. Filming

- 71.1 The placing of apparatus in the gangways or in front of exits for taking photographs or motion pictures or for television or radio relays shall not take place whilst the Show is open, without our express consent. A specific Risk Assessment and the 'Film & Radio Crews Safety Undertaking Form' must be received and authorised by us a minimum of 30 days prior to the event.

72. Obstruction of, and use of, Gangways

- 72.1 You must not allow your Stand, Exhibits or personnel to obstruct or impede the gangways or otherwise cause, contribute to or facilitate any obstructions to the smooth running of the Show Build-up or Breakdown. You must fully co-operate with our officers or agents and if you fail to do so, we will have the right to remove the offending Exhibit or other property or take such other action as is reasonable and necessary to safeguard the Show.

73. Storage

- 73.1 Packing cases and packing materials must be removed from the Show on or before 5pm on the last working day of Build-up, immediately prior to the first Show Open Day. Any remaining at the Show after that will be removed, disposed of, or stored by us at your expense.
- 73.2 The volume of stock, literature, cleaning materials etc you keep on your Space must be reasonable; we may at our discretion remove excess to store at your expense. No excess stock, literature or packing cases may be stored around or behind Stands.
- 73.3 You must ensure that all Show entrances, exits and fire exits are easily accessible and must not permit or acquiesce any breach of fire regulations.



74. Waste Collection

- 74.1 During the Breakdown period all Exhibitors are responsible for removing their own large items of standfitting, eg: Wall panels, carpet, surplus wood, etc. Failure to do so may result in you being liable for excess cleaning charges.

75. Damage & Dilapidation to the Venue

- 75.1 Please note that you should use only low-tack carpet tape. Do not use adhesive. You must remove from your space any carpet tape used by you or your contractor. If you fail to do so, you will be liable to pay us for removal which will be charged at the current rate per metre length.
- 75.2 Please note that you and your contractors must not:
- 75.2.1 excavate, or bolt to, the Hall floor, venue ground or dig up grass areas;
 - 75.2.2 perforate or otherwise interfere with the floors, walls, columns or ceilings;
 - 75.2.3 cut trees, hedges or fences or damage tarmac; or
 - 75.2.4 fix anything to any of them except by the methods explained in the Manual.
- 75.3 You may make use of any existing system of service boxes, service ducts or holes, floor anchors, wall hooks, ceiling bolts, fixing rails and other facilities made for that purpose. Advice and information relating to the position of such services may be obtained from us.
- 75.4 You must not affix any promotional material to any part of the Halls or anywhere at the Show, other than on your Space, unless otherwise expressly agreed in writing by us.
- 75.5 You will be held responsible for, and must have made good at your expense and without delay, all damage and dilapidation caused to the Halls, the ground, trees or any other infrastructure or any other property at the Show by you or your employees, agents or contractors.
- 75.6 You will be advised of any such dilapidation after the Breakdown of the Show. We will give you full details of your liability, together with our invoice, following our receipt of such details and invoice from our agents and contractors. Our invoice is payable on demand.
- 75.7 Exhibitors leaving excessive rubbish/stand material, especially shingle, nails, screws and stones, will be charged by us for their removal.

76. Food & Beverage

- 76.1 You should use our Official Caterer, Wise Catering. If you wish to use another catering company must first receive our written approval.

77. Sampling rules and regulations

Sampling will not be permitted without our prior written consent. If you wish to offer sampling from your Stand you should call us.

78. Liquor Licensing

- 78.1 You must apply to the Local Authority direct for a licence should you wish to sell alcohol from your Stand, and gain prior permission in writing from us. You should call us in the first instance to discuss.

79. Catering Legislation

- 79.1 If you have obtained consent to offer food or beverages you must ensure that they are offered in accordance with applicable legislation, including but not limited to:
- 79.1.1 Food Safety Act 1990: This states that it is an offence to sell food, which is not of the nature, substance or quality demanded by the consumer.
 - 79.1.2 Food Safety (General Food Hygiene) Regulations 1995: Controls the hygiene standards of food premises and require food businesses to carry out "Risk Assessment".
 - 79.1.3 Food Safety (Temperature Control) Regulations 1995: This applies to the effective temperature control of perishable and hot products. Most foods, which need to be kept cool, have to be kept below 8°C although poultry has to be kept below 4°C. Cooked food, which is kept hot, must be kept above 63°C.
 - 79.1.4 The Food Labelling Regulations 1996: This covers the labelling of foodstuffs. These regulations state that it is an offence to sell, or possess for sale, food that is beyond its "use by" date.

80. Water & Waste

- 80.1 No mains water or waste service will be connected to a Stand.
- 80.2 No paint, oils, fats, waste food, spirits, chemicals or other noxious substances shall be discharged into the drainage system. These materials shall be discharged into closed containers manufactured of material suitable for this purpose. Full details of wastes of these types are to be submitted to the Company who will make arrangements for their disposal at the cost of the Exhibitor. The cost of clearing or repairing the drainage system or making good any other damage caused by the stand effluent shall be the responsibility of the Exhibitor.

81. Fire Precautions for Construction Materials

Materials Used in Standfitting

- 81.1 You must ensure that all materials used in the construction of your Stand, signs and fascias, etc, comply with legal requirements and are selected so as to be difficult to ignite. In particular, the use of untreated plywood or sailcloth of any kind is expressly forbidden.



Timber

- 81.2 Timber used in Stand construction and displays under 25mm thick must be impregnated (pressure process) to flame-resistant BS476 Class 1 standard. Boards, plywood, hardboard, pulpboard, fibreboard and chipboard, etc, under 18mm thickness must be treated in the same way. ALL SUCH TREATED TIMBER MUST BEAR A CLEAR DISTINGUISHING MARK 'BS476 Part 7 Class 1' stamped on them. The exception to this is MDF, which is acceptable for use, due to its density although Personal Protective Equipment must be worn & adequate ventilation used when cutting MDF. Timber over 25mm thick is deemed to be inherently flame retardant and need not be treated.
- 81.3 Timber framing of Stands, counters and floors may be of natural unproofed timber of a minimum thickness of 25mm. Where natural timber is used for floors it must be close-jointed so as not to permit hot or lit objects, ie: cigarettes to fall through. The cupboards or open spaces formed beneath enclosed stairways (ie: where the risers are not open and perforated material is not used for treads and landings) shall be lined throughout with non-combustible material.

Plastic

- 81.4 All plastics used must conform to BS476, Class 1 standard. Lexan and Macralon are recommended. Perspex must not be used in stand construction.
- 81.5 Plastic and artificial foliage flowers are combustible and give off toxic fumes when burning, so must not be used for stand dressing. Silk type or dried flowers are acceptable providing they have been made flame retardant to BS476 Part 7 and BS5438 and are marked as such.
- 81.6 Sharp branches and sharp leaves must not be positioned at eye level. We reserve the right to prohibit the use of such plants in some areas.

Glass

- 81.7 Only toughened or laminated glass may be used and is subject to approval by us. All glazing must comply with the current UK Building Regulations and relevant British Standards including BS6206 and BS6262.
- 81.8 Glazing above head height must be laminated or otherwise mechanically protected from shattering. Full height glass on upper levels may require a single handrail at 1100mm height on either side where persons could lean against the glass.

Surface finishes

- 81.9 Untreated wallpaper and similar thin surface finishes, not exceeding 1mm in thickness, may be accepted, provided they are fixed firmly with an approved adhesive.

Textiles

- 81.10 Textile fabrics and other decorative material used for stand dressing, including drapes, hangings and curtains must:
- 81.10.1 be flameproof by the use of the approved chemicals, or purchased already treated in accordance with BS5438 or BS5852 and BS EN 13773 as required by law;
- 81.10.2 Fixed taut and/or in tight pleats (not draped) to a solid backing and secured at least 75 mm above floor level by a 75mm deep skirting and away from any light fittings or heat sources;
- 81.10.3 not conceal any exit signs.
- 81.11 You must produce test certificates or in the absence of a test certificate, suitable samples for any textile fabrics and other decorative materials that you intend to use, including in drapes, hangings and curtains. Materials may be tested on site to ensure they comply. If we are not satisfied that any materials meet the standards required they shall be removed from the venue.
- 81.12 Night sheets shall be of inherently non-flammable material or treated so as to render them non-flammable. Night sheets must be firmly secured in a rolled-up position where obstruction is not caused.
- 81.13 Any upholstery seating shall be required to meet the pass criteria for smouldering ignition source 0, flaming ignition source 1 and crib ignition source 5 when tested in accordance with section 5 BS 5852:19990. Note: In exceptional circumstances where materials cannot be treated with fire retardant without damage an ad hoc test may be carried out to demonstrate their non-combustibility. In such circumstances the owners of the material shall accept responsibility for resulting damage to the material. All necessary precautions shall be taken to ensure the ignition is contained and that all combustion is thoroughly extinguished on completion of the test.

Paint and Spray Applications

- 81.14 Cellulose paint and other flammable paints with a low flashpoint must not be used for Stand finishes or applied on site. Water-based finishes are acceptable
- 81.15 Fabrics and materials treated with fire-resistant solutions must not be over-painted with flammable or water-based paint.
- 81.16 Protective measures must be undertaken to ensure that no paint is spilt on any floors or splashed on walls or other parts of the buildings structure, plant or equipment. No nuisance should be caused to other persons at the Show.
- 81.17 Sprayers powered by internal combustion engines must have permission for their use gained at least 30 days prior to the event, and be fitted with suitable fire extinguishers. Sprayers using liquid fuel must be refuelled outside the halls and comply with all relevant safety legislation.



Flooring Coverings

- 81.18 Carpets, druggel, matting, crumb cloths, carpets, and other textile floor covering and under-lays must comply with BS 4790. Floor coverings shall be secured and maintained so that it will not cause a hazard. Mats shall be sunk so that they are flush with the floor of the Stand. Fixing of floor coverings may only be done with the industry standard tape. Other forms of fixing such as cable clips, nails or bolts are strictly prohibited.

82. Fire Precautions & Fire Extinguishers

- 82.1 You must permit and facilitate access at all times to all fire hydrants, fire extinguishers and fire alarms as shown on the Show floorplans. You must not move, cover, remove or otherwise interfere with any fire fighting or safety equipment.
- 82.2 You must ensure that all entrances, exits and fire exits are easily accessible and must not permit or acquiesce in any breach of fire regulations.
- 82.3 We will place a limited number of type-approved fire extinguishers in general areas, including the Marina, for the duration of the Show. However, Exhibitors and contractors must ensure that they have the correct type fire extinguishers for the specific work they are doing. Fire extinguishers may be ordered from the official contractor using the form provided at the back of the Manual.
- 82.4 All stands with offices under the main platform must be fitted with smoke alarms, maintained illuminated fire exit signs (directional) and fire extinguishers.
- 82.5 A Competent person on the Stand must be the designated fire marshal.
- 82.6 The designated fire marshal must see that all fire control measures are implemented especially a system to raise the alarm and evacuate the stand in an emergency. On double-deck stands then a simple fire break glass unit connected to a siren must be fitted. You must train your staff to help Visitors off the Stand when they hear the alarm.
- 82.7 A system to ensure that all persons (staff and Visitors) have evacuated your Stand in an emergency must be in place. You should record all staff upon arrival (with their mobile phone numbers) so you can easily check them off once the stand has been evacuated. Your fire marshal may be the designated person to check whether all boats and offices (if safe to do so) are clear if an alarm has been raised. Ring for advice and also see our Double Deck Fire Strategy Advice Sheet.

83. Hot Work

- 83.1 Any work involving naked flames and sparks including soldering, welding, oxy-acetylene cutting, grinders, LPG burners, blowlamps or other open flames used in heat-shrinking processes requires a Hot Work Permit. You must gain this Permit from the Health & Safety Officer on site to ensure that all safety measures are in place prior to work commencing.

84. Marina Exhibitors - Rules & Regulations

- 84.1 If you are a Marina exhibitor you must comply with these requirements: strict controls on the demonstration of boats will be enforced at the Show. Failure to comply with any of the requirements will result in your being prohibited from demonstrating. Please also refer to the Marina Section in the Manual.
- 84.2 Marina Exhibitors shall remember that at all times they are berthed in water which is under the jurisdiction of Associated British Ports. They will observe to the letter all rules and regulations submitted to them and applied by the Harbour Master, and our Marina Manager, in whom shall be vested authority to decide on any and all course of action as and when the necessity arises. The Marina Manager's decision is final and Exhibitors will not at any time approach persons other than the Marina Manager on any matter regarding the Marina.
- 84.3 Exhibitors must at all times consider other users of Southampton Water. The Harbour Master has full power to take legal action against any person causing hazard or risk to other users. Very slow speeds (6 Knots) must be observed when leaving or approaching the Marina.

Demonstrations

- 84.4 The Marchwood Demonstration Area is allocated as the special area for demonstration. The area is designated by yellow marker buoys (see plan/pdf attached). The following regulations must be strictly observed. If any Exhibitor does not comply with these conditions, the Organisers reserve the right, after one warning, to impose a 24-hour ban on demonstrating their boats. If the Exhibitor does not comply on a further occasion, a longer demonstration ban may be imposed:
- 84.4.1 When travelling at speeds, boats shall at no time encroach on water outside the marker buoys.
- 84.4.2 The Marchwood Demonstration Area is only available for use during the Show Open Hours. Exhibitors must not demonstrate boats in this area outside of these hours.
- 84.4.3 Only boats up to 10m length are permitted to use this area. (Exhibitors with boats over 10m in length who wish to demonstrate can use Southampton Water beyond Hythe Pier. Exhibitors will still be subject to the Harbour Master's regulations. Prior to carrying out a demonstration Exhibitors must contact our Marina Manager to advise of their intention to demonstrate and return time, but such demonstrations are not subject to the other regulations in Paragraph 76.4).
- 84.4.4 The maximum permitted speed in the area is 25 knots. Speeds must be reduced when turning at the western end, in order to avoid causing hazard or risk to permanent private moorings and to ship repairers working in the vicinity. Speeds must be reduced when turning at the south-eastern end, in order to avoid causing hazard or risk to permanent private moorings. Care must also be taken to allow access for craft entering and leaving the three Sailing Clubs along Western Shore.



- 84.4.5 All craft must travel in a clockwise direction, i.e. keeping the marker buoys on the port side.
- 84.4.6 All craft must carry operational VHF radios on Channel 12 to enable them to be contacted if necessary.
- 84.4.7 Exhibitors must show consideration for other users with regard to excessive speeds and consequent wash.
- 84.4.8 A 6-knot speed limit must be observed when travelling between the Show's Marina and the Marchwood Demonstration Area, or any other area of Southampton Water. Speeds must be adjusted to allow for prevailing conditions and other craft. It should be noted that Southampton Water is monitored by VTS (Vessel Traffic Services) Centre, where the Harbour Master is based, and therefore any breach of regulations will be immediately observed and reported to us.
- 84.4.9 All demonstrating Exhibitors must check in with the Marina Patrol Boat at the entrance to the Marchwood Demonstration Area before starting their demonstration and must comply with any instruction given.
- 84.4.10 Our Marina patrol boats will be in attendance at all times around the Marina to re-enforce the Harbour Master's and our own regulations. Exhibitors must comply with any instruction given.
- 84.4.11 Exhibitors wishing to demonstrate must use a qualified helmsmen where the minimum qualifications required are: For a powerboat, the RYA National Powerboat Certificate 2 or equivalent qualification and 12 months experience. For a Yacht, the RYA Day Skipper or equivalent qualification and 12 months experience. For a dinghy it is the RYA National Sailing Certificate 3 or equivalent qualification and 12 months experience.
- 84.5 No mooring-off will be permitted. Any craft, whether officially exhibited or not, will be committing a breach of Port Regulations if found moored within the vicinity of, or adjacent to, the Marina. Offenders may be towed away and impounded.
- 84.6 All Marina Exhibits must arrive by sea: no facilities will be provided for the launching of craft at the Show site.
- 84.7 We will not be responsible for any loss of or damage to craft or their contents whatsoever the cause, and Exhibitors must make their own insurance arrangements as required and necessary.
- 84.8 All craft exhibited at the Marina must be seaworthy and fully equipped with anchor, ropes, fenders, etc: engines must be connected and in full working order.
- 84.9 WHERE FITTED, ENGINE KILL-CORDS, FOR ENGINE CUT-OFF, MUST BE USED AT ALL TIMES, AND MUST BE FULLY OPERATIONAL. YOU MUST TEST THEM BEFORE YOU GO OUT.
- 84.10 All Exhibitor boats on the Marina must be manned by a competent helmsman who must at all times be available to move the boat in the case of an emergency.
- 84.11 In the interest of safety, we have the right to close the Marina to the public at any time during Show Open Hours. Access to the Marina by the public will be controlled as they deem necessary. Exhibitors inviting disabled persons in wheelchairs must therefore particularly note that invitations should, if possible, be restricted to the period Monday to Friday when the Marina should be less busy.
- 84.12 Exhibitors are responsible for the health and safety of all visitors and staff when on and around their boats at all times. Visitors must be escorted when on board. ON ALL BOATS man overboard and fire fighting equipment must be readily available at all times and SUITABLE LIFEJACKETS MUST BE WORN BY ALL PERSONS NO MATTER WHAT SIZE OF BOAT YOU ARE ON. Exhibitors must ensure that the correct size lifejacket is allocated to each person, especially children.
- 84.13 Exhibitors must not at any time hand over the helm to a passenger.
- 84.14 Marina Exhibitors are expressly forbidden to use or permit the use of inboard toilet accommodation whilst moored at or in the direct vicinity of the Marina.
- 84.15 The Marina walkway and fingers must be kept clear of all encumbrances and obstructions, i.e. flag poles, signs, gangplanks, ropes etc. Access to boats must be safe at all times. Steps will be allowed at our discretion. Signs stating the Company name and berth number will be provided by us and will be the only identification permitted: any signs required by the Exhibitor must be displayed solely on the craft. Davits, bowsprits etc. must not overhang the walkways.
- 84.16 On the final Sunday, the Show remains open for Visitors until 1800 hours and it is a condition of the Show that all Exhibitors stay until the close. Some Exhibitors may wish to leave their berths to demonstrate their boats after 1600 hours. Permission for this must be sought from the Marina Manager. Boats must return to their berths before 1800 hours.
- 84.17 All craft must vacate the Marina by 1800 hours on the Monday following the close of the Show. We cannot accept responsibility for any craft which have to be relocated in order to remove any section or sections of the pontoons after this time.
- 84.18 The fingers of the Marina are positioned in accordance with the sizes of the craft allocated Space after the closing date of applications and cannot be thereafter moved. If an Exhibitor subsequently wishes to substitute a boat of smaller size than the one originally granted Space, then Paragraph 2.7 applies. We reserve the right to cancel that berth and shall use reasonable endeavours to relocate the boat. In the circumstances where we cancel the berth and relocate the boat, we shall only charge the Rent for the reduced Space.



- 84.19 Exhibitors are reminded that the total overall length (including outboard engine, bathing platform, davits, bowsprit etc) and the maximum beam at its widest point were declared on the Application Form for the calculation of the area and, therefore, the cost of the berth. If a boat is found to be larger than stated, we reserve the right to submit a supplementary invoice for the additional cost in accordance with Paragraph 2.7.
- 84.20 Vehicle Passes will not automatically be sent to Marina Exhibitors but if deliveries will be required (leaflets, equipment etc) which can not be carried or taken by water, or by trolley and a vehicle is required to make them, an application must be made for a Vehicle Pass. The vehicle must be removed from the Show immediately after the delivery has been made. Please note that priority will be given to land-based Exhibitors when vehicles passes are allocated.
- 84.21 Hospitality Decking: No structure or items may be affixed by you to the decking area of the hospitality area without our prior written permission. These decks are subject to a weight loading and Exhibitors must not build stands or place heavy exhibition material on them.
- 84.22 please note - by order of the Health and Safety Executive Radar equipment on all craft must be switched off when moored at the Marina. It may be switched on for brief periods for demonstrating to customers.