

## 1 DEFINITIONS

In these Terms and Conditions PLANTWORX 2023 is referred to as PLANTWORX. The term "Exhibitor" includes all employees or agents of such, the term "Organisers" means PLANTWORX (Construction Equipment Events Limited) and its employees and contractors assigned to the PLANTWORX TEAM and the term "Exhibition" means PLANTWORX 2023.

## 2 DURATION OF EXHIBITION

The Exhibition will be open from 08.30 – 17.30 on the 13th and 14th June and from 08.30 – 16.00 on the 15th June 2023. As a condition of exhibiting, stands must not be dismantled/broken down before 16.30 on Thursday 15th June 2023.

## 3 PERMITTED EQUIPMENT

PLANTWORX is open to materials, machinery, appliances, apparatus, equipment and ancillary services related to building and civil engineering construction as approved by the Organisers. No second-hand or re-manufactured machinery or equipment may be exhibited without the written permission of the Organisers. All exhibits must comply with all legislation that is applicable to placing machinery on the UK market at the time of the event, unless otherwise approved in writing in advance by the Organisers. Exhibitors must keep available on their stands any documentation for machinery displayed or demonstrated which is required by law to be provided to purchasers at the time of sale.

## 4 WEIGHT LIMIT AND RESTRICTIONS

On all stands and non-digging demonstration areas, there is a weight limit of 10 tonnes per m<sup>2</sup> static loading. Any Exhibitor wishing to exceed this limit must seek appropriate written permission from the Organisers in advance of the event and, for any vehicle moving on grass and weighing more than 3.5 tonnes laden or unladen the Exhibitor must provide appropriate trackway/matting in order to protect the ground.

## 5 DEMONSTRATIONS

PLANTWORX is a working demonstration show and Exhibitors may experience an element of noise or dust. Please consult your neighbouring exhibitors should you wish to discuss their and/or your intention to demonstrate.

- Participants must demonstrate or exhibit only in allotted areas and must not operate over the walkways. Health and Safety legislation governing the operation of contractors' plant must be strictly observed.
- Crowd barriers will be provided for all demonstration stand areas and must be maintained in position.
- If a demonstration area has been booked, the Exhibitor MUST inform the Organisers of their proposed demonstration using the appropriate form in the Exhibitor Manual. For site clearance and demolition equipment written approval from the Organisers must be obtained for its use.
- All demonstration areas must be utilised for machine demonstrations and not for static display areas, hospitality or merchandising. Failure to use the demonstration area for a display of moving working equipment will result in the Exhibitor being surcharged at a square metre rate of £37/m<sup>2</sup> as per the rate for static space areas.
- Appropriate PPE and safety control must be organised for working demonstration areas in line with health and safety exhibitor advice.
- In terms of the use of a demonstration plot, the activity will be either
  - Ground Breaking – this means that the turf, top-soil and sub-soil can be disturbed by the Exhibitor for the purposes of the demonstration. All such material is to be retained within the confines of the demonstration plot and replaced by the Exhibitor at the end of the event, with the top-soil and turf being the last items to be replaced – the plot is to be left as level and smooth as is reasonably possible, otherwise reinstatement costs may be charged to the Exhibitor. The plots on which such activity may take place are shown in pink on the site plans.
  - Non-Ground Breaking – this means that the turf is not to be removed and no under-turf activity may take place. At the end of the event the plot is to be returned to the Organisers with the turf intact, otherwise reinstatement costs may be charged to the Exhibitor. To prevent unnecessary damage to the turf the Exhibitor should consider laying an appropriate membrane on which soil or rubble can be laid and later removed at the Exhibitor's expense. The plots on which such activity may take place are shown in grey on the site plans.

## 6 STAND SPACE BOOKING FORM

Exhibitors must confirm their booking with a signed booking form. Space will be allocated in order of receipt of application forms. The Organisers' decision on space application is final. In submitting a signed booking form the Exhibitor agrees to be bound by all the Rules, Regulations and Details as set out in the PLANTWORX 2023 Exhibitor Manual. The Exhibitor Manual will include those matters that are commercially reasonable and necessary for the efficient management of the event and for the collective benefit of all Exhibitors and Visitors.

## 7 PAYMENT SCHEDULE AND DISCOUNTS

Terms of payment are as follows; 50% deposit on receipt of an invoice following booking, and the balancing 50% by no later than 31st March 2023. Payment must be received in full before allocated space is occupied. A discount of 5% of the cost of the stand space will be offered to PLANTWORX 2019 Exhibitors who return to PLANTWORX 2023 and book their stands and pay the 50% deposit before 30th September 2022. A further 12% discount

will apply for Exhibitors who are Members of the CEA at the time of booking and on continuity of CEA Membership to end of 2023.

## 8 REVISION OF LAYOUT

Every effort will be made by the Organisers to maintain the site layout in its original form but should it be necessary to revise the layout of the Exhibition for any purpose, the Organisers reserve the right to transfer an Exhibitor to an alternative suitable site. If after any such changes an Exhibitor wishes to amend or cancel his site any request for a refund will be considered by the Organisers under Section 22 below.

## 9 GROUND PENETRATION

The East of England Arena & Events Centre site has many underground utilities including 11kV electrical systems, water, gas and telecoms. While the Organisers have made extensive efforts to identify all such utilities, it is imperative that all stand sites are assessed before breaking ground for stakes, flagpoles, fencing, marquees, digging etc – this will be done at the Organisers' expense by their appointed contractor. It is the Exhibitor's (or his appointed contractor's) responsibility to ensure that the appropriate safety procedures are followed and recorded with a copy of such being returned to the Organisers' Office prior to the ground being broken. Full details and an appropriate Form for recording that the procedures have been followed will be included in the Exhibitor Manual.

## 10 COMPLETION AND SETTING UP OF EXHIBITS

All stands and their exhibits must be completed by 18.00 on Monday 12th June 2023.

- Deliveries must be made in accordance with the Organisers instructions.
- No heavy deliveries above 7.5-tonne will be permitted on Monday 12th June 2023 under any circumstances. This includes articulated vehicles, low loaders or any vehicle with more than two axles.

## 11 CLEARANCE OF STANDS AND DEMONSTRATION SPACE AT THE END OF THE SHOW

Exhibits must not be removed and displays must not be dismantled either partially or totally before 16.30 on Thursday 15th June 2023.

- All exhibits and display material must be removed as soon as possible after this time and at the latest by 12.00 on Tuesday 20th June 2023.
- All exhibitors are responsible for leaving their space as clear as they found it on arrival on site and instructing all contractors and suppliers to remove their rubbish and to fill holes. Failure to do so, by the declared deadline, will incur a charge for clearance, repair and storage. All exhibits, hospitality units and materials must be completely removed from the site by 12.00 on Tuesday 20th June 2023.

## 12 SUB-LETTING

- Exhibitors may not sub-let or grant licences in respect of the whole or any part of the space allotted to them without the express written permission of the Organisers.
- Exhibitors are not allowed to use or display third parties' products in any way, on their stand or demonstration areas unless those third parties are Exhibitors with their own stand space in their own right at the show or the Exhibitor is an official dealer of the third parties' product/s or if the Exhibitor is a hire company for the product. Third parties include associated companies of the Exhibitor.
- Exhibitors must apply to the Organisers for Co Exhibitor status for third party products / services including components and attachments, as detailed in the Exhibitor Manual and will be required to pay a fee of £365+ VAT which will entitle them to a separate catalogue entry.

The Organisers reserve the right to refuse access or demand the removal of any product that in its reasonable opinion comes within the ambit of the restrictions stated above.

## 13 PROTECTION OF EXHIBITS

All exhibits must be properly protected so as to comply with current Health and Safety Executive legislation - PLANTWORX Safety Officers and HSE Officers will be on-site to enforce compliance. The Organisers shall be indemnified by the Exhibitor against any claim or action on account of any injury or damage being caused or occasioned by an exhibit or to any person or persons whatsoever.

## 14 INSURANCE LIABILITY - RESPONSIBILITIES

- Every participating Exhibitor(s) accepts liability for all acts or omissions of himself, his servants, contractors, agents and visitors and undertakes to indemnify the Organisers and keep them indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Organisers and including any legal costs and expenses and any compensation costs disbursements paid by the Organisers on advice of Counsel to compromise or settle any such claims.
- Notwithstanding the indemnity hereby given, the participating exhibitor undertakes to arrange the appropriate insurance with a level and extent of cover that shall be approved by the Organisers (including without limitation, normal product and public liability and employee liability insurance) and shall on demand produce to the Organisers a copy of the policy and evidence that it is in force and the insurers are not entitled to exercise subrogation rights against the Organisers.
- It is the participating Exhibitor(s) responsibility to effect insurance on their own exhibits and property.
- Loss, damage, injury or death: The Organisers do not accept any responsibility from any cause whatsoever for damage to

stands or loss of any property or vehicles on any stand or anywhere else in the Exhibition or in the course of its delivery or removal, or injury or death to any individuals howsoever caused.

## 15 BANKRUPTCY

In the event of an Exhibitor (being an individual) becoming bankrupt or making any arrangement or composition with his or her creditors or where the Exhibitor is a Company or partnership suffering the service of a Winding Up petition or Winding Up Order or is passing a Winding Up resolution or Notice of Dissolution otherwise than for the sole purpose of amalgamation or reconstruction then in the event the Organisers may by written notice to the Exhibitor determine the contract and all monies paid by the Exhibitor shall be forfeited to the Organisers who may at their discretion re-let or otherwise deal with the defaulting Exhibitor's site.

## 16 ABANDONMENT, POSTPONEMENT OR INTERRUPTION OF THE EXHIBITION

If for any reason beyond the control and not resulting from any act or default of the Organisers it shall become impracticable to hold the Exhibition or necessary to interrupt it or close it prematurely, the Organisers may take such action as they deem necessary giving such notice to Exhibitor(s) as is possible. In any such cases the decision of the Organisers shall be final and the Exhibitor(s) shall not be entitled to any compensation or to the return of any monies paid or deposited. If the Exhibition be abandoned, interrupted or prematurely closed for any reason other than the above or in circumstances such as shall enable the Organisers to reclaim the rent paid for the use of the premises and all of their associated exhibition costs, then the Exhibitor(s) shall be entitled to the return of all deposits and other monies paid to the Organisers but to no other compensation.

## 17 ADVERTISING MATTER

Under no circumstances will Exhibitors be allowed to distribute advertising and printed material from anywhere other than their stand, nor in any such manner as to cause annoyance or disturbance to other Exhibitors. In the event of complaints, the matter shall be referred to the Organisers for the decision. Exhibits or other devices which emit sound must be operated and controlled so that there is no disturbance to other Exhibitors and/or Visitors. The flying of gas or air filled balloons is subject to written permission of the Organisers and written clearance and approval of the CAA. Any company, organisation or individual who wishes to sponsor any aspect of the Exhibition must be an Exhibitor or clearly demonstrate to the Organisers an equivalent contribution to the Exhibition. The Organisers reserve the right to prohibit as unsuitable or as annoying to visitors or other participants:

- Any display features or advertising material – unless as part of a sponsorship package.
- Any sales method or demonstration.

## 18 EXHIBITION SERVICES

The Organisers undertake to make all reasonable attempts to provide necessary services for the smooth operation of the Exhibition but accept no responsibility for breakdown or failure of such services or for any delays during the delivery and collection periods.

## 19 STORAGE & WASTE

While 'domestic rubbish' will be collected by the appointed contractor the Exhibitor will be responsible for the disposal or storage on non-domestic rubbish. 'Domestic rubbish' is defined as that which can be collected manually by one person using an ATV. The Exhibitor shall also be responsible for the removal from the Exhibition site and storage of all crates and empty cartons not required on his stand.

## 20 ADMISSION

Admission to the Exhibition will be restricted to the persons who, in the opinion of the Organisers, have a legitimate, professional interest in the subject of the Exhibition. The Organisers reserve the right to refuse admission to any person or persons to the Exhibition without assigning any reason. Children under 12 years of age are prohibited from attending the Exhibition with the exception that as long as each child is accompanied throughout by an adult or in an organised school party there will be no age restriction on Thursday 15th June. Nobody under the age of 16 years will be allowed on site during build-up or break-down periods. Dogs will not be permitted to attend the event (with the exception of Assistance Dogs).

## 21 RIGHT OF REJECTION

Exhibits are admitted to the Exhibition, and shall remain there, solely on strict compliance with these Terms and Conditions and any other Rules, Regulations or Directives as set out in the Exhibitor Manual. The Organisers reserve the right to prohibit in whole or in part, and reject any Exhibitor or his representatives in the case of failure to comply with these Terms and Conditions and all site Rules and Regulations as specified in the Exhibitor Manual. There shall be no return of payment if such rejection or prohibition is deemed necessary by the Organisers. If the deposit is not received within ten working days of the application, the Organisers reserve the right to reject the application.

## 22 CANCELLATION OF SPACE

- A request for cancellation of space by an Exhibitor must be submitted in writing and sent by registered delivery to the Organisers.
- The Exhibitor agrees that the Organisers shall retain (or if no deposit is paid, shall be entitled to claim from the Exhibitor) 50% of the space charge if notice of the cancellation is received before or on 30th September 2022 and 100% of the space charge if notice of the cancellation is received after 30th September 2022.