

TERMS AND CONDITIONS (EXHIBITOR)

1. DEFINITIONS

In these Terms and Conditions:

- **ORGANISER** means the National Executive Committee of the Scottish National Party.
- **EXHIBITOR** means any person, company or organisation and the staff or agents of any such company or organisation to take space for an exhibition or stall, host fringe meeting, take part in a fringe debate, sponsor at conference, or attend as an observer.
- The **PREMISES** means *The Event Complex Aberdeen* and associated Hotels and accommodation.
- **AUTHORITIES** means the local authority, fire authority or any other relevant body or person having jurisdiction over the premises.

2. SECURITY AND INSURANCE

Each Exhibitor is responsible for the security and insurance of his/her own stand and exhibits and for his/her own employee's insurance cover. In no circumstances will the Organiser or the Premises accept responsibility or be liable for loss or damage whatsoever or howsoever arising.

3. EXHIBITION LAYOUT

The Organiser reserves the right to alter the layout of the exhibition at any time in any respect.

4. FINAL DETAILS

Final arrangements concerning access and setting up times will be enclosed with the allocation pack.

5. TRADING RIGHTS

The sole rights of exhibiting merchandise and transacting business on the premises during the period of the exhibition are owned by the Organiser subject to these Terms & Conditions. Any Exhibitor planning to share his/her stand with any company, organisation, person or persons must seek prior consent in writing before purchasing a stall. Where consent is given to the Exhibitor by the Organisers for the sharing of his/her stand with any person or persons, the space rental charged to the Exhibitor may be increased by an appropriate sum per person, company or organisation in addition to the rental charged to the exhibitor to cover additional cost. It shall be the duty of the Exhibitor to inform any person, company or organisation sharing with him/her, of all relevant information, including these Terms & Conditions. The Exhibitor will be responsible for all work in connection with his/her shared stand, including programme

entries for the person, companies or organisations sharing.

6. INSURANCE

Exhibitors shall be responsible for arranging their own insurance and shall keep the Organiser indemnified in respect of (a) any loss or damage to any property of the Organiser, (b) all claims and demands by third parties (including servants and agents of the Organiser and the Premises, other Exhibitors and their servants and agents and members of the public) in respect of personal injuries or loss of or damage to property, caused by or occasioned by the Exhibitor, or any of his/her employees or servants or agents or property, arising out of or in consequence of his/her occupation of the stand or exhibition of an article or process of thing or otherwise howsoever. The exhibitor will respect all risks of every kind whatsoever in respect of any such risks. The Exhibitors shall make good any damage done by him/her, his/her servants or agents to the premises of any furniture or fixtures therein damaged by fire caused upon his/her site. The Organiser reserves the right to request the sight of any insurance policy prior to the exhibition.

7. EXHIBITORS' NAMEPLATES

No exhibitor's nameplates, signposts or noticeboards will be allowed outside the stand area allocated without permission.

8. OPENING HOURS

No stand, exhibits or materials may be removed before the official closing time without permission from the Organiser. Stands must be open for business in accordance with the published daily opening hours of the Exhibition and remain open continuously until the closing times. In the event of the Exhibitor leaving or dismantling their stall prior to the published closing times, a charge shall be paid by the Exhibitor for every half-hour the space remains cleared before the published closing times.

9. INSTALLATION OF EXHIBITS

All goods delivered to the Premises must be accompanied by or received by a representative of the Exhibitor. Advance notice is required of any large items of equipment.

10. CLEARANCE OF EXHIBITS

In the event of the Exhibitor failing to clear his/her exhibits by the prescribed times, a charge shall be paid by the Exhibitor for every hour after the time during which the space shall remain uncleared, and if the Exhibitor has failed to do such work, the Organiser may arrange for the work to be done and a charge shall be applied thereafter. The charge will be equivalent to the

costs incurred by the Organiser as a result of failure to comply with these terms and conditions.

11. IDENTITY OF PERSONS

Non-transferable Exhibitor badges will be allocated in accordance with the fees paid.

12. STAND FITTING

- a) Exhibitors are responsible for preparing a detailed plan of their exhibit/space, list of contractors and materials to be used, exhibits on display, risk assessment, Health and Safety declaration and Insurance Certificate. These should be made available to the Organiser on-site on demand.
- b) Any Exhibitors bringing exhibition/display fittings higher than 2.5 metres, or heavier than average, should inform the Organiser not less than six weeks prior to the opening of conference.
- c) No part of any stand may overhang any gangway or exceed the allocated boundaries of the stand space. Exhibitors must not display their goods so that, in the opinion of the Organiser, they distract the light or impede the view along open spaces or gangways or inconvenience other Exhibitors.
- d) No petrol, spirit or other hazardous spirit, liquid or vapour is to be brought into the premises unless previously approved in writing by the Organiser.
- e) All materials used for building, decorating, draping or covering stands must be non-inflammable or impregnated with fire-proofing solution in a way as to comply with the requirements of the authorities.
- f) Empty cases, cartons and packing must be removed from the premises for storage or during the access period of the exhibition if left in the gangways will be subject to being cleared away by the Organiser's staff.

13. CONDUCT OF EXHIBITORS

Any Exhibitor displaying equipment operating a sound system of any type will demonstrate only at low volume and will, if required by the Organiser, cease from playing. Likewise, if it is considered that they are continually hindering or annoying other exhibitors.

14. GENERAL

- a) Each Exhibitor is bound in all respects by these terms and conditions and in addition, shall be bound by and comply with and be deemed to have full knowledge of the Rules, Conditions and Regulations of the Premises.
- b) Each Exhibitor must bring to the notice of all agents or contractors employed by him/her such of the provisions of these terms and conditions, any claim arising from failure of the

Exhibitor concerned.

- c) Any complaint must be submitted in writing to the Organiser within seven days of the conference. A complaint made in any other manner will not be considered.
- d) The Scottish National Party reserves the right to refuse any sponsorship proposal and, at any time, to withdraw a sponsorship opportunity.
- e) The Scottish National Party cannot and will not offer meetings with Ministers or Senior Party Personnel in exchange for sponsorship.
- f) The Organiser reserves the right to waive, add to or alter any of these terms and conditions in the interest of the conference either generally or in any particular case.

15. STAFF PROTOCOL

The staff of the SNP attend conference to work, they will assist with the organisation and administration of the event. They will be in attendance for the duration of the conference and will deal with domestic and administrative issues that occur during that time. Staff are not responsible for the policies of the Scottish National Party and should not be approached upon issues of policy. Matters of policy should be discussed with elected office bearers or members of the National Executive Committee who are present at conference. Staff will not be subjected to abuse either physical or verbal. We would ask you to respect their right to relaxation and privacy when conference sessions are closed.

16. PAYMENT PROCEDURE

The rent of the stand space is payable to the Organisers as detailed on the booking form and full payment must be made prior to conference 2019.

17. CANCELLATION OF BOOKINGS

A cancellation policy of 15 per cent will apply for all Exhibition / Fringe Event / Observer bookings where notification is sent in writing 90+ days prior to the event opening. From 61 – 89 days prior, 50 per cent cancellation fee will apply. From 31 – 60 days prior, 75 per cent cancellation fee will apply. From 0 – 30 days prior, 100 per cent cancellation fee will apply. No refunds will be issued from 30 days prior to the event opening, during the event or after the event.

18. CANCELLATION OF EVENT

If for any reason the Event cannot be opened and held at the site on the dates specified, the Organisers may at their discretion: -

- a) postpone the opening of the Event until such a date as in the circumstances of the case appear to them to be reasonable; or

- b) obtain such premises as in their opinion are suitable and hold the Event on the date originally specified; or
- c) declare the Event abandoned. If the Event is abandoned by the Organiser, the Organiser shall be entitled to retain or receive on account of working expenses, 25 per cent of the rent paid or contracted to be paid by the Exhibitor. The balance shall be repaid to the Organiser of the conference to the Exhibitor.

19. PRIVACY POLICY

If you attend one of our events such as SNP conference, and are not a member of the Party, we have a legitimate interest in processing and retaining your information and to send you marketing about future similar events which we think might be of interest to you; either by post or by electronic means. We have a legitimate interest in inviting people to our events to raise vital funds for the Party and have determined that attendees would expect to receive such communications from us.

You can always opt out of receiving any messages from the SNP or to exercise any of your legal rights.

We are committed to respecting your rights over your data and in some circumstances, we will have a legitimate interest to continue to process your data even where you have exercised one of your rights. For example, if you request that we stop processing your data for purposes of direct marketing then we justify keeping a record of this request to ensure that your wishes are respected.

Where we use consent as our legal basis for processing your data, or processing special categories of your data based on your explicit consent, you have the right to withdraw your consent at any time. This does not affect our right to process your data before you decide to withdraw your consent. The full Privacy Policy of the SNP can be accessed here:

<https://www.snp.org/privacy/>

20. DISCLOSURE

The activities of Exhibitors at SNP conference represent a commercial service at a fair market value and are therefore not required to be disclosed under the Political Parties, Elections and Referendums Act 2000. Entering such a commercial agreement with the Organiser does not denote support from or for the Scottish National Party.

TERMS AND CONDITIONS (ADVERTISING)

1. DEFINITIONS

In these Terms and Conditions:

- **PUBLISHER** means the National Executive Committee of the Scottish National Party.
- **ADVERTISER** means any person, company or organisation and the staff or agents of any such company or organisation to take an advertisement in any official SNP publication.

2. ADVERT LAYOUT

The PUBLISHER reserves the right to alter the layout of the advert at any time in any respect.

3. ADVERT CONTENT

- a) The PUBLISHER reserves the right to decline content of the advert at any time in any respect.
- b) All copy must be legal, decent, honest and truthful. The ADVERTISER must ensure that the advertisement does not contravene any Act of Parliament, nor is in any way illegal or defamatory. The advertisement must not infringe on any other party's rights or infringe the British Codes of Advertising and Sales Promotion.
- c) By placing an order the ADVERTISER constitutes an assurance that all necessary authority and permission has been secured for the use in the advertisement of a pictorial representation or of words attributable to a living person.

4. STAFF PROTOCOL

The staff of the SNP will assist with the organisation and administration of advertisements. Staff are not responsible for the policies of the Scottish National Party and should not be approached upon issues of policy. Staff will not be subjected to abuse either physical or verbal.

5. CANCELLATION OF BOOKINGS

A cancellation policy of 50 per cent will apply for all bookings where notification of cancellation is given more than 14 days prior to publication. No refunds will be made for cancellation of adverts after 14 days prior to the publication.

6. CANCELLATION OF PUBLICATION

If for any reasons the publication cannot be published on the dates specified, the PUBLISHER may at their discretion: -

- a.) postpone publication until such a date as in the circumstances of the case appear to them to be reasonable; or
- b.) cancel publication.
- c.) If any advert accepted is time specific then, in the event of cancellation, the PUBLISHER will either; -
 - i. cancel any invoice raised
 - ii. offer full refund if invoice paid
 - iii. amend advertisement as directed
 - iv. offer free replacement advertisement in future publication.

7. GENERAL

Each ADVERTISER is bound in all respects by these terms and conditions. The PUBLISHER cannot accept liability for any errors due to inaccurate copy instructions.

Any complaint must be submitted in writing to the PUBLISHER within seven days of publication. A complaint made in any other manner will not be considered. In no way shall the total liability of the PUBLISHER for any error, misprint or omission exceed the amount of a full refund of any price paid to the PUBLISHER for the advertisement in connection with which the liability arose. The cost of a further or corrective advertisement of a similar type to the advertisement in connection with which the liability arose. The Scottish National Party cannot and will not offer meetings with Ministers or Senior Party Personnel in exchange for advertising. The PUBLISHER reserves the right to waive, add to or alter any of these terms and conditions in the interest of the publication either generally or in any particular case at any time.

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