

## THIRD PARTY EVENTS AND EXHIBITIONS

These terms and conditions apply to events, exhibitions and exhibition stands at external events organised by third parties at which VisitScotland (VS) has arranged stand space and the Operator has applied for (and VS has agreed to provide) a space on the VisitScotland stand.

These terms and conditions apply in addition to the Working with VisitScotland terms and conditions, which can be found at <https://www.visitscotland.org/supporting-your-business/marketing-with-us/working-with-visitscotland-tscs>.

### 1. INTRODUCTION

**1.1** Unless otherwise stated in these terms and conditions (the "**Conditions**") (including in clause 1.2 of the Conditions), expressions defined in the Working with VisitScotland Terms and Conditions shall have the same meaning in these Conditions.

**1.2** For the purposes of these Conditions, the following terms have the meanings given to them below:

**"Booking Form"** means the booking form or process made available by VS on its website in respect of a particular external event or exhibition organised by a third party;

**"Event"** means the external event or exhibition organised by a third party that is described in the Booking Form;

**"Fees"** means the fees payable by the Operator for the Products and Services, as specified in the Booking Form and/or in VS's acceptance or confirmation of the Operator's Order;

**"Laws"** means any law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body, in each case that is applicable in the relevant jurisdiction(s);

**"Order"** means the order submitted by the Operator using the Booking Form, including any supporting or supplementary information provided by the Operator in connection with such order; and

**"Products and Services"** means the services that will be provided by VS in connection with the relevant Business Event, as expressly stated in the Booking Form.

**1.3** The provisions of the Working with VisitScotland Terms and Conditions are incorporated into these Conditions by this reference. In the event of a conflict between

these terms and conditions and the Working with VisitScotland Terms and Conditions, these terms and conditions shall have precedence.

**1.4** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. BOOKINGS**

**2.1** These Conditions apply to all Orders for a space on the VisitScotland stand at the relevant Event that have been accepted by VisitScotland. The Operator also agrees to comply with any additional terms and conditions applicable to the particular Event that are set out in the relevant Booking Form or are otherwise notified by VS to the Operator in connection with the Event (and any such additional terms and conditions shall be deemed to form part of these Conditions).

**2.2** As soon as possible after receipt of an Order and after VisitScotland has completed its assessment of the Order against the relevant criteria for participation in the Business Event (as set out in the Booking Form), VS will issue a written acceptance/confirmation or rejection of the Order to the Operator. VS reserves the right to refuse to accept any Order. An Order shall not be binding on VS unless and until it is accepted by VS. For the avoidance of doubt, (i) VS shall not be obliged to provide any services to the Operator other than those Products and Services expressly stated in the relevant Booking Form and (ii) the Conditions apply to the exclusion of any other terms that the Operator seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.3** If an Order is accepted by VS, the Operator shall pay the Fees due to VS by the method, and within the timescale, specified by VS in the Booking Form (or in the confirmation/acceptance issued by VS). If the Operator does not pay the Fees in full within the specified time (which, in the case of payments due following receipt of an invoice from VS, shall be no more than 30 days after the date of VS's invoice), the Operator will not be entitled to attend the relevant Event and VS will have no obligation to provide any Products and Services. Unless VS expressly advises the Operator to the contrary, the Fees are stated exclusive of VAT, which shall be payable by the Operator in addition at the applicable rate.

**2.4** If an Order is accepted by VS, details and timelines for artwork/information submissions, delivery address details, badging information, participation costs, exhibition manuals and all other requirements for and conditions of participation in the Event will be supplied to the Operator. The Operator agrees to comply with all such requirements and conditions, including providing required artwork and information within the requested timeframe.

**2.5** VS reserves the right to remove the Operator from occupying space on the VS stand at the Event at any point, and without any liability by VS, if: (a) the Operator's actions are contrary to these Conditions and/or any Laws; (b) the Operator's conduct at the Event, in the reasonable opinion of VS, is unacceptable; (c) the Operator's conduct will or could cause VS to breach any term, warranty, conditions or other provision of any contract or undertaking to which VS is or becomes a party.

**2.6** The Operator's representative(s) registered to attend the Event must be over the age of 18 unless prior permission is granted by us.

**2.7** By attending the Event the Operator acknowledges that photographs and filming may take place at the Event as organised by the third party organiser or VS.

**2.8** The Operator acknowledges that VS has no control over the third party organiser taking photographs or video material at the Event. VS accepts no responsibility for photographs or videos taken by the third party organiser;

**2.9** VS reserves the right to use images and videos recorded at the Event with the Operator's representative(s)' photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from the Operator (or any of its representatives) or making any payment to the Operator (or any of its representatives). If any of the Operator's representatives do not wish VS to take their photograph at an Event, then they should notify VS during the Event and VS will use reasonable endeavours to comply with your request.**2.10** The Operator acknowledges that the Fees do not include travel to, accommodation at, or any other costs or expenses associated with the Event. It is the Operator's responsibility to book and pay for travel, accommodation and all other costs and expenses that are not expressly included in the Fees. VS will not be responsible for refunding the Operator's travel, accommodation or any other costs and expenses in any circumstances (including if the Event is postponed, changed or cancelled).

**2.11** The Operator acknowledges that it will be solely responsible for compliance with all travel and health requirements (e.g. passports, visas, customs clearances) that are required in order for its representative(s) to attend at the Event. The Operator should also put in place adequate policies of insurance in connection with the Event and all travel associated with the Event and for ensuring that none of its representatives have any impediment to entering the country in which the Event will take place. VS will have no obligation to refund any amount of the Fees if any of the Operator's representative(s) are unable to attend the Event for any reason.

**2.12** The Operator acknowledges that it is solely responsible for ensuring that its representative(s) that attend at (or are due to attend at) the Event are made aware of the terms of these Conditions and for ensuring that its representatives comply with these Conditions. Any act or omission of the Operator's representative(s) that attend at (or are due to attend at) any Event shall be deemed to be the acts and omissions of the Operator for the purposes of these Conditions.

### **3. CANCELLATION AND POSTPONEMENT**

#### **3.1 Postponement or Cancellation by VS**

**3.1.1** In the event that VS cancels its attendance at the Event (other than in the circumstances referred to in Condition 3.1.2 or 3.1.3 below), VS will, at the Operator's option:

- i) refund to the Operator the Fees previously paid; or

ii) offer the Operator an appropriate (in VS's opinion) alternative opportunity at another Event, and VS shall have no further liability to the Operator as result of such cancellation.

**3.1.2** The Operator acknowledges that, in either case, this will result in the Operator no longer being able to attend the Event on VS's stand.

### **3.2 Postponement, Change or Cancellation by third party organiser**

**3.2.1** If the third party organiser of the Event cancels the Event (other than in the circumstances referred to in Condition 3.3), VS may refund the Operator all of or a proportion of the Fees previously paid, depending on the circumstances of the cancellation and the terms and conditions which VS has entered into the with the third party organiser of the Event. The Operator acknowledges that VS will incur costs in relation to the exhibition space and stand in the lead up to the Event and that a proportion of the Fees (as determined by VS at its sole discretion) may be retained by VS to contribute to the exhibition space and stand costs.

**3.2.2** If the third party organiser of the Event changes the date(s) of the Event (other than in the circumstances referred to in Condition 3.3), the Operator must agree to attend the Event on the rearranged date(s).

### **3.3 Postponement, Change or Cancellation due to Force Majeure**

**3.3.1** In this clause 3, "**Force Majeure**" means any cause and/or circumstances which are beyond the reasonable control of VS or the third party event organiser and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impractical, illegal or impossible for the Event to go ahead, including acts of God, epidemic, pandemic or notifiable disease, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm, earthquake, disaster, failure of electric power or other utility service.

**3.3.2** VS, the proprietors of the Event venue and the third party organisers of the Event shall not be liable to the Operator or any other person for loss, injury or damage of any kind arising from or in any way attributable to (i) any cancellation, postponement, delay or abandonment of the Event due to Force Majeure and/or (ii) any change of dates, duration, venue, facilities or nature of the Event due to Force Majeure.

**3.3.3** In the event of cancellation, postponement, delay, abandonment or change to an Event and/or any Products and Services as a result of Force Majeure, VS shall not be obliged to refund any portion of the Fees paid by an Operator in relation to the Event or any other costs or expenses that an Operator may have incurred in connection with the Event.

### **3.4 Cancellation by the Operator**

**3.4.1** If the Operator cancels an Order after VS has confirmed its acceptance of that Order, the Operator will forfeit the Fees. VS may be able to refund the Fees where:

(a) written notice of the cancellation is received by VS at least three months prior to the first day of the relevant Event; and

**(b)** VS is able to re-let the cancelled space in its entirety in return for payment of an amount that is at least equal to the Fees.

**3.5** For the avoidance of any doubt, the terms of this clause 3 are in addition to, and without prejudice to, VS's rights of termination under section 5 of the Working with VisitScotland Terms and Conditions.

## **4. CONDUCT AND ACTIVITIES AT THE EVENT**

**4.1** Without prejudice to its obligations and responsibilities under the Working with VisitScotland Terms and Conditions, the Operator shall comply with the terms of this clause 4 in connection with the Event.

**4.2** The Operator must act in accordance with VS's sustainability policies and must not bring any single use promotional giveaways, materials, brochures or paper on to the VS stand.

**4.3** VS reserves the right to prevent or stop any activity on the part of an Operator that may cause disturbance, annoyance, danger or inconvenience to any other persons. If VS receives a complaint regarding an Operator's conduct, VS shall be entitled to take such action as it deems appropriate, including but not limited to immediate removal of the Operator from VS's stands without refund of any part of the Fees or any other liability to the Operator.

**4.4** The Operator shall not contravene any Laws in connection with its attendance and/or conduct at the Event, including Laws relating to the health and safety, copyright, performing rights, trading standards and consumer legislation. For the avoidance of any doubt, the Operator is solely responsible for ensuring that its conduct and activities at the Event comply with the Laws applicable in the jurisdiction in which the Event is taking place.

**4.5** The Operator shall indemnify VS against any loss, damage or expense arising from the acts, default or negligence of the Operator or any of its employees, agents and contractors and visitors to its trade stand.

**4.6** The Operator undertakes to insure to their full replacement value the contents of its trade stand and any exhibits and all equipment and materials used by the Operator in connection with an Event. The Operator also undertakes to have in place adequate levels of appropriate liability insurance for the duration of an Event, including but not limited to product, public and employers' liability insurance. VS reserves the right to require the Operator to produce satisfactory evidence of insurance cover required under this clause 4.6 prior to the commencement of an Event. VS, the proprietors of the relevant Event venue and the organisers of the Event shall have no liability to the Operator for damage to or loss or destruction of any trade stand, exhibit or other property brought to the Event venue by or on behalf of the Operator or any other person.

**4.7** The Operator undertakes to become familiar with the health, fire and safety regulations applicable to the Event venue before the opening of the Event and to

observe these for the duration of the Event. VS, the proprietor of the relevant venue and/or the organiser of the relevant Event shall be entitled to remove any articles blocking aisles or fire exits and shall not be liable to the Operator for any loss or damage occasioned by such removal.

**4.8** The Operator shall indemnify VS against all claims on account of any injury to any persons whatsoever occasioned by or attributable in any way to the Operator.

**4.9** The Operator shall obey all reasonable instructions given by VS, the occupier of the Event venue and/or the Event organiser during the Event.

## **5. DATA AND COMPLIANCE WITH LAWS**

**5.1** VS will process the personal data the Operator provides when submitting a Booking Form for the Event in accordance with VS's [privacy policy](#).

**5.2** The Operator acknowledges that, in order to fulfil its obligations to the Operator, VS may share relevant personal data relating to the Operator and its representative(s) that attend (or are due to attend) at the Event with the occupier of the Event venue and/or the Event organiser.

**5.3** Each of VS and the Operator agrees that it will perform its obligations and responsibilities under and/or pursuant to the Conditions in accordance with all Laws applicable to (i) that party and (ii) the performance of that party's obligations and duties (and the exercise of its rights) under and/or pursuant to the Conditions.

## **6. MARKET RESEARCH**

The Operator undertakes to participate in any follow-up research VS may conduct in order to evaluate the success and/or management of an Event.

## **7. POST EVENT EVALUATION REPORT**

**7.1** The Operator undertakes to submit a post event evaluation report to VS, on VS's template, within three months of last day of the Event. The information contained in the report will be anonymised and will be used by VS for reporting purposes. Client names do not have to be included but the report must include information on:

- Type of Event
- Delegate numbers
- Delegate origin
- Delegate sector
- Number of room nights

**7.2** Failure to submit a post event evaluation report may result in VS not considering the Operator for participation in future events or ad hoc promotional opportunities.