
EXHIBITION POLICY, RULES & REGULATIONS

1.1 INTRODUCTION

The British Dental Trade Association (BDTA) Exhibition Policy, Rules and Regulations have developed over the years to meet the wishes of the Association, the trade and their customers, taking into account the need:

- a) to provide customers with a comprehensive display of goods and services which enables them to evaluate and discuss competing claims without having to make frequent journeys to different parts of the country;
- b) to stimulate competition and business by displaying together most of the products available in the British market;
- c) to rationalise the organisation of and participation in fairs and exhibitions so as to ensure maximum effect and to reduce the cost of these activities to the trade – a cost that would have to be reflected in enhanced prices;
- d) to mount exhibitions which will enhance the standing and reputation of the Association and the trade.

1.2 EXHIBITION POLICY

1.2.1 Closed Period

To protect the interests of exhibitors, for a period of 4 months prior to, concurrent with and 1 month following BDTA Dental Showcase no exhibitor shall organise, cause to be organised or take part in any competing exhibition-style event (see clause 1.2.4) anywhere within the UK.

1.2.2 Closed Period – Advertising

Exhibitors may not promote an exhibition-style event being held during the period of 4 months prior to and concurrent with BDTA Dental Showcase.

1.2.3 Competing Exhibition-Style Event

A competing exhibition-style event is one to which members of the dental team are invited and in which more than one "company" participates. Events held at the exhibitor's premises (normally known as "Open House") which do not contravene this definition are permitted provided these do not appear to undermine BDTA Dental Showcase.

1.2.4 Special Interest Events

Special Interest Events are not deemed competing exhibition-style events and participation in these is not normally restricted by the Association's Exhibition Policy. Special Interest Events are:

- a) Events organised by or for a definable specialist group within the dental team that are intended to cater only for the interests of that group.
- b) Events organised by Professional Dental Associations, Dental Schools and Hospitals as Annual or Special Open Days.

1.2.5 Type of involvement normally permitted

Provision or sponsorship of speaker(s), provision of table demonstrations only, with products and demonstrations confined to those that are applicable only to the specialist group concerned.

1.2.6 Queries

Any exhibitor who is in doubt as to whether or not his participation in an exhibition or any type of similar event infringes this Policy must obtain clarification from the Association prior to commitment. Following receipt of details of the event, and in particular of the precise degree of participation envisaged, the Association will advise the exhibitor(s) in question (and/or the membership/exhibitors generally) the degree of participation, if any, which will not be regarded as an infringement of the Association's Exhibition Policy.

1.2.7 Appeal

The Association recognises that the denial of an application to participate at a BDTA exhibition may cause prejudice to an applicant and such applicant is entitled to appeal against this action. Where the action of the Organiser or Association is considered unjust those concerned have the right to lodge an appeal to the Appeal Body, acting on behalf of the BDTA. Such appeals shall be made in writing within 14 days of notification of such action. The Appeal Body will consist of 5 members, not more than 2 of whom will be representatives of the BDTA. Reasons for the rejection of an appeal will be notified to unsuccessful appellants.

1.3 ADMISSIBLE EXHIBITORS

Participation as exhibitors in the exhibition is open to any organisation, association, firm or group thereof, which in the opinion of the Organiser would contribute to the exhibition.

1.4 UNAUTHORISED EXHIBITORS

The Organiser will endeavour to prevent any unauthorised use of the exhibition facilities by non-exhibitors. Exhibitors who believe that such activity may be taking place should bring the matter to the attention of the Organiser.

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1.5 ADMISSIBLE EXHIBITS

1.5.1 Dental Products

- a) Products manufactured specifically for or used in the practice of dentistry that comply with relevant International, European Community and National manufacturing and health standards.
- b) Products manufactured for dental care purposes.
- c) Exhibitors having a display stand may exhibit or demonstrate their products on the stand of another exhibitor with their consent.
- d) In addition to the provisions of clause 1.5.2, exhibitors who are suppliers of services only may complement their stand with an unaccompanied display of dental products, provided that those products are admissible exhibits under clause 1.5 and are also on display on the stand of the manufacturer or distributor of that product.

1.5.2 Other Products and Services

- a) Products, publications or services that are applicable to dentistry. The display of advertisements for staff on stands or the issue of such advertisements within the exhibition area is prohibited other than with the written permission of the Organiser.
- b) Products or services that are not specifically applicable to dentistry but which the exhibitor wishes to sell or display may be allowed if these are listed, notified and approved by the Organiser at the latest one month prior to the opening of BDTA Dental Showcase.

1.6 LEGISLATION

All products, publications and services must comply with the relevant legislation. Products that are subject to the UK Medicines Act or other relevant legislation may not be exhibited unless a licence has been granted or applied for and all packaging, advertising and display conform to such legislation. Products under licence application may only be exhibited if accompanied by a notice stating that the product is not for sale pending the granting of a licence. Exhibitors should be aware of the requirements of the Medical Devices Directive of 14 June 1993, in particular Article 4, paragraph 3, as follows:

At trade fairs, exhibitions, demonstrations, etc. Member States shall not create any obstacle to the showing of devices which do not conform to the Directive, provided that a visible sign clearly indicates that such devices cannot be marketed or put into service until they have been made to comply.

1.7 LOTTERIES, GAMES OF CHANCE, COMPETITIONS AND FREE DRAWS

1.7.1 Legal Constraints.

The organisation or promotion of unlawful lotteries, betting or gaming is expressly forbidden.

1.7.2 Exhibitors' Responsibilities

Exhibitors will be solely responsible for ensuring that any lottery or competition that they organise and/or promote complies with all relevant statutory provisions.

1.7.3 Organiser's Responsibilities

The Organiser may at its sole discretion refuse to allow any such draw or competition and may require the exhibitor to remove all references to the draw or competition from their stand.

1.7.4 Advance Notification

Details of all proposed competitions and free draws should be submitted to the Organiser at the latest one month prior to the opening of BDTA Dental Showcase.

1.8 EXHIBITION OFFERS AND SAMPLES

Exhibitors should ensure that any promotions they organise are legal and are not detrimental to the image of the Association, nor, in the long term, damaging to the profitability of traders. Free samples must be confined to a reasonable quantity of a product. No person shall distribute or give away any item of food, drink or tobacco not supplied by the Official Venue Caterers without the express written consent of the Venue. This should be obtained by written application to Plancourt Limited. If the Venue gives consent and the circumstances are such that, in the opinion of the Venue, the distribution or gift is liable to have a significant effect on the sale of food, drink or tobacco by the Venue, the Organiser, as a condition of the consent will charge the exhibitor such sums as the Venue considers to be equivalent to the reduction in profits likely to be suffered as a result of the distribution or gift. Attention is drawn to the Food Safety Act 1990 and all other relevant legislation.

1.9 SUB-LETTING

Sub-Letting is not permitted. This restriction shall not prevent the exhibitor being supported by the staff of organisations for which an agency or distributorship is held.

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1.10 STAND SHARING

Stand sharing is not normally permitted. Exceptionally joint applications may be considered provided:

- a) One person/company takes responsibility for all details, including payment.
- b) The names and addresses of all exhibitors accompany the application form.
- c) The minimum size for a stand shared by two exhibitors is 16 sq m, increasing by 8 sq m for each additional exhibitor.

1.11 REMOVAL OF EXHIBITS

No stand may be dismantled or goods removed from display before the commencement of the breakdown period other than emergency removals, for which an Official Pass must be obtained from the Organiser's Office. The structural elements of space only stands must not be broken down before 08.00 hrs on the day following the close of BDTA Dental Showcase.

1.12 ADVERTISING

1.12.1 Advertising Sites

Exhibitors must not affix or display advertisements or signs of any description in the exhibition anywhere but within the confines of their own stands. No advertising by means of posters, carrier bags or similar articles, bill distributors or otherwise shall be carried out by or on behalf of exhibitors away from their stands or in the vicinity of the Exhibition Halls or outside the Venue other than on Venue approved sites or those provided by the Organiser within the Halls.

1.12.2 Advertising, Promotions, Information and Claims

Exhibitors are required to comply with all relevant legislation, including the Consumer Protection Act 1987 and the Trade Description Act 1968, the rules of the Advertising Standards Authority and the British Dental Trade Association's Code of Practice with regard to advertising, promotions, information and claims.

1.13 AUDIO VISUAL DEMONSTRATIONS AND SOUND PRODUCING EQUIPMENT

- a) Exhibitors using such equipment must not cause nuisance or harm to exhibitors on adjacent stands nor locate their equipment so that this creates obstruction in the aisles. Exhibitors must comply with the relocation or modulation of such equipment if required to do so by the Organiser.
- b) Demonstration speakers must be located as close to the centre of the stand as possible on island sites or at the back of the stand on closed sites.
- c) General background noise must not exceed 70db and noise from demonstration speakers must not exceed 80db at the edge of the stand and may not be maintained at that level for longer than 15 minutes in any one given hour all in accordance with Noise at Work Regulations 2005.

1.14 LABORATORY STANDS

Dental laboratories participating for the purpose of offering their services must restrict their display to examples of their work and may only display or demonstrate products which are marketed by other exhibitors and which have been or are being used in conjunction with the work on display.

1.15 LABORATORY WORK – ORTHODONTIC APPLIANCES, etc., ON DISPLAY OTHER THAN ON LABORATORY STANDS

A single note or sign not larger than 12" x 12" (30cm x 30cm) may be displayed on any part of a stand, other than on the fascia of a shell scheme stand, to indicate the laboratory or laboratories responsible for the dental prostheses or orthodontic appliances displayed. No other advertising of laboratories' services will be permitted on a stand.

1.16 FORCE MAJEURE

The Organiser may postpone, shorten or extend the exhibition, or otherwise change the times and dates, for reasons beyond its control. In such cases, and in any other of force majeure, the exhibitor shall not have the right to cancel the contract or to claim for damages. If, for the aforesaid reasons, the exhibition is not held, exhibitors may be required to pay up to 25% of the stand rent (whether shell scheme or "space only") to cover general expenses. The exhibitor shall not be obliged to pay a higher amount, unless he has given instructions for additional services to be rendered at his expense. If the Organiser has to cancel the exhibition, no further payment shall be due. No damages can be claimed from the Organiser.

1.17 PAYMENT

1.17.1 Stand Rental

A deposit of 20% of the total stand rental (plus VAT) is required with the application for space, but the Organiser reserves the right to require payment of the full stand rental with the booking. The balance of the total stand rental is to be paid by the due date shown on the Exhibitor Booking Form (see also the Exhibitor Checklist Timetable).

1.17.2 Method of Payment

By credit card, sterling cheque or draft drawn on a UK bank in favour of "The British Dental Trade Association". An additional charge of £50 may be imposed on those not complying with this requirement.

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1.17.3 Other Charges

To be paid within 28 days of invoice or in accordance with the terms of the relevant contractor. Exhibitors are ultimately liable for all work carried out on their behalf. Where instructions are placed with the Shell Scheme Contractor and/or Official Electrical Contractor by the exhibitor's design consultants or stand contractors the exhibitor will be liable for settlement of any unpaid accounts. The Organiser reserves the right to charge exhibitors for additional costs resulting from a change in the exhibitor's requirements.

1.17.4 Non Payment of Deposit and/or Balance Due

If the exhibitor should fail to pay the deposit and/or balance of the charges by the dates prescribed for payment thereof it shall be lawful for the Organiser to cancel the hire but the exhibitor shall nevertheless remain liable for the amount stipulated in the notification of space allocation together with any expenses incurred by the Organiser.

1.17.5 VAT

Payments are subject to VAT at the current rate where applicable.

1.18 CANCELLATION OF STAND

In the event of a stand cancellation, the right to that stand will revert to the Organiser. It is not to be regarded as an asset at the disposal of the (former) exhibitor. Unless otherwise provided in 1.16 or 1.17 the terms relating to payment/refund will depend on the time when written notification of cancellation is received by the Organiser, as follows:

For stands booked before the closing date shown on the Exhibitor Booking Form

- a) Before the exhibitor is sent Notification of Stand Allocation – the exhibitor is liable for and shall forfeit 10% of the full stand rental.
- b) No later than 21 days after the exhibitor is sent Notification of Stand Allocation – the exhibitor is liable for and shall forfeit 15% of the full stand rental.
- c) More than 21 days after Notification of Stand Allocation until balance of stand rental is due – the exhibitor is liable for and shall forfeit 20% of the full stand rental, together with the whole cost of any additional charges paid or due in respect of extra services. In addition the exhibitor will be liable for the balance of the stand rental, if it is not possible to re-let the space.
- d) After due date for Final Payment of stand rental – the exhibitor is liable for and shall forfeit the full amount of stand rental (whether paid or not) together with the full cost of any additional services ordered.

For stands booked after closing date shown on the Exhibitor Booking Form

- a) Before the exhibitor is sent Notification of Stand Allocation – the exhibitor is liable for and shall forfeit 10% of the full stand rental.
- b) No later than 7 days after the exhibitor is sent Notification of Stand Allocation – the exhibitor is liable for and shall forfeit 15% of the full stand rental.
- c) More than 7 days after Notification of Stand Allocation until balance of stand rental is due – the exhibitor is liable for and shall forfeit 20% of the full stand rental, together with the whole cost of any additional charges paid or due in respect of extra services. In addition the exhibitor will be liable for the balance of the stand rental, if it is not possible to re-let the space.
- d) After due date for Final Payment of stand rental – the exhibitor is liable for, and shall forfeit the full amount of stand rental (whether paid or not) together with the full cost of any additional services ordered.

For stands booked after the due date for final payment

- a) Payment in full must be received with the booking.
- b) No later than 7 days after the exhibitor is sent Notification of Stand Allocation – the exhibitor is liable for and shall forfeit 25% of the stand rental together with the full cost of any additional services ordered.
- c) More than 7 days after the exhibitor is sent Notification of Stand Allocation – the exhibitor is liable for and shall forfeit 100% of the stand rental together with the full cost of any additional services ordered.

1.19 INSURANCE

The exhibitor shall indemnify the Organiser and the Exhibition Hall Management against all costs, claims, demands and expenses to which they may in any way be subject or liable, as a result of any loss, injury or death, or damage to property however caused by the exhibitor's products, agents or employees. Exhibitors are required to insure their legal liability for an indemnity of sufficient amount, depending on the nature of their exhibit, but not less than £1,000,000. Exhibitors must submit their own policy or certificate of insurance for inspection and approval to the Organiser or its agents at the latest one month prior to the opening of BDTA Dental Showcase. The Organiser does not accept liability and will not be under any liability to exhibitors or their employees or agents in respect of any direct or indirect damage or loss.

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1.20 ENTERING OTHER EXHIBITORS' STANDS

Exhibitors may not enter another exhibitor's stand except with the express permission of that exhibitor.

1.21 ANIMALS

Animals shall not be admitted to the exhibition except guide dogs of registered disabled persons. It is the responsibility of the dog's owner to appropriately supervise the guide dog and ensure that it is appropriately fed and watered.

1.22 AUTHORITY ON THE PREMISES

The Organiser shall be responsible for and be entitled to act as the owner of the premises during the erection and dismantling periods and the duration of the exhibition. In all cases the Organiser's decision shall be final.

1.23 BEHAVIOUR OF STAND PERSONNEL

All exhibitors and stand personnel shall at all times behave in a proper and businesslike manner whilst on site. Any unacceptable behaviour or behaviour that the Organiser believes could be dangerous or likely to bring the industry into disrepute will not be tolerated.

1.24 INFRINGEMENT OF EXHIBITION POLICY, RULES AND REGULATIONS

Infringement of the Association's Exhibition Policy, Rules and Regulations will render the exhibitor(s) concerned liable for the removal of offending exhibits and/or personnel, the closure of their stand and/or the requirement that the offending activity cease and will endanger their participation in future BDTA exhibitions