



RYA DINGHY SHOW

Purpose of the RYA

The RYA's Purpose is to Promote and Protect Safe, Successful and Rewarding British Boating.

Show Objectives

The objectives of the RYA Dinghy Show are as follows:

1. Increase participation in dinghy sailing and retention of dinghy sailors in the sport by inspiring and enthusing members and other visitors through the provision of an appealing show experience including a programme of talks, seminars, coaching and demonstrations as well as interaction with experts on a wide range of stands.
2. To be the leading dinghy sailing show in the world; inspiring and motivating people to get out on the water in sailing dinghies and complimentary watersports.
3. Raise the profile of dinghy and promote dinghy sailing as accessible sport for all.
4. Showcase both equipment for dinghy sailing and the infrastructure of the sport, such as clubs and class associations to visitors.
5. Show and promote the work of; the RYA; the RYA affiliated clubs and classes; and RYA recognised training centres.
6. Facilitate the achievement of the RYA's Purpose with regard to competitive and recreational dinghy sailing and related goods, services, knowledge and activities.
7. Provide an opportunity to engage with current and potential RYA members and RYA qualification holders.
8. Provide sponsorship and supporting opportunities.
9. To achieve the above within a commercially viable framework.

10. Due to the restrictions imposed on large scale events as a consequence of COVID-19, it has been decided to hold a virtual show in 2021 using the vFAIRS virtual platform to meet the objectives set out above.

TERMS & CONDITIONS

1. DEFINITIONS

Online Application Form means the form appended to these terms and conditions and of which these terms and conditions form part.

Exhibits means those exhibits displayed at the virtual Show.

Exhibitor means the legal person identified in the Application Form and any of its respective employees, servants, contractors, sub-contractors and agents.

Host means the operators of the vFAIRS platform.

Show means the event organised by the Organiser entitled "The RYA Dinghy Show 2021".

Organiser means the Royal Yachting Association and its lawful assigns.

Organiser's Objectives means the Organiser's objectives for the Show as set out in the Terms and Conditions

Stand/booth Fee means the total fee payable as set out on the relevant invoice, based on the fees referred to on the on the Dinghy Show Website.

Stand/booth means the stand allocated to the Exhibitor by the Organiser pursuant to Clause 3.

Terms and Conditions shall mean the online Application Form, these terms and conditions and all other written terms and conditions issued from time to time by the Organiser or by the Host in relation to the Show.

2. TYPES OF STAND

There shall be two types of stand for the virtual Show:

2.1 Commercial:

2.1.1 A Commercial Stand may be used for retailing dinghies and associated equipment subject to payment of the appropriate Commercial Stand fee as specified on the RYA Dinghy Show online application form.

2.2 Non-Commercial:

2.2.1 A Non-Commercial Stand is only available to RYA Affiliated Clubs or Class Associations who have paid the RYA Affiliation fee for the year in question no later than 31st January 2021.

2.2.2 The fee for a Non-Commercial Stand is specified on the online application form.

2.2.3 New Clubs or Class Associations may affiliate to the RYA, subject to meeting the RYA's affiliation requirements. Until such time as a request for affiliation is approved, the new Club or Class Association shall be treated as commercial and is not eligible for a Non-Commercial stand.

2.2.4 Clubs or Class Associations unable to affiliate to the RYA in advance of the Show may apply for a Commercial Stand.

2.2.5 In the event that a new Club or Class Association is granted affiliated status in the period between submitting the booking form and the Show a refund may be given for the difference between the Commercial Stand fee and the Non-Commercial Stand fee.

2.2.6 A Non-Commercial Stand shall only be used for the promotion of a single Club or Class Association. No Trading is permitted from a Non-Commercial Stand. Those wanting to sell dinghies must apply for a Commercial Stand.

2.2.7 For the purposes of clause 2.2.4, Trading is defined as:

The display of prices, price lists, brochures etc. other than literature promoting the work of the class association and the associated event programme.

2.2.8 Exhibitors should provide an individual to answer questions originating from the virtual stand/booth chat function during the live show times. For a non-commercial stand, this should be a member of the club or class association.

- 2.2.9 Clubs and Class Associations must clearly display on their virtual stand/booth the name of the Club or Class Association and a list of Club or Class Association events.
- 2.2.10 Clubs and Class Associations taking a stand/booth at the Show shall commit to undertaking joint promotion of the show to their membership and encourage members to register and attend the virtual show.
- 2.2.11 Clubs and Class Associations shall make their members aware of the virtual Show by using any promotional assets available to them, for example by publicising the virtual Show in any newsletters, club websites or social media.

3. ALLOCATION OF STANDS/BOOTHS

- 3.1 The Organiser may decline to accept a virtual stand/booth booking from any potential exhibitor whose:

3.1.1 Exhibit does not support the Show Objectives.

3.2.2 in the event the Organiser considers that the type of stand/booth requested on the Application Form does not reflect the potential exhibitors intended use of the stand; and

3.3.3 for any other reason in the Organisers discretion.

4. SPONSORSHIP

- 4.1 A Club or Class Association may display sponsors' names or logos on Non-Commercial Stands, subject to the following conditions:
- 4.2 Sponsorship promotion on a Non-Commercial Stand is limited to the sponsor's company name or logo only – no specific offer, promotion or package can be promoted.
- 4.3 Sponsors should not make reference to vehicles, literature, products or merchandise for sale, inspection or distribution on a Non-Commercial Stand/booth, or take data, give quotes or take orders for post-show delivery. If a Club or Class Association allows a sponsor to use a Non-Commercial Stand for this purpose, then they will cease to be eligible for a Non-Commercial Stand and will be charged the Commercial Stand rate.

- 4.4 The Club or Class Association may only display such items which form a bona fide part of the exhibiting Club or Class Association's activities when displaying a sponsor's logo. For example, an advert with details of a forthcoming regatta sponsored by the company whose name or logo is displayed on the Club or Class Association stand would be regarded as forming a bona fide part of the exhibiting Club or Class Association activities.
- 4.5 The name or logo of any sponsor, should not be more prominent than the name or logo of the affiliated Club or Class Association itself.
- 4.6 Sponsorship by providers of goods and services which in the RYA's opinion:
- 4.6.1 would be in direct conflict with the RYA's Purpose;
 - 4.6.2 is likely to damage the RYA's reputation e.g. tobacco products; drugs (not available from a pharmacist); political services; racial services; sexual services; and nuclear fuels;
 - 4.6.3 would be in direct conflict with an organisation supported by the RYA including The Green Blue and Sailability;
 - 4.6.4 is likely to be considered offensive by a significant section of the RYA membership;
- is prohibited.
- 4.7 Exhibitors should notify the Organiser by 31 January preceding the show of their intention to have a sponsor's name or logo on their stand/booth.
- 4.8 Exhibitors should ensure that their sponsors are aware of and comply with these regulations, any fees charged or inconvenience caused arising from the removal of prohibited displays, or product will be allocated to the Exhibitor who submitted the stand/ booth application.
- 4.9 If any Exhibitor having been accepted as a Non-Commercial Stand is found to be in breach of these terms at any point during the Show the Organiser may:
- 4.9.1 Request the Exhibitor cease the activity carried on in breach of these terms: and/ or
 - 4.9.2 issue an invoice to the Exhibitor for the equivalent sized Commercial Stand: and/or

4.9.3 Refuse to accept future bookings from that Exhibitor.

5. EXHIBITS

Exhibitors may not advertise any items in addition to or in place of those described on the Application Form except with the express permission of the Organiser. The Exhibitor must satisfy itself that the items will comply with the Show Objectives.

6. CANCELLATION

6.1 Cancellation will not ordinarily be accepted.

6.2 Requests for cancellation must be given at least one month prior to the show. Refunds will only be given in exceptional circumstances.

7. STAND PRICING

The prices for stands shall be as set out on the RYA Dinghy Show online application form and the RYA Dinghy Show website.

8. PAYMENT OF STAND FEE

8.1 The Stand Fee shall be invoiced by the Organiser upon provisional allocation of a virtual stand/booth space in accordance with Clause 3. No binding commitment is entered into between the parties for stand space until the full amount is paid.

8.2 Formation of a contract between the Organiser and the Exhibitor will take place once a confirmation of booking email has been sent by the RYA.

8.3 Payment by the Exhibitor will be in line with the Exhibitors agreed credit terms with the RYA.

9. STAND/BOOTH AND EXHIBITS

9.1 On receipt of a confirmation of booking email, the Exhibitor will be sent a specific url for their stand/booth area.

9.2 The Exhibitor will be required to upload their images, videos, documents, price lists and other information to the stand/booth.

9.3 This should be uploaded by Friday 29th January 2021.

- 9.4 The Exhibitor shall be entitled to display only those Exhibits specified on the Application Form.
- 9.5 Exhibitors may be asked to amend their Stand/booths where the intended displays do not support the Show Objectives.
- 9.6 If the Exhibitor fails to comply with a request made under Clause 9.5, this agreement may be brought to an end. The decision of the Organiser shall be binding in any dispute regarding Stand/booth allocation.

10. REMOVAL OF EXHIBITS AND PROMOTIONAL MATERIALS

The Organiser reserves the right in its absolute discretion to require the Exhibitor to remove any online Exhibits or promotional materials that may be displayed at the virtual Show and which, in the absolute discretion of the Organiser, are deemed to be inappropriate and/or contrary to the Show Objectives.

11. ATTENDANCE

The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted exhibitors to be present at the virtual Show or the failure of any number of attendees be present at the virtual Show for any reason beyond the reasonable control of the Organiser. The name of any other exhibitor which may appear on any listing, plan, stand/booth list or any statement made by or on behalf of the Organiser that any exhibitor is booked to be present at the Show provisionally or otherwise shall not constitute any warranty representation or undertaking by the Organiser that any such exhibitor shall be present at the virtual Show or be present at any particular position. Submission by the Exhibitor of the Application Form shall not be conditional on the presence or location of any other exhibitor at the same or any other Exhibition.

12. EXCLUSION OF PERSONNEL

The Organiser reserves the right in its absolute discretion to exclude or remove from the Show's virtual platform any person whose presence is undesirable in the Organiser's opinion and/or contrary to Show Policy and the Organiser may exercise such right notwithstanding that any such person is the employee, agent or permitted contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

13. UNDESIRABLE ACTIVITIES

If it appears to the Organiser that the Exhibitor may be engaged in activities which are deemed to be contrary to the Show Policy or which are unethical or to be in breach of any law or regulations, the Organiser may, without being under any liability to refund or abate any charges paid or due from the Exhibitor cancel any Stand/booth allocation which may have been made to the Exhibitor and require it forthwith to vacate the Stand/booth allocated to it and refuse the Exhibitor the right to participate further in the Show.

14. COMPLIANCE WITH REGULATIONS

The Exhibitor shall abide by and observe the provisions of these Terms and Conditions and all requirements, laws, rules and regulations whether imposed by the Organiser, the Host or any municipal or other competent authority.

15. POSTPONEMENT OR ABANDONMENT

Neither party shall be in breach of these Terms and Conditions if it is prevented from or delayed in performing its obligations under these Terms and Conditions by acts, events, omissions or accidents beyond its reasonable control ('Force Majeure'). If the virtual location, time or date of the Show becomes unsafe or undesirable due to an event of Force Majeure, including but not limited to war, earthquake, typhoon, adverse weather, strike, fires, floods, terrorism, pandemics, acts of god and any natural disaster, internet or technical failure the Organiser reserves the right to cancel or postpone the virtual Show or to change the virtual location or time with immediate effect. In the event of cancellation the Organiser shall be entitled to pay any Show costs that cannot be refunded, cancelled or otherwise avoided from the Stand/booth Fees paid or payable by Exhibitors and shall refund the balance of the Stand Fees to the Exhibitors less the unavoidable Show costs that have been paid by the Organiser. Exhibitors shall be responsible for any cancellation charges, costs or damages incurred by them in respect of such cancellation. No such refunds shall be given in the event of a postponement or change of virtual location or time.

16. BANKRUPTCY

In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation, having a Receiver or Administrator appointed in respect of any of its assets then the Organiser reserves the right to terminate the contract with the Exhibitor.

17. LIABILITIES

17.1 Nothing in these Terms and Conditions shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law. Subject to the immediately preceding sentence:

17.1.1 the Organiser shall have no liability for the damage, theft or loss of the Exhibitor's property or intellectual property that occurs in connection with the virtual Show. If insurance for such loss or damage is desired, it must be obtained independently by the Exhibitor and at the Exhibitor's sole cost;

17.1.2 neither the owner of the venue nor the Organiser accepts any liability for any accident, damage or injuries suffered in any way in connection with the Show by the Exhibitor, his employees, agents, contractors, Representatives, invitees or any other person whatsoever;

17.1.3 the Organiser shall not be liable to the Exhibitor for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

17.1.4 the Organiser shall have no liability if delivery of goods and materials or execution is held up or prevented by an event of Force Majeure or by failure of the Exhibitor his staff, agents or contractors to give the necessary instructions or supply the necessary information in due time; and

17.1.5 the Organiser's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in

connection with these Terms and Conditions shall be limited to the fees paid by the Exhibitor to the Organiser under these Terms and Conditions.

17.2 The Exhibitor shall indemnify the Organiser against all actions, claims, suits, costs, expenses or demands (whether in respect of damage to property, personal injury or otherwise and including all legal costs and other expenses suffered or incurred by the Organiser) which any person may bring or claim against the Organiser arising in relation to the breach by the Exhibitor, his staff, stand personnel, contractors or visitors, of these Terms and Conditions, the supply by the Exhibitor of products or advice, including any free samples or advice, or any breach of any health and safety or other legal duty which applies to them.

18. INSURANCE

All Exhibitors should consult their insurance company or broker to ensure that they are adequately covered for all risks arising out of the virtual Show. Particular attention is drawn to the need to obtain insurance for: abandonment; cancellation; public liability and employer's liability.

19. PROHIBITION OF TRANSFER

The Exhibitor may not assign, sub-let or grant licences in respect of the whole or part of the Stand/booth allocated to it without the express permission of the Organiser. The Exhibitor shall not share any passwords or log in details for the booth outside of its organisation.

20. PROMOTION AND REPRESENTATION

Whilst the Organiser shall use its reasonable endeavours to organise and promote the virtual Show in such manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion notwithstanding any previous statements as to strategy. Any statements made by or on behalf of the Organiser as to audience projections or methods or timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty and the Exhibitor confirms that it has not relied on them in entering into this contract.

21. USE OF SHOW LOGO/ INTELLECTUAL PROPERTY

- 21.1 The Exhibitor acknowledges that all intellectual property rights in the Organiser's logo and any Show logo shall remain the property of the Organiser and these terms and conditions do not operate to vest in the Exhibitor any right, title or interest in or to the Organiser's Logo or any Show logo. Any and all use of the Organiser's Logo or Show logo is subject to the Exhibitor obtaining the prior written consent of the Organiser which may be withheld.
- 21.2 In the event that the Organiser grants permission to the Exhibitor to use the Show logo the Exhibitor agrees to comply with such terms as the Organiser may impose on the use of the Show logo and in particular will not alter, change, or reconfigure such Show logo.
- 21.3 Neither the Organiser nor the Exhibitor shall acquire any intellectual property rights owned or used by the other. All intellectual property rights, together with all goodwill attaching to the same, shall remain the sole property of the party to whom they belonged at the time Exhibitor was accepted to exhibit at the Show.

22. ENTIRE AGREEMENT

The Terms and Conditions contain the entire agreement between the Organiser and the Exhibitor and may not be varied except as may be agreed in writing.

23. RIGHTS OF THIRD PARTIES

No terms of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

24. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.