

## **UK GAMES EXPO - TERMS & CONDITIONS**

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The following terms and conditions apply to everyone attending UK Games EXPO as a private individual rather than as a trader, a volunteer, or a member of staff at a venue in which the UK Games EXPO is taking place.

### **INTERPRETATION AND GENERAL**

- 1) UK Games EXPO (the "Event") is an annual gaming convention for both dedicated hobby gamers and the wider public. The Event is organised by the directors of UK Games Expo Ltd. Richard Denning and Tony Hyams (the "Organisers").
- 2) The Event takes place in The National Exhibition Centre, Birmingham B40 1NT (the "NEC") and The NEC Hilton Metropole Hotel, Harbet Drive, Birmingham B40 1PP (the "Hilton").
- 3) For the purpose of these terms and conditions:
  - a) references to the "Venue" include both the Hilton and the NEC as appropriate;
  - b) references to the "Event" are to the particular occasion for which an individual buys tickets and / or attends.
- 4) Anyone attending the event, or ordering tickets for the Event in advance with the intention of attending, who is not acting as a trader or a volunteer but attending as a private individual (an "Attendee") undertakes to act in accordance with these terms and conditions.
- 5) In addition, every Attendee will:
  - a) follow any instructions and comply with any reasonable requests made to the Attendee in advance of or during the Event by the Organisers or anyone acting as a Volunteer at the Event
  - b) follow and act in accordance with any terms and conditions laid down by the management or staff of the Venue to the extent that they are communicated to the Attendee either prior to or during the Event; and
  - c) comply with any reasonable instructions given to the Attendee by the management or staff of the Venue either prior to or during the Eventas though any such terms and conditions or instructions were incorporated into these terms and conditions.
- 6) These terms and conditions shall be subject to the laws of England and Wales.
- 7) All matters and questions not covered by these terms are subject to the

decision of the Organisers. Attendees agree to abide by and conform to all additional rules and regulations from time to time adopted or prescribed by the Organisers for the management of the Event to the extent that such rules and regulations are shown or explained to the Attendees.

## PURCHASE OF TICKETS AND REFUNDS

- 8) Everyone wishing to access the areas of the Venue in which the Event is being held must have a valid ticket.
  - a) There are two types of ticket:
    - i) Tickets to enter the Venue and gain access to the Event including the Trade Halls, open gaming space and public areas – (“Entrance Tickets”);
    - ii) Tickets to take part in individual competitions or role playing games – (“Event Tickets”).
  - b) Tickets may either be purchased online in advance of the Event, or else bought on the door. For online purchases we accept credit and debit cards. On the door we accept cash, cheques, debit and credit cards also, but this facility may not always be available and Attendees are strongly advised to either buy online or else bring cash or a cheque book to the Event.
  - c) All tickets (including those purchased online in advance) will be issued to an Attendee on the first day that the Attendee comes to the Event. When collecting pre-booked tickets an Attendee should give the name of the person in whose name the booking was made and who paid for the tickets.
  - d) If an Attendee buys tickets online, but then discovers that he will be unable to attend, a refund of the purchase price may be obtained by e-mailing [Tony@ukgamesexpo.co.uk](mailto:Tony@ukgamesexpo.co.uk) requesting a cancellation provided that the e-mail is received by midnight on Thursday 1st June 2017. If an e-mail is sent after Thursday 1st June 2017 no refund will be made. Please be aware that any emailed cancellation requests received in the 7 days before 1st June 2017 may not be replied to before Monday 19th June 2017.
  - e) Entrance Tickets and Event Tickets for miniatures’ tournaments will not normally be refunded at the Event itself.
  - f) If an Attendee has purchased an Event Ticket (other than for a miniatures’ tournament), but is then unable to participate in the tournament or role playing game for which he had bought an Event Ticket, he may present the Event Ticket to the admin desk and request a refund. Refunds will only be made if the admin desk manager in their absolute discretion considers that there is a reasonable chance that the Event Ticket could be re-sold. Therefore requests for a refund made within 4 hours of the start time are unlikely to be met.
  - g) Under no circumstances will refunds of either Entrance Tickets or Event Tickets be made if the request for the refund is not made until after the Event

has ended for that year.

## 9) ADMITTANCE TO THE EVENT

- a) Anyone aged 11 or over must have an Entrance Ticket for each day that he or she wishes to attend. This is in addition to any Event Tickets that the Attendee may buy in order to take part in role-playing games or participate in competitions
- b) Children aged 10 or under do not have to pay for an Entrance Ticket but will be given a free ticket on arrival at the Venue. This is on the basis that the child is accompanied by an adult who has a valid Entrance Ticket, will remain with the child during the Event and will be responsible for ensuring both the safety of the child and that the child complies with these terms and conditions.
- c) Entrance tickets must be placed in the holder and worn on the UK Games Expo lanyard as provided in clear sight throughout the time that the Attendee is at the Event.

## TRADING HOURS

10) Trading hours as set out below:

- i) Friday – 11 am to 5 pm
- ii) Saturday – 9.30 am to 6pm
- iii) Sunday – 9.30 am to 4 pm

Outside these core hours although the Trade Hall will be closed it will still be possible to take part in other activities at the Hilton including taking part in role playing games (for which an Event Ticket is needed), using the open gaming space and borrowing games from the games library.

- 11) The Organisers have confirmed with Birmingham Trading Standards that for the purpose of the Sunday trading laws the Event is categorized as a fair or market and thus is permitted to open to the public at 9.30am (reference number ENVTRA01366018).
- 12) The Event ends at 4pm on Sunday. All Attendees are required to leave the Venue promptly taking all of their personal belongings with them

## EVENT ENVIRONMENT

- 13) The Event attracts a wide range of Attendees of all ages and the Organisers aim to provide a safe environment in which all Attendees as well as those attending as traders, volunteers, or Venue staff may enjoy the opportunity to see, play and buy the widest range of games.

- 14) In order to ensure that this environment is maintained all Attendees are required to behave in a manner which is respectful to others and is suitable for a situation in which children will be present. The Organisers have put in place a series of policies to promote this environment which all Attendees must adhere to, the full text of which can be found on the website.
- 15) Traders are required to ensure that any material displayed or activities undertaken on their stands are appropriate. Similarly all Attendees should ensure that any costumes that they wear, items that they bring to and use during the event, and the way in which they behave is appropriate. [If any Attendee becomes aware of any material or activities that they do not consider appropriate they should in the first instance report their concerns to staff on the front desk who will arrange for any necessary action]

## 16) SANCTIONS

- a) If the Organisers in their absolute discretion consider that any Attendee has materials with them or is acting in a way which;
- i) poses risks to the health and safety of others attending the Event; and/or
  - ii) contravene the terms and conditions of the NEC or the Hilton as appropriate; and/or
  - iii) may cause damage to the structure or any part of the fabric of the Venue; and/or
  - iv) are likely to cause offense or distress to others attending the Event and/or
  - v) are unsuitable for an Event aimed at a family audience and attended by small children

The Organisers will request the Attendee to cease any such activities and remove any offending items from the Venue

- b)
- c) If an Attendee fails to cease any such activities or remove any such offending items when requested to do so the Organisers may take whatever action they deem appropriate up to and including ejecting the Attendee from the Event.
- d) The Organisers reserve the right to refuse admission to any Attendee if they in their absolute discretion decide the Attendee is inappropriately clothed or attempting to use materials or perform actions of a dangerous or objectionable nature.
- e) Any Attendee who is uncertain as to the appropriateness or acceptability of any costume, materials or activities should discuss his or her concerns with the Organisers in advance of the Event

## FORCE MAJEURE AND OTHER CANCELLATION OF THE EVENT

- 17) The Organisers reserve the right to cancel the Event at any time if they deem

this necessary, including if the Event is interrupted and/or discontinued, or access to the Venue is prevented or interfered with by reason of any industrial dispute, act of war, civil disturbance, terrorist action, act of God, or instruction from the police, the local authority or any other governmental agency, or if the Venue is damaged whether maliciously or by accident or the management of the Venue are unable to provide the expected facilities. In the event of such cancellation, the liability of the Organisers shall be limited to refunding any fees paid by an Attendee in advance of the Event subject to a pro rata reduction for that portion of the anticipated time for which the Event was scheduled to run which in fact fell before any such cancellation.