In EXSA’s opinion, Damage Deposits, if collected by an Organiser, should be levied back to the exhibitor. Thus the “contractual link” between the venue – organiser – exhibitor – contractor is followed.

It should also be appreciated that if such deposits are then levied on to the contractor and the contractor is building several stands at one show, this would/could have the potential to accrue into substantial sums of money that must be funded from the contractor’s cash-flow if the exhibitor passes this on to their contractor.

The EXSA Suppliers Forum have therefore tabled this Guideline regarding the elements that could be considered for inclusion into a uniform industry “Guideline for Deposits”.

• That if such deposits are put into place by the organiser to the contractor they must be collected uniformly from **all stand contractors**, not only the more easily recognised contractors, but ALL contractors/suppliers (small or large), including exhibitor in-house contractors;

• That all such deposits required must be made known (for example through the Show website or exhibitor manual) as early as possible so that contractors can factor them into their plans, and **should not be introduced after three months prior to a Show,** thus allowing the contractor to be fore-warned and prepared;

• That since a contractual relationship only exists between the venue and the organiser, or the organiser and the ‘collection agency’ – the organiser accepts responsibility for all actions / non-actions taken in regards to damage deposits collected.

• That deposits are deposited into bona fide trust accounts, or held in the form of unbanked cheques;

• That the interest arising from such deposits must be distributed on a pro-rata basis back to the suppliers/contractors who were required to pay deposits;

• That the reconciliation and repayment of the account/damage deposit must take place **within four (4) weeks** following the breakdown of the Show and refunded at this time;

• That the conditions surrounding the withholding of amounts must be fair and equitably applied;

• That it is the responsibility of the organiser and/or the venue to provide photographic proof/evidence of before and after damage in order to substantiate claims;

• That any required repair work must be based upon the most cost effective quote from a minimum of three (3) suppliers and accepted by both parties.

**The EXSA Office**

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