

# Exhibition Terms & Conditions

## 1. Definitions.

In these Terms and Conditions the term "Exhibitor" means any person, firm or company who have made application for and who have been granted space in the Exhibition. The term "Exhibition" means Celebration Events wedding fayre that you have agreed attend to be held on the agreed date. The term "Organiser" means Celebration Events. The term "Venue" means the chosen venue.

## 2. Booking.

2.1 Booking of space at the Exhibition must be made on the Booking Form provided by the Organiser by the date of the event. Until the completed Booking Form has been received and accepted by the Organiser, the Organiser has the right without giving notice to the Exhibitor to reallocate the stand space to another Exhibitor and the booking will be null and void.

2.2 Upon acceptance of the Exhibitors Booking Form by the Organiser there shall be a contract between the Organiser and the Exhibitor to which these Terms and Conditions shall apply.

## 3. Allocation of Stand Space.

Every effort shall be made to allocate to the Exhibitor the stand space which has been ordered. However to facilitate an effective layout of the Exhibition and if the Organiser believes it to be in the best interest of the Exhibition, the Organiser has the right to make a space stand reallocation at any time, provided that the reallocation stand space shall not be more than 10% greater or less than the stand space which has been booked.

## 4. Payment.

4.1 The Exhibitor can pay a non-refundable deposit of 50% of the total cost, if agreed, to the Organiser before the date of the event.

4.2 The Exhibitor shall pay the balance of all monies due to the Organiser (hereafter referred to as the Booking Fee) before the date of the event.

4.3 In the event the Exhibitor fails to meet any such payment obligations (whether as to the amounts or the date of payment) or if one or more invoices remain unpaid after the period stipulated for this purpose, such non-payment shall ipso jure entail loss of entitlement to a stand, without prejudice to the other provisions of this article. In such case, the Organiser reserves the right and shall be entitled to cancel its contract with the Exhibitor, to refuse the Exhibitor access to the Exhibition and to resell or reallocate the stand space allocated to the Exhibitor and the provision of paragraph 5 below relating to cancellation charges shall apply. Any such cancellation, refusal, resale or reallocation by the Organiser shall not affect the Organisers right to demand any and all amounts that are payable by the Exhibitor.

## 5. Cancellation of Stand Space.

5.1 If the Exhibitor wishes at any time prior to the Exhibition to cancel or reduce the stand space allocated to him, then written notice of such wish, stating the reasons for such cancellation or reduction, must be given to the Organiser by recorded delivery post. For the avoidance of doubt the Organiser shall not be obliged to accept the Exhibitors notice of cancellation or reduction. The date of cancellation shall be the date the Organiser notifies the Exhibitor that it accepts the Exhibitors notice.

5.2 In the event that the Organiser accepts the Exhibitors notice of cancellation or reduction of his stand space, or in the event that the Organiser terminates the contract with the Exhibitor for whatever other reason, the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser and without being under any liability to refund or reduce any payments due under these Terms and Conditions) to reallocate or resell the stand space allocated to the Exhibitor and to apply, from the date of the contract between the Organiser and the Exhibitor, cancellation charges equal to the full amount of the deposit and booking fee as referred to in paragraph 4 above.

5.3 The Exhibitor hereby acknowledges that the above amounts represent reasonable compensation for the costs incurred by the Organiser as a result of the Exhibitors cancellation and that they do not represent a penalty.

## 6. Stand Space and Exhibits.

6.1 The Exhibitor must occupy the space allocated to him by the opening time (11:00am on the agreed date of the event). In the event the Exhibitor fails to do so he shall be deemed to have cancelled his stand space booking and the Organiser shall be entitled to resell or reallocate such stand space and the provision of paragraph 5 relating to cancellation charges shall apply

6.2 If in the opinion of the Organiser the Exhibitors display extends beyond his allocated space the Organisers may at its sole discretion charge the Exhibitor for the extra space so occupied at the prevailing rate.

6.3 The Exhibitor shall be entitled to exhibit only those articles that the Organiser deems suitable.

6.4 The Exhibitor must not erect his exhibit in a manner which would in the opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Exhibition or occasion inconvenience to otherwise affect the display of any other Exhibitor.

6.5 The Organiser and any other person either authorised by the Organiser or having an interest in the Venue shall without notice be entitled to access at all reasonable times before during and after the Exhibition the Exhibitors stand and shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Exhibitor.

6.6 Should any dispute arise as to the stand allocation, the extent of any extra stand space deemed by the Organiser to be occupied by the Exhibitor beyond that allocated or as to the Exhibitors right to display any exhibits, the decision of the Organiser shall be binding.

## 7. Exhibitors Representative and Passes.

7.1 The Exhibitor must supply to the Organiser the name of at least one person to be his representative in connection with the installation, operation and removal of his exhibits, at your earliest convenience.

7.2 In order to ensure only official access to the Exhibition areas the Exhibitor and his personnel will be issued with non transferable passes. No admission to the Exhibition areas will be allowed unless the pass is presented. The Exhibitor will be required to provide to the Organiser a list detailing the personnel who will be present on the stand before the date of the event.

## 8. Duration of Exhibition.

8.1 The Exhibition opening times are 11:00 to 16:00 on the agreed date. During these times the Exhibitors staff must adequately man the stands with the exhibits fully set up and not covered up. The Exhibitor must be ready and able to conduct business during the Exhibition opening hours.

8.2 The Venue will be available for the construction and preparation of exhibits from 9:00 on the agreed date. Should the Exhibitor wish to arrange the additional time he must contact the organiser in the week running up to the event date).

## 9. Removal of Exhibits.

9.1 No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without the written permission from the Organiser. If the Exhibitor acts in breach of this provision he shall pay the Organiser by way of compensation for the detraction to the Exhibitions appearance and in addition to all sums otherwise payable to the Organiser under these Terms and Conditions a sum equal to one third of the total amount payable by the Exhibitor for his allocated stand space.

9.2 The Exhibitor will be liable for all storage and handling charges resulting from his failure to remove all exhibits and his display materials from his allocated stand space.

9.3 The Exhibitor must surrender any occupied shell scheme in its original condition. The Exhibitor shall make good and indemnify the Organiser for any damage caused by the Exhibitor, his employees, agents or contractors to the Exhibition premises or to any shell scheme occupied by the Exhibitor.

## 10. Attendance.

10.1 The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Organiser.

10.2 Any Exhibitors booking form or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other Exhibitor at the Exhibition or any other Exhibition.

## 11. Exclusion of Personnel.

The Organiser reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence is or is likely to be undesirable and the Organiser may exercise such right notwithstanding that any such person is the employee, agent or contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

## 12. Undesirable Activities.

12.1 If it appears to the Organiser that the Exhibitor may be engaged in activities which are deemed to be contrary to the best interests of the

Exhibition or which appear unethical or to be in breach of the law, the Organiser may without being under any liability to refund or abate any charges due herein, cancel any stand space allocation which may have been made to the Exhibitor and require him forthwith to vacate the stand space allocated to him and refuse the Exhibitor the right to participate further in the Exhibition .

12.2 Canvassing for orders, except by the Exhibitor on his own stand in the normal course of his business is strictly prohibited and in any such case the right to expulsion referred to in paragraph 12.1 above will be exercised at once. The distribution or display by the Exhibitor of printed or other placards, hand bills or circulars or other articles except by the Exhibitor on his own display space is prohibited except by prior written agreement with the Organiser.

#### **13 Fire Precautions.**

All materials used for decorating or covering stands or displays must be of non-flammable material. The Exhibitor must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

#### **13.1 Food and Drink.**

The exhibitor shall not be able to cook food on the premises.

The exhibitor is selling alcohol on the premises requires a personal license which must be displayed on exhibiting.

#### **14. Compliance with Regulations.**

The Exhibitor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organiser , the proprietors or managers of the Venue, or any municipal or other competent authorities.

#### **15. Electric Lighting and Power.**

15.1 In the event that official contractors are appointed by the Organiser to carry out electrical work, the Exhibitor shall be responsible for settling all accounts of additional electrical work carried out on and for electrical current consumed over and above that included in the package by the Exhibitors stand or display directly with the contractor.

15.2 The Exhibitor shall ensure that all electrical installations over and above that included in the package on his stand space and all exhibits comply with any statutory or local regulations or requirements to which the Exhibition may be subject. Any direct light from an electrical device must be screened in such way as to avoid causing nuisance or discomfort to visitors or other Exhibitors.

#### **16. Insurance.**

16.1 The Organiser shall carry public liability insurance against personal injury death or damage to or loss of property by any cause whatsoever.

16.2 The Exhibitor shall also ensure that he has full indemnity insurance against the usual risks in respect of any loss, damage or injury to goods and persons.

#### **17. Cancellations or Changes of Location or Date of Exhibition.**

17.1 In the event that by reason of event outside the Organiser's reasonable control ( including, without limitation any strike or other industrial action involving the Organiser's workforce) the Exhibition or any part thereof is prevented from being held in a particular location or on a particular date the Organiser shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Exhibition or reduce the planned period of preparation, display, or dismantling of the Exhibition and in such event any refund of payments to the Exhibitor shall be at the absolute discretion of the Organiser.

17.2 Such refund, if given, shall be such proportion of the balance of the aggregate Exhibition fees received by the Organiser in relation to the Exhibition as the Organiser thinks fit after deducting expenses incurred by and reasonable compensation for the Organiser, but in no case shall the amount of any refund to the Exhibitor exceed the amount paid by the Exhibitor nor shall the Exhibitor be entitled to review or audit any of the organisers financial records. The Exhibitor hereby acknowledges that in the event any of the circumstances referred to in paragraph

17.1 occur he shall have no right to any refunds, damages or expenses.

17.2 In the event the Exhibition (or part thereof) is cancelled by the Organiser for commercial reasons, including without limitation, lack of support, then all payments made by the Exhibitor to the Organiser will be refunded, but the Exhibitor hereby agrees that in such circumstances he will have no further claim ( whether for damages or otherwise) against the Organiser.

#### **18. Defaults and Exhibitor's Insolvency.**

If the Exhibitor breaches or fails to perform or observe any obligations or restrictions set out in these Terms and Conditions, or if the Exhibitor

becomes bankrupt, commits any act of bankruptcy, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition with its creditors generally or has a petition preserved for the making of an administration order or has an order made or resolutions made for it to be wound up ( otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction then the Organiser shall be entitled without notice to the Exhibitor to terminate its contract with the Exhibitor forthwith and to resell or reallocate the stand space allocated to the Exhibitor and the provision of paragraph 5 above relating to the cancellation of stand space shall apply.

#### **19 Limitation of Liability.**

19.1 The Organiser, its employees or agents shall not be liable for any loss, theft, damage or injury to persons or property suffered by the Exhibitor, its employees and/or agents.

19.2 Information given by the Organiser about the Exhibition is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission will not entitle the Exhibitor to cancel his stand space booking.

19.3 Whilst the Organiser shall use its reasonable endeavours to organise and promote the Exhibition 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 and therefore any statements made by or on behalf of the Organiser as to the audience projections or methods or timing of promotion shall constitute only general indications of the Organisers promotion and organising strategy and shall not amount to any representation or warranty.

#### **20 Indemnity.**

20.1 The Exhibitor hereby fully and effectually indemnifies the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any cause whatsoever arising in connection with the participation in the Exhibition of the Exhibitor, his agents, contractors or employees. The Exhibitor also fully and effectually indemnifies the Organiser against any claim made by a contractor or agent, appointed by the Organiser as a result of a failure on the part of the Exhibitor , his agents, contractors or employees to perform in any way any contract entered into by the Exhibitor with such contractors or agents.

20.2 If the Exhibitor is a limited company, the directors of the Exhibitor hereby undertake to fully and effectually indemnify and keep indemnified the Organiser, its employees, agents and contractors against all costs, claims, demands, proceedings and losses for which the Organiser or its employees, agents and contractors may become liable in consequences of damage or injury to any person or property occasioned by or arising out of the act, default or negligence of the Exhibitor, its employees or agents or any other person under its direction or any independent contractor engaged by it.

#### **21. Assignment.**

The Exhibitor shall not be entitled to assign or delegate to a third party, any rights or obligations of the Exhibitor arising under these Terms and Conditions. The Organiser shall be entitled to assign the benefit (subject to the burden) of its contract with the Exhibitor without notice to or consent from the Exhibitor.

#### **22. Entire Agreement.**

These Terms and Conditions contain the entire agreement between the Organiser and the Exhibitor and may not be changed orally, but only in writing signed by a duly authorised representative of the party against whom enforcement of any waver, charge, modification or discharge is sought.

#### **23. Governing Law and Jurisdiction.**

These Terms and Conditions shall be constructed in accordance with English law and the Exhibitor hereby submits to the non-exclusive jurisdiction of the English courts.

