

TERMS AND CONDITIONS AND YOUR CONTRACT



**QUINTESSENTIALLY
BRITISH
EVENTS**

CLASSIC FESTIVALS AND EVENTS

Quintessentially British Events/Classic Festivals & Events
Unit 14 Earl Soham Business Centre, The Street, Earl Soham, Suffolk, IP13 7SA

01728 685302

exhibiting@classicfestivals.co.uk

www.classicfestivals.co.uk

Contract and Terms and Conditions

When booking a show with us and you fill out your booking form you have entered a contract with us. Please familiarise yourself with our Terms and Conditions which are below.

QUINTESSENTIALLY BRITISH EVENTS/CLASSIC FESTIVALS AND EVENTS

CONDITIONS OF BOOKING

1. Definitions

In these Conditions unless the context otherwise requires reference to the singular includes reference to the plural (and vice versa) reference to any gender includes reference to the other genders and the following expressions shall have the following meanings: -

"the Authorities" the local authority (including without limitation, its Trading Standards Department), the Fire Authority, the environmental health officer and the Health and Safety Executive and any other authority claiming jurisdiction over the Exhibition and/or the Venue;

"Booking Form" the booking form for the Exhibition completed by the Exhibitor;

"the Company" Classic Festivals and Events;

"the Contract" the contract between the Company and the Exhibitor resulting from acceptance by the Company of the Exhibitor's application for a Stand;

"Exhibitor" the company, firm or person described as the Exhibitor in the Booking Form;

"Exhibits" exhibits and/or goods and/or services to be displayed and/or sold and/or provided by the Exhibitor on the Stand as stated in the Booking Form;

"Exhibition" the exhibition, show or event referred to in the Booking Form;

"Exhibition Regulations" the regulations drawn up for the Show by the Company;

"the Fee" the total amount payable by the Exhibitor to the Company for the Stand including VAT as shown on the Booking Form;

"Stand" the space at the Exhibition to be occupied by the Exhibitor whether or not the Exhibitor uses the space for a stand as such; and

"Venue" the venue at which the Show is to be held.

Applications

- (a) All applications must be made on the Application Form.
- (b) The Company reserves the right to refuse any application without giving reasons and no agreement will be concluded until an application has been accepted by the Company in writing.
- (c) The supply of the Application Form does not constitute an offer of Space.
- (d) The Application Form must be completed with all the relevant details and sent to the Company at the address shown on the Form with a cheque for payment in full for the Space and any Optional Extras, personnel & vehicle passes requested.
- (e) No Space will be reserved until the Form and payment in full has been received or is due to be received.
- (f) The submission of an Application Form constitutes an acceptance of these Terms and Conditions

Space Allocation

- (a) Space is allocated at the sole discretion of the Company.
- (b) The Company reserves the right to determine and, at any reasonable time prior to the Event, change the location of an Exhibitor's Space.

Use of Space

- (a) The sharing of Space with another Exhibitor is not permitted.
- (b) The products and services provided by the Exhibitor in the Space must conform to the details provided on the Application Form.
- (c) Exhibitors must comply with the requirements of the Fire Brigade, Environmental Health Officers and any other competent authority and any statutes, regulations or bye laws relating to the Site or its use.
- (d) Exhibitors will be responsible for the conduct of all personnel authorised to be present on their Space.
- (e) In the event that the Company reasonably concludes that the behaviour of an Exhibitor, a member of its staff, its agents or contractors is unacceptable, the Exhibitor will be required to leave the Site and will not be entitled to any refund of any charge made by the Company.
- (f) Exhibitors must not occupy any part of the Site other than the Space allocated to them.
- (g) Subletting of space is not permitted, unless specifically authorised in writing by the Company.
- (h) All Marquees erected on behalf of any exhibitor must fit within the frontage and depth booked overleaf. Any marquees erected outside of the allocated area booked will result in marquees being re-erected, within the correct space by the said contractor at their expenses. If Marquees do not fit within allocated space the Company reserves the right to refuse these to be erected and or levy additional meterage charges.
- (i) No PA Systems are permitted without prior written permission from the Company.
- (j) Front trading lines must not be traded in front of either by goods or persons.

Prohibitions

- (a) No illegal material may be displayed by an Exhibitor and the Company reserves the right to remove such material and/or require the Exhibitor to leave the site without refund of any charge made by the Company.
- (b) No raffles, lotteries or games of chance will be permitted unless specifically authorised in writing by the Company.
- (c) No electricity generators will be permitted unless specifically authorised in writing by the Company.
- (d) No heating or cooking appliance may be used unless specifically authorised in writing by the Company, with the exception of official catering units.
- (e) No posters, banners, displays or advertising matter shall be put up anywhere other than within the Space allocated to the Exhibitor unless specifically authorised by the Company.
- (f) The Exhibitor must not leave any litter or cause any pollution to any part of the Site.

Passes

- (a) All Exhibitors' representatives will be given an exhibitor personnel pass at the venue to enter the Event on setup and show days. Each pass is valid for show set up and the two show days.
- (b) One vehicle and two exhibitor personnel passes will be issued to each Exhibitor who has reserved Open Stand Space for every 3m of frontage reserved.
- (c) Any Exhibitor who has reserved Food and Drink Market vehicle pass and two exhibitor personnel passes for every 3m frontage booked.
- (d) Any Exhibitor who has reserved a Marquee vehicle pass and two exhibitor personnel passes for every 3m x 3m section booked.
- (e) Any additional passes required thereafter can be purchased at the discounted rate.
- (f) All additional passes required must be requested prior to the show and is paid for in full before the Event after which the discounted rate shown on the Application Form will not apply. Please note the cost of additional passes will be 10% above the discounted rate shown on the Application Form to cover administration charges.
- (g) Exhibitors arriving at the Event without the correct passes will be charged the full admission price.
- (h) Passes will be posted out and the loss of passes through postage is the not the Organisers responsibility. Exhibitors may at their cost request the Company to dispatch passes by first class post; recorded delivery or courier.

Health and Safety

- (a) All Exhibitors must comply with all current Health and Safety legislation and all guidance notes and codes of practice published by the Health and Safety Executive.
- (b) No vehicle movements permitted within the show site between 8.30am-6.00pm.

Insurance

- (a) All Exhibitors must have Public Liability Insurance of at least £2m
- (b) The Company shall accept no responsibility for any loss or damage to any Exhibitor's property, howsoever caused.

Payments

- (a) All cheques should be made payable to the designated Account.
- (b) Payment in full for both the Space and any Optional Extras must be received before the Space is reserved.
- (c) The Company charges an extra £20 for any declined cheques.
- (d) Signing of this document forms a legal binding agreement and once received by the Company full payment is due.

The Contract

- 2.1 The Booking Form is an application by the Exhibitor for a Stand at the Exhibition. A legally binding contract will only come into existence when the exhibitor returns the booking form back to the Company.
- 2.2 So that the basis of the contractual relationship between the Company and the Exhibitor is completely clear, it is agreed that the whole of the Contract is to be found in the Booking Form and in these Conditions. Accordingly, there are no enforceable promises, terms, conditions, warranties or representations by either party, whether oral or written, including anything which would in the absence of this condition be implied by law, other than the terms set out in the Booking Form and in these Conditions.
- 2.3 During negotiations leading up to the Contract, both the Company and the Exhibitor or their respective representatives may have made statements or forecasts about the Exhibition, including, for example, attendance figures, other exhibitors, exhibits or events which may form part of the Exhibition, the position of the Stand and/or the quality of exhibits. Because the Company's plans for the Exhibition may change and certain matters are not under the Company's control - for example, the Company **cannot guarantee the attendance** of other exhibitors or the public - each of the Company and the Exhibitor confirms that it has not entered the Contract in reliance on any statement or forecast made by or on behalf of the other of them. Accordingly, any liability of either party for misrepresentation (whether or not the representation in question is of the same type as those set out in this condition) is expressly excluded. This exclusion does not apply to a fraudulent misrepresentation.
- 2.4 The Company will occupy the part of the Venue in which the Exhibition is held as a licensee of the owner of the Venue. In turn, the Exhibitor will be permitted to occupy the Stand as the Company's licensee. The Exhibitor will not obtain any right of exclusive possession or occupation of or any proprietary interest in the Stand.
- 2.5 The Exhibitor may not assign its rights under the Contract or sublet, part with or share occupation of the Stand or any part of it. Nonetheless, with the prior written approval of the Company, the Exhibitor may share occupation of the Stand with other companies which are in the same group as the Exhibitor or which are associated in business with the Exhibitor.

Payment

- 1.1 The Exhibitor will pay the Fee by the instalments (if any) shown on the Booking Form on the date(s) shown on the Booking Form.
- 1.2 If any payment to be made by the Exhibitor to the Company under the Contract is not paid on the due date for payment, the Exhibitor will pay to the Company interest on the amount overdue from the due date for payment to the date of actual payment at an annual rate equal to 3 per cent above Barclays Bank Plc's base lending rate for the time being in force, such interest will be payable both before and after any judgement or order is made against the Exhibitor by any Court of competent jurisdiction.
- 1.3 Should the Exhibitor fail to make payment to the Company on the due date provided by the Company, the Company may see fit and reserves the right to cancel the Stand, retain deposits or payments already made. The Exhibitor will still be liable to pay any Fee still owing. Further action can be taken should the Exhibitor still default on payment.

Withdrawal and Cancellations

The Exhibitor may withdraw from the Exhibition at any time by notifying the Company of its wish to withdraw in writing. In addition, the Company may by written notice to the Exhibitor accept non-payment by the Exhibitor by the due date for payment of any instalment of the Fee as notice of the Exhibitor's withdrawal from the Exhibition. In the event of the Exhibitor's withdrawal, a cancellation fee calculated in accordance with Condition 4.2, will become immediately payable by the Exhibitor to the Company.

- (a) All cancellations must be made in writing and sent to the Company at the address shown on the Form.

1.4 The Cancellation Fee shall be calculated as follows: -

<u>Date of Withdrawal</u>	<u>Percentage of the Fee Payable</u>
More than 3 months before the Exhibition	50%
3 months or less before the Exhibition	100%
Less in each case any part of the Fee already paid by the Exhibitor to the Company	

- 1.5 In the event of withdrawal, the Company may resell or reallocate the Stand allocated to the Exhibitor. Even if it does so, the Company will be under no obligation to reimburse or reduce any payment made or to be made by the Exhibitor under Condition 4.2.
- 1.6 For purpose of this Condition 4, withdrawal will be deemed to take place on the date upon which notice of withdrawal is received by the Company in writing or given by the Company in the case of non-payment by the Exhibitor of any instalment of the Fee.

Discounts

- (a) Discounts may be taken as offered on the Application Form subject to entitlement.
- (b) The Company reserves the right to refuse the offer of a discount if the Company deem the Exhibitor to be ineligible.

Liability

- (a) In the case that the Event, or any part of it, is postponed, abandoned or cancelled due to circumstances beyond the Company's control the Company shall not be liable for any losses incurred by the Exhibitor and the Company shall be entitled to retain the whole or such part of all of the sums paid to them, as it, in its absolute discretion deems necessary to cover expenses incurred in connection with the Event.
- (b) In the case that the Event or any part of it, is postponed, abandoned or cancelled due to circumstances within the Company's control the Company's liability will be limited to the sums paid to the Company by the Exhibitor.
- (c) The Exhibitor shall indemnify the Company against all costs, charges, losses, expenses, actions, proceedings or claims arising out of any infringement of the right of any third party, or damage or injury to any property or person whatsoever occasioned directly or indirectly by the act, default or negligence of the Exhibitor or its staff or contractors.
- (d) The Exhibitor shall indemnify the Company against any losses, costs or expenses incurred whatsoever directly or indirectly.

"Parking of Exhibitor Vehicles" "Exhibitor Car Park Pass" Exhibitors are requested to park in exhibitor car park by the Organiser of the Event, if the Exhibitor parks their vehicle on the showground, the Exhibitor does this at their own risk. The Organiser holds no responsibility for the exhibitor vehicle. The Exhibitor car park pass is provided to the Exhibitor by the Company prior to the event to display in the windscreen of the Exhibitors vehicle when parking at the Venue for the Exhibition.

2. Allocation and Alteration of Stands

The Company may make changes in the layout of the Exhibition between the time when the Contract is entered and the Exhibition is held for any reason, including, for example, the need to accommodate additional features or events in the Exhibition or to comply with any requirements of the Authorities and/or the owner of the Venue. Accordingly, the allocation of a Stand number or description of a position on the plan for or the layout of the Exhibition is provisional and subject to alteration. If the size of the Stand shall be reduced because of any such alteration, the amount of the Fee shall be reduced pro rata to the reduction in the size of the Stand. In no circumstances, will the Exhibitor be required, without the Exhibitor's prior agreement, to pay an increased Fee.

3. Cancellation, Postponement or Change of Venue

- 3.1 The Company may at any time cancel, postpone or move the Exhibition to another Venue if the Company thinks fit. The Company will notify the Exhibitor as soon as possible if the Exhibition is cancelled or postponed or moved to another venue. If the Exhibition is cancelled, the Company will repay to the Exhibitor (without interest) any instalments of the Fee paid by the Exhibitor to the Company and the Contract will be cancelled. If the Exhibition is postponed or moved to another venue, the Contract will remain in force for the new dates and Venue if the new dates and/or Venue are in the reasonable opinion of the Company appropriate for the Exhibition.
- 3.2 Except as expressly provided in this Condition 6, the Company shall have no liability in contract or in tort or otherwise to the Exhibitor arising out of or in respect of any cancellation or postponement of the Exhibition or of it being moved to a new Venue howsoever arising.

4. Exhibition Regulations

- 4.1 The Exhibitor agrees to obey any reasonable instructions given to him by or on behalf of the Company about the Exhibition.
- 7.2 The Exhibitor agrees to comply with the Exhibition Regulations. The Exhibition Regulations will cover such topics as:
- Stand design and presentation
 - Erection and clearance of Stands
 - Restrictions on permitted activities during the Exhibition
 - Arrangements for celebrity appearances
 - Exclusions of dangerous materials and fire precautions
 - Compulsory Employers', Public Liability and Cancellation Insurance
 - Trading Standards and Counterfeit Goods
 - Electrical installation
 - Admissions and passes
 - Sound and radio equipment
 - Storage of stock
 - Stand opening times
- 4.2 The detail of the Exhibition Regulations varies from exhibition to exhibition. An example of regulations drawn up for a previous exhibition is available on request from the Company.
- 4.3 The Exhibitor agrees that he and any contractors retained by him will observe and obey the Exhibition Regulations and instructions given to him by or on behalf of the Company about the Exhibition. Failure to do so will be a breach of the Contract.
- 4.4 The Authorities and the owner of the Venue may also impose certain requirements or regulations regarding the Exhibition. These requirements may relate, for example, to health and safety, trading standards, procedures relating to emergencies, access to the Venue and parking. The Exhibitor agrees that he and any contractors retained by him will comply with any such regulations or requirements. If the Company has reason to believe that the Exhibitor is in material breach (which shall include the Authorities informing the Company that the Exhibitor is in material breach) of any such regulations and/or requirements the Exhibitor shall be in material breach of the Contract.

Liability of the Parties

- 8.1 In addition to its liability to pay the Fee, the Exhibitor will be liable: -
- (1) to pay any additional amounts which may be charged by the Company to the Exhibitor in accordance with the Exhibition Regulations or for goods or services provided at the Exhibitor's request to the Exhibitor by or on behalf of the Company;
 - (2) to indemnify the Company and keep the Company indemnified against any claims made against or liabilities incurred by the Company as a consequence of any breach by the Exhibitor of any its obligations under the Contract or otherwise arising as a result of anything done or omitted to be done by the Exhibitor in connection with the Exhibition or at the Venue.
- 8.2 Although the Company and the owner of the Venue arrange for security at the Exhibition, the primary purpose of the security provided by them is to ensure the safety of the public at, and control of access to and egress from the Exhibition. The Company is not responsible for the safety of Exhibits nor of any other property of the Exhibitor or for the death or personal injury (except where such death or personal injury is caused by the negligence of the Company or by persons for whose actions the Company is legally responsible) of the Exhibitor's officers, staff, contractors, visitors or guests at the Exhibition.
- 8.3 Notwithstanding anything contained in the Contract (except in respect of any liability for death or personal injury caused by the negligence of the Company or by persons for whose actions the Company is legally responsible) the liability of the Company to the Exhibitor under the Contract or otherwise arising out of or about the Exhibition, whether in contract, tort (including negligence) or otherwise, shall not exceed the greater of: -
- (a) the total amount of the Fee paid by the Exhibitor to the Company in accordance with the Contract; and
 - (b) the amount recovered by the Company under any policy of insurance in respect of the claim made against it by the Exhibitor, plus the amount of any excess or deductible which, in accordance with the conditions of the insurance policy, is to be borne by the Company.
- These limitations on liability do not apply in respect of any fraudulent misrepresentation.
- 8.4 The Company will not be liable for the supply to the Exhibitor of any goods or services whether by the owner of the Venue or by any suppliers designated as official suppliers or by anyone else.

8.5 In no circumstances will the Company be liable for any failure by it to perform any obligation under the Contract arising because of circumstances beyond the reasonable control of the Company.

8.6 In certain circumstances the Exhibitor may wish to organise activities or events on its Stand which are or may in the opinion of the Company involve some risk to participants or the public or other people at the Exhibition or their property. In those circumstances, the Company may require the Exhibitor: -

- (1) to enter a separate indemnity by way of deed in favour of the Company and/or such other person as the Company may specify in respect of any liability arising from such activity or event; and
- (2) require the Exhibitor to obtain from participants a form of waiver and/or indemnity in terms approved by the Company.

8.7 For the purposes of Condition 8, the expression "the Company" shall include any corporation associated with the Company, including Haymarket Group Limited and any companies controlled by them and their respective officers, employees and agents

5. Insurance

5.1 The exhibitor shall carry Public Liability insurance against personal injury, death or damage to or loss of property by any cause whatsoever. Such insurance must be for a minimum of £2,000,000.

5.2 If the Exhibitor elects not to pay the Insurance Premium, it shall provide the Organiser with a valid written certificate of sufficient insurance no later than 6 weeks prior to the start of the Exhibition. In the case of failure on the part of the Exhibitor to provide such a valid certificate, the Organiser will be entitled to terminate this Agreement forthwith and the Exhibitor shall be liable to pay in full for all monies payable under this Agreement to the extent not already paid on such termination. If an Exhibitor enters this Agreement less than 6 weeks before the start of the Exhibition, the Exhibitor shall be required to either provide the Organiser with a valid written certificate of sufficient insurance or pay the Insurance Premium at the date of entry into this Agreement.

5.3 The Exhibitor shall also ensure that it has full indemnity insurance against the risks in respect of loss, damage, or injury to third party goods and persons.

5.4 The Exhibitor shall produce the Insurance documents or any other relevant paperwork to the Company upon request prior to the Exhibition.

6. Electrical Installation Sound and Visual Aid Equipment

11.1 All electrical installation must be undertaken by the official electrical contractor and the Exhibitor will be responsible for settling accounts direct with the contractor. No electrical work may be carried out without the prior written approval of the Company and no device will be permitted if in the opinion of the Company it may become a nuisance to other exhibitors and visitors. The Exhibitor shall not use sound amplification equipment unless the sound is contained within the area of the space allotted to him. The Exhibitor shall ensure that any visual aid equipment for his stand shall also be sited so that intending viewers congregate within the limits of the Exhibitor's stand. The Exhibitor shall ensure that no leads connected to any device shall be taken outside the limits of the Exhibitor's allotted space.

11.2 The Exhibitor will be responsible when ordering electrics and will be held liable for the electrical cabling and all electrical equipment relating to the electrics to their stands all the Exhibits the Exhibitor will be attending.

7. Admissions, Passes and Car Parking

7.1 The Exhibitor shall ensure that any non-transferable passes supplied to admit the Exhibitor and his workmen and mechanics are presented on request. If such a ticket is transferred or otherwise disposed of it will become immediately forfeited and no further ticket will be issued. The Company reserves the right to refuse admission to any person or persons to the Exhibition without giving any reason and to expel any person whose conduct or presence in the opinion of the Company renders such action desirable.

7.2 The Exhibitor must always ensure that the Exhibitor Car Park Passes are filled in full with a contact number and displayed clearly in the windscreen during the entirety of the Exhibit. Failure to do so may result in the removal of the vehicle should this be seen to be obstructing pathways, emergency services entrances or carelessly parked. The Company will not be responsible for any damage to vehicles not parked in the designated parking area set out by the Company even in the instance of removal of the vehicle.

7.3 The Exhibitor may not park behind their Stand. Exhibitors are requested to park in exhibitor car park by the Organiser of the Event, if the Exhibitor parks their vehicle on the showground, the Exhibitor does this at their own risk. The Organiser holds no responsibility for the vehicle.

8. Cleaning

The Exhibitor is required to place all refuse from his stand in the bins/skip provided by the Company. The Exhibitor shall be responsible to see that his stand is clean and in good order at all times. If the Exhibitor fails to do this to the satisfaction of the Company, the Company may at the Exhibitor's expense, clean and tidy the Exhibitor's stand and the Exhibitor will be charged for services rendered.

9. Data Protection

14.1 The Company may disclose data and information relating to the Exhibitor (including, without limitation, data relating to its representatives, employees, agents, officers or contractors) ("Data") to any purchaser or proposed purchaser of either the Company or any business or part of a business operated by the Company.

14.2 The Company may also disclose Data to third parties (including, without limitation, the Authorities) if it is under (or reasonably believes it is under) a duty to disclose or share Data to (1) comply with any legal obligation, or (2) enforce or apply the Contract or any other agreements relating to the Exhibition, or (3) protect the rights, property, or safety of the Company, its customers, or others. This includes exchanging Data with other companies and organisations for fraud protection and credit risk reduction and about the Exhibition.

14.3 The Company may transfer Data to, and store it at, a destination outside the European Economic Area.

14.4 For the purposes of the Data Protection Act 1998, the data controller of the Data is Classic Festivals and Events of Unit 14, Earl Soham Business Park, Earl Soham, Suffolk, IP13 7SA, and all queries in relation to the use of Data should be directed to Classic Festivals and Events at the above address.

15. General

15.1 If the Exhibitor commits any breach of its obligations under the Contract (and if the breach is remediable, fails to remedy it within a reasonable time) the Company may exclude the Exhibitor from the Exhibition and/or require the Exhibitor to leave the Venue immediately and shall (without prejudice to the other rights of the Company) be entitled at the Exhibitor's cost to remove the Exhibitor's Exhibits, property and personnel and any person to whom the Exhibitor may have issued a pass for the Exhibition from the Venue. The Company may at the Exhibitor's cost return the Exhibits and/or the Exhibitor's property to the Exhibitor at the address specified in the Booking Form or may destroy or otherwise dispose of the Exhibits or such property as the Company thinks fit.

15.2 Any notice, agreement, consent or approval to be given by or to the Exhibitor under the Contract must be in writing.

15.3 The Contract is governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

15.4 No alteration, addition, amendment or waiver to the Contract shall be binding on the Company or the Exhibitor unless it is in writing and signed by a person duly authorised to do so by the Company and the Exhibitor.