

TERMS & CONDITIONS – THE SPIRIT SHOW 2017

1. DEFINITIONS

In these Terms and Conditions the following expressions shall, unless the context otherwise requires, have the following meanings:

Additional Regulations means the regulations issued by the Hall Owner in relation to exhibitions mounted at the Halls.

Contract for Space means the binding contract relating to the acceptance by the Organiser of the application for Space by the Exhibitor in accordance with clause 3 below;

Dismantling Period means the period for removal of all Exhibits and Stands from the Halls.

Agreement means the agreement between the Exhibitor and the Organiser for the Exhibitor to occupy space at the Exhibition contained in the Contract, these Terms and Conditions and the Additional Regulations.

Exhibition means The Spirit Show 2017 (1st and 2nd December 2017) including any sectional exhibition associated with it. **Exhibitor** means any person to whom space at the Exhibition shall have been allotted under the Contract and shall include all staff, employees, servants and agents of such person.

Exhibit means any article so described by the Exhibitor and permitted by the Organiser to be exhibited.

Hall Owner means the proprietor of the Halls, together with its agents, employees and workmen.

Halls means the Exhibition Halls in which the Exhibition shall take place.

Installation Period means the period for the installation of all Exhibits and Stands at the Halls.

Organiser means The Spirit Show Ltd and/or others appointed by them to organise the Exhibition together with their agents, servants and workmen.

Space means the area allotted to the Exhibitor by the Organiser.

Stand means all erections on the Space.

Shell Scheme means that part of the Stand to be constructed by the Organiser and conforming with the specifications for its type specified in the appropriate brochure.

Payment stages mean the dates of payment as detailed in clause 5.

2. DURATION OF EXHIBITION AND TIMETABLE

Details of the times and dates of:

(a) The Exhibition;

(b) The Open Hours;

(c) The Installation Period; and

(d) The Dismantling Period

are or will be as stipulated by the Organiser in the Exhibition Manual or otherwise.

3. CONTRACT FOR SPACE

Applications for Space must be made on the Organiser's official Space application form which is provided by the Organiser from time to time. The Organiser may at its sole discretion accept applications by other means. In any event, these Terms and Conditions shall apply to all applications for Space. The Organiser reserves the right to accept or reject any application for Space from any potential Exhibitor, whether or not the application has been made on the Organiser's standard form and whether or not all or part of the payment for Space has been made. A binding Contract For Space shall come into force only when the Organiser has provided written acceptance of a particular Exhibitor's application for Space and has sent that written acceptance to that Exhibitor.

The Organiser is not bound to accept an application for Space from a potential Exhibitor for the Exhibition even if it has accepted an application for Space from that Exhibitor for another exhibition. There is no automatic right for an Exhibitor to participate in any subsequent exhibition.

Signatory on Contract for Space means the person or persons signing the exhibition space contract on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such authority.

4. OCCUPATION OF STAND

Subject to the rights of the Organiser in this Agreement, the Exhibitor shall have a licence to occupy the Space for the purpose of displaying Exhibits and other articles, items and materials within the scope of the Exhibition for the duration of the Exhibition. The Exhibitor shall install its Exhibits, articles, items, materials and Stands during the Installation Period and remove its Exhibits, articles, items, materials and Stands during the Dismantling Period.

The Organiser and the Hall Owner shall be permitted to have access to the Stand and the Space at all times.

5. PAYMENT

The Exhibitor shall pay the Organiser in accordance with the payment details set out in the Contract for Space. The Organiser reserves the right to refuse to occupy the Space if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Exhibitor shall pay to the Organiser in addition.

The payment stages are:

20% deposit within 30 days on return of application

80% (Stage 2) by 09th September 2017 (Administration fee of £35 to be levied on each late payment for all stages.)

The Exhibitor shall pay to the Organiser within 7 days of the date of the Organiser's invoice for each sum.*

In consideration of the Exhibitor entering into the Contract with the Organiser in accordance with the provisions of section 3 the Exhibitor agrees to hold all its (or its agents) Exhibits, fittings, machinery, tools or other goods to the order of the Organiser pending receipt by the Organiser of all sums due and owing to the Organiser by the Exhibitor.

If the Exhibitor pays the Organiser by credit card, an administration charge of 3% (inclusive of VAT) shall be added to the payment, which the Exhibitor shall pay in addition.

All Exhibitors who are not domiciled in the United Kingdom shall make all payments by credit card, bank transfer or by sterling cheque or bank draft drawn on a bank in the United Kingdom.

If there is any payment still due to the Organiser less than fourteen days before the opening of the Exhibition, the Exhibitor shall pay the Organiser by bank transfer or credit card. The Organiser reserves the right to refuse cheque payments.

The Exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counterclaim or set-off against the Organiser.

6. CANCELLATION BY EXHIBITOR

(a) In the event that the Exhibitor:

(i) Requests that it cancels its Space booking after acceptance by the Organiser; or

(ii) Fails to meet any of the payment obligations (whether as to the amounts due or dates of payment) detailed in the Contract for Space; or

(iii) fails to occupy the Space allotted to it by the opening time on the first day of the Exhibition, THEN the Organiser reserves the right (but without being obliged to do so) to treat the Contract For Space as being cancelled and apply the following cancellation charges and to reallocate the Space booked to another Exhibitor:

Up to the 08th September 2017 – 40% of total charge

From 09th September 2017 – 100% of total charge

(b) If the Exhibitor wishes to cancel the Contract for Space, then written notice of such wish must be forwarded to and received by the Organiser by recorded delivery post by not later than the dates referred to above.

(c) The Organiser shall not be obliged to accept the Exhibitor's request to cancel its booking for Space

(d) Notwithstanding that the Organiser may re-sell or re-allocate the cancelled Space after cancellation by the Exhibitor, the Organiser shall be under no obligation to reimburse all or any part of a cancellation charge.

(e) The Exhibitor shall fully and promptly indemnify the Organiser against all expenses, costs, claims, losses, liabilities, charges and damages which the Organiser may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Space by the Exhibitor including, without limitation, where the Space or Stand is dressed or altered in any way in order to maintain an orderly and visually pleasing Exhibition.

7. REDUCTION OF SPACE

Where an Exhibitor requests the reduction in the size of its Space booking after acceptance by the Organiser of the Exhibitor's application for Space, then the Exhibitor must forward such request to the Organiser by recorded delivery post. The Organiser reserves the right to apply the scale of cancellation charges set out in clause 6 above to the total cost according to the amount by which the original Stand area is reduced. The Organiser may re-sell or re-allocate the space in question, but the Organiser shall be under no obligation to reimburse all or any part of the charge for reduction in Space. There shall be no obligation on the Organiser to accept the request for reduction of Space by the Exhibitor.

8. GENERAL OBLIGATIONS OF THE EXHIBITOR

I) The Exhibitor shall:

(a) occupy the Stand and the Space, complete any necessary stand fitting works (see section 14), ensure the Stand is appropriately dressed and maintained and that all Exhibits are in position no later than the end of the Installation Period;

(b) Keep the Stand appropriately dressed and maintained and all Exhibits open to view and the Stand adequately staffed continuously during the opening hours of the Exhibition and not dismantle the stand before the end of the Dismantling Period;

(c) Remove all Exhibits, fittings, rubbish and other items from the Halls by no later than the end of the Dismantling Period;

(d) not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the Stand or any other part of the Halls, any articles of food, drink or tobacco other than those supplied by the Hall Owner, or its appointed catering contractor, or unless agreed in writing by the Organiser;

(e) not do, cause, permit or suffer to be done anything which shall in the opinion of the Organiser constitute a nuisance or which may be an infringement of or contravene any licence held by the Organiser, or the Hall Owner, or its appointed catering contractor and (without limitation) the Exhibitor shall ensure that sound levels emitted from the Stand shall not exceed those levels which in the opinion of the Organiser would cause disturbance to other Exhibitors or which would breach any laws, by-laws or any other rule or regulation;

(f) not do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Halls or to the person or property of the Organiser, Owner or any other Exhibitor or any visitor;

(g) Conduct business and distribute literature only from the Stand and no other part of the Halls and not take away buyers from the Halls to other business premises;

(h) not bring onto their stands or offer for sale any goods which bear the logo, adaptation thereof or the words "The Spirit Show" or bear the name of sponsors or any other words which express or imply an association with the Event unless prior written permission is granted by the Organiser;

(i) Only items which are in the Organiser's opinion within the scope of the Exhibition may be exhibited at the Exhibition or otherwise be displayed or made available from the Stand, Goods, cards, advertisements or photographs of persons who are not Exhibitors may not be displayed.

(j) The Organiser shall appoint an official contractor for electrical work on all Exhibition Space.

The Exhibitor shall be responsible for settling all accounts directly with such contractor.

(k) The Exhibitor shall insure with a reputable insurance company for its liability under this Agreement. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Exhibitor shall take out adequate insurance in respect of matters set out in clauses 6, 8, 10 and 13 including (without limitation) public liability insurance for loss damage or injury caused by the Exhibitor's neglect or default.

9. POWERS AND DISCRETION OF THE ORGANISER

The Organiser shall be entitled to:

(a) Use a Selection process to ensure that Exhibitors and Exhibits are appropriate for the Exhibition and refuse an Exhibitor Exhibits if they do not meet the requirements of this Selection process;

(b) allocate to the Exhibitor a space other than the Space for which the Exhibitor has applied;

(c) change the Space and Stand allocated to the Exhibitor at any time before the Exhibitor takes possession of the Space and Stand and if such changed area of such Space and Stand is smaller than the area specified in the application for Space, the Organiser shall make a refund to the Exhibitor pro-rata to the amount of the area reduced;

(d) alter the position or layout of the Exhibition and any stands including the Stand and Space;

(e) refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence in the opinion of the Organiser is or is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor;

(f) remove from the Stand or the Halls at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with the terms and conditions;

(g) alter the dates, opening hours, dates and duration of the building period, dates and duration of breakdown period and the total duration of the event;

(h) change or vary these regulations at any time, or permit exceptions in special circumstances.

10. EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

All Exhibits, fittings and all other items brought into the Exhibition by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible for any loss or damage to such Exhibits, fittings or items however caused.

The Exhibitor shall indemnify and keep indemnified the Organiser against all loss, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:

(a) any breach by the Exhibitor of any of the terms and conditions of the Agreement; or

(b) any loss suffered by the Organiser as a result of default or negligence of the Exhibitor or any of its agents, sub-contractors, invitees or employees; or

(c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the Agreement.

The Exhibitor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the Stand and anything done on or from the Stand caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the Stand or by any exhibit or machinery or other item belonging to or introduced by any such person.

11. LIMITATION OF ORGANISER'S LIABILITY

(a) The Organiser does not make any warranty as to the Exhibition in general and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor. Whilst the Organiser shall act in good faith, the name of any Exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any Exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Organiser that any such Exhibitor shall attend the Exhibition.

The Organiser shall not be liable for the absence of other Exhibitors from attending the Exhibition.

(b) The Organiser and the Hall Owner shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of the Organiser or the Hall Owner's negligence. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, the Organiser or the all Owner or their servants, agents or employees.

(c) Without prejudice to clause 11(b), the combined liability of the Organiser and the Hall Owner for a claim made by the Exhibitor in respect of a loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher of (a) twenty-five thousand pounds (£25,000), and (b) the amount of all sums paid by the Exhibitor to the Organiser under this Agreement in relation to the Exhibition.

(d) The Organiser and the Hall Owner shall not in any event be liable for any:

(i) Indirect or consequential losses, damage, costs or expenses;

(ii) Loss of profit;

(iii) Loss of revenue; or

(iv) Loss of goodwill.

(e) The Organiser and the Hall Owner shall not be liable for any claim made by the Exhibitor more than two (2) years after the event or, in the case of a series of events, the first such event which gives rise to such claim.

(f) Except as set out in this Agreement, the Organiser excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Exhibition, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.

(g) Each provision of this clause 11 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

(h) Without limiting the obligation to take out insurance cover for such risks as it shall consider appropriate the Exhibitor shall take out adequate insurance in respect of matters set out in section 13a, 13b and 13c including (without limitation) public liability insurance for loss, damage or injury caused by the Exhibitors neglect or default.

12. EXHIBITOR INSURANCE

The Exhibitor shall take out and maintain at all times public liability insurance against personal injury, death and damage to or loss of property of a value of not less than £2,000,000 sterling (or its equivalent). The Organiser shall be entitled to inspect the Exhibitor's public liability policy, which the Exhibitor shall make available on request.

13. CANCELLATION BY ORGANISER/FORCE MAJEURE

If at the absolute discretion of the Organiser, the Halls shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts or threats of war or terrorism, acts of God, strikes, riots or any other cause the Organiser reserves the right (but shall not be obliged):

(a) to change the location and/or date of the Exhibition;

(b) to curtail the Exhibition;

(c) to reduce the Installation Period, Open Period or Dismantling Period; or

(d) to cancel the Exhibition.

In the circumstances specified in paragraphs a, b and c of this section the parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

If the Exhibition is cancelled in accordance with paragraph d of this section the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition including a reserve, established at the sole discretion of the Organiser, for future claims and expenses in connection with the Exhibition.

In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition the Organiser will refund to the Exhibitor all charges paid by the Exhibitor to the Organiser and the Exhibitor agrees and acknowledges that he will have no further claim whatsoever against the Organiser in respect of such cancellation.

14. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

No naked flames or smouldering products are allowed without prior agreement of the fire officer.

The Exhibitor must comply with all statutory local and other regulations or requirements and by-laws which affect or apply to the Exhibition in the Halls and in particular any fire regulations. All materials used on the Stand must be non-flammable.

The Exhibitor must comply with and observe the Additional Regulations and Stand Fitting Regulations copies of which are available from the Organiser and all other instructions and regulations laid down by the Hall Owner and the Local Authority from time to time.

15. TERMINATION AND WITHDRAWAL

Without prejudice to any other rights, the Organiser may terminate the Agreement by notice in writing:

(a) if the whole or any part of the amounts due from the Exhibitor to the Organiser are not paid within fourteen days of the due dates (whether formally demanded or not);

(b) if the Exhibitor fails to observe and fulfil any of the terms of the Agreement;

(c) if the Exhibitor shall have a receiver or administrative receiver appointed over all or any part of its assets or an application is made for the appointment of an administrator or an administrator is appointed or the Exhibitor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds of Arrangement Act 1910 applies or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankruptcy order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value.

Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such termination.

16. EXHIBITOR MANUAL

The Organiser shall provide to the Exhibitor and all other Exhibitors an Exhibitor Manual which inter alia contains specific regulations with regard to the manner and conduct of the Exhibition. The Exhibitor agrees to abide by any relevant provisions contained in that Manual.

17. ASSIGNMENT AND SUB-CONTRACTING

The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organiser.

The Organiser reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment.

This Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and (where the Organiser's written consent is given) the successors and assigns of the Exhibitor.

18. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

19. RIGHTS OF THIRD PARTIES

The parties intend that this Agreement may be enforced by the Hall Owner pursuant to s1(1) of the Contracts (Rights of Third Parties) Act 1999.

20. SEVERANCE

If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

21. APPLICABLE LAW

The validity construction and performance of the Agreement shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.