

# Exhibition Terms & Conditions

## 1. DEFINITIONS.

In these Terms and Conditions, the term "Exhibitor" means any person firm or company who has made application for and who has been granted space in the Fayre. The term "Fayre" means the event detailed on the Exhibitors Order Form. The term "Organisers" means APPLE TREE EXHIBITIONS its lawful assigns. The term "Organisers' Fayre information" means Fayre planning documents issued to the Exhibitor.

**2. THESE TERMS AND CONDITIONS** shall be governed by and construed in accordance with English law and shall be deemed to include all other terms and conditions or rules and regulations issued from time to time by the Organisers in relation to the Fayre whether contained in the Organisers' Fayre information pack, sales literature or otherwise.

## 3. DURATION OF FAYRE.

Details of Fayre hours are given in the Organisers' Fayre information. During these times stands must be manned by Exhibitor's staff.

## 4. TIME OF CONTRACT.

The Contract for space shall be deemed to be made upon receipt of the Exhibitors Order Form by the Organiser duly signed by the Exhibitor and has thereafter been accepted by the Organisers.

## 5. SIGNATORIES.

The person or persons signing the Exhibitors Order Form 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 as against the Organisers that such person or persons did not have such authority.

## 6. REMOVAL OF EXHIBITS.

The Organisers reserve the right to require the Exhibitor to remove any exhibit being exhibited at any Fayre if the Organisers in their absolute discretion consider that the same is libellous of an obscene nature or infringes or is likely to infringe the rights whether industrial or intellectual property rights or otherwise of any third party or which the Organisers consider in their absolute discretion to be undesirable or detrimental to the Fayre, other exhibitors or the general commercial interests of the Organisers or any other company from time to time forming part of the same group of companies of which the Organisers form part.

## 7. CANCELLATION OF SPACE.

(1) In the event that an Exhibitor either wishes to cancel his space booking or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Exhibitors Order Form then the Organisers reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organisers) to apply the following cancellation charges and to reallocate such space:

Cancellation occurring	Cancellation charge
From 1 <sup>st</sup> July to 1 <sup>st</sup> September in the current show year	50% of total cost (+ VAT)
After 1 <sup>st</sup> September in the current show year	100% of total cost (+ VAT)

(2) If the Exhibitor wishes to cancel then written notice of such wish must be forwarded to and received by the Organisers by Recorded Delivery post. The date of cancellation shall be the date that the Organisers accept the Exhibitors notice of cancellation.

(3) Notwithstanding that the Organisers may resell or reallocate the cancelled stand space (or the space by which it is reduced pursuant to paragraph 7) after payment of the cancellation charges the Organisers shall be under no obligation to reimburse all or any part of such cancellation charges.

## 8. REDUCTION OF SPACE.

Where an Exhibitor wishes to reduce the size of his space booking then written notice of such wish must be forwarded to and received by the Organisers by Recorded Delivery post. The Organisers reserve the right to apply the scale of cancellation charges to the total cost according to the amount by which the original stand area is reduced. The Organisers may resell or reallocate the space in question. There shall be no obligation on the Organisers to accept notification of reduction.

## 9. RELOCATION

For the avoidance of doubt any contract between the Organisers and the Exhibitor for Fayre stand space is only for an amount of such space and allocation of the Exhibitors name to any particular part of any Fayre floor plan or stand number will constitute any agreement warranty or representation by the Organisers that the Exhibitor is entitled to exhibit at the Fayre in such particular location and the Organisers reserve the right without being required to give notice to the Exhibitor to alter the layout of any Fayre floor plan or position of any stand at any time.

## 10. OTHER EXHIBITORS.

Whilst the Organisers 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 Organisers that any exhibitor is booked to attend any Fayre provisionally or otherwise shall not constitute any warranty representation or undertaking by the Organisers that any such exhibitor shall attend any Fayre or attend at any particular location.

## 11. SPACE NOT OCCUPIED.

The Exhibitor must occupy the space allotted to him by show opening time on the first day of Fayre. Any Exhibitor failing to do so will be deemed to have cancelled his space booking. In this event the Terms and Conditions relating to Cancellation will apply and the Organisers may resell or reallocate such space.

## 12. ATTENDANCE

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

## 13. INDEMNITY.

The Exhibitor shall fully and effectually indemnify the Organisers against all costs claims demands proceedings and losses whatsoever made against or incurred by the Organisers as a result of the Exhibitor exhibiting or advertising any goods or services at the Fayre.

## 14. BANKRUPTCY.

In the event of the Exhibitor becoming bankrupt committing any act of bankruptcy going into liquidation have a Receiver or Administrator appointed in respect of any of its assets then the Organisers reserve the right to terminate the contract with the Exhibitor and the Terms and Conditions relating to Cancellation shall apply.

## 15. ASSIGNMENT.

The Exhibitor shall not be entitled to assign sublet or grant licenses of the whole or any part of the space allocated to him or assign or otherwise deal with their rights and obligations hereunder nor may any cards advertisements or printed matter of persons who are not bona fide Exhibitors be exhibited or distributed on any stand. This shall not apply to persons firms or companies being subsidiaries agents or principals of the Exhibitor and who are duly listed on the Stand Space Booking Contract at the time of application. The Organisers shall be entitled to assign the benefit (subject to the burden) of the contract for space without notice to or consent from the Exhibitor.

## 16. LICENSOR AND LICENSEE.

As regards any space allotted the relationship of licensor and licensee shall exist between the Organisers and the Exhibitor. In case of non-payment of any sum due from the Exhibitor (whether formally demanded or not) or of any other breach or non-observance by the Exhibitor of any of these Terms and Conditions the Organisers shall have the right to revoke his license and re-enter upon the allotted space to remove and exclude the Exhibitor and all persons therefrom without prejudice to the right to recover all sums payable by the Exhibitor hereunder and without prejudice to any other right or remedy available to the Organisers.

## 17. PROMOTION AND REPRESENTATIONS.

(1) Whilst the Organisers shall use their reasonable endeavors to organise and promote the Fayre in such manner as they consider appropriate. The Organisers reserve 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 Organisers as to audience projections or methods of timing of promotion shall constitute only general indications of the Organisers promotion and organising strategy and shall not amount to any representation or warranty.

(2) Any contract for space shall not be conditional on the presence or location of any other exhibitor at the same or any other Fayre and any reference to such conditionally shall not apply to any contract between the Organisers and the Exhibitor for Fayre stand space.

## 18. POSTPONEMENT OR ABANDONMENT.

The Exhibitor shall not have any claim against the Organisers in respect of any loss or damage whatsoever consequent upon the Fayre failing (for whatsoever reason) to be held or the Fayre venue being or becoming wholly or partially unavailable for the holding of the Fayre for whatsoever reason. If by re-arrangement or postponement of the period of the Fayre or by substitution of an alternative venue for the Fayre or by means of any other reasonable matter or thing the Fayre can be held the contracts for space shall be binding upon all parties save that the same shall be deemed to be varied so as to allow for any necessary change in venue, dates or period of the Fayre stand size, location or otherwise.

## 19. INSURANCE AND EXCLUSIONS.

(1) The Exhibitor must effect at its own cost full indemnity insurance against public liability and all other usual risks in respect of loss, damage or injury to goods and persons and in particular against theft. Where an event occurs, which is covered by such insurance for which the Exhibitor wishes to be compensated then he must claim under such insurance in priority to making any permitted claim against the Organisers.

(2) Any liability of the Organisers to the Exhibitor in any way arising out of this contract: -

- a) shall be limited to direct losses or damage only and shall not extend to loss of profit or any indirect or consequential loss or damage howsoever arising; and
- b) shall not exceed an amount equal to the total contract price.

## 20. HEALTH & SAFETY & ALL LEGISLATION & REGULATIONS RELEVANT TO THE FAYRE.

The Health and Safety at Work, etc Act 1974 and all other Relevant Legislation and Regulations apply to the Fayre and the Exhibitor must fulfil its obligations in respect of all such relevant Legislation and Regulations and ensure that all parties employed or engaged by the Exhibitor also operate within the laid down procedures. All exhibitors will need to be able to show that they have considered all risks associated with the Fayre and must complete their own risk assessment.

## 21. ERECTION OF STANDS.

All stand erection must comply with all Relevant Legislation and Regulations. By entering into an agreement to attend the Fayre the Exhibitor warrants to the organisers that the Exhibitor will ensure that the Exhibitor's stands at all times comply with the Relevant Legislation and Regulations.

## 22. EXCLUSION OF PERSONNEL.

The Organisers reserve the right in their absolute discretion to exclude or remove from the Fayre any person whose presence (in the opinion of the Organisers) is or is likely to be undesirable and the Organisers may exercise such rights notwithstanding that any person is the employee or agent of the Exhibitor or is otherwise in any way connected or associated with the Exhibitor.

## 23. PRODUCTS DISPLAYED AT THE FAYRE

The organisers reserve the right to require that exhibitors remove any products from stands, that were not specified by the exhibitor, and agreed by the organisers at the time of stand booking.