



EXHIBITOR APPLICATION FORM

TRADING NAME		
CONTACT NAME		
MOBILE NUMBER		
ADDRESS		
WEBSITE		
EMAIL		
DESCRIPTION of trading activity (Max 150 characters)		
OPEN SPACE Please indicate space required (1 x vehicle permitted to park behind stand-vehicle length must not exceed frontage space of stand)	3m x 3m	£260 (inc. 2 staff passes)
	6m x 3m	£500 (inc. 2 staff passes)
	6m x 6m	£650 (inc. 3 staff passes)
	9m x 3m	£750 (inc. 3 staff passes)
	12m x 3m	£1000 (inc. 4 staff passes)
STAND POWER	£250.00 x 3 DAYS	YES / NO
CAMPING	Caravan – No Power	£65
	Caravan – with Power	£135
ADDITIONAL STAFF/CONTRACTOR PASSES	All event	£25 each
TOTAL (Ex VAT)		
VAT 20%		
TOTAL (Inc VAT)		



30% Booking Deposit due now to secure booking Balance Due on or before Monday 21st August		
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I agree to the Terms & Conditions:-

Name:

Signature:

Date:

Please complete this form and send to:

marketing@bolesworth.com

or post it to:

Bolesworth Events Ltd, The Show Office, Bolesworth Castle, Tattenhall, CH3 9HQ

On receipt of the booking form we will then issue an invoice.

For any queries, please call us on **01829 307676**

PAYMENT DETAILS

Bolesworth Events Ltd

Bank: **Barclays**

Sort: **205333**

Account Number: **43932451**

Payment reference: **AXFest** - stating trader name



EXHIBITOR/SPONSOR TERMS AND CONDITIONS FOR PARTICIPATION AT AX FEST 2023

DEFINITIONS

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

“Additional Regulations” means the additional regulations issued by the Organiser to the Exhibitor/Sponsor (as applicable); in particular but not limited to site rules relating to the Venue and Health and Safety rules.

“Agreement” means an agreement between the Exhibitor or Sponsor (as applicable) and the Organiser of each respective Event consisting of (i) the Exhibitor Booking Form or Sponsorship Contract (as applicable) as it relates to each, separate Event (for the avoidance of any doubt if a Booking Form or Sponsorship Contract contains more than one Event, that Event and all details pertaining to it in the Booking Form or Sponsorship Contract shall be deemed a separate Agreement in respect of that Event and its Organiser) and (ii) these standard Terms and Conditions, which Agreement come into effect as more particularly described in Sections 1 and 2 below here.

“Event” means any award functions, conferences, dinners, exhibitions, expositions, parties, or other functions (or a combination of any of the aforementioned) as each is specifically identified in the respective Exhibitor Booking Form or Sponsorship Contract (including any sectional Events associated with it)

“Exhibitor” means any person or company to whom space at the Event shall have been allocated under an Exhibitor Booking Form and shall include as applicable all staff, employees, agents, servants, contractors, sub-contractors, and workmen (collectively ‘Personnel’) of such Exhibitor.

“Exhibitor Booking Form” means the booking form and/or rebooking form signed by an Exhibitor to licence Space at each Event as accepted by the relevant Organiser for each Event

“Exhibitor/Sponsor Manual” means the manual provided to the Exhibitor/Sponsor by the Organiser and containing specific regulations with regard to the manner and conduct of each Event as amended from time to time by the Organiser.

“Organiser” means Bolesworth Events Ltd

“Permitted Goods and Services” means the Exhibitor/Sponsor’s goods and/or services specified in the Exhibitor Booking Form or the Sponsorship Contract that the Exhibitor/Sponsor shall be entitled to sell from its stand at the relevant Event.

“Sponsor” means any person who is paying to have their name attached to an Event or part thereof for promotional purposes and shall include as applicable all staff, employees, agents, servants, contractors, sub-contractors, and workmen (collectively ‘Personnel’) of such Sponsor.

“Sponsorship Contract” means a sponsorship agreement entered into between a Sponsor and the Organiser, under which the Sponsor obtains Space/Stand and/or certain sponsorship rights at each Event.

“Space” means a space within the Venue for each Event booked of a size as specified in the Exhibitor Booking Form or a Sponsorship Contract on which a stand can be erected.

“Stand” means any stand erected on the Space.

“Terms and Conditions” the standard terms and conditions of the Organiser set out herein, which are deemed to include the Additional Regulations, the Exhibitor/Sponsor Manual as may be amended from time to time by the Organiser and notified to the Exhibitor/Sponsor.

“Venue” means Bolesworth Estate in which each Event takes place.



1. THIS AGREEMENT

- 1.1 The Organiser reserves the right to accept or reject any booking from any potential Exhibitor/Sponsor.
- 1.2 For an Exhibitor, this Agreement shall consist of the relevant Exhibitor Booking Form and these Terms and Conditions and shall come into force when the Organiser of the relevant Event accepts the Exhibitor Booking Form in relation to that Event duly signed by the Exhibitor.
- 1.3 For a Sponsor, this Agreement shall consist of the relevant Sponsorship Contract and incorporate these Terms and Conditions and shall come into force when the Organiser of the relevant Event accepts the Sponsorship Contract in relation to that Event duly signed by the Sponsor.
- 1.4 For the avoidance of any doubt, if an Exhibitor Booking Form or Sponsorship Contract contains more than one Event, each Event shall comprise a separate Agreement with the respective Organiser, which does not take effect unless and until the relevant Organiser has accepted that specific Event. Acceptance by one Organiser of one Event does not constitute acceptance of another Event.

2. APPLICATIONS FOR SPACE

- 2.1 An Application for space by an Exhibitor must be made using the Organiser's official Exhibitor Booking Form and must contain information on exhibits to be displayed. An Exhibitor may apply for more than one Event in a Booking Form (per Section 1.4 above).
- 2.2 Applications for space by a Sponsor and a sponsorship contract must be made using the Organiser's official Sponsorship Contract. A Sponsor may apply for more than one Event in a Booking Form. Each Event shall be a separate Agreement with the respective Organiser of that Event.
- 2.3 Each Organiser of its Event may, at its sole discretion, accept the afore mentioned application(s) by purchase order, in writing, by email or accept a deposit payment in lieu of written application. All Applications are subject to and incorporate these Terms and Conditions.

3. DURATION AND TIMING OF EVENT

Details of the Event hours are given in the relevant Exhibitor/Sponsor Manual. During these times Exhibitor's/ Sponsor's stands must be manned at all times or, if applicable, as otherwise agreed in their Agreement.

4. OCCUPATION OF STAND AND SPACE NOT OCCUPIED

- 4.1 The Exhibitor/Sponsor shall be entitled to occupy the Space allocated by the Organiser for the purpose of displaying only the Permitted Goods and Services for the duration of the Event in consideration for payment of their fees. The Exhibitor/Sponsor shall not assign the benefit of this Agreement or sub-let the whole or part of the Space or Stand, without the written consent of the Organiser. The Organiser and the Venue owner shall be permitted to have access to the Stand and Space at all times.
- 4.2 The Exhibitor/Sponsor must occupy the Space allocated to them by the show opening time on the first day of the Event as set out in the Exhibitor Booking Form. Any Exhibitor/Sponsor failing to do so will be deemed to have cancelled their space booking for the Space unless he serves written notice on the Organiser requesting the space to be kept allocated to him. In this event the terms and conditions relating to cancellation will apply and the Organiser may resell or reallocate the Space.

5. SPONSORSHIP

The Sponsor shall be entitled to the particular benefits, typically promotional, as described in their Sponsorship Contract in consideration for payment of the agreed Sponsorship fees.



6. WARRANTIES

- 6.1 The Exhibitor/Sponsor represents, warrants, and undertakes to the Organiser that:
- the Exhibitor/Sponsor has the full power, right and authority to enter into this Agreement.
 - the Exhibitor/Sponsor has the full power, right and authority to advertise or sell the Permitted Goods and Services, including without limitation all relevant intellectual property rights.
 - the Exhibitor/Sponsor will not copy or otherwise reproduce the Exhibitor/Sponsor Manual, or any other material provided by the Organiser or otherwise utilise or extract any information contained therein for any commercial purposes without the prior written consent of the Organiser.
 - any intellectual property rights (including any trademarks) of the Exhibitor/Sponsor provided to the Organiser and used by the Organiser as agreed and/or placed on display shall not (i) infringe the copyright or any personal, proprietary, moral, privacy or other right, of any third party; or, (ii) be in breach of any statute or regulation including without limitation the Copyright, Designs and Patents Act 1988, or (iii) be a contempt of court, or (iv) to the best of the Exhibitor/Sponsor's knowledge and belief defame any person or organisation.

7. PAYMENT

- 7.1 The Exhibitor/Sponsor shall make payment to the Organiser in accordance with the payment schedule set out in the Exhibitor Booking Form or the Sponsorship Agreement (as applicable). The Organiser reserves the right to refuse to let the Exhibitor/Sponsor occupy the Space or attend the Event if the Organiser has not received all payments due from the Exhibitor/Sponsor by the due dates.
- 7.2 All other sums due from the Exhibitor/Sponsor to the Organiser shall be paid within 30 days of the date of the Organiser's invoice for each sum or within 28 days of the Event if earlier. All charges are exclusive of VAT or similar taxes ("VAT"). Payment by credit card (Visa and Mastercard) is accepted.
- 7.3 If payment of any monthly instalment or any other sum due hereunder shall not be made on the due date for payment thereof, then additional interest will be charged on that amount from the due date up to and including the date of actual payment (whether before or after judgment) at a rate of 4% above the prevailing base rate of Barclays Bank plc.
- 7.4 In consideration of the Organiser entering into this Agreement with the Exhibitor/Sponsor the Exhibitor/Sponsor 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/Sponsor. If the Exhibitor/Sponsor fails to pay all sums due and owing to the Organiser in accordance with this Agreement by the due date for payment, the Organiser shall be entitled to sell such exhibits, fittings, machinery, tools or other goods and retain sufficient funds from the proceeds of such sale to cover all monies due from the Exhibitor/Sponsor to the Organiser and any costs incurred in arranging and undertaking the sale.

8. CANCELLATION BY EXHIBITOR/SPONSOR

- 8.1 In the event that an Exhibitor/Sponsor either wishes to cancel their booking or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Exhibitor Booking Form or Sponsorship Contract (as applicable) then the Organiser may apply the following cancellation charges to cover the Organiser's administrative and other costs and to reallocate such space:

Cancellation Occurring: Charge:

Less than 1 month prior to Event 100% of total cost (+VAT)

- 8.2 If the Exhibitor/Sponsor wishes to cancel then written notice of such wish must be forwarded to and received by the Organiser by recorded delivery post.



9. REDUCTION OF SPACE/SPONSORSHIP

Where an Exhibitor/Sponsor wishes to reduce the size of their booking the Space or commitment after acceptance by the Organiser then written notice of such wish must be forwarded to and received by the Organiser. The Organiser reserves the right to resell or reallocate the Space in question and the Exhibitor/Sponsor will be allocated an alternative location. For the avoidance of doubt the Organiser shall be under no obligation to accept any request by the Exhibitor/Sponsor to reduce the size of the Exhibitor/Sponsor's booking Space.

10. AUDIO AND/OR VISUAL RECORDINGS AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 No filming, photography or recordings are permitted by the Exhibitor/Sponsor in or around the Event/Venue.
- 10.2 The Organiser may (directly or using third parties) but is not obliged to photograph and/or carry out audio and/or visual recordings of any of the Event at any time ("**Organiser Film**"). The Exhibitor/Sponsor (and any of its Personnel and/or its Space/Stand, signage or content) may be photographed and/or filmed and/or recorded and, in consideration for its rights under this Agreement, hereby gives irrevocable permission (including for any of its Personnel and any Space/Stand, signage or content of Exhibitor/Sponsor) (i) to be photographed and/or filmed and/or recorded and (ii) for their likeness, mannerisms and/or voice and any such material to be included in any content from such filming, photographs and /or recording (and edited) without compensation and/or credit, which content may be communicated and/or exploited by the Organiser in any and all media worldwide, whether existing or later invented, in all perpetuity.
- 10.3 All intellectual property rights in the Event (including any trademarks of the Event and any Organiser Film) is acknowledged by the Exhibitor/Sponsor to be the property of and is retained by the Organiser.

11. ATTENDANCE

- 11.1 The Exhibitor/Sponsor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted Exhibitor/Sponsors to attend the Event or the failure of any number of attendees to attend the Event for any reasons.
- 11.2 Any Exhibitor Booking Form or Sponsorship Contract shall not be conditional on the presence, absence, or location of any other exhibitor at the Event or any other Event.

12. EXCLUSION OF PERSONNEL

The Organiser reserves the right in its absolute discretion to exclude or remove from the Event 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/Sponsor or otherwise in any way connected or associated with the Exhibitor/Sponsor.

13. UNDESIRABLE ACTIVITIES

- 13.1 If it appears to the Organiser that the Exhibitor/Sponsor may be engaged or intended to be engaged in activities which are deemed to be contrary to the best interests of the Event 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 fees paid or due herein and without prejudice to any other rights or remedies of the Organiser, cancel any Stand the Space/ sponsorship allocation which may have been made to the Exhibitor/Sponsor and require them forthwith to vacate the stand Space allocated to him and refuse the Exhibitor/Sponsor the right to participate further in the Event.
- 13.2 Canvassing for orders, except by the Exhibitor/Sponsor on their own the stand in the normal course of his business is strictly prohibited and in any such case the right of expulsion referred to in paragraph 13.1 above will be exercised at once. The distribution or display by the Exhibitor/Sponsor of printed or other placards, handbills or circulars or promotional items or other articles except by the Exhibitor/Sponsor on their own display space is prohibited, except by prior written agreement with the Organiser (e.g., in a Sponsorship Contract).



14. PROMOTION AND REPRESENTATIONS

Whilst the Organiser shall organise and promote the Event 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 provided that the promotion of the Event is not materially reduced or affected and therefore any statements made by or on behalf of the Organiser as to audience projections or methods of timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

15. GENERAL OBLIGATION OF THE EXHIBITOR/SPONSOR

15.1 The Exhibitor/Sponsor shall:

- a) at its own cost, occupy the Stand or the Space, only appoint contractors approved by the Organiser for the erection and fitting out of the Stand, complete any necessary Stand fitting works (in accordance with the separately issued Stand fitting regulations), 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 Event and not to dismantle the Stand before the end of the Event. To maintain the highest standards of presentation and quality of goods or services commensurate with the expectations of the public at a premier event each Exhibitor/Sponsor shall ensure at all times at the Event (as applicable)
 - i i (i) Highest quality standard of products and/or services
 - ii ii (ii) Presentation of the Stand of the highest standards in a neat and orderly fashion
 - iii iii (iii) Smart presentation and appropriate dress of all their Personnel whilst at the Venue.
- c) remove all exhibits, structures, fittings, goods, rubbish and other items from the Venue brought into the Venue or generated by the Exhibitor/Sponsor or by its contractors, servants, agents or invitees by no later than the end of the dismantling period.
- d) 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 head licence or sub-licence for the Venue held by the Organiser, the Venue owner or its appointed catering contractor and (without limitation) the Exhibitor/Sponsor 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 Exhibitor/Sponsors or which would breach any laws, bye-laws or any other relevant rule or regulation.
- e) not do, cause, permit or suffer to be done anything that may occasion damage, disfigurement or injury of any kind to the Venue or to the person or property of the Organiser, Venue Owner or any other Exhibitor/Sponsor or any visitor. Gas filled balloons may only be used with the permission of the Organiser.
- f) conduct business and distribute literature promotional items and other articles only from the Stand or any other areas expressly approved by the Organiser in writing and no other part of the Venue and not take away buyers from the Venue to other business premises.
- g) not to undertake market research surveys without written permission of the Organiser.
- h) not to use on or bring onto or allow to be done, used or brought onto the Space, the Stand or any part of the Venue any act or thing which may render any extra or increased premiums payable or make void or voidable any insurance of the Organiser or any adjoining or neighbouring stands insurance.
- i) not to use the Space or any part of the Venue for any illegal or immoral purpose or for betting or gaming.
- j) remove or procure the removal from the Event or the Stand any person or persons or any advertising, other installation, materials or articles which, in the opinion of the Organiser is or may be undesirable, inappropriate, harmful (including harmful to the commercial interests of the Organiser) offensive or obscene or illegal.
- k) not to bring any gas or other hazardous combustible or dangerous items or materials into or near the Venue (unless expressly authorised in writing by the Organiser and subject to any conditions imposed by the Organiser).
- l) close or procure the closure of the Stand if so requested by the Organiser pursuant to Condition 19.



- m) observe and comply with all applicable regulations and requirements of Health and Safety including the Health and Safety at Work Act 1974 and also any other regulations relating to employees of Exhibitor/Sponsor so far as they relate to the Space/Stand. Observe and comply with any Health and Safety Policy of the Venue owner and/Organiser as may be provided from time to time;
 - n) ensure that all merchandise is clearly priced and that a printed or written receipt including registered company name, contact details and returns policy clearly stated is issued with each purchase made (and as applicable does not breach any laws in relation to the sale and display of official merchandise). If this Agreement confers rights to use a retail merchandising stand the Exhibitor/Sponsor agrees to be bound by any additional directions and rules regarding retail merchandising provided by the Organiser, which may be updated amended or changed from time to time in addition to the terms and conditions herein.
- 15.2 The Organiser reserves the right to charge any Exhibitor/Sponsor the cost imposed by the Venue owner in cases where these rules are broken.
- 15.3 Only items which are in the Organiser's opinion within the scope of the Event may be exhibited or otherwise be displayed or made available from the Stand
- 15.4 Products of companies not exhibiting at the event cannot be used on stands for display purposes without the written permission of the organiser. If the organiser provides such consent in writing, the exhibitor/sponsor shall be liable for obtaining any necessary permission from the company that owns the product in question.
- 15.5 The Organiser shall appoint an official contractor for electrical work on all Event space. The Organiser will also set out details of preferred contractors for refrigeration, furniture etc. in the Exhibitor/Sponsor Manual. The Exhibitor/Sponsor shall be responsible for settling all accounts directly with such contractors.
- 15.6 Provide such documentation as reasonably requested by the Organiser to demonstrate compliance with this Agreement;

16. POWERS AND DISCRETION OF THE ORGANISER

- 16.1 For the avoidance of doubt, this Agreement is only for an amount of such Space specified on the Exhibitor Booking Form or Sponsorship Contract (as applicable) and no acceptance by the Organiser of the Exhibitor Booking Form for Space or allocation of the Exhibitor/Sponsor's name to any particular part of any Event floor plan or Stand number will constitute any agreement, warranty or representation by the Organiser that the Exhibitor/Sponsor is entitled to exhibit at the Event in such particular location .
- 16.2 The Organiser shall use reasonable efforts to retain the Space allocated to the Exhibitor/Sponsor. However, the Organiser reserves the right to be entitled to:
- a) allocate to the Exhibitor/Sponsor a space other than the Space the Exhibitor/Sponsor has applied for.
 - b) change the Space and Stand allocated to the Exhibitor/Sponsor at any time before the Exhibitor/Sponsor takes possession of the Space and Stand and if such changed area of Space and Stand is smaller than the area specified in the Exhibitor Booking Form, the Organiser shall make a refund to the Exhibitor/Sponsor pro-rata to the amount of the area reduced.
 - d) alter the position or layout of the Event and any stands including the Space and the Stand
 - e) close or procure the closure of the Stand if the Exhibitor/Sponsor is in breach of any of these terms and conditions.
 - f) refuse any person admission to the Event.
 - g) remove from the Stand or the Venue at the risk and expense of the Exhibitor/Sponsor any exhibit, fitting or machinery or other items which the Exhibitor/Sponsor fails to remove in accordance with or which do not comply with these terms and conditions or any rules and regulations supplied from time to time by the Organiser to the Exhibitor/Sponsor.
 - h) remove the Exhibitor/Sponsor or any person or persons from the Venue at any time if the Exhibitor/Sponsor or any person or persons is in breach of any of these terms and conditions or if, in the opinion of the Organiser, the Exhibitor/Sponsor or any person or persons is behaving in a violent, threatening, abusive, immoral or otherwise inappropriate manner or in the opinion of the Organiser is undesirable.
 - i) remove from the Venue or from the Stand any advertising, other installation, product or material which in the opinion of the Organiser is or may be undesirable, inappropriate, harmful (including harmful to the commercial interests of the Organiser), offensive, obscene, illegal or may cause a breach of the peace.
 - j) change or vary these regulations at any time.



17. EXHIBITOR/SPONSOR'S LIABILITY FOR LOSS, DAMAGE AND INDEMNITY

- 17.1 All exhibits, fittings and all other materials and items brought into the Event by the Exhibitor/Sponsor or the invitees of the Exhibitor/Sponsor shall be at the sole risk of the Exhibitor/Sponsor. The Organiser shall not be responsible for any loss or damage or theft to such exhibit, fittings or materials and items however caused. The Organiser shall not be responsible for the death or personal injury to the Exhibitor/Sponsor, agents or agents' contractors or other invitees of the Exhibitor/Sponsor save in the case of the Organiser's negligence.
- 17.2 The Exhibitor/Sponsor shall indemnify and keep indemnified the Organiser against all loss, damages cost charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:
- any breach by the Exhibitor/Sponsor of any of the terms and conditions of this Agreement; or
 - any loss suffered by the Organiser as a result of default or negligence of the Exhibitor/Sponsor or any of its invitees; or
 - any liability to or claim by any third party (including the invitees of the Exhibitor/Sponsor).
- 18.3 The Exhibitor/Sponsor is responsible for and will indemnify and keep indemnified the Organiser against all injury, loss or damage of any kind arising as a result of the erection, use and dismantling of the Stand and/or anything done on or from the Stand (including without limitation the exhibiting of, offering for and/or sale of goods or services) caused directly or indirectly by the Exhibitor/Sponsor or any invitee of the Exhibitor/Sponsor or visitor to the Stand or by any exhibit or machinery or other item introduced by any such person.

18. LIMITATIONS OF ORGANISER RESPONSIBILITY AND INSURANCE

- 18.1 Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate the Exhibitor/Sponsor shall take out adequate insurance in respect of its liabilities hereunder including (without limitation) public liability insurance for the loss, damage or injury caused by that party's neglect or default, providing a minimum limit of indemnity of £2,000,000 in respect of the Exhibitor/Sponsor's participation at the Event which liability shall extend to include the build-up and breakdown periods as well as the period of the Event.
- 18.2 It is a condition of this contract that Exhibitors arrange adequate insurance to attend the show. Minimum limits are advised below. Minimum limits are:
- Cover Headings Standard Limits
Exhibitor Expenses GBP 20,000
Exhibitor Property GBP 20,000
Exhibitor Liability GBP 2,000,000
- 18.3 The Exhibitor/Sponsor shall be required to provide a copy of such policy and current premium payment receipt to the Organiser at the Organiser's request and, for the avoidance of doubt, the Exhibitor/Sponsor shall not be permitted to attend the Event if it has not complied with its obligations regarding insurance.
- 18.4 Subject to 18.6 the liability of the Organiser to the Exhibitor/Sponsor shall in all circumstances including (without limitation) breach of this Agreement or negligence (save in the case of death or personal injury caused by the Organiser's negligence) be limited in aggregate to the fees paid by the Exhibitor/Sponsor or £100,000 whichever is the greater.
- 18.5 Subject to the force majeure provisions of paragraph (d) of Section 19 below, the Organiser accepts no responsibility in the event of cancellation, abandonment, postponement or curtailment, in whole or in part, of the Event in the event of causes outside the reasonable control of the Organiser.
- 18.6 The Organiser shall not in any event, to the maximum extent permitted by law, be liable to the Exhibitor/Sponsor (neither in contract, tort (including negligence) or otherwise) for any loss of profit, goodwill, reputation or opportunity or for any consequential, indirect, incidental or special loss or damage even if the Exhibitor/Sponsor has advised the Organiser of the possibility of such loss.
- 18.7 Nothing in this Agreement is intended to limit or exclude liability of any of the parties for any loss or damage arising as a result of fraud or for death or personal injury caused by negligence or beyond the extent permitted by law.



19. CANCELLATION BY ORGANISER/FORCE MAJEURE

Force Majeure and postponement:

19.1 If, at the absolute discretion of the Organiser, the Organiser needs to postpone the Event or the Venue shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Event or part of it for reasons beyond the control of the Organiser including (without limitation) Covid 19 or similar pandemic, fire, flood, storm, contamination, subsidence, heave, landslip, impact, government intervention, malicious damage, negligent act or accident, acts of war, acts of God, strikes, epidemics/pandemics, terrorism, failure of supplies of power, fuel, transport, equipment or other goods or services, breakdown or failure of equipment, riots or any other cause, the Organiser reserves the right to (but shall not be obliged to):

- a) change the location and/or date of the Event; or
- b) curtail the Event or part of it; or
- c) reduce the installation period, display period or dismantling period; or
- d) cancel the Event.

19.2 In the circumstances specified in paragraphs (a), (b) and (c) of Section 19.1 above the parties agree and acknowledge that the Organiser shall not have any responsibility to the Exhibitor/Sponsor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor/Sponsor.

If the Event is cancelled in accordance with Section 19.1, paragraph (d) the Exhibitor/Sponsor agrees to accept in complete settlement and discharge of all claims against the Organiser a refund of all charges paid by the Exhibitor/Sponsor less all costs and expenses incurred by the Organiser in connection with the cancelled Event, which expenses shall be divided between all Exhibitor/Sponsors at the cancelled Event and the Exhibitor/Sponsors share pro-rated accordingly.

19.3 Other Cancellations or Changes to Date:

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

20. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

The Exhibitor/Sponsor must comply with all statutory local and other regulations or requirements and byelaws that affect or apply to the Event or the Venue and in particular any fire and alcohol regulations. All materials used on the Stand must be non-flammable. The Exhibitor/Sponsor 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 Venue owner and local authority from time to time.

21. DATA PROTECTION

For the purpose of this clause 21:

"Data Controller", "Data Processor", "Personal Data" and "Processing" all have the meanings set out in the Data Protection Act 1998; and

"Data Protection Laws" means the General Data Protection Regulation (2016/679), the EU Data Protection Directive (Directive 95/46/EC), the Data Protection Act 1998, and Electronic Communications (EC Directive) Regulations 2003 (each as amended and in force from time to time), and such other data protection laws and regulations as may apply from time to time.



- 21.1 The Exhibitor and the Organiser acknowledge that where the Exhibitor collects data directly from attendees of an event, the Exhibitor shall be the Data Controller in respect of all personal data that it collects and the Exhibitor shall at all times carry out all processing of personal data pursuant strictly in accordance with the Data Protection Laws including but not limited to the following actions:
- have in place appropriate technical and organisational security measures so that the personal data is protected against unauthorised or unlawful processing and against accidental loss, destruction or damage;
 - promptly carry out any request to amend, transfer, delete or return the personal data; not disclose the personal data to a third party other than at the attendee's request; and
 - it shall not transfer the personal data outside of the EEA unless it has the prior written consent of the attendee

22. TERMINATION AND WITHDRAWAL

- 22.1 Without prejudice to other rights it may have, the Organiser may terminate this Agreement by written notice if:
- the whole or any parts of the amounts due from the Exhibitor/Sponsor to the Organiser are not paid within 14 days after the due dates (whether formally demanded or not); or
 - the Exhibitor/Sponsor fails to observe or fulfil any terms of this Agreement; or
 - the Exhibitor/Sponsor 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/Sponsor 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 1914 applies or applies to the court for an interim order or one is made under part VII of the Insolvency Act 1986 or the Exhibitor/Sponsor presents or has presented against them a bankruptcy petition or a bankruptcy order is made against them or they enter into any compromise or arrangement with their creditors or a majority of them in value or are unable to pay their debts as they fall due.
- 22.2 Upon termination the Exhibitor/Sponsor shall remain liable to pay the Organiser all the fees due from it under this Agreement prior to such termination (and for the avoidance of any doubt, shall forfeit any right of cancellation that may have applied under Clause 8). Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such a termination.
- 22.3 Agreements for more than one Event:
- The cancellation of the single Event covered by this Agreement or termination of this Agreement shall have no effect on any other Event covered by any other Agreement with the Exhibitor/Sponsor, which Agreement(s) shall remain in full force and effect, including but not limited to the Exhibitor/Sponsor's obligations to exhibit and pay booking fees for such Events.

23. ASSIGNMENT/NOVATION, ENTIRE AGREEMENT AND VARIATION

- 23.1 The Organiser is entitled to assign, novate or transfer, charge, hold on trust for any person and deal in any other manner with any or all of its rights and/or obligations under this to a third party entity at any time and the Exhibitor/Sponsor hereby irrevocably consents to such assignment, novation, transfer, charge or trust or dealing, (which shall be deemed to be a novation of this Agreement if notified accordingly by the Organiser). The Organiser shall notify the Exhibitor/Sponsor of any such assignment, novation, transfer, charge or trust or dealing.
- 23.2 This Agreement constitutes the entire agreement between the Organiser and the Exhibitor/Sponsor in respect of the Event and no terms, obligations, representations, warranties, promises or conditions, oral or written, express or implied, have been made or relied upon other than those contained herein. For the avoidance of doubt each party irrevocably waives any right it may have to seek a remedy for: a) any misrepresentation which has not become a term of this Agreement; or b) any breach of warranty or undertaking (other than those contained in this Agreement) whether express or implied, statutory or otherwise; unless such misrepresentation, warranty or undertaking was made fraudulently.
- 23.3 No amendment shall be made to this Agreement by the Exhibitor/Sponsor without the express prior agreement of the Organiser in writing.



24. SEVERANCE

If at any time one or more provision contained in the Contract 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 force and effect.

25. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement and nothing contained in this Agreement, express or implied, is intended to confer on any person other than the parties to it any rights, remedies, obligations or liabilities under or by reason of this Agreement.

26. NO WAIVER

No waiver of any term or condition of this Agreement shall be effective unless made in writing and signed by the party against which enforcement of the waiver is sought. The waiver of any breach of any term of this Agreement shall not be construed as a waiver of any subsequent breach of a term of the same or a different nature.

27. APPLICABLE LAW

27.1 The validity, construction, and performance of this Agreement and all matters arising in connection with it shall be governed by the laws and be subject to the exclusive jurisdiction of the country in which the Organiser company is registered as stated in the relevant Exhibitor Booking. Form/Sponsorship Contract. The organisers shall be governed by the laws of England and Wales and be subject to the exclusive jurisdiction of the English Courts.