

# EXHIBITORS' TERMS AND CONDITIONS FOR BP2021

## 1. Interpretation

In these Terms and Conditions, the following expressions will have the following meanings:-

<b>"Authorities"</b>	the relevant local authority and fire authority and any other applicable regulatory or statutory body or authority
<b>"Booking Form"</b>	the Organiser's standard priority booking form in which Exhibitors apply for Space to exhibit at the Event
<b>"Contract"</b>	the contract(s) under which the Organiser:- (a) agrees to license and Supply Space to an Exhibitor; or (b) agrees to Supply any other goods or services relating to the Event, as agreed in writing between an Exhibitor and the Organiser
<b>"Event"</b>	the BP2021 trade show organised and staged by the Organiser to be held at the Venue on 24 <sup>th</sup> and 25 <sup>th</sup> November 2021
<b>"Exhibits"</b>	all equipment, machinery, products and services, sales, advertising and promotional boards and material and all other items used, promoted, exhibited, distributed and/or demonstrated by an Exhibitor at the Event
<b>"Exhibitor"</b>	the Person named in the relevant Booking Form who applies for Space at the Event, and includes his employees, agents, contractors and other representatives
<b>"National Mourning"</b>	any period of National Mourning declared for any reason by or on behalf of the government or any government department or body
<b>"Organiser"</b>	BP2021 Limited (company registration number 5652953) of 10 Park Plaza, Battlefield Enterprise Park, Shrewsbury SY1 3AF
<b>"Outbreak of Disease"</b>	any outbreak of disease affecting the staging of the Event (including foot and mouth or any other quarantine disease) in respect of which any movement or other restrictions have been or are to be imposed by or on behalf of the government or any government department or body or any legislation or which in the Organiser's or the Potato Council's opinion requires disease control measures or actions to be taken
<b>"Person"</b>	includes any body corporate or unincorporate, any association or organisation or other entity
<b>"Space"</b>	any marquee or indoor or outdoor stand space, shell scheme space and/or plot at the Venue for the purposes of exhibiting and/or demonstrating Exhibits at the Event, as the case may be, and any furniture, carpet or electrical services supplied to an Exhibitor by the Organiser for use at the Event
<b>"Stand"</b>	the Exhibitor's stand using the Space
<b>"Supply"</b>	includes hire
<b>"Venue"</b>	Yorkshire Event Centre, Harrogate HG2 8NZ and any other sites used by the Organiser for the Event.
<b>"Venue Owner"</b>	the owner or lessees of the Venue and their respective employees or agents
<b>"Working Day"</b>	Monday - Friday (excluding bank and public holidays)

1.2 Unless the context otherwise requires, any reference to the plural will include the singular and vice versa and "in writing" includes facsimile transmission

1.3 These Terms and Conditions, the terms specified in the applicable Booking Form and any other terms and conditions agreed to in writing by the Organiser shall apply to the Contract and constitute the entire agreement between the Organiser and the relevant Exhibitor in relation to the subject matter of the Contract and supersede any other terms or conditions

## 2. Space Applications

2.1 Applications for Space must be made in a Booking Form. The completed Booking Form and payment then due must be received by the Organiser by 31<sup>st</sup> August 2021. The Organiser may accept or reject an application for Space in its absolute discretion

2.2 Exhibitors must apply for sufficient Space for their Exhibits and for stays and guy ropes required for any structure or marquee to be erected on the Space. Exhibitors using mobile display units or caravans must apply for sufficient space to include tow-bars and to manoeuvre them onto their Space without going on to any other Exhibitor's Space.

## 3. Charges and Payment

3.1 The charges payable by an Exhibitor for the Space allocated or agreed to be supplied to him will be those set out in the Booking Form

3.2 The Exhibitor will pay, as a non-refundable deposit, 50% of the charges payable by him for the Space applied for in his Booking Form (including VAT) when the completed Booking Form is returned to the Organiser. The balance of those charges (including VAT) will be due for payment on or before 1<sup>st</sup> September 2021, subject to paragraph 3.4. If the completed Booking Form is returned to the Organiser after 31<sup>st</sup> August 2021 it must be accompanied by payment in full of all charges payable for the Space applied for and the Exhibitor concerned may not be included in the Event plans or catalogue. The Organiser may in its discretion allow applications for Space received after 31<sup>st</sup> August 2021 and reject any completed Booking Form which is not accompanied by the relevant payment

3.3 All sums payable by the Exhibitor under the Contract must be paid in pounds Sterling, and cheques must be made payable to the Organiser

3.4 Without prejudice to its other rights, the Organiser reserves the right to terminate the Contract and Supply the Space allocated to the Exhibitor to a third party if he has not complied with any of his obligations under paragraph 3.2. In that event all sums paid by the Exhibitor up to the termination date in respect of the Space will be forfeited and not be repayable by the Organiser and the Exhibitor will be liable to pay the balance of all charges payable by him for the Space and in addition all costs and expenses incurred by the Organiser in connection with the Contract or its termination, all of which will become due for payment on the date of termination

3.5 Without prejudice to paragraphs 3.4 and 18 (Termination), no Exhibitor will be allowed to have access to or to deliver any Exhibits to the Venue or the allocated Space until all sums due from him under the Contract have been paid to the Organiser

3.6 The time for payment of any sum by any Exhibitor in relation to the Contract will be of the essence of the Contract. If an Exhibitor fails to pay any sum to the Organiser on or before the due date, without prejudice to its other rights, the Organiser may charge interest on the balance of that sum for the time being outstanding at 3% above the base rate (or, if it is replaced, its successor) from time to time of Barclays Bank Plc from the due date of payment until that sum is paid in full to the Organiser. Interest will accrue daily

3.7 If any Exhibitor uses or occupies any part of the Venue (whether through any of his Exhibits or otherwise) other than the Space allocated to him, without prejudice to the Organiser's other rights, the Exhibitor must on demand pay the Organiser for the area occupied or used by him at the rates stated in the Booking Form or, if required by the Organiser, vacate that area and remove all his Exhibits and indemnify the Organiser in respect of all loss, damage and liabilities incurred by the Organiser arising from the Exhibitor's occupation or use of the area concerned

3.8 All sums payable to the Organiser under the Contract will be subject to VAT at the applicable rate which will be payable at the same time as the sum on which VAT is chargeable is due for payment

3.9 The Organiser's charges for all sums payable by the Exhibitor in relation to the Contract (except for those payable under paragraph 3.2 of these Terms and Conditions) will be payable on receipt of the Organiser's invoice. If any Exhibitor fails for any reason to give the Organiser definitive and timely instructions regarding any services to be provided by the Organiser before the opening of the Event, the Organiser may issue an invoice estimating the charge to be made in relation to those services which must be paid before the Event opens. Any overpayment will be refunded

## 4. Termination and variation of booking by Exhibitor

4.1 If the Exhibitor wishes to terminate the Contract for Space, he must give written notice of termination to the Organiser. In that event the Exhibitor will forfeit and not be entitled to recover from the Organiser any sum paid to the Organiser under that Contract and continue to be liable to pay all other sums payable to the Organiser under that Contract notwithstanding the termination, including without limitation the balance of any charges payable under paragraph 3.2. The Organiser reserves the right to Supply the Space concerned to any third party without any obligation to repay or reduce any amount payable by the Exhibitor

4.2 If any Exhibitor wishes to alter any application for Space made by him and the Organiser accepts the alteration, the Organiser may charge that Exhibitor a reasonable administration fee in relation to the alteration

## 5. Refusal of Applications

The Organiser reserves the right to refuse any application for Space in its absolute discretion and without stating any reason. No contract will arise until the relevant Exhibitor's application for Space contained in a completed Booking Form has been accepted in writing by the Organiser

## 6. Space Allocation

6.1 Whilst the Organiser will endeavour to ensure that the Space and positioning of any Stand applied for will be available for an Exhibitor, Space will be allocated and Stands will be positioned at the Venue in the Organiser's absolute discretion

6.2 The Organiser reserves the right to alter the area or position allocated to any Exhibitor through circumstances beyond the Organiser's reasonable control if it becomes necessary to do so.

The Organiser will be under no liability to any Exhibitor, and no claim for compensation or reimbursement or reduction in any charge made for allocated Space or otherwise shall be made against the Organiser, in respect of any such alteration or if the Space applied for is not allocated to any Exhibitor

6.3 Each Exhibitor must check the dimensions of the Space allocated to him before any work is carried out at or any Exhibit is delivered to the Space and must notify the Organiser in writing immediately of any claim that the dimensions allocated differ from those contracted for. Failure to do so will confirm the Exhibitor's acceptance that the Space allocated to him is in accordance with the Contract

## 7. Space Sharing and Transfer and Access

7.1 No Space or any part of it may be sub-licensed or shared, and none of the Exhibitor's rights or obligations under or in relation to the Contract may be transferred or otherwise dealt with, unless the Organiser otherwise agrees in writing

7.2 Each Exhibitor shall on request allow the Organiser and the Venue Owner and their respective representatives access to the Exhibitor's Space to enable the Organiser to check whether the terms and conditions of the Contract are being complied with by the Exhibitor or to take an inventory of the condition of the Space and the equipment and other items on it or for any other reasonable purpose. If the Organiser is not satisfied with the state and cleanliness of any Exhibitor's Space or any furniture or other equipment on it which has been provided by or on behalf of the Venue Owner, it may carry out, or have carried out, any necessary work to them to bring them to a state and condition acceptable to the Organiser, and the relevant Exhibitor will pay the Organiser's charges in relation to that work within 30 days of the date of the Organiser's invoice for that work

## 8. Exhibits and Advertising Material

8.1 The only advertisements and advertising or promotional boards, signs or material (including handbills, cards or leaflets) which may be exhibited or distributed at the Venue by any Exhibitor (except for advertising sold to the Exhibitor by the Organiser) will be those exhibited at or distributed from the Space allocated to him. All such advertising, advertisements and material must relate exclusively to the Exhibitor and his Exhibits and no other Person or his products or services (except for another Exhibitor exhibiting at the Event and his products or services), and none of them shall be defamatory, obscene or offensive

8.2 All of an Exhibitor's Exhibits must relate exclusively to the products, equipment, machinery and/or services relating to the potato industry supplied by the Exhibitor and no other Person (except for another Exhibitor exhibiting at the Venue)

8.3 Each Exhibitor must ensure that, following their delivery to the allocated Space, all of his Exhibits are located only on the Space and that none of them extend beyond that Space, in particular over or on to any other Space or any other area reserved for pedestrian or vehicular traffic or any other public parts of the Venue, or cause any nuisance or annoyance to any other Exhibitor or any visitor or any other Person at the Venue

8.4 If any Exhibitor breaches any of the provisions of paragraphs 8.1 - 8.3 (inclusive) or paragraphs 9.4 or 9.5 (Products), paragraph 13 (Conduct) or paragraph 21 (Legislation), without prejudice to the Organiser's other rights, the Exhibitor must comply immediately with any instruction given by the Organiser to the Exhibitor to remedy the breach

## 9. Delivery of Exhibits

9.1 The Exhibitor will deliver his Exhibits to the Venue and allocated Space and (unless the Company has agreed to do so) erect and fit out his Stand prior to the opening of the Event at his cost and during the times specified by the Organiser. Each Exhibitor will be solely responsible for unloading, loading and positioning his Exhibits except that the Organiser may in its discretion make available forklift trucks to assist Exhibitors. The Organiser will have no liability to the Exhibitor for any loss, damage or liability incurred by the Exhibitor relating to any such assistance which may be given. Any Exhibits or other items delivered at the Venue by or for any Exhibitor will remain at the sole risk of that Exhibitor

9.2 Neither the Exhibitor nor any of his representatives, suppliers or contractors will be admitted to the Venue without official vehicle and personal passes being shown as required

9.3 The Organiser will in no circumstances be under any liability for any kind of loss, theft or destruction of or damage to any Exhibits or other items of any Exhibitor whilst they are at the Venue (unless caused by the deliberate act of the Organiser) or for any inconvenience, loss, damage or liability incurred by any Exhibitor by reason of any delay caused as a result of any change in the delivery or build up or break down times stipulated by the Organiser or any other Exhibitor not delivering his Exhibits or other items or carrying out any work in accordance with his allocated times

9.4 Unless the Organiser otherwise agrees in writing in any particular case, all potatoes and other products to be exhibited at the Event must be scrupulously clean and free from any soil or crop residues throughout the time when they are at the Venue. The Organiser reserves the right to require Exhibitors to comply with any hygiene standard or practice the Organiser deems prudent to be followed to prevent the spread of noxious pest or other diseases. If any Exhibitor fails to comply with any such requirement of the Organiser, the Organiser may, without prejudice to its other rights and remedies, close the Exhibitor's Stand and require him to remove all Exhibits and other items from his Space

9.5 No Exhibitor shall, and it shall not cause or permit any other Person to, grow or plant any genetically modified product or in the Venue or bring onto or have on the Venue at any time any genetically modified plant material

## 10. Space Use

10.1 No Exhibitor may erect any permanent building or structure at the Venue, and Exhibitors may only erect temporary buildings or structures at the Venue with the prior written consent of the Organiser and subject to compliance with all applicable planning and bylaw legislation, rules and regulations. Exhibitors must not remove or tamper with anything which is attached to or forms part of the Venue or belongs to the Venue Owner

10.2 Any fixings or attachments to or penetration of the structure of any building or open ground area at the Venue shall only be effected or carried out by a Person approved in writing by the Organiser at the expense of the Exhibitor concerned and subject to the requirements of the Organiser being complied with. No fixings or attachments to or penetration of any floor of any building at the Venue may be effected by any Exhibitor. All fixings and attachments must be carefully removed after use to prevent damage to floor surfaces and any other area. If any fixings or attachments cause any damage to any floor, building or other area, the Exhibitor will pay the cost of such damage being repaired and made good. No fixing will be permitted to floor duct covers

10.3 No Exhibitor may suspend any Stand or light fittings from the structure of any roof, wall, column or any other part of any building at the Venue except with the prior written approval of the Organiser. Banners or other decorative materials may be used in any building at the Venue only with the prior written consent of the Organiser

10.4 Carpets may be fixed to the floor of any building only with adhesive tape, and Exhibitors must ensure that the adhesive tape is removed from the floor after use without damaging the floor

10.5 Where appropriate Exhibits, in particular those which require ropes, wires or other supports, must be properly fenced to prevent any accident or danger to members of the public or any other Person

10.6 No Exhibitor may use any air balloon or carry out, or have carried out, any aerial display or flight at the Venue without the Organiser's prior written consent. If such consent is given, the use of any balloon or aircraft will be at the Exhibitor's sole risk and cost and he will fully and effectually indemnify and save harmless the Organiser from and against all claims, proceedings, liabilities, loss, damage, costs and expenses brought against or incurred by the Organiser in connection with the use or presence of any such balloon/aircraft or any act or omission relating to it (subject to the provisions of section 2 of the Unfair Contract Terms Act 1977)

10.7 Exhibitors may only store small quantities of oil, fuel and liquid petroleum gas ("LPG") in appropriate containers, in open areas at the Venue designated by the Organiser but not elsewhere. All oil and fuel containers and LPG cylinders must be stored in a secure place, and Exhibitors must ensure that all appropriate precautions are taken, and all applicable legislation and statutory rules and regulations are complied with, in relation to their use and storage of oil, fuel and LPG at the Venue

10.8 Each Exhibitor will be solely responsible for the management and operation of his Stand and all activities conducted on it

## 11. Space Clearance and Refuse Disposal

11.1 Each Exhibitor must at his own expense keep and maintain his Space and Stand in a good and clean condition and free from rubbish and other unwanted material. All cartons and rubbish must be removed from the Space at least 2 hours before the official opening times of the Event. Any obstruction caused by any Exhibitor's Exhibits or other property must be removed by the Exhibitor, and in default, the Organiser may at the Exhibitor's expense take such steps as the Organiser considers necessary to remove them. Empty cases and packing must not be stored on or behind Stands

11.2 Exhibits must be packed and they and any display aids, shelves or furniture or other items provided by the Exhibitor or any third party to the Exhibitor or used on the Stand must be removed from the Venue, and the Space must be cleared and vacated and be free from rubbish and other unwanted material, by such time after the close of the Event as is specified by the Organiser or, if the Contract is terminated by the Organiser pursuant to paragraph 18.1, by the time specified by the Organiser. If any Exhibitor fails to comply with his obligations under this paragraph 11.2, the Organiser may, but will not be obliged to, arrange for the packing, clearance and/or removal from the Space and the Venue of any of the foregoing which are not packed, cleared and/or removed and store them (or, in the case of rubbish or other unwanted items, dispose of them) as the Organiser may decide. All such packing, clearance, removal and storage shall be at the Exhibitor's risk and expense and neither the Organiser nor any third party shall have any liability to the Exhibitor concerned for any loss or destruction of or damage to any Exhibits or other items packed, removed, cleared or stored or disposed of by or for the Organiser pursuant to this paragraph 11.2. The Exhibitor will pay to the Organiser on demand all costs and expenses incurred by the Organiser and the Organiser's charges in relation to any such packing, removal, clearance, storage or disposal

11.3 Each Exhibitor's Space must be left, when it is vacated, in the state and condition in which it was when he first occupied it and he must make good any damage to any Space

## 12. Stand Opening Times

Subject to paragraphs 9.4, 16 and 18.2, each Exhibitor's Stand must open no later than the official opening time of the Event each day and remain open continuously until the official closing time each day. The Stand must be staffed adequately during those hours. Exhibitors must not break down their Stands or start to do so before the official closing time on the last day of the Event unless the Organiser otherwise agrees or requires

## 13. Conduct

13.1 Each Exhibitor must conduct himself at the Venue, and ensure that all activities carried out on his Space are carried out, in a lawful, orderly and reasonable manner and so as not to cause any nuisance, disturbance or annoyance to any other Exhibitor or any visitor or other Person at the Venue or the Venue Owner. Unless the Organiser otherwise agrees in writing, no auction, wagering or other games of chance or the sale of raffle tickets shall be held or take place at any Space. No Exhibitor shall cause or permit any drunkenness or other disorderly conduct on his Stand, and each Exhibitor must ensure the compliance of his employees, agents, contractors and other representatives with the provisions of this paragraph 13.1

13.2 Exhibitors may only use mechanical or electrical loud speaking appliances, musical instruments or similar appliances or equipment with the Organiser's prior written consent

13.3 Each Exhibitor must comply with any lawful and reasonable directions of the Organiser or its employees, agents or other representatives in relation to the Venue or the Event or the operation of the Exhibitor's participation in the Event

13.4 Each Exhibitor must, and must ensure that all of his employees, agents, contractors and other representatives, comply with all speed restrictions, no parking signs and other rules and regulations relating to motor vehicles and their use at the Venue, and ensure that neither he nor any of them obstruct any exit from or passage or gangway at the Venue or remove or otherwise interfere with any fire fighting apparatus there

## 14. Indemnity, Insurance and Liability

14.1 No Exhibitor shall cause or permit any damage to the Venue or to any fixtures or fittings at the Venue or in the Space which are not the property of the Exhibitor nor alter or interfere with the structure or layout of any marquee of any other Person or any other building or structure or any plot at the Venue

14.2 Each Exhibitor will be solely responsible for all claims, proceedings, liabilities, loss, damage, costs and expenses (including without limitation death or personal injury and loss or destruction of or damage to any property) caused by or arising from directly or indirectly the erection, dismantling or clearance of the Exhibitor's Space and anything done or omitted to be done thereon or there from before, during or after the Event by the Exhibitor or any

employee, agent, contractor, invitee or other representative of the Exhibitor or any act, omission or neglect of or by any Exhibitor or any such other Person or by any Exhibit or other item belonging to or in the possession of or used by the Exhibitor or any such Person

**14.3** The Exhibitor will fully and effectually indemnify and save harmless the Organiser in respect of all claims, proceedings, liabilities, losses, damages, costs and expenses incurred by or brought against the Organiser in relation to or in connection with any of the matters referred to in paragraphs 14.1 or 14.2

**14.4** The Organiser shall not be liable in contract or in tort (including without limitation negligence) or in any other way for:-

**14.4.1** any loss, theft or destruction of or damage to any of the Exhibits or other property of or in the custody of any Exhibitor except to the extent that it is caused by any deliberate act on the part of the Organiser; or

**14.4.2.1** any consequential or indirect loss, liability or damage or any other claim for consequential compensation; or

**14.4.2.2** loss of any kind of profit, goodwill, reputation or anticipated savings or any costs, expenses or liability to any third party incurred by any Exhibitor arising directly in the natural and ordinary course or indirectly from or in connection with the Contract or the Event

**14.5** The Organiser's liability to any Exhibitor for all compensation for accidental damage to or loss or destruction of any material property arising in connection with the applicable Contract or the Event shall be limited in aggregate to damages of an amount equal to £2,000,000 in respect of or arising out of any one event or series of events consequent upon or attributable to one source or original cause, less the Organiser's total liabilities in relation to all other claims arising from or attributable to any such event(s) and which are covered by the Organiser's insurance in respect of such event(s)

**14.6** Excluding the Organiser's liability under paragraph 14.5, the Organiser's aggregate liability to any Exhibitor arising in contract or tort (including without limitation negligence) or otherwise howsoever for any loss, cost, damage, injury or liability (whether consequential, indirect or otherwise) resulting from or in connection with any Contract or the Event will be limited to an amount equal to all charges and other sums paid by the relevant Exhibitor to the Organiser under paragraph 3 of these Terms and Conditions (excluding Value Added Tax)

**14.7** The limitations on and exclusion from liability on the part of the Organiser contained in this paragraph 14 or elsewhere in these Terms and Conditions, and the indemnity in paragraph 14.3, will not apply to any personal injury or death caused by the Organiser's negligence (as defined in section 11 Unfair Contract Terms Act 1977)

**14.8** Each Exhibitor must effect before any work is done in respect of, or any Exhibits are delivered to, the Space allocated to him and maintain until his Stand and all Exhibits and other items belonging to the Exhibitor or used on or in connection with his Space have been removed from the Venue:-

**14.8.1** public liability insurance with a reputable insurer providing indemnity for not less than £2,000,000 for any one event or occurrence or series of connected events or occurrences;

**14.8.2** adequate insurance with a reputable insurer in respect of the matters referred to in paragraph 14.2 and all costs, expenses, losses, damage and liability which the Exhibitor may incur if the Event is abandoned, cancelled, postponed, curtailed, relocated, delayed or suspended in whole or in part if the Organiser exercises its rights under paragraph 19.1

**14.9** Each Exhibitor will produce to the Organiser on request the policies effected by him under paragraph 14.8 and the receipt for the last premium paid in respect of them

#### **15. Exhibitors' Name Plates and Notice Boards**

No Exhibitor's name plates or notice boards will be allowed outside the confines of the Space allocated to the Exhibitor, and each Exhibitor must ensure that they are not moved from the position stipulated by the Organiser

#### **16. Canvassing**

Exhibitors must, and they must ensure that their respective employees or other representatives will, canvass or approach for business any visitors to the Event or any other Person only on the Space allocated to the relevant Exhibitor and not in any areas reserved for pedestrian or vehicular traffic or any other public parts of the Venue. If any Exhibitor breaches this obligation he will be warned by the Organiser to ensure that no further breach occurs, but if it does, the Organiser may require the Exhibitor to close his Stand immediately until after the closing of the Event without any liability on the part of the Organiser

#### **17. Force Majeure**

If the Organiser is delayed in, or prevented from, performing any provision of the Contract as a result of any fire, flood, unavoidable accident, lock out, strike, labour dispute, industrial action of any kind, breakdown of plant or equipment, national calamity or riot, act of God, National Mourning, Outbreak of Disease, the enactment of any act of parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war or national emergency or any other cause or event (whether or not similar to any of the foregoing) outside the reasonable control of the Organiser, such delay or non-performance shall not constitute any breach of the Contract nor will the Organiser incur any liability to any Exhibitor in relation to it

#### **18. Termination of Contract by Organiser**

**18.1** If any Exhibitor:-

**18.1.1** fails to pay on or before the due date any sum payable under the Contract; or

**18.1.2** fails to observe or perform any of the provisions of the Contract (except for any failure falling within paragraph 18.1.1) and, in the case of a breach capable of being remedied, fails to remedy it immediately after oral or written notice of the breach requiring him to remedy it has been given to the Exhibitor by or on behalf of the Organiser; or

**18.1.3** makes any arrangement or composition with his creditors generally or (being an individual) has an interim order (within the meaning of the Insolvency Act 1986) made against him or becomes bankrupt or enters into compulsory or voluntary liquidation or the equivalent or is dissolved or has a receiver and/or manager, administrative receiver, supervisor or administrator or any other Person having similar powers or function appointed over or in relation to the Exhibitor or any part of his assets or undertaking or is unable to pay his debts within the meaning of section 123 or section 268 of the Insolvency Act 1986 the Organiser may, without prejudice to its other rights, terminate the Contract forthwith by written notice to the Exhibitor

**18.2** If the Contract is terminated by the Organiser pursuant to paragraph 18.1, the Exhibitor must close his Stand immediately and remove at a time stipulated by the Organiser all Exhibits and other items on or about the Space owned or used by the Exhibitor and thereafter the Exhibitor shall not be entitled to have access to or to use the Space or the Venue as an Exhibitor

**18.3** If the Contract is terminated by the Organiser pursuant to paragraph 18.1, without prejudice to the Organiser's other rights and remedies:-

**18.3.1** the Exhibitor will fully and effectually indemnify and save harmless the Organiser in respect of all costs, expenses, liabilities, loss or damage, including indirect or consequential loss, incurred by the Organiser as a result of such termination or the matter(s) giving rise to it

**18.3.2** the Exhibitor will remain liable to pay to the Organiser all sums remaining to be paid by the Exhibitor under the Contract (including without limitation any outstanding balance of the charges payable for the Exhibitor's Space) and all such sums shall become immediately due and payable

**18.4** The termination of the Contract will not affect the accrued rights of either party to the Contract. On the termination of the Contract (or, if the Contract is not terminated, by the time specified by the Organiser after the Event has finished), the Exhibitor shall return to the Organiser all furniture and other items included in the Space which the Exhibitor has hired from the Organiser

**18.5** Each Exhibitor will fully and effectually indemnify and save harmless the Organiser from and against all claims, proceedings, liabilities, loss, damage, costs and expenses incurred by or brought against the Organiser arising out of or in connection with any non-performance or non-observance by the Exhibitor of any provision of the Contract to which he is a party

#### **19.1 Cancellation of the Event by the Organiser**

**19.1** The Organiser will have the right at all times to abandon, cancel, curtail, relocate, delay or suspend the Event in whole or in part if, in the Organiser's opinion, it becomes necessary as a result of any such event or circumstance as is referred to in paragraph 17 or the Organiser shall in its absolute discretion decide to do so. If the Event is relocated, the terms and conditions of the Contract will apply to the Event as so relocated. The Organiser will inform Exhibitors of any such decision by advertisements in newspapers or such other means as the Organiser may decide as soon as reasonably practicable and will not have any liability to any Exhibitor in relation to the Organiser's exercise of its rights under this paragraph 19.1 or any such cancellation, abandonment, curtailment, relocation, delay or suspension (including without limitation any liability, costs, expenses, damage or loss (whether direct, indirect, consequential or otherwise) incurred by any Exhibitor), except as stated in paragraph 19.2

**19.2** If the Organiser abandons or cancels the event pursuant to paragraph 19.1 each Contract which then subsists will automatically terminate on the date of such abandonment or cancellation. The Organiser shall not have any liability to the Exhibitor in respect of such termination or cancellation but (subject to clause 19.3) may at its absolute discretion determine to refund all or part of the sums paid by the Exhibitor under the Contract, as the Organiser deems appropriate in the circumstances.

**19.3** If the Event is cancelled pursuant to paragraph 19.1 as a result of any National Mourning or Outbreak of Disease no Exhibitor will be entitled to receive any repayment of any sum paid by him to the organiser under the relevant Contract

#### **20. Failure of Services**

The Organiser will use its reasonable endeavours to ensure the Supply of the services specified in the Booking Form to be supplied by the Organiser under the Contract but will not incur any liability to any Exhibitor for any loss, damage, liability, cost or expense, nor shall any Exhibitor be entitled to any allowance or refund in respect of any sum paid or payable under the Contract, if any such services shall wholly or partially not be provided or fail or cease to be available

#### **21. Legislation**

**21.1** Each Exhibitor shall comply in all respects with all applicable legislation (including without limitation all statutory rules and regulations and subordinate legislation and the Health and Safety at Work etc Act 1974) and all rules, regulations and requirements of any Authority or the Venue Owners relating to the Event so far as they apply to the Exhibitor's use of the Space allocated to him, or to the Exhibits and other items located at the Space and all activities of the Exhibitor carried on his Space or elsewhere on the Venue, including without limitation the delivery, unloading and collection of Exhibits and the building, erection and breaking down of Stands. A copy of the Authorities' and Venue Owner's respective rules and regulations may be inspected on request to the Organiser

**21.2** Each Exhibitor shall, and must ensure that all of his employees, agents, contractors or other representatives involved in the Event shall, observe in relation to the Event the code of practice, directive or other requirement relating to issued or notified by any of the Authorities or which any of them may require to be observed in relation to noise control and the Venue Owner's fire regulations and policy statement or code of conduct relating to health and safety. A copy of any of the foregoing may be inspected on request to the Organiser

**21.3** No Exhibitor may sell or otherwise deal with, or cause or permit any other Person to sell or otherwise deal with, any food or other eatable item or alcohol or other beverage at or from any Space allocated to him or anywhere else at the Venue. Exhibitors may, however, provide free hospitality to visitors to their stands, and use caterers approved by the Venue Owner to do so, provided they comply with all applicable food and hygiene and health and safety legislation and statutory rules and regulations.

**21.4.1** If any Exhibitor proposes to use any audio and/or visual equipment or other apparatus ("apparatus") for the purposes of playing sound recordings, showing films or receiving visual images or sounds by electronic means (whether by means of television, video, records, CDs, cassettes or other electronic means), or if an Exhibitor proposes live performances, it is the Exhibitor's personal responsibility to obtain at its own expense all appropriate licences from all relevant holders of copyright or rights in performances protected by the Copyright, Designs and Patents Act 1988, including (but not limited to) the Performing Rights Society Limited of 29 - 33 Berners Street, London, W1P 4AA and Phonographic Performance Limited of Ganton House, 14 - 22 Ganton Street, London, W1V 1LB ("Licensors"). The Organiser will not be responsible for obtaining, and will not seek to obtain, any such licences. Each Exhibitor will promptly produce to the Organiser on request all licences obtained by him from any Licensor and will allow the Organiser to make copies of them. Each Exhibitor will comply with the noise levels set from time to time by the Venue Owner for the Venue

**21.4.2** Each Exhibitor undertakes that he will not, and he will not cause or permit any other Person to, play any audio and/or visual material or perform any live performance at the Event without all necessary licences first having been obtained from the relevant Licensors and that he will fully and effectually indemnify and save harmless the Organiser from and against all claims, proceedings, liabilities, loss, damage, costs and expenses brought against or incurred by the Organiser arising out of or in connection with the Exhibitor's failure to obtain or comply with any such licences or any breach of this paragraph 21.4.2

**21.4.3** No Exhibitor shall cause or permit any transmission or broadcast of the Event or any part of it to be made by telegraph, telephone, wireless, television, satellite or other means or any visual or sound recording of the Event or any part of it to be made, except in each case with the prior written consent of the Organiser

**21.5** It will be the Exhibitors' responsibility to take such steps as may be necessary to protect the patent and other intellectual property rights relating to any prototype or other machinery or equipment they intend to exhibit at the Event

**21.6** Each Exhibitor must promptly comply with any requirement of the Organiser that the Exhibitor complies with any hygiene standard or practice which the Organiser deems should be followed with a view to preventing the spread of any disease or noxious substance

**21.7** If any alterations or other work restricting the floor space or seating capacity or otherwise interfering with the full use and enjoyment of any Exhibitor's Space are made, done or commenced by or for the Venue Owner arising from any requirement of the Harrogate Borough Council or other competent body or authority, the Contract with that Exhibitor will continue in full force and effect notwithstanding any such alterations or work, and the Organiser shall not be liable to any Exhibitor in relation to any such alterations or work or any interference, restriction, loss or damage arising from them

**21.8** No Exhibitor shall raise any objections to or claim any compensation in respect of (and the Organiser will have no liability to any Exhibitor) in relation to any construction, demolition, repair or replacement of any buildings, plant or machinery or the carrying out of any other works of any nature whatsoever or the carrying on of any other activity or undertaking or any vibration, noise, smell or other nuisance arising from them or in relation to them at, under or over or within the Venue or any adjoining premises carried out or done by or for Harrogate Borough Council or other competent body or authority, the Venue Owner or any other person or occupier, and none of the foregoing shall constitute or give rise to any breach of any Contract by the Organiser

#### **22. Fire Prevention**

Each Exhibitor must ensure that all appropriate fire precautions are taken on his allocated Space to prevent or deal with fires and comply with all applicable statutory rules and regulations or those of any Authority. In particular, each Exhibitor must ensure that sufficient numbers of suitable fire extinguishers in good working order will be kept at his Space from the time of delivery of any of his Exhibits and until all his Exhibits and other property are removed from the Space and that at least one of his representatives, who can operate the fire extinguishers, will be present at the Exhibitor's allocated Space at all times when the Event is officially open. All materials used on display work must comply with all applicable rules and regulations of the Authorities. Except as permitted under paragraph 10.7, Exhibitors must not bring onto or use at the Venue any explosive petroleum or other explosive material, any radioactive material or any other item of a noxious or dangerous nature. Exhibitors must notify the Organiser immediately of any accident or injury occurring at his Space or to any of his employees, contractors, agents or other representatives whilst at the Venue

#### **23. Services**

**23.1** The Organiser may appoint official suppliers or fitters of marquees, Stands and shell schemes to Supply and fit those items at the Venue for the Event and official electricians to carry out any electrical work to be carried out for the supply of electricity to electrical sockets to be used on Stands, and (except as stated in paragraph 23.2) no one other than those official suppliers, fitters or electricians will be allowed to Supply or fit any of those items or carry out any such electrical work unless the Organiser otherwise agrees in writing. Exhibitors must arrange their own contracts with any such official suppliers, fitters and electricians, and the Organiser will not be a party to any such contract and will have no liability to any Exhibitor or any other Person in relation to any such contract or any act or omission on the part of any such supplier, fitter or electrician

**23.2** If an Exhibitor has his own marquee he or his contractor may erect the marquee on the Exhibitor's Space with the Organiser's prior written agreement and subject to compliance with the Organiser's requirements and the provisions of paragraph 25

#### **24. Electricity and Water**

**24.1** Electricity and electrical connections will be supplied by the Organiser as set out in the relevant Exhibitor's accepted Booking Form. If additional electrical work is required by any Exhibitor in respect of the supply of electricity to electrical sockets, he must arrange for it to be done by one of the Organiser's official electricians and obtain the Organiser's prior consent to the work being done. No electricity generators or electrical, gas or other appliance acquiring compressed air may be used on any Space without the Organiser's prior approval

**24.2** Water will be available from taps located at various places at the Venue but will not be supplied to Stands by the Organiser. Exhibitors must satisfy themselves as to whether or not the water is fit for drinking. No plumbing or drainage work may be carried out by any Exhibitor without the Organiser's prior consent

#### **25. Contractors**

If any Exhibitor wishes to engage any third party to carry out any work or provide any service in relation to the Exhibitor's Space, he must arrange his own contract with the third party. All such work and services must comply with all applicable legislation, rules and regulations, including those of the Authorities and the Venue Owner and the provisions of the Contract, and any breach of the Contract caused by any such third party will be deemed to have been caused by the Exhibitor. If in the Organiser's opinion any such third party is not sufficiently qualified or competent to carry out any work or provide any service, it may require the Exhibitor concerned to arrange for the work to be done or service to be supplied by a third party acceptable to the Organiser

#### **26. Admission**

The Organiser reserves the right to refuse any Person admission to the Event without assigning any reason and no refunds will be made for any tickets purchased by any Exhibitor in advance or during the Event

#### **27. Vehicles and Machinery Demonstrations**

**27.1** Exhibitors must ensure that vehicles used by them or their employees, agents, contractors or other representatives are removed from their Space to the designated car park(s) on each day of the Event by the time specified by the Organiser (and are not brought back to the Space until the time specified by the Organiser) and that they are not parked in any other part of the Venue or on any perimeter road surrounding or leading to the Venue. Without prejudice to the Organiser's other rights (including its right to terminate the relevant Contract under paragraph 18), Vehicles not so removed or parked in the designated car park(s) may be towed away by the Organiser at the relevant Exhibitor's cost and risk

**27.2** These Terms and Conditions do not apply to the demonstration of working machinery or equipment by any Exhibitor which will be the subject of a separate contract between the Organiser and the relevant Exhibitor. No Exhibits used or exhibited on any indoor or outdoor Stand may be used to demonstrate working machinery or equipment

#### **28. Data Protection Act 2018**

The information concerning Exhibitors contained in their respective Booking Forms and other information relating to the Exhibitors' participation in the Event and the Contract will be stored and otherwise processed by the Organiser. By accepting these Terms and Conditions the relevant Exhibitor consents to the storing and other processing of the information relating to him as referred to in this paragraph

#### **29. Miscellaneous**

**29.1** No amendment or variation of any of these Terms and Conditions will be valid unless agreed to in writing by a director of the Organiser

**29.2** Any failure or delay on the part of either party in exercising any right or remedy under the Contract will not be construed or operate as a waiver thereof nor will any single or partial exercise of any right or remedy, as the case may be. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law

**29.3** The Organiser may assign, sub-contract or otherwise deal with all or any of its rights and obligations under or in relation to the Contract. The Contract will be binding on and enure for the benefit of the legal successors by operation of law of either party and their respective authorised assigns

**29.4** Each Exhibitor shall pay all sums payable to the Organiser under or in relation to the Contract without any deduction and free from any set off, counterclaim or other claim or right

**29.5** Any consent, approval or agreement required of the Organiser under the Contract may be given or made subject to compliance with such conditions as the Organiser may in its discretion impose

**29.6** The Contract will be governed by the laws of England and Wales and any claims, proceedings or disputes relating to it will be subject to the non-exclusive jurisdiction of the courts of England and Wales

**29.7** The provisions of the Contract are severable, and if any provision of it or any part of it is held to be invalid or unenforceable by any court or other body of competent jurisdiction that will not affect the other provisions of the Contract or, as the case may be, the remainder of the relevant provision

**29.8** If any Exhibitor consists of more than one Person, any reference to that Exhibitor in these Conditions will be a reference to any such Person and the obligations and liabilities of each such Person under or in relation to the Contract shall be joint and several

**29.9** Any notice or claim to be given by either party in relation to the Contract must be in writing and may be given by being personally delivered or sent by pre-paid first class post or facsimile transmission to the relevant party at its address stated in the relevant Booking Form