

TERMS AND CONDITIONS

Yorkshire Brides Terms and Conditions

1 IN THESE CONDITIONS: -

The Exhibitor	Means the person or organisation who applies to exhibit or otherwise take part in the exhibition and is allocated space and/or facilities by the Organiser.
The Exhibition	Means the Exhibition to which the booking form accompanying these details relates.
The Organiser	Means Cathy McConaghy of Yorkshire Brides Ltd of PO Box 256, Harrogate, HG3 2FA.
The Contract	Means the Contract for the purchase of service and/or goods.
Writing	Includes facsimile transmission and comparable means of communication.

2 BASIS OF CONTRACT

- 2.1 Upon receipt of a cleared booking deposit and your position confirmed by the Organiser you are legally bound to Yorkshire Brides Contract.
- 2.2 By completion and delivery of the booking form overleaf to the Organiser the Exhibitor offers to purchase services and/or goods from the Organiser. No contract shall be formed between the Exhibitor and the Organiser unless or until the Organiser has agreed to provide the services and/or goods to the Exhibitor and if appropriate allocate stand space at the Exhibition.
- 2.3 The Contract shall incorporate these conditions, the Booking Form and other information and instructions contained in the documentation from which the Booking Form is detached.
- 2.4 Any typographical, clerical or other error or omission in any offer, acceptance, invoice or other documents shall be subject to correction without any liability of the part of the Organiser.

3 BOOKING AND SPECIFICATION

- 3.1 No booking shall be deemed to be accepted by the Organiser unless or until confirmed in writing by the Organiser.
- 3.2 The Exhibitor shall be responsible for ensuring the accuracy of the terms of any application to book exhibition space or any other service or goods.
- 3.3 The Organiser reserves the right to make any changes to the Contract or delivery of the services or goods required to conform with any applicable safety or statutory requirement.
- 3.4 The Organiser reserves the right at any time to make such alterations to the floor plan of the exhibition as may in its opinion be necessary in the best interest of the exhibition as a whole and to alter the shape size or position of the space allotted to the Exhibitor. If as a result, the space allotted to the exhibitor shall be reduced, a proportionate allowance will be made to the exhibitors by adjustment of the charges. No alteration to the space allotted will be made in such a way as to impose on the exhibitor any greater liability for rental than that undertaken in the contract.
- 3.5 Exhibitors occupying shell stands are also responsible for the cost of making good, restoring or renewing any damage to shell stand structures, floor coverings, light fittings, or any part thereof whether caused by themselves or by any persons employed or engaged on their behalf. The cost of making good any damage will be assessed by the shell stand contractor and advised to the exhibitor.

4 PRICE

- 4.1 The Organiser reserves the right by notice to the Exhibitor at any time to increase the price of the services and/or goods to reflect any increase in the cost to the Organiser which is beyond the control of the Organiser.
- 4.2 The price is exclusive of any applicable Value Added Tax that the Exhibitor shall be additionally liable to pay to the Organiser.

5 PAYMENT

- 5.1 The Exhibitor shall pay 20% of the total sum shown on the booking form plus the applicable VAT at the time of despatching the booking form to the Organiser.
- 5.2 Prior to acceptance of the Exhibitor's offer the Organiser shall hold the sum referred to in paragraph 5.1 above as a refundable deposit. Upon the Organiser accepting the Exhibitor's offer in writing the said sum shall not be refundable to the Exhibitor.
- 5.3 The balance of all sums (whether shown on the booking form or otherwise) agreed to be paid by the Exhibitor to the Organiser shall be paid to the Organiser in cleared funds not less than four weeks prior to the date of the Exhibition. If all sums then due are not so received by the Organiser the Organiser may resell any stand or other space allocated to the Exhibitor and retain the sum referred to in 5.1 and 5.2 above with no obligation to the Exhibitor for any inconvenience or loss resulting from this. The Exhibitor shall remain liable for the full amount owing to the Organiser.

6 WITHDRAWAL AND CANCELLATION

- 6.1 Once the Organiser has received and approved the signed booking form, the exhibitor shall be bound to take the stand allocated, to occupy it at all times when the exhibition is open to the public and to pay all charges in respect of the stand.
- 6.2 Cancellation by the exhibitor is only permitted if effected by notice in writing, provided that the following percentages of the costs shall be payable, depending on the date of receipt of such cancellation notice.
 - 6.3 Notice in writing received prior to 31 days of the show set up date - 50%
 - 6.4 Notice in writing received within 31 days of the show set up date - 100%

7 EXCLUSION FROM THE EXHIBITION AND TERMINATION OF CONTRACT

- 7.1 Upon the Organiser exercising any right hereunder to exclude the exhibitor from the exhibition:
- 7.2 The Organiser shall be entitled at the exhibitors risk and expense to remove locks, night sheets or any other protective structure on the stand or any containers and to dismantle its stand and to remove and take possession of any exhibits or any other goods or belongs to the exhibitor and to enter a contract with another exhibitor to occupy the stand.
- 7.3 The exhibitor shall refund to the Organiser any expenses that the Organiser may have suffered of incurred, and the Organiser shall have claim on all exhibits or other goods taken into its possession for all sums due to it from the exhibitor, including any such expenses and the costs of enforcing the Exhibitor's rights hereunder.
- 7.4 The exhibitor shall indemnify the organiser against all claims that may be made against the organiser by any third party which arise as a result of the organiser exercising its power under this paragraph.

- 7.5 The Organiser shall not incur any liability to the exhibitor by reason of terminating its contract or excluding the exhibitor or of the exercise by the organiser of any of its powers under this paragraph nor shall the Organiser be liable to the Exhibitor for any loss of damage to any stand, exhibits or goods however so caused; and
- 7.6 The exhibitor shall not be entitled to any refund of the charges or for expenditure incurred for stand construction or material or for exhibits or otherwise in connection with the exhibition as if he had occupied the stand throughout the exhibition.
- 7.7 The exhibitors shall have the absolute right at any time to cancel an exhibitors contract forth with if at any time they have reason to believe that any exhibitor is not financially able to meet the obligations it may take on to the visitors to the exhibition.

8 OCCUPATION AND USE OF A STAND

- 8.1 In no circumstances will an exhibitor be permitted to erect or occupy its stand if the charges have not been paid in full.
- 8.2 It is essentially to the success of the exhibition that all stands are staffed and are opened promptly and remain open throughout the opening hours of the exhibition.
- 8.3 The exhibitor shall cease to have any right or entitlement to its stand if it is not staffed and ready for the admission of visitors 30 minutes prior to the opening of the exhibition on each day and the Organiser may dispose of such a stand. The exhibitor shall remain liable for the full charges for the stand together with any additional costs, expenses or other amounts payable.
- 8.4 If the exhibitor fails to have the stand staged and ready by the specified time, the Organiser may open the stand up to allow visitors to gain access and/or may require that the stand remains closed throughout the remainder of the day.
- 8.5 If the exhibitor having opened the stand, closes it or leave it unattended at any time during the official opening hours of the exhibition, the organiser may re-open the stand to allow visitors to gain access and/or might require that the stand remain closed throughout the next day on which the exhibition is open to visitors. Where the Organiser opens or re-opens a stand and pursuant to this paragraph it shall have no liability to the exhibitor for any loss or damage that may be directly or indirectly be suffered or incurred.
- 8.6 If without prior consent in writing of the Organiser, the Exhibitor fails to open it stand for at least one day on which the exhibition is open to the visitors and the organiser reasonably believes that the exhibitors may not open the stand subsequently, the Organiser may (by notice to the exhibitor) exclude the Exhibitor from the Exhibition.
- 8.7 Where the Exhibitor proposes to use audio and visual equipment for the purposes of playing sound recordings, showing films and receiving visual images or sounds conveyed by electronic means whether by means of TV, video, records, CDs, cassettes or other electronic means, or where the Exhibitor proposes live performances, it is the personal and sole responsibility of the exhibitor, at it own expense, to obtain all appropriate licenses.
- 8.8 The exhibitor shall comply with all relevant provisions of the Copyright, Design and Patents Act 1988.
- 8.9 Any Exhibitor wishing to hold any competition, raffle, prize draw, lottery or similar activity must give notice in writing to the Organiser at least 1 month before the opening of the exhibition, giving details thereof. The Organiser reserves the right to withdraw any consent whereupon such competition, raffle, prize draw, lottery or similar activity shall not take place and any entry forms received shall be surrendered to the Organiser.
- 8.10 Exhibitors are reminded that they are responsible for compliance with the Lotteries and Amusements Act 1976 and the Gaming Act 1968 and any other legislation.
- 8.11 Any Exhibitor fact packing up early for any reason whatsoever and without express permission from the Organiser shall be fined 25% of their stand fees. A PA announcement will be made for exhibitors to begin breaking down their stands.

9 USE OF STAND AND SUBLETTING

- 9.1 Exhibitor shall not sublet or divide the stand allotted to them or permit the stand to be utilised any other person or company.
- 9.2 No name other than that of the exhibitor may be displayed on the stand, nor may any literature or business cards in respect of any goods other than those of the exhibitors be displayed or distributed.
- 9.3 Exhibitors wishing to use products from other persons to enhance their display must give notice in writing to the Organiser or use the products of other exhibitors participating in the exhibition wherever possible.
- 10 GANGWAYS AND AISLES
- 10.1 It is the responsibility of the exhibitor to ensure that the gangways adjacent to its stand are kept free from obstruction during the whole of the time the exhibition is open to the visitors and so far as practicable during the setting up and the dismantling of the exhibition.
- 10.2 The Organiser reserves the right to require any exhibitor, who in the opinion of the Organiser is causing or is likely to cause an obstruction and/or congestion in the gangways, and to arrange for displays to be within the bounds of the allotted stand space.
- 10.3 The Exhibitor may not distribute advertising matter from the gangways but only from its stand and only in relation to its own goods or services.

11 PHOTOGRAPHY

- 11.1 An official photographer will be appointed and may be used by the Exhibitors requiring his/her services.
- 11.2 The exhibitor shall not engage any other photographer to take photographs, or arrange for any person to draw, copy or reproduce any stand, exhibit or article in the exhibition hall.
- 11.3 Photography for personal use only is not restricted.
- 11.4 Any photography or other of the aforesaid activities that are permitted must not obstruct or impede visitors' access to stands.

12 SALES OF GOODS AND ACCEPTANCE OF DEPOSITS

- 12.1 Exhibitors offering goods for sale must hold a sufficient stock of such goods top meet all reasonable demands. If, through unforeseen circumstances, Exhibitors are unable to meet the immediate public demands for their goods the Organiser must be informed of this fact immediately and customers at the exhibition must be notified that such is the case when orders are taken. Payment must not be accepted for goods that cannot be immediately delivered unless customers are fully informed of the period of delay.

- 12.2 Whilst the Organiser does not object to exhibitors receiving payment in advance to deposits on any order the organiser reserves the right at its discretion without giving any reason and without incurring any liability at any time and from time to time to require any exhibitor to refrain from taking any. Or any further, payments in advance or deposits either altogether or until such a deposit, falls within such a period as the organiser may stipulate to deposit the require sum, the organiser may (without prejudice to all accrued rights of the Organiser) exclude the exhibitor from the exhibition.
- 12.3 The full legal name and title of the exhibitor, together with the permanent address and the exhibition stand number must appear on every receipt given for all sales at the exhibition.
- 12.4 If any sales are to be made or any goods to be supplied from the stand then product liability insurance of at least £1,000,000 is required.

13 BEFORE AND AFTER THE EXHIBITION

- 13.1 It is essential that the exhibition is set up and dismantled within the strict timetable imposed by the exhibitor.
- 13.2 Notwithstanding instructions issued specifically for the closing night of the exhibition, the security of the exhibits, stands, furniture and all property of the exhibitors at all times including the demolition period is wholly the responsibility of the Exhibitor and the Organiser will not be responsible for any loss or damage suffered or incurred.

14 RISK

- 14.1 The Organiser is insured against certain risks including third party liability but carries no cover for risks of the Exhibitor. It is a condition of booking that all Exhibitors shall ensure a minimum of £2,000,000 cover for public liability risks. The Exhibitor must provide proof of this cover to the Organiser no more than four weeks before the date of the Exhibition. If no such cover is effected the Organiser shall have the right to bar the Exhibitor from the Exhibition with no liability for any loss or damage occasioned thereby. It is entirely the Exhibitors responsibility to have the correct insurance cover and provide the Organiser with the correct documentation.
- 14.2 Although the Organiser will arrange for a reasonable level of security at the Exhibition site during the period of the Exhibition the Exhibitor is responsible for the security and safety of its own stock equipment and other possessions. Particular care should be taken of unique or valuable items.
- 14.3 Exhibitors exhibit entirely at their own risk.
- 14.4 The exhibitor is responsible for an self indemnify the Organiser in respect of all claims, (whether arising from personal injury or damage to property or otherwise), arising in connection with the erection and dismantling of the Exhibitors stand and anything permitted, omitted or done thereon or there from during the period of the exhibition or during the construction and dismantling periods arising directly or indirectly by the act, omission or neglect of activity or other article or thing for the Exhibitor or in the possession or use of the exhibitor

15 INSOLVENCY etc.

- 15.1 This clause applies if the Exhibitor makes a voluntary arrangement with its creditors or goes into administration, bankruptcy, insolvency, receivership or ceases or threatens to carry on business or the Organiser reasonably apprehends any of these events is about to occur and notifies the Exhibitor accordingly.
- 15.2 If the clause applies then without prejudice to other rights the Organiser is entitled to cancel the Contract and delivery of no further services and/or goods to the Exhibitor and reassign any space allocated for use of the Exhibitor.

16 ORGANISER'S LIABILITY

- The Contract shall continue in force and effect and the Organiser shall be under no obligation to repay the charges paid or payable by the Exhibitor and shall be under no liability to the Exhibitor whatsoever (including, without limitation in respect of any claims, liabilities, damages, losses, loss of sales, loss of opportunity, costs or expenses whatsoever which may be suffered or incurred by the exhibitor whether directly or indirectly) as a result of the happening of any of the following events:

- The exhibition being abandoned, cancelled, postponed, suspended (in whole or in part) or otherwise adversely affected by reason of any act of God, war, fire, flood emergency, drought, labour dispute, trade dispute, terrorist act, threat of terrorism, strike, lockout, civil disturbance, riot, accident, the non-availability of the exhibition hall, or any other cause not within the Organisers control
- Any changes in the requirements of any Authority or the Owner in respect of the Exhibition.
- Any adverse publicity, criticism or adverse comment regarding the exhibition made in any newspaper or otherwise promulgated.
- Poor attendance at the exhibition by visitors or press.
- Exhibitors are urged to seek the appropriate insurance cover in respect of the consequences of the foregoing risks.

17 GENERAL

- 17.1 No waiver by the Organiser of any breach of Contract by the Exhibitor shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 17.3 The exhibitor shall indemnify the Organiser from and against all actions, expenses, costs, charges or claims which the Organiser or any of its contractors may become liable for in consequences of damage or injury to any person or property occasioned by or arising out of the act, default or negligence of the exhibitor or any other person or persons under its direction or any independent contractor engaged by the exhibitor.
- 17.4 An official show program will be issued. The exhibitor consents to its particular being included in the program but the organiser, the sponsors of the exhibitor and the advertisers in the catalogues will not be liable for any omissions, mistakes or other errors in the program.
- 17.5 The Contract shall be governed by the laws of England.