



**The 5th Annual Worcestershire Festival of Business
Friday 14th September 2018 – Chateau Impney, Droitwich,
Worcestershire**

EXHIBITOR - Terms and Conditions

1. Interpretation

1.1 In this Agreement:

1.1.1 "Agreement" means these terms, any terms set out on the Booking Form and any Schedules to this Agreement as the same may be amended modified or supplemented from time to time in accordance with these provisions;

1.1.2 "Booking Period" means the day or the times detailed on the Booking Form within which the Company has agreed to provide the Exhibitor with use of the Exhibition and with the Services as;

1.1.3 "Booking Form" means the sheet to which this Agreement are appended or on which this Agreement are printed;

1.1.4 "Charges" means the charges shown on the Booking Form.

1.1.5 "the Company" means Worcestershire Enterprise Limited (T/A #WorcestershireHour™) registered in England under company number 8878924

1.1.6 "Exhibition" means the exhibition organised by the Company as detailed on the Booking Form;

1.1.7 "Exhibitor" means the person or corporation named on the Booking Form for whom the Company has agreed to provide the Services under this Agreement;

1.1.8 "Services" means the provision of the Space at the Exhibition, use of the facilities and the services more particularly set out in the Schedule;

1.1.9 "Site" means the premises or location used for the Exhibition;

1.1.10 "Special Terms" means any additional or key terms that are set out on the Booking Form;

1.1.11 "Space" means the stand or stands booked by the Exhibitor as detailed on the completed Booking Form.

1.2 The headings in this Agreement are for convenience only and shall not affect their interpretation.

1.3 The use of any gender includes the others. The use of the singular includes the plural and vice versa.

1.4 The use of the word "including" is only intended to illustrate particular examples, and its use and the use of such examples are not intended to limit in any way whatsoever the interpretation or construction of this Agreement or any other words in this Agreement.

1.5 An obligation of a party not to do something includes an obligation not to permit or authorise the doing of it.

2. The Service

2.1 The Company shall provide the Services to the Exhibitor subject to this Agreement. No agent, employee or servant of the Company has any authority to vary in any way this Agreement. Any changes or additions to the services offered or to this agreement, must be agreed in writing by duly authorised representatives, of both the Company and the Exhibitor.

2.2 The Services may include the provision of any equipment or facilities, which are detailed on the Booking Form.

2.3 Further details about the Exhibition and the Services and advice or recommendations about its provisions or utilisation, which are not set out on the Booking Form may be made available on request.

2.4 The Company may at any time without notifying the Exhibitor make any changes to the Services, which are necessary to comply with any statutory requirements, which do not materially affect the nature or quality of the Service.

2.5 The Company may sub-contract any part of the Services to third parties.

3. The Exhibitor's obligations

The Exhibitor undertakes with the Company:

3.1 to use the Exhibition only for the business described on the Booking Form;

3.2 not to use the Exhibition or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to the Company or the owner or occupier of any neighbouring property;

3.3 not to do anything which might invalidate any insurance maintained by the Company in respect of the Exhibition or might increase the insurance premium payable for the Exhibition;

3.4 not to bring on to the Exhibition Site or any part of it any animals without the prior consent of the Company;

3.5 to observe all applicable statutes relating to the use of the Exhibition;

3.6 at its own cost comply with all requirements of the Health & Safety Executive in relation to any features of any event organised by the Exhibitor which are special or unique to the Exhibitor's booking or any equipment brought to the Exhibition by the Exhibitor;

3.7 to pay to the Company the cost of making good all damage to the Exhibition Site suffered during the Booking Period (fair wear and tear and damage caused by any risk covered by the Company's insurance and damage by the company's agents, servants and sub-contractors excepted);

3.8 at the end of Booking Period to remove all the Exhibitor's goods and other materials (including packaging and rubbish) from the Site and hand back the Space cleared and in the same condition as it was at the beginning of the Exhibition;

3.9 to indemnify the Company against any costs, damages or liability incurred by the Company if it is in breach of clause 3.8 above;

3.10 not to park on or obstruct the access ways to the Site;

3.11 not to affix or suspend any items or equipment to the roof, walls or other structural parts of the Site without the Company's written permission;

3.12 not to play any music on the Site without the Company's prior written consent and to ensure that the music levels do not exceed the level agreed with the Company;

3.13 not to sub-let the Space or any part of it;

3.14 vacate the space within half an hour of the closure of the Exhibition;

3.15 to ensure that its guests, servants, agents, customers only smoke in the designated area at the site;

3.16 to seek the Company's express written permission if access to the Exhibition is required at any time other than during the exhibition set up period or before 8am on the day of the Exhibition

3.17 ensure that its guests, servants, agents, licensees, customers comply with this Agreement.

4. Charges

4.1 Subject to any further terms agreed, the Exhibitor shall pay the Charges quoted on the Booking Form and any additional sums, which, in the Company's sole discretion, are required as a result of the Exhibitor's instructions or lack of instructions, or any other cause consequent on the Exhibitor's actions or inactions, within 28 days of the date of invoice. Failure to do may result in the termination of the Exhibitor's booking.

4.2 The Company shall be entitled to vary the Charges from time to time by giving written notice to the Exhibitor.

4.3 All Charges quoted to the Exhibitor for the provision of the Service and for use of the Site are not subject to VAT (value added tax).

4.4 The Charges and any additional sums payable shall be paid by the Exhibitor without any set-off or other deduction within 28 days of the date of the Company's invoice or at such other date agreed with the Company and noted on the Booking Form.

4.5 If payments are not made on the due date, the Company shall be entitled, to terminate Exhibitor's booking;

4.6 In the event of the Company, its employees or sub-contractors being prevented or delayed from carrying out the Service by the Exhibitor and/or its servants or agents the Company reserves the right to charge for any losses incurred.

4.7 If the Company is entitled to terminate this Agreement as a result of a breach by the Exhibitor, the Exhibitor shall pay the full outstanding balance of the Charges within 7 clear days of being given written notice asking it to do so.

4.8 The Exhibitor shall reimburse the Company any reasonable costs and expenses (including legal and administration costs and expenses) incurred by the Company which result from the Exhibitor's breach of this Agreement, including the cost of pursuing and collecting any money owed.

5. Confirmations

5.1 The Exhibitor will be bound by this Agreement as soon as the Company receives the signed Booking Form.

5.2 Notwithstanding clause 5.1 the Company may regard all bookings as provisional until it receives full payment from the Exhibitor as detailed in 4.1, 4.4. The Exhibitor acknowledges that unless the payment is received within 28 days of the date of invoice the Company reserves the right to cancel the booking.

6. Warranties and liability

6.1 The Company's aggregate liability to the Exhibitor for any occurrence or series of occurrences of loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement shall be limited to the Charges.

6.2 Notwithstanding the generality of clause 4.1, the Company expressly excludes liability for loss of profit, business, revenue, goodwill or anticipated savings or other economic loss or damage which may arise in respect of equipment or property belonging to the Exhibitor or any third party engaged by it.

6.3 The Company does not exclude nor limit liability for death or personal injury to the extent only that the same arises as a result of the negligence of the Company, its employees, agents or authorised representatives.

6.4 The Company shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from the Exhibitor making use of the Services, the Exhibition or the Site for any purpose not disclosed to the Company or arising from the Exhibitor allowing a third party to make use of the Services or the Exhibition or the Site without the Company's prior written permission.

6.5 The Exhibitor must have appropriate and valid Public Liability insurance policy with a minimum indemnity of £1,000,000. This policy must be valid for the period of the exhibition and copies of the policy must be provided to The Company for inspection.

7. Termination or cancellation

This Agreement may be cancelled or terminated by the Exhibitor subject to clause 8 below and for the avoidance of doubt if the Client fails to occupy the space booked by it then it shall be deemed to be a termination that is notified to the Company on the date of the Exhibition. The Company may terminate at any time the Agreement with notice and may terminate forthwith if:

7.1 the Exhibitor convenes a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within the meaning of Part 1 of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver or similar officer is appointed in respect of all or any part of its business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Exhibitor or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction); or

7.2 the Exhibitor is in breach of any term of this Agreement;

7.3 the Exhibitor brings the Exhibition into disrepute.

8. Effect of termination or cancellation

8.1 If the Exhibitor terminates this Agreement the Company shall be entitled to the following payments that shall be deemed to have accrued as due and become payable at the date of termination:

8.1.1 50% of the Charges if the notice of the termination is received on the calendar date which falls 3 months prior to the Exhibition;

8.1.2 100% of the Charges if the notice of the termination is received later than the calendar date that falls 3 months prior to the Exhibition.

8.2 In the event that the Company terminates the Agreement with notice and not for the reasons contained in 7.1, 7.2 or 9.0 then it may in its sole discretion:

8.2.1 opt to repay all Charges paid by the Exhibitor less any reasonable deductions for costs incurred by it

8.2.2 opt to postpone the Exhibition or relocate to an alternative site;

8.2.3 opt to repay all Charges paid by the Exhibitor.

8.3 Notwithstanding the above after termination or cancellation any claim which the Company may have against the Exhibitor in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement which shall have accrued prior to such termination shall not be affected or prejudiced and all rights of termination under this Agreement are in addition to and separate from any other right the parties may have at law.

9. Reduction in the Space

If the Exhibitor wishes to reduce the size of the space booked then the Exhibitor must notify the Company in writing. The Company may in its sole discretion re-allocate the space in question and reserves the right to apply pro-rata the cancellation charges contained in clause 8.

10. General

10.1 This Agreement constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties as specified in condition 2.1. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

10.2 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing (excluding text messaging via the mobile phone network) addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.4 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

10.5 The Exhibitor is not entitled to transfer or assign the benefit of this Agreement to any other party nor is it allowed to sub-let the space.

10.6 Both parties shall keep confidential the terms of this Agreement and all information concerning the business or affairs of the other which they obtain or receive from the other in connection with this Agreement.

10.7 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

10.8 If the Company is prevented or delayed from performing its obligations by "force majeure" then it shall be excused from performing its obligations for so long as such cause or prevention shall continue and may terminate the Agreement. For the avoidance of doubt "force majeure" shall be deemed to be any cause affecting performance of this contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including the following: acts of god, war, riot, strike, lock out or other labour dispute, fire, flood, storm (electrical or otherwise), drought, legislation, the inability to secure labour, (whether of the foregoing class or not).

10.9 English law shall apply to this contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

10.10 If the booking is made by one party on behalf of another then both such parties shall be jointly and severally liable in relation to the obligations of the Exhibitor.