

# Festival of Motoring Craft Fair 2013

Stoneleigh Park, nr Kenilworth, CV8 2LG

Saturday 24<sup>th</sup> August 10am to 5pm & Sunday 25<sup>th</sup> August 10am to 4pm



Name.....Telephone number.....

Address.....

.....Postcode.....

Email.....

Business Name/Website (if applicable).....

Items to be sold.....

If you have a variety of different items for sale please could you put the % of each.  
For example - 10% Bead Jewellery; 10% Cards; 80% Soap or bath products.

**Note - items must be at least 90% handmade/handcrafted.**

Stall holders found to have 'bought' in items will be asked to remove them from sale.

The Craft Fair Space is sized in multiples of 2m wide (frontage) by 2m deep. Each 2x2m Craft Fair Space will be supplied with a single 6x2ft trestle table and two chairs. Additional Craft Fair Space may be purchased in same dimensions to create larger spaces - 4x2m, 6x2m, 8x2m etc. (subject to availability).

Space Required: **2m x 2m £50** ☐ **4m x 2m £90** ☐ **6m x 2m £135** ☐ **8m x 2m £180** ☐

Electricity supply: Single 13amp socket (3kWh) **£98** **Yes** ☐ **No** ☐

Copy of public liability insurance enclosed? **Yes** ☐ **No** ☐

**Completion of the form denotes acceptance of the associated Terms and Conditions.**

Signed.....Dated.....

## **Payment Methods**

### Post

Please make Cheques payable to 'CTM Events Ltd' and send to the address given below.

### Paypal

Please provide your paypal e-mail address and a paypal invoice will be issued, a 50p surcharge will be added to payments using this method.

Paypal e-mail \_\_\_\_\_@\_\_\_\_\_

### Credit/Debit Card

If you wish to pay using a credit or debit card, please provide a daytime contact number on the form and we will call you to take payment over the telephone. Credit card payments incur a 50p surcharge.

## **Please post this booking form to:**

FoM CRAFT FAIR, Coventry Transport Museum, Millennium Place, Hales Street, Coventry CV1 1JD

*Please see over the page for further information and  
ensure you have read the full terms and conditions prior to the event.*

**www.transport-museum.com**

## **Craft Stalls**

Please read this entire document as it includes details of how the Craft Fairs are run on the day and what is expected of the Stallholder and CTM Events. By booking your stall you are accepting the terms and conditions as set out below.

### **• Payment terms**

Craft stalls must be paid for **before** the event and at the latest by the 9<sup>th</sup> August 2013.

Cancellation:

- Less than 14 days notice of cancellation – no refund will be given
- More than 14 days notice of cancellation – 50% refund will be returned

### **• Required from you**

Advertising and/or displays must not be attached to walls of the hall(s).

All items for stall must be as listed on the booking form, if other items not listed on your booking form are on display you may be asked to remove them. All items must be handmade or hand crafted. **Stall holders found to have 'bought' in items will be asked to remove them from sale. No refunds will be given**

If you bring a child or children with you, please note that they are your responsibility and should not be permitted to run freely around the Hall(s).

**All bookings are for both Saturday and Sunday. No single days are allowed.**

### **• Trading.**

Setting up is available from **9.00am to 4pm on Friday** (23rd) by arrangement, please call to arrange.

Vehicle parking during the weekend will be nearby, vehicles will NOT be allowed into the Hall area other than during set up.

All vehicles are restricted to **10 mph** whilst on the Park site and are brought onto Stoneleigh Park site at owners own risk.

Stallholders should be ready to trade by **10:00am**. Please make sure there are no trip hazards and walkways are not obstructed. No Stallholder should dismantle their display before **4pm on any day** without prior agreement with the organiser on site.

No Stallholder should dismantle their display before **4pm** on Sunday.

Your space is to be left tidy at the end of the day and any rubbish put in the bins

All Craft Fair contents must be removed from the Park by **7.00pm** on Sunday.

Any electrical equipment which is brought on site must be tested/certified to the appropriate standards and should carry a current PAT testing label. Electrical leads for external use must be fitted with 16A plugs. Electric is only to be used for lights - not kettles or similar.

Please note that the sale of aircraft or vehicle instruments containing radioactive substances, or any items containing asbestos is forbidden.

No draw, tombola, auction, pitching or raffle tickets may be sold or any collections made for charity except by prior arrangement with CTM Events Ltd. If these are permitted, then they will only be allowed from within the allocated Craft Fair Space.

No generators are to be used within the Halls. Electrical supply is available at additional cost, please indicate on the Application Form if this is required (must be ordered before 1<sup>st</sup> August). Craft Fair electricity supplies will be turned off overnight and only be available during trading hours.

No loudspeakers, radios or music or any other forms of sound reproduction are permitted. Radio microphones are forbidden unless prior permission is given by CTM Events Ltd. stating allowed frequency.

All Stallholders have a duty of care to ensure their own Health & Safety, and also that of members of the public. They are responsible for any and all damage or injury to persons or property caused by them or their stands or any act of omission by them or their staff. Stallholders are responsible for holding their own Public Liability Insurance and Product Liability Insurance.

### **• CTM Events**

CTM Events will not be responsible for damage to stock or theft whilst on the premises.

# TERMS AND CONDITIONS FOR EXHIBITING AT THE COVENTRY FESTIVAL OF MOTORING

## 1. DEFINITIONS

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

**Additional Regulations** means the regulations (if any) issued by the Site Owner in relation to Festivals mounted at the Site.

**Application Forms** means the Organiser's application forms for Space as provided by the Organiser from time to time.

**Contract For Space** means the binding contract relating to the acceptance by the Organiser of the application for Space by the Exhibitor in accordance with clause 3 below.

**Dismantling Period** means the period for removal of all Exhibits and Stands from the Site.

**Agreement** means the agreement between the Exhibitor and the Organiser for the Exhibitor to occupy space at the Festival contained in the Contract, these Terms and Conditions and the Additional Regulations.

**Festival** means the Coventry Festival of Motoring.

**Exhibitor** means any person to whom space at the Festival shall have been allotted under the Contract For Space and shall include all staff, employees, servants and agents of such person.

**Exhibit** means any article so described by the Exhibitor and permitted by the Organiser to be exhibited.

**Installation Period** means the period for the installation of all Exhibits and Stands at the Site.

**Opening Hours:** means the hours during which the Festival will be open to the public.

**Organiser** means CTM Events Limited (Company Number 08108478) and/or others appointed by them to organise the Festival together with their agents, servants and workmen.

**Space** means the area allotted to the Exhibitor by the Organiser in the Contract For Space.

**Stand** means all erections on the Space.

**Signatory on Contract For Space** means the person or persons signing the Contract For Space on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such authority.

**Site** means Stoneleigh Park near Kenilworth, Warwickshire.

**Site Owner** means the proprietor of the Site, together with its agents, employees and workmen.

## 2. DURATION OF FESTIVAL AND TIMETABLE

Confirmations of the times and dates of:

- (a) the Festival;
- (b) the Open Hours;
- (c) the Installation Period and
- (d) the Dismantling Period

will be notified by the Organiser (in their absolute discretion) to the Exhibitors at least 2 weeks before the Festival.

## 3. CONTRACT FOR SPACE

3.1 Applications for Space must be made on the Application Forms and by no later than the deadline(s) advertised on the Festival's website ([www.festival-of-motoring.co.uk](http://www.festival-of-motoring.co.uk)).

3.2 The Organiser may at its sole discretion accept applications by other means. In any event, these Terms and Conditions shall apply to all applications for Space.

3.3 The Organiser reserves the right to accept or reject any application for Space from any potential Exhibitor, whether or not the application has been made on an Application Form and whether or not all or part of the payment for Space (if applicable) has been made.

3.4 A binding Contract For Space shall come into force only when the Organiser has signed a written acceptance of a particular Exhibitor's application for Space and has sent that written acceptance to that Exhibitor.

3.5 The Organiser is not bound to accept an application for Space from a potential Exhibitor for the Festival even if it has accepted an application for Space from that Exhibitor for a previous festival/event. There is no automatic right for an Exhibitor to participate in any subsequent Festival.

3.6 The Exhibitor hereby accepts that it shall have no rights to be the exclusive exhibitor in respect of any particular class of exhibitors, goods, services, brands, items or otherwise.

3.7 The Exhibitor must attend and exhibit for all days of the Festival. The Exhibitor shall not be allowed to exhibit for less than the full number of days of the Festival.

3.8 The Exhibitor shall be provided with two (2) individual entrance passes to the Festival (for persons running the Stand for the Exhibitor) and one (1) vehicle pass, which will be required for such persons and/or vehicle to enter the Site. The Exhibitor shall not be entitled to bring more individuals/vehicles onto the Site without paying additional entrance fees (as set by the Organiser from time to time).

3.9 The Exhibitor shall ensure that any and all of its vehicles on the Site shall be parked where instructed to be parked by the Organiser and shall comply with all of the Organiser's regulations, rules and speed limits in respect of vehicles whilst on Site.

## 4. OCCUPATION OF STAND

4.1 Subject to Condition 6.1 and the rights of the Organiser in this Agreement, the Exhibitor shall have a licence to occupy the Space for the purpose of displaying Exhibits and other articles, items and materials within the scope of the Festival and permitted by the Organiser for the duration of the Festival.

4.2 The Exhibitor shall install its Exhibits, articles, items, materials and Stands during the Installation Period and remove its Exhibits, articles, items, materials and Stands during the Dismantling Period (making good to the Organiser's satisfaction any damage caused by the Exhibitor or as a result of the Exhibitor exhibiting at the Festival).

4.3 The Organiser and the Site Owner shall be permitted to have access to the Stand and the Space at all times and no relationship of landlord and tenant shall arise as a result of the Contract For Space.

4.4 If the Organiser has agreed in writing to provide additional items for hire to the Exhibitor (eg, chairs and tables) ("Additional Items") the Organiser shall provide such items to the Exhibitor at the Space at the start of the Installation Period.

4.5 If the Organiser has agreed in writing to provide the Exhibitor with an electrical supply ("Electrical Supply") the Organiser shall procure that the Exhibitor has access to such supply from the start of the Installation Period (or, if there is no Installation Period on a particular day, from the start of the Opening Hours) until the end of the Opening Hours each day of the Festival.

## 5. PAYMENT

5.1 If the Organiser has agreed in writing for the Exhibitor to occupy the space for no payment, the remaining provisions of this Condition 5 shall only apply if the Exhibitor will be provided with Additional Items and/or Electrical Supply and the Exhibitor and the Organiser hereby agree that the Organiser shall grant the licence referred to in Condition 4.1 above in consideration for the Exhibitor complying with these Conditions. Otherwise the remaining provisions of this Condition 5 shall apply.

5.2 The Exhibitor shall pay to the Organiser the relevant amounts required in respect of their application for Space (including, if relevant, the cost of Additional Items and/or Electrical Supply) (as set out in the Application Forms) in Sterling, with (and at the same time as making) their application for Space. The receipt of and/or banking of any such amounts by the Organiser shall not mean that the Exhibitor's application for Space has been accepted. If the Exhibitor's application is not accepted any such amounts paid shall be refunded in full.

5.3 Without prejudice to Condition 5.2, the Organiser reserves the right to refuse to let the Exhibitor occupy the Space if the Organiser has not received cleared funds of all payments due from the Exhibitor before the Installation Period.

5.4 Unless otherwise stated, all sums stated are inclusive of VAT and the Exhibitor shall pay any VAT payable.

5.5 In consideration of the Exhibitor entering into the Contract with the Organiser in accordance with the provisions of section 3 the Exhibitor 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.

5.6 The Organiser reserves the right to refuse cheque payments.

5.7 The Exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counterclaim or set-off against the Organiser.

## 6. CANCELLATION BY EXHIBITOR

6.1 In the event that the Exhibitor:

(i) requests in writing that it cancels its Space booking after acceptance by the Organiser; or

(ii) fails to meet any of the payment obligations (whether as to the amounts due or dates of payment) detailed in the Contract For Space; or

(iii) fails to occupy the Space allotted to it by the opening time on the first day of the Festival,

THEN the Organiser reserves the right (but without being obliged to do so) to treat the Contract For Space as being cancelled and apply the cancellation charges referred to at condition 6.2 and 6.3 and to reallocate the Space booked to another Exhibitor:

CANCELLATION OCCURRING: CANCELLATION CHARGE:-

More than 2 weeks prior to Festival 50% of total charge for Space.

Less than 2 weeks prior to Festival 100% of total charge for Space.

Even if the Organiser agrees to cancel the Contract for Space, the Exhibitor shall remain liable to pay for (and shall not be entitled to any refund of) any amounts payable for Additional Items and Electrical Supply (even though they have not used and will not use the same)

6.4 The Organiser shall not be obliged to accept the Exhibitor's request to cancel its booking for Space.

6.5 Notwithstanding that the Organiser may re-sell or re-allocate the cancelled Space, Additional Items and/or Electrical Supply after cancellation by the Exhibitor, the Organiser shall be under no obligation to reimburse all or any part of a cancellation charge.

6.6 The Exhibitor shall fully and promptly indemnify the Organiser against all expenses, costs, claims, losses, liabilities, charges and damages which the Organiser may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Space by the Exhibitor and/or the failure of the Exhibitor to exhibit at the Festival including, without limitation, where the Space or Stand is dressed or altered in any way in order to maintain an orderly and visually pleasing Festival.

## 7. REDUCTION OF SPACE

7.1 Where an Exhibitor requests the reduction in the size of its Space booking after acceptance by the Organiser of the Exhibitor's application for Space, then the Exhibitor must forward such request to the Organiser by recorded delivery post by not later than 3 weeks prior to the Festival.

7.2 The Organiser reserves the right to apply the scale of cancellation charges set out in clause 6 above to the total cost according to the amount by which the original Stand area is reduced.

7.3 The Organiser may re-sell or re-allocate the space in question, but the Organiser shall be under no obligation to reimburse all or any part of the charge (if any) for reduction in Space.

7.4 There shall be no obligation on the Organiser to accept the request for reduction of Space by the Exhibitor.

## 8. OBLIGATIONS OF THE EXHIBITOR

8.1 The Exhibitor shall:

(a) occupy the Stand and the Space, complete any necessary stand fitting works (see Condition 14), 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 keep the Space and the area surrounding the Space tidy and free from rubbish) and keep all Exhibits open to view and the Stand adequately staffed continuously during the Opening Hours for each day of the Festival and not dismantle the stand before the end of the Festival.

(c) remove all Exhibits, fittings, rubbish and other items from the Site by no later than the end of the Dismantling Period.

(d) not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the Stand or any other part of the Site, any articles of food, drink or tobacco.

(e) not do, cause, permit or suffer to be done anything which shall in the opinion of the Organiser constitute a nuisance or bring the Festival into disrepute or which may be an infringement of or contravene any licence held by the Organiser, or the Site Owner and (without prejudice to any other provisions of these terms and conditions) the Exhibitor 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 Exhibitors or which would breach any laws, bye-laws or any other rule or regulation.

(f) not do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Site or to the person or property of the Organiser (and/or its subsidiaries and associated companies), Owner or any other Exhibitor or any visitor.

(g) exhibit, liaise with visitors, conduct business, display trade name banners and/or advertising materials and distribute literature only from the Stand and no other part of the Site and not take away visitors from the Site.

(h) without prejudice to Condition 8.1 (f) above, not to cause, permit or allow any damage to be caused to any Additional Items hired from the Organiser and to, at the end of the Dismantling Period, return such Additional Items to the Organiser in the same state and condition as they were provided to the Exhibitor.

(i) If using an Electrical Supply, to use such supply in a reasonable and efficient manner and not to abuse the supply.

(j) Ensure that access to and from the Space is not blocked or obstructed in any way (including, without limitation, ensuring that the gangways and/or walkways are kept clear)

(k) Accurately detail and describe the goods and/or items that the Exhibitor intends to sell and/or display in the Space on its application for Space ("Permitted Items") and shall strictly only sell and/or display such Permitted Items at the Festival.

(l) Not sell aircraft or vehicle instruments containing radioactive substances, or any items containing asbestos.

(m) Not allow any draw, tombola, raffle, auction or collections for charity to be carried out in the Space without the express prior written consent of the Organiser.

(n) Ensure that any electrical equipment used on the Site is safe and has been tested/certified to the appropriate standards and should carry a current PAT test label.

(o) Not allow or use any loud speakers, radios, music, microphones or any other forms of sound reproduction to be emitted from the Space or otherwise on the Site without the Organiser's written consent.

(p) Ensure that they comply with any and all Health and Safety Legislation, Regulations and/or guidance relating to their Space and/or Stand and/or activities thereon.

(q) provide a risk assessment detailing the proposed activities and methods employed in order to control any risks or hazards at the same time as submitting their application for Space to the Organiser.

(r) Familiarise themselves with the fire precautions of the Site (including the halls on the Site) and provide a fire risk assessment for their Space on request.

(s) Fully cooperate with the directions and/or instructions provided from time to time by the Organiser and the Site Owner (and/or their representatives), security personnel, site management personnel, emergency services, Police and any and all other official

- organisations on Site (eg, Environmental Health Officers, HM Revenue & Customs, Environmental Agency and/or Trading Standards Officers).
- (t) Obtain any and all licences and/or consents required to undertake their proposed activities on the Site and/or in their Space.
- (u) If the Exhibitor is exhibiting within the Craft Fair, only sell and/or display items/goods that are hand-made.
- (v) not exceed the Space allocated to them.
- 8.2 Only items which are in the Organiser's opinion within the scope of the Festival and which will not bring the Festival into dispute may be exhibited at the Festival or otherwise be displayed or made available from the Stand.
- 8.3 The Exhibitor shall be responsible for settling all costs, fees, outgoings incurred in respect of their setting up and/or down and/or use of the Stand, Exhibits and/or Space.
- 8.4 The Exhibitor shall insure with a reputable insurance company for its liability under this Agreement. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Exhibitor shall take out adequate insurance in respect of matters set out in clauses 6, 8, 10 and 12 including (without limitation) public liability insurance for loss, damage or injury caused by the Exhibitor's neglect or default and (if relevant) Product Liability Insurance.
- 9. POWERS AND DISCRETION OF THE ORGANISER**
- The Organiser shall be entitled to:
- (a) allocate to the Exhibitor a space other than the Space for which the Exhibitor has applied;
- (b) change the Space and Stand allocated to the Exhibitor at any time before the Exhibitor takes possession of the Space and Stand and if such changed area of such Space and Stand is smaller than the area specified in the application for Space, the Organiser shall make (if applicable) a refund to the Exhibitor pro-rata to the amount of the area reduced;
- (c) alter the position or layout of the Festival and any stands including the Stand and Space;
- (d) refuse any person admission to the Festival or remove from the Festival any person whose presence in the opinion of the Organiser is or is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor;
- (e) inspect and/or remove from the Stand or the Site at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibitor fails to remove in accordance with the Organiser's instructions or which do not comply with fire and safety regulations and/or these Conditions;
- (f) alter the dates, opening hours and duration of the Festival, Installation Period and/or Dismantling Period;
- (g) change or vary these regulations at any time, or permit exceptions in special circumstances.
- 10. EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY**
- 10.1 All Exhibits, fittings and all other items brought into the Festival by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible for any loss or damage to such Exhibits, fittings or items however caused.
- 10.2 The Exhibitor shall indemnify and keep indemnified the Organiser against all loss, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:
- (a) any breach by the Exhibitor of any of the terms and conditions of the Agreement; or
- (b) any loss suffered by the Organiser as a result of default or negligence of the Exhibitor or any of its agents, sub-contractors, invitees or employees; or
- (c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the Agreement.
- 10.3 The Exhibitor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the Stand and anything done on or from the Stand caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the Stand or by any exhibit or machinery or other item belonging to or introduced by any such person.
- 11. LIMITATION OF ORGANISER'S LIABILITY**
- 11.1 The Organiser does not make any warranty as to the Festival in general and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor or level of trading.
- 11.2 Whilst the Organiser shall act in good faith, the name of any Exhibitor which may appear on any site plan or stand number or any statement made by or on behalf of the Organiser that any Exhibitor is booked to attend the Festival provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Organiser that any such Exhibitor shall attend the Festival.
- 11.3 The Organiser shall not be liable for the absence of other Exhibitors from attending the Festival.
- 11.4 The Organiser and the Site Owner shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of the Organiser or the Site Owner's negligence.
- 11.5 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, the Organiser or the Site Owner or their servants, agents or employees.
- 11.6 Without prejudice to clause 11.5, the combined liability of the Organiser and the Site Owner for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the amount of all sums paid by the Exhibitor to the Organiser under this Agreement in relation to the Festival.
- 11.7 The Organiser and the Site Owner shall not in any event be liable for any:
- (a) indirect or consequential losses, damage, costs or expenses;
- (b) loss of profit;
- (c) loss of revenue; or
- (d) loss of goodwill.
- 11.8 The Organiser and the Site Owner shall not be liable for any claim made by the Exhibitor more than two (2) years after the event or, in the case of a series of events, the first such event which gives rise to such claim.
- 11.9 Except as set out in this Agreement, the Organiser excludes (to the fullest extent permitted by Law) all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Festival, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.
- 11.10 Each provision of this clause 11 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.
- 12. CANCELLATION BY ORGANISER/FORCE MAJEURE**
- 12.1 If at the absolute discretion of the Organiser, the Site become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Festival for reasons beyond the control of the Organiser including (without limitation) fire, weather, flood, storm, government intervention, malicious damage, acts of war, terrorism, acts of God, strikes, riots or any other cause, the Organiser reserves the right (but shall not be obliged):
- a) to change the location and/or date of the Festival;
- b) to curtail the Festival;
- c) to reduce the Installation Period, Open Hours or Dismantling Period; or
- d) to cancel the Festival.
- 12.2 In the circumstances specified in Conditions 12.1(a), (b) and (c) then both parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.
- 12.3 If the Festival is cancelled in accordance with Condition 12.1(d) to the extent that the Organiser is able to recover such amounts from any cancellation insurance that it has, in its sole discretion, taken out in respect of the Festival, the Organiser shall provide a refund of the amounts paid by the Exhibitor and the Exhibitor shall not be entitled to claim for any other losses and/or damages that it incurs as a result of such cancellation.
- 12.4 In the event that the Festival is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Festival the Organiser will refund the Exhibitor all charges paid by the Exhibitor to the Organiser (if any) and the Exhibitor agrees and acknowledges that he will have no further claim whatsoever (including, without limitation, for any other losses and/or damages) against the Organiser in respect of such cancellation.
- 13. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS**
- 13.1 No naked flames, generators or smouldering products are allowed within the Site without prior written agreement of the Organiser.
- 13.2 The Exhibitor must comply with all statutory local and other regulations or requirements and bye-laws which affect or apply to the Festival or the Site and in particular any fire regulations.
- 13.3 All materials used on the Stand must be non-flammable.
- 13.4 The Exhibitor must comply with and observe the Additional Regulations and all other instructions and regulations laid down by the Site Owner and the Local Authority from time to time.
- 14. TERMINATION AND WITHDRAWAL**
- 14.1 Without prejudice to any other rights it may have, the Organiser may terminate the Agreement immediately without notice:
- (a) if the whole or any part of the amounts due (if any) from the Exhibitor to the Organiser are not paid within fourteen days of the due dates (whether formally demanded or not);
- (b) if the Exhibitor fails to observe and fulfil any of the terms of the Agreement;
- (c) if the Exhibitor 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 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 VIII of the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankruptcy order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value.
- 14.2 Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such termination.
- 15. EXHIBITOR REGULATIONS**
- 15.1 The Organiser may provide to the Exhibitor and all other Exhibitors an Exhibitor Regulations on, before and/or during the Festival which inter alia contains specific regulations with regard to the manner and conduct of the Festival.
- 15.2 The Exhibitor agrees to abide by any relevant provisions contained in the Exhibitor Regulations.
- 16. ASSIGNMENT AND SUB-CONTRACTING**
- 16.1 The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organiser.
- 16.2 The Organiser reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment.
- 16.3 This Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and (where the Organiser's written consent is given) the successors and assigns of the Exhibitor.
- 17. RELATIONSHIP OF THE PARTIES**
- Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 18. RIGHTS OF THIRD PARTIES**
- The parties intend that this Agreement may be enforced by the Site Owner pursuant the Contracts (Rights of Third Parties) Act 1999.
- 19. SEVERANCE AND VARIATIONS**
- If at any time one or more provisions contained in the Agreement 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 full force and effect. Variations to the Contract for Space and/or these conditions shall only be binding if agreed in writing.
- 20. APPLICABLE LAW**
- The validity construction and performance of the Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts