



BOOKING TERMS AND CONDITIONS FOR ASSOCIATION FOR CULTURAL ENTERPRISES EXHIBITIONS

– please read carefully

1. THE AGREEMENT

(i) These Terms and Conditions together with the online Booking Form and any special conditions notified or agreed by the Company constitute “**the Agreement**” to the exclusion of all other terms. The Agreement may only be varied by written agreement by a duly authorised officer of each of the respective parties.

(ii) Applications for Stand Space at the Conference must be made on the online Booking Form and must contain all information required by the Company. Any applications accepted otherwise shall be accepted subject to the terms of these Terms and Conditions.

(iii) An Agreement shall be made only when a complete Booking Form has been accepted by the Company (the Company may at their sole discretion refuse to do so).

2. INTERPRETATION

The following expressions have the following meanings:

"The Association" means the Association for Cultural Enterprises whose registered office is at Unit B7, Durham Dales Centre, Castle Gardens, Stanhope, Bishop Auckland, DL13 2FJ. (Company No. 06480726).

"Booking Form" means the online booking form (available on the THE ASSOCIATION website) completed by the Exhibitor for Stand Space at the Conference.

"Company" means Cultural Enterprises (Trading) Limited whose registered office is at Unit B7, Durham Dales Centre, Castle Gardens, Stanhope, Bishop Auckland, DL13 2FJ (Company No. 08690077).

"Conference" means THE ASSOCIATION event detailed on the Booking Form.

"Exhibitor Manual" means the exhibitor manual for the Conference and related information documents issued to the Exhibitor by the Company.

"Exhibitor" means the person or organisation whose details are set out in the Booking Form. **"Fees"** means the fees payable in relation to the Conference as set out in the Booking Form.

"Relevant Legislation and Regulations" mean all laws and regulations in force from time to time that are relevant to the use of Stand Space at the Conference by the Exhibitor.

"Stand Space" means the area of the Conference Venue allocated to the Exhibitor for staging its exhibition, including any boards or other facilities provided within the area.

3. CONFERENCE ARRANGEMENTS, STAND SPACE AND ADVERTISING

(i) The Company will aim to allocate the stand choice selected in the Booking Form. However, this cannot be guaranteed, and the Company may reallocate the stands at any time if they believe this to be in the best interests of the Conference.

(ii) The Exhibitor must use the Stand Space allotted to it under the Agreement in accordance with all requirements set out in the Exhibitor Manual and all instructions issued to the Exhibitor by the Company. If the Exhibitor does not return the Stand Space to the Company in good order as required by the Conference Manual, it shall be liable to the Company for any costs incurred making good the Stand Space.

(iii) The Exhibitor agrees to ensure that no materials exhibited at or relating to the Conference (e.g. promotional materials) shall be unlawful, inappropriate, infringe the rights of any third party or be otherwise detrimental to the Conference, the Company or other exhibitors at the Conference. The Company reserves the right to review the Exhibitor's promotional materials in advance and shall be entitled to object to any materials which feature the Company's name(s), logo(s) or other brand elements or those of THE ASSOCIATION. The Company may require the Exhibitor to remove any item that the Company considers to contravene this provision and may, if the Company deems that the Exhibitor's breach of this provision is sufficiently serious, deny the Exhibitor from having a Stand Space and recover from the Exhibitor any costs incurred by the Company.

(iv) The Company reserves sole discretion over the operation and promotion of the Conference. Any statements made as to audience projections or methods, or timing of promotion shall constitute only general indications and shall not amount to any representation or warranty.

(v) The Exhibitor acknowledges that all intellectual property rights (including goodwill) in and relating to the Conference shall be owned by the Company or THE ASSOCIATION and undertakes not to use any intellectual property rights of the Company or THE ASSOCIATION (including but not limited to their trademarks) without the prior written approval of the Company.

(vi) The Exhibitor must return a risk assessment, health & safety form and if applicable a food and drink sampling form to the Company by the date specified in the Exhibitor manual. The Company reserves the right to deny the Exhibitor use of the Stand Space if these documents are not returned to the Company by the date specified in the Exhibitor manual or if these documents are (in the Company's sole discretion, acting reasonably) inadequate or incomplete.

(vii) The Exhibitor shall comply (and ensure its employees, contractors etc. comply) fully with all provisions of the Relevant Legislation and Regulations and the requirements set out in the Conference Manual.

(viii) The Exhibitor shall not without the prior consent of the Company, install or leave at the Conference Venue equipment or other items. Any approved items must comply with the requirements of the Exhibitor Manual.

(ix) The Exhibitor will comply with all public health measures imposed by any relevant government body, the Conference Venue and/or the Company.

4. CANCELLATION OR REDUCTION OF THE STAND SPACE

i. In the event of the Exhibitor wishing to cancel their booking (or part of their booking), written notice must be given to the Company (at the address/email stated in the Booking Form) prior to the Conference and the Exhibitor shall be liable to pay the following percentages of the Fees based on the time of withdrawal prior to commencement of the Conference:

ii. More than 20 weeks = 50%, 10-20 weeks =75%, 10 weeks or less =100%.

(ii) In the event of cancellation of a booking by the Exhibitor, any and all charges for ancillary items (including the costs of additional lunches, social event tickets etc.) will be retained by the Company.

(iii) The Company shall be entitled to re-allocate the cancelled items and a reduction of the cancellation charge may be made (less the Company's reasonable costs) if such reallocation is successful. **5.**

PAYMENT

A non-refundable deposit of £300 exc VAT is required at the time of booking. Payment of the Fees must be made in full by the date stated on the booking form.

Exhibitors will not be allowed to attend the Trade Show unless payment has been received in full. In the event that the booking application is not accepted, the Company will return the payment to the Exhibitor within 30 days.

6. INSURANCE AND LIABILITY

(i) The Association for Cultural Enterprises shall not have any liability to the Exhibitor under this Agreement. The Company excludes liability to the fullest extent permitted by law for any damage, loss, delay or expense incurred by the Exhibitor in relation to the Conference, including in respect of any lost/damaged equipment and items.

(ii) The Exhibitor shall maintain, throughout the Conference, insurance to cover all risks associated with an exhibition of the nature of the Conference (including public liability and cancellation of the Conference) of not less than £5 million. Proof of such insurance cover shall be supplied to the Company upon its request. The Exhibitor shall not claim against the Company if it is possible to claim under such insurance.

(iii) Without prejudice to paragraph 6(i) and (ii), the liability of the Company to the Exhibitor arising out of or in connection with this Agreement shall be limited to direct losses only (and shall not include loss of profit or any indirect or consequential loss or damage) and shall be limited to the sum of the Fees paid by the Exhibitor.

(iv) The provisions of paragraphs 6(i) and (iii) shall not limit or exclude the liability of the Company for death or personal injury resulting from the negligence of the Company or any other liability that cannot as a matter of law be excluded.

(v) The Exhibitor shall be liable to the Company and shall keep the Company indemnified against all costs, claims, demands, actions, proceedings and losses whatsoever made against or incurred by the Company or the Association for Cultural Enterprises as a result of the acts and/or omissions of the Exhibitor, its contractors, employees and representatives in relation to the Conference (including the Conference facilities, equipment and materials).

7. TERMINATION AND POSTPONEMENT

(i) The Company shall be entitled to terminate the Agreement without liability (or obligation to refund the Fees) to the Exhibitor if: the Exhibitor commits a material breach of any of its obligations under the Agreement; or the Exhibitor ceases or threatens to cease to carry on business or is unable to meet its debts as they fall due; or the Company is unable to hold the Conference as planned due to an event outside of its reasonable control (e.g. fire, flood, pandemic and/or enforced Government closure/lockdown"). The Company shall be entitled to terminate the Agreement without liability to the Exhibitor for any other reason but in such circumstances would refund the Fees (less all expenses) to the Exhibitor.

(ii) Without prejudice to the provisions of paragraph 7(i), in the event of the Conference Venue being or

becoming unavailable or unsuitable for the holding of the Conference, the Company may (at its sole discretion) rearrange the Conference (which may be at an alternative Venue) without incurring any liability to the Exhibitor, in which case the Agreement shall remain binding upon all parties but be deemed to be varied so as reflect the rearrangements.

8. SPECIFIC TERMS RELATING TO SPACE

- I. **ASSIGNMENT.** The Agreement is personal to the Exhibitor and the Exhibitor shall not be entitled to (i) assign, sub-let, sub-licence or otherwise transfer in respect of the whole or any part of the Stand Space; or (ii) include any items, advertisements or other materials of any persons other than the Exhibitor on its stand, without the prior consent of the Company. The Company shall be entitled to assign the benefit (subject to the burden) of the Agreement without notice to or consent from the Exhibitor.
- II. The exhibitor undertakes (i) to occupy the space in time for the opening of the Trade Show, (ii) at all times during the show to ensure that it is staffed by competent personnel and is clean, tidy and well presented (failing which, the Company reserves the right without liability to arrange for this to be done at the Exhibitor's risk and expense) and (iii) not to close its stand prior to the closing of the Trade Show.
- III. The exhibitor is solely responsible for all aspects of the set-up of their own space. Set up to be completed by the deadline indicated in the Exhibitor Manual.

9. SPECIFIC TERMS RELATING TO EXHIBITING

- I. The Exhibitor shall provide the Company with all materials requested within any deadlines specified by the company.
- II. The Exhibitor shall ensure that all materials are accurate and complete.

10. GENERAL

- I. **LIABILITY.** The company does not make any warranty as to the Trade Show in general, including without limitation, in relation to: (i) the presence, absence or location of any other exhibitor or Conference attendee; or (ii) the benefit or outcome (commercial or otherwise) that the Exhibitor may achieve as a result of participating in the Trade Show.
- II. **CONFIDENTIALITY.** The exhibitor will not supply to any third party any information, which has not been made available to the general public that it receives from the company. Such information includes but is not limited to information and data about the Conference and visitors. In accordance with the Data Protection Act attendee data cannot be shared with exhibitors. It is the responsibility of the exhibitor to exchange details with attendees at the Trade Show should they wish to maintain contact following the event.
- III. **THIRD PARTY RIGHTS.** Other than the Association for Cultural Enterprises, which shall have the right to enforce any term in the Agreement, a person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- IV. **NATURE OF RIGHTS.** This Agreement shall not constitute any form of lease or grant of exclusive rights of possession over any Stand Space.
- V. **LAW.** These Terms and Conditions shall be governed by and construed in accordance with English law.