WESTPOINT WEDDING EXTRAVAGANZA
Terms & Conditions

1. DEFINITIONS

In these Terms and Conditions, the following expressions shall have the following meanings:
'the Event' shall mean Westpoint Wedding Extravaganza
'the Exhibitor' shall mean any person, firm or company who has ordered display space and has been allocated display space at the Exhibition.
'the Organiser' shall mean County Magazines Limited located at The Grange, Stokeinteignhead.
'the Exhibition' shall mean the Exhibition specified in the Booking Form.

2. APPLICATION FOR SPACE
2.1 Applications for space will only be accepted on completion of a signed Booking Form accepting these Terms and Conditions and upon receipt of the deposit specified in the Booking Form. The Organiser will then forward an appropriate invoice to the Exhibitor with confirmation of their allocated space.

2.2 The Organiser reserves the absolute discretion to grant, refuse or allocate space in any position within the venue.

2.3 These Terms and Conditions shall come into force between the Organiser and the Exhibitor when the space has been allocated to the Exhibitor and written notice of such allocation has been given to the Exhibitor.

3. PAYMENT FOR SPACE
3.1 The charge for space will be in accordance with the 'Scale of Charges' referred to on the Booking Form.

3.2 Payment shall be made in stages as follows:

3.2.1 payment of a third of the cost of the stand value (being the non-refundable reservation deposit) to be paid on booking, a further third to be paid 12 weeks before the show, and the remaining third of the charges are to be paid six weeks before; or

3.2.2 the Exhibitor may ask to pay in equal monthly instalments to cover the balance, the total being due by six weeks befrore the event.

3.3 In the event that the Exhibitor fails to pay any sum due in accordance with the Booking Form or these Terms and Conditions in the time and manner agreed herein, the Organiser may cancel the booking without the Organiser being under any liability to refund or abate charges paid or due herein.

4. CANCELLATION BY EXHIBITOR
4.1 In the event that the Exhibitor terminates this Agreement, the deposit referred to in Clause 3 shall be forfeited to the Organiser and the Exhibitor will be liable for:-
- 50% of the balance of the total sum payable if cancellation is advised less than four months but more than two months before the Event; or
- 100% of the balance of the total sum payable if cancellation is advised less than two months before the Event.

4.2 The date of cancellation shall be the date that the Organiser receives the notice in writing, sent by the Exhibitor by registered post.

4.3 In the event of the Exhibitor becomes bankrupt or makes a composition with his creditors or going into liquidation or being under any appointment of a receiver, the Organiser reserves the right to cancel any agreement and display space allocation without being under any liability to refund or abate any charges paid or due herein.

5. EXHIBITS
5.1 All exhibits must be on view and under the care and supervision of a competent representative of the Exhibitor during the whole of the time that the Exhibition is open.

5.2 Stands are not to be closed until the advertised closing time each night, unless consent is given by the Organiser.

5.3 Exhibitors may exhibit their own goods and/or services only. Under no circumstances can a stand be sublet, shared or transferred without the written prior consent of the Organiser.

5.4 The Exhibitor may not distribute advertising literature or other products for any separate or group businesses.

6. DISPLAY SPACE AND ARRANGEMENT
6.1 Exhibits shall not obstruct the general view or hide the exhibits of other stall holders.

6.2 Plans for specially built booths or displays must be submitted to the Organiser for approval prior to the set-up date of the Event as specified on the Booking Form.

6.3 No Exhibitor shall obstruct or allow to be obstructed any gangways, open spaces or fire exits by their goods or exhibits.

6.4 If in the opinion of the Organiser, the Exhibitor's booth or display extends beyond his allocated area, the Organiser may, at his sole discretion, charge the Exhibitor for the extra display space occupied in accordance with the rates contained in the 'Scale of Charges' referred to on the Booking Form.

6.5 Should any dispute arise as to the display space allocation, or as to the extent of any extra display space deemed by the Organiser to be occupied by the Exhibitor beyond such space allocated, the decision of the Organiser shall be final.

6.6 The Organiser reserves the right to relocate the Exhibitor if, in its absolute discretion, it thinks such reallocation is necessary in the best interests of the Exhibition.
6.7 The Organiser shall without notice be entitled to access the stand at all reasonable times.

6.8 No public address system, music, generators or electric amplification shall be operated from any stand without the prior written consent of the Organiser. The Exhibitor shall not allow or create any noise which is likely to cause distress or concern to other traders or the general public.

7. INSTALLATION AND REMOVAL OF EXHIBITS
7.1 The installation of exhibits may be commenced as specified in the Exhibitors' information pack and must be completed and ready for inspection prior to the advertised opening time.

7.2 Exhibitors must bear all expenses of transport both to and from the Exhibition and must personally or through their accredited representative unpack, install and subsequently dismantle their exhibits.

7.3 Exhibitors are held responsible for any damage done or caused by the transportation, installation, dismantling or handling of their goods and should effect insurance against such risks.

7.4 All cases containing goods for exhibition must bear special labels on the inside and outside, which shall contain the address of consignee. All cases must be unpacked immediately on arrival.

7.5 The Organisers will remove all loose packing material and empty packing cases from the Exhibition building prior to the opening of the Exhibition on each Event day. No packing or unpacking may be done once the Event has opened. No exhibit may be packed, removed or dismantled from the Exhibition buildings prior to the advertised closing time on the date of closing, save with written authority of the Organisers.

7.6 Every Exhibitor is responsible for the removal of their own property from the Exhibition buildings or surrounding grounds, and such goods must be removed by the times specified within the Exhibitor information pack.

7.7 The Exhibitor shall make good and indemnify the Organiser for any damage to the premises/venue or to any equipment provided by the Organiser whether such damage is caused by the Exhibitor, their agents, contractors or employees.

8. STATUTORY REQUIREMENTS

8.1 The Exhibitor shall comply fully with all statutes rules regulations bylaws or other requirements whether for ensuring safety or for any other purpose whatsoever affecting the use of the Exhibition building and with all the requirements of the Health and Safety Executive and of the Police and Fire Authorities to obtain all licences consents and approvals as may be necessary.

8.2 The Exhibitor shall ensure that all inflammable materials shall be fireproofed or otherwise protected against fire in accordance with any statutory or local regulations or requirements to which the Exhibition may be subject. LPG Gas is not permitted on the premises.

9. UNDESIRABLE ACTIVITIES

9.1 If it appears to the Organiser that the Exhibitor may be engaged in activities which are deemed to be contrary to the best interests of the Exhibition or which appear unethical or to be in breach of the law, the Organiser may, without being under any liability to refund or abate any charges paid or due herein, termination the agreement for any display space allocation which may have been made to the Exhibitor and require him forthwith to vacate the display space allocated to him and refuse the Exhibitor the right to participate further in the Exhibition.

9.2 Canvassing for orders, except by the Exhibitor on their own stand in the normal course of their own business is strictly prohibited, and in any such case the Organiser has the right to terminate the agreement with the offending Exhibitor and request them to leave the venue.

9.3 The distribution or display of printed placards, handbills or circulars or other articles except by the Exhibitor on his own display space is prohibited.

9.4 Unless written consent from the Organisers has been obtained, the following are excluded from the Exhibition: explosives, detonating or fulminating compounds, and all dangerous or harmful substances, including priming pumps, matches and similar objects.

9.5 Only goods described at time of application may be displayed on stand, and any goods not approved by the Organisers must be removed from the building.

9.6 For the purposes of Copyright and Provisional Patent Protection, no object exhibited may be photographed, drawn, copied or reproduced in any manner without the written consent of the Organiser.

10. LIMIT OF LIABILITY

10.1 The Organiser its agents or employees shall not be liable for any loss, theft, damage or injury to persons or property from any cause whatsoever during the Exhibition or while based at the Organiser's premises. This provision is not intended to limit the Organiser's liability in the event of personal injury or death to persons at the Event.

10.2 Information given by the Organisers about the Exhibition is accurate to the best of their knowledge but does not constitute any warranty or representation by the Organisers, and therefore any mistake or omission made by the Organiser does not entitle the Exhibitor to cancel its space booking.

11. INDEMNITY

The Exhibitor shall defend the Organiser from and indemnify them against any liability for injury to persons or property arising from any act or omission by the Exhibitor, their agents, contractors or employees in connection with their participation in the Exhibition.

12. INSURANCE

12.1 The Exhibitor shall effect and maintain at their sole expense with a reputable insurance company such comprehensive insurances as are necessary to cover any liability arising under clause 11 and such insurance cover shall not be less than TWO MILLION Pounds (£2,000,000.00) in respect of any one incident.

12.2 The insurance policy referred to in clause 12.1 shall have the interest of the Organiser endorsed thereon and shall be produced to the Organiser on request.

12.3 The Exhibitor shall be responsible, either by insurance or otherwise, to protect against loss or damage arising from any cause whatsoever to their exhibits, display material, fixtures or goods. whilst at the exhibition venue,

13. CHANGE OF LOCATION, CURTAILMENT OR CHANGE OF DATE OF EXHIBITION

13.1 In the event that the premises where the Exhibition is to be held shall, becomes unfit for use, unavailable for occupancy, or shall be substantially interfered with by reasons which the Organiser has no control, the Exhibitor waives any and all claims he might have against the Organiser for refunds, damages or expenses.

13.2 Under the circumstances in clause 13.1, the Organiser reserves the right, without liability to the Exhibitor for refunds, additional expenses or otherwise, to change the location and or date of the Exhibition upon reasonable notice to the Exhibitor.

14. EXHIBITION CANCELLATION

14.1 In the event of the cancellation of the Exhibition by the Organiser as a result of the circumstances specified in Clause 13 the Organiser shall be entitled to reasonably recover or retain any funds to cover expenses incurred which shall be proportionate to each Exhibitor . Should the Organiser hold monies paid by the Exhibitor which is over and above the total expenses incurred these funds shall be repaid by the Organiser to the Exhibitor.

14.2 In the event that the Exhibition is cancelled by the Organiser as a result of commercial reasons such as lack of support, then all charges paid by the Exhibitor will be refunded. The Exhibitor agrees that under these circumstances he will have no further claim against the Organiser.

15. INFRINGEMENT OF TERMS AND CONDITIONS

15.1 The infringement of any of the terms of this agreement will subject the Exhibitor to the forfeiture of his space and to the removal of the Exhibitor, any employees and all goods from the venue, the Organisers shall not be liable for any damage caused or losses suffered during the removal process.

15.2 In the event that Exhibitor has outstanding payments owing to the Organisers, these payments are due on demand at the time that clause 15.1 is implemented.

15.3 The Organiser reserves the right to interpret, amend and enforce these Terms and Conditions as it sees fit to ensure the success of the Exhibition.

16. LIGHTING INSTALLATIONS, CONNECTIONS AND PLUMBING

16.1 Exhibitors must hire at their own expense from the Organiser all necessary electrical connections, spotlights, etc. Connections will only be made by the Organiser's own Electricians at the Exhibitor's expense.

16.2 In the event of Exhibitors erecting pre-wired stands, the Organiser in addition to reserving the right to charge a connection fee, also, in the interests of safety will determine whether the wiring of such stand is properly carried out in accordance with the current Institute of Engineering & Technology Requirements for Electrical Installations (BS7671). The inspection and testing of the installation shall be at the Exhibitor's expense. Where any pre-wired stand falls below this standard, the Organisers will not carry out the electrical connection. All Exhibitors Electrical equipment including portable appliances must comply with the Electricity at Work Regulations.

16.3 The Organisers shall be the sole Contractor in respect of any plumbing work required to be undertaken on any exhibition stand, and will quote Exhibitors for their requirements.

17. FLOORS AND STRUCTURAL PORTIONS OF EXHIBITION AREA

The floor of the buildings must not be cut or damaged, nor shall any structural portion of the buildings, nor any barriers erected by the Organisers be in any way interfered with. Nor shall any stand or exhibit be in any way attached to the floors or structural portion of the buildings or barriers without permission in writing having been previously obtained from the Organiser.

18. ASSIGNMENT

The Exhibitor shall not assign, share, or sub-let any space allocated or any part thereof without the written consent of the Organisers. In the event of any such sub-letting the Exhibitor will be held responsible and accept full responsibility for the observance of and compliance with these regulations by the persons to whom any space has been sub-let.

19. DISPUTES

The Exhibitor and the Organiser hereby agree that all claims or disputes arising out of this contract for the performance or non-performance thereof shall be referred to a single arbitrator to be agreed upon by the parties hereto in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

20. STATUTORY REQUIREMENTS, HEALTH AND SAFETY AND RISK ASSESSMENTS

It is a condition of entry into the exhibition that every exhibitor complies with the Health and Safety at Work etc Act 1974 and all other legislation covering the venue.