

## **Terms & Conditions for displaying at an Artistic Events show.**

**We recommend that you read these Terms & Conditions carefully and keep a copy for future reference.**

**Once you have read and agreed with them, please ensure you tick the box on the Booking Form to show this.**

### **Governing law and Interpretation**

These Conditions and/or the Contract and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England in respect of the same.

### **1. Contracts**

1.1 The Contract shall be made (and without limitation bookings shall only be accepted) on and subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Exhibitor purports to apply.)

1.2 These Conditions apply to all bookings and any variation to these Conditions shall have no effect unless expressly agreed in writing by both Artistic Events and the exhibitor. The exhibitor acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Artistic Events which is not set out in writing.

### **2. Bookings**

2.1 All bookings must be made on an artistic Events Booking Form, either electronically or on paper format, with the relevant payment.

2.2 Telephone & verbal enquiries may be made, but will not be a confirmed booking until the Booking Form and payment is received.

2.3 All bookings are subject to availability.

2.4 Artistic Events reserves the right to decline or cancel any booking.

2.5 All exhibitors must provide three photographs of the products they will be showing, and one photograph of the production of that product, at the time of booking.

2.6 Artistic Events reserves the right to use these photographs and the exhibitors name to advertise the show.

### **3. Cancellation of Bookings**

3.1 In the event of cancellation by the exhibitor, the full booking fee will be payable unless the stand is re-booked. Artistic Events will make every effort to re-book the stand.

3.2 Cancellations must be confirmed in writing.

### **4. Payment.**

4.1 Full payment must be made when returning the Booking Form.

4.2 Payment can be accepted either using PayPal, or by cheque made payable to Miss Annalli Herbert (owner of Artistic Events).

### **5. Exhibition Space**

5.1 The exhibition space is let to the exhibitor stated on the Booking Form and must not be sub-let to any other person, unless specifically agreed with Artistic Events.

5.2 Exhibitors must ensure that their display does not extend beyond the space they have booked.

5.3 Exhibitors must ensure, that under any circumstance, they must not encroach upon the public gangways between stands. This is for Health & Safety reasons. They must also not encroach upon any shared access.

5.4 At certain venues, demonstration space can be booked. This is for demonstration purposes only. Artistic Events will make every effort to ensure demonstration space is next to the exhibitors stand.

### **6. Assembly, Display & Breakdown of stands**

6.1 Exhibitors are responsible for the assembly & breakdown of their display.

6.2 If backing boards have been booked, Artistic Events and its associates will be responsible for ensuring these are assembled and dismantled.

6.3 Artistic events will inform all exhibitors of the time to arrive at the venue to set up their stand. All exhibitors must ensure their stand is set up 15 minutes before the advertised opening time of the show. Artistic Events retains the right to decline admission of any

exhibitor arriving less than 15 minutes before the advertised opening time of the show.

6.4 Exhibitors must only display products which have been described on the booking form. Any alteration to this must be agreed with Artistic Events.

6.5 Exhibitors are responsible for ensuring that all stock displayed and/or offered for sale complies with any relevant UK legislation governing, *inter alia*, its manufacture, advertising and sale. Without limitation, it is a condition that the exhibitor, rather than Artistic Events, is responsible for obtaining, and each exhibitor undertakes to obtain, any necessary consents or licences (including without limitation as regards the sale of alcohol or alcoholic goods, or a Food Hygiene Certificate for any food which is sold for consumption on or off the Exhibition Site) and the exhibitor shall indemnify Artistic Events against any loss to the Organiser as a consequence of the exhibitor breaching these conditions in any respect.

6.6 Exhibitors are responsible for ensuring their company name is displayed on their stand. Where display boards are ordered, a fascia board with the company name can be provided.

6.7 Exhibitors must ensure their stand is kept neat & tidy at all times, ensuring a professional image.

6.8 Exhibitors are recommended to bring their own table cloth to cover a 6ft table, to the floor.

6.9 Stands must not be dismantled until the advertised end of the show, unless expressly agreed by Artistic Events. At some venues, stands must be completely dismantled by a specified time. Artistic Events will inform exhibitors if this is the case, and exhibitors must ensure they comply with this instruction.

6.10 All exhibitors must remove any rubbish from the site, or ensure it is placed in bags and bins provided, at the end of the show

## **7. Insurance and Indemnity**

7.1 All exhibitors must ensure they have their own, sufficient, Public Liability Insurance.

7.2 Artistic Events will not be held responsible for any loss or damage to exhibitors stock, so it is recommended that exhibitors also take out insurance to cover this and all other perceived risk.

## **8. Liability**

8.1 Artistic Events is entitled to cancel any booking not less than 24 hours before the date of the Fair should they (in their sole discretion) deem it beneficial or expedient to do so (for whatever reason), provided that Artistic Events shall then refund to the Exhibitor within 7 days any payment paid by the exhibitor. The exhibitor accepts that in this respect every booking is purely provisional until the date and time 24 hours and less before the show; and the exhibitor further agrees that in the event that their booking is cancelled, Artistic Events shall have no further liability whatsoever to the exhibitor other than as regards repayment of the payment amount, and without limitation to the details mentioned above, Artistic Events shall have no liability in those circumstances to the exhibitor in respect of any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of contracts, damage to property, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly to the exhibitor. This includes interruption to the show or cessation of power supply.

8.2 Artistic Events reserve the right to transfer events to other venues or dates.

8.3 Artistic Events cannot be held responsible for loss of earnings or expenses as a result of poor weather conditions, non-appearance of scheduled advertising, removal of advertising signage or any other reason beyond our control.

## **9. Non compliance**

**9.1 Artistic Events reserves the right to cancel bookings or refuse further bookings from ANY exhibitor who refuses to comply with these Terms and Conditions. Any exhibitor who refuses to comply with reasonable requests during the show with regard to displayed items, presentation of the stand or stands which do not fit the booked space will be asked to leave the show by Artistic Events. In this circumstance, there will be no claim against Artistic Events.**