



## **TERMS AND CONDITIONS**

### **1 Definitions**

In these Terms & Conditions the term “Exhibitor” means any person, firm, club or company who has completed an Event Booking/Application Form and thus entered into a contract with the “Organiser” (Live Promotions Events Ltd)

### **2 Allocation of Stand Space**

Every effort shall be made to allocate to the Exhibitor the stand space which has been requested. However, to facilitate an effective layout of the Show and if the Organiser believes it to be in the best interest of the Show, the Organiser has the right to make a stand space reallocation at any time.

### **3 Payment**

All payments must be made in accordance with the terms and methods set out on the Event Booking Form. In the event the Exhibitor fails to meet any such payment obligations (whether as to the amounts or date of payment) then the Organiser reserves the right to cancel its contract with the Exhibitor and to resell or reallocate the stand space allocated to the Exhibitor and the provisions of Paragraph 4 below relating to cancellation charges shall apply.

### **4 Cancellation of Stand Space**

If the Exhibitor wishes at any time prior to the Show to cancel or reduce the stand space allocated to him, then written notice of such wish, stating reasons for such cancellation or reduction, must be given to the Organiser by Recorded Delivery Post. For the avoidance of doubt the Organiser shall not be obliged to accept the Exhibitor’s notice of cancellation reduction. The Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser and without being under any liability to refund or reduce any payments due under these Terms and Conditions) to reallocate or resell the stand space allocated to the Exhibitor and to apply the following cancellation charges: The 25% deposit is non-refundable at any time of cancellation. Less than 3 months prior to the exhibition, 100% of the total stand cost is non-refundable.

### **5 Prohibition of Transfer**

The Exhibitor may not assign, sub-let, share or grant licenses over or permit any other party to occupy the whole or any part of the space allocated to the Exhibitor without the written consent of the Organisers.

### **6 Duration of Show**

Details of Show hours are given in the Exhibitor’s Letter. The Exhibitor must be ready and able to conduct business during the Show hours. All Exhibitors must be clear of the venue by the time stated in the Exhibitor Letter, otherwise the Organisers reserve the right to pass on any additional fees from the venue to the Exhibitor. All exhibitors must book into Event Control before proceeding to their allocated space.

### **7 Undesirable Activities**

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 Show 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, cancel any stand space allocation which may have been made to the Exhibitor and require him forthwith to vacate the stand space allocated to him and refuse the Exhibitor the right to participate further in the Show. The distribution of any marketing materials outside the confines of the Exhibitors stand space is forbidden.

Counterfeits or pirated goods are not to be sold by any retailers. Retailers may be prosecuted for selling counterfeit goods even if they are unaware that the products are counterfeit. Retailers have a responsibility to take reasonable precautions to avoid selling counterfeit items.

### **8 Description of Goods**

The completed event booking form must contain an accurate description of goods to be exhibited or sold. Food or Drink may not be sold by the Exhibitor without written permission from the Organiser. Under no circumstances will

any Exhibitor be allowed to sell merchandise featuring the show title without written permission from the Organiser. Under no circumstances will auctioning, pitching, raffles, tombola or pick a ticket stand be allowed without written permission from the organiser. Knives, crossbows, catapults, offensive weapons and firearms of any type including air guns and BB guns are strictly forbidden.

### **9 Contractors and suppliers**

Electricity. All electrical supplies requested by an exhibitor to be supplied by the Showground Contractor will be “switched on” on the day of the event, or earlier only by arrangement. A location plan for all sockets should be supplied to the Event Organisers no later than 21 days prior to the event. Where no plan is provided, the contractors will position the socket at their discretion. If not pre-booked at least 7 days prior to the show, a surcharge of 25% is applicable to electricity supplies. Electricity supplies may not be available to all stands - this is to the discretion of the electrical contractors. Where an exhibitor provides their own electrical supply, generators should be fit for purpose, powered by either diesel or LPG. They should have suitable earthing arrangement by either spike or earthing plate. The organisers reserve the right to prevent use of an electrical system which is not installed in accordance with current regulations. Exhibitor’s electrical equipment should carry a current Portable Appliance Testing (PAT) label, which should be available for inspection at the event.

### **10 Health & Safety**

It is a legal requirement that every trader should provide a meaningful risk assessment outlining their activities and methods employed. The risk assessment should be submitted at the point of booking.

Temporary Demountable Structures. This Encompasses Stages, Seating and Marquee Structures, Any Exhibitor that requires ground penetration to secure a structure must have the area scanned and obtain a signed permit to work from the event production office.

Exhibitors must familiarise themselves with fire precautions and are required to provide their own 9kg powder fire extinguisher. The Event Organisers reserve the right of inspection by the Fire Safety Officer of all stands and equipment and further to order the use of such equipment or appliances to be discontinued should they contravene fire and safety regulations. All exhibitors are required, by law, to provide a fire risk assessment for their stand.

At all times from entering upon the showground you will ensure that your exhibition, equipment, vehicles and all or any other property is in a condition that is safe for all persons and who may reasonably and foreseeably come into contact with or be affected by it that you, your servants and agents conform to all statutory and local conditions, directions and advices of any whatsoever, wheresoever and to whomsoever. All goods or services sold at the show should conform to current trading standards legislation.

Please note bicycles, scooters and other ATVs are not permitted on the showground during show build up, breakdown and show days.

### **11 Insurance**

Without prejudice to his obligation to indemnify the Organisers under clause 14 the exhibitor shall at all time whilst these rules apply maintain adequate insurance cover with a reputable insurance company or Lloyds underwriter in respect of the following risks: The risks incurred by the indemnities in sub clause 19 Public liability to a limit of not less than one million pounds for any one occurrence (with no limit on the aggregate cover) Employers liability sufficient to be in compliance with the Employers Liability (Compulsory Insurance Act) 1969 The Exhibitor shall also ensure that he has full indemnity insurance against the usual risks in respect of all loss or damage to goods Loss of expenses and commitments caused by cancellation, abandonment, postponement, curtailment or delayed transportation – £20,000. The Exhibitor shall on request produce for inspection by the Organisers the policy and premium in respect of receipt of the above policies mentioned.

### **12 Cancellation or Change of Location or Date of Show**

Change of location, curtailment or change of date or show. In the event that the site where the show is to be held, shall, in the sole determination of the Organiser, become unfit or unavailable for occupancy or shall be substantially interfered with by reason of fire, flood, tempest or any other such cause or as a result of government intervention, malicious damage, acts of war, acts of God, strike, lockout, labour dispute, picketing, embargo, injunction, or should the Organiser decide that owing to any such cause or agency it is necessary or advisable to curtail, relocate or change the date of the show or reduce the planned period for preparation display or dismantling, the Exhibitor waives any and all claims he might have against the Organiser for refunds, damages or expenses. Under any of these circumstances the Organiser reserves the right without being under any liability to the Exhibitor for refunds, additional expenses or otherwise, to change the location and/or date of the show upon reasonable notice to the Exhibitor. The Exhibitor hereby acknowledges that in the event any of the circumstances referred to in the above paragraph occur he shall have no right to any refunds, damages or expenses

### **13 Limitation of Liability**

The Organiser, its employees or agents shall not be liable for any loss, theft, damage or injury to persons or property suffered by the Exhibitor, its employees or agents.

### **14 Indemnity**

The Exhibitor hereby fully and effectually indemnifies the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any cause whatsoever arising in connection with the participation in the show of the Exhibitor, his agents, contractors or employees.

### **15 Entire Agreement**

These Terms & Conditions contain the entire agreement between the Organiser and the Exhibitor and may not be changed orally, but only in writing signed by a duly authorised representative of the part against whom enforcement of any waiver, change, modification or discharge is sought.

### **16 CDM Regulations**

In accordance with CDM regulations may we just remind you that you will need to be wearing a high visibility vest during build up and breakdown at all Live Promotions' indoor events

### **17 Charity stand bookings**

Please note we do not accept charity stand booking from third party agents. All bookings must be made directly via the charity with all supported paperwork.

### **18 COVID19 Regulations**

All traders and exhibitors are to be compliant with the current COVID regulations at the time of the event.