

BOOKING TERMS & CONDITIONS

We strongly recommend that you read these Conditions carefully and keep a copy for future reference. These conditions will govern any contract that the Organiser makes with you. These Conditions do not affect your statutory or common law rights.

1. DEFINITIONS, GOVERNING LAW & INTERPRETATION

1.1 Definitions

In these terms & conditions the following words and expressions are expressly defined and shall have the following meanings:

"Contract" means the contract between the Organiser and the Exhibitor for the provision of services, incorporating these Conditions

"Exhibitor" means any person (or organisation) that has contracted for a stand at the event.

"Exhibition Site" means the venue as described on the booking form.

"Fair" means the event detailed on the Booking Application Form.

"Organiser" means Aztec Garden Shows, South House, 48 South Street, Rochford, Essex, SS4 1BQ.

1.2 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.

2.0 CONTRACTS

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

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

3.0 Obligations of the Organiser

3.1 The Organiser undertakes to promote Fairs in a professional manner. Fairs will be advertised appropriately and where possible fairs will be signposted. Details of marketing activities conducted by the Organiser are available on request at reasonable notice.

3.2 The starting and finishing times of the fair will be notified to the Exhibitor

3.3 The Organiser will consider all applications from prospective Exhibitors

3.4 The Organiser will provide each Exhibitor with a stand, which will be described on the booking form in regards of size.

4.0 Obligations of the Exhibitor

4.1 Each Exhibitor must provide details to the Organiser of the stock they wish to sell. Only appropriate Exhibitors will be accepted. The Organiser may request photographs and/or samples. Exhibitors attempting to display or sell stock that in the opinion of the Organiser is different from that detailed may be required to remove such stock and/or leave the Fair or the Exhibition Site (at the absolute discretion of the Organiser, whose opinion shall be final in this respect)

4.2 The Exhibitor is 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 to the foregoing it is a condition that the Exhibitor, rather than the Organiser, is responsible for obtaining, and each Exhibitor undertakes to obtain, any necessary consents or licences (including without limitation as regards to the sale of alcohol or alcoholic goods for consumption on or off the Exhibition Site) and the Exhibitor shall indemnify the Organiser against any loss to the Organiser as a consequence of the Exhibitor breaching the aforesaid condition in any respect.

4.3 The Exhibitor must not display or offer for sale goods of a noxious or obscene nature or which contravene any UK legislation. The Organiser reserves the right to remove any such material from the Fair.

4.4 The Exhibitor undertakes to display their stock in the allocated space, in good order and in a professional and attractive manner

4.5 The Exhibitor undertakes to ensure that the Exhibitors stand is staffed and adequately stocked throughout the advertised hours of the Fair

4.6 The Exhibitor undertakes not to pack away any stock and/or leave the Exhibition Site until after the Fair has closed and the Exhibitor has been given permission from the Organiser to pack away

4.7 All electrical equipment used by Exhibitors should have the relevant IEE certification

4.8 At the end of the Fair all Exhibitors must ensure that their stand is cleared, all rubbish removed and that the Exhibition Site is left in a clean and orderly state

4.9 Without prejudice to the provision of clause 4.1, the Exhibitor accepts that it may be necessary for the Organiser to request the Exhibitor to move and/or remove any item in connection with the Exhibition Site, including the removal of vehicles, boxes, packaging materials etc and undertakes to comply with any request reasonably made by the Organiser, its employees or assignees

4.10 The Exhibitor may not assign, sublet or grant licences in respect of the whole or any part of the space allocated to them and/or any other benefit or obligation under this agreement

4.11 All Exhibitors are required to have their own Public Liability Insurance and to have it with them at all times

5.0 Payment and Cancellation

5.1 The payment amount should be calculated according to the information on the booking form

5.2 Deposits for the show must be made at the time of bookings and is non-refundable

5.3 The Organiser must receive the balance of the booking fee by the date specified on the invoice. Any loss to the Organiser by reason of the Exhibitors default in payment of the sum due or failure to attend the show shall be payable on demand

5.4 No booking will be accepted unless it is accompanied by the appropriate payment

5.5 The Organiser is entitled to cancel any booking no less than 24 hours before the date of the Fair should the Organiser (in its sole discretion) deem it beneficial or expedient to do so (for whatever reason), provided that the Organiser shall then refund to the Exhibitor within 7 days the deposit and any other part of the 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 Fair; and the Exhibitor further agrees that in the event that his booking is cancelled pursuant to the clause 5.5 the Organiser shall have no further liability whatsoever to the Exhibitor other than as regards repayment of the payment amount and deposit and without limitation to the foregoing the Organiser 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 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.

5.6 Cancellation of any booking by the Exhibitor must be made in writing (email to pam@aztecevents.co.uk or post to Pam Upson, 48 South Street, Rochford, Essex, SS4 1BQ – recorded delivery). A full refund (other than of the deposit, which shall be retained by the Organiser) shall be made if cancellation is more than one month prior to the date of the Fair. No refund of any payment will be made and/or the full fee will be payable if cancellation is made one calendar month or less before the date of the Fair.

5.7 In the event of the Exhibitor entering into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or, being an individual, committing any act of bankruptcy, or whether a company or an individual, calling any meeting of, or making any arrangements with, its/his creditors, or permitting any judgement to remain unsatisfied for seven days, or a distress or execution being levied upon any goods or premises of the Exhibitor, the Organiser shall have the right to terminate the Contract with the Exhibitor, to cancel the allocation of the stand and to retain all monies paid by the Exhibitor under such a contract.

5.8 VAT IS CURRENTLY NOT APPLICABLE TO SPACE HIRE BUT SHOULD THERE BE A CHANGE IN THE RULING, AZTEC GARDEN SHOWS LTD RESERVE THE RIGHT TO INVOICE EXHIBITORS FOR THE APPROPRIATE AMOUNT. HOWEVER VAT IS CHARGED ON HIREABLE EQUIPMENT SUCH AS TABLES AND POWER. A SEPARATE VAT SECTION IS SHOWN ON THE RELEVANT BOOKING FORM FOR THESE ITEMS.

6.0 Claims, Indemnity and Insurance

6.1 Every Exhibitor hereby accepts liability for all acts or omissions of himself, his servants, contractors and agents and undertakes to indemnify the Organiser and keep it indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Organiser or incurred or become payable by it arising therefrom or in respect thereof, including any claims arising out of the supply by the Exhibitor of samples of any kind whatsoever, whether such samples be sold or given away free and including without limitation any legal costs and expenses and any compensation costs and disbursements paid by the Organiser on the advice of his solicitors to compromise or settle any such claims.

6.2 If the Fair is cancelled by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident, the non-availability of Fair premises, or any other cause, whether ejusdem generis or not, without limitation the Organisation may at their entire discretion repay any amount paid by the Exhibitor (other than the non-refundable deposit which shall then be used to cover the administration costs of the Organiser) or part thereof, but shall be under no obligation to repay the whole or part of such rental, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs, expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as a result of the happening of such an event.

6.3 If the Exhibitor, or their servants, agents or subcontractors should fail to remove all their property or otherwise fail to vacate the Fair premises in accordance with the timetable issued by the Organiser, the Organiser will hold the Exhibitor fully responsible for any penalties imposed by the venue owner, or any other losses and costs incurred by the Organiser as a result of the Exhibitor failing to vacate the premises by the agreed time and the Exhibitor agrees to pay the same on an indemnity basis.

6.4 The Organiser does not accept responsibility for any loss or damage from any cause whatever, in respect of any property brought to the Fair premises by Exhibitors or stand holders or their servants, agents, sub-contractors, or any other persons, and the Exhibitor or stand holder is required to indemnify the Organiser in respect of any such loss or damage to the exhibits or any other property brought to the premises whether it is their property or not. Without limitation the Exhibitor shall indemnify the Organiser in respect of any damage to the Exhibition Site arising from the use thereby of the Exhibitor, their servants or agents.

6.5 Each exhibitor shall indemnify the Organiser against any claim which may be made in respect to any alleged breach or infringement of any copyright, patent or without limitation other intellectual property right(s) by that Exhibitor during the period of their occupation of an allotted space, or without limitation otherwise in connection with the Fair.

6.6 Save as may be stated elsewhere in these Conditions, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sales of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

6.7 Without prejudice to the foregoing provisions of these Conditions:

6.7.1 The Organisers total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the payment amount as set on the booking form; and

6.7.2 The Organiser shall not be liable to the Exhibitor for any pure economic loss, loss of profits, loss of business, loss of contracts, damage to property, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection to the Contract

7.0 Force Majeure

7.1 The Organiser shall not be liable to the Exhibitor or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Organiser obligations, if the delay or the failure was due to any cause beyond the Organiser's reasonable control

8.0 Severance

8.1 If any provision of the Contract (or part of the provision) is found by any Court or administrative body or competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force

8.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

9.0 Assignment

9.1 The Organiser may assign and/or subcontract the Contract or any part of it to any person, firm or company. The Exhibitor may not assign or subcontract the Licence and/or the contract.

By booking a space at the show the Exhibitor confirms that he/she has read and understood and agrees to the above Conditions, and to agree that the Conditions will be incorporated into the Contract to the exclusion of any other terms and conditions save as clearly stated on the booking form. By signing below the Exhibitor further confirms that these Conditions shall likewise govern any future bookings made by him/her with the Organiser save as clearly stated on the booking form for the future booking.