

TERMS AND CONDITIONS

1. DEFINITIONS

- a. In these Terms and Conditions (T&C's) the term "Exhibitor" means any person, firm or company who has made an application for and who has been granted space at the Event. The term "Agent" means ILOW HQ Limited, acting on behalf of Porthleven Food Festival Committee ("the Event Owner").
- b. The Agent undertakes and warrants that it has full right and title to grant the rights granted under these T&C's acting as duly authorised agent for and on behalf of the Event Owner.

2. THESE TERMS AND CONDITIONS shall be construed in accordance with English law and shall be deemed to include all other terms and conditions or rules and regulations issued from time to time by the Agent or the Event Owner in relation to the Event whether contained in the Event Information Pack sales literature or otherwise.

3. SIGNATORIES

- a. The person or persons signing the Stand Space Application Form on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Agent or the Event Owner because that such person or persons did not have such authority.

4. EXHIBITS

- a. Subject to paragraph 7 of these T&Cs the Exhibitor shall be entitled to exhibit only those matters specified on the Stand Space Application Form.

5. REMOVAL OF EXHIBITS

- a. The Agent reserves the right to require the Exhibitor to remove any exhibit specified on the Stand Space Application Form or which is being exhibited at the Event if the Agent in its absolute discretion considers that the same is libellous of an obscene nature or may infringe the rights of any third party or which the Agent considers in its absolute discretion to be undesirable or detrimental to the Event, other exhibitors or the general commercial interests of the Agent, the Event Owner or any other company from time to time forming part of the same group of companies of which the Agent or Event Owner form part.
- b. By entering into an agreement to attend the Event the Exhibitor warrants to the Agent and the Event Owner that all designs and artwork on or relating to the Exhibitors stand and any items displayed on the Exhibitors stand shall not infringe any trade marks or copyright or patents or other intellectual property rights of any third party in any way.
- c. In the event that the Agent is under any legal obligation (whether by virtue of a court injunction or order or judgement or a recommendation or decision of a Trading Standards Officer or otherwise) to have removed either any item or items displayed on the Exhibitors stand or any design or artwork on or relating to the Exhibitors stand then (without prejudice to any other rights which the Agent may have) the Agent reserves the right to have that item or items removed from the Exhibitors stand or to close the Exhibitors stand at the event. No compensation or damages will be payable as a result of such removal or closure by the Agent or the Event Owner.

6. CANCELLATION OF SPACE

- a. In the event that an Exhibitor either wishes to cancel his booking after acceptance by the Agent or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Stand Space Application Form then the Agent reserves the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Agent) to retain 100% of the fee.
- b. If the Exhibitor wishes to cancel then written notice of such wish must be forwarded to and received by the Agent by Recorded Delivery Post. For the avoidance of doubt the Agent shall not be obliged to accept the Exhibitor's notice of cancellation.
- c. Notwithstanding that the Agent may resell or reallocate the cancelled stand space (or the space by which it is reduced pursuant to paragraph 9) after payment of the cancellation charges, the Agent shall be under no obligation to reimburse all or any part of such cancellation charges.

7. REDUCTION OF SPACE

- a. Where an Exhibitor wishes to reduce the size of his space booking after acceptance by the Agent then written notice of such wish must be forwarded to and received by the Agent by Recorded Delivery Post. The Agent reserves the right to apply the scale of cancellation charged to the total cost according to the amount by which the original stand area is reduced. The Agent may resell or reallocate the space in question. There shall be no obligation on the Agent to accept notification of reduction.

8. RELOCATION

- a. For the avoidance of doubt any contract between the Agent and the Exhibitor for event stand space is only for an amount of such space and no acceptance by the Agent of the Exhibitor's Stand Space Application Form or allocation of the Exhibitor's name to any particular part of the Event floor plan or stand number will constitute any agreement warranty or representation by the Agent that the Exhibitor is

entitled to exhibit at the Event in such particular location and the Agent and the Event Owner reserve the right without being required to give notice to the Exhibitor to alter the layout of the Event floor plan or position of any stand at any time.

9. OTHER EXHIBITORS

- a. Whilst the Agent shall act in good faith the name of any exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Agent or Event Owner that any exhibitor is booked to attend the Event provisionally or otherwise shall not constitute any warranty representation or undertaking by the Agent or Event Owner that any such exhibitor shall attend the Event or attend at any particular location.

10. SPACE NOT OCCUPIED

- a. The Exhibitor must occupy the space allotted to it by opening time on the first day of the Event. Any Exhibitor failing to do so will be deemed to have cancelled its space booking. In this event the T&C's relating to Cancellation will apply and the Agent may resell or reallocate such space.

11. ATTENDANCE

- a. The Exhibitor acknowledges that neither the Agent nor the Event Owner shall be held responsible for the failure of all or any other contracted exhibitors to attend the Event or the failure of any number of attendees to attend the Event for any reason beyond the reasonable control of the Agent or Event Owner.

12. INDEMNITY

- a. The Exhibitor shall fully and effectually indemnify the Agent and the Event Owner against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Agent or the Event Owner as a result of the Exhibitor exhibiting or advertising any goods or services at the Event.
- b. **The Agent & Event Owner advises the Exhibitor to purchase insurance to cover any loss of earning due to adverse weather conditions or cancelation of the Event.**

13. BANKRUPTCY

- a. In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation, or having a Receiver or Administrator appointed in respect of any of its assets then the Agent reserves the right to terminate the contract with the Exhibitor and the (T&C's) relating to Cancellation shall apply.

14. ASSIGNMENT

- a. The Exhibitor shall not be entitled to assign, sublet or grant licences in respect of the whole or any part of the space allocated to it, or assign or otherwise deal with its rights and obligations hereunder nor may any cards, advertisements or printed matter or persons who are not bona fide Exhibitors be exhibited or distributed on any stand. This shall not apply to persons, firms or companies being subsidiaries, agents or principals of the Exhibitor.

15. LICENSOR AND LICENSEE

- a. Upon acceptance of the Stand Space Application Form by the Agent there shall be a contract between the Agent, the Event Owner and the Exhibitor subject to these T&C's. The Agent in its discretion may accept the Exhibitor's application for space orally (including telephone) by telex, facsimile or by forwarding to the Exhibitor written acceptance (which shall include a copy of the Stand Space Application Form signed by or on behalf of the Agent). As regards any space allotted the relationship of licensor and licensee shall exist between the Agent and the Exhibitor. In case of non-payment of any sum due from the Exhibitor (whether formally demanded or not) or of any other breach or non-observance by the Exhibitor of any of these T&C's the Agent or the Event Owner shall have right to revoke its licence and re-enter upon the allotted space to remove and exclude the Exhibitor and all persons therefrom without prejudice to the right to recover all sums payable by the Exhibitor hereunder and without prejudice to any other right or remedy available to the Agent or Event Owner.

16. PROMOTION AND REPRESENTATIONS

- a. Whilst the Agent and Event Owner shall use their reasonable endeavours to organise and promote the Event in such manner as they consider appropriate the Agent and Event Owner reserve the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Agent or Event Owner as to audience projections or methods or timing of promotion shall constitute only general indications of the Agent or Event Owner's promotion and organising strategy and shall not amount to any representation or warranty.
- b. Any application for stand space or any acceptance thereof by the Agent shall not be conditional on the presence or location of any other exhibitor at the same or any other event and any reference to such conditionality shall not apply to any contract between the Agent, Event Owner and the Exhibitor for event stand space.

17. POSTPONEMENT OR ABANDONMENT

- a. The Exhibitor shall not have any claim against the Agent or the Event Owner in respect of any loss or damage whatsoever consequent upon the Event failing (for whatsoever reason) to be held or the Event venue being or becoming wholly or partially unavailable for holding of the Event for whatsoever reason. If by re-arrangement or postponement of the period of the Event or by substitution of an alternative venue or by means of any other reasonable matter or thing the Event can be held the contracts for space shall be binding upon all parties save the same shall be deemed to be varied so as to allow for any necessary change in venue, dates or period of the Event, stand size, location or otherwise.

18. INSURANCE AND EXCLUSIONS

- a. The Exhibitor shall effect at its own cost full indemnity insurance against the usual risks in respect of loss, damage or injury to goods and persons.
- b. The Exhibitor acknowledges that the Agent acts purely as agent for the Event Owner in respect of all rights and obligations in terms of these T&C's. As such, the Agency accepts no liability under these T&C's.
- c. Neither the Agent nor the Event Owner shall be liable for any loss or damage (including consequential or indirect loss or damage) suffered by the Exhibitor whether such loss or damage arises from breach of a duty in contract or tort or in any other way (including loss or damage arising from the Agent or Event Owner's negligence) and which shall include (but not way of limitation) loss of profits; loss of contracts; loss of or damage to property goods of the Exhibitor or any other person; or personal injury to the Exhibitor or any other person (but only so far as such injury is not caused by the Agent or Event Owner's gross negligence).

19. HEALTH & SAFETY & OTHER REGULATIONS

- a. By entering into agreement to attend the Event the Exhibitor warrants that it will read and abide by Health & Safety Regulations and all other current legislation and regulations relevant to the Event, details of which are contained in the Event Information Pack.

20. EXCLUSION OF PERSONNEL

- a. The Agent and the Event Owner reserve the right in their absolute discretion to exclude or remove from the Event any person whose presence is or is likely to be undesirable and the Agent and Event Owner may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.