

employee, agent, contractor, invitee or other representative of the Exhibitor or any act, omission or neglect of or by any Exhibitor or any such other Person or by any Exhibit or other item belonging to or in the possession of or used by the Exhibitor or any such Person

14.3 The Exhibitor will fully and effectually indemnify and save harmless the Organiser in respect of all claims, proceedings, liabilities, losses, damages, costs and expenses incurred by or brought against the Organiser in relation to or in connection with any of the matters referred to in paragraphs 14.1 or 14.2

14.4 The Organiser shall not be liable in contract or in tort (including without limitation negligence) or in any other way for: **14.4.1** any loss, theft or destruction of or damage to any of the Exhibits or other property of or in the custody of any Exhibitor except to the extent that it is caused by any deliberate act on the part of the Organiser; or

14.4.2.1 any consequential or indirect loss, liability or damage or any other claim for consequential compensation; or

14.4.2.2 loss of any kind of profit, goodwill, reputation or anticipated savings or any costs, expenses or liability to any third party incurred by any Exhibitor arising directly in the natural and ordinary course or indirectly from or in connection with the Contract or the Event

14.5 The Organiser's liability to any Exhibitor for all compensation for accidental damage to or loss or destruction of any material property arising in connection with the applicable Contract or the Event shall be limited in aggregate to damages of an amount equal to £2,000,000 in respect of or arising out of any one event or series of events consequent upon or attributable to one source or original cause, less the Organiser's total liabilities in relation to all other claims arising from or attributable to any such event(s) and which are covered by the Organiser's insurance in respect of such event(s)

14.6 Excluding the Organiser's liability under paragraph 14.5, the Organiser's aggregate liability to any Exhibitor arising in contract or tort (including without limitation negligence) or otherwise howsoever for any loss, cost, damage, injury or liability (whether consequential, indirect or otherwise) resulting from or in connection with any Contract or the Event will be limited to an amount equal to all charges and other sums paid by the relevant Exhibitor to the Organiser under paragraph 3 of these Terms and Conditions (excluding Value Added Tax)

14.7 The limitations on and exclusion from liability on the part of the Organiser contained in this paragraph 14 or elsewhere in these Terms and Conditions, and the indemnity in paragraph 14.3, will not apply to any personal injury or death caused by the Organiser's negligence (as defined in section 11 Unfair Contract Terms Act 1977)

14.8 Each Exhibitor must effect before any work is done in respect of, or any Exhibits are delivered to, the Space allocated to him and maintain until his Stand and all Exhibits and other items belonging to the Exhibitor or used on or in connection with his Space have been removed from the Venue:-

14.8.1 public liability insurance with a reputable insurer providing indemnity for not less than £2,000,000 for any one event or occurrence or series of connected events or occurrences;

14.8.2 adequate insurance with a reputable insurer in respect of the matters referred to in paragraph 14.2 and all costs, expenses, losses, damage and liability which the Exhibitor may incur if the Event is abandoned, cancelled, postponed, curtailed, relocated, delayed or suspended in whole or in part if the Organiser exercises its rights under paragraph 19.1

14.9 Each Exhibitor will produce to the Organiser on request the policies effected by him under paragraph 14.8 and the receipt for the last premium paid in respect of them

15. Exhibitors' Name Plates and Notice Boards

No Exhibitor's name plates or notice boards will be allowed outside the confines of the Space allocated to the Exhibitor, and each Exhibitor must ensure that they are not moved from the position stipulated by the Organiser

16. Canvassing

Exhibitors must, and they must ensure that their respective employees or other representatives will, canvass or approach for business any visitors to the Event or any other Person only on the Space allocated to the relevant Exhibitor and not in any areas reserved for pedestrian or vehicular traffic or any other public parts of the Venue. If any Exhibitor breaches this obligation he will be warned by the Organiser to ensure that no further breach occurs, but if it does, the Organiser may require the Exhibitor to close his Stand immediately until after the closing of the Event without any liability on the part of the Organiser

17. Force Majeure

If the Organiser is delayed in, or prevented from, performing any provision of the Contract as a result of any fire, flood, unavoidable accident, lock out, strike, labour dispute, industrial action of any kind, breakdown of plant or equipment, national calamity or riot, act of God, National Mourning, Outbreak of Disease, the enactment of any act of parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war or national emergency or any other cause or event (whether or not similar to any of the foregoing) outside the reasonable control of the Organiser, such delay or non-performance shall not constitute any breach of the Contract nor will the Organiser incur any liability to any Exhibitor in relation to it

18. Termination of Contract by Organiser

18.1 If any Exhibit:

18.1.1 fails to be set up on or before the due date any sum payable under the Contract; or

18.1.2 fails to observe or perform any of the provisions of the Contract (except for any failure falling within paragraph 18.1.1) and, in the case of a breach capable of being remedied, fails to remedy it immediately after oral or written notice of the breach requiring him to remedy it has been given to the Exhibitor by or on behalf of the Organiser; or

18.1.3 makes any arrangement or composition with his creditors generally or (being an individual) has an interim order (within the meaning of the Insolvency Act 1986) made against him or becomes bankrupt or enters into compulsory or voluntary liquidation or the equivalent or is dissolved or has a receiver and/or manager, administrative receiver, supervisor or administrator or any other Person having similar powers or function appointed over or in relation to the Exhibitor or any part of his assets or undertaking or is unable to pay his debts within the meaning of section 123 or section 268 of the Insolvency Act 1986 the Organiser may, without prejudice to its other rights, terminate the Contract forthwith by written notice to the Exhibitor

18.2 If the Contract is terminated by the Organiser pursuant to paragraph 18.1, the Exhibitor must close his Stand immediately and remove at a time stipulated by the Organiser all Exhibits and other items on or about the Space owned or used by the Exhibitor and thereafter the Exhibitor shall not be entitled to have access to or to use the Space or the Venue as an Exhibitor

18.3 If the Contract is terminated by the Organiser pursuant to paragraph 18.1, without prejudice to the Organiser's other rights and remedies:

18.3.1 the Exhibitor will fully and effectually indemnify and save harmless the Organiser in respect of all costs, expenses, liabilities, loss or damage, including indirect or consequential loss, incurred by the Organiser as a result of such termination or the matter(s) giving rise to it

18.3.2 the Exhibitor will remain liable to pay to the Organiser all sums remaining to be paid by the Exhibitor under the Contract (including without limitation any outstanding balance of the charges payable for the Exhibitor's Space) and all such sums shall become immediately due and payable

18.4 The termination of the Contract will not affect the accrued rights of either party to the Contract. On the termination of the Contract (or, if the Contract is not terminated, by the time specified by the Organiser after the Event has finished), the Exhibitor shall return to the Organiser all furniture and other items included in the Space which the Exhibitor has hired from the Organiser

18.5 Each Exhibitor will fully and effectually indemnify and save harmless the Organiser from and against all claims, proceedings, liabilities, loss, damage, costs and expenses incurred by or brought against the Organiser arising out of or in connection with any non-performance or non-observance by the Exhibitor of any provision of the Contract to which he is a party

19. Cancellation of the Event by the Organiser

19.1 The Organiser will have the right at all times to abandon, cancel, curtail, relocate, delay or suspend the Event in whole or in part if, in the Organiser's opinion, it becomes necessary as a result of any such event or circumstance as is referred to in paragraph 17 or the Organiser shall in its absolute discretion decide to do so. If the Event is relocated, the terms and conditions of the Contract will apply to the Event as so relocated. The Organiser will inform Exhibitors of any such decision by advertisements in newspapers or such other means as the Organiser may decide as soon as reasonably practicable and will not have any liability to any Exhibitor in relation to the Organiser's exercise of its rights under this paragraph 19.1 or any such cancellation, abandonment, curtailment, relocation, delay or suspension (including without limitation any liability, costs, expenses, damage or loss (whether direct, indirect, consequential or otherwise) incurred by any Exhibitor), except as stated in paragraph 19.2

19.2 If the Organiser abandons or cancels the event pursuant to paragraph 19.1 each Contract which then subsists will automatically terminate on the date of such abandonment or cancellation. The Organiser shall not have any liability to the Exhibitor in respect of such termination or cancellation but (subject to clause 19.3) may at its absolute discretion determine to refund all or part of the sums paid by the Exhibitor under the Contract, as the Organiser deems appropriate in the circumstances.

19.3 If the Event is cancelled pursuant to paragraph 19.1 as a result of any National Mourning or Outbreak of Disease no Exhibitor will be entitled to receive any repayment of any sum paid by him to the organiser under the relevant Contract

20. Failure of Services

The Organiser will use its reasonable endeavours to ensure the Supply of the services specified in the Booking Form to be supplied by the Organiser under the Contract but will not incur any liability to any Exhibitor for any loss, damage, liability, cost or expense, nor shall any Exhibitor be entitled to any allowance or refund in respect of any sum paid or payable under the Contract, if any such services shall wholly or partially not be provided or fail or cease to be available

21. Legislation

21.1 Each Exhibitor shall comply in all respects with all applicable legislation (including without limitation all statutory rules and regulations and subordinate legislation and the Health and Safety at Work etc Act 1974) and all rules, regulations and requirements of any Authority or the Venue Owners relating to the Event so far as they apply to the Exhibitor's use of the Space allocated to him, or to the Exhibits and other items located at the Space and all activities of the Exhibitor carried on his Space or elsewhere on the Venue, including without limitation the delivery, unloading and collection of Exhibits and the building, erection and breaking down of Stands. A copy of the Authorities' and Venue Owner's respective rules and regulations may be inspected on request to the Organiser

21.2 Each Exhibitor shall, and must ensure that all of his employees, agents, contractors or other representatives involved in the Event shall, observe in relation to the Event the code of practice, directive or other requirement relating to issued or notified by any of the Authorities or which any of them may require to be observed in relation to noise control and the Venue Owner's fire regulations and policy statement or code of conduct relating to health and safety. A copy of any of the foregoing may be inspected on request to the Organiser

21.3 No Exhibitor may sell or otherwise deal with, or cause or permit any other Person to sell or otherwise deal with, any food or other eatable item or alcohol or other beverage at or from any Space allocated to him or anywhere else at the Venue. Exhibitors may, however, provide free hospitality to visitors to their stands, and use caterers approved by the Venue Owner to do so, provided they comply with all applicable food and hygiene and health and safety legislation and statutory rules and regulations.

21.4.1 If any Exhibitor proposes to use any audio and/or visual equipment or other apparatus ("apparatus") for the purposes of playing sound recordings, showing films or receiving visual images or sounds by electronic means (whether by means of television, video, records, CDs, cassettes or other electronic means), or if an Exhibitor proposes live performances, it is the Exhibitor's personal responsibility to obtain at its own expense all appropriate licences from all relevant holders of copyright or rights in performances protected by the Copyright, Designs and Patents Act 1988, including (but not limited to) the Performing Rights Society Limited of 29 - 33 Berners Street, London, W1P 4AA and Phonographic Performance Limited of Ganton House, 14 - 22 Ganton Street, London, W1V 1LB ("Licensors"). The Organiser will not be responsible for obtaining, and will not seek to obtain, any such licences. Each Exhibitor will promptly produce to the Organiser on request all licences obtained by him from any Licensor and will allow the Organiser to make copies of them. Each Exhibitor will comply with the noise levels set from time to time by the Venue Owner for the Venue

21.4.2 Each Exhibitor undertakes that he will not, and he will not cause or permit any other Person to, play any audio and/or visual material or perform any live performance at the Event without all necessary licences first having been obtained from the relevant Licensors and that he will fully and effectually indemnify and save harmless the Organiser from and against all claims, proceedings, liabilities, loss, damage, costs and expenses brought against or incurred by the Organiser arising out of or in connection with the Exhibitor's failure to obtain or comply with any such licences or any breach of this paragraph 21.4.2

21.4.3 No Exhibitor shall cause or permit any transmission or broadcast of the Event or any part of it to be made by telegraph, telephone, wireless, television, satellite or other means or any visual or sound recording of the Event or any part of it to be made, except in each case with the prior written consent of the Organiser

21.5 It will be the Exhibitors' responsibility to take such steps as may be necessary to protect the patent and other intellectual property rights relating to any prototype or other machinery or equipment they intend to exhibit at the Event

21.6 Each Exhibitor must promptly comply with any requirement of the Organiser that the Exhibitor complies with any hygiene standard or practice which the Organiser deems should be followed with a view to preventing the spread of any disease or noxious substance

21.7 If any alterations or other work restricting the floor space or seating capacity or otherwise interfering with the full use and enjoyment of any Exhibitor's Space are made, done or commenced by or for the Venue Owner arising from any requirement of the Harrogate Borough Council or other competent body or authority, the Contract with that Exhibitor will continue in full force and effect notwithstanding any such alterations or work, and the Organiser shall not be liable to any Exhibitor in relation to any such alterations or work or any interference, restriction, loss or damage arising from them

21.8 No Exhibitor shall raise any objections to or claim any compensation in respect of (and the Organiser will have no liability to any Exhibitor) in relation to any construction, demolition, repair or replacement of any buildings, plant or machinery or the carrying out of any other works of any nature whatsoever or the carrying on of any other activity or undertaking or any vibration, noise, smell or other nuisance arising from them or in relation to them at, under or over or within the Venue or any adjoining premises carried out or done by or for Harrogate Borough Council or other competent body or authority, the Venue Owner or any other person or occupier, and none of the foregoing shall constitute or give rise to any breach of any Contract by the Organiser

22. Fire Prevention

Each Exhibitor must ensure that all appropriate fire precautions are taken on his allocated Space to prevent or deal with fires and comply with all applicable statutory rules and regulations or those of any Authority. In particular, each Exhibitor must ensure that sufficient numbers of suitable fire extinguishers in good working order will be kept at his Space from the time of delivery of any of his Exhibits and until all of his Exhibits and other property are removed from the Space and that at least one of his representatives, who can operate the fire extinguishers, will be present at the Exhibitor's allocated Space at all times when the Event is officially open. All materials used on display work must comply with all applicable rules and regulations of the Authorities. Except as permitted under paragraph 10.7, Exhibitors must not bring onto or use at the Venue any explosive petroleum or other explosive material, any radioactive material or any other item of a noxious or dangerous nature. Exhibitors must notify the Organiser immediately of any accident or injury occurring at his Space or to any of his employees, contractors, agents or other representatives whilst at the Venue

23. Services

23.1 The Organiser may appoint official suppliers or fitters of marquees, Stands and shell schemes to Supply and fit those items at the Venue for the Event and official electricians to carry out any electrical work to be carried out for the supply of electricity to electrical sockets to be used on Stands, and (except as stated in paragraph 23.2) no one other than those official suppliers, fitters or electricians will be allowed to Supply or fit any of those items or carry out any such electrical work unless the Organiser otherwise agrees in writing. Exhibitors must arrange their own contracts with any such official suppliers, fitters and electricians, and the Organiser will not be a party to any such contract and will have no liability to any Exhibitor or any other Person in relation to any such contract or any act or omission on the part of any such supplier, fitter or electrician

23.2 If an Exhibitor has his own marquee he or his contractor may erect the marquee on the Exhibitor's Space with the Organiser's prior written agreement and subject to compliance with the Organiser's requirements and the provisions of paragraph 25

24. Electricity and Water

24.1 Electricity and electrical connections will be supplied by the Organiser as set out in the relevant Exhibitor's accepted Booking Form. If additional electrical work is required by any Exhibitor in respect of the supply of electricity to electrical sockets, he must arrange for it to be done by one of the Organiser's official electricians and obtain the Organiser's prior consent to the work being done. No electricity generators or electrical, gas or other appliance acquiring compressed air may be used on any Space without the Organiser's prior approval

24.2 Water will be available from taps located at various places at the Venue but will not be supplied to Stands by the Organiser. Exhibitors must satisfy themselves as to whether or not the water is fit for drinking. No plumbing or drainage work may be carried out by any Exhibitor without the Organiser's prior consent

25. Contractors

If any Exhibitor wishes to engage any third party to carry out any work or provide any service in relation to the Exhibitor's Space, he must arrange his own contract with the third party. All such work and services must comply with all applicable legislation, rules and regulations, including those of the Authorities and the Venue Owner and the provisions of the Contract, and any breach of the Contract caused by any such third party will be deemed to have been caused by the Exhibitor. If in the Organiser's opinion any such third party is not sufficiently qualified or competent to carry out any work or provide any service, it may require the Exhibitor concerned to arrange for the work to be done or service to be supplied by a third party acceptable to the Organiser

26. Admission

The Organiser reserves the right to refuse any Person admission to the Event without assigning any reason and no refunds will be made for any tickets purchased by any Exhibitor in advance or during the Event

27. Vehicles and Machinery Demonstrations

27.1 Exhibitors must ensure that vehicles used by them or their employees, agents, contractors or other representatives are removed from their Space to the designated car park(s) on each day of the Event by the time specified by the Organiser (and are not brought back to the Space until the time specified by the Organiser) and that they are not parked in any other part of the Venue or on any perimeter road surrounding or leading to the Venue. Without prejudice to the Organiser's other rights (including its right to terminate the relevant Contract under paragraph 18), Vehicles not so removed or parked in the designated car park(s) may be towed away by the Organiser at the relevant Exhibitor's cost and risk

27.2 These Terms and Conditions do not apply to the demonstration of working machinery or equipment by any Exhibitor which will be the subject of a separate contract between the Organiser and the relevant Exhibitor. No Exhibits used or exhibited on any indoor or outdoor Stand may be used to demonstrate working machinery or equipment

28. Data Protection Act 2018

The information concerning Exhibitors contained in their respective Booking Forms and other information relating to the Exhibitors participating in the Event and the Contract will be stored and otherwise processed by the Organiser. By accepting these Terms and Conditions the relevant Exhibitor consents to the storing and other processing of the information relating to him as referred to in this paragraph

29. Miscellaneous

29.1 No amendment or variation of any of these Terms and Conditions will be valid unless agreed to in writing by a director of the Organiser

29.2 Any failure or delay on the part of either party in exercising any right or remedy under the Contract will not be construed or operate as a waiver thereof nor will any single or partial exercise of any right or remedy, as the case may be. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law

29.3 The Organiser may assign, sub-contract or otherwise deal with all or any of its rights and obligations under or in relation to the Contract. The Contract will be binding on and enure for the benefit of the legal successors by operation of law of either party and their respective authorised assigns

29.4 Each Exhibitor shall pay all sums payable to the Organiser under or in relation to the Contract without any deduction and free from any set off, counterclaim or other claim or right

29.5 Any consent, approval or agreement required of the Organiser under the Contract may be given or made subject to compliance with such conditions as the Organiser may in its discretion impose

29.6 The Contract will be governed by the laws of England and Wales and any claims, proceedings or disputes relating to it will be subject to the non-exclusive jurisdiction of the courts of England and Wales

29.7 The provisions of the Contract are severable, and if any provision of it or any part of it is held to be invalid or unenforceable by any court or other body of competent jurisdiction that will not affect the other provisions of the Contract or, as the case may be, the remainder of the relevant provision

29.8 If any Exhibitor consists of more than one Person, any reference to that Exhibitor in these Conditions will be a reference to any such Person and the obligations and liabilities of each such Person under or in relation to the Contract shall be joint and several

29.9 Any notice or claim to be given by either party in relation to the Contract must be in writing and may be given by being personally delivered or sent by pre-paid first class post or facsimile transmission to the relevant party at its address stated in the relevant Booking Form