

# FESTIVAL OF BUSINESS

Essex Chambers  
of Commerce

## BUILDING A GREATER

## ESSEX

### Official Terms & Conditions

#### 1. Definitions

The following definitions and rules of interpretation apply in these Terms and Conditions. **"Application"** the Exhibitor's Booking for the Exhibition Stand Space. **"Business Day"** a day other than a Saturday, Sunday or public holiday in England; **"Contract"** Means together these terms and conditions and the application form. **"Exhibitor"** the person or firm who purchases the Exhibition Stand Space from the Organiser; **"Exhibition"** means the event being organised by the Organiser; **"Organiser"** Means Essex Chambers of Commerce & Industry registered in England and Wales with company number 02981688

#### 2. Basis of contract

**2.1** The Application constitutes an offer by the Exhibitor to purchase the Exhibition Stand Space in accordance with these Conditions. **2.2** The Application shall be accepted when the Exhibitor returns to the Organiser the signed Application at which point, and on which date the Contract shall come into existence ("Commencement Date"). **2.3** Any samples, descriptive matter or advertising issued by the Organiser to the Exhibitor are provided for the sole purpose of giving an approximate idea of the Exhibition described in them. They shall not form part of the Contract or have any contractual force. **2.4** These Conditions apply to the Contract to the exclusion of any other terms that the Exhibitor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### 3. Exhibition Stand Space

**3.1. Occupation of Exhibition Stand Space 3.1.1.** The Exhibitor may be given access to the venue for the purposes of erecting and preparing its exhibit(s) on the afternoon prior to the start of the Exhibition and the Exhibitor shall ensure that all stands are complete and ready for the Exhibition opening. **3.1.2.** For the avoidance of doubt, in the event that the Exhibitor fails to take possession of the Exhibition Stand Space during the Exhibition the Organiser shall be under no obligation to make any refund of Charges already paid. **3.1.3.** The Exhibitor shall be responsible for the fit out of the Exhibition Stand Space. **3.1.4.** An official Festival brochure will be issued. The Exhibitor consents to its particulars (including, but not limited to, the use of relevant trademarks and/or logos as uploaded) being included in the brochure however the Organiser will not be liable for any omissions, mistakes or other errors in the brochure. **3.1.5.** The Exhibitor shall not remove any items or leave the Exhibition Stand Space at any time during the Exhibition without the prior consent of the Organiser. **3.2. Removal of Exhibits 3.2.1.** All exhibits/goods must be removed from the Exhibition Stand Space by the Exhibitor immediately after the Exhibition officially closes. **3.2.2.** The Exhibitor acknowledges that the Organiser is under obligation to vacate possession of the venue immediately following the close of the Exhibition. In the event that the Exhibitor fails to comply with its obligations under this clause, the Organiser may arrange at the expense of the Exhibitor to remove any items left in the venue by the Exhibitor. **3.3. Sub-Letting.** The Exhibitor may not sub-let or sub-licence or in any other way part with possession of or share the Exhibition Stand Space without the prior consent of the Organiser. **3.4. Alteration to Floorplan 3.4.1.** Whilst the Organiser will use all reasonable endeavours to ensure that the Exhibition Stand Space is located in the area of the venue as set out in the floor plan, the Organiser reserves the right at its sole discretion to re-locate the Exhibition Stand Space to a different area of the venue before commencement of the Exhibition. The Organiser shall advise the Exhibitor of such change as soon as reasonably possible. **3.5. Postponement of Exhibition.** In the event that the Organiser is forced to alter the date(s), duration or venue or any of the other arrangements relating to the Exhibition the Organiser may re-arrange an event similar to the Exhibition at a similar venue and within a reasonable period of time and, in such event, this Contract shall remain in force and the Organiser shall be under no obligation to refund the Charges.

#### 4. Exhibitor's obligations

**4.1.** The Exhibitor shall: **4.1.1.** ensure that the terms of the Application are complete and accurate; **4.1.2.** co-operate with the Organiser in all matters relating to the Exhibition Stand Space; **4.1.3.** to provide the Organiser with such information and materials as the Organiser may reasonably require in order to supply the Exhibition Stand Space and ensure that such information is complete and accurate in all material respects; **4.1.4.** to provide as requested by the Organiser the information and/or documents including any content required by the Organiser for promotion or other media purposes relating to the Exhibition. The Exhibitor shall be responsible for any material or content provided. The Organiser will not under any circumstances review or check such materials or content for accuracy; The Exhibitor is responsible for creating, clearing and providing the Content to the Organiser for the Exhibition; **4.1.5.** ensure all material provided to the Organiser or supplied directly during the Exhibition is accurate and is not offensive, abusive, indecent, defamatory, obscene or otherwise inappropriate for use for such purpose by the Organiser; **4.1.6.** obtain and maintain all necessary licences, permissions and consents which may be required to exhibit at the Exhibition; **4.1.7.** comply with all applicable laws, including health and safety laws at the Exhibition as provided to the Exhibitor from time to time by either the Organiser or the Venue; **4.1.8.** the Exhibitor acknowledges that the Exhibition is intended to be of a high standard in all respects and for the Organiser's own benefit and that of the other exhibitors and all visitors to the Exhibition the conduct of the Exhibitor and the content of its exhibits shall accord at all times with these high standards; **4.2.** If the Organiser's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Exhibitor or failure by the Exhibitor to perform any relevant obligation. The Organiser shall not be liable for any costs or losses sustained or incurred by the Exhibitor arising directly or indirectly from the Organiser's failure or delay to perform any of its obligations as set out in this clause, and the Exhibitor shall reimburse the Organiser on written demand for any costs or losses sustained or incurred by the Organiser arising directly or indirectly from the Exhibitor Default.

#### 5. Insurance

The Organiser does not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Event premises by the Exhibitor. The Exhibitor releases from and indemnifies the Organiser against any liabilities in respect of any loss or damage to the exhibits or any other property brought to the Venue and the Exhibitor shall affect insurance on a full 'All Risks' basis for a sum insured equivalent to the full value of all exhibits and other property brought to the Event. The Exhibitor shall provide proof of adequate cover, if requested, to meet the insurance requirements concerning Insurance of Exhibits, Postponement or Abandonment, and Failure to Vacate. The Exhibitor must provide to the Organiser a copy of its public liability insurance certificate to the value of £2M by the required date specified.

#### 6. Charges and payment

**6.1.** The Charges for the Exhibition Stand Space are set out in the Application. **6.2.** The Exhibitor shall pay the Rental, if applicable, to the Organiser online at the time of booking. Alternatively, within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Organiser and confirmed in writing to the Exhibitor;

and **6.3.** The Exhibitor shall pay each invoice submitted by the Organiser in full and in cleared funds to a bank account nominated in writing by the Organiser, and time for payment shall be of the essence of the Contract. **6.4.** All amounts payable by the Exhibitor under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). **6.5.** If the Exhibitor fails to make a payment due to the Organiser under the Contract by the due date, after 14 days of the payment due date the balance is not settled, the Organiser will cancel any booking and reallocate the exhibition space. **6.6.** Non-arrival on the date of the event 100% of the total fee is payable. Contracted events cannot be transferred to the following event unless agreed by the company. Charges may apply. In order to be eligible to transfer the contract the Exhibitor shall pay the full amount within the original term otherwise the transfer is not applicable, and the original terms are applicable. **6.7.** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. Cancellation**

**7.1.** The Exhibitor shall only be entitled to cancel the Exhibition Stand Space booking at the Exhibition by giving notice in writing via email to the Organiser. **7.2.** Cancellation terms as follows: **7.2.1.** 100% of the Exhibition Stand Space Charge will be refunded if the Exhibitor cancels within 30 business days (6 weeks) before the opening date of the Exhibition; **7.2.2.** 0% for the Exhibition Stand Space will be refunded if the Exhibitor cancels 30 business days (6 weeks) or less before the opening date of the Exhibition. **7.3.** The Organiser shall be entitled to cancel the Exhibitor's booking of the Exhibition Stand Space at the Exhibition (and if the Exhibition as already commenced) to expel the Exhibitor from the Exhibition in the following circumstances: where any sum due from the Exhibitor under the Contract remains outstanding after the due date for payment; or where the Exhibitor fails to comply with any of its obligations under the Contract.

## **8. Intellectual property rights**

**8.1.** All Intellectual Property Rights in or arising out of (other than Intellectual Property Rights in any materials provided by the Exhibitor) shall be owned by the Organiser. **8.2.** The Organiser grants to the Exhibitor, or shall procure the direct grant to the Exhibitor of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Materials (excluding materials provided by the Exhibitor) for the purpose of exhibiting at the Exhibition. **8.3.** The Exhibitor grants the Organiser a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Exhibitor to the Organiser for the term of the Contract for the purpose of providing the Exhibition Stand Space to the Exhibitor. **8.4.** The use, reproduction, distribution or transmission of the Content, including any exercise of the licence under this clause by the Organiser will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, patent, trade mark, trade secret, or other proprietary right, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy or rights of celebrity, infringement of any discrimination law, securities law or regulation, or of any other right of any person or entity. **8.5.** The Exhibitor shall be responsible for and shall indemnify the Organiser in respect of any claim relating to the payment of any fees or royalties of any works reproduced by the Exhibitor in connection with its exhibit(s) at the Exhibition

## **9. Data protection and data processing**

**9.1.** The Exhibitor and the Organiser acknowledge that for the purposes of the Data Protection Act 1998, the Exhibitor is the Data Controller and the Organiser is the data processor in respect of any Personal Data. **9.2.** The Exhibitor acknowledges that the Organiser is reliant on the Exhibitor for direction as to the extent to which the Organiser is entitled to use and process the Personal Data. Consequently, the Organiser will not be liable for any claim brought by a Data Subject arising from any action or omission by the Organiser, to the extent that such action or omission resulted directly from the Exhibitor's instructions. **9.3.** Privacy **9.3.1.** By signing the Contract to Exhibit Form the Exhibitor is consenting, under all relevant data protection legislation, to the Organiser communicating with Exhibitors by telephone, email and by post and using its personal information for the following purposes, namely: for the Organiser's internal purposes which will include accounts processing, Internal analysis of Exhibitors, inviting Exhibitors to other events organised by the Organiser or its group. **9.3.2.** In some circumstances, the Organiser may be legally required to disclose your personal information, because a court, the police, another judicial or law enforcement body, or government entity has asked us for it.

## **10. Indemnity**

**10.1** The Exhibitor shall indemnify the Organiser against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Organiser arising solely out of: **10.2** The Exhibitor's infringement of a third party's intellectual property rights due to the Exhibitor materials provided by the Exhibitor to the Organiser; **10.3** Any claim made against the Organiser by a third party arising out of or in connection with the Exhibitor's materials or actions at the Exhibition, but only to the extent that such claim arises out of the Exhibitor's own actions, materials or negligence.

## **11. Limitation of Liability**

**11.1** The Exhibitor's liability to the Organiser, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract, shall be limited to: **11.1.1** damages directly caused by the Exhibitor's materials or actions; **11.1.2** infringement of a third party's intellectual property rights due to the Exhibitor's materials; **11.1.3** any claim made against the Organiser by a third party arising out of or in connection with the Exhibitor's materials or actions at the Exhibition, but only to the extent that such claim arises out of the Exhibitor's own actions, materials or negligence. **11.2** The Exhibitor's total liability to the Organiser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract, shall be limited to the total Charges paid under the Contract. **11.3** The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract. **11.4** This clause shall survive termination of the Contract.

## **12. General**

**12.1.** The Organizer shall not be liable to the Exhibitor for any loss or damage arising directly or indirectly as a result of a Force Majeure Event. **12.2.** The Exhibitor shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Organiser. **12.3.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract. **12.4.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties. **12.5.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. **12.6.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable **12.7.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company). **12.8.** The Contract shall be governed by and construed in accordance with English law.