



## THE ROYAL NORFOLK SHOW

### TRADE STAND OPERATORS TERMS AND CONDITIONS

#### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

##### 1.1 Definitions:

**"Application Form"** means the application form provided by the Association for applicant trade stand operators wishing to exhibit and take a Stand at the Show.

**"Association"** Royal Norfolk Agricultural Association, a company limited by guarantee registered in England and Wales with company number 01817702.

**"Build-Up"** means the period during which trade stand operators and the Association (including their employees, agents and contractors) construct and position Stands prior to the Show Opening.

**"Breakdown"** means the period during which trade stand operators and the Association (including their employees, agents and contractors) are deconstructing Stands following Show Closing.

**"Business Day"** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Commencement Date"** has the meaning given in clause 2.2.

**"Conditions"** these terms and conditions as amended from time to time in accordance with clause 16.3.

**"Contract"** the contract between You and the Association for the hire of a Stand and associated facilities at the Show formed in accordance with clause 2 of these Conditions and incorporating those terms and conditions as set out in clause 2.4 of these Conditions.

**"Control"** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**"Deposit"** the booking deposit amounting to 25% of the Stand Fees which is payable by You at the point at which Your Application Form is accepted by the Association.

**“Force Majeure Event”** means any circumstance not within the reasonable control of the Association including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic (including circumstances or events outside of the reasonable control of the Association arising out of or in connection with the Covid-19 pandemic and related variants of that virus);
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident;
- g) any labour or trade dispute, strikes, industrial action or lockouts;
- h) non-performance by suppliers or subcontractors; and
- i) interruption or failure of utility service.

**“Licensable Activities”** the sale of alcohol by retail, the provision of regulated entertainment and the provision of late night entertainment as defined in the Licensing Act 2003 which for the avoidance of doubt shall include the performance of a play, an exhibition of a film, indoor sporting event, boxing or wrestling entertainment, performance of live music, any playing of recorded music and performance of dance.

**“Payment Dates”** means the date(s) by which the Stand Fees must be received, as specified in the Application Form and the Trade Stand Guidelines provided to You.

**“Review Date”** means the end of April in each year prior to Show Opening

**“Set Up Pass”** a pass issued by the Association to trade stand operators allowing vehicle access to the Showground for the purpose of Build Up, Breakdown and also restocking at certain permitted times.

**“Show”** means the Royal Norfolk Show which the Association hosts (usually annually) at the Showground and includes the period of the Show, including the Build Up and Breakdown of Stands and Exhibits, and also the total area occupied by the Show.

**“Showground”** the Norfolk Showground Dereham Road, New Costessey, Norwich, Norfolk, NR5 0TT

**“Show Closing”** means the date and time when the Show finally closes to Visitors.

**“Show Opening”** means the date and time when the Show first opens to Visitors.

**“Stand”** means a structure erected by the Association and/or by You on which You are permitted to display, exhibit or promote Your products and/or services at the Show.

**“Stand Fees”** means those sums which You agree to pay the Association in return for the allocation and provision of a Stand at the Show

**“Trade Stand Licensing Terms”** the additional terms and conditions applicable to those trade stand operators who wish to carry out Licensable Activities at the Show.

**“Visitors”** means any member of the public attending the Show.

**“You”, “Your”** means the individual, firm, company, organisation or other legal entity which enters into a legally binding agreement with the Association to be a trade stand operator at the Show

## 1.2 Interpretation:

1.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:

1.2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and

1.2.1.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. **Basis of contract**

2.1 By submitting the Application Form to the Association You make an offer to take a Stand at the Show; acceptance of this offer by the Association shall create a legally binding Contract.

2.2 The Contract shall only be deemed to be accepted when the Association issues written acceptance of the Application Form at which point and on which date the Contract shall come into existence (**Commencement Date**).

- 2.3 You warrant to the Association that the information supplied in Your Application is correct and not misleading. Any incorrect information or unauthorised signatures shall be at Your expense and risk.
- 2.4 The Contract between You and the Association shall be subject to the terms and conditions of: 1) the Application Form; 2) these Conditions; 3) the Trade Stand Licensing Terms (if applicable) and 4) the Trade Stand Guidelines. In the event of a conflict between the terms of any of these documents forming the Contract, the precedence of their respective terms shall be in the order appearing above in the preceding sentence.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.6 The Association shall not be bound by any contrary, different or additional terms or conditions contained or referred to in any purchase order documentation from You or in correspondence or other documents no matter where they come from; nor shall the Association agree to any addition or alteration to the Contract or substitution of terms unless expressly accepted by an authorised person in writing.

### **3. Exclusivity and Show Layout**

- 3.1 The Association will not grant exclusivity to any person, firm or company to market or sell goods or services at the Show, however it reserves the right to limit the number of similar Stands to ensure variety for Visitors and shall have the discretion to refuse permission to exhibit any product or service or a brand or manufacturer of a particular product or service which it regards (at its sole discretion) to be adequately represented.
- 3.2 No guarantees are made to any trade stand operator regarding retaining or moving to a preferred Stand position or plot size.
- 3.3 The Association reserves the right to move any Stand at any time. Whilst the Association will make every reasonable effort not to make changes to the location of the Space allocated to You, You expressly understand and agree that the Association has the discretion to alter the layout of the Show should the Association deem it necessary in the interests of the Show, trade stand operators or Visitors, or where the Association deems it otherwise necessary or desirable to do so, without being liable for any loss or liability to You.

### **4. Your Stand**

- 4.1 You are only permitted to conduct business within the boundary lines of your Stand.
- 4.2 Visitors must not be directly approached outside of Your Stand lines and You are only permitted to display, exhibit or promote Your products and/or services within the space of the Stand.

- 4.3 Any borders, flooring, carpet, fencing or other items used to highlight the edges or area of Your Stand must not be placed beyond your Stand boundary line.
- 4.4 You are only permitted to exhibit, display or sell those goods and/or services listed on Your Application Form. If You wish to make any changes to the scope or specification of the goods and/or services listed on Your Application Form after it has been accepted and the Contract formed, You must gain the express prior written consent of the Association from the Commercial Coordinator. You acknowledge that there is no guarantee that any such request will be accepted and any requests that are accepted may be subject to the relocation of Stand space.
- 4.5 If you have a static vehicle(s) as part of your Stand or you wish to park a vehicle within Your Stand space, You will need a D Pass for each vehicle prior to Show Opening. You must also ensure that Your Application Form makes application for sufficient space to accommodate all vehicles.
- 4.6 If You wish to have a caravan or tent set up outside of Your Stand space then You will require a Static (S) Pass for each caravan or tent prior to Show Opening. If You camp on the Showground without a Static (S) Pass will receive a charge of £100 and the vehicle/tent will be dismantled removed by the Association (or its security contractors).
- 4.7 The Association does not accept liability if you are unable to park Your vehicle due to the size of Your Stand or due to other exhibitors setting up before You arrive. It is Your responsibility to ensure that vehicle(s) are parked within the confines of Your Stand and if there is not sufficient room, the vehicle must be parked within a public car park and the relevant parking passes purchased
- 4.8 Failure to comply with the provisions of this clause 4 may result in the Association suspending Your right to operate a Stand at the Show until such time as You remedy any default or breach and it may also result in the Association issuing a monetary fine for such breach or default.

## **5. Build Up and Breakdown and Vehicle Access**

- 5.1 Build Up and Breakdown must be carried out strictly within the times and days specified by the Association in the Trade Stand Guidelines.
- 5.2 During Build Up and Breakdown You must not rope off any areas beyond your Stand boundary line and must at all times avoid blocking the pathways and roads to ensure the continued flow of traffic around the Showground.
- 5.3 All vehicles requiring access to the Showground during Build Up, Breakdown and for the purposes of restocking during certain specified restocking times must have a Set Up Pass. The Set Up Pass must be clearly displayed on the dashboard and must only be used on the vehicle to which it relates. Vehicles without a Set Up Pass will not be allowed on the Showground site.
- 5.4 The Association will allocate You with a number of Set Up Passes based on the information provided in Your Application Form. Any additional Set Up Passes must be obtained in advance from

the Association prior to Show Opening. No additional Set Up Passes will be available to purchase at the Gate during Build Up.

## **6. Stand Fees and Payment**

- 6.1 The Stand Fees and any other sums You are required to pay to the Association are quoted exclusive of VAT. VAT must be paid in addition to those sums at the prevailing rate.
- 6.2 You accept the obligation to pay the Stand Fees which must be paid in accordance with the Payment Dates.
- 6.3 If You notify the Association of a reduced requirement for Stand space after the Review Date preceding the Show then the You shall remain liable to pay the Stand Fees for the size of the Stand originally allocated.
- 6.4 Where You wish to increase the size of Your Stand, then subject to the Association having such additional space available and agreeing to amend the Contract, You acknowledge that a supplementary invoice for the increased Stand Space shall be issued to You and payment shall become due in line with Payment Dates.
- 6.5 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).
- 6.6 The Association must receive the Stand Fees (or that part thereof) by the relevant Payment Date in cleared funds. If the cheque or other payment submitted by You does not clear or is refused by the Association's bank for payment, the Association may at their discretion re-present it and then make an administrative charge of £100 plus VAT per refusal.
- 6.7 If You fail to make a payment due to the Association under the Contract by the due date, then, without limiting or prejudicing any other right or remedy which the Association may have, the Association may charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.8 If You do not pay Your Stand Fees when due then, without prejudice to any other right or remedy which the Association may have, the Association may (at its sole discretion) terminate the Contract with immediate effect on written notice at any time before or during the Show.

## **7. Licensable Activities**

- 7.1 If You wish to carry out any Licensable Activities on Your stand such as supplying or selling alcohol or providing entertainment, You must note this in Your Application Form. The Association has sole discretion to permit or refuse any application to undertake Licensable Activities at the Show.

7.2 Trade stand operators undertaking Licensable Activities will come under the Association's Premises Licence for the Norfolk Showground. As such if the Association provides its consent for You to undertake Licensable Activities on Your Stand then You are required to strictly adhere to the Trade Stand Licensing Terms.

7.3 If we agree that you can sell or promote the sale of alcohol, you will be required to complete an additional document. These will be sent to you directly. As a caterer you are accountable for abiding by our rules regarding responsible drinking:

- Respect the 'Under 21 Rule' and do not be afraid to ask customers for proof of age
- It is illegal to purchase alcohol for anyone under the age of 18
- It is illegal to supply alcohol to anyone under the age of 18
- It is illegal for anyone under the age of 18 to knowingly consume alcohol
- Please do not serve alcohol to anyone who appears intoxicated
- Only plastic or toughened glass is allowed, and bottled beers must be decanted

7.4 Any breach of the Trade Stand Licensing Terms by You shall be a material breach of the Contract and without limiting or prejudicing any other right or remedy which the Association may have, could result in the Association revoking its permission for You to operate its Stand at the Show (and any future Shows).

7.5 The Association reserves all rights to require You to cease operation of a Stand with immediate effect for non-compliance with Trade Stand Licensing Terms or any non-observance by You of any orders or instructions given by the Association in connection with the Trade Stand Licensing Terms.

## **8. Your exhibiting obligations**

8.1 You must co-operate with the Association in all matters relating to the Show and comply with all reasonable orders or directions given by the Association (including its employees, agents, consultants and subcontractors) in respect of the Show and Your activities on the Stand.

8.2 You warrant to the Association that You shall, in respect of Your activities on the Stand (and Your display, exhibit or promotion of products and/or services on Your Stand):

8.2.1 comply with all applicable laws, rules and regulations, whether national or local, including (but not limited to) those applicable to the advertising, promotion or sale and supply of goods and/or services, the Equality Act 2010, licensing laws and regulations, laws applicable to employment rights, hygiene and food safety laws and all applicable health and safety laws, rules and regulations;

8.2.2 obtain all requisite licences and permits necessary for Your participation in the Show.

- 8.3 Unless expressly authorised in writing by the Association in advance, You are not permitted to do any of the following:
- 8.3.1 hand out promotional leaflets/products around the Showground or car parks;
  - 8.3.2 place signs/boards/advertising materials anywhere on the Showground outside of your Stand space;
  - 8.3.3 move into the avenues to encourage Visitors to your Stand;
  - 8.3.4 make charitable collections around the Showground or car parks.
- 8.4 If You are a charity wishing to make appeals for funds or raise funds or if You wish to fundraise on behalf of a charity You must first obtain permission from the Commercial Coordinator. Permission is normally only granted if the appeal or fundraise is staged within a meaningful display about the charity's objectives. Where permission is given, collections can only be made within the boundary lines of Your Stand space.
- 8.5 The use of sale or clearance signage and promotions are not permitted at the Show. You are permitted to make special Show offers however these must be clearly advertised as such
- 8.6 If You wish to sale or display second-hand goods and vehicles on Your Stand then You must specify this on Your Application Form and You acknowledge that this remains subject to the approval of the Association by the Commercial Coordinator.
- 8.7 In the event that the Association discovers exhibits or promotional material being used by You on Your Stand which in the Association's reasonable opinion do not, or may be perceived not to, comply with these Conditions then it may require You to remove such exhibits and/or material. If You fail to do so, the Association may take such steps at Your expense and risk to remove such exhibits or material and ask You to immediately vacate the Show. For the avoidance of doubt, non-cooperation by You in such circumstances shall be a material breach of the Contract.

**9. Sub-letting or sharing Stands**

- 9.1 You shall not without the Association's express prior written consent:
- 9.1.1 transfer, re-let, assign or sublet the whole or any part of the Stand (whether for monetary value or otherwise); or
  - 9.1.2 permit the Stand (or any part) to be used or shared by any other person for business or other advantage; or
  - 9.1.3 make use of any Stand for any purpose other than the promotion and display of exhibits (as approved by the Association through acceptance of Your Application Form) or to conduct business or engage with Visitors.

**10. Health & Safety and Your conduct obligations**

10.1 Notwithstanding the provisions of clause 8.2, You must comply with the following provisions to ensure the safety and protection of all Visitors, fellow Stand operators, Association employees, agents and contractors and other persons on site at the Showground during the Show:

**Fire Safety**

- 10.1.1 In accordance with fire safety laws, You must ensure that Your Stand is equipped with firefighting facilities, which must be easily accessible and well maintained.
- 10.1.2 No exposed flame or heat source should be placed near to canvas or other combustible material.
- 10.1.3 The Association requires (on the advice of the Norfolk Fire Safety Officer) that all tents which have a depth of 9m or more must have at least two fire exits.

**Gas Cylinders**

- 10.1.4 Liquid propane gas (LPG)/propane/butane cylinders must be stored in a well-ventilated position in the open air, with no obstructions in the vicinity to impede ventilation.
- 10.1.5 Gas cylinders should be firmly secured in a vertical position on firm level ground, at least 1 metre from any building or unauthorised interference.
- 10.1.6 Every gas cylinder storage area must be enclosed in a lockable compound of robust wire mesh or similar. Cages or surrounds made of wood or other combustible materials are not acceptable. If practicable, only fixed piping should be used.
- 10.1.7 Gas cylinders and other combustible substances are not permitted in the food hall;

**Generators**

- 10.1.8 Stand-alone generators are not permitted inside the Showground.

**Guns, knives and offensive weapons**

- 10.1.9 The sale or display of all guns, knives and offensive weapons, whether real, imitation weapons or toys is strictly prohibited except by a licensed gun dealer. This also includes, but is not restricted to 'BB' guns, water pistols, catapults, bows & arrows.
- 10.1.10 If You are found selling or displaying such items without the express prior written consent of the Association then You will be asked to immediately withdraw them and the Association may require You to leave the Showground.

### **Wood burners, Firepits and Barbecues**

- 10.1.11 The use of lit firepits or barbecues is not permitted within the Showground.
- 10.1.12 The use of naked flames including candles and other similar items of any type are not permitted on Stands.
- 10.1.13 Wood burners are permitted if they form part of a legitimate trade stand demonstration and all necessary safety controls are in place. If You wish to have a wood burner on Your Stand You must note this on Your Application Form. If approved, the Stand may be subject to the relocation to a more appropriate area of the Showground

### **Flags and signage**

- 10.1.14 Flagpoles, banners and signs must be securely installed within the allocated boundaries of Your Stand and must not obstruct the view of any adjoining Stand.
- 10.1.15 The Association reserves the right to request that any flagpoles, banners, or signs are taken down and removed if they are unsafe or a nuisance.
- 10.1.16 You must not be place Signs anywhere else on the Showground other than Your Stand
- 10.1.17 Signs must not be used on the sides or rear of Stands, or obscure exhibits or other signs on neighbouring Stands.

### **Animals and Animal welfare**

- 10.1.18 The Association must be notified at the time of submitting Your Application Form if you intend to have animals on your Stand. Animals can not be added at a later date.
- 10.1.19 All decisions whether to permit animals on Your Stand (and any changes to the number or scope of permitted animals) shall be at the sole discretion of the Association.
- 10.1.20 All animals subject to movement control, animal performance licenses, disease-free certification and additional relevant bio security information must be accompanied at the show by the appropriate documentation. All appropriate documentation must be submitted and approved by the end of April. Bio-security forms will be forwarded and must be completed and returned to the Association by no later than the April before Show Opening.
- 10.1.21 The Association's Show Holding Number is 28/207/8107
- 10.1.22 All animals could be subject to a vet check at any time throughout the show at our discretion.

- 10.1.23 Due to the number of livestock/horses on the Showground You are not permitted to sell or give away balloons from the Stand.
- 10.1.24 You may have balloons as part of your Stand display, but these must be firmly secured to avoid accidental release.
- 10.1.25 You are not permitted to use drones or any form of aerial advertising without the express prior written consent of the Association.

### **Radios**

- 10.1.26 If You need to use two-way radios during the Show, You must inform the Association of the frequencies and equipment intended to be used.
- 10.1.27 The Association reserves the right to restrict the number of frequencies and power of the equipment.
- 10.1.28 If Your frequency interferes with the Association's equipment You will be asked to change it.

### **Employment of Children**

- 10.1.29 Children under the age of 13 must not be employed at the Show.
- 10.1.30 If you intend to employ or engage any child aged between 13-16, you should download an Employee Notification Form from the Children's Services section of the Norfolk County Council website [www.norfolk.gov.uk](http://www.norfolk.gov.uk) (section entitled Activities for Children & Young People).

### **Equality and Disabled access**

- 10.1.31 You must ensure that You treat all Visitors and other persons on site at the Showground with respect and fairly and in accordance at all times with the Equality Act 2010 so as not to discriminate against any persons.
- 10.1.32 Under the Equality Act 2010, everyone has the right to have access to Your Stand.
- 10.1.33 Should you have any queries regarding this, please refer to the Equality & Human Rights Commission: 0845 604 6610 or [www.equalityhumanrights.com](http://www.equalityhumanrights.com)

### **Noise**

- 10.1.34 The volume of any audio equipment or music that You use as a sales aid or attraction must be kept at a controlled level to avoid annoying or causing alarm or distress to Visitors, animals or other exhibitors.

- 10.1.35 You must also take care that the volume of active demonstrations (tools, chainsaws, machinery, musical instruments etc) does not cause annoyance or causing alarm or distress to Visitors, animals or other exhibitors.
- 10.1.36 You must ensure that noise levels are maintained at levels which allow surrounding stands to conduct a conversation without raised voices.
- 10.1.37 You are not permitted to use microphones or loudhailers to sell or demonstrate Your goods or services.
- 10.1.38 The Association's Head Trade Stand Steward's decision on an acceptable level of noise is final. If volumes are increased following a decision, the Head Steward can ban the use of equipment or stop any activity for the remainder of the Show.

## **11. Insurance**

- 11.1 During the term of the Contract You must maintain in force the following insurance policies (**Insurance Policies**) with reputable insurance companies to cover Your activities on Your Stand:
  - 11.1.1 Public Liability insurance with a limit of at least £2,000,000 in respect of any one occurrence;
  - 11.1.2 Products Liability Cover with a limit of indemnity of no less than £5,000,000 per annum; and
  - 11.1.3 If You are a firm or organisation which employs people who will be working on site at the Showground with You, You must also hold Employer's Liability Insurance with a limit of indemnity of no less than £5,000,000.
- 11.2 You are required to upload the policy documentation for the Insurance Policies at the time of submitting Your Application Form.
- 11.3 The Insurance Policies should contain no inner limits of indemnity other than those specified in clause 11.1 and should contain an Indemnity to Principal clause.
- 11.4 You must ensure that the terms of the Insurance Policies are observed and that the policies are kept in force and premium payments kept up to date.
- 11.5 You must inform the Association immediately if the Insurance Policies are altered in any way, become invalid, or are cancelled or terminated.
- 11.6 You are advised that the Association and its insurers will not be liable for any loss or thefts of property which You may suffer whilst on site at the Showground and therefore You are advised to ensure You have your own insurance to cover such events or losses.

**12. Limitation of liability**

- 12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 Nothing in this clause 12 shall limit Your payment obligations under the Contract.
- 12.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 12.3.1 death or personal injury caused by negligence;
  - 12.3.2 fraud or fraudulent misrepresentation; and
  - 12.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.4 Subject to clause 12.3, the Association's total liability to You for all loss or damage shall not exceed the Stand Fees paid by You in respect of the edition of the Show at which Your claim for loss or damage has arisen.
- 12.5 Subject clause 12.3, this clause 12.5 sets out the types of loss that are wholly excluded:
- 12.5.1 loss of profits.
  - 12.5.2 loss of sales or business.
  - 12.5.3 loss of agreements or contracts.
  - 12.5.4 loss of anticipated savings.
  - 12.5.5 loss of use or corruption of software, data or information.
  - 12.5.6 loss of or damage to goodwill; and
  - 12.5.7 indirect or consequential loss.
- 12.6 Unless You notify the Association that You intend to make a claim in respect of an event within the notice period, the Association shall have no liability for that event. The notice period for an event shall start on the day on which You became, or ought reasonably to have become, aware of having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.7 This clause 12 shall survive termination of the Contract.

**13. Termination**

13.1 Without affecting any other right or remedy available to it, the Association may terminate the Contract with immediate effect by giving written notice to You if:

13.1.1 You commit a material breach of any term of the Contract;

13.1.2 You fail to pay any amount due under the Contract on the due date for payment;

13.1.3 You take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of Your assets or ceasing to carry on business;

13.1.4 You suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of Your business; or

13.1.5 Your financial position deteriorates to such an extent that in the Association's opinion the Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy or

13.1.6 You (being a corporate entity) undergo a change of Control.

**14. Cancellation or postponement of the Show due to a Force Majeure Event**

14.1 In the event that the Association is required to cancel, close or postpone all or part of the Show because of a Force Majeure Event, then the Association may terminate the Contract by serving a written notice on You ("**Force Majeure Cancellation Notice**") at any time before the Show.

14.2 In the event that a Force Majeure Cancellation Notice is served:

14.2.1 on or before the Review Date the Association will issue to You as credit (**Credit**) the Stand Fees which have already been paid by You less the Deposit which is non-refundable.

14.2.2 after the Review Date the Association will:

14.2.2.1 either pay to You by way of refund or issue You Credit 50% of the Stand Fees which have already been paid by You;

14.2.2.2 with the remainder of any Stand Fees paid (including the Deposit) being non-refundable.

- 14.3 Any Credit issued by the Association pursuant to clauses 14.2 may be redeemed by You against any Stand Fees payable for the next edition of the Show organised by the Association.
- 14.4 Once issued Credit is non-transferable and may not be exchanged for a cash refund.
- 14.5 The Association shall have no further liability to You in respect of any cancellation or postponement of the Show by reason of a Force Majeure Event other than as set out in this clause 14

**15. Consequences of termination**

- 15.1 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the Association that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract by You which existed at or before the date of termination or expiry.
- 15.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

**16. General**

- 16.1 **Assignment and other dealings.** You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of Your rights and obligations under the Contract.

16.2 **Entire agreement.**

16.2.1 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.

16.2.2 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.

- 16.3 **Variation.** 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 (or their authorised representatives).

- 16.4 **Waiver.** A waiver of any right or remedy by the Association under the Contract or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by the Association to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict

any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law by the Association shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

16.6 **Notices.**

16.6.1 Any notice given 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. Notices to the Association must be sent to its registered office. The Association shall send notices to You at the address provided by You in Your Application Form.

16.6.2 Any notice shall be deemed to have been received:

16.6.2.1 if delivered by hand, at the time the notice is left at the proper address; or

16.6.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

16.6.3 This clause 16.6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16.7 **Third party rights.**

16.7.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

16.9 **Jurisdiction.** You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.