

TERMS & CONDITIONS

DEFINITIONS

In these Terms and Conditions the following expressions shall, unless the context otherwise requires, have the following meanings:

Contract for Space means the binding contract relating to the acceptance by the Organiser of the application for Space by the Exhibitor in accordance with clause Contract of Space below;

Agreement means the agreement between the Exhibitor and the Organiser for the Exhibitor to occupy space at the Exhibition contained in the Contract, these Terms and Conditions and the Additional Regulations.

Exhibition means Handmade at Kew including any sectional exhibition associated with it.

Exhibitor means any person to whom space at the Exhibition shall have been allotted under the Contract and shall include all staff, employees, servants and agents of such person.

Exhibit means any article so described by the Exhibitor and permitted by the Organiser to be exhibited.

Venue means the Exhibition Venue in which the Exhibition will take place.

Organiser means Handmade in Britain and/or others appointed by them to organise the Exhibition together with their agents, servants and workmen.

Space means the area allotted to the Exhibitor by the Organiser.

Stand means all erections on the Space.

DURATION OF EXHIBITION AND TIME TABLE

Details of the times and dates of:

The Exhibition;

The Open Hours;

Installation Period;

The dismantling Period are or will be as situated by the Organiser in the Exhibition Manual or otherwise.

CONTRACT OF SPACE

Applications for space must be made on the Organiser's official Space application form which is provided by the Organiser from time to time. The Organiser may at its sole discretion accept applications by other means. In any event, these Terms and Conditions shall apply to all applications of Space.

The Organiser reserves the right to accept or reject any application for Space from any potential Exhibitor, whether or not the application has been made on the Organiser's standard form and whether or not all or part of the payment for Space has been made.

A binding Contract For Space shall come into force only when the Exhibitor has signed a written acceptance of a particular Exhibitor's application for Space and has sent that written acceptance to that Exhibitor.

The Organiser is not bound to accept an application for Space from a potential Exhibitor for the Exhibition even if it has accepted an application for Space from that Exhibitor for another exhibition. There is no automatic right for an Exhibitor to participate in any subsequent exhibition.

Signatory on Contract For Space means the person or persons signing the exhibition space contract 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 Organiser that such person or persons did not have such authority.

OCCUPATION OF STAND

Subject to the rights of the Organiser in this Agreement, the Exhibitor shall have a licence to occupy the Space for the purpose of displaying Exhibits and other articles, items and materials within the scope of the Exhibition for the duration of the Exhibition.

The Exhibitor shall install its Exhibits, articles, items, materials and Stands during the Installation Period and remove its Exhibits, articles, items, materials and Stands during the Dismantling Period.

The Organiser and the Venue Owner shall be permitted to have access to the Stand and the Space at all times.

PAYMENT

The Exhibitor shall pay the organiser in accordance with the payment details set out in the Contract for Space.

Deposit:

Once your application is successful, you will be required to confirm your acceptance and pay a deposit of £250 via BACs within 2 weeks. If we do not receive your deposit, your space will be released and offered to another applicant.

The Organiser reserves the right to refuse to let the Exhibitor occupy the Space if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Exhibitor shall pay the Organiser in addition.

If the Exhibitor pays the Organiser by credit card, an administration charge of 2.5% (inclusive of VAT) shall be added to the payment, which the Exhibitor shall pay in addition.

The exhibitor shall pay all other sums due to organiser within 2 weeks of the date of the organiser's invoice for each sum. If there is any payment still due to the organiser less than four weeks before the opening of the exhibition, the exhibitor shall pay the organiser by bank transfer or credit card.

The exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counter claim or set off against organiser.

CANCELLATION OF STAND

Cancellation by Exhibitor:

In the event that the exhibitor requests that it cancels its space booking after acceptance by the organiser; or fails to meet any of the payment obligations detailed in the contract for space; or fails to occupy the space allotted to it by the opening time on the first day of exhibition, THEN the organiser reserves the right to treat the contract for space as being cancelled and apply the following cancellation charges and to re-allocate the space booked to another exhibitor:

Cancellation Occurring:

More than 4 months and less than 6 months
Less than 4 months prior to the exhibition

If the exhibitor wishes to cancel the contract for space, then written notice must be forwarded to and received by organiser by recorded delivery post by not later than the dates referred above.

The Organiser shall not be obliged to accept the Exhibitor's request to cancel its booking for Space.

Notwithstanding that the Organiser may re-sell or re-allocate the cancelled Space after cancellation by the Exhibitor, the Organiser shall be under no obligation to reimburse all or any part of a cancellation charge.

The Exhibitor shall fully and promptly indemnify the Organiser against all expenses, costs, claims, losses, liabilities, charges and damages which the Organiser may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Space by the Exhibitor including, without limitation, where the Space or Stand is dressed or altered in any way in order to maintain an orderly and visually pleasing Exhibition.

The organiser is free to dispose of stands that have not been occupied by the exhibitor 24 hours before the start of the Private View. In this situation, the exhibitor loses any claim to his stand. The exhibitor, however, remain liable for the total costs of the stand area as well as any ancillary costs that may have incurred.

REDUCTION OF SPACE

Where an Exhibitor requests the reduction in the size of its Space booking after acceptance by the Organiser of the Exhibitor's application for Space, then the Exhibitor must forward such request to the Organiser by recorded delivery post. The Organiser reserves the right to apply the scale of cancellation charges set out in above to the total cost according to the amount by which the original Stand area is reduced. The Organiser may re-sell or re-allocate the space in question, but the Organiser shall be under no obligation to reimburse all or any part of the charge for reduction in Space.

There shall be no obligation on the Organiser to accept the request for reduction of Space by the Exhibitor.

STAND SPACE

The Stand sizes offered are outside measurements including partition walls with an approximate thickness of 5cm each.

GENERAL OBLIGATIONS OF THE EXHIBITOR

The Exhibitor shall insure with a reputable insurance company for its liability under this Agreement. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Exhibitor shall take out adequate insurance in respect of matters including (without limitation) public liability insurance for loss damage or injury caused by the Exhibitor's neglect or default. Exhibitors must keep their stands open and attended by knowledgeable staff throughout the period of the event. This is expected to be the selected designer maker for at least 90% of the event.

Exhibitors may not move or install any lighting or electrical appliance without written approval of the organiser. Any lighting or electrical appliance not supplied by the electrical contractor must be approved and PAT tested by the contractor.

The organiser shall appoint an official contractor for electrical work on all exhibition space. The exhibitor shall be responsible for settling all accounts directly with the contractor.

The use of video equipment must be authorised in writing by the organiser before installation.

The organiser will remove any part of the display outside the limits of an exhibitor's allocated space and may further restrict the display or demonstration of any mechanical or other equipment should it be a nuisance to other exhibitors or the visiting public. It is a condition of exhibiting that sales to the public are charged at a proper retail price, and displays are adequately stocked with saleable goods made by the exhibitor for the duration of the event. If items are batch produced rather than made fully by the exhibitor, goods should be labelled as such and information about the making process of all exhibits should be available to visitors of the event. Exhibited work must be of the same discipline, quality and price points as work used as part of the exhibitor's application. Unapproved work may be omitted from the event at the request of the organiser.

POWERS AND DISCRETION OF THE ORGANISER

The organiser reserves the rights to change the Space and Stand allocated to the Exhibitor at any time before the Exhibitor takes possession of the Space and Stand and if such changed area of such Space and Stand is smaller than the area specified in the application for Space, the Organiser shall make a refund to the Exhibitor pro-rata to the amount of the area reduced; Alter the position or layout of the Exhibition and any stands including the Stand and Space; Refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence in the opinion of the Organiser is or is likely to be undesirable and the Organiser 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; Remove from the Stand or the Halls at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these terms and conditions.

EXHIBITORS LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

Exhibitors' Liability for Loss and Damage and Indemnity - All Exhibits, fittings and all other items brought into the exhibition by the exhibitors shall be the sole responsibility of and at the sole risk of the exhibitor. The organiser shall not be responsible for any loss or damage to such exhibits, fittings or items however caused. The Exhibitors shall indemnify and keep indemnified the organizer against all loss, damages, costs, charges and expenses whatsoever arising from or in consequence of:

Any breach by the exhibitor of any of the terms and conditions of the agreement; or

Any loss suffered by the organiser as a result of default or negligence of the exhibitor, or any of its invitees or employees; or

Any liability to or claim by any third party arising from the default or negligence of the exhibitor or any breach by the exhibitor of the terms and conditions of the agreement.

The exhibitor is responsible for and will indemnify and keep the organiser against all injury, loss or damage arising in connection with the erection, use and dismantling of the stand and anything done on or from the stand caused directly or indirectly by the exhibitor or any contractor, sub-contractor, event, agent, or invitee of the exhibitor or visitor to the stand or by any exhibit or machinery or other item belonging to or introduced by such person

Exhibitors will be liable for any damage caused to the panels, flooring or stand fittings.

LIMITATION OF ORGANISERS LIABILITY

The Organiser and the Venue Owner shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of the Organiser or the Venue Owner's negligence.

Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, the Organiser or the Venue Owner or their servants, agents or employees. Without prejudice, the combined liability of the Organiser and the Venue.

The Organiser and the Venue Owner shall not be liable for any claim made by the Exhibitor more than two (2) years after the event or, in the case of a series of events, the first such event which gives rise to such claim. Except as set out in this Agreement, the Organiser excludes all conditions, terms, representations.

The exhibitor recognises that, by participating, it assumes security risks that cannot be totally eliminated by security services as provided by the organiser.

The organiser does not assume any duty towards exhibitors, owners to look after exhibits, stand equipment and any other items not belonging to it.

The organiser declines any liability and recourse whatsoever for damage, loss or seizure of exhibits, stand equipment and any other items not belonging to it during the time the goods are on exhibition site and during their transport to and from it.

The organiser will not be liable for any loss of profits, business or goodwill, interruption of business, anticipated savings, data, or wasted expenditure, or any type of special, indirect or consequential loss, even if such loss was reasonably foreseeable or the organiser had been advised of the possibility of incurring the same.

Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate the Exhibitor shall take out adequate insurance in respect of matters set out under Cancellation by Organiser/Force Majeure including (without limitation) public liability insurance for loss, damage or injury caused by the Exhibition neglect or default.

EXHIBITION INSURANCE

"Standard Insurance" can be arranged on your behalf. If you wish to make your own arrangements the standard cover and limits required are:

Exhibition Expenses: The full value of lost expenses directly incurred in connection with the exhibition as result of Cancellation, Abandonment, Postponement, Curtailment, Failure to Vacate or Non-Arrival of Exhibits arising from any cause beyond the control of the Exhibitor and/or Organiser. "Standard Cover" £20,000.

Exhibition Liability: The legal liability of the Exhibitor to pay compensation and claimant's costs and expenses arising out of bodily injury, disease or illness sustained by any person (other than an employee of the Exhibitor) or loss of or damage to material property. "Standard Cover" £2,000,000.

Exhibition Property: The full value of Property whilst at the Venue, during build up and pull out and whilst in transit thereto and therefrom protected against loss or damage. "Standard Cover" £20,000

Satisfactory evidence of such alternative arrangements will need to be approved by the Organiser.

The organisers Exhibitor Insurance Policy is arranged by Event Insurance Services.

A full policy wording detailing conditions and exclusions is available from Event Insurance Services on request. The Organiser acts as the agent of the Exhibitor in arranging such insurance. Any Exhibitor who requires cover for sums in excess of those stated or for risks not insured by the Organiser's policy should effect such additional cover on his own behalf. The Organiser cannot accept any responsibility for such additional coverage required or arranged by an exhibitor.

CANCELLATION BY ORGANISER/ FORCE MAJEURE

If at the absolute discretion of the Organiser, the Venue shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, the Organiser reserves the right (but shall not be obliged):

1) to change the location and/or date of the Exhibition;

2) to curtail the Exhibition;

3) to reduce the Installation Period, Open Period or Dismantling Period; or to cancel the Exhibition.

In the circumstances specified in paragraphs 1, 2 and 3 of this section the parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

If the Exhibition is cancelled in accordance with paragraph 4 of this section the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition including a reserve, established at the sole discretion of the Organiser, for future claims and expenses in connection with the Exhibition.

In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition the Organiser will refund to the Exhibitor all charges paid by the Exhibitor to the Organiser and the Exhibitor agrees and acknowledges that he will have no further claim whatsoever against the Organiser in respect of such cancellation.

ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

The exhibitor must comply with the health, safety and fire regulations of the venue as enforced by venue staff.

No naked flames or smouldering products are allowed within the exhibition without prior agreement of the fire officer.

Exhibitors must not display goods of an inflammable, noxious or obscene nature. Fabrics used on stands for display purposes must be fireproofed. The organiser will remove any such unsuitable material from the event.

TERMINATION AND WITHDRAWAL

Without prejudice to any other rights it may have, the Organisation may terminate the Agreement by notice in writing:

If the whole or any part of the amounts due from the Exhibitor to the Organiser are not paid within 14 days of the due dates (whether formally demanded or not);

If the Exhibitor fails to observe and fulfil any of the terms and conditions of the Agreement;

If the Exhibitor shall have a receiver or administrator receiver appointed or the Exhibitor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds of Arrangement Act 1914 applies or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankrupt order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value.

Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such termination.

PRESS AND PROMOTION

In consideration of the organisers assisting exhibitors in promoting their work, exhibitors must agree to grant the organisers a non-exclusive copyright license for any promotional materials supplied to the organiser and/or its appointed publicity contractor, for the purposes of promoting and publicising their work and the event. In granting this license exhibitors should be aware that the promotions may include the use of these materials on the Internet (World Wide Web) and that any images supplied may be scanned and held digitally for this purpose. The copyright is and will continue to be beneficially and solely owned by the exhibitor, who must ensure that it does not and will not infringe on any other copyright and that no information contained in the materials is or shall be inaccurate, misleading or injurious.

SHOW MAGAZINE

Whilst the organiser takes every effort to ensure that exhibitors contact details are correct in the promotional material for the event, the organiser cannot accept responsibility for any errors printed therein and the organisers shall have no liability to exhibitors for any claims resulting from such errors.

ASSIGNMENT AND SUB-CONTRACTING

Exhibitors may not sub-let space within the area allocated to them.

SEVERANCE

If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or enforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

APPLICABLE LAW

The validity construction and performance of the Agreement shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Court