

CRAFT IN FOCUS TERMS AND CONDITIONS 2015/16

Your attention is drawn to 5.4.2 a breach of which may result in the exhibitor being asked to leave during the event

1. INTERPRETATION

- 1.1 In these "Conditions" the following words have the following meanings:
- "Contract" means any contract between the Organiser and the Exhibitor for allocation of Display Space, incorporating these "Conditions";
- "Deposit" means the amount notified by the Organiser to the Exhibitor for securing allocation of the Display Space;
- "Display Space" means an area allocated to Exhibitors for the purposes of exhibition or display of goods at the Event;
- "the Event" means the craft show / fair or any other event organised by the Organiser;
- "Exhibitor" means any person, firm or company allocated Display Space for an Event;
- "Organiser" means Craft in Focus having its main place of business located at PO BOX 942, MAIDSTONE, ME15 0YB.
- 1.2 In these Conditions references to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.
- 1.4 In these Conditions headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under Condition 2.3, the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Exhibitor purports to apply under any application, confirmation of allocation, specification or other documents).
- 2.2 No terms and conditions endorsed upon, delivered with or contained in the Exhibitor's terms and conditions, application, confirmation of allocation, specification or other document will form part of the Contract simply as the result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all the Organiser's Events and any variation to these Conditions and any representations made about the Events shall have no effect unless expressly agreed in writing and signed by the Organiser.

3. ALLOCATION

- 3.1 Any allocation of a Display Space at an Event may be revoked at any time by the organiser until the signed application together with a signed copy of these Conditions, and Deposit are received. A written confirmation of allocation will be sent to the Exhibitor on confirmation of the allocation.
- 3.2 The Exhibitor must ensure that the terms of its application are complete and accurate.
- 3.3 The Organiser shall endeavour to allocate the Display Space specified on the Exhibitor's application, but reserves the right to allocate any type or size of Display Space that is, in the sole opinion of the Organiser, suitable for the Exhibitor's purpose. Exhibitors display stand must not exceed 2.4m high.
- 3.4 At or prior to the Event, the Organiser reserves the right at any time to relocate the Exhibitor if in its absolute discretion it considers such relocation necessary and in the best interests of the Event.
- 3.5 The Organiser reserves the right to refuse any application without giving reason.

4. DISPLAY SPACE FEE

- 4.1 A Display Space Fee is payable for each Display Space.
- 4.2 The Display Space Fee applicable to an Event and the last date on which it must have been received in cleared funds by the Organiser shall be stated on the application.
- 4.3 At the sole discretion of the Organiser, the Organiser may at any time require payment of further Display Space Fee on account of additional charges that are or may be in the Organiser's opinion become due. These may exceed the Display Space Fee indicated in promotional material, application and confirmation of allocation. All additional Display Space Fee required shall be paid within 14 days of written notification.
- 4.4 If in the opinion of the Organiser the Exhibitor's display extends beyond the allocated Display Space the Organiser may at its sole discretion charge the Exhibitor for the additional area occupied at the prevailing rate or request that the extended display be removed.
- 4.5 In the event that the Exhibitor fails to pay the Display Space Fee or any other fee by the date notified, the Organiser reserves the right to impose a surcharge of £20.00 for each month, or part of, that the Display Space Fee remains unpaid. Should it become necessary for the Organiser to take legal action to obtain any outstanding amounts due the Exhibitor shall be liable for all additional costs incurred.
- 4.6 The Display Space Fee is quoted exclusive of applicable VAT, subject to variation in line with changes to taxation subsequent to the date of the Contract.
- 4.7 Should the Exhibitor order additional services including, but not exclusively tables, chairs, or electrical supply, after the date the invoice for the balance of the stand fee becomes due the Organiser reserves the right to surcharge the additional service by 50% of the stated charge.

5. CANCELLATION

- 5.1 The Exhibitor shall remain liable for the total Display Space Fee and services once the Display Space has been allocated even if a deposit has not yet been paid unless cancellations are received in writing not less than five month's prior to an Event when he shall only forfeit his deposit. Should the Exhibitor cancel his booking less than five months prior to an Event and the space is re let, the Exhibitor shall forfeit his deposit and in addition be liable to a further 40% of the total Display Space fee and services.
- 5.2 In the event that the Exhibitor's notice of cancellation is received less than five month's prior to an Event or the Exhibitor fails to arrive at the venue notified to the Exhibitor by the Organiser at or by the time stated in the Organiser's correspondence to the Exhibitor the Organiser shall be entitled to re-allocate or use the Display Space as it sees fit without notice
- 5.3 The Exhibitor shall remain liable for the total Display Space Fee once the Display Space has been allocated whether or not the Display Space is utilised by the Exhibitor in whole or in part.
- 5.4 The Organiser reserves the right to refuse admission to the Event and / or rescind the Contract with immediate effect and without liability if at the sole discretion of the Organiser it appears:
- 5.4.1 the Exhibitor's exhibit or display is substantially different in nature to that represented to the Organiser at the time of allocation and not in keeping with the nature of the Event;
- 5.4.2 any of the Exhibitor's exhibits is not made by the Exhibitor or its manufacture involves an excessive use of automated or semi-automated machinery and / or an excessive use of subcontracted labour or is not made in the UK unless permission is granted in writing from the Organiser;
- 5.4.3 the Exhibitor's exhibit or display may be illegal;
- 5.4.4 the Exhibitor's exhibit or display or professional conduct may bring bad publicity or disrepute to the Organiser or its Events.
- 5.4.5 the Exhibitor may not be able to honour its obligations under the Contract;
- 5.4.6 the Exhibitor's goods for exhibit or display exceed the capacity of the Display Space and it is not possible to re-organise the allocation at the Event;
- 5.4.7 the Exhibitor fails to pay the Display Space Fee within 14 days of the date notified by the Organiser;
- 5.4.8 the Exhibitor is in breach or is likely to breach any of these Conditions.
- 5.4.9 the Exhibitor, its guests, its agents or employees behave, or the Organiser has reason to believe that the Exhibitor, its guests, its agents or employees will behave in a way detrimental offensive and / or contrary to the normal expected standards of behaviour.
- 5.4.10 the Exhibitor enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and / or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Exhibitor's undertaking or assets.
- 5.5 In the event of cancellation under the circumstances set out in Conditions 5.2 and 5.4, any Deposit or Display Space Fee paid may at the sole discretion of the Organiser be retained, or remain due.
- 5.6 In the event that the premises where the Event is due to be held shall, in the sole determination of the Organiser, become unfit or unavailable for occupancy or shall be substantially interfered with by reason of, but not exclusively, fire, flood, tempest or any other such case or as a result of government intervention, malicious damage, acts of war, acts of God, strike, lock-out, labour dispute, picketing, embargo, injunction, riot or any other cause or agency over which the Organiser has no control, or should the Organiser decide that owing to any such cause of agency it is necessary or advisable to curtail, relocate or change the date of the Event or reduce the planned period of preparation, display or dismantling the Exhibitor waives any and all claims that it might have against the Organiser for refunds, loss, damages or expenses.
- 5.7 In the event of the happening of any of the circumstances set out in Condition 5.6, the Organiser reserves the right without being under liability to the Exhibitor for refunds, additional expenses or otherwise, to change the Event venue and / or date upon reasonable notice to the Exhibitor.

- 5.8 In the event that the Event becomes commercially non-viable due to lack of the support, the Organiser reserves the right to cancel the Event. In such a circumstance, the Exhibitor may accept comparable Display Space at an alternative Event at no additional cost or the cancellation of the Contract and return of the Deposit and / or Display Space Fee, less all costs and expenses incurred by the Organiser in connection with the failed Event calculated on a pro-rata share of the total amount paid by Exhibitors and including a reserve, established at the sole discretion of the Organiser.

6. EXHIBITOR'S OBLIGATIONS

- 6.1 The Exhibitor, who in this case shall be the main person responsible for the manufacture and design of the goods, shall attend the exhibition in person, unless alternatively agreed in writing prior to the commencement of the Event.
- 6.2 The Exhibitor shall attend and exhibit or display its goods at all times during the advertised times and for each day of the Event.
- 6.3 The Exhibitor shall exhibit or display its goods in an orderly fashion and shall arrange its exhibit or display so as not to obstruct the general view or hide the exhibits or displays of other Exhibitors.
- 6.4 The Exhibitor shall comply with any reasonable requests made by the Organiser for alterations to an exhibit or display or for the removal of goods from an exhibit or display where such goods are considered unsuitable in the absolute opinion of the Organiser.
- 6.5 Should any dispute arise as to the allocated Display Space, or as to the extent of any additional Display Space deemed occupied by the Exhibitor beyond that allocated, the decision of the Organiser shall be final.
- 6.6 No exhibit or display shall be packed, removed or dismantled prior to the advertised closing times of the Event without the express permission of the Organiser. In the event that the Exhibitor acts in breach of this provision the Exhibitor shall be liable to pay in addition to all sums due under this Contract an amount equal to one third of the applicable Display Space Fee as compensation for the detraction to the Event's appearance.
- 6.7 The Exhibitor shall remove all exhibits and display goods and materials from the allocated Display Space on the last day of the Event and shall be liable to the Organiser for any cleaning or storage or handling charges incurred by the Organiser resulting from failure to comply with this Condition.
- 6.8 The Exhibitor shall comply with any requirements imposed on the Organiser by the Event venue owner.
- 6.9 The Exhibitor shall ensure that all flammable material used in connection with the exhibit or display shall be fireproofed or otherwise processed against fire in accordance with any applicable statutory or local regulations or requirements to which the Event may be subject.
- 6.10 The Exhibitor shall not assign or sublet any Display Space allocated nor display or advertise goods or services other than those manufactured or carried by the Exhibitor in the normal course of its business.
- 6.11 The Exhibitor shall not conduct any form of sale by auction or display and type of Sale sign.
- 6.12 The Exhibitor shall comply with the Organiser's and / or venue owner's security at all times and follow any instructions, which may be given by the Organiser's or venue owner's staff at any time.
- 6.13 The Exhibitor shall comply at all times with the Organiser's or venue owner's fire, emergency and health and safety regulations and if requested send evidence of their insurance and other documentation.
- 6.14 When the Exhibitor is exhibiting or displaying goods at events not staged by the Organiser, the Exhibitor shall have on display at least one leaflet or poster or other promotional item relating to at least one of the Organiser's Events for which the Exhibitor has applied to the Organiser for Display Space.
- 6.15 Distribution and / or display of publicity material for events by other show organisers are permitted and welcomed within the Exhibitor's allocated Display Space.
- 6.16 The Exhibitor shall not canvas for orders, except at its own stand in the normal course of its business.
- 6.17 The Exhibitor shall not distribute or display any printed materials, placards, hand bills or circulars or other articles other than those specifically provided for by these Conditions.
- 6.18 The Exhibitor shall not demonstrate any kind of power tool, moving object, flammable or toxic substance or other tool or material that may pose a threat to public safety.
- 6.19 The Exhibitor must inform the Organiser in advance of the Event of any intended demonstration.
- 6.20 The Exhibitor shall ensure that it takes all necessary precautions to prevent damage to the Organiser's or venue's equipment or building or other related property.
- 6.21 The Exhibitor shall ensure that any equipment utilised in connection with its display or exhibition is fit for purpose and compliant with all relevant safety standards.
- 6.22 The Exhibitor shall abide by any rules and regulations issued to it by the Organiser in connection with a specific Event.

7. LIABILITIES AND INDEMNITY

- 7.1 The Exhibitor shall indemnify the Organiser against all loss or damage, including indirect consequential loss or damage, howsoever arising from the Contract. This shall include, but not limited to, loss or damage to the Organiser's or the venue owner's premises, fixtures, fittings, furnishings, equipment and other contents howsoever arising, including death or injury to any person.
- 7.2 The Exhibitor shall effect and maintain events public liability insurance of not less than £2,000,000, or other insurance which will indemnify the Exhibitor, its agents, its contractors or employees or guests against any claim, loss, costs and expenses incurred in respect of any injuries incurred in respect of any injuries to any person or loss or damage to property howsoever arising and the Exhibitor shall, if so requested by the Organiser, provide certificates of evidence of such insurance cover.
- 7.3 In no circumstances shall the Organiser be liable to the Exhibitor, in contract or in tort, including negligence or breach of statutory duty:
- 7.3.1 any increase in the Exhibitor's costs or expenses;
- 7.3.2 any loss of the Exhibitor's profit, business, contracts or goodwill;
- 7.3.3 any loss or damage resulting from a loss of or fault in the electrical supply or other supply or equipment provided to the Exhibitor;
- 7.3.4 any indirect or consequential damage of any nature whatsoever,
- 7.4 Information given by the Organiser about the Event in any promotional or advertising material is accurate to the best of its knowledge, but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission does not entitle the Exhibitor to cancel this Contract and / or claim against the Organiser for compensation.
- 7.5 In the event that the Organiser shall be liable to the Exhibitor in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise, the liability of the Organiser shall be limited to the Deposit and / or Display Space Fee paid or payable to the Organiser under this Contract.
- 7.6 In addition to Condition 7.2, the Exhibitor shall effect and maintain events public liability insurance to cover any activity being demonstrated to the public and shall indemnify the Organiser against any claim or loss or injury arising as a result of such demonstration howsoever caused.
- 7.7 The Exhibitor shall comply at its own expense with all legal and statutory requirements applicable to its display or exhibit and shall indemnify the Organiser against all actions, claims, demands, proceedings, damages, costs and expenses whatsoever in respect of any breach by the Exhibitor.

8. GENERAL

- 8.1 The Exhibitor shall not be entitled to assign the Contract or any part of it without the prior written consent of the Organiser. The Organiser may have signed the Contract or any part of it to any person firm or company.
- 8.2 Each right or remedy of the Organiser under the Contract is without prejudice to any right or remedy of the Company whether under contract or not.
- 8.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and remain in provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
- 8.4 The information given in any booking form or letter or accompanying booking notes is for guidance only and the Organiser reserves the right to amend these details at any time and any change in the publicised or published details shall not give the Exhibitor the right to cancel their contract.
- 8.5 Failure or delay by the Organiser in enforcing or partially enforcing the provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 8.6 Any waiver by the Organiser of any breach of, or any default under, any provision of the Contract by the Exhibitor will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 8.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

Name _____ Trading Name _____

Type of Craft _____ I will provide a **demonstration/workshop**. Delete as appropriate.

Web site address _____

Address _____

Post code _____

Telephone (Inc. code) _____ Email _____

Please attach, or write overleaf, a brief description of your demonstration / workshop. If a workshop, please state the duration of workshop and how many people you can take in each session, what ages suitable for, how many you can run each day, anticipated charge per person, if applicable, for the workshop, and the approximate cost of materials per person (please state what these are), and will there be a product for the participant to take, or part of a multi-participation piece.

Workshops/Demonstrations will be carried out next to your display of work, so please allow space accordingly.

I will provide my own mini marquee/gazebo **Yes/No** if yes, how large is your marquee _____

I wish to be provided with a marquee **Yes/No** and require the following size (circle as required)

3m x 3m	3m deep x 4.5m wide	3m deep x 6m wide	3m deep x 9m wide
4.5m deep x 3m wide	4.5m deep x 6m wide	6m x 6m	

Please state what percentage of the space is required for your demo/workshop _____ %

What size is your display of work likely to be _____

I require open air space around the marquee for further display / demonstration **Yes / No**

Costs will vary according to the complexity and scale of the demonstration / workshops.

Number of 1.8m (6') tables required _____ Number of chairs including those for workshop if required _____

ELECTRICITY & LIGHTING: please tick requirements

None required Up to **400** watts Up to **1000** watts Up to **3000** watts



Number of **Leaflets** required (nearest 50) _____

Please sign and return along with new photographs of your work, particularly workshop images if possible

and a deposit of **£60 payable to NFP Ltd to:**

Craft in Focus, PO BOX 942, MAIDSTONE, ME15 0YB.

We will not cash your deposit until we have spoken to you and arranged a mutually agreeable stand fee.

Notification of acceptance will be sent out in due course and may not be immediate. If accepted, you will be invoiced for the balance, due no later than 9 May 2016. If rejected, or we cannot agree satisfactory fees on either side your deposit will be returned.

The organiser cannot be held responsible for any loss, theft or damage to goods, property or persons howsoever caused. All display materials and drapes to be fire resistant. All exhibitors are to have their own public liability insurance, and should check this extends to events beyond their permanent address.

I wish to exhibit at the above event and confirm that I have read, understood and accept the Terms & Conditions printed overleaf.

SignedDate.....

You are advised to make a copy of the booking form for your records