

HANDMADE

Chelsea Old Town Hall, London

Terms and conditions

1. **Payment:** The Exhibitor shall pay the organiser in accordance with the payment details set out in the contract for space. 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 exhibitors before the due dates.

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. The organiser reserves the right to refuse cheque payments.

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.

2. **Cancellation by Exhibitor:** In the event that the exhibitor
 - (i) requests that it cancels its space booking after acceptance by the organiser; or
 - (ii) fails to meet any of the payment obligations detailed in the contract for space; or
 - (iii) 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: | Cancellation charge: |
|--|-----------------------------|
| More than 2 months and less than 6 months | 50% of the total charge |
| Less than 2 months prior to the exhibition | 100% of the total charge |

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.

3. **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 organiser against all loss, damages, costs, charges and expenses whatsoever arising from or in consequence of:

- A) any breach by the exhibitor of any of the terms and conditions of the agreement; or
- B) any loss suffered by the organiser as a result of default or negligence of the exhibitor, or any of its invitees or employees; or
- C) 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.

4. 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.
5. Exhibitors may not sub-let space within the area allocated to them.
6. The organiser reserves the rights to move stands and reallocate space previously notified to exhibitors and to cancel and/or amend the event if required by circumstances outside their control.
7. 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. The use of video equipment must be authorised in writing by the organiser before installation.
8. 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.
9. Exhibitors will be liable for any damage caused to the panels, flooring or stand fittings.
10. 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**.
11. 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.
12. Whilst the organiser takes every effort to ensure that exhibitors contact details are correct in the promotional material for the new 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.
13. 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.
14. The organiser cannot accept responsibility for any issues arising as a result of problems with the venue or its staff. If, because of war, fire, strike, or other cause beyond the control of the organisers, the event is cancelled, exhibitors remain liable for stand fees as per Clause 13, and the organisers shall have no liability to exhibitors for the loss of income resulting from such cancellation.