



Cornwall Christmas Market

13th, 14th & 15th December 2024
Exhibition Terms & Conditions

1. DEFINITIONS & INTERPRETATIONS

The definitions and rules of interpretation in this condition apply in these terms and conditions.

Applicant: the person (acting in the course of business), firm or company that applies for a Stand.

Application: means the application by the Applicant to the Organiser for a Stand using the Exhibitor Stand Booking Form.

Booking: means the reservation of a Stand by the Exhibitor pursuant to the Contract.

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

Cancellation Charges: means the cancellation charges set out in condition 6(2).

Contract: means these terms and conditions, the Exhibitor Stand Booking Form and the Exhibitor Booking Confirmation Email issued in accordance with condition 4(3).

Deposit: the non-refundable payment totalling no less than 50% of the Total Cost.

Exhibition: means the [2024] Cornwall Christmas Market.

Exhibition Floor Plan: a diagram showing the layout of the Stands within the Exhibition Hall.

Exhibition Hall: the area where the Exhibition will take place and in which the Stands are to be situated.

Exhibitor: any person (acting in the course of business), firm, company whose Application has been accepted by the Organiser.

Exhibitor Stand Booking Form: means the form that must be completed online by the Applicant acknowledging acceptance of these terms and conditions.

Exhibitor Booking Confirmation Email: means the Email sent by the Organiser to the Applicant accepting their Exhibitor Stand Booking Form.

Exhibitor Saturation Policy: the Organiser's policy enforced to avoid over saturation of any one service exhibiting at the Exhibition.

Exhibitor Health & Safety Policy: the specific health & safety policy produced for Exhibitors in relation to the health & safety management and protocol for the Stands.

Exhibitor Guide: a document provided to Exhibitors stipulating the protocol and procedures at the Exhibition.

Exhibitor's Marks: the Exhibitor's main trade marks, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Exhibitor.

Final Balance: the Total Cost less the Deposit.

Force Majeure Event: any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake, adverse weather conditions or other natural disaster;

(b) epidemic or pandemic;

(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; and

(h) non-performance by suppliers or subcontractors; and

(i) interruption or failure of utility service.

Health & Safety Officer: means the person designated by the Organiser to manage, monitor, and advise in relation to the Health & Safety of the Exhibition.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Notice of Non Acceptance: the document issued by the Organiser to inform an Applicant that their Application has been unsuccessful.

Organiser: Shop Cornish Limited, a company registered in England and Wales under company number 13293122 and with its registered office at Tre-Ru House, The Leats, Truro, Cornwall, England, TR1 3AG. Its main trading address is Meridian House, Heron Way, Newham, Truro.

Organiser's Marks: the trade mark "Cornwall Christmas Market" and such other marks which are confirmed in writing by the Organiser and may be used by the Exhibitor in connection with the Exhibition.

Relevant Legislation and Regulations: mean all relevant law and regulations for securing the health, safety and welfare of those attending the Exhibition, including without limitation to the foregoing any relevant Act of Parliament, including the Offices, Shops & Railway Premises Act 1963, the Fire Precautions Act 1971, the Health and Safety at Work etc. Act 1974.

Stand: the space hired by the Exhibitor within the Exhibition Hall.

Stand Brief: the detailed brief supplied by the Exhibitor to the Organiser regarding Stand design, materials, equipment, products, staffing, and special requests.

Total Cost: means the total cost payable by the Exhibitor to the Organiser for the use of the Stand as set out in the Exhibitor Booking Confirmation.

VAT: value added tax.

Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.

The headings to the paragraphs are for convenience only and have no legal effect.

A reference to **writing** or **written** includes emails.

All costs and payments stated throughout these terms and conditions are exclusive of VAT and as such VAT at the current rate must also be added to any quoted costs and payments.

2. TERMS AND CONDITIONS

(1) The Organiser reserves the right to amend the terms and conditions at any time where required due to any changes in any law or regulation (including any Health and Safety legislation).

(2) In the event of any dispute as to the interpretation of these terms and conditions as a result of their translation into a foreign language, the English version shall be taken as authentic.

3. AUTHORITY

The Applicant confirms that the person completing the online Exhibitor Stand Booking Form on behalf of the Applicant has full authority to do so and bind the Applicant.

4. MAKING AN APPLICATION

(1) The Application shall be made by submitting the completed Exhibitor Stand Booking Form online to the Organiser. By clicking "Yes" under the words "I accept and agree to the Terms & Conditions of Cornwall Christmas Market" the Applicant confirms that they accept these terms and conditions. If the Applicant clicks "No", the Organiser will prevent the Applicant from submitting the Exhibitor Stand Booking Form. By paying the Deposit into the bank account nominated from time to time by the Organiser, the Applicant confirms that they accept these terms and conditions.

(2) On receipt of the Exhibitor Stand Booking Form or the Deposit (in cleared funds) the Organiser shall, if the Application is accepted, issue an Exhibitor Booking Confirmation Email which shall bind the Exhibitor to attend the Exhibition and also to observe these terms and conditions, the Relevant Legislation and Regulations and the Exhibitor Health & Safety Policy. The Organiser reserves the right not to accept an Application without explanation or otherwise in conjunction with the Exhibitor Saturation Policy.

(3) The Applicant's submission of an Exhibitor Stand Booking Form or payment of the Final Balance to the Organiser in accordance with condition 4(1) constitutes an offer by the Applicant to hire a Stand on these terms and conditions, and such offer shall remain open for acceptance by the Organiser, and may not be withdrawn by the Applicant, for four weeks. No offer placed by the Applicant shall be accepted by the Organiser other than in accordance with the provisions of condition 4(2) when the Organiser issues an Exhibitor Booking Confirmation Email at which point and on which date the Contract shall come into existence ("**Commencement Date**").

(4) If the completed Exhibitor Stand Booking Form has been received but not accepted by the Organiser a Notice of Non Acceptance will be issued by the Organiser within

two weeks and, where necessary, the Final Balance refunded to the Applicant within 1 month.

5. PAYMENT OF STAND SPACE

(1) The Organiser shall invoice the Applicant in respect of the Deposit at any time after it receives the initial enquiry from the Applicant. The Customer shall pay the invoice within seven Business Days of the date of the invoice

(2) Once the Exhibitor has received the Exhibitor Booking Confirmation Email, the Final Balance is to be received by the Organiser in cleared funds:

- (a) by no later than [25th September 2024]; or
- (b) immediately if the Application has been made in response to a promotional offer.

(3) If the Exhibitor fails to pay the Deposit or the Final Balance in accordance with the provisions of conditions 5(1) and 5(2) above, the Organiser reserves the right to apply the provisions of condition 6 below and to resell or reallocate any Stand that has been reserved. The Organiser may also charge an administration fee of £75 (exclusive of VAT).

(4) The Exhibitor agrees: (a) to execute any Direct Debit mandate or other documents that may be required to authorise Shop Cornish Ltd to collect payments by Direct Debit;

(b) in respect of payments, unless the Exhibitor has served notice to cancel its Stand in accordance with condition 6, payment of the Final Balance shall be collected on or after 25th September 2024;

(c) in respect of Agreed Payment Plans, unless the Exhibitor has served notice to cancel its Stand in accordance with condition 6, payments shall be collected on the relevant payment date agreed between the Exhibitor and Organiser;

(d) if a payment is declined then the Exhibitor shall either arrange for the missing payment to be made within seven Business Days of the payment date or it shall provide a new direct debit mandate, otherwise Organiser reserves the right to charge a late payment fee of £75 plus VAT and/or to cancel the Stand immediately without further notice to the Exhibitor.

(5) Payments will continue to be collected unless the Stand is cancelled in accordance with condition 6 and the Direct Debit is cancelled by the Exhibitor. Organiser shall not be liable to refund any Stand payments taken where the Exhibitor has failed to comply with the cancellation requirements set out in condition 6 when cancelling its stand.

(6) Time for payment shall be of the essence of the Contract.

(7) All payments shall be made by BACS transfer (Direct Debit) to the bank account nominated from time to time by the Organiser.

(8) All amounts payable by the Exhibitor under the Contract are exclusive of amounts in respect of VAT.

(9) 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. CANCELLATION OF STAND BY EXHIBITOR

(1) If:

(a) the Exhibitor wishes to cancel the Booking after the Exhibitor Booking Confirmation Email has been issued; or
(b) the Exhibitor fails to meet the payment obligations (whether as to the amounts or dates of payment) in accordance with the provisions of condition 5, the Organiser reserves the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organiser) to apply the Cancellation Charges and to reallocate the Stand.

(2) The Cancellation Charges are:

(i) (where written notice of cancellation is received by the Organiser on or before [24th September 2024]) 50% of the Total Cost;

(ii) (where written notice of cancellation is received by the Organiser on or after [24th September 2024]) 100% of the Total Cost.

(3) If the Exhibitor wishes to cancel the Booking then written notice of such cancellation must be served on the Organiser in accordance with condition 28.

(4) Notwithstanding that the Organiser may resell or reallocate the cancelled Stand (or the space by which the Stand is reduced pursuant to condition 7), after payment of the Cancellation Charges the Organiser shall be under no obligation to reimburse all or any part of such Cancellation Charges.

(5) If the Applicant cancels the Contract in accordance with this condition 6, the Cancellation Charges shall become immediately due and payable.

(6) Any refund payable to the Exhibitor as a result of a cancelled Booking will be made by the Exhibitor within 1 month of receiving written notice of cancellation

7. STAND SPACE REDUCTION BY EXHIBITOR

When an Exhibitor wishes to reduce the size of the Stand after Exhibitor Booking Confirmation:

(a) written notice must be served on the Organiser in accordance with condition 28;

(b) the Organiser reserves the right to apply a Cancellation Charge in proportion to the amount of space by which the Stand is reduced;

(c) the Organiser may resell or reallocate the space but shall be under no obligation to reimburse any part of the Cancellation Charge; and

(d) the Organiser shall not be obliged to accept the Exhibitor's notice of reduction.

8. RELOCATION OF EXHIBITION STAND OR SPACE

Should it be necessary for the Organiser to revise the layout of the Exhibition Floor Plan or to change the venue of the Exhibition Hall within sixty miles of the original venue location for any reason, the Organiser reserves the right to transfer the Exhibitor to another location without recourse to compensation, unless the Stand is reduced in size in which case the cost of the Stand shall be reduced in accordance with the prices set out in the Exhibitor Stand Booking Form.

9. UNSATISFACTORY STAND SALES

(1) If the Organiser is not satisfied (determined in its sole discretion) with the number of Stands hired for the Exhibition on or before [25th November 2024], the Organiser reserves the right to cancel or postpone the Exhibition and or to relocate the Exhibition to an alternative venue that is no more than sixty miles from the original venue to accommodate the change to the number

of Stands or to change the date on which the Exhibition will be held.

(2) If the Exhibition is cancelled, postponed and or relocated, or if a new date for the Exhibition is scheduled, as described in condition 9(1) and the Exhibitor has:

(i) only paid the Deposit, the Deposit less an administration fee of £100.00 (exclusive of VAT) will be refunded in full within one month of the date on which cancellation confirmation is provided to the Exhibitor; or

(ii) paid the Total Cost, the Total Cost less an administration fee of £100.00 (exclusive of VAT) will be refunded in full within one month of the date on which cancellation confirmation is provided to the Exhibitor.

10. POSTPONEMENT OR CANCELLATION

(1) The Organiser reserves the right to cancel, postpone or relocate the Exhibition by reason of a Force Majeure Event or Unsatisfactory Stand Sales.

(2) The Organiser shall notify the Exhibitor of any cancellation, postponement or relocation (arising as a result of a Force Majeure Event) as soon as possible and the parties agree that:

(i) the Organiser shall not be in breach of the Contract by virtue of the cancellation, postponement or relocation and the Exhibitor shall have no claim against the Organiser in respect of loss or damage incurred; and

(ii) if the Exhibition is cancelled, postponed or relocated, the Organiser shall be entitled to retain any or all sums paid by each Exhibitor to the extent necessary to reimburse the Organiser for all reasonable costs of, and incidental to, the organisation or reorganisation of the Exhibition. If, in the opinion of the Organiser, by rearrangement of the dates of the Exhibition or by substitution of Exhibition Hall the Exhibition can take place, the Contract shall remain in full force and effect except as to the size and position of the Stand whereby any modification or rearrangement shall be at the sole discretion of the Organiser.

(3) In the event of any cancellation, postponement, relocation or limitation of the Exhibition, any restriction on the use of the Exhibition Hall or any part thereof, or any failure of the services provided therein, the Exhibitor or his agents or contractors shall have no claim whatsoever against the Organiser in respect of any resulting loss or damage and the Exhibitor's liabilities to the Organiser shall not in any way be affected.

(4) The Organiser reserves the right to cancel any Stand without liability or compensation and without notice to the Exhibitor.

(5) The Organiser will cancel the Stand and reimburse the Exhibitor with a pro rata amount of the Final Balance fee paid in the following circumstances:

(a) if the Organiser cancels the Exhibitor's Stand without a breach of contract taking place by the Exhibitor; or

(b) if the Exhibitor does something the Organiser considers damaging to the reputation of the Organiser.

(6) The Organiser reserves the right to remove any Exhibitor and their Stand without liability or compensation and without notice to the Exhibitor if they are deemed by the Organiser, the Organisers staff or agents, to be causing a threat.

11. EXHIBITOR OBLIGATIONS

(1) The Exhibitor shall:

- (a) comply with any other terms and conditions or rules and regulations issued from time to time by the Organiser in relation to the Exhibition whether contained in the Exhibitor Guide, sales literature or otherwise;
- (b) ensure that the terms of the Exhibitor Stand Booking Form and any information it provides to the Organiser are complete and accurate;
- (c) co-operate with the Organiser in all matters relating to the Exhibition;
- (d) provide the Organiser with such information and materials as the Organiser may reasonably require in order to organise and promote the Exhibition, and ensure that such information is complete and accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Exhibition before the date on which the Exhibition will be held; and
- (f) keep all materials, equipment, documents and other property of the Organiser ("**Organiser Materials**") in safe custody, maintain the Organiser Materials in good condition until returned to the Organiser, and not dispose of or use the Organiser Materials other than in accordance with the Organiser's written instructions or authorisation.

(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 ("**Exhibitor Default**"):

- (a) without limiting or affecting any other right or remedy available to it, the Organiser shall have the right to suspend the Exhibitor's access to the Exhibition until the Exhibitor remedies the Exhibitor Default, and to rely on the Exhibitor Default to relieve it from the performance of any of its obligations in each case to the extent the Exhibitor Default prevents or delays the Organiser's performance of any of its obligations;
- (b) 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 condition 11; and
- (c) 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.

12. INDEMNITY AND LIMITATION OF LIABILITY

(1) To the extent permitted by law, the Exhibitor shall indemnify the Organiser and keep the Organiser indemnified against all liabilities, costs, expenses, claims, damages, demands, actions, proceedings and losses whatsoever made against or incurred by the Organiser as a result of:

- (a) the Exhibitor exhibiting or advertising any goods or services at the Exhibition; or
- (b) any claim made against the Organiser by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the Organiser's use of the Exhibitor's Marks or any materials provided by the Exhibitor.

(2) The Exhibitor shall indemnify and hold the Organiser harmless in respect of all liabilities, costs, expenses, claims, damages, demands and expenses to which the Organiser may in any way be subject as a result of any loss or injury arising to any person (including members of the public, the staff of the Authorities, the Organiser or Exhibitors' staff, agents or contractors) howsoever caused as the result of any act or default of the Exhibitor, its employees, agents, contractors or invitees.

(3) Nothing in these terms and conditions limits or excludes the Organiser's liability for:

- (i) death or personal injury caused by negligence; or
- (ii) fraud or fraudulent misrepresentation.

(4) Subject to condition 12(3), the Organiser will under no circumstances whatever be liable to the Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for: loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss.

(5) Subject to 11(4), the Organiser's total liability to the Exhibitor in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Total Cost.

(6) Except as expressly stated in these terms and conditions, the Organiser does not give any representation, warranties or undertakings in relation to the Exhibition. Any representation, condition or warranty which might be implied or incorporated into these terms and conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law.

(7) This condition 12 shall survive termination of the Contract.

13. PROHIBITION OF TRANSFER

The Exhibitor shall not assign the whole or any part of the Contract without the prior written consent of the Organiser.

14. TERM AND TERMINATION

(1) The Contract shall commence on the Commencement Date and continue, unless terminated earlier in accordance with condition 14(2), until [31st December 2024] when it shall terminate automatically without notice.

(2) Without limiting its other rights or remedies, the Organiser may terminate this Contract (and apply the relevant Cancellation Charge in accordance with condition 6.2) with immediate effect by giving written notice to the Exhibitor if:

- (a) the Exhibitor fails to pay any amount due under the Contract on the due date for payment and remains in default not less than three days after being notified in writing to make such payment;
- (b) the Exhibitor commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Exhibitor being notified in writing to do so;
- (c) the Exhibitor takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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 its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the Exhibitor suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Exhibitor's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the Contract is in jeopardy.

(3) On termination or expiry of the Contract:

(a) the Exhibitor shall immediately pay to the Organiser all of the Organiser's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Organiser shall submit an invoice, which shall be payable by the Exhibitor immediately on receipt;

(b) the Exhibitor shall return all of the Organiser Materials. If the Exhibitor fails to do so, then the Organiser may enter the Exhibitor's premises and take possession of them. Until they have been returned, the Exhibitor shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

(4) Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

(5) Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. BUILD-UP AND BREAK-DOWN

The Exhibitor must adhere to the build-up and break-down times stipulated in the Exhibitor Guide. In the event that the Exhibitor fails to remove all of their property, furniture and waste material from the Exhibition venue by the end of the contracted breakdown time specified in the Exhibitor Guide, these items will be removed, and the Exhibitor will be solely liable for all costs incurred in such removal, storage and/or disposal. To the extent permitted by law, the Organiser shall not be liable for any damage to such property or for any loss incurred by the Exhibitor in these circumstances. If an Exhibitor breaks their stand down before 4.15pm on the final day of the Exhibition, the Organiser reserves the right to charge an administration fee to cover any costs or losses incurred up to £400.00.

16. FAILURE TO EXHIBIT

(1) If an Exhibitor fails to attend the Exhibition without notice, the Organiser reserves the right to:

(i) charge the Exhibitor an administration fee to cover any costs or losses incurred by the Organiser up to £750 (exclusive of VAT) in addition to the Cancellation Charge; and

(ii) erect on the Stand a board or other device carrying the Exhibitor's Marks and charge the Exhibitor for any costs incurred in doing so; or

(iii) dress the Stand with suitable materials in order to maintain the aesthetics of the Exhibition. And charge the Exhibitor for any costs incurred in doing so.

17. EXHIBITS

(1) The Exhibitor must not display any exhibits or merchandise in addition to or in place of those described on the Exhibitor Stand Booking Form and Stand Brief, without the prior written permission of the Organiser. Advertising literature or other products not relating to the Exhibitor's business must not be displayed or distributed from either the Stand or anywhere else within the Exhibition Hall. Any items found outside of the Stand will be removed by security.

(2) The Exhibitor warrants to the Organiser that all designs and artwork on or relating to the Stand and any items displayed on the Stand shall not infringe any third party's Intellectual Property Rights.

18. EXHIBITION SAFETY

(1) The Organiser will not be responsible for any property of any kind brought into the Exhibition by the Exhibitors, their servants, agents, contractors, members of the public or any person whatsoever.

(2) The Exhibitor must fulfil its obligations in respect of the Relevant Legislation and Regulations and the Exhibitor Health & Safety Policy and ensure that all parties employed or engaged by the Exhibitor also operate within the Relevant Legislation and Regulations and the Exhibitor Health & Safety Policy.

(3) The Exhibitor must provide an accurate Stand Brief and Risk Assessment in relation to their Stand. This will be assessed and approved by the Health & Safety Officer. Should the Stand Brief and Risk Assessment not truly represent the actions or design of the Stand the Organiser reserves the right to cancel or remove unaccounted or hazardous processes, equipment or props without notice and without incurring any liability for any loss sustained by the Exhibitor.

19. MOBILITY ACCESS

The Exhibitor shall ensure that it complies in all material respects with the Disability Discrimination Act 2005 in relation to the Stand.

20. FIRE SAFETY

(1) The Exhibitor shall comply with all requirements of the fire officer, Health and Safety Officer, insurance officers, and the relevant authorities concerned with the Exhibition and its protection. The Exhibitor shall ensure that each attendant or employee on the Stand is acquainted with the position of the nearest fire exit.

(2) If deemed necessary by the Risk Assessment or Organiser, the Exhibitor must take appropriate action to use flame retardant materials and supply their own specific fire fighting equipment.

21. DEMONSTRATION AND COMPETITIONS

No demonstrations may take place of a nature likely to breach the Exhibitor Health & Safety Policy, or to cause obstruction in the gangway or interference with the business of other exhibitors. The Organiser reserves the right to stop any demonstration without incurring any liability for any loss sustained by the Exhibitor. No Exhibitor shall conduct a competition or offer prizes without the prior written permission of the Organiser.

22. PROMOTION AND PRESENTATION

(1) The Exhibitor acknowledges that the Organiser shall have sole discretion to organise and promote the Exhibition in such manner as the Organiser considers appropriate. The Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion without explanation or liability to the Exhibitor and the Exhibitor acknowledges that any statements made by or on behalf of the Organiser as to attendance projections, methods or timing of promotional activities shall constitute only general indications of the Organiser's promotion.

(2) The Exhibitor acknowledges that the Organiser shall not be liable for the failure of all or any other contracted exhibitors to attend the Exhibition.

(3) The Exhibitor acknowledges that the Organiser reserves the right to take photographs or create video footage at the Exhibition, to be used in promoting future exhibitions. The Exhibitor hereby waives any right to prevent the Organiser using any images or footage taken at the Exhibition of the Exhibitor in such promotional or advertising material.

(4) The Organiser may at its absolute discretion share and grant a licence to use any images or video footage with the Exhibitor for the Exhibitor's own promotional material if requested by the Exhibitor in accordance with condition 23(5).

(5) The Exhibitor shall not be permitted to take any photographs or create any video footage at the Exhibition unless:

- (i) the Exhibitor provides the Organiser with written notice at least 2 weeks prior to the Exhibition that they intend to do so and state the purposes for which the photographs and/or video footage will be used;
- (ii) express permission is granted by the Organiser for any images or footage to be used for advertising or promotional purposes to benefit the exhibitor; and
- (iii) all promotional or advertising material agreed to be used by the Exhibitor in accordance with condition 22(5)(ii) contains the Organiser's Mark.

(6) Notwithstanding condition 22(7) the Organiser reserves the right to prevent the Exhibitor from taking images or video footage at the Exhibition during the build-up and break-down times.

(7) The Organiser reserves the right to demand to view and if deemed reasonable destroy any images or footage of the Exhibition immediately or alternatively retain any equipment until any images or footage of the Exhibition is destroyed.

23. INTELLECTUAL PROPERTY RIGHTS

(1) The Organiser and the Exhibitor acknowledge as follows:

- (a) all rights in the Exhibitor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Exhibitor, and the Organiser shall not acquire any rights in the Exhibitor's Marks;
- (b) all rights in the Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser and the Exhibitor shall not acquire any rights in the Organiser's Marks;

(2) The Exhibitor grants and the Organiser accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Exhibitor's Marks in perpetuity to promote the Exhibition, and any future exhibition organised by the Organiser, in any media including use on promotional materials.

(3) The Organiser grants and the Exhibitor accepts a worldwide, non-exclusive, royalty free licence to use the Organiser's Marks during the term of the Contract to promote its Stand at the Exhibition.

(4) All Intellectual Property Rights in and to any materials produced for the Exhibition, by or on behalf of the Organiser or jointly by the Organiser and the Exhibitor shall, with the exception of the Exhibitor's Marks, be the sole and exclusive property of the Organiser and if the Exhibitor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the Organiser on request, whenever that request is made.

(5) 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 use the Organiser Materials (excluding materials provided by the Exhibitor) for the purpose promoting its Stand at the Exhibition.

(6) The Exhibitor shall not sub-license, assign or otherwise transfer the rights granted in condition 23(3) and condition 23(5).

(7) 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 in perpetuity to promote the Exhibition, and any future exhibition organised by the Organiser, in any media including use on promotional materials.

(8) The Exhibitor undertakes to ensure that its advertising, marketing and promotion promote its Stand at the Exhibition shall not reduce or diminish the reputation, image and prestige of the Organiser's Marks.

(9) The Exhibitor shall not, nor directly or indirectly assist any other person to, do or omit to do anything to diminish the rights of the Organiser in the Organiser Materials.

(10) A breach of condition 23(8) and condition 28(9) shall be deemed a material breach of the Contract.

24. DATA PROTECTION

The Organiser shall collect and process information relating to the Exhibitor in accordance with its privacy policy which can be viewed at [www.foweychristmasmarket.co.uk/privacy/]

25. EXHIBITOR INSURANCE

(1) The Exhibitor shall have appropriate third-party liability insurance for a minimum of £2,000,000 with a reputable insurance company to cover all and any liabilities that may arise as a result of the Exhibitor attending the Exhibition and shall produce a copy of such insurance policy to the Organiser if so requested.

(2) The Exhibitor is advised to insure against cancellation, abandonment or postponement of the Exhibition, the full replacement value of the contents of their Stand, all associated ancillary equipment and materials, and all other contingencies including those detailed in these terms & conditions.

26. BREACH OF TERMS AND CONDITIONS

(1) If the Exhibitor breaches these terms and conditions, the Organiser shall be entitled (without prejudice to its other rights) to:

- (i) require the Exhibitor to remove forthwith from the Exhibition Hall all property of the Exhibitor or its contractors at a time stated by the Organiser;
- (ii) at risk and cost of the Exhibitor, to remove such property and deliver or dispatch it to the address of the Exhibitor given in the Application Form; and
- (iii) to terminate the Contract in accordance with condition 14.

(2) The Exhibitor shall reimburse to the Organiser on demand all legal and other costs incurred by the Organiser in connection with the termination of the Contract or the enforcement of the Organiser's rights hereunder and any costs incurred by the Organiser in the dressing, furnishing

or alteration of the Stand vacated by the Exhibitor in order to maintain an orderly and visually pleasing Exhibition.

27. CONFIDENTIALITY

(1) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by condition 27(2).

(2) Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this condition 27; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(3) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

28. NOTICES

(1) Any notice 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 to the address listed in condition, or such other address as that party may notify the other.

(2) The address for service of notices are:

(a) Organiser
Shop Cornish
Cornwall Christmas Market, Meridian House,
Heron Way, Newham, Truro TR1 2XN

Or by email to
hello@shopcornish.com

(b) Exhibitor
registered office (if a company) or its principal
place of business (in any other case

or email to
The email address detailed on the completed
Exhibitor Booking Form.

(3) Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address; or

(b) 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.

(4) This condition 28 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.

29. COMPLAINTS

If the Exhibitor wish to contact the Organiser for any reason other than the service of notices, which shall be served in accordance with condition 28, including because the Exhibitor has any complaints, please contact us by e-mail at hello@shopcornish.co.uk.

30. ENTIRE AGREEMENT

(1) The Contract (together with the documents referred to in these terms and conditions) 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.

(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 or negligent misstatement based on any statement in the Contract.

31. VARIATION

Except as set out in these terms and conditions, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

32. NO PARTNERSHIP

(1) Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

(2) Each party confirms it is acting on its own behalf and not for the benefit of any other person.

33. GOVERNING LAW AND JURISDICTION

(1) These terms and conditions shall be governed by and construed in accordance with the law of England and Wales.

(2) Each party irrevocably agrees 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.

Covid-19 and other infectious diseases

Covid-19, often referred to as coronavirus or any of its variants, and other infectious disease that can result in serious and potentially fatal illness. There is a risk of the transmission of Covid-19 and other infectious diseases in any environment where people come together. This risk increases in enclosed spaces and with increased numbers of people.

The World Health Organisation has advised that the elderly and those with underlying medical conditions are more vulnerable. Upon entering the Exhibition the Exhibitor, Exhibitor Employees and Subcontractors, and Attendees assume all risk associated with Covid-19 and other infectious diseases.

The Organiser will not be found liable for any Exhibitor, Exhibitor Employees and Subcontractors, and Attendees of the Exhibition contracting or spreading Covid-19 or any other infectious diseases.

The Exhibitor acknowledges the contagious nature of COVID-19 and infectious diseases and assume all risk associated with being exposed to or infected by COVID-19 or any other infectious diseases by participating in the Exhibition, and that such exposure or infection may result

email: hello@shopcornish.co.uk
tel: 01872 888733

in personal injury, illness, permanent disability, and death to myself or relatives.

The Exhibitor also agrees to:

Abide by all government guidance aimed at preventing the transmission of viruses (details of which can be accessed via the following links: <https://www.gov.uk/coronavirus>)

Follow all directions provided by staff members and set out in the signage within the venue. The Exhibitor, Exhibitor Employees and Subcontractors must not enter the venue if they believe that they may have been infected with Covid-19 or any other infectious disease.

Failure to comply with these measures shall entitle the Organiser to eject you from the event.

IT IS RECOMMENDED THAT YOU COPY THE COMPLETED BOOKING FORM AND TERMS & CONDITIONS AND SAVE A COPY TO YOUR COMPUTER FOR FUTURE REFERENCE.