

TERMS AND CONDITIONS

These are the standard Terms and Conditions which apply to all Events held by us, Heritage Lincolnshire, a company registered in England and Wales under company number 10014163, whose registered office address is at The Old School, Cameron Street, Heckington, Sleaford, Lincolnshire, NG34 9RW ("the Company").

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - "**the Agreement**" means the agreement entered into by the Trader and the Company incorporating these Terms and Conditions which shall govern the Event;
 - "**Booking**" means the Trader's request to participate in the Event;
 - "**Confirmation**" means the notification made by us that the Booking has been accepted. This notification is subject to these Terms and Conditions;
 - "**Event**" means the Exhibition, event or events the subject of the Agreement;
 - "**Services**" means the event management services to be provided by us to the Trader and the Services to be provided by them as the Trader;
 - "**Total Price**" means the total sums payable for the Services; and
 - "**Trader**" means you, any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which makes a booking with us;
- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 "writing", and any cognate expression, includes emails, letters and similar transmissions;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.2.4 a Clause is a reference to a Clause of these Terms and Conditions; and
 - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to persons shall include corporations.

2. How the Contract is formed between you and us

The Trader shall complete a Booking Form detailing their requirements. Your booking constitutes an offer to us to participate in the Event. All bookings are subject to acceptance by us and we will confirm such acceptance to you in writing. The contract between us will only be formed when we send you the booking Confirmation.

3. Services

- 3.1 We shall provide an event management Service to the Trader. We will use reasonable care and skill in providing the event management Service.
- 3.2 We will allocate a space to the Trader and this cannot be changed by the Trader under any circumstances. We reserve the right to change the space at our sole discretion.
- 3.3 We shall undertake such advertising campaigns as we deem necessary from time to time. By completing the Booking Form you give permission for the Company to use your information including, but not limited to business name and description as part of these advertisements. Should you not want your details to be shared in this way, written notice must be given as soon as possible.
- 3.4 Whilst reasonable effort will be taken to advertise the Event, we cannot under any circumstances guarantee the amount of footfall at any Event.
- 3.5 From time to time we may take photos and videos of the Event for marketing and social media purposes. We will use all reasonable endeavours to remove any identifying features, however cannot guarantee that this will be possible. Should you not wish to be included in such please let us know in writing. All intellectual property in such shall remain ours and shall not be reproduced by you without our prior written Consent.

4. The Trader's obligations

- The Trader is required to hold Public Liability insurance with an indemnity of a minimum of £1 million. Certificates must be sent to us with the Booking form.
- 4.1 The Trader is also responsible for the insurance of their own goods and equipment, and to ensure their products comply with any relevant legislation including, but not limited to UKCA marking, and maintaining food safety certification.
 - 4.2 The Trader must stipulate their requirements on the Booking form, including but not limited to, access to electrical sockets. Should electricity be used, any equipment must be PAT tested and certificates provided.
 - 4.3 The Trader should advise the Company as soon as possible of any disability requiring additional assistance.
 - 4.4 The Trader must conform to all times stipulated. In any case, unless otherwise stated, set-up is required to be completed, all sides of tables covered, and all packaging and storage containers to be out of sight, at the times agreed. The Trader must remain at the Event throughout the duration of the Event. Set-down may only begin from the advertised end of the Event, and shall be completed within 2 hours.
 - 4.5 The Trader must observe all rules and instruction given by the company, and must return all tables and/or other equipment in the condition it was received.

5. Fees and payment

- 5.1 The price of the Services will be as stated on our booking form current at the date of your booking, except in the cases of obvious error, or such other price as may be agreed in writing by us.
- 5.2 You must pay for the Services upon invoice, and in any case 30 days before the Event.
- 5.3 Payment can be made by cheque, BACS, card or cash.
- 5.4 Bookings shall not be deemed confirmed until payment has been received in full, in cleared funds. Should payment not be received by its due date, the Company shall have the right to cancel the Booking.

6. Variations and Amendments

- 6.1 If you wish to vary any details of the Confirmation, up to and including the date of Event being attended, you must notify the Company in writing as soon as possible. Although we shall endeavour to make any required changes we cannot guarantee these can be fulfilled. Any additional costs thereby incurred through variation shall become immediately due and payable.
- 6.2 If, due to circumstances beyond the Company's control, we have to make any change in the arrangements relating to the Confirmation we shall notify you as soon as possible. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
- 6.3 The Company reserves the right to do the following:

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- 6.3.1 amend any accidental error or omission in any documentation
- 6.3.2 amend any Agreement in order to reflect a change in the circumstances beyond our reasonable control; and
- 6.3.3 vary our schedule of charges from time to time.

7. Cancellation

- 7.1 If the Trader wishes to cancel the Booking, they may do so at any time by written notice to the Company provided that:
 - 7.1.1 if the cancellation notice is received by the Company more than 28 days before the start date of the Event, the Company shall refund the Trader in full, minus administration costs.
 - 7.1.2 if the cancellation notice is received by the Company less than 28 days before the start date of the Event, the Company shall refund the Trader 50% of payment.
 - 7.1.3 if the cancellation notice is received by the Company less than 14 days before the start date of the Event, the Company will retain all monies paid.
- 7.2 If we cancel your Booking, we will contact you in writing as soon as is reasonably possible. If you have made any payments to us under clause 5, these will be refunded as soon as is reasonably possible. If we cancel due to any of the circumstances detailed in clauses 5.4 and 11, you will lose any payments made to us.

8. Complaints

- 8.1 Any complaints or disputes must be referred immediately to a partner of the Company, we shall endeavour to reach agreement between the parties involved, however the Company's decision will be final.

9. Liability and Indemnity

- 9.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the terms of the Agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) in connection with the performance of obligations arising under the Agreement or with the use by the Trader of the Event Management Services supplied in connection with the Event.
- 9.2 The Trader shall indemnify the Company against all damages, costs, claims and expenses incurred by it arising from loss or damage to any equipment (including that of third parties) caused by the Trader or its agents or employees.
- 9.3 The Company shall not be liable to the Trader or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control.

- 10. **How We Use Your Personal Information:** All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and the UKGDPR.

11. Events outside our control (Force Majeure)

No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

12. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

13. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

14. Third Party Rights

- 14.1 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 14.2 Subject to this Clause 14, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

15. Notices

Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three business days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

16. Entire Agreement

- 16.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 16.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

17. Severance

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

18. Law and Jurisdiction

- 18.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 18.2 Subject to the provisions of Clause 18, any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.