



1. **Definitions and Interpretation**

In these Conditions, unless the context otherwise requires (a) reference to the singular includes reference to the plural (and vice versa), (b) reference to any gender includes reference to the other genders and the neutral, (c) references to persons shall include an individual, company, corporation, firm, partnership or limited liability partnership, (d) reference to "clause" are to a clause or condition within the Conditions, (e) the headings are for convenience and shall not affect the interpretation or construction, (f) references to "includes" or "including" or like words or expressions shall mean without limitation; (g) references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification), (h) a reference to writing or written includes email and (i) the following expressions shall have the following meanings:-

"**Authorities**" the local authority, Trading Standards, the Fire Authority, the Environmental Health Officer and the Health and Safety Executive and any other authority claiming jurisdiction over the Exhibition and/or the Venue;

"**Booking Form**" the booking form for the Exhibition completed by the Exhibitor;

"**Organiser**" Royal Agricultural Society of England (RASE), a charity registered in England under charity number 209961 with registered address at 6th Street, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LZ;

"**Conditions**" these terms and conditions as amended from time to time in accordance with clause 22.2;

"**Contract**" the contract between the Organiser and the Exhibitor resulting from acceptance by the Organiser of the Booking Form containing the Exhibitor's application for a Stand and additional goods or services agreed in writing between the Exhibitor and the Organiser.

"**Exhibition**" the exhibition, show, event or conference referred to in the booking form completed by the Exhibitor;

"**Exhibition Manual**" the manual provided to the Exhibitor regarding the Exhibition.

"**Exhibition Regulations**" the regulations drawn up for the Exhibition by the Organiser and made generally available by the Organiser, as contained within the Exhibition Manual;

"**Exhibitor**" the company, firm or person described as the "Exhibitor" in the Booking Form;

"**Exhibits**" exhibits and/or goods and/or services to be displayed and/or sold and/or provided by the Exhibitor on the Stand as stated in the Booking Form;

"**Fee**" the total amount payable by the Exhibitor to the Organiser for the Stand including VAT as shown on the Booking Form;

"**Force Majeure Event**" means any circumstance not within the Organiser's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake 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 action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion, accident or damage to a Venue; (g) interruption or failure of any utility service; or (h) labour disputes, strikes industrial action or lock outs.

"**Liability**" liability in or for breach of contract, negligence, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and "the Contract" shall be deemed to include any collateral contract);

"**Stand**" the space at the Exhibition to be occupied by the Exhibitor whether or not the Exhibitor uses the space for a stand as such; and

"**Venue**" the venue at which the Exhibition is to be held.

2. **The Contract**

2.1 The completed Booking Form constitutes an offer by the Exhibitor for a Stand at the Exhibition in accordance with these Conditions.

2.2 The completed Booking Form shall only be deemed to be accepted when the Organiser issues written acceptance of the completed Booking Form at which point and on which date the Contract shall come into existence.

2.3 The person signing and returning the completed Booking Form is confirmation that they have the requisite authority to enter into the Contract for and on behalf of the Exhibitor.

2.4 So that the basis of the contractual relationship between the Organiser and the Exhibitor is completely clear, it is agreed that the whole of the Contract is to be found in the Booking Form, Exhibition Manual, Exhibition Regulations and in these Conditions. Accordingly, there are no enforceable promises, terms, conditions, warranties or representations by either party, whether oral or written or in any form, including anything which would in the absence of this clause be implied, other than the terms set out in the Booking Form, Exhibition Manual, Exhibition Regulations and in these Conditions.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Exhibitor seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6 Prior to the Contract, the Organiser or the Exhibitor or their respective representatives may have made statements or forecasts including about the Exhibition, attendance figures, other Exhibitors, Exhibits or events which may form part of the Exhibition, the position of the Stand and/or the quality of Exhibits. Because the Organiser's plans for the Exhibition may change and certain matters are not under the Organiser's control - for example, the Organiser cannot guarantee the attendance of other Exhibitors or the public - each of the Organiser and the Exhibitor confirms that it has not entered into the Contract in reliance on any statement or forecast. Accordingly, any Liability of either party for misrepresentation is expressly excluded. This exclusion does not apply to a fraudulent misrepresentation or a misrepresentation as to a fundamental matter.

3. **Payment**

- 3.1 The Exhibitor shall pay the Fee in cleared funds to the Organiser by the date(s) shown on the Booking Form.
- 3.2 If the Exhibitor is late in paying any part of any undisputed monies due to the Organiser under the Contract, the Organiser may (without prejudice to any other right or remedy available to it whether under the Contract or by any statute, regulation or bye-law) do any or all of the following:
 - 3.2.1 charge interest and other charges on the amount due but unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;
 - 3.2.2 terminate the Contract, without refunding monies already received, and re-let the Space if there is any payment of the Fee outstanding after 29th February 2024.
 - 3.2.3 deny access to the halls and the Exhibition to any Exhibitor or Exhibitors contractor(s) or agents where any invoices payable are outstanding.

4. **Withdrawal**

- 4.1 The Exhibitor may withdraw from the Exhibition or reduce their stand space by notifying the Organiser of its decision to withdraw in writing. In the event of the Exhibitor's decision to withdraw, a cancellation fee calculated in accordance with clause **Error! Reference source not found.** shall become immediately payable by the Exhibitor to the Organiser (or retained in respect of such element of the Fee already paid to the Organiser).
- 4.2 The cancellation fee shall be calculated as follows:

Date of withdrawal	Percentage of the Fee Payable
On or before 30 th November 2023	20%
On or before 29 th February 2024	50%
After 29 th February 2024	100%

Less in each case any part of the Fee already paid by the Exhibitor to the Organiser.

- 4.3 In the event of any withdrawal, the Organiser may resell or reallocate the Stand that had been allocated to the Exhibitor. Even if it does so, the Organiser will be under no obligation to reimburse or reduce any payment made or to be made by the Exhibitor under clause **Error! Reference source not found.**
- 4.4 For the purpose of this clause 4, withdrawal will be deemed to take place on the date upon which notice of withdrawal is received in writing by the Organiser or given by the Organiser in the case of non-payment by the Exhibitor of any instalment of the Fee.

5. **Exhibitor's Obligations**

- 5.1 The Exhibitor will be permitted to occupy the Stand as the Organiser's licensee. The Exhibitor will not obtain any right of exclusive possession or occupation of or any proprietary interest in the Stand.
- 5.2 Applications for space should be made on the appropriate Booking Form and shall be returned to the Organiser by the date stated by the Organiser.
- 5.3 All Exhibitors will remain within their allocated Stand space for the duration of the Exhibition. The area booked must be sufficient to accommodate the whole display without encroachment onto adjacent stands or areas. Exhibitors of elevators, hoists, or other articles which necessitate ropes, wires or other supports, are required to take sufficient space to include such supports within the Stand for which they pay. The Organiser does not offer exclusivity to any Exhibitor, manufacturer and/or their products at their Exhibitions.
- 5.4 The person signing the Booking Form on behalf of the Exhibitor shall be deemed to have full authority to do so. The Organiser shall not have any Liability should the Exhibitor claim that such person did not have such authority. The person entering into the Contract shall have Liability under the Contract as a primary obligor notwithstanding that the Contract is entered into on behalf of a third party.
- 5.5 The Exhibitor shall not allow third parties' products or services to be used or promoted in connection with their Exhibits unless those third parties are exhibitors in their own right at the Exhibition or part of a presentation staged by the Organiser. Where an Exhibitor is part of a larger organisation, the Exhibitor shall ensure that only products and services promoted by the Exhibitor are exhibited. Products and services of another group company can only be exhibited if the Exhibitor is the holding company (as the term "holding company" is defined by Sections 1159 and 1160 of the Companies Act 2006). The Exhibitor shall ensure that all use of the Stand, and displaying, exhibiting, marketing, promoting, and selling all products and

services at or in conjunction with the Stand, must comply with the law, statutes and appropriate regulations, and accord with the aims, ethos and reputation of the Exhibition.

- 5.6 The Exhibitor shall not (and shall not purport to) assign, sub-license, transfer, novate, charge or otherwise encumber, create any trust over or deal in any manner with the Contract or any of its rights, liabilities or obligations under the Contract or sub-let, part with or share occupation of the Stand or any part of it, without the prior written consent of the Organiser. Nonetheless, with the prior written approval of the Organiser, the Exhibitor may share occupation of the Stand with another company in the same group as the Exhibitor or associated in business with the Exhibitor.
- 5.7 The Exhibitor shall ensure that no part of any Stand erected by the Organiser or its contractors is removed, defaced or in any way damaged. The Exhibitor shall reimburse the cost of repairs and reinstatement and shall indemnify and keep indemnified the Organiser in respect of all costs, losses, expenses and damages arising due to breach of this clause or damaging any of the Organiser or Venue property.
- 5.8 The Exhibitor shall be responsible in all aspects for any ancillary equipment or machinery required for demonstrations, and shall comply with all appropriate health and safety regulations. The Exhibitor shall ensure that a trained instructor or demonstrator has adequately instructed all personnel in the safe operation and running of the equipment and machinery in advance of demonstrating it at the Exhibition. The Exhibitor shall ensure that only appropriately qualified and certified instructors shall demonstrate equipment or machinery of a specialised nature. Where appropriate, no person shall operate an item of equipment or machinery without a full and valid licence. The Exhibitor shall be responsible for any additional safety fencing required for their equipment/machines. The Organiser reserves the right to close an Exhibit for failure to comply with the aforesaid.
- 5.9 If the Organiser or its employees, officers, agents, contractors or representatives provide any assistance with setting up or preparing the Stand in accordance with the Exhibitor's instructions, the Exhibitor shall remain fully responsible for ensuring that the preparation and set up of the Stand meets its requirements and complies with these Conditions. The Organiser does not warrant that any particular Stand or set up will meet any particular needs of the Exhibitor.
- 5.10 The Exhibitor shall comply with any additional obligations as set out in the Exhibitor Manual.

6. Organiser's Rights

- 6.1 The Organiser reserves the right to refuse or to exclude any person from the Exhibition who, in the opinion of the Organiser, has breached the Conditions or is or may be guilty of conduct unbecoming an Exhibitor at an exhibition organised by the Organiser, either at or in conjunction with an Exhibition.
- 6.2 The Organiser may refuse to accept any application for space, cancel any application which may have been accepted, refuse admission of any proposed Exhibit or Exhibitor or person, or order the removal of any Exhibit already delivered. The Organiser shall not be required to give a reason for its decision. If, under this clause, an application for space is refused or an allocation of space is cancelled by the Organiser, admission is refused or an Exhibit is removed, except where the Exhibitor is in breach of any of the Conditions, the Organiser shall refund to the Exhibitor the Fee paid in full satisfaction of all claims against the Organiser for the refusal, cancellation or removal.
- 6.3 The Organiser may make changes in the layout of the Exhibition between the time when the Contract is entered into and the Exhibition is held for any reason, including the need to accommodate additional features or events in the Exhibition or to comply with any requirements of the Authorities and/or the owner of the Venue. Accordingly, the allocation of a Stand number or description of a particular position on the plan for or the layout of the Exhibition is provisional and subject to alteration. If the size of the Stand is reduced as a result of any such alteration, the amount of the Fee shall be reduced pro rata to the reduction in the size of the Stand. In no circumstances will the Exhibitor be required, without the Exhibitor's prior written agreement, to pay an increased Fee.

7. Force Majeure

- 7.1 Provided it has complied with clause 7.2, if the Organiser is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Organiser shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 7.2 The Organiser shall:
- 7.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the Exhibitor of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- 7.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

8. Cancellation or Postponement of Event or Change of Venue by the Organiser

- 8.1 The Organiser may, at its convenience, cancel, postpone or move the Exhibition to another Venue if the Organiser thinks fit. The Organiser shall inform the Exhibitor in writing as soon as possible if the Exhibition is cancelled or postponed or moved to another Venue.

- 8.2 If the Exhibition is postponed or moved to another Venue due to any event beyond the reasonable control of the Organiser, and this may include a Force Majeure Event, the Contract will remain in force for the new dates and Venue provided that: (a) the new dates and/or Venue are in the reasonable opinion of the Organiser appropriate for the Exhibition; and (b) the new date is no more than 13 months after the planned date for the Exhibition. The Organiser may postpone the Exhibition on no more than two occasions pursuant to this clause 8.2. If the proposed new date for an Exhibition following its postponement is more than 13 months later than the original planned date; or the Organiser notifies the Exhibitor of a third postponement, the Exhibitor may at its election terminate the Contract with immediate effect by serving notice on the Organiser and receive a refund of the sums paid to the Organiser (without interest). Any such refunds shall be the Exhibitor's sole and exclusive remedy against the Organiser.
- 8.3 For the avoidance of doubt, where the Organiser cancels the Event for any reason (save for in the case of a Force Majeure Event), the Organiser shall refund (without interest) any instalments of the Fee received by the Organiser from the Exhibitor.
- 8.4 Except as expressly provided in this clause 8, the Organiser shall have no liability arising out of or in respect of any cancellation or postponement of the Exhibition or of it being moved to a new Venue howsoever arising.

9. **Exhibition Regulations and Manual**

- 9.1 The Exhibitor agrees that it and its employees, officers, agents, contractors, representatives, visitors and guests shall observe and obey the Exhibition Regulations and instructions contained in the Exhibition Manual which will be made available 3 months before the event. Failure to do so will be a breach of the Contract.
- 9.2 The Authorities and the Organiser may also impose certain requirements or regulations with regard to the Exhibition. These requirements may relate, including but not limited to, health and safety, trading standards, procedures relating to emergencies, access to the Venue and parking. The Exhibitor agrees that it and its employees, officers, agents, contractors, representatives, visitors and guests shall comply with any such regulations or requirements.
- 9.3 If the Organiser has reason to believe that the Exhibitor is in material breach (which shall include the Authorities informing the Organiser that the Exhibitor is in material breach) of any regulations, requirements or instructions described in this clause 9, the Exhibitor shall be in material breach of the Contract.
- 9.4 In any event, the Exhibitor shall make good, repair and compensate for any damage to the Venue or property at the Venue or any death or personal injury, in each case caused by the Exhibitor or its employees, officers, agents, contractors, representatives, visitors or guests. The Exhibitor shall fully reinstate the Stand to the Organiser's reasonable satisfaction, or the Organiser may have the work undertaken and charged to the Exhibitor. The Exhibitor is responsible for ensuring that its employees, officers, agents, contractors, representatives, visitors and guests comply with these regulations.

10. **Promotion, Raffles, Draws and Competitions**

- 10.1 Collections may be organised only with the written permission of the Organiser and must only be conducted within the boundaries of the Exhibitor's Stand. Prize winners in any raffles, draws or competitions must be announced by 4.00 pm on the last day of the Exhibition. Applications for permission must be made in writing by 29th February 2024. The written permission and the rules of the event must be displayed on the Stand.

10.2 **Leaflets and Advertising**

The Exhibitor is permitted to distribute leaflets or advertising only within the boundaries of its own Stand at the Exhibition. The Exhibitor shall not encroach on the avenues, walkways or open space, or do anything that may cause obstruction.

No advertising materials may be placed on, including but not limited to, cars in the car parks or posted on walls in the toilets, passageways or restaurants. Exhibitors infringing this ruling will be required to remove this material and collect any litter resulting from such an infringement and pay any costs associated. Flyposting or unauthorised banners are not permitted within the Exhibition or the car parks.

11. **Health and Safety**

- 11.1 All Exhibitors shall use reasonable endeavours to ensure they take all appropriate acts in the provision of the health and safety of themselves and visitors to its Stand. All Exhibitors must co-operate with the Organiser's management to achieve the following health and safety provisions. In particular, the Exhibitor must:

- follow the Exhibitions health and safety rules and procedures;
- carry out their Stand activities in a safe and proper manner;
- co-operate, so far as is necessary, to enable any relevant legal duty or requirement to be complied with;
- not intentionally or recklessly interfere with or misuse anything provided at the Exhibition in the interest of health, safety or welfare;
- display constant vigilance in the identification and control of risks. Any health or safety problem which cannot be put right must be notified immediately to the Organiser's management.
- complete the risk assessment form (as contained within the Exhibitor Manual) to cover their attendance at the Exhibition for both the build-up and break-down periods and the show days.

Failure to comply with these requirements could lead to prosecution by the Health & Safety Executive (HSE).

11.2 The Exhibitor shall comply with all rules, regulations, codes of practice or guidance issued by the UK Government or the Organiser from time to time in response to any Health Emergency including, but not limited to, the operation of the Exhibition, social distancing and the use of personal protective equipment.

12. **Catering**

12.1 The Organiser has appointed official caterers to the Exhibition. Catering must only be provided by the official caterers. No Exhibitor shall sell or offer for sale any foodstuffs or beverages to members of the public. The Exhibitor shall refer to the Exhibition Manual for further details regarding catering at Exhibitions organised by the Organiser.

13. **Liability of the Parties**

13.1 In addition to its Liability to pay the Fee, the Exhibitor will have Liability:-

13.1.1 to pay any additional amounts which may be charged by the Organiser to the Exhibitor in accordance with the Exhibition Regulations or for goods or services provided at the Exhibitor's request to the Exhibitor by or on behalf of the Organiser; and

13.1.2 to indemnify the Organiser against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Organiser arising out of or in connection with the Exhibitor's breach or negligent performance or non-performance by the Exhibitor of any of its obligations under the Contract.

13.2 Although the Organiser may arrange for security at the Exhibition, the primary purpose of the security provided is to ensure the safety of the public at, and control of access to and egress from, the Exhibition. Except to the extent caused by the Organiser or its negligence or of any representatives of the Organiser, the Organiser is not responsible for the safety of Exhibits nor of any other property of the Exhibitor or any person or for any death or personal injury of the Exhibitor's officers, employees, contractors, visitors or guests at the Exhibition.

13.3 Neither party excludes or limits its Liability for: (a) its fraud or fraudulent misrepresentation; or (b) death or personal injury caused by its negligence; or (c) any other Liability which cannot be excluded or limited by applicable law.

13.4 Subject to clause 13.3, the Organiser's only Liability shall be for any Liability arising pursuant to the terms of the Contract.

13.5 Subject to clause 13.3, the Organiser shall not have any Liability in respect of any: (a) indirect or consequential losses, damages, costs or expenses; (b) loss of actual or anticipated profits; (c) loss of revenue; (d) loss of contracts; (e) loss of business; (f) loss of goodwill; (g) loss of opportunity; (h) loss of operation time; (i) loss of use of money; (j) loss of anticipated savings; (k) loss, damage or corruption of data; or (l) ex gratia payments; in each case whether or not such losses were reasonably foreseeable or the Organiser or its agents had been advised of the possibility of the Exhibitor incurring such losses. For the avoidance of doubt, sub-clauses (b) to (l) apply whether such losses are direct, indirect, consequential or otherwise.

13.6 Subject to clause 13.3, the total aggregate Liability of the Organiser shall be limited to the greatest of: (a) £1,000; or (b) 110% of the total sums paid and total other sums payable, in aggregate, by the Exhibitor to the Organiser under the Contract.

13.7 Subject to clause 13.3, the Organiser does not have any Liability for the act or omission (including the supply or failure to supply or poor supply or delayed supply) to the Exhibitor of any goods or services by any supplier designated as an official supplier in the Exhibition Manual or by any other person.

13.8 In no circumstances will the Organiser have any Liability for any failure by it to perform any obligation under the Contract arising as a result of circumstances beyond the reasonable control of the Organiser.

13.9 In certain circumstances, the Exhibitor may wish to organise an activity or event on its Stand which is or may in the opinion of the Organiser involve some risk to a participant or the public or other person at the Exhibition or their property. Such activity or event is subject to the prior written approval of the Organiser on a case-by-case basis and which approval may be withdrawn by the Organiser at any time. Even where the Organiser has provided its prior written approval, the Organiser may require the Exhibitor:

13.9.1 to enter into a separate indemnity by way of deed in favour of the Organiser and/or such other person as the Organiser may specify in respect of any liability arising from such activity or event; and

13.9.2 to obtain from exhibitors a form of waiver and/or indemnity in terms approved by the Organiser.
The form of such indemnities and/or waivers will be contained in the Exhibition Manual.

14. **Insurance**

The Exhibitor shall take out and maintain insurance with an insurance company and with a level and extent of cover necessary to meet its Liabilities (including public and employee liability insurance) and shall on demand produce to the Organiser a copy of the policy and evidence that it is in force and the insurers are not entitled to exercise subrogation rights against the Organiser. The Exhibitor shall maintain in force employers' liability insurance of not less than £5,000,000 (5 million pounds) and public liability insurance of not less than £5,000,000 (5 million pounds).

15. **Electrical Installation Sound and Visual Aid Equipment**

15.1 A power supply to suit the requirements of Exhibitor's stand can be booked in advance through the Organiser's official electrical contractors as detailed in the Exhibitor Manual.

15.2 The cost of this supply is to be met by the Exhibitor. Under no circumstances are Exhibitors' own staff or any other non-approved persons permitted to carry out electrical installation work. Any Exhibitors electrical appliances must be either under warranty (<2yrs old) or hold a valid PAT test certificate.

15.3 No device will be permitted if in the opinion of the Organiser it may become a nuisance to other exhibitors and visitors. The Exhibitor shall not use sound amplification equipment unless the sound is contained within the area of the Stand allotted to

it. The Exhibitor shall ensure that any visual aid equipment for its Stand shall also be sited so that intending viewers congregate within the limits of the Exhibitor's Stand.

15.4 The Exhibitor shall comply with all other obligations relating to electrical installation and sound and visual aid equipment as set out in the Exhibitor Manual from time to time.

16. **Admission Tickets and Vehicle Entry Passes**

16.1 The Exhibitor shall ensure that any non-transferable passes supplied to admit the Exhibitor and its and its employees, officers, agents, contractors, representatives, visitors and guests are presented on request. If such a ticket is transferred or otherwise disposed of it will become immediately forfeited and no further ticket will be issued. The Organiser reserves the right to refuse admission to any person to the Exhibition without giving any reason and to expel any person whose conduct or presence in the opinion of the Organiser renders such action desirable. The Exhibitor is responsible for ensuring that all employees, officers, agents, contractors and representatives connected in any way with the construction, operation or dismantling of its Stand are in possession of the correct admission tickets and vehicle entry passes. Exhibitor tickets are solely to admit the Exhibitors and its employees, officers, agents, contractors and representatives and must not be sold, transferred or given to any third party. If the Exhibitor breaches this clause, it may be expelled from the Exhibition site for the Exhibition and subsequent exhibitions or events. Admission tickets and vehicle entry passes will only be issued on full settlement of the Exhibitor's account. The Exhibitor shall abide by the ticketing system in operation at the Exhibition at all times. The Organiser reserves the right to withdraw any vehicle entry pass if the pass is being used improperly.

17. **Livestock**

Livestock are not permitted at the Exhibition and the Exhibitor shall ensure that no such livestock gains or is permitted entry to the Exhibition.

18. **Event Guide**

18.1 The Organiser will normally publish an official guide to the Exhibition. The Exhibitor agrees to provide such information to the Organiser as is required by it in connection with the guide. The Organiser will not however have any responsibility for any omissions or errors which may be made in the guide unless such omissions or errors have been drawn to the Organiser's attention in writing by the Exhibitor by the dates which are specified in the Exhibition Manual.

19. **Data Protection**

19.1 The Organiser may process the Exhibitor's personal data and information for the purposes of managing its application to participate at the Event and in its business relationship with the Organiser in accordance with the applicable data protection law. That information and data will also be retained for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Organiser to improve and personalise the services that it offers and the information it transmits. Please refer to our Privacy Statement which can be found at www.pigandpoultry.org.uk.

19.2 In accordance with the applicable regulations, the exhibitor has the right to access, correct and delete its personal data and to object to their processing. To exercise these rights contact pigpoultry@rase.org.uk or telephone 02477 351 045.

20. **Termination**

20.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party.

20.2 Without affecting any other right or remedy available to it, the Organiser may terminate the Contract with immediate effect by giving written notice to the Exhibitor if the Exhibitor:

20.2.1 commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within a reasonable amount of time of the Exhibitor being notified in writing to do so;

20.2.2 repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

20.2.3 fails to comply with the terms set out in clause 11;

20.2.4 takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 20.2.4;

20.2.5 suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

20.2.6 financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

20.2.7 fails to pay any amount due under the Contract on the due date for payment.

21. **Consequences of Termination**

21.1 On termination of the Contract:

21.1.1 Save for the circumstances set out in clause 8.2 and 8.3, the Exhibitor shall immediately pay to the Organiser all of the Organiser's outstanding unpaid invoices, interest (where applicable) and the relevant cancellation fee, pursuant to clause 4.2;

21.1.2 the Exhibitor shall (where applicable), return any materials or property belonging to the Organiser. 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

Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

- 21.1.3 the Organiser may, either at the Exhibitor's cost, return the Exhibits and/or the Exhibitor's property to the Exhibitor at the address specified in the Booking Form, or make the Exhibits and/or the Exhibitor's property available for collection by the Exhibitor for a time reasonably determined by the Organiser, or failing the Exhibitor's collection within that time, destroy or otherwise dispose of the Exhibits or such property as the Organiser thinks fit.
- 21.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 21.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

22. **General**

- 22.1 Any notice, agreement, consent or approval to be given by or to the Exhibitor or the Organiser under the Contract must be in writing. It is deemed served or given when actually received by the receiving party.
- 22.2 No alteration, addition, amendment or waiver to the Contract shall be binding on the Organiser or the Exhibitor unless it is in writing and signed by a person duly authorised to do so by the Organiser and the Exhibitor.
- 22.3 Unless the Organiser expressly states in writing that it is waiving a particular power, right or remedy in a particular stated instance, no failure or delay or omission by the Organiser in exercising any power, right or remedy under the Contract or at law shall operate as a waiver of such power, right or remedy; and no waiver in any particular instance shall extend to or affect any other or subsequent event or impair any powers, rights or remedies in respect of it or in any way modify or diminish that Party's other powers, rights or remedies under the Contract or at law.
- 22.4 If any clause or other provision in the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or provision or part of any clause or provision, all of which shall remain in full force and effect.
- 22.5 Nothing in the Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the parties.
- 22.6 A person who is not a party to the Contract has no rights under any law to enforce any term of the Contract.
- 22.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). All dealings, correspondence and contacts between the parties shall be made or conducted in the English language.