

Exhibition Terms & Conditions

Nature Nurtures 2018 National Conference 19th May 2018

1. DEFINITIONS AND INTERPRETATION

In these Conditions the definitions and the provisions relating to interpretation set out in schedule 1 shall apply.

2. AGREEMENT

1. These Conditions shall apply to any and all aspects of the Contract to the exclusion of any other terms that the Exhibitor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2. The Application shall be binding and the Contract shall come into force once acceptance has been communicated in writing by the Company.

3. ALLOTMENT OF SPACE

1. The Company shall endeavour (without guarantee) to allot space at the Exhibition in accordance with any preference expressed by the Exhibitor. Notwithstanding the dispatch of any Application Confirmation the Company reserves the right at any time and upon notice to the Exhibitor to:
 1. allot to Exhibitors such space as it determines;
 2. make changes to the allocation of space (including relocating any Exhibition Stands); and/ or
 3. change the size or type of any Exhibition Stand.
2. The Company's decision as to the allocation of space shall be final.
3. Without prejudice to clause 3.1, the Company shall endeavour to confirm the location of the Exhibitor's Exhibition Stand at the Venue to the Exhibitor on or before the date it issues an invoice for the balance of the Exhibition Fees in accordance with clause 10.2.2.
4. The Exhibitor shall not without written consent of the Company assign, sub-let, transfer or otherwise dispose of, or offer to share with any person, its Allotted Space or any part thereof or any interest therein.
5. The Exhibitor is responsible for all Exhibitor Materials, stand construction and related materials or equipment and bears the risk of any loss, theft or damage to the same.
6. An Allotted Space may be cancelled at any time in accordance with clauses 11 and 12.

4. EXHIBITOR OBLIGATIONS

1. The Exhibitor shall comply with:
 1. the Exhibition Requirements set out in schedule 2;
 2. the Get In Period and Get Out Period Requirements set out in schedule 3;
 3. adhere to all requests and directions of the Company and/or Venue Authority including, without limitation, in relation to health and safety, access, the height and other dimensions of the Exhibitor's stand and its positioning, construction, materials, displays and light and
 4. all requirements of law, regulation and codes of practice applicable to the Exhibitor in connection with the Exhibition and the Exhibitor's related activities;
2. Save as otherwise agreed in advance by the Company in writing, the Exhibitor shall not exhibit, show or otherwise promote goods:
 1. other than those in the Permitted Categories;
 2. which are or in any way depict toy guns, imitation or replica firearms, or kits thereof; or
 3. that (in the reasonable opinion of the Company) are of a violent, obscene, objectionable, illegal or sexual nature. Exhibitors should seek guidance from the Company in relation to any goods which may reasonably be considered likely to breach the terms of this clause 4.2.
3. The Exhibitor shall not exhibit, show or otherwise promote any goods which:
 1. infringe the Intellectual Property Rights of any third party; or
 2. the Exhibitor is not entitled (whether under law or contract) to exhibit, show or otherwise promote for the purpose of the Exhibition.
4. The Exhibitor shall:
 1. at its own cost construct or procure the construction of an Exhibition Stand in accordance with these Conditions and the reasonable instructions of the Company on the Allocated Space allotted to the Exhibitor as notified to the Exhibitor by the Company;
 2. ensure that the Exhibitor's stand is:
 1. suitably stocked and decorated,
 2. staffed by appropriately authorised Exhibitor personnel; and
 3. uncovered and in good order, at all times during the Exhibition Opening Hours;
 3. not offer for sale, display, promote, use or bring in to the Venue or any part thereof any materials or thing which would constitute or cause a breach of any Act of Parliament including (without limitation) The Toys (Safety) Regulations 1995, or any applicable laws, orders, bye-laws, regulations or rules;

4. at the Exhibitor's own cost and expense, ensure that all electrical installations for the Exhibition comply with any relevant provisions of the Exhibition Rules and Regulations
5. The Company reserves the right to refuse the use or display of any material the Company or the Venue Authority deem in their absolute discretion to be offensive, inappropriate or unsuitable.
6. The Exhibitor or its Attendees shall not:
 1. do, or omit to do, or permit to be done, any act which will or may be detrimental to the Exhibition or the reputation of or any goodwill associated with the Exhibition or the Company or which may jeopardise the smooth running of the Exhibition;
 2. do anything which, in the Company's reasonable opinion, may be or become a nuisance, disturbance or annoyance to the Company, any other Exhibitor or visitor to the Venue, the Venue Authority or the owners or occupiers of any adjoining land or premises to the Venue;
 3. use its Allotted Space for sleeping or residential purposes or for purposes other than those directly connected with the Exhibition;
 4. interfere with or after the electrical installations in the Venue or use or install in or bring into the Venue any means of equipment to provide for lighting or the generating of power save as ordered from the Company, the Venue Authority or their nominees in accordance with the terms of this Conditions or as agreed in advance with the Company in writing;
 5. bring into the Venue any tobacco, alcoholic or other beverage without the Company's prior written authorisation;
 6. interfere with or make alterations, attachments or additions to the Allotted Space nor place any loads on any beam or pillar or other part of the structure of the Allotted Space;
 7. park on or otherwise obstruct any part of the Venue save as specifically directed by the Company;
 8. do anything which may cause damage or disfigurement of any kind to the Venue or any property of the Company, the Venue Authority or of any third party;
 9. broadcast or make available any wireless local area network or other "wi-fi" network without the prior written consent of the Company; or
 10. bring into the Venue, nor permit or instruct any other person to bring into the Venue:
 1. any hazardous waste; and/or
 2. any material or substance which is dangerous, explosive, inflammable or unstable in nature, without the prior written consent of the Company (to be sought no later than 30 days prior to the commencement of the Exhibition). Where the Company grants any such consent, the Exhibitor shall take such precautions as would be expected of an experienced person handling such article or substance in a public place and such other measures as the Company may require at its sole discretion. The Company reserves the right to require the immediate removal from the Venue of any article or substance it deems likely to be objectionable or dangerous in any way whatever.
 7. The Exhibitor will be responsible for the actions and omissions of its Attendees as if they were its own.
 8. The Exhibitor shall, and shall ensure that all of its Attendees shall, comply with the terms of:
 1. the Exhibition Rules and Regulations;
 2. the Company's Code of Practice as appended in the Appendix; and
 3. any other terms of admission as notified to the Exhibitor from time to time
 9. The Company reserves the right to refuse admission to any person in its sole discretion, including without limitation any person whose attendance in the Company's sole opinion might disturb the conduct of the Exhibition or who does not satisfy the Company that his or her attendance is not for the purpose for which the Exhibition is intended.
 10. The Exhibitor will support and act in the best interests of the Exhibition at all times.
 11. The Exhibitor acknowledges that that the Company may need to share the Exhibitor's and/or any Attendees' names and contact details with the Venue Authority and any of the Company's suppliers involved in the operation of the Exhibition in order to assist the smooth operation of the Exhibition.

5. **DISTRIBUTORS, SALES AGENTS AND IMPORTERS**

Where any Exhibitor wishes to exhibit goods on behalf of a third party manufacturer (for example, as a distributor, sales agent or importer), the Exhibitor warrants that it has authorisation from the relevant manufacturer or licensor to display and sell such goods and shall provide evidence of such authorisation to the Company on demand.

6. **ADVERTISING AND PUBLICITY**

1. The Exhibitor shall not:
 1. display or authorise the display of any product, advertisement or other material that the Company reasonably considers to be offensive, unlawful, unsightly or unsuitable for public display; or
 2. permit displays or advertisements on behalf of any person other than the Exhibitor and its products and services.
 2. Where the Company considers that any display, advertisement, product or other material infringes the terms of clause 7.1, the Exhibitor shall remove any such advertisement immediately on request from Company to do so.
 3. The Exhibitor shall not undertake, nor instruct or permit any third party to undertake, any illegal or inappropriate marketing activities which bring or are likely to bring the Company or the Venue Authority into disrepute or cause or are likely to cause legal proceedings or other action to be initiated against bring the Company or the Venue Authority including, without limitation, any flyposting or other forms of advertisement and/or distribution of marketing material in contravention of any law including by-laws.

7. INTELLECTUAL PROPERTY

1. The Exhibitor shall ensure that any and all Exhibitor Materials do not infringe the rights of any third party, including any Intellectual Property Rights, and it has all necessary licences and consents in place in respect of its use, promotion, sale, pre-sale, exhibition and/or display of such Exhibitor Materials at the Exhibition.
2. The Exhibitor shall, regardless of any cancellation or termination of these Conditions, fully and promptly indemnify the Company in respect of all damages, costs, claims, demands, liabilities and expenses (including legal expenses) suffered or incurred by the Company as a result of any allegation, claim or action that any of the Exhibitor Materials or any other activities of the Exhibitor or its Attendees infringe the Intellectual Property Rights or other rights of any person.
3. The Company shall not be responsible or liable in any way for the Exhibitor Materials or any other activities of the Exhibitor or its Attendees or any other materials, goods, products or activities of any other exhibitor or attendee at the Exhibition in any circumstances whatsoever. Any allegations, claims or actions made against the Exhibitor by any third party or between exhibitors at the Exhibition (whether relating to the infringement of any Intellectual Property Rights or other rights) shall be a matter for the relevant exhibitors and/or third party to resolve and any role taken by the Company (in its absolute discretion) in facilitating discussions between the relevant parties shall confer no responsibility, obligation or liability on the Company.
4. The Exhibitor acknowledges that the Company may not be in a position to assess the merits of any allegations, claims or actions made by or against the Exhibitor relating to the infringement of any Intellectual Property Rights or other rights of the Exhibitor and the Exhibitor shall have no right under any circumstances to require the Company to investigate or to make any assessment or provide any opinion on the merits of such allegation, claim or action nor to enforce any term of these Conditions or any other right of the Company or take any other action for or against the Exhibitor or any other exhibitor, attendee or third party.
5. In the event of any allegation, claim or action made by or against the Exhibitor relating to the infringement of any Intellectual Property Rights or other rights, the Exhibitor shall promptly provide, or procure the provision of, any information or written submissions as are requested or required by the Company (in its absolute discretion).
6. Where the Company is compelled to take specific action or inaction pursuant to an order or judgment of a court of competent jurisdiction or has otherwise been provided with sufficient information to take action or inaction of its own accord for or against the Exhibitor relating to the infringement of any Intellectual Property Rights or other rights, the Exhibitor agrees to promptly comply at its own expense, with any demands of the Company or the exercise by the Company any term of these Conditions or any other right of the Company against the Exhibitor.
7. If the Exhibitor is the party to allege or claim that any other exhibitor or attendee is infringing the Intellectual Property Rights or any other rights of the Exhibitor, its licensors or any other third party and requests that the Company enforces or investigates or considers the possibility of enforcing any term of these Conditions or any other right of the Company against the other exhibitor or attendee, the Exhibitor shall:
 1. if requested by the Company immediately provide, in cleared funds, any sum estimated by the Company to cover all and any expenses likely to be incurred by the Company in taking any legal or other professional advice which the Company, in its absolute discretion, decides it should take in relation to the allegation or claim and request being made by the Exhibitor;
 2. in any event fully and promptly indemnify the Company in respect of all and any legal expenses or other costs or liabilities incurred by the Company in taking any such legal or other professional advice; and
 3. fully and promptly indemnify the Company and/or the Venue Authority in respect of all damages, costs, claims, demands, liabilities and expenses (including legal expenses) suffered or incurred by the Company as a result of the Company exercising or failing to exercise any term of these Conditions or any other right of the Company against the other exhibitor or attendee.

8. INSURANCE

During the term of the Contract, the Exhibitor shall maintain in force, with a reputable insurance company appropriate and suitable insurance sufficient to cover its liabilities under this Contract and shall, at the Company's request, produce both the insurance certificate(s) giving details of cover and the receipt for the current year's premium(s).

9. PAYMENT TERMS

1. The Exhibitor shall pay the Exhibition Fees to the Company in accordance with the terms of Schedule 4 and these Conditions.
2. The Company may invoice the Exhibitor:
 1. for the appropriate deposit (as set out in Schedule 4) at any time after receipt of its Application Form;
 2. for the balance of the Exhibition Fees at any time prior to the Exhibition; and
 3. for any additional charges incurred by the Exhibitor or its Attendees (including, but not limited to, any relevant Cancellation Charges) at any time.
3. The Exhibitor shall pay each invoice submitted by the Company in UK Sterling together with any and all bank charges, costs of currency exchange or similar charges:
 1. within 7 days of the date of the invoice; and
 2. in full and in cleared funds to a bank account nominated in writing by the Company, and
 3. time for payment shall be of the essence of the Contract.
4. All amounts payable by the Exhibitor under these Conditions are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT") which the Exhibitor shall add to its invoices at the appropriate rate.
5. Without limiting any other right or remedy of the Company, if the Exhibitor fails to make any payment due to the Company under these Conditions by the due date for payment ("Due Date"), the Company shall have the right to:

1. charge interest on the overdue amount at the rate of 4% per cent per annum above the then current Bank of England base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly; and/or
2. cancel the Exhibitor's Application and charge any relevant Cancellation Charges; and/or
3. refuse access to the Venue by the Exhibitor or its Attendees.
6. The Company reserves the right to vary the Exhibition Fees for any future Exhibitions at its sole discretion and gives no representations, guarantees or warranties that the level of Exhibition Fees for future Exhibitions will relate to or correspond with the Exhibition Fees for the Exhibition.
7. The Exhibitor shall pay all amounts due under these Conditions in full without any deduction or withholding except as required by law and the Exhibitor shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Exhibitor against any amount payable by the Company to the Exhibitor.

10. **CANCELLATION**

1. Where the Exhibitor wishes to terminate an Application prior to the Exhibition, the Exhibitor shall be solely liable for informing the Company. The Company reserves the right to resell any Allotted Space but shall have no obligation to do so.
2. Cancellation of any Application by the Exhibitor will only be effective if notified to the Company in writing in accordance with clause 16.
3. Where the Exhibitor cancels an Application in accordance with this clause 11, unless such termination is due to actual gross negligence or default by the Company, the Exhibitor shall pay the Cancellation Charges set out in Schedule 4 to the Company or, in the event of cancellation of part of the Application only, the Exhibitor shall pay to the Company a prorated proportion of the Exhibition Fees (as agreed with the Company). The Company reserves the right to resell the Exhibitor's Allotted Space but shall have no obligation to do so.
4. It is agreed by the Company and the Exhibitor that the Cancellation Charges are a genuine pre-estimate of the Company's resulting costs and losses.
5. Any Cancellation Charges payable pursuant to this clause 11 shall be payable in accordance with clauses 10.3 and 10.4.
6. The Company reserves the right to cancel an Application and/or any agreed Allotted Space at any time. Unless the Exhibitor is in breach of the Contract the Company shall refund any Exhibition Fees paid by the Exhibitor to the Company.

11. **TERMINATION**

1. Where the Company determines, in its absolute discretion, that the Exhibitor or its Attendees:
 1. are in breach of these Conditions and such breach may reasonably affect the smooth running of the Exhibition and/or the reputation or any goodwill associated with the Exhibition or the Company or may jeopardise the smooth running of the Exhibition; or
 2. is in breach of the Company's Code of Practice as appended in Appendix 1 and which is implied and incorporated into the Contract or may otherwise by its actions (past or present), attendance at, or association with the Exhibition bring the Company or the Exhibition into disrepute or otherwise jeopardise the smooth running of the Exhibition;
 3. may be infringing or threatening to infringe the Intellectual Property Rights or other rights of a fellow exhibitor or any other third party during the Exhibition or prior to the commencement of the Exhibition;

the Company reserves the right, but is not obliged, to take any or all of the following measures:

4. refuse entry and/or to immediately withdraw the right of the Exhibitor or its Attendees to exhibit at the Exhibition without notice;
5. immediately upon written notice terminate the Contract and associated Application;
6. require the Exhibitor and its Attendees to immediately provide, or procure the provision of, any further information or written submissions; and/or
7. require the Exhibitor and/or any or all of its Attendees, to immediately vacate the Venue and the Exhibition.
2. The Company may terminate the Contract by written notice with immediate effect if:
 1. the Exhibitor or its Attendees are in breach of any of their obligations under these Conditions (other than in relation to its payment obligations) and (in the case of a breach which is capable of being remedied) has failed to rectify such breach within 7 days of receipt of a notice from the Company specifying the breach and requiring a remedy; or
 2. any payment due from the Exhibitor is overdue for a period of fourteen (14) days or more.
3. Either party may terminate the Contract by written notice with immediate effect if:
 1. due to an event of Force Majeure the other party is prevented, delayed or hindered (or reasonably consider that it will be prevented, delayed or hindered) from carrying out any of its obligations under the Contract; or
 2. the other party gives notice to its creditors or any of them that it has suspended or is about to suspend payment or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order shall be made or resolution passed for its winding up or an administration order shall be made in respect of it, or it shall

become insolvent or shall make any assignment for the benefit of creditors or has a receiver appointed of all or any part of its assets or take or suffer any similar action in consequence of debt.

4. Upon termination of the Contract, all sums due to the Company in respect of the Exhibition (including the balance of the Exhibition Fees and/or any Cancellation Charges arising in accordance with clause 11) shall become immediately due and payable to the Company unless such termination is due to an event of Force Majeure pursuant to clause 12.3 or the Company's default pursuant to clause 12.3.
5. Termination of the Contract or cancellation of an Application shall be without prejudice to any other rights and remedies that the Company may have in respect of any breach by Exhibitor of its obligations under these Conditions.
6. Where the Company gives notice of termination to the Exhibitor pursuant to clause 12.1, the Company may without liability immediately withdraw the right to access to the Venue by the Exhibitor and Attendees and require the Exhibitor and its Attendees to immediately vacate the Venue. The Exhibitor shall immediately comply with any such request by the Company to do so.

12. LIABILITY

1. Nothing in these Conditions shall limit or exclude the liability of either party for:

1. death or personal injury resulting from negligence; or
 2. fraud or fraudulent misrepresentation; or
 3. the indemnities contained in clauses 8.2, 8.5 and 14; or
 4. any breach of these Conditions that results from the wilful act or wilful omission of that party or its employees, agents or subcontractors.
2. Subject to clause 13.1, the Company shall have no liability to the Exhibitor in contract, tort (including, without limitation, negligence) or for misrepresentation or breach of statutory duty or otherwise in respect of:
1. any liability arising by reason of an event of Force Majeure;
 2. the loss or theft or damage to any of the Exhibitor's property (or that of any visitor to the Exhibition, or the Exhibitor's Attendees) unless such loss, theft or damage is directly caused by the Company or its employees, agents or subcontractors;
 3. any loss or damage caused by the Venue Authority (or its employees, agents or subcontractors) or by any other exhibitor or attendee at the Exhibition;
 4. any loss or damage caused by the negligent or faulty installation of any Exhibition Fittings notwithstanding any checks or inspections that that Company may have carried out; or
 5. any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving; special, indirect or consequential damage or loss suffered by the Exhibitor that arises under or in connection with the Contract and/or the Exhibition
 6. any loss or damage and in particular, but not by way of limitation, any loss of Exhibition Fees, loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving; special, indirect or consequential damage or loss suffered by the Exhibitor resulting from the exercise of, or the failure to exercise, any right of the Company to:
 1. require the Exhibitor or any other exhibitor to remove any Exhibitor Materials;
 2. refuse entry and/or to withdraw the right of the Exhibitor or any other exhibitor to exhibit at the Exhibition;
 3. require the Exhibitor or any other exhibitor to provide, or procure the provision of, any further information or written submissions; and/or
 4. require the Exhibitor and/or its Attendees or any other exhibitor or third party to vacate the Venue.
3. Subject to clauses 13.1 and 13.2, the Company's liability for any loss, claim, damage, expense or cost suffered by the Exhibitor, as a result of the Company's breach of contract, negligence, misrepresentation, breach of statutory duty or otherwise shall be limited in aggregate to a sum equal to the total Exhibitions Fees paid by the Exhibitor.
4. Save as expressly stated in these Conditions, all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13. INDEMNITY

Notwithstanding clauses 13.2 and 13.3 and without prejudice to the provisions of clause 8, the Exhibitor shall, regardless of any cancellation or termination of these Conditions, fully and promptly indemnify the Company in respect of all damages, costs, claims, demands, liabilities and expenses (including legal expenses) suffered or incurred by the Company caused or contributed to by any act or omission or negligence of the Exhibitor or its Attendees arising from:

1. any personal injury or loss or damage to property sustained by any person, firm or company (including other exhibitors) as a result of any act or omission of the Exhibitor or its Attendees;
2. any marketing activity carried out by the Exhibitor or any third party engaged, instructed, retained by or otherwise acting on its behalf; and
3. any failure to take out and maintain relevant insurance cover in accordance with clause 9; and
4. any breach of these Conditions by the Exhibitor or its Attendees, including (without limitation) clauses 4 (Exhibitor Obligations), 7 (Advertising and Publicity) and 8 (Intellectual Property), save to the extent that such damages, costs, claims, demands, liabilities and expenses are due to the Company's negligence or wilful default.

14. **FORCE MAJEURE**

1. The Company reserves the right in its discretion to cancel the Exhibition or change its location, dates and/or timing in the event of any circumstance beyond its reasonable control, including without limitation fire, flood or other cause restricting the use of the Venue, power or equipment failure, transport restrictions, industrial dispute, cancellation or other action by the Venue Authority, acts of God, storms, riots, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.
2. In the event of cancellation of the Exhibition by the Company for any of the reasons set out in clause 15.1 above, the Company shall endeavour to offer an alternative exhibition opportunity, or may, at its sole discretion, offer the Exhibitor a refund of such element of the Exhibition Fees as it deems appropriate having regard to (without limitation) the Company's activities and expenditure on behalf of the Exhibitor to date and any benefit derived by the Exhibitor under these Conditions. In any event, the Company will not be liable in the event of any change or cancellation for any loss or expense of the Exhibitor including without limitation those set out in clause 13.2.5.

15. **NOTICES**

1. Any notice or other communication required or authorised to be given in connection with these Conditions (a "notice") shall be in writing and shall be served by delivering it personally or by sending it by recorded delivery or registered post or by email to the address and for the attention of the relevant party as detailed below (or to such other address as that party may have stipulated in accordance with this clause):
 1. For the Exhibitor: to the postal address or email address given;
 1. Address: Nature Nurtures Early Years Ltd, Top Barn Farm, Holt Heath, Worcester, Worcestershire, WR6 6NH
 2. Telephone: 01905 641013
 3. Email: hannah@naturenurtures.co.uk
2. A notice shall be deemed to have been received:
 1. if delivered personally, at the time of delivery; and
 2. at 10.00am on the second business day after it was put into prepaid first class post or handed in for special (or other recorded) delivery; and
3. in the case of email on the day of sending if sent before 16:00 hours of any business day and otherwise at 09:00 on the next business day and provided that a valid delivery receipt has been received by the sender and no error or "out of office" response has been received by the sender.

16. **THIRD PARTY RIGHTS**

1. Except as provided in the remainder of this clause 17, a person who is not the Company or the Exhibitor shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") to enforce any term of the Contract. This clause 17 shall not affect any right or remedy of any person which exists, or is available, other than under CRTPA.
2. The Venue Authority may enforce any term of these Conditions which is expressly or implicitly intended to benefit it.
3. The parties may vary, terminate or rescind these Conditions (pursuant to the terms therein) without the consent of the Venue Authority.

17. **GENERAL**

1. Save as expressly provided herein, these Conditions shall operate to the entire exclusion of any other previous agreement or understanding of any kind between the parties in any way relating to the subject matter of these Conditions and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any other representations it would be unreasonable in law to exclude.
2. Nothing in Conditions shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.
3. Unless otherwise stated herein, all rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof.
4. If any clause or part thereof of these Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in anyway, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which shall remain in full force and effect.
5. The Exhibitor's rights or obligations may not be assigned to any third party but the Company may assign its rights and/or obligations on notice to the Exhibitor.
6. The Contract shall be governed by and construed in accordance with the law of England and Wales and the Exhibitor submits to the jurisdiction of the English courts in relation to any dispute or claim, without affecting the right of the Company to take proceedings in any other location.

SCHEDULE 1

Definitions and Interpretation

1. DEFINITIONS In these Conditions:

- “Allotted Space”** means the exhibition space allotted by the Company to the Exhibitor at the Venue as confirmed to the Exhibitor in writing (as may be varied by the Company from time to time);
- “Application”** means the Exhibitor’s application set out on the Booking Application Form;
- “Application Confirmation”** means the written notification given by the Company to the Exhibitor indicating the Company’s acceptance of the Exhibitor’s Application, the form and size of Exhibition Stand allocated to the Exhibitor and the provisional location of the Exhibitor’s Exhibition Stand at the Venue;
- “Application Form”** means the Company’s standard written application form for the Exhibition issued by the Company from time to time;
- “Attendees”** means those attendees of the Exhibitor to whom an exhibitor badge or a contractor pass have been issued and any and all employees, agents, contractors and servants of the Exhibitor but, for the avoidance of doubt, excluding general visitors to the Exhibition;
- “Build Schedule”** means the Company’s timetable for the construction and breakdown of Exhibition Stands and installation and removal of Exhibition Fittings and Exhibitor Materials at the Venue prior to and following the Exhibition as made available by the Company from time to time;
- “Cancellation Charges”** means the cancellation charges payable by the Exhibitor as set out in Schedule 4;
- “Company”** means the Nature Nurtures Early Years Limited incorporated and registered in England and Wales with company number whose registered office is at Nature Nurtures Early Years Ltd, Top Barn Farm, Worcester, WR6 6NH;
- “Conditions”** mean the terms and conditions set out in this document together with the schedules as amended from time to time ;
- “Contract”** means the contract between the Company and the Exhibitor in relation to the Exhibition comprising these Conditions and the Application;
- “Exhibition”** means the exhibition organised by the Company designated as such in the Application Form;
- “Exhibition Info”** means the Venue Authority’s Exhibition Info published by the Venue and supplied to the Exhibitor from time to time;
- “Exhibition Fees”** means the exhibition fees set out in schedule 4;
- “Exhibition Fittings”** means all apparatus, works, materials, structures and other fittings, supplied or installed by or on behalf of the Exhibitor during the Exhibition;
- “Exhibition Rules and Regulations”** means each and all rules, regulations and guidelines issued by the Company in relation to the Exhibition from time to time, whether in hard copy, by email or published on the Company’s website;
- “Exhibition Stand”** means the exhibition stand to be taken by the Exhibitor at the Exhibition as set out in the Application;
- “Exhibitor”** means the Exhibitor shown on the Application Form;
- “Exhibitor Materials”** includes any and all stock, products, samples, prototypes, promotional literature, displays and other materials brought to the Exhibition by or on behalf of the Exhibitor (whether displayed on the Exhibition Stand or otherwise);
- “Force Majeure”** has the meaning set out at clause 15.1;
- “Intellectual Property Rights”** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- “Permitted Categories”** means all baby and child nursery product items ranging from 0-4 years, toys, gifts, playthings, crafts and books for the juvenile (but for the avoidance of doubt, excluding any products which are or in any way depict toy guns, imitation or replica firearms, or kits thereof or are (in the reasonable opinion of the Company) of a violent, obscene, objectionable, illegal or sexual nature);
- “Venue”** means the location The Hive, Worcester;
- “Venue Authority”** means the provider of exhibition space to the Company or any other person having authority over the Exhibition, the Exhibitor, the Company and/or the Venue.

2. INTERPRETATION

1. Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions.
2. The schedules form part of these Conditions and shall have effect as if set out in full in the body of these Conditions and any reference to these Conditions includes the schedules.
3. Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.
4. A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of these Conditions and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of these Conditions.

5. Any obligation in these Conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
6. References to clauses and schedules are to the clauses and schedules of these Conditions; references to paragraphs are to paragraphs of the relevant schedule.
7. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
8. A reference to a "party" means any party to an Application incorporating these Conditions individually and "parties" refers to all of the parties to an Application incorporating these Conditions collectively. A party shall include all permitted assigns of the party in question. ALL persons who are not a party to an Application incorporating these Conditions are third parties.
9. Any obligation on an Exhibitor under these Conditions shall also be an obligation on any of the Exhibitor's Attendees.
10. If there is any conflict, ambiguity or inconsistency between the parts of the Contract, the following order of precedence will apply:
 1. the Application;
 2. the clauses of these Conditions;
 3. the schedules.

SCHEDULE 2

Exhibition Requirements

Part 1 — STAND REQUIREMENTS

1. **GENERAL**
1. As soon as possible after receipt of an Application Confirmation from the, the Exhibitor shall submit to the Company (or its nominee as the Company shall direct) in writing:
 1. detailed plans for the layout and construction of its proposed Exhibition Stand;
 2. details of Exhibition Fittings;
 3. details of any goods or services required from the Company or the Venue Authority;
 4. any other information which the Company (or its nominees) may reasonably require.
2. No change may be made to any such plan, specification or list without the Company's prior written consent (not to be unreasonably withheld). Any revised plans, specifications or lists must be submitted to the Company as soon as possible.
3. No Exhibition Stand shall be constructed without the prior written consent of the Company. Where any Exhibitor erects or installs or permits any contractor appointed by him to erect or install any Exhibition Stand, structural unit, display fitment or sign or notice (an "Installation") without the prior written consent of the Company or otherwise than in accordance with these Conditions the Company reserves the right to alter, demolish or remove such Installation or any part of it at the sole cost and risk of the Exhibitor.
4. The Exhibitor must erect its Exhibition Stand(s) in accordance with submitted plans.
5. The Exhibitor shall be solely responsible for all costs incurred in connection with any structures, furnishings or other things which it wishes to install or use in the Allotted Space, and it shall ensure that any Installation shall not contravene any fire, safety, statutory or other regulations or any other requirement of these Conditions, the Company or the Venue Authority.
6. The Company reserves the right to vary the published stand construction specification at any time.

PART 3 — HARROGATE CONFERENCE CENTRE (HCC) CONDITIONS

1. The Exhibitor shall at all times abide by the terms and conditions imposed on the Company by the WCC and any directions of the Company relating to the use of the venue and the conduct expected by all Exhibitors. A copy of the venue terms and conditions are available on request from the Company.

SCHEDULE 3

Get In Period/Get Out Period Requirements

1. **GET IN PERIOD**
1. Unless otherwise agreed in advance by the Company in writing, the Exhibitor must have occupied its allotted space by 8am of the day of the Exhibition. Failure to do so will result in immediate cancellation of the Exhibitor's Application and forfeiture of any payments made or due by the Exhibitor in respect thereof. In this event, the Company reserves the right to charge the Exhibitor all applicable Cancellation Charges and for any additional expense incurred by the Company in dressing or covering any relevant empty Allocated Space. For the purposes of this paragraph 'occupied' means the Exhibitor has arrived at its Allotted Space and has commenced work on

the construction of its Exhibition Stand to the Company's satisfaction such that the Company can be satisfied that the Exhibitor's Stand will be complete in good time.

2. The construction of all Exhibition Stands and the installation of all Exhibition Fittings and Exhibitor Materials must be completed to the Company's satisfaction and the Venue cleared of all Exhibitors and Attendees in accordance with the timetable set out in the Build Schedule. The Company reserves the right to require the removal of all Exhibition Stands, exhibits and materials which, in the Company's reasonable opinion, are not properly in place or are not in accordance with the Exhibitor's submitted plans.
3. All works carried out during the Get In Period must be carried out:
 1. in accordance with the terms of these Conditions, the Exhibition Rules and Regulations, and all applicable laws;
 2. in accordance with the plans previously submitted to and approved by the Company;
 3. in a good and workmanlike manner using materials of a suitable quality;
 4. to the Company's reasonable satisfaction and according to its reasonable instructions;
 5. in such manner to ensure that access is not blocked, impeded or restricted to any:
 1. areas specified by the Company; and
 2. gangways, emergency exits, fire fighting or safety apparatus, escalators or staircases;
 6. in such manner to ensure that the visibility of signage for emergency exits or facilities, directional signage or for catering facilities is not obscured.
4. For the purposes of this paragraph 1, the "Get In Period" shall mean the period for the construction of Exhibition Stands and the installation of Exhibition Fittings and Exhibitor Materials prior to the Exhibition as set out in the Build Schedule.

2. GET OUT PERIOD

1. The Exhibitor shall ensure that all Exhibition Stands, Exhibition Fittings and Exhibitor Materials are removed within 2 hours of the closure of the Exhibition unless otherwise agreed in advance with the Company in writing.
2. The Exhibitor shall leave and deliver up the Allotted Space to the Company in a good and clean condition and in not less than the same condition it was in immediately prior to occupation by the Exhibitor.
3. During the Get Out Period, the Exhibitor shall:
 1. ensure the removal of all rubbish, waste, abandoned material and other effects whatsoever relating to the Exhibition or the Exhibitor (other than any materials owned or supplied by the Company) to the Company's reasonable satisfaction and in accordance with the Exhibition Rules and Regulations, and all applicable laws;
 2. make good to the Company's reasonable satisfaction any damage howsoever caused to the Allotted Space or the Venue.
4. Where the Exhibitor fails to comply with the terms of this paragraph 2 to the Company's reasonable satisfaction, the Company may remove all or any of the materials referred to in paragraphs 2.2 and 2.4 and charge the Exhibitor for any resulting costs incurred by the Company including, without limitation, storage and labour costs. The Company may destroy any paper material, any material which the Company reasonably consider to be waste or rubbish and any Exhibitor Materials which are not collected by the Exhibitor within a reasonable period after the end of the Exhibition.
5. The Company reserves the right to charge dilapidation charges where the Exhibitor fails to comply with paragraph 2.4.2 (a copy of which charges are available upon request).
6. The Exhibitor acknowledges that where it fails to vacate the Venue to the Company's reasonable satisfaction by the end of the Get Out Period the Company shall be entitled to invoice the Exhibitor and the Exhibitor shall pay an additional charge of £100 for each hour (or part thereof) the Exhibitor remains in occupation. The Exhibitor acknowledges that these sums represent a genuine pre-estimate of the Company's loss.
7. For the purposes of this paragraph 2, the "Get Out Period" shall mean the period for the disassembly of Exhibition Stands and the removal of Exhibition Fittings and Exhibitor Materials following the Exhibition as set out in the Build Schedule.

SCHEDULE 4

1. EXHIBITION FEES

The Exhibition Fees are as follows

Level 0	£100
Atrium	£135

2. DEPOSITS

Upon receipt of an Application from the Exhibitor, the Company shall invoice the Exhibitor for the following non-

refundable deposit in accordance with clause 10.2.1 as applicable.

Applications received by 1st January — 25% of the relevant Exhibition Fee

Applications received between 1st February and 31st March — 50% of the relevant Exhibition Fee

Applications received after 1st April — 100% of the relevant Exhibition Fee

3. CANCELLATION CHARGES

Where the Company cancels the Exhibitor's Application under clause 10.5 or any Exhibitor cancels its Application in accordance with clause 11, the Exhibitor shall be liable for the following Cancellation Charges:

From the 1st April — 100% of the total Exhibition Fees

BEST PRACTICE PRINCIPLE ON THE USE OF UNDER 16s IN BRAND AMBASSADOR AND PEER-TO-PEER MARKETING

Purpose

To ensure that marketing to children and involving children continues to be conducted responsibly and to address recommendation 8 in the Bailey Report "Letting Children be Children" regarding the employment of children for marketing purposes.

The Principle

Young people under the age of 16 should not be employed and directly or indirectly paid or paid-in-kind to actively promote brands, products, goods, services, causes or ideas to their peers, associates or friends.

Exceptions

Child Performers:

In accordance with EU and UK law, under-16s may be employed to appear in advertisements with local authority permission.

Sponsorship:

Exceptionally talented and high-profile young people in sports and entertainment may be contracted by companies to use the companies' brands, products, goods and services. In those unusual circumstances, direct presentation or promotion to their peers, friends or associates by the young person should not be required or expected.

Application

The principle is not intended to apply to every instance in which a child is involved in promotional or presentational marketing activity. It applies only to marketing activity which commercialises a child's relationships with peers, associates or friends through employment involving payment or payment-in-kind in exchange for active promotion of a brand, product, good, service, cause or idea.

"Payment or payment-in-kind" is any reward with a commercial value, including money, goods or services.

All marketing communications must also comply with the Advertising Codes and with relevant EU and UK law.

Consent

In any circumstance where a person under 16 is employed to promote a brand, product, good, service, cause or idea, the consent of a responsible adult is required.