

2021 Brentwood Business Showcase Exhibitor Terms and Conditions

1. Definitions

Event – The Brentwood Business Showcase Event to be held on 20 October 2021 located at The Brentwood Centre

Organiser – Brentwood Borough Council

Exhibitor – Any person, organisation or company who has made application for and been granted space to exhibit at the Event

2. Fees and Payment

Payment of the full invoice amount (including VAT) shall be made within 30 days of being sent the confirmation or 20 September 2021, whichever date comes first.

Failure to make payment by the due date shall entitle the Organiser to terminate this contract.

3. Cancellation

The Exhibitor may cancel this agreement at any time by giving written notice sent by Recorded Delivery to Brentwood Borough Council, FAO Laurie Edmonds, Town Hall, Ingrave Road, Brentwood Essex CM15 8AY. The Exhibitor shall also notify Laurie Edmonds by email on laurie.edmonds@brentwood.gov.uk.

Where formal written notification is received up to and including 20 September 2021, a cancellation charge of 50% of the invoiced amount shall be payable. Where formal written notification is received on or after 21 September 2021, a cancellation charge of 100% of the invoiced amount shall be payable.

4. Stands and their allocation

The Organiser will allocate Exhibition space and shall have sole right to re-arrange the floor plan at its discretion.

5. Assignment

The Exhibitor shall not assign any rights under this agreement and may not sublet or grant licences in respect of the exhibition space.

6. Insurance and Liability

The Exhibitor exhibits at his own risk. The Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims arising in connection with the participation in the Exhibition by the Exhibitor, their employees or associates.

The Exhibitor accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action against the Organiser for any loss, damage or injury howsoever caused to the Exhibitor of their property.

It is recommended that the Exhibitor hold a Public Liability insurance policy providing cover to a level of at least £2 million in respect of injury or damage.

7. Health and Safety

The Exhibitor shall comply with the provisions of the Health and Safety at Work Act 1974 and any applicable associated regulations.

8. Exhibition Rules

The Exhibitor shall comply at all times with instructions and directions given to it by the Organiser including, but not limited to, those requirements documented in the Exhibitor guidance notes in relation to the logistics for setting up and dismantling stands.

The Exhibitor shall advertise its product or service solely upon its own stand.

The Exhibitor shall not engage in any form of noisy publicity (loud speakers, music etc).

The Exhibitor shall distribute its publicity material solely from its own stand.

The Exhibitor shall construct and operate its stand within the defined space allocated by the Organiser.

The Exhibitor shall not assemble or disassemble stands during the event.

The Exhibitor shall ensure that its stand shall be open and manned throughout the Event.

9. Force majeure

In the situation that the Event is abandoned, cancelled or re-scheduled as a result of any happening or cause not within the control of the Organiser, the Organiser shall be under no obligation to refund the invoiced amount and shall be under no liability to the Exhibitor in respect of any actions, claims or losses which may be brought against or incurred by the Exhibitor as a result of such happenings.

10. Covid-19

In the situation that the Event is abandoned, cancelled or re-scheduled in order to comply with government guidelines or legislation relating to Covid-19, the Organiser shall refund the Exhibitor the full invoice amount. If the Event is re-scheduled at a future date, an Exhibitor is entitled to make a new application.

11. Governing Law and Jurisdiction

This agreement and any claim arising from it shall be governed by and construed in accordance with the law of England and Wales.

12. Third Party Rights

This Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

13. Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes all previous arrangements and understandings whether written or oral.

Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.