



EXHIBITION CONTRACT TERMS AND CONDITIONS

Fizz Feast is brought to you by Wine Events Scotland Ltd

Date

Saturday 17 November 2018

Venue

The Edinburgh Academy
42 Henderson Row
Edinburgh
EH3 5BL

A. Wine Events Scotland Ltd ("the Organiser") is conducting Fizz Feast 2018 ("the Exhibition")

B. The person(s) or company identified as the Exhibitor overleaf ("the Exhibitor") wishes to participate in the Exhibition and has applied to the Organiser for the right to occupy exhibition space and other items selected as included in the application overleaf – on these terms and conditions ("these terms").

TERMS AND CONDITIONS

1. The Exhibitor agrees to take a licence of the space and other items (if any) specified in the application overleaf ("Application") for the period of the Exhibition and the Organiser agrees to grant such licence on these terms and the details in the Application (together called "Exhibition Contract"). Contract will be a binding legal contract between the Exhibitor and Organiser when the Organiser notifies acceptance of the Exhibitor's Application by invoicing the Exhibitor.
2. The Exhibitor acknowledges that the Organiser will retain ownership of any space specified in the Application (if any) and all other items which it may provide, at all times, that use under this Exhibition Contract is only licensed to the Exhibitor for the duration of the Exhibition on these terms and no sale or transfer of title to any item is intended or agreed.
3. The Exhibitor must pay to the Organiser the amount set out in the Application in accordance with the payment schedule specified in section 4. above. If any payment is not made by the Exhibitor strictly in accordance with the specified payment schedule, all monies payable will be immediately due and payable, and the Organiser may in its absolute discretion without the requirement to give prior notice and without limiting its rights, terminate this Exhibition Contract and resell or otherwise use the space allocated to the Exhibitor. In such event the Exhibitor:
 - a) must reimburse the Organiser's costs and expenses arising directly or indirectly as a result of such failure to pay, on demand by the Organiser; and

- b) in the event of termination is not entitled to refund of any moneys paid in respect of this Exhibition Contract, and must immediately pay to the Organiser as a genuine pre-estimate of the loss and damage incurred by the Organiser, all moneys owing as at the date of termination, plus the next instalment amount which was otherwise due for payment by the Exhibitor.
4. If the Exhibitor wishes to cancel its participation in the Exhibition the Exhibitor must give notice in writing to the Organiser and must pay to the Organiser a withdrawal fee of 50% of the cost of the space up until 28 days before the "the Exhibition". Any cancellation after such time will be non-refundable.
 5. The Exhibitor must use the space allocated to it by the Organiser ("Exhibitor's Space") only for the display, sale and promotion of goods and services which relate to the subject matter of the Exhibition. All products and display material must be contained within the Exhibitor's Space.
 6. The Exhibitor must not damage the floor, walls, fixtures, fittings or any other part of the Exhibition venue including the Exhibitor's Space, any goods or items owned and/or supplied by the Organiser and licensed to the Exhibitor, and any part occupied by the Exhibitor and any common access, egress or other areas.
 7. The Exhibitor must comply and ensure its Personnel (as hereafter defined) comply with all laws, regulations, and ordinances applicable to the holding of the Exhibition and/or any activity conducted by the Exhibitor at the Exhibition, including all rules and regulations of the Exhibition venue and any other regulatory or government body, and must discharge and indemnify the Organiser from all liability for debts and other sums payable by the Exhibitor or any of the Exhibitor's officers, employees, agents, contractors, invitees, co exhibitors, sub exhibitors, and/or any of the preceding for any contractor, co exhibitor, sub exhibitor (all collectively called "its Personnel") relating to the participation in the Exhibition except to the extent that such debt or other sums is caused or was contributed by breach of contract, or unlawful or negligent act or omission caused by the Organiser or its officers, employees, subcontractors, agents or professional advisors.
 8. The Exhibitor must keep the Exhibitor's Space clean and tidy to the satisfaction of the Organiser and must not leave rubbish or other matter in the Exhibition venue.
 9. The Exhibitor must not make use of any microphone, sound amplification or musical instrument nor cook or serve any food, without the prior written consent of the Organiser.
 10. No electrical work may be undertaken by or on behalf of an Exhibitor without the prior consent of the Organiser, which consent may (but need not) only be granted on the basis that the work will be performed by a qualified electrical contractor approved by the Organiser.
 11. The Exhibitor must not in connection with participation in the Exhibition, infringe any law or any person's intellectual property rights or do or allow anything which is defamatory, libellous or otherwise actionable.
 12. The Organiser may in its absolute discretion, refuse an Exhibitor Application, cancel this or any Exhibition Contract, relocate an Exhibitor's Space, and/or amend the Exhibition floor plan at any time in the interests of maximising the success of the Exhibition, and the Exhibitor acknowledges that it may not receive its first or any subsequent preference for space.

13. The Organiser may, in its absolute discretion, postpone or change the dates for the holding of the Exhibition, shorten or lengthen the duration of the Exhibition, change the hours during which the Exhibition is open to delegates or change the venue of the Exhibition.
14. The Organiser may deny the Exhibitor and/or any of its Personnel entry to the Exhibition and/or Exhibition venue if the Exhibitor has not complied with all the terms of this Exhibition Contract and may require the Exhibitor to remove or stop any display or demonstration or close any exhibit which in the opinion of the Organiser is creating a disturbance to the Exhibition or is unlawful, unsafe, unhygienic or not in the interests of the Exhibition.
15. The Organiser does not warrant or guarantee, and specifically excludes any liability to the Exhibitor to the extent permitted at law, in relation to:
 - a) any difference between the estimated and actual number of visitors to the Exhibition;
 - b) any difference between the estimated and actual number of exhibitors or sponsors, or the identity of exhibitors or sponsors at the Exhibition;
 - c) time or quality of services, or failure or deficiency in the provision of services which are the responsibility of the Exhibition venue and/or its appointed contractors;
 - d) cancellation, postponement, part time opening or relocation of the Exhibition, or of any Conference, seminar or speaker program scheduled to run in conjunction with the Exhibition, or the failure of any particular speaker to appear at the Exhibition or related conference, seminar or speaker program; and/or
 - e) any event or circumstance outside the Organiser's control which impacts upon, prevents or limits the operation of the Exhibition or the performance of the Organiser's obligations under this Exhibition Contract.
16. The Exhibitor agrees that its participation in the Exhibition is wholly at its own risk (including risk to property and persons), the Organiser is not responsible or liable for the safety or security of the property of the Exhibitor or its Personnel or of any person, and the Organiser to the extent permitted by law:
 - a) excludes all terms, conditions and warranties implied by law or otherwise; and
 - b) excludes liability for any indirect, special, economic or consequential loss or damage, loss of revenue, profit, goodwill, bargain, opportunity, or anticipated savings, incurred or suffered by the Exhibitor, in relation to the Exhibitor's participation in the Exhibition or any activity contemplated by this Exhibition Contract. However, no part of this clause 18 excludes the Organiser's liability under any applicable statutory guarantee.
17. To the extent that the Organiser has any liability to the Exhibitor under any implied or statutory guarantee, term or warranty which is applicable and cannot be excluded, to the extent permitted by law the Organiser limits such liability:
 - a) in the case of goods, to:
 - i. the replacement of the goods or the supply of equivalent goods,

- ii. the repair of the goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods, or
 - iv. the payment of the cost of having the goods repaired;
- b) in the case of services to:
- i. supplying the services again or
 - ii. payment of the cost of having the services supplied again.
18. The Exhibitor indemnifies the Organiser from and against all suits, claims, cost, loss, expense, damage and liability which the Organiser may suffer or incur ("Harm") arising from any loss or damage to property and/ or injury to or death of any person whatsoever (including any exhibitor, member of the public, and/or Exhibition staff, agent or contractor) except to the extent such Harm was caused or was contributed to by breach of contract, or unlawful or negligent act or omission caused by the Organiser or its officers, employees, subcontractors, agents or professional advisors.
19. Without limiting any other provision, to the extent permitted at law, the Organiser will not be liable to the Exhibitor or any person for any loss suffered, nor be in default under this Exhibition Contract for any delay, failure or interruption resulting directly or indirectly from any cause outside its control including industrial action, blackout, fire, war, terrorism, civil or military unrest, explosion, earthquake, flood, or other natural cause or act of God or if the attendance at the Exhibition is adversely impacted by any of the events or causes of the nature referred to in this clause. In all such circumstances the Organiser is entitled to retain all moneys paid by the Exhibitor.
20. Hours of operation: 11.30am (for press), 12pm-3pm and 4pm-7pm on each day of each festival.
21. The Exhibitor must complete all exhibits for display at the Exhibition by 10am and must remove all exhibits and material from the Exhibition venue and comply with these terms by 8pm or an earlier time as the Organiser notifies.
22. If the Exhibitor wishes to display any material above 2.4 metres height or such other height or weight notified by the Organiser, the Exhibitor must submit design plans to the Organiser for approval at least 90 days prior to the commencement of the Exhibition.
23. Without limiting any other provision, all products, equipment and other property to be exhibited or used by the Exhibitor or its Personnel must be insured by and are at the sole risk of the Exhibitor, and the Organiser is not responsible for and expressly excludes liability for all such property to the extent permitted by law.
24. The Exhibitor cannot assign or deal with any of its rights or obligations under this Exhibition Contract and must not without the written consent of the Organiser have any co exhibitor or sub exhibitor or otherwise allow any other person or entity to occupy any part of the Exhibitor's Space.
25. The Organiser may at any time, assign, novate or otherwise deal with any of its rights and/or obligations under this Exhibition Contract.
26. The Exhibitor must arrange for Public Liability Insurance (" PLI Amount ") amounting to £5 million. A copy of a current Public Liability Insurance certificate must

accompany this application. The Exhibitor and its Personnel must not enter the Exhibition venue without satisfactory evidence of such insurance in place.

27. Privacy Consent: The Exhibitor and each person signing the Application for the Exhibitor ("Consenting Persons"), consent under all applicable Privacy Laws to (a) collection of their personal contact information by the Organiser for the purpose of communicating with them about the Exhibition and/or future exhibitions or events; (b) disclosure of their personal contact information to contractors appointed by the Organiser to assist in organisation of the Exhibition; (c) disclosure of their personal contact information to any Principal named in these Terms and to Sponsors of the Exhibition or related conference ("Sponsors") for their own purposes; and (c) use of their personal contact information by the Organiser for the purpose of informing them about other products, services and/or events promoted by the Organiser or its related bodies corporate. A Consenting Person may obtain details of the information the Organiser holds about them, or request that information not be used by the Organiser to contact them, by contacting the Organiser's Privacy Officer. The Organiser does not make any representation as to how the Principal or Sponsors will use information disclosed to them and a Consenting Person must direct any request of the Principal or any Sponsor, to the Principal and such Sponsor directly.
28. This Exhibition Contract is governed by the laws applicable in the UK and the Exhibitor and the Organiser submit to the exclusive jurisdiction of the UK.
29. Waiver of a breach of this Exhibition Contract or of any rights created by or arising under this Exhibition Contract can only be in writing and signed by the party granting the waiver, and variation of any part of this Exhibition Contract must be in writing and signed by the parties to be effective.
30. All warranties, indemnities and exclusions included in these terms and the provisions of clauses 3 and 4 of these terms, survive termination of this Exhibition Contract.
31. The Exhibitor and the person signing the Application for the Exhibitor each warrant to the Organiser that they have full authority and power to sign and bind the Exhibitor under this Exhibition Contract and indemnify the Organiser for any Harm arising from breach of this warranty.
32. These terms are subject to the provisions of any applicable statute which cannot be excluded, nothing in these terms will be construed so as to limit or exclude liability by the Organiser under any statutory guarantee which applies and cannot be excluded and if any of these terms is or becomes wholly or partially void, invalid or contrary to applicable law, then that term will to the extent that it is invalid, void or contrary to law, be severed without affecting the enforceability and validity of any other part.
33. Additional Term for Marketing/Exhibition Publication:

If the Application specifies inclusion by the Exhibitor in any Exhibition directory or publication or any marketing options, whether online, print or otherwise, the Exhibitor acknowledges and agrees as follows:

 - a) the Exhibitor irrevocably grants to the Organiser an non-exclusive, royalty free licence to publish the logo, trademark, tradename, copyright and other material containing intellectual property rights ("IP") contained in the information, artwork and other material provided by or published for it ("Materials") in and for the

purpose of any print or online Directory or other catalogue or marketing for the Exhibition (each called "Publication");

- b) its entitlement to be included in any Publication is limited to the type of Publication specified.
- c) that the Materials must not contain any defamatory, slanderous, otherwise actionable, misleading or deceptive material or infringe any third party rights or laws;
- d) that it will comply with all requirements for Materials specified in the Exhibitor Information Manual and as otherwise notified by the Organiser;
- e) that all Materials are subject to approval of the Organiser and the Organiser may reject any Materials or refuse, reject, or amend any text of any Material and editorial control of each Publication remains with the Organiser;
- f) to provide all Materials in the format or formats prescribed by the Organiser or in the Exhibitor Information Manual by the prescribed deadline ("Deadline"), ready to print;
- g) that the Organiser need not proof any Materials and the Exhibitor accepts all responsibility for publication of Materials as submitted by it;
- h) that the Organiser has no liability for any Deadline missed by the Exhibitor and no refund will be provided for failure to provide any Materials on time;
- i) that it shall be solely responsible and liable for all of the content of the Materials (and for all consents required in relation to the content) and warrants that the content in the Materials is valid and correct at the date of provision to the Organiser;
- j) the Organiser excludes liability for any Harm arising from any copyright, trademark, other intellectual property or other rights of any person infringed by display of any Materials in any Publication ("IP Harm");
- k) to indemnify the Organiser from and against all Harm to the extent arising from or in connection with the promotion of the products, services or facilities of the Exhibitor in, and/or the inclusion of any Materials in, any Publication (including as arising from any IP Harm);
- l) the Exhibitor cannot withdraw any Materials from any Publication or make any change for any reason to any printed publication after the Deadline (and if more than one Deadline, after the first Deadline);
- m) it may not receive its first or any subsequent preference for size and type of advertising space in a Publication;
- n) that any change in the dates, place or venue for the Exhibition may not be reflected in any printed Publication;
 - i. the Organiser does not warrant or guarantee and specifically excludes any liability to the Exhibitor to the extent permitted at law in relation to:
 - ii. any content or quality of any Publication including printing errors;

- iii. actual circulation or distribution of a Publication including numbers printed or distributed; and
- iv. any event or circumstance outside the Organiser's control which impacts upon, prevents or limits the printing or operation of a Publication.

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