

## **Exhibitor/Sponsor Terms and Conditions**

### **1. Terminology**

- “Agreement” means these terms, any terms set out on the Booking Form and any Schedules appended to this Agreement.
- “EEBP” means Eastbourne Education Business Partnership CIO - registered Charitable Incorporated Organisation in England; charity number: 1149634
- “Exhibition” means the Big Futures Show organised by EEBP as detailed on the Booking Form.
- “Exhibitor” means the organisation named on the Booking Form for whom EEBP has agreed to provide the Services under this Agreement.
- “Booking Form” means the sheet to which this Agreement is appended or on which this Agreement are printed;
- “Space” means the floor space, stand or stands booked by the Exhibitor as detailed on the completed Booking Form.
- “Services” means the provision of the Space at the Exhibition, use of the facilities and the services described in the Exhibitor Booking Form and Schedules.
- “Charges” means the charges shown on the Booking Form.
- “Site” means the whole of the venue used for the Exhibition.

### **2. The Exhibition**

EEBP shall provide the Services to the Exhibitor subject to this Agreement. EEBP may sub-contract any part of the Services to third parties.

The Services may include the provision of any equipment or facilities, included on the Booking Form or agreed to in writing between the Exhibitor and EEBP.

Any changes or additions to the services or this Agreement must be agreed in writing by duly authorised representatives of EEBP and the Exhibitor.

EEBP may at any time without notifying the Exhibitor make any changes to the Services which do not materially affect the nature or quality of the Service.

### **3. Exhibitor’s obligations**

The Exhibitors named “On the Day Representative” will be responsible for ensuring the following obligations are adhered to.

The Exhibitor will;

- Use the Exhibition only for the purpose of the Exhibition namely education and careers education, information, advice and guidance.

- Comply with all requirements of the Health & Safety Executive in relation to the Exhibitors attendance at the Exhibition.
- Obtain EEBP's permission if access to the Exhibition Site is required at any time other than during the Exhibition set up and taking down periods or before 8am on the day of the Exhibition.
- Pay to EEBP all and any cost of making good all damage to the Exhibition Site caused by the Exhibitor and to indemnify EEBP against any costs, damages or liability arising.
- Vacate the space within one hour of the closure of the Exhibition, or within the breaking down times in the Exhibitor Manual. To remove all the Exhibitor's goods and other materials from the Site and hand back the Space cleared and in the same condition as it was at the beginning of the Exhibition.
- Not vacate before the closure of the Exhibition. The EEBP reserves the right to refuse future bookings if this not followed.
- Ensure that its guests, servants, agents, licensees, customers comply with this Agreement.

The Exhibitor will not;

- Use the Exhibition to sell products or services.
- Use the Exhibition or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to EEBP.
- Do anything which might invalidate any insurance maintained by EEBP in respect of the Exhibition or might increase the insurance premium payable for the Exhibition.
- Bring on to the Exhibition Site or any part of it any animals without the prior consent of EEBP.
- Bring on to the Exhibition Site or any part of it food and drink for consumption by anyone other than persons associated with the Exhibitor without prior consent of EEBP.
- Park on or obstruct the access ways to the Site either during set up, taking down or during the Exhibition.
- Encroach upon or obstruct the walkways within the Exhibition.  
Affix or suspend any items or equipment to the fabric or structure of the Site without EEBP's written permission.
- Play any music or use amplification on the Site without EEBP's prior written consent and to ensure that the music levels do not exceed the level agreed with EEBP.
- Use image or light projection outside or the Exhibitors allocated Space without EEBP's prior written consent.
- Sub-let the Space or any part of it.

Smoking and vaping is prohibited in the entire Exhibition and Site.

The Exhibitor must ensure that any person associated with the Exhibitor observes this ruling. Further, the Exhibitor must accept full liability and responsibility for all and any outcome of a breach of this rule.

#### **4. Charges**

Subject to any further terms agreed, the Exhibitor shall pay the Charges quoted on the Booking Form and any additional sums, which, in the EEBP's sole discretion, are required as a result of the Exhibitor's instructions or lack of instructions, or any other cause consequent on the Exhibitor's actions or inactions, within 28 days of the date of invoice.

The Exhibitor shall reimburse EEBP any reasonable costs and expenses (including legal and administration costs and expenses) incurred by EEBP which result from the Exhibitor's breach of this Agreement, including the cost of pursuing and collecting any money owed.

#### **5. Confirmations**

The Exhibitor will be bound by this Agreement as soon as EEBP receives the signed Booking Form.

#### **6. Warranties and liability**

EEBP's liability to the Exhibitor for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement shall be limited to the Charges.

The Exhibitor shall have in place at the time of the Exhibition £10,000,000 public liability insurance.

#### **7. Termination or cancellation**

This Agreement may be cancelled or terminated by the Exhibitor subject to clause 8 below. If the Exhibitor fails to occupy the Space booked by it then it shall be deemed to be a termination that is notified to EEBP on the date of the Exhibition.

EEBP may terminate at any time the Agreement with notice and may terminate forthwith if the Exhibitor is in breach of any term of this Agreement or the Exhibitor brings the Exhibition into disrepute.

## 8. Effect of termination or cancellation

The Exhibitor should bear in mind the importance of the Exhibition to the attendees, to their fellow Exhibitors and to EEBP.

The Exhibition may have been marketed as including the Exhibitor so that the Exhibitor's non attendance may materially affect the Exhibition.

If the Exhibitor terminates this Agreement EEBP shall be entitled to 100% of any Charges if the notice of the termination is received later than the calendar date that falls 3 months prior to the Exhibition.

In the event that EEBP terminates the Agreement with notice, opt to;

- Repay all Charges paid by the Exhibitor less any reasonable deductions for costs incurred by it;
- Postpone the Exhibition or relocate to an alternative site.

## 9. General

This Agreement constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties as specified in condition 2.

By committing to exhibit you agree that we can share your booking details with Eastbourne Borough Council for the purposes of administrative support only to the Exhibition.

Notice given by either party to the other under this Agreement shall be in writing or by email to [hello@bigfuturesshow.org.uk](mailto:hello@bigfuturesshow.org.uk)

Both parties shall keep confidential the terms of this Agreement and all information concerning the business or affairs of the other which they obtain or receive from the other in connection with this Agreement.

If EEBP is prevented or delayed from performing its obligations by 'force majeure' then it shall be excused from performing its obligations for so long as such cause or prevention shall continue and may terminate the Agreement. For the avoidance of doubt 'force majeure' shall be deemed to be any cause affecting performance of this contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including the following: acts of god, war, riot, strike, lock out or other labour dispute, fire, bad weather, legislation, the inability to secure labour, (whether of the foregoing class or not).

English law shall apply to this contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

If the booking is made by one party on behalf of another then both such parties shall be jointly and severally liable in relation to the obligations of the Exhibitor.