

# Standard Terms and Conditions

## 1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

**"Application Form"** means the application form issued from time to time by BETA International for applications for Bookings;

**"BETA International"** means Equestrian Management Consultants Limited (Co. No. 01330996) whose registered office is at East Wing, Stockeld Park, Wetherby, West Yorkshire LS22 4AW trading as BETA International;

**"Booking"** means the right to exhibit products or services at the Exhibition (and the reservation to do so);

**"Conditions"** means these terms and conditions as amended from time to time in accordance with clause 15.7;

**"Contract"** means the contract between BETA International and the Exhibitor for a Booking including the Application Form, Exhibitor Notes and Prospectus, in accordance with these Conditions;

**"Exhibition"** means the BETA International Trade Fair 2019;

**"the Exhibitor"** and/or "you" means the person(s), firm or company who wishes to exhibit their products or services at the Exhibition organised by BETA International;

**"Exhibitor Notes"** means the exhibitor notes issued from time to time by BETA International in relation to the Exhibition;

**"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;

**"Prospectus"** means the prospectus issued from time to time by BETA International in relation to the Exhibition;

**"the Venue"** means the National Exhibition Centre, Birmingham, B40 1NT

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

## 2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.5 the Contract will be on these Conditions to the exclusion of all other Terms and Conditions (including any terms or conditions which the Exhibitor purports to apply under any purchase order, confirmation of order, specification or other document) save as provided for in condition 2.2.

2.2 The Exhibitor shall be bound by all obligations and responsibilities set out in the Application Form, Exhibitor Notes and Prospectus and any breach of any such obligations or responsibilities shall be deemed to be a breach by the Exhibitor of its obligations under these Conditions.

2.3 Notwithstanding the provisions of condition 2.2 and the contents of the Application Form, Exhibitor Notes and Prospectus, the maximum liability or obligations of BETA International in respect of the Contract is as set out in these Conditions.

2.4 In the event that there is any conflict between the interpretation of the rights and obligations of the parties under the Application Form, Exhibitor Notes or Prospectus and these Conditions, the contents of these Conditions shall prevail.

2.5 These Conditions apply to all BETA International's dealings with any Exhibitor and any variation to these Conditions and any representations about the Booking shall have no effect unless expressly agreed in writing and signed by the organiser of BETA International, Equestrian Management Consultants Limited.

## 3. BASIS OF THE CONTRACT

3.1 Each order for a Booking by the Exhibitor shall be deemed to be an offer by the Exhibitor to purchase a Booking subject to these Conditions.

3.2 No order for a Booking placed by the Exhibitor shall be deemed to be accepted by BETA International until a written acknowledgement of order is issued by BETA International. BETA International shall have discretion to accept an offer notwithstanding that no deposit has been received.

3.3 The Exhibitor must ensure that the terms of its order and any applicable specification are complete and accurate.

3.4 The description of the Booking shall be as set out in BETA International's acknowledgement.

3.5 All drawings, descriptive matter, specifications and advertising issued by BETA International and any descriptions or illustrations contained in BETA International's acknowledgement, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Booking. They will not form part of the Contract.

## 4. RESERVATIONS/CANCELLATIONS

4.1 BETA International reserves the right to:

- (a) refuse any application for a Booking;
- (b) allocate the Exhibitor a stand other than the stand for which the Exhibitor has applied;
- (c) change the stand allocated to the Exhibitor at any time;
- (d) alter the position or layout of the Exhibition and any stands;

(e) alter the dates, opening hours and duration of the Exhibition and/or build up and breakdown period;

(f) refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence in the opinion of BETA International is or is likely to be undesirable and BETA International may exercise such rights notwithstanding that any person is an employee, contractor or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor;

(g) remove from the stand or the Venue at the risk and expense of the Exhibitor any exhibit, fitting or machinery or other items to which BETA International has any objection or which the Exhibitor fails to remove in accordance with or which do not comply with these Conditions;

(h) amend or vary these terms at any time, or permit exceptions in special circumstances.

4.2 All applications for Bookings must be made in accordance with the Application Form, Exhibitor Notes and Prospectus.

4.3 Any liability of BETA International for failure to honour a Booking shall be limited to issuing a credit note against any invoice raised for such Booking.

4.4 In the event that an Exhibitor:

- (a) wishes to cancel a Booking;
- (b) fails to meet any of the payment obligations; or
- (c) fails to occupy the stand allocated to it by the opening time on the first day of the Exhibition

BETA International shall be entitled to recover full payment due under the Contract ("the Cancellation Charge") and any waiver of such right (even if indicated in the Application Form, Exhibitor Notes and Prospectus) cannot be relied upon by the Exhibitor in respect of either the Contract or any future dealings with BETA International.

4.5 Cancellation by the Exhibitor is only effective if notice of cancellation is given in writing and sent by recorded delivery letter, e-mail or facsimile transmission to BETA International at East Wing, Stockeld Park, Wetherby, West Yorkshire, LS22 4AW, United Kingdom. Fax: +44 (0) 1937 582147. E-mail: tradefair@beta-int.com

4.6 Deposits will be returned if notice of cancellation is received by BETA International on or before the closing date of 21 September 2018.

4.7 Receipt by BETA International of notice of cancellation after 21 September 2018 will result in the forfeiture of the deposit paid.

4.8 BETA International will use reasonable endeavours to find a suitable replacement exhibitor. If a replacement can be found all or part of the fee (not including deposit) may, at the sole discretion of BETA International, be credited to the Exhibitor, however BETA International shall be under no obligation to reimburse all or any part of the Cancellation Charge. If a replacement cannot be found the Cancellation Charge will be due and forfeit plus any surcharges.

## 5. OCCUPATION OF THE STAND

5.1 Subject to full payment of the price for the Booking the Exhibitor shall have a licence to occupy the allocated

stand for the purpose of displaying goods and any other authorised articles, items and materials within the scope of the Exhibition for the duration of the Exhibition.

5.2 In no circumstances will an Exhibitor be permitted to erect or occupy its stand if full payment of the price for the Booking has not been received. In these circumstances BETA International shall be entitled to recover full payment due in accordance with clause 4.4.

5.3 The Exhibitor must:

- (a) ensure that goods and any other authorised articles, items and materials are in position no later than the end of the build up period;
- (b) ensure that the stand is open to visitors and adequately staffed continuously during the opening hours of the Exhibition;
- (c) not dismantle the stand before the end of the Exhibition;
- (d) remove all exhibits, fittings, rubbish and other items from the Venue by no later than the end of the break down period; and
- (e) not do, cause, permit or suffer to be done anything which in the opinion of BETA International constitutes a nuisance, occasion loss, damage or injury of any kind to the Venue or to the employees, agents or property of BETA International or any other exhibitor or any visitor, or which may be an infringement of or contravention of any licence or insurance policy held by BETA International or the Venue.

## 6. RISK AND INSURANCE

6.1 The Exhibitor exhibits entirely at its own risk and responsibility and should be fully insured to cover theft and be covered for product liability as per clause 6.2.

6.2 The Exhibitor is required to take out employee and public liability insurance for at least the levels and standard of cover set out in the Prospectus.

6.3 The Exhibitor shall do nothing to jeopardise the current insurance policies of the Venue.

## 7. INTELLECTUAL PROPERTY

7.1 Nothing contained in the Contract grants the Exhibitor any rights to or licence over the Intellectual Property Rights owned by BETA International including but not limited to any other rights in BETA International's logos together with any goodwill in or attaching to it.

7.2 All Intellectual Property Rights in relation to the Exhibition (including any audio, visual and/or audio-visual footage of the Event) and all material of whatever nature of BETA International or produced by or for BETA International for or in connection with the Exhibition shall be the sole and exclusive property of BETA International.

7.3 All Intellectual Property Rights in the Exhibitor's logo together with any goodwill in or attaching to it shall be the sole and exclusive property of the Exhibitor. However the Exhibitor hereby grants to BETA International such licenses and rights in respect of the same as are required by BETA International for the publicising and running of the Exhibition and shall upon request assist BETA International in its use of any such intellectual property.

## 8. PRICE

8.1 The price for the Booking shall be the price set out in the BETA International Prospectus.

8.2 The price for the Booking shall be exclusive of any value added tax and all costs or charges (including those in relation to loading, unloading, carriage, insurance and others as detailed in the Application Form, Exhibitor Notes and Prospectus) all of which amounts the Exhibitor will pay in addition when due.

## 9. PAYMENT

9.1 Payment of the price for the Booking is due in accordance with the Application Form, Exhibitor Notes and Prospectus.

9.2 Time for payment shall be of the essence.

9.3 No payment shall be deemed to have been received until BETA International has received cleared funds.

9.4 All payments payable to BETA International under the Contract shall become due immediately upon termination of the Contract despite any other provision.

9.5 The Exhibitor shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Exhibitor has a valid court order requiring an amount equal to such deduction to be paid by BETA International to the Exhibitor.

9.6 If the Exhibitor fails to pay BETA International any sum due pursuant to the Contract the Exhibitor will be liable to pay interest to BETA International on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of NatWest Bank, accruing on a daily basis until payment is made, whether before or after any judgment. In addition to the contractual interest, reasonable debt recovery costs commensurate with the debt recovery provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 and 2013 will be payable.

## 10. LIMITATION OF LIABILITY

10.1 The following provisions set out the entire financial liability of BETA International (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Exhibitor in respect of:

- (a) any breach of the Contract; and
- (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Conditions excludes or limits the liability of BETA International for:

- (a) death or personal injury caused by BETA International's negligence, or
- (b) fraudulent misrepresentation. THE EXHIBITOR'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.4

10.4 Subject to Conditions 10.2 and 10.3:

(a) BETA International's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price received by it from the Exhibitor pursuant to the Contract; and

(b) BETA International shall not be liable to the Exhibitor for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 11. EXHIBITOR'S LIABILITY

11.1 The Exhibitor shall indemnify and keep indemnified BETA International against any losses, damages, costs, charges and expenses in connection with:

- (a) any breach by the Exhibitor of any of these Conditions; or
- (b) any loss suffered by BETA International as a result of default or negligence of the Exhibitor or any of its agents, sub-contractors, invitees or employees; or
- (c) any liability to or claim by any third party (including employees, contractor, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of these Conditions.

## 12. TERMINATION

12.1 Without limiting its other rights or remedies, each party may terminate the Contract and cancel the Booking with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(b) to clause 12.1(l) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 12.2 Without limiting its other rights or remedies, BETA International may terminate the Contract with immediate effect by giving written notice to the Exhibitor if the Exhibitor fails to pay any amount due under the Contract on the due date for payment.
- 12.3 Without limiting its other rights or remedies, BETA International shall have the right to suspend provision of the Booking under the Contract or any other contract between the Exhibitor and BETA International if the Exhibitor becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(l), or the Exhibitor reasonably believes that the Exhibitor is about to become subject to any of them, or if the Exhibitor fails to pay any amount due under the Contract on the due date for payment.
- ### 13. ASSIGNMENT AND SUBLETTING
- 13.1 The Exhibitor shall not be entitled to assign the Contract or any part of it without the prior written consent of BETA International.
- 13.2 The Exhibitor shall not be entitled to sublet any Booking granted to it (or any part thereof) without the prior written consent of BETA International.
- 13.3 BETA International may assign the Contract or any part of it to any person, firm or company.
- ### 14. FORCE MAJEURE
- 14.1 BETA International reserves the right to cancel the Contract or change the terms of the Booking ordered by the Exhibitor (without liability to the Exhibitor) if it is prevented from or delayed in the carrying on of its business or holding the Exhibition due to circumstances beyond the reasonable control of BETA International including, without limitation, acts of God, acts of terrorism, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or necessary materials.
- ### 15. GENERAL
- 15.1 Each right or remedy of BETA International under the Contract is without prejudice to any other right or remedy of BETA International whether under the Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 Failure or delay by BETA International in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 15.4 Any waiver by BETA International of any breach of, or any default under, any provision of the Contract by the Exhibitor will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 15.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of The Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 15.7 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by BETA International.
- ## 16. COMMUNICATIONS
- 16.1 All communications between the parties about the Contract must be in writing and delivered by hand or sent by pre-paid first class post, email, or sent by facsimile transmission:
- (a) (in case of communications to BETA International) to its registered office or such changed address as shall be notified to the Exhibitor by BETA International; or
  - (b) (in the case of the communications to the Exhibitor) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Exhibitor set out in any document which forms part of the Contract or such other address as shall be notified to BETA International by the Exhibitor.
- 16.2 Communications shall be deemed to have been received:
- (a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
  - (b) if delivered by hand, on the day of delivery;
  - (c) if sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
  - (d) if sent by email on a working day prior to 4.00 pm at the time of transmission and otherwise on the next working day.
- 16.3 Communications addressed to BETA International shall be marked for the attention of the Trade Fair Organiser.
- ## 17. JURISDICTION
- 17.1 The validity, construction, interpretation and performance of these Conditions and any contract shall be governed by English law. Any dispute arising under or in connection with these Conditions or any contract shall be subject to the exclusive jurisdiction of the English courts to which the parties to the Contract hereby submit.