

# BLENHEIM PALACE CHRISTMAS MARKET 2020

## Terms & Conditions

### 1. General

- 1.1 All Contracts are subject to the following Terms & Conditions and no addition to, or variation of, such Terms & Conditions shall be binding unless accepted by the Organisers in writing.
  - 1.2 Any Contracts made with the Organiser shall constitute unqualified acceptance of such Terms & Conditions. These Terms & Conditions shall apply to all Exhibitors at the Event.
2. Definitions and Interpretation
- 2.1 In these Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:
    - "Exhibitor" Any individual, firm or corporate body (which expression shall, where the context so admits, include its successors, assigns, agents, representatives, servants, licensees or invitees of his or any other person or persons under his or her direction) who makes a Contract for a Chalet with the Organiser.
    - "Organiser" Living Crafts Events Ltd., registered in England number 9078333, whose registered office is 68 Kensington Road, Portsmouth PO2 0JR.
    - "Event" Blenheim Palace Christmas Market, held from Thursday 19th November - Sunday 20th December 2020 in the Great Court of Blenheim Palace, Oxfordshire.
    - "Contract" The written agreement between the Organiser and the Exhibitor for the provision of a Chalet at the Event.
    - "Chalet" The designated chalet or agreed exhibition area for the exclusive use of the Exhibitor within the Event.
    - "Exhibiting Period" The dates shown on the Application Form between which the Exhibitor has elected to participate in the Event, including set up and break down.
  - 2.2 Unless the context otherwise requires, each reference in these Terms & Conditions to:
    - 2.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means.
    - 2.2.2 The headings used in these Terms & Conditions are for convenience only and shall have no effect upon the interpretation of these Terms & Conditions.
    - 2.4 Words imparting the singular number shall include the plural and vice versa.

### 3. Conditions

- 3.1 The Organiser shall allocate a suitable Chalet within the constraints of the overall balance of work at the Event and the available space and the decision of the Organiser shall be final and binding.
- 3.2 The Contract is not in place until the Organiser has allocated the Chalet at the Event and the deposit has been received in cleared funds.
- 3.3 The final balance of the payment for the Chalet and any invoiced services and equipment must be paid in full by the 15th September 2020.
- 3.4 The Organiser has the right to charge a sum of £30.00 for each month that an outstanding balance remains unpaid after 15th September 2020.
- 3.5 All Chalets, equipment and services ordered are subject to VAT.
- 3.6 The Organisers are registered for VAT. Registration Number:198479336.
- 3.7 Under no circumstances may an Exhibitor sublet their allocated Chalet.
- 3.8 No goods other than those described on the Application Form or that contravenes the eligibility of work as defined in the Contract can be exhibited.
- 3.9 The decision of the Organisers with regard to the eligibility of exhibits will be final and binding.
- 3.10 In accordance with the Data Protection Act 1998, Exhibitors should be aware that information from the Application Form is filed electronically and contact information will be disclosed to prospective customers on an individual basis, unless the Organiser is otherwise notified.
- 3.11 The Organisers reserve the right to refuse any person admission to the event without assigning any reason.

### 4. Exhibitors Obligations and Exhibition Areas

- 4.1 A non-refundable deposit of £250.00 must be paid on submission of the Application.
- 4.2 Chalets should be adequately staffed at all times when the Event is open to the public.
- 4.3 Exhibitors must comply with the Trades Descriptions Act 1968.
- 4.4 All unsold articles must be allowed to remain until the close of the Event on the final day of the designated Exhibiting Period.
- 4.5 Exhibits, fittings, tools, goods and other articles brought into the Event or onto land and property owned by Blenheim Palace by the Exhibitor will be brought at the Exhibitors' own risk and the Organiser will not be responsible for their loss or damage, however or whenever caused.
- 4.6 The Organiser accepts no responsibility for any articles exhibited, bought or sold by any party.
- 4.7 The Exhibitor shall conduct themselves in a proper manner at all times whilst at the Event that the Exhibitor shall at any time fail to conduct themselves in a proper manner they shall be liable to immediate ejection from the Event by the Organiser without recourse.
- 4.8 The Exhibitor must agree to abide by the conditions set out in the Exhibitors Bond and be prepared to forfeit this Bond if the conditions are breached.

### 5. Health & Safety

- 5.1 Smoking and the use of electronic cigarettes is prohibited at the Event, unless carried out in a designated smoking area outside the Palace Courtyards.
- 5.2 Exhibitors must comply with the Health and Safety guidelines of the Organiser and Blenheim Palace at all times.
- 5.3 Exhibitors must comply with the Health and Safety instructions given by consultants and officials acting on behalf of the Organisers and Blenheim Palace at all times.
- 5.4 Exhibitors' vehicles are not allowed into the Palace Courtyards and surrounding areas with public access outside the designated times, when the Event is open to the public or when the presence of vehicles is deemed to be a risk to the public by the Organisers.
- 5.5 Exhibitors must park their vehicles in the designated Exhibitor parking areas and the relevant Vehicle Pass must be clearly displayed.
- 5.6 Once the Great Court is cleared each evening, exhibitors must not return unless with the Organisers' permission or the consent of officials acting on their behalf.
- 5.7 Electrical equipment, including extension cables must have a current PAT Certificate under regulations 4, 5 & 6 of the Electricity at Work Regulations 1989 (EAWR) and all test labels must be in date for the duration of the Event. The PAT Certificates must be available for inspection at the Event.
- 5.8 The exhibitor shall ensure that all flammable material used in connection with their Chalet shall be fireproofed or otherwise protected against fire.
- 5.9 Any light or other heat generating equipment must be kept at a safe distance from the Chalet walls, ceiling and other flammable materials.
- 5.10 The Organisers must be made aware and approve of any naked flames or gas cylinders that will be used at the Event and a full Risk Assessment for their use must be submitted by 31st October 2020. The Exhibitor is responsible for providing any additional fire fighting and safety equipment that may be necessary.
- 5.11 The Exhibitor shall ensure that any equipment used in conjunction with a display or demonstration is fit for purpose, compliant with all relevant safety standards and the operator is qualified or suitably trained in its use.
- 5.12 Under no circumstances should the agreed power consumption by an Exhibitor be exceeded unless by prior arrangement with the Organisers.
- 5.13 Personal generators for electricity are not allowed within the Great Court or surrounding area.

### 6. Cancellation

- 6.1 All payments made from the Exhibitor to the Organiser are non transferable.
- 6.2 All Exhibitor cancellations must be made in writing and notice is taken from the time that the Organiser receives the communication.
- 6.3 An Exhibitor may cancel their participation in the Event up to and including 1st September 2020 but will forfeit their deposit in full.
- 6.4 An Exhibitor may cancel their participation in the Event up to and including 1st November 2020 but will forfeit 50% of their total Exhibition costs.
- 6.5 An Exhibitor cancelling their participation in the Event after 1st November 2020 will forfeit their Exhibition costs in full.
- 6.6 If the Exhibitor fails to arrive and set up their display without good reason by 12:00 noon on the first day of their Exhibiting Period, they shall be deemed to be in breach of contract, electing to withdraw from the Event and the Organiser shall be entitled to re-allocate or use the Chalet as they see fit.
- 6.7 If the Event is cancelled, interrupted or curtailed due to circumstances beyond the Organisers' control, the Organiser shall not be liable to make good any losses, refunds, damages or expenses incurred by the Exhibitor.

### 7. Liability

- 7.1 Nothing in the Terms & Conditions limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation and breach of any terms implied by section 2 of the Supply of Goods and Services Act 1982.
- 7.2 The Exhibitor shall indemnify and will keep indemnified the Organiser against all loss or damage, including indirect consequential loss or damage howsoever arising. This shall include but not be limited to any action, claim, liability, demand, cost or expense arising from any act of negligence, omission or anything done or omitted by the Exhibitor.
- 7.3 Exhibitors must have event public liability insurance in a sum of at least five million pounds (£5,000,000) and evidence of the cover shall be produced to the Organiser on demand. This should include cover for any activity being demonstrated to the public. Cover should indemnify the Exhibitor against any claim, loss, costs and expenses incurred in respect of any injuries to any person or loss or damage to property howsoever arising.
- 7.4 The Organiser has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £500,000 per claim. The limits and exclusions in this clause reflect the insurance cover that the Organiser has been able to arrange and the Exhibitor is responsible for making its own arrangements for the insurance of any excess loss.
- 7.5 Subject to clause 7.1, the Organiser's total liability to the Exhibitor shall not exceed £5,000. The Organiser's total liability includes liability in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection these Terms & Conditions save that if the Event is cancelled, interrupted or curtailed due to circumstances beyond the Organiser's control, the Organiser shall not be liable to make good any refunds, damages, expenses or any other losses incurred by the Exhibitor.
- 7.6 Any amounts awarded or agreed to be paid under these Terms & Conditions shall count towards the cap on the Organiser's liability a set out in clause 7.5.
- 7.7 This clause 7.7 sets out specific heads of excluded loss:
  - (a) the types of loss listed in clause 7.7 (b) are wholly excluded by the parties.
  - (b) the following types of loss are wholly excluded:
    - (i) Loss of profits; (ii) Loss of sales of business; (iii) Loss of agreements or contracts; (iv) Loss of or damage to goodwill; (v) Indirect consequential loss.
- 7.8 Unless the Exhibitor notifies the Organiser that it intends to make a claim in respect of an event within the notice period, the Organiser shall have no liability for that event. The notice period for an event shall start on the day in which the Exhibitor became, or reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 7.9 These Terms and Conditions shall be governed by the laws of England and Wales.
- 7.10 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.
- 7.11 This clause 7 shall survive termination of the contract between the parties.