

Terms & Conditions

These Terms and Conditions form part of the contract between Lip Smacking Festivals and Exhibitors. They contain important information. Please make sure that you have read and understood them. For a large print version please contact jo@lipsmacking.co.uk or call 01373 303132.

DEFINITIONS The terms "the Organisers" as mentioned herein means solely the Organisers of Lip Smacking Festivals
The term "exhibitors" as mentioned herein means all stand holders their employees, assistants, agents etc
The term "Venue" as mentioned herein means the premises hired by the Organisers for the purposes of staging the event

1 General Conditions

- 1.1 The exhibition and fair is devoted entirely to chocolate and relevant supporting hobbies, products and services. Prospective exhibitors may be required to submit a description of their proposed products and service, which the Organisers reserve the right to accept, reject or require to be modified at their discretion.
- 1.2 Decisions by the Organisers on acceptance, admittance, allocation, location of stands and all other organisational matters, are final. Access, set-up and breakdown details will be as defined in the notes relating to specific events.
- 1.3 Attendance at an event is by agreement between an exhibitor and the Organisers and as such is not transferable by the exhibitor.
- 1.4 Participation at an event does not indicate an automatic right to inclusion at future events. Contravention of any of these terms and conditions could result in exclusion from future Lip Smacking Festivals events.
- 1.5 Exhibitors agree that no associates shall personally address the audience, interfere in any manner with other artistes or employees, or go behind the front of house desk, without the permission of the Organisers, or the Venue.
- 1.6 The exhibitor agrees to observe, carry out and abide by any other rules for the time being in force at The Venue.
- 1.7 To comply with The Venue's rules on sales of goods where appropriate.

2 Terms of Payment

- 2.1 Upon receiving a request from an exhibitor, the Organisers shall send to the exhibitor the event promotional pack along with these terms and conditions.
- 2.2 If the exhibitor wishes to reserve a stand they shall notify the Organisers.
- 2.3 All payments for stands must be paid in full in advance of the event.
- 2.4 If the section of the booking form for describing the business exceeds 50 words, the Organisers reserve the right to edit the description.
- 2.5 If the exhibitor fails to make any payment in accordance with Clause 2 of these terms and conditions then, without prejudice to any other right or remedy available to the Organisers, the Organisers shall be entitled to cancel the contract.
- 2.6 Cancellation of a booking by an exhibitor must be made in writing. If the cancellation is made 6 weeks prior to the event then the Organisers will refund the price less 20%. If the cancellation is made less than 6 weeks prior to the event then no refund will be payable unless the Organisers are able to contract with a replacement exhibitor.
- 2.7 If the event is cancelled for whatever reason, neither the Organisers nor the Venue will accept any liability for the return of fees paid (save insofar as their own insurance permit) and/or other expenses incurred by the exhibitor in any form whatsoever as a result of booking a stand at the event and in accepting the offer of a stand of any kind whatsoever at the event the exhibitors will indemnify the Organisers and the Venue against any such claims.

3 Access and Breakdown

- 3.1 Exhibitor access and set-up will be as described in the arrival notes relating to specific events.
- 3.2 There is no separate break-down day, therefore the rules relating to vacation of the premises on the same day as the closure of an event apply. Break-down and clearance will be as described in the notes relating to specific events. In addition exhibitors will be expected to have completed clearance and to have departed from the hall within two hours of the closing time of the event.
- 3.3 The Organisers and the Venue will accept no responsibility for injury or damage caused to exhibitors and/or their stock and/or equipment and/or vehicles resulting from gaining access to or clearing from the event or from the activities of the contractors who may be working in the hall.
- 3.4 To ensure that the building is left in good order after The Event. The Organisers will charge the exhibitor for the cost of making good/replacing any property or equipment that has been damaged by the exhibitor or anyone associated with the exhibitor (in the case of a private function this includes anyone attending).

4 Occupation of Stands

- 4.1 Sub-letting of stands is not permitted.
- 4.2 All stands must be kept open to the public and no part may be separated off for such purposes as the conduct of trade-only business.
- 4.3 Exhibitors should carry sufficient stock to maintain a representative display for the duration of the event.
- 4.4 Exhibitors must have due regard for the wishes and rights of their neighbours, especially when it comes to security issues behind stands. An exhibitors stand should not be set-up in such a way as to allow visitors easy access to the rear of neighbouring stands. Where exhibitors have created a "walk-in" type of stand, it should be arranged so as to provide adequate protection to neighbouring stands from incursions by visitors.
- 4.5 Stands must remain open in good order throughout the entire duration of the event (i.e. No packing away before the closing time).
- 4.6 For security reasons the Organisers may issue badges to exhibitors. If issued these must be worn at all times by all exhibitors and their helpers.

5 Health and Safety

- 5.1 Tables must be covered by a cloth, provided by the exhibitor, which reaches to three inches clear of the floor at the front and both sides of the stand.
- 5.2 Stands, merchandise etc must not encroach into the public circulation areas, fire exits, etc. Nothing must be put in front of the tables that could constitute a hazard to members of the public. Exhibitors must familiarize themselves with the emergency procedures that are available at the Venue.
- 5.3 To ensure that all electrical equipment has been properly approved and tested in compliance with relevant Health and Safety Legislation.
- 5.4 The exhibitor shall not bring or permit to be brought on to the premises any explosives, inflammable spirits or fireworks of any kind or without consent install any portable heaters of any type.
- 5.5 The exhibitor shall not without the prior written agreement of the Organisers use or permit to be used any naked lights any inflammable material, costume, decorations or scenery on the premises and shall not allow any act or performance to take place on the premises which might endanger persons on the premises or the premises themselves.
- 5.6 Smoking will not be permitted at the event.

6 Liability and Insurance

- 6.1 Exhibitors will be liable for any hurt, injury or damage caused by them, their helpers, their stock or their property, to any other person or persons in attendance and/or to the property of such persons, and to the Venue.
- 6.2 Exhibitors must have Public & Product Liability Insurance for at least £5M.
- 6.3 Exhibitors are expected to provide their own security and insurance cover for their stock. Neither the Organisers nor the Venue will accept any liability for loss or damage whatsoever however caused.
- 6.4 The Organisers and the venue their servants agents and employees will not be liable for any claim in respect of any accident loss or damage incurred by any exhibitor or any other participant of any kind whatsoever at or as a result of the event, and in accepting the offer of a stand of any kind whatsoever at the event the exhibitors indemnify the Organisers and the Venue against any such claims.

7 Legal and Other Considerations

- 7.1 Exhibitors must not knowingly bring to the event or offer for sale any item that has been copied from the copyright designs of (an)other person(s) or that may be deemed to be "passing-off" or that is restricted by contractual agreements elsewhere. Where legal action has been initiated in respect of such infringements the alleged perpetrator must not bring the items in dispute to the event. The Organisers and the Venue and their servants and agents will not accept any liability whatsoever for any loss of business sustained by any exhibitor whatsoever that may result from this or any other exclusion(s) of items that the Organisers at their discretion may deem to be prudent.
- 7.2 Exhibitors must take all reasonable steps to ensure that they do not infringe the law in any way whatsoever.
- 7.3 Exhibitors must not do anything or display any item(s) that could bring the Event or the Organisers or the Venue into disrepute.
- 7.4 The exhibitor agrees to observe, carry out and abide by any other rules for the time being in force at The Venue.