

SPOTTED



APPLICATION PACK

A/W19 EDITION
8—10 SEPTEMBER 2019
OLYMPIA LONDON

S/S20 EDITION
12—14 JANUARY 2020
OLYMPIA LONDON

TOP DRAWER

topdrawer.co.uk
@topdrawerlondon

What is SPOTTED?

Now established as one of Top Drawer's main attractions, new design showcase Spotted has helped over 100 fledgling businesses - including Above & Beyond, Bhavin Taylor, The City Works, The Curious Department, Georgia Bosson, Lara Quinn, Laura Spring, Lomas & Lomas, Lorna Syson, Nicola Taylorson, and Space la Design - make their all-important trade show debut.

Spotted now covers all of Top Drawer's sectors – Home, Gift, Fashion and Craft – bringing you a rare and varied collection of extraordinary new talent.

Featuring 40 handpicked new businesses in one central location, Spotted is the best place to discover new products made with skill and originality.

A unique opportunity

- Spotted offers an exclusive opportunity for emerging brands to gain new business from an international audience
- An established destination zone for an audience of trade buyers and press
- Over 15,000 retailers and professional buyers from independent retailers to department stores, and from lifestyle stores and gift shops to museums and heritage institutions
- A high quality, beautifully presented, specially designed area within one of the UK's longest established and most highly regarded trade events
- An expertly edited showcase of the best new brands, curated by industry professionals
- 40 selected companies offering design-led gifts, homewares, interior accessories, greeting cards, stationery, wellbeing, children's and fashion

Curated by Charlotte Abrahams



"Spotted just goes from strength to strength. I am constantly amazed by how much creative talent there is in the UK and I'm delighted to be able to introduce some of that talent to an international retail audience."

Charlotte Abrahams is a freelance writer, author and curator specialising in design and the applied arts. She writes regular features and columns for the national press, including the Financial Times: How to Spend It, Crafts Magazine and Guardian Weekend. She is the author of several books, including 'Hygge, A Celebration of Simple Pleasures, Living the Danish Way.'



"Top Drawer was a big success for me and it was a fabulous way to launch my brand. I really enjoyed the whole process and it was exciting to be able to present my work. Everyone was incredibly supportive! I look forward to another opportunity at Top Drawer."

Alexia Weisman
Founder
Alexia Peck

Application guidelines

Applications are open for brands that are new to the professional trade fair market, and are subject to selection by an expert panel. The selection criteria is based on original, contemporary, well-made products that are commercially viable both in terms of pricing and their appeal to the relevant audience.

Value for money

- Fixed price, low cost, low risk, turn-key solution to reaching trade buyers
- Ready-built stand design concept with lighting, name board and floor covering included
- Comprehensive marketing support across the show campaign via direct marketing, e-marketing, social media, website and PR
- Stands are £315 per m² including lighting, representing a 35% subsidy



“Top Drawer was brilliant first show for me, I felt very supported being in the Spotted area and customers really understood that this was my first show. I was surrounded by really good stands but all the products were different so each one of us could shine. I generated over 100 leads; the majority were small independent retailers, press and then other leads such as manufacturers.”

Rebecca J Mills

Founder of Rebecca J Mills.



“Spotted was a great experience, good exposure for my brand and great to be associated with Top Drawer.”

Renu Modha

Ishvari

How do I exhibit?

Complete the application form and email it to spotted@clarionevents.com

Please note, applications will only be considered from brands who have never done a professional trade fair. Once accepted, brands may not sign up for other trade fairs which run before the edition of Spotted for which they have been selected.

SPOTTED Award

Spotted, Top Drawer’s curated showcase of new design-based businesses, was established to help emerging brands at a crucial stage in their development. The Spotted Award, which was launched at the Spring/Summer 2018 edition of Top Drawer, reflects that mission.

Everyone accepted to show as part of Spotted is eligible to apply for the Spotted Award and entries are judged by a panel made up of buyers, retailers and designers, as well as Top Drawer’s Show Director Alejandra Campos and Spotted’s curator Charlotte Abrahams.

The Award will be given to the brand which, in the judges’ opinion, best meets the following criteria:

- Originality and innovation
- Commercial viability
- Clarity of brand and communication of message
- Quality of the design

First prize is a free stand Top Drawer and a series of one-to-one mentoring sessions with industry experts. The two runners up also receive one-to-one mentoring.

Special thanks to our judges and mentors...



Annabelle Dodds
V&A Shops



Sophie Hughes
West Elm



Ged Mace
The Art File



Sarah Hill
Finfo Design



Mark Hampshire
Keith Stephenson
Mini Moderns



Preena Patel
Design Museum



Ben Langworthy
Ben Langworthy



Daniel Flower
AIM Brands



Sam Hood
Amara



Victoria Whitbread
Jackie Piper
Designed In
Colour



Spotted Winners SS19



“When I took decision to set up my business, I knew I wanted to be part of Spotted as I knew what an amazing platform it could be. And it has been absolutely brilliant! I took a few orders and picked up lots of leads with people from the V&A, National Trust and Paperchase visiting my stand.”

Ben Langworthy
Ben Langworthy Papergoods
Winner of Spotted Award AW18

SPOTTED

PLEASE COMPLETE IN BLOCK CAPITALS

Which edition/s would you like to apply for?

AW19: 8-10 September 2019

SS20: 12-14 January 2020

There are two sections in this form, followed by the terms & conditions and the declaration. Please read the application guidelines carefully and make sure that all requested information is complete. Please email your completed application form, or any queries to spotted@clarionevents.com

1. Your details

Applicant's name	First name: <input type="text"/>	Surname: <input type="text"/>
Company name: <input type="text"/>		
Business address		Main State/Province: <input type="text"/>
Street: <input type="text"/>	Postcode: <input type="text"/>	
City: <input type="text"/>	Country: <input type="text"/>	
Telephone: <input type="text"/>	Mobile: <input type="text"/>	
E-mail: <input type="text"/>	Website: <input type="text"/>	
VAT no: <input type="text"/>		
Area of specialisation: <input type="text"/>	Year business set up: <input type="text"/>	
Please outline a brief history of your brand (no more than 100 words): <input type="text"/>		
What was the founding concept? <input type="text"/>		
What is your design and manufacturing process? <input type="text"/>		
What makes your brand stand out from the rest? <input type="text"/>		
Who is your target market? <input type="text"/>		
What are your plans for the brand over the next two years? <input type="text"/>		
List your top 5 current stockist: <input type="text"/>		
I confirm that I have never exhibited at a trade fair before <input type="checkbox"/>		
Which exhibitions would we have recently seen you at? <input type="text"/>		
Please confirm your Twitter/Instagram handle: <input type="text"/>		
Please confirm your Facebook handle: <input type="text"/>		

2. Image details: Describe the work in each image

Please accompany your 6 product images with **one recent stand image**.

Image 1: Title and description		
Material		
Dimensions		Retail price (£)
Photographer credit		

Image 2: Title and description		
Material		
Dimensions		Retail price (£)
Photographer credit		

Image 3: Title and description		
Material		
Dimensions		Retail price (£)
Photographer credit		

Image 4: Title and description		
Material		
Dimensions		Retail price (£)
Photographer credit		

Image 5: Title and description		
Material		
Dimensions		Retail price (£)
Photographer credit		

Image 6: Title and description		
Material		
Dimensions		Retail price (£)
Photographer credit		

Please note:

Successful applicants will be notified of their allocated space after our selection panel have met at which point you will be issued with your exhibition space contract.

TERMS AND CONDITIONS

1. DEFINITIONS

In these terms and conditions (the "Terms") the following expressions shall, unless the context otherwise requires, have the following meanings:

Additional Regulations means the regulations issued by the Venue Owner in relation to Exhibitions held at the Venue.

Agreement means the agreement between the Exhibitor and the Organiser pursuant to which the Exhibitor agrees to purchase a Space Package at the Exhibition which shall incorporate the Application for Space Package, these Terms, the Exhibition Manual and the Additional Regulations.

Application for Space Package means the application by the Exhibitor for a Space Package at the Exhibition made pursuant to Clause 3 below.

Charges means the aggregate fees charged by the Organiser to the Exhibitor pursuant to the Agreement.

Dismantling Period means the period for removal of all Exhibits and Stands from the Venue.

Exhibit means any article so described by the Exhibitor and permitted by the Organiser to be exhibited at the Exhibition.

Exhibition means the Exhibition set out in the Application for Space Package including any sectional Exhibition associated with it.

Exhibitor means any person to whom Space Package at the Exhibition shall have been allotted pursuant to the Agreement and shall include all staff, employees, servants and agents of such person.

Exhibition Manual means the manual of information provided by the Organiser to the Exhibitor in relation to the Exhibition.

Installation Period means the period for the installation of all Exhibits and Stands at the Venue.

Organiser means Clarion Events Limited and its subsidiaries and/or others appointed by them to organise the Exhibition together with their agents, servants and workmen.

Space Package means the area of space at the Venue allotted (Allotted Space) to the Exhibitor by the Organiser; and the relevant services provided by the Organiser which may include, but not necessarily be limited to, internet listings, access to PR and marketing teams, onsite first aid, invitations to events and functions, a level of cleaning and inclusion in associated print material. Further information on this will be available from the events team and provided in Exhibitor Manual.

Stand means all erections on the Allotted Space.

Venue means the Exhibition halls in which the Exhibition shall take place.

Venue Owner means the proprietor of the Venue, together with its agents, employees and workmen.

2. DURATION OF EXHIBITION AND TIMETABLE

Details of the times and dates of:

- the Exhibition;
- the open hours of the Exhibition;
- the Installation Period; and
- the Dismantling Period

will be as stipulated by the Organiser in the Exhibition Manual or otherwise.

3. APPLICATION FOR SPACE PACKAGE

3.1 Applications for a Space Package must be made on the Organiser's official application form which can be provided by the Organiser on request. The Organiser may, at its sole discretion, accept applications by other means. These Terms shall apply to all Applications for a Space Package.

3.2 The Organiser reserves the right to accept or reject any Application for Space Package from any potential Exhibitor, whether or not the application has been made on the Organiser's standard form and whether or not all or part of the payment for Space Package has been made.

3.3 A Binding Agreement shall come into force only once both parties have provided written acceptance of this agreement.

3.4 The Organiser is not bound to accept an Application for Space Package from a potential Exhibitor for the Exhibition even if it has accepted an Application for Space Package from that Exhibitor for another Exhibition. There is no automatic right for an Exhibitor to participate in any subsequent Exhibition.

3.5 A signatory on an Application For Space Package shall be deemed to have full authority to sign the Application for Space Package on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such authority.

4. OCCUPATION OF STAND

4.1 Subject to the rights of the Organiser in the Agreement, the Organiser hereby grants to the Exhibitor a licence to occupy the Allotted Space for the purpose of displaying Exhibits within the scope of the Exhibition for the duration of the Exhibition.

4.2 The Exhibitor shall install its Exhibits and Stands during the Installation Period and remove its Exhibits, and Stands during the Dismantling Period. Stands cannot be constructed in the Allotted Space if plans have not been submitted and approved by the Organiser within the timetable set out in the Exhibition Manual.

4.3 The Organiser and the Venue Owner shall be permitted to have access to the Stand and the Allotted Space at all times.

5. PAYMENT

5.1 The Exhibitor shall pay the Organiser in accordance with the payment terms set out in the Application for Space Package.

The Organiser reserves the right to refuse to let the Exhibitor occupy the Allotted Space and enjoy benefits of the Space Package if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Exhibitor shall pay to the Organiser in addition.

5.2 The Exhibitor shall pay all other sums due to the Organiser within 7 days of the date of the Organiser's invoice for each sum. 5.3 In consideration of the Exhibitor entering into the Agreement with the Organiser in accordance with the provisions of Clause 3 the Exhibitor agrees to hold all its (or its agents) Exhibits, fittings, machinery, tools or other goods to the order of the Organiser pending receipt by the Organiser of all sums due and owing to the Organiser by the Exhibitor.

5.4 If the Exhibitor pays the Organiser by credit card, an administration charge of 2% (inclusive of VAT) shall be added to the payment, which the Exhibitor shall pay in addition.

5.5 All Exhibitors who are not domiciled in the United Kingdom shall make all payments by credit card, bank transfer or by sterling cheque or bank draft drawn on a bank in the United Kingdom.

5.6 If there is any payment still due to the Organiser less than fourteen days before the opening of the Exhibition, the Exhibitor shall pay the Organiser by bank transfer or credit card. The Organiser reserves the right to refuse cheque payments. The Exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counterclaim or set-off against the Organiser.

6. ORGANISER'S PUBLICATIONS OR OTHER MEDIA

6.1 The Organiser shall be free to include in any form of media created by the Organiser (or on its behalf) in connection with the Exhibition, the sponsor's name, logo or any other material or information supplied to the Organiser by the Exhibitor.

6.2 The Exhibitor shall ensure the accuracy of all material or information provided to the Organiser or directly used by the Exhibitor. The Exhibitor shall also ensure that any material or information is neither offensive, abusive, indecent, defamatory, obscene or menacing in any way.

6.3 The Exhibitor has the right to grant and hereby grants to the Organiser (and its sub-contractors) a non-exclusive, royalty free, world-wide licence to use the Exhibitor's name and logo and any other material or information provided by the Exhibitor to use in accordance with this Agreement.

6.4 The Exhibitor warrants that the Organiser's (or sub-contractors) use or possession of the name, logo and any other material or information provided by the Exhibitor does and will not infringe the Intellectual Property rights of any third party.

6.5 The Organiser may be free to incorporate the name, logo or any other material or information provided to the Organiser or remove, delete or cover over such name, logo or material or information if the Organiser becomes aware that any such name, logo or material or information is in breach of this clause 6.

6.6 The Organiser shall not in any event be responsible to the Exhibitor for any omissions, misquotations or other errors which may occur in the completion of any form of media in connection with the event.

6.7 The Exhibitor acknowledges that the Organiser may continue to use the name, logo and any other material or information provided by the Exhibitor after an event in connection with any media created in connection with the event.

7. CANCELLATION BY EXHIBITOR

7.1 In the event that the Exhibitor:

- requests to withdraw its Application for Space Package after acceptance by the Organiser; or
 - fails to meet any of the payment obligations (whether as to the amounts due or dates of payment) detailed in the Agreement; or
 - fails to occupy the Allotted Space by the opening time on the first day of the Exhibition,
- THEN the Organiser reserves the right (but without being obliged to do so) to treat the Agreement as being cancelled and apply the following cancellation charges and to re-allocate the Space Package to another Exhibitor:

CANCELLATION OCCURRING:	CANCELLATION CHARGE:
More than 12 months prior to the first day of the Exhibition	10% of the Charges
More than 9 months and less than 12 months prior to the first day of the Exhibition	50% of the Charges
Less than 9 months prior to the first day of the Exhibition	100% of the Charges

(b) If the Exhibitor wishes to withdraw its Application For Space Package, then written notice of such wish must be forwarded to the Organiser by recorded delivery post by not later than the dates referred to in the table above.

(c) The Organiser shall not be obliged to accept the Exhibitor's request to withdraw its Application for Space Package

(d) Notwithstanding that the Organiser may re-sell or re-allocate the cancelled Space Package after cancellation by the Exhibitor, the Organiser shall be under no obligation to re-imburse all or any part of a cancellation charge.

(e) The Exhibitor shall fully indemnify the Organiser against all expenses, costs, claims, losses and liabilities in connection with its Application For Space Package including, without limitation, any charges and damages which the Organiser may suffer or incur as a result (direct or indirect) of such cancellation.

8. REDUCTION OF SPACE

Where an Exhibitor requests a reduction in the size of the Allotted Space included in the Space Package, booked after acceptance by the Organiser of the Exhibitor's Application for Space Package, then the Exhibitor must forward such request to the Organiser by recorded delivery post. The Organiser reserves the right to apply the scale of cancellation charges set out in Clause 7 above to the total cost according to the amount by which the original Allotted Space is reduced. The Organiser may re-sell or re-allocate the Allotted Space unused, but the Organiser shall be under no obligation to re-imburse all or any part of the charge for reduction in the Allotted Space. There shall be no obligation on the Organiser to accept the request for reduction of the Allotted Space by the Exhibitor.

9. GENERAL OBLIGATIONS OF THE EXHIBITOR

9.1 The Exhibitor shall:

- occupy the Allotted Space, complete any necessary Stand fitting works, ensure the Stand is appropriately dressed and maintained and that all Exhibits are in position no later than the end of the Installation Period;
- keep the Allotted Space appropriately dressed and maintained and all Exhibits open to view and the Allotted Space adequately staffed continuously during the opening hours of the Exhibition and not dismantle the stand before the end of the Exhibition;
- remove all Exhibits, fittings, rubbish and other items from the Venue by no later than the end of the Dismantling Period;
- not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the Allotted Space or any other part of the Venue, any articles of food, drink or tobacco other than those supplied by the Venue Owner, or its appointed catering contractor, or unless agreed by the Organiser;
- not do, cause, permit or suffer to be done anything which shall, in the opinion of the Organiser, constitute a nuisance or which may be an infringement of or contravene any licence held by the Organiser, or the Venue Owner, or its appointed catering contractor and (without limitation) the Exhibitor shall ensure that sound levels emitted from the Allotted Space shall not exceed those levels which, in the opinion of the Organiser, would cause disturbance to other Exhibitors or which would breach any laws, bye-laws or any other rule or regulation;
- not do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Venue or to any person or property of the Organiser, Venue Owner or any other Exhibitor or any visitor;
- comply at all times with all applicable rules and regulations set out in the Exhibition Manual; and
- conduct business and distribute literature only from the Allotted Space and no other part of the Halls and not take away any visitors from the Venue to other business premises.

9.2 Only items which are, in the Organiser's opinion, within the scope of the Exhibition may be exhibited at the Exhibition or otherwise be displayed or made available from the Allotted Space. Goods, cards, advertisements or photographs of persons who are not Exhibitors may not be displayed.

9.3 The Exhibitor shall obtain and maintain in force, insurance with a reputable insurance company in connection with its presence at the Exhibition. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Exhibitor shall take out insurance including (without limitation) public liability insurance for loss, damage or injury caused by the Exhibitor's negligence or default up to a value of £2million. The Exhibitor shall, on request by the Organiser, produce to the Organiser its insurance certificate(s) and evidence that all payments under such insurance policy have been paid up to date.

10. POWERS AND DISCRETION OF THE ORGANISER

10.1 The Organiser shall be entitled to:

- allocate to the Exhibitor a space other than the Allotted Space for which the Exhibitor has applied in the Space Package;
- change the Allotted Space allocated to the Exhibitor at any time and if such changed area of such Allotted Space is smaller than the area specified in the Application for Space Package, the Organiser shall make a refund to the Exhibitor pro-rata to the amount of the area reduced;
- alter the position or layout of the Exhibition and any stands including the Stand and Allotted Space;
- refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence, in the opinion of the Organiser, is or is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor;
- remove from the Allotted Space or the Venue at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibitor fails to remove in accordance with or which do not comply with these Terms;
- alter the dates, opening hours and/or duration of the dates and duration of Dismantling Period and the total duration of the Exhibition; and
- change or vary these Terms at any time, or permit exceptions and special circumstances.

11. EXHIBITOR'S LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

11.1 All Exhibits, fittings and all other items brought into the Exhibition by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible (other than where loss or damage is caused directly by the negligence of its employees) for any loss or damage to such Exhibits, fittings or items however caused.

11.2 The Exhibitor shall indemnify and keep indemnified the Organiser against all loss, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:

- any breach by the Exhibitor of any of the terms and conditions of the Agreement; or
- any loss suffered by the Organiser as a result of default or negligence of the Exhibitor or any of its agents, sub-contractors, invitees or employees; or
- any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the Agreement.

11.3 The Exhibitor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the Stand and anything done on or from the Allotted Space caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the Stand or by any exhibit or machinery or other item belonging to or introduced by any such person.

12. LIMITATION OF ORGANISER'S LIABILITY

12.1 The Organiser shall not make any warranty as to the Exhibition in general, and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor. Whilst the Organiser shall act in good faith, the name of any Exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any Exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Organiser that any such Exhibitor shall attend the Exhibition. The Organiser shall not be liable for the absence of other Exhibitors from attending the Exhibition.

12.2 The Organiser shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of the Organiser's negligence.

12.3 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, the Organiser or the Venue Owner or their servants, agents or employees.

12.4 Without prejudice to Clause 12(c), the total liability of the Organiser for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher of (a) twenty-five thousand pounds (£25,000), or (b) the amount of all sums paid by the Exhibitor to the Organiser under the Agreement in relation to the Space Package.

12.5 The Organiser shall not in any event be liable for any:

- indirect or consequential losses, damage, costs or expenses;
- loss of profit;
- loss of revenue; or
- loss of goodwill.

12.6 The Organiser does not make any claim made by the Exhibitor more than 1 Year after the event or, in the case of a series of events, the first such event which gives rise to such claim.

12.7 Except as set out in this Agreement, the Organiser excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Exhibition, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.

12.8 Each provision of this Clause 12 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

13. EXHIBITOR PROTECTION SCHEME

13.1 The Organiser shall, for the duration of the Exhibition (as defined in Clause 2 of this agreement), maintain a policy of insurance, with a reputable insurer, which will be extended to benefit the Exhibitor, provided such Exhibitor has opted to be included in the Exhibitor Protection Scheme and paid such fees in full. The policy of insurance referred to herein, at a minimum, shall cover the statutory liability of the Exhibitor to pay compensation and claimants costs and expenses arising out of bodily injury, disease or illness sustained by any person (other than an employee of the Exhibitor) up to a sum of £2,000,000

13.2 If the Exhibitor has opted not to be covered by the Exhibitor Protection Scheme, the Exhibitor must provide to the Organiser a suitable certificate verifying the required insurance is in place as outlined in 9.3.

13.3 The Exhibitor Protection Scheme is not an Insurance Policy, and the Exhibitor is not entitled to claim directly from the Organiser's Insurance Policy. The Exhibitor must advise the Organiser (or its nominated agent) immediately, of any circumstances that give rise to, or may give rise to, a claim, under the Exhibitor Protection Scheme.

13.4 The Organiser does not accept any responsibility for any additional coverage required or arranged by an Exhibitor.

13.5 Any Exhibitor who participates in the Exhibitor Protection Scheme, but requires cover for sums in excess of those provided, or for risks not insured by the Organiser's policy, should affect such additional cover on their own behalf.

14. CANCELLATION BY ORGANISER/FORCE MAJEURE

14.1 In the Venue become unfit or unavailable for occupancy (such decision to be at the absolute discretion of the Organiser) or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, the Organiser reserves the right (but shall not be obliged):

- to change the location and/or date of the Exhibition;
- to curtail the Exhibition;
- to reduce the Installation Period, Dismantling Period or the opening hours of the Exhibition; or
- to cancel the Exhibition.

14.2 In the circumstances specified in paragraph 14.1 the parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

14.3 If the Exhibition is cancelled in accordance with paragraph 14.1 (d) the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all Exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition including a reserve, established at the sole discretion of the Organiser, for future claims and expenses in connection with the Exhibition.

14.4 In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition the Organiser will refund to the Exhibitor all charges paid by the Exhibitor to the Organiser and the Exhibitor agrees and acknowledges that he will have no further claim whatsoever against the Organiser in respect of such cancellation.

15. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

15.1 No naked flames or smouldering products are allowed within the Exhibition without prior agreement of the the Organiser.

15.2 The Exhibitor must comply with all statutory local and other regulations or requirements and bye-laws which affect or apply to the Exhibition or the Venue and in particular any fire regulations. All materials used on the Stand must be non-flammable.

15.3 The Exhibitor must comply with and observe the Additional Regulations and Stand Fitting Regulations copies of which are available from the Organiser and all other instructions and regulations laid down by the Venue Owner and the Local Authority from time to time.

16. TERMINATION AND WITHDRAWAL

Without prejudice to any other rights it may have, the Organiser may terminate the Agreement by notice in writing:

- if the whole or any part of the amounts due from the Exhibitor to the Organiser are not paid within fourteen days of the due dates (whether formally demanded or not);
- if the Exhibitor fails to observe and fulfil any of the terms of the Agreement;
- if the Exhibitor shall have a receiver or administrative receiver appointed over all or any part of its assets or an application is made for the appointment of an administrator or an administrator is appointed or the Exhibitor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which his creditors or assignees or assigns or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankruptcy order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value. Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such termination.

17. EXHIBITION MANUAL

The Organiser shall provide to the Exhibitor and all other Exhibitors an Exhibition Manual before the first day of the Exhibition which, inter alia, contains specific regulations with regard to the manner and conduct of the Exhibition. The Exhibitor agrees to abide by any relevant provisions contained in that Exhibition Manual.

18. ASSIGNMENT AND SUB-CONTRACTING

18.1 The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part this Agreement or

any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organiser.

18.2 The Organiser reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment. This Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and (where the Organiser's written consent is given) the successors and assignees of the Exhibitor.

19. WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, policies, assurances, warranties, representation and understandings between them, whether written or oral, relating to its subject matter.

20. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

21. RIGHTS OF THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.

22. SEVERANCE

If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

23. APPLICABLE LAW

The validity construction and performance of the Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.