

DATED _____ 2017

THE VALUE FOR MONEY COMPANY LIMITED

-and-

NAME OF EXHIBITOR

AGREEMENT FOR EXHIBITION OF GOODS AT
THE CHRISTMAS GRAND SALE
AT THE LINDLEY HALL, THE ROYAL HORTICULTURAL HALLS,
ELVERTON/GREYCOAT ST., LONDON SW1V 2QD

ALLOCATED STAND NUMBER:

2. INTERPRETATION

2.1 In this Agreement:

- 2.1.1 Clause headings do not form part of or affect the interpretation of this Agreement;
- 2.1.2 References to any legislation will include any statutory or other re-enactment or modification thereof (whether before or after the date of this Agreement);
- 2.1.3 Where the context requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- 2.1.4 References to Clause and Schedule numbers are to Clauses and Schedules in this Agreement so numbered;
- 2.1.5 References to parties include references to their respective successors in title, permitted assignees and novatees.

3. SHOW

- 3.1 In consideration of the Exhibitor paying to VFM, the Rental Charge, on or before the Payment Date;
- 3.2 Upon VFM receiving details from the Exhibitor and approving of the nature and type of goods and merchandise that the Exhibitor intends to offer for sale at the Show; and
- 3.3 Subject to the provisions of this Agreement, VFM hereby agrees to allot to the Exhibitor the Allocated Space.

4. EXHIBITOR'S UNDERTAKINGS

4.1 The Exhibitor hereby agrees and undertakes as follows:

- 4.1.1 to use the Allocated Space only for the Agreed Purpose.
- 4.1.2 to comply with all reasonable and lawful directions and/or instructions of the Owner or VFM in respect thereof;
- 4.1.3 to pay the Rental Charge, together with any other sums due under the terms of this Agreement, on or before the Payment Date and in accordance with the terms of Schedule 1. **Provided Always** that if any sum payable under the terms of this Agreement is not paid by the Payment Date;
 - 4.1.3.1 any monies received by VFM from the Exhibitor, whether or not in respect of this Agreement, may be applied to set off any sums outstanding and owing to VFM under the terms of this Agreement, and such monies shall be treated as having been received solely for such purpose;
 - 4.1.3.2 VFM may forfeit the deposit or any part or all of the Rental Charge or any other monies paid hereunder;
 - 4.1.3.3 VFM shall have the right to terminate this Agreement and re-allocate the Allocated Space to another exhibitor;
 - 4.1.3.4 The Exhibitor shall remain liable to pay to VFM the balance of the Rental Charge following the application of clauses 4.1.3.1, 4.1.3.2 and 4.1.3.3;

- 4.1.3.5 VFM shall be entitled to charge, in addition to the sums due to it under the terms of this Agreement, interest on any overdue amounts, from the Payment Date to the date of actual payment at the rate of 4% per annum above the then current base lending rate of Barclays Bank plc.
- 4.1.4 to ensure that it does nothing that may, in the reasonable opinion of VFM, cause any harm, damage, nuisance, inconvenience or annoyance to other exhibitors or visitors or otherwise bring the reputation of the Show or VFM into disrepute;
- 4.1.5 to install and arrange its goods and merchandise, within the Allocated Space between the hours of 12.00 noon and 8.00 pm on Wednesday 15th November 2017. On Thursday 16th November 2017 the venue will close at 5.00 pm and re-open for the Charity Evening between 6.00 pm and 9.00 pm.
- 4.1.6 to remove all goods, merchandise and personal property and any rubbish between the hours of 6.00 pm and 10.00 pm on Saturday 18th November 2017.
- 4.1.7 to ensure that the Allocated Space is manned at all times during the continuance of the Show;
- 4.1.8 to take all reasonable care of, and to make good all damage and loss caused to the Venue and any property therein, (including, but not limited to, any Allocated Space or shell scheme);
- 4.1.9 not to supply from the Allocated Space or elsewhere at the show any food, drink or tobacco without VFM's prior written consent;
- 4.1.10 to ensure that all goods, merchandise, and displays are restricted to the Allocated Space, and to ensure that such goods, merchandise and displays or any other property belonging to the Exhibitor does not obstruct any exit from, or entrance to, or passage or gangway in the Venue;
- 4.1.11 to bear all costs and expenses with regard to the transportation, packing, unpacking and insuring of the Exhibitor's goods, merchandise and property;
- 4.1.12 at all times, until its obligations are performed, to maintain insurance cover with an insurance company of repute, against all liability it may have to VFM under or in connection with this Agreement (however arising)
- 4.1.13 to use, at the Exhibitor's expense, only such contractors as are approved by either the Owner or VFM for the purposes of installing light fittings and power sockets, or adding to existing lighting and power facilities;
- 4.1.14 to notify VFM immediately on becoming aware of any accident or injury occurring to any person within the Venue;
- 4.1.15 to comply with any reasonable and lawful direction given by the Owner (or by VFM pursuant to its obligations to the Owner), in respect of the Show;
- 4.1.17 to ensure that the Allocated Space is maintained in a clean and tidy state throughout the period of the Show.

5. HEALTH AND SAFETY AND RELATED MATTERS

5.1 The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Show and the Exhibitor's attendance at the Show, to include any rules and regulations set out in the Organiser's correspondence, any additional rules imposed by the Owner of the Venue and the Authorities and any fire and safety regulations. Such legislation shall include without limitation: The Health and Safety at Work Act 1974, The Management of Health and Safety at Work Regulations 1999, The Provision and Use of Work Equipment Regulations 1998, Workplace (Health, Safety and Welfare) Regulations 1992 and The Manual Handling Operations Regulations 1992, The Regulatory Reform (Fire Safety) Order 2005, The Hallmarking Act 1973, The Food Standards Act 1999 and the Licensing Act 2003. The Exhibitor shall ensure that all parties engaged or employed by the Exhibitor are made aware of this obligation;

5.2 Without limiting the generality of the foregoing, the Exhibitor agrees that:

5.2.1 no naked lights, oil lamps or temporary gas or electrical fittings may be used in the Venue, unless agreed in writing by the Owner and/or the Authorities;

5.2.2 no petrol, dangerous gases or highly flammable substances shall be brought into the Venue, unless agreed in writing by VFM in conjunction with the Owner and/or Authorities;

5.2.3 it shall do nothing to jeopardise the current insurance policies or the licences of the Venue or VFM and the Exhibitor shall in all cases comply with any requirements of the Authorities;

5.3 the Exhibitor shall observe the following provisions:

5.3.1 all display material must be made by fireproofed materials to the satisfaction of the Authorities;

5.3.2 fire extinguishers are distributed throughout the Venue to meet statutory requirements. If required, Exhibitors must agree to have an extinguisher in a prominent position in the Allocated Space. Exhibitors must acquaint themselves with the position of the nearest fire alarm station at the Venue;

6. LIABILITY

6.1 Subject to clause 6.3, VFM shall not be responsible for:

6.1.1 the safety of items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or

6.1.2 the supply to the Exhibitor of any goods or services by the Owner or other third parties at the Show.

6.2 Although reasonable precautions shall be taken, subject to Clause 6.3, VFM's liability shall be limited as follows:

6.2.1 VFM's maximum aggregate liability under or in connection with these Terms shall not exceed the total or the greater amount of the Rental Charge actually paid by the Exhibitor and any amounts actually recovered by any policy of insurance by VFM in respect of the claim made by the Exhibitor;

- 6.2.2 VFM shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising;
- 6.3 Nothing in these Terms shall exclude or in any way limit the liability of VFM for fraud or for death or personal injury caused by its negligence, or for any other liability to the extent that the same may not be limited or excluded as a matter of law;
- 6.4 The Exhibitor shall indemnify and keep indemnified VFM against all costs, losses or damages incurred by VFM or claims made against the VFM arising directly or indirectly as a result of any breach of these Terms by the Exhibitor, any default or negligence of the Exhibitor or the Exhibitor's agents, employees or sub-contractors in connection with the Show.

7. PUBLICITY

- 7.1 The Exhibitor hereby acknowledges that VFM shall have the absolute right to advertise, market and/or otherwise promote the Show as it deems fit, and shall have sole editorial control over any publicity materials;7.2 The Exhibitor shall not, without the prior written consent of VFM, (which shall not be unreasonably withheld) publish any advertising or promotional material relating to the Exhibitor's attendance at the Show.

8. TERMINATION

- 8.1 VFM may cancel the booking forthwith by notice in writing to the Exhibitor or if appropriate exclude the Exhibitor from the Exhibition, if the Exhibitor:
- 8.1.1 commits a material or persistent breach(es) of any of these Terms and, having received a notice giving full particulars of the breach(es) and requesting that the same be remedied, has failed to remedy such breach(es):
- 8.1.1.1 in respect of a breach or persistent breaches taking place more than one month before the Exhibition, within ten days of receipt of the notice; and
- 8.1.1.2 in respect of a breach or persistent breaches taking place less than one month before the Exhibition or at the Exhibition itself, within the period specified in such notice, such period to be reasonable in the circumstances
- 8.1.2 becomes insolvent, enters liquidation or bankruptcy, passes a resolution for its winding up, has an administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt; or
- 8.1.3 ceases or threatens to cease, to carry on business.
- 8.2 VFM shall be entitled to remove any person or thing or exclude the Exhibitor from the Venue in the event that VFM considers that such removal or exclusion to be in the interests of the Exhibition, the Venue or other Exhibitors or visitors at the Exhibition.

9. FORCE MAJEURE

- 9.1 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this agreement caused by events beyond its reasonable control ('Force Majeure Event'). However any delay or failure by a sub-contractor or supplier of the party will not relieve the party from liability for delay or failures except where that delay or failure is also beyond the reasonable control of the sub-contractor or supplier concerned.

- 9.2 The party claiming the Force Majeure Event will promptly notify the other of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.
- 9.3 If the party claiming the Force Majeure Event has complied with clause 9.2 its performance under this Agreement will be suspended for the period that the Force Majeure Event continues and the party will have an extension of time for performance which is reasonable and in any event equal to the period of delay or stoppage. As regards such delay or stoppage:
- 9.3.1 any costs arising from the delay or stoppage will be borne by the party incurring those costs;
- 9.3.2 either party may, if the delay or stoppage continues for more than 20 continuous days, terminate this agreement with immediate effect on giving written notice to the other and neither party will be liable to the other for such termination; and
- 9.3.3 the party claiming the Force Majeure Event will take all necessary steps to bring that event to a close or to find a solution by which this agreement may be performed despite the Force Majeure Event.

9.4 'Force Majeure Event' means:

- 9.4.1 an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- 9.4.2 act of any sovereign state, including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation;
- 9.4.3 nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action;
- 9.4.4 law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service;
- 9.4.5 failure of the transportation of any personnel equipment, machinery supply or material required by VFM for the proper performance of the contract;
- 9.4.6 breach of contract by any essential personnel;
- 9.4.7 any other matter or cause beyond the control of the parties.

10. ASSIGNMENT

- 10.1 Neither party may transfer or assign this Agreement to any third party without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.

11. SUBLET

- 11.1 The Exhibitor shall not sublet or otherwise share, any Allocated Space at the Show without the prior written consent of VFM;
- 11.2 Any such consent shall be conditional upon the Exhibitor providing VFM with a full

description of the type and nature of the goods and merchandise that any Co-Exhibitor is proposing to offer for sale at the Show.

12. NON-ALLOCATION

- 12.1 The allocation to the Exhibitor of the Allocated Space shall be at the absolute discretion of VFM;
- 12.2 If VFM shall fail to allocate an Allocated Space to the Exhibitor, then VFM shall promptly notify the Exhibitor of this fact and return to the Exhibitor any deposit paid to VFM by the Exhibitor.

13. SALE NOTICES

- 13.1 As this event is being promoted by VFM as a sale, Exhibitors must draw attention to this fact by appropriate labelling of their goods and merchandise with regard to the amount of discount offered against the normal retail price.
- 13.2 Any Exhibitors who are manufacturers and sole retailers of their goods and merchandise, and who under the terms of the relevant statutes cannot advertise a sale discount, should exhibit a policy notice explaining that as retailers of their own goods and merchandise the prices quoted compare with similar goods and merchandise freely obtainable through normal retail channels.

14. NOTICES

- 14.1 Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant party to the address specified in this Agreement;
- 14.2 Any notice will be deemed as having been served:
 - 14.2.1 on delivery if delivered by hand;
 - 14.2.2 two working days after posting if sent by pre-paid first class post;
 - 14.2.3 and on completion of transmission if sent by facsimile or electronic mail.

15. WAIVER

- 15.1 The failure of either party to enforce or to exercise any term of this Agreement does not constitute a waiver of such term and will in no way affect that party's right later to enforce or to exercise it.
- 15.2 This Agreement represents the entire agreement of the parties in relation to its subject matter and supersedes any prior arrangements, understandings, promises, representations or agreements made or existing between the parties relating thereto.

16. GOVERNING LAW & JURISDICTION

- 16.1 The parties hereby agree that this Agreement will be construed in accordance the laws of England and Wales whose courts shall be the courts of sole jurisdiction.

17. SEVERABILITY

- 17.1 If any of the provisions of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted from this Agreement. Such an omission will not affect the validity of the remaining provisions of this

Agreement, which will remain in full force and effect.

18 TIME OF ESSENCE

18.1 Time will be of the essence in relation to this Agreement, both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with this Agreement or by agreement in writing between the parties.

19. AMENDMENT

19.1 No provision of this Agreement may be amended, modified, waived, or discharged other wise than by the express written agreement of the parties, and signed by an authorised signatory.

20. NO AGENCY OR PARTNERSHIP

20.1 The relationship of the parties is that of independent contractors dealing at arms' length and accordingly, nothing in this Agreement will be construed so as to constitute the parties as partners, joint venturers or co-owners or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other and neither party will hold itself out as entitled to do the same.

20.2 Nothing in this Agreement will create or be deemed to create the relationship of employer and employee or principal and agent.

AS WITNESS this Agreement has been executed by or on behalf of the parties the day and year first before written.

Signed by

For and on behalf of
THE VALUE FOR MONEY COMPANY LIMITED

Signed by
For and on behalf of
EXHIBITOR NAME
The Exhibitor

SCHEDULE1

RENTAL CHARGE £ PLUS VAT OF WHICH £ PLUS VAT

shall be payable as an advance booking deposit by the Exhibitor and the remainder of which shall be payable on 26th September 2017.

ALLOCATED STAND NUMBER:

Opening Times:

10.00 am to 9.00 pm Thursday 16th November 2017

10.00 am to 5.00 pm Friday 17th November 2017

9.30 pm to 5.00 pm Saturday 18th November 2017