



Exeter Cathedral Christmas Market

Thursday 18th November – Saturday 18th December 2021

Exhibitor Agreement

Front Sheet

Date:

Exhibitor:	
Exhibitor registered number (if any):	
Exhibitor's address:	

1. This Agreement is made up of the following:

- (a) The Front Sheet.
- (b) The Terms and Conditions.
- (c) The General Information Document.
- (d) The Application Form.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **Exeter Cathedral Enterprises Limited**

Signature

Name

Director/authorised signatory

Signed for an on behalf of the **Exhibitor**

Signature

Name

Director/authorised signatory



Terms and Conditions

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (**Terms and Conditions**).

Agreement: the agreement between the parties, comprised of the documents set out in paragraph 1 on the Front Sheet;

Applicant: a person or business applying for Space at the Event;

Bond: the bond of £250 paid by the Exhibitor prior to the Event in accordance with clause 16;

Chalet: the chalet or other structure allocated to the Exhibitor by the Organiser for use during the Event;

Closing Time: means the closing time for trading at the Event, being:

- Monday – Wednesday: 10.00-19.00 (Bars until 19.15)
- Thursday – Saturday: 10.00-21.00 (Bars until 21.15)
- Sunday: 11.00-17.00

Space: that part of the Event Site allocated to the Exhibitor by the Organiser for use during the Event;

Charges: the sums payable for the Space and the attendance at the Event including any sums payable for services supplied to the Exhibitor by the Organiser prior to, during or after the Event;

Deposit: the sum specified in the payment Schedule;

ECEL: Exeter Cathedral Enterprises Limited, hereafter known as ECEL, a company registered in England under number 01868645 whose registered office is at 1 The Cloisters, Exeter, Devon, EX1 1HS;

Event: Exeter Cathedral Christmas Market organised or managed by ECEL;

Event Site: that part of the Exeter Cathedral Green, Cloister Gardens, Cathedral Close and such parts of the grounds of Exeter Cathedral where the Event is to take place;

Exhibitor: the person named on the Application Form allocated Space at the Event by ECEL, as provided on the Front Sheet;

Front Sheet: the front sheet of this Agreement;

Opening Time: the opening time for trading at the Event, being each day;

- Monday – Wednesday: 10.00-19.00 (Bars until 19.15)
- Thursday – Saturday: 10.00-21.00 (Bars until 21.15)
- Sunday: 11.00-17.00

Apart from the first day of the event when trading begins at 5pm and no earlier

Organiser's Equipment: all tables, chairs, heaters, chalets, marquees, tents, buildings, other constructions, materials, stores, equipment, plant or machinery belonging to, or under the control of, the organiser that are made available to the Exhibitor to be used in connection with the Event;

Stand: the table, booth, chalet, stall, tent, building, or other construction provided by the Organiser or Exhibitor for use by the Exhibitor during the Event;

Trading Name: the name to be used for the Exhibitor at the Event as provided on the Application Form;

VAT: value added tax chargeable under English law for the time being and any similar additional tax;

- 1.2 Clause and paragraph headings are for reference only and shall not affect the interpretation of this Agreement.
- 1.3 The Application Form and the information contained in the General Information Document form part of this Agreement.
- 1.4 Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

EXHIBITOR APPLICATIONS

2 APPLICATIONS

- 2.1 By signing the Application Form the Exhibitor warrants and represents that the information supplied on the Application Form is true and accurate. Any errors or omissions may (at the absolute discretion of ECEL) result in an offer being withdrawn.
- 2.2 It is the responsibility of the Applicant to inform ECEL of any changes in the information provided on the Application Form.
- 2.3 ECEL will not be held responsible for any correspondence which does not reach the Exhibitor due to a change of contact details or any other change in the information provided on the Application Form.
- 2.4 Completed Application Forms must be returned to ECEL at the registered Cathedral Office by the 14th May 2021 together with all required supporting documents and forms and a cheque for the Deposit.
- 2.5 Application Forms must be filled in clearly. Any illegible forms will not be processed.
- 2.6 All Applicants must read these Terms and Conditions prior to filing their application and are deemed to have accepted them on submission of an application to ECEL.
- 2.7 If two or more Applicants wish to share a Chalet each Applicant must submit their own Application Form. Each Applicant in a joint application will be selected on their own merit for the entire application to be successful. If one Exhibitor in a joint application is not

selected, the entire application will fail.

- 2.8 Chalets are non-transferrable and cannot be secured by or obtained from any party other than ECEL under any circumstances.

3 SELECTION

- 3.1 All Application Forms shall be put before a selection panel.
- 3.2 There is no guarantee that Exhibitors who have exhibited before will be offered Space at this year's Event, and the offer of Space this year will not guarantee Space at any future event.
- 3.3 The submission of an Application Form and cheque does not constitute an offer of a Space.
- 3.4 ECEL may grant or refuse any application for Space and shall allocate Space at its absolute discretion.
- 3.5 ECEL may (at its absolute discretion) cancel any Space or part of any Space at any time, including during the event, where the Exhibitor is in breach of any of these Terms and Conditions.
- 3.6 THE DECISION OF THE SELECTION PANEL SHALL BE FINAL AND BINDING. ECEL will not enter into any correspondence regarding any unsuccessful application.

4 OFFERS AND DECLINED APPLICATIONS

- 4.1 Successful Applicants will be emailed with an offer of a Space. ECEL cannot guarantee that it will be in the Applicant's preferred area and indicating a preferred Area on the Application Form does not give any Applicant any right to such preferred area.
- 4.2 Unsuccessful Applicants will be informed by email.
- 4.3 If an unsuccessful Applicant has not elected to go onto the Event waiting list, payment cheques will be destroyed.

5 OFFER ACCEPTANCE

- 5.1 To accept an offer, the Applicant must acknowledge the offer of a Space in writing (including by email as a reply to the offer emailed to you under clause 4.1) within ten working days of the offer being made. If ECEL does not receive a written acceptance from the Applicant by this date, the offer will be withdrawn.
- 5.2 On receipt of an acceptance from the Applicant, ECEL will bank your Deposit cheque. If, following acceptance, an Applicant is unable to take up their Space, refunds will only be made if ECEL is able to resell the Space in accordance with the provisions below:
- 5.3 Cancellation by the Applicant prior to 11 July 2021: 100% refund of money paid (minus Deposit)
- 5.3.1 Cancellation by the Applicant between 11 July and 11 September 2021: 50% refund of money paid (less the Deposit)
- 5.3.2 Cancellation by the Applicant after 30th September 2021: full payment will be retained. No refund possible.
- 5.4 The refund provisions in clause 5.4 above shall not apply if ECEL has exercised its right to

delay, terminate or cancel the event prior to the cancellation by the Applicant.

6 PAYMENT

6.1 Failure to adhere to the payment schedule set out in the General Information document will result in the re-allocation Space and an administration charge of £35 plus VAT (£42).

6.2 If the payment schedule is not adhered to, the following shall apply:

6.2.1 Default on 1st June payment: Space reallocated, Deposit retained by ECEL.

6.2.2 Default on 1st August payment: Space reallocated 50% refund of money paid, Deposit retained by ECEL.

6.2.3 Default on 30th payment: Space reallocated, full payment will be retained by ECEL. No refund possible.

6.3 Payments made by credit card may have a surcharge.

7 CHALET ALLOCATION

7.1 ECEL shall use reasonable endeavours to meet Exhibitor's stated requirements.

7.2 Space allocation is at the discretion of ECEL. No allocation of Space or Chalets can be changed once allocated.

7.3 The submission of an Application and associated payment for a prime location or specific Space does not constitute an offer of a prime location or specific Chalet.

7.4 There is limited availability of these prime location Chalets and their allocation will be solely at the discretion of ECEL.

7.5 All prime location chalets are subject to a surcharge.

7.6 Please note that we reserve the right (at our sole discretion) on any day to direct that any Exhibitor occupy another chalet for any operational, organisational or health and safety reason, or in the event of an Exhibitor breaching these Terms and Conditions, or where information provided in the Application Form is materially incorrect.

7.7 ECEL will allocate chalets to maximize the best overall layout and appearance of the Event Site. Such decisions as to the layout and appearance of the Event shall be made by ECEL at their absolute discretion.

7.8 ECEL reserves the right, at our sole discretion, to change the layout plan of the Event Site as it deems necessary for any reason and without any prior notice and for the entire Event period or any part of it.

LEGAL COMPLIANCE, INDEMNITY & DISCLAIMER

8 WRITTEN COMMUNICATION

8.1 The principle means of communication between ECEL and the Exhibitor will be electronic.

8.2 Communications sent by the ECEL to the Exhibitor by email will be deemed received immediately upon sending.

8.3 ECEL will not be obliged to seek any acknowledgement of receipt in respect of such

emails.

8.4 ECEL will not be liable for any delay or failure of delivery (for whatever reason) of any such email.

8.5 Communications sent to ECEL by email will be deemed received by us upon actual receipt by a system under our control.

9 **INSURANCE**

9.1 ECEL holds public liability insurance in respect of its own activities.

9.2 All Exhibitors must hold their own public liability insurance with minimum cover of £5,000,000 pounds.

9.3 Exhibitors must also have product liability insurance and, where appropriate, employers liability insurance covering the period 18 November to 18 December 2021 inclusive.

9.4 Exhibitors must supply copies of the insurance policies set out above to ECEL by the 30th September 2021.

9.5 An Exhibitor shall not be entitled to access their Chalet or Space if they have not provided their insurance policies to ECEL in accordance with this clause 9.

10 **ENVIRONMENTAL HEALTH & TRADING STANDARDS**

10.1 Exhibitors must comply fully with relevant legislation, regulations and government guidance in respect of Trading Standards, Consumer Protection, Food Safety, Health and Safety and requirements of the Environmental Health Departments of Exeter City Council and Devon County Council.

10.2 Exhibitors shall promptly comply in full with any direction given by ECEL in respect of ensuring compliance of the Event with any of the matters set out in clause 10.1 above.

10.3 Chalets will be inspected during the Event and those which do not to comply with relevant legislation, regulations and/or government guidance (or ECEL's direction in relation to the same) will be shut down.

10.4 All applications for catering Stands must provide details of registration with their local authority and be familiar with the information contained within the leaflet produced by the Institute of Environmental Health (**IOEH**) called IOEH National Guidance for Outdoor and Mobile Catering (as amended or replaced from time-to-time by the IOEH).

11 **EQUIPMENT**

11.1 Exhibitors are responsible for providing internal lighting for their Chalets. ECEL will provide external pea lights and emergency lighting only.

11.2 No fast strobing lights are permitted.

11.3 All electrical equipment, including new items, must be in good condition and have a current PAT certificate.

11.4 All gas equipment must be covered by an up-to-date gas certificate issued by a registered gas engineer (Gas Safety Register).

11.5 All certificates must be available for inspection by ECEL's health and safety officer at the

Event. Failure to provide the relevant certificates will result in the equipment not being installed or being removed until it has been checked and certified by our contract staff at the Exhibitor's expense.

11.6 All gas bottles must be kept to a minimum and stored in a self-contained storage unit.

11.7 No heat producing appliances, such as fan heaters, are allowed unless provided by ECEL.

12 **ALCOHOL SALES**

12.1 All Exhibitors selling alcohol must sign ECEL's Alcohol Traders' Agreement (**ATA**).

12.2 No Exhibitor may Sell Alcohol under any premises license or temporary event notice unless they have signed the ATA.

12.3 All Exhibitors selling alcohol must display Challenge 21 posters.

12.4 All Chalets selling alcohol must be overseen by a personal license holder.

13 **FIRE PRECAUTIONS**

13.1 Exhibitors selling items with a potentially high fire risk (including but not limited to any product or equipment located on or around the Exhibitor's Stand which has a naked flame) must ensure that they produce a risk assessment with their application. Copies of the risk assessment must be available at the Event for the health and safety officer to inspect and Exhibitors must provide a suitable fire extinguisher for their Stand.

13.2 The use of propane gas, or paraffin heaters is not permitted on Stands unless pre-agreed with the ECEL.

14 **INDEMNITY**

Exhibitors shall indemnify and keep ECEL and the Dean and Chapter of Exeter Cathedral (and their respective employees and agents) indemnified from and against all actions, costs (including legal fees), claims or demands in respect of any accident, damage, death or injury to any person or property arising directly or indirectly from the Exhibitor's use of the Chalet or out of any breach of these Terms and Conditions.

15 **DISCLAIMER**

15.1 Nothing in this Agreement shall limit or exclude ECEL's liability for:

15.1.1 death or personal injury caused by its negligence;

15.1.2 fraud or fraudulent misrepresentation; or

15.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

15.2 ECEL and the Dean and Chapter of Exeter Cathedral (and their respective employees and agents) shall have no responsibility or liability for any financial losses, or for any loss or damage to an Exhibitor's equipment, goods or personal belongings or those of any third party.

15.3 ECEL will not be held responsible for any theft of goods at the Event.

- 15.4 The Event is an outdoor event and may be affected by rain and natural weather conditions in general. ECEL shall accept no liability in respect of any losses or damage caused by:
- 15.4.1 the weather or any naturally occurring phenomenon; or
 - 15.4.2 any act of God.
- 15.5 Under no circumstances shall ECEL and the Dean and Chapter of Exeter Cathedral be liable to the Exhibitor for any of the following whether in contract, tort (including negligence) or otherwise:
- 15.5.1 any indirect or consequential losses;
 - 15.5.2 loss of revenue or anticipated revenue;
 - 15.5.3 loss of savings or anticipated savings;
 - 15.5.4 loss of business opportunity;
 - 15.5.5 loss of profits or anticipated profits; or
 - 15.5.6 any wasted expenditure.

16 **EXHIBITOR BOND**

- 16.1 A Bond of £250 must be paid by each Exhibitor prior to the Event.
- 16.2 This will be repaid to the Exhibitor by 331st January 2022 unless retained due to:
- 16.2.1 any breach of these Terms and Conditions; or
 - 16.2.2 failing to leave their Space in the same condition it was in at the start of the Event.

17 **EXHIBITOR CONDUCT**

- 17.1 All Exhibitors must attend the safety briefing session, details of which will be provided ahead of the set-up period.
- 17.2 All staff employed by Exhibitors must be made aware of the information contained in the welcome pack and given at the safety briefing.
- 17.3 Failure to comply with this poses a Health and Safety issue and may result in the forfeit of the Bond and/or cancellation of an Exhibitor's right to trade.
- 17.4 All Exhibitors must wear their identification badge at all times. These badges will be issued by ECEL before the start of the Event.
- 17.5 Exhibitors shall co-operate and comply with all reasonable requests and all other rules and regulations that may be advised from time to time by ECEL acting through the duty managers and stewards, as well as any security, emergency services and Exeter City Council officers and all other official organisations on site.
- 17.6 Exhibitors shall not make any alterations or additions to any Chalet without the prior consent of ECEL.
- 17.7 No building out or alterations to the external structure of Chalets is permitted in any

circumstances.

- 17.8 No external extensions to the roofs are allowed. No adornments will be allowed on any roofs without our prior consent.
- 17.9 All shelving, extra tables, and display cabinets must be provided by the Exhibitors. Should an Exhibitor need to attach screws or nails to the Chalet structure, then this is only permitted on the upright frame, and not the horizontal slats of the Chalet.
- 17.10 Anything attached to the Chalets, including all pins, nails and screws must be removed by the Exhibitor before leaving the Event Site. Failure to comply with the above will result in the forfeit of the Bond.
- 17.11 Exhibitors must not overload their Chalet doors with display units as these cause the Chalet doors to drop. Exhibitors will be charged for all remedial work required on the Chalet doors and any damage found to be caused by the Exhibitors. Repeated callouts for repairs to damage caused by Exhibitors will result in the forfeit of the Bond.
- 17.12 Exhibitors must not place or hang goods beyond the boundaries of the Chalet without prior agreement of the organisers.
- 17.13 Chalets must be occupied by no later than the Opening Time on each day of the Event and remain open until the Closing Time. Repeated failure to comply with the prescribed opening/closing times by an Exhibitor will result in the loss of their Bond.
- 17.14 Exhibitors must ensure they hold enough stock to trade for the full duration of their agreed trading period.
- 17.15 Exhibitors are not allowed to use any public address systems, or other practices which may cause annoyance to other Exhibitors and customers.
- 17.16 No Exhibitor will be allowed to play music in or around their Chalet.
- 17.17 Exhibitors are only permitted to sell merchandise on their Chalet as listed on their Application Form and which has been approved by ECEL. Exhibitors will be required to remove any undeclared items.
- 17.18 No animals or pets are allowed on site and any animals brought onto site by an Exhibitor (or any employee or agent of an Exhibitor) will be removed at the expense of that Exhibitor.
- 17.19 Exhibitors are not permitted to make any video recordings or broadcast of the event without prior agreement with ECEL.
- 17.20 Exhibitors must refrain from smoking anywhere within the Event Site. Exhibitors (or their employees or agents) who are found smoking within the Event Site will forfeit their Bond cheque and may be removed from the site.
- 17.21 Exhibitors must return all required documents that pertain to setting up to ECEL by 30th September 2021. Failure to adhere to this may result in a delay in issuing Chalet keys, and no allocation for power.
- 17.22 Exhibitors must ensure that all persons working in their Space are lawfully entitled to work for the Exhibitor in England and where a person is not a UK citizen, have all visas, permits or other authorisations as required.
- 17.23 ECEL reserves the right to expel any person from the Event Site where ECEL in its absolute discretion believes that their conduct or presence may be prejudicial to the

operation of the Event, or the enjoyment of the Event by other Exhibitors or visitors. ECEL does not accept any liability for loss of trading in the event that a person is removed from site.

- 17.24 No demonstration of exhibits may take place in a nature likely to cause obstruction in any gangway, footpath, and walkways or interfere with the business of other Exhibitors. Any such activity must be stopped at the direction of ECEL.
- 17.25 Exhibitors are responsible at all times for the condition of equipment hired/loaned from ECEL and or Contractors. ECEL and or Contractors will require immediate compensation for any loss or damage.
- 17.26 Exhibitors must vacate their Chalet by 08.00 on the day following the final day of trading of the Event. Exhibitors will be liable to pay for a full day's Chalet rental for any day or part day goods are not removed. If any goods have not been removed one day after the close of the Event ECEL will dispose of such goods and the Exhibitor will be liable for any associated costs.

18 **USE OF THE SITE**

- 18.1 All food containers, packaging, plates and cutlery etc. should be constructed of biodegradable materials such as paper and wood. Drinks containers should be recyclable; recyclable plastic is preferable to biodegradable plastic.
- 18.2 **Vehicles:**
 - 18.2.1 All vehicles brought on site must display a permit in their windscreen which will be issued by ECEL and be on the ANPR system
 - 18.2.2 There will be no permitted vehicle movement on site half an hour before the Opening Time and for up to half an hour after the Closing Time.
 - 18.2.3 After the Opening Time, there can be no vehicle movement in the Event Site.
 - 18.2.4 No authorised vehicles will be permitted to remain anywhere within the Cathedral close including: Cathedral Yard.
 - 18.2.5 Premier Parking on behalf of ECEL may issue a parking fine to any vehicle contravening the above conditions.
 - 18.2.6 Premier Parking on behalf of ECEL reserves the right to remove, forcibly if necessary, any unauthorised or illegally parked vehicles or those causing an obstruction.
 - 18.2.7 There is no space for refrigerated vehicles or other storage on site
- 18.3 **Waste disposal:**
 - 18.3.1 Exhibitors are expected to keep their Chalet and surrounding areas as clean as possible throughout the Event.
 - 18.3.2 Facilities for general and recycling waste will be provided by ECEL.
 - 18.3.3 All boxes must be collapsed when disposed of.
 - 18.3.4 ECEL may retain the Bond of any Exhibitor who do not use the general waste and recycling facilities or who fail to comply with any waste disposal

requirements.

- 18.3.5 Cardboard boxes must not be stored either beside or behind any Chalets.
- 18.3.6 No waste of any sort is to be disposed of in any outdoor drains or culverts, any trader found disposing of waste in this way will be subject to an immediate fine of £500 plus VAT which must be paid before they will be permitted to continue trading at the Event.

18.4 **Electricity:**

- 18.4.1 Electricity supply is included in your Chalet rental.
- 18.4.2 If an electric fault is caused by an Exhibitor's faulty equipment or by exceeding the power supply allocated, the costs incurred by ECEL to carry out any remedial work will be passed onto the Exhibitor.
- 18.4.3 The maximum Power Allocation for Chalets will be as follows:
 - 18.4.3.1 Standard Retail Chalets: 6 Amps
 - 18.4.3.2 Large Retail Chalets: 16 Amps or 3,680 kW
 - 18.4.3.3 Small catering chalet: 8 Amps or 1,840 kW
 - 18.4.3.4 Large catering Chalet will be: 16 Amps or 3,680 kW.
- 18.4.4 All electrical equipment used on site at the Event Site must have a valid PAT certificate. This includes all used and new items.
- 18.4.5 Exhibitors are responsible for providing their own lighting for their Chalets.

18.5 **Liquefied Petroleum Gas (LPG):**

- 18.5.1 Gas appliances must be fitted and tested by a competent person and certificate required LPG cylinders should be in a lockable cage.
- 18.5.2 Compartments must have adequate ventilation at high and low levels Cylinders should be fitted with automatic cut-off valves and be protected from tampering.
- 18.5.3 All cylinders must be kept away from heat and ignition sources.
- 18.5.4 All pipes and fittings must be as short as possible with appropriate crimp or compression fittings (not slip-on fittings).
- 18.5.5 All pipes must be protected from abrasion or mechanical damage (armoured if subject to temperatures over 50°C).
- 18.5.6 All pipes must be renewed every two years.
- 18.5.7 All gas appliances must be fitted with a flame failure device and be adequately ventilated.
- 18.5.8 All fryers must be fitted with an automatic high temperature-limiting device (operates at a fat temperature of 250°C or lower).
- 18.5.9 Suitable signs indicating "Caution – LPG" and "Highly Flammable" must be

displayed.

18.6 **Security:**

18.6.1 There will be overnight security on the Event Site. However, Exhibitors who choose to leave any products or equipment in their Space or Chalet overnight do so entirely at their own risk. ECEL accepts no liability for any products or equipment left at the Event Site outside of trading hours.

19 **USE OF DATA**

19.1 Exhibitors give permission to ECEL to store their contact details on an electronic storage and retrieval system which will be created for the exclusive use of those involved in the organisation of the Event. It will not be used by any third party without prior consent of the Exhibitor.

19.2 Exhibitors give permission for their contact details and product description, as indicated on the Application Form above, to be published on our website and in the Christmas Event Guide.

19.3 ECEL may release the name and business address of an Exhibitor to any person complaining about any service or products supplied by that Exhibitor.

20 **CANCELLATIONS**

20.1 ECEL reserve the right to delay, cancel or terminate the Event without notice in the event of adverse weather conditions, emergency situations or any other reason beyond our reasonable control including the death of the monarch.

20.2 ECEL reserve the right to immediately terminate the right to trade of any Exhibitor failing to comply with any of these Terms and Conditions or comply with any reasonable directions given by ECEL.

20.3 ECEL shall not be required to pay any refunds or compensation of any sort to Exhibitors if:

20.3.1 they fail to attend the Event; or

20.3.2 ECEL has exercised the right to delay, cancel or terminate the Event; or

20.3.3 where an Exhibitor has been instructed to cease trading due to non-compliance with any of these Terms and Conditions.

21 **PUBLIC HEALTH**

21.1 Without prejudice to clause 20.1, each Exhibitor acknowledges and agrees that the ECEL may delay, cancel or terminate the Event, in its sole discretion, in connection with any government action, guidance or recommendation in connection with public health, including in relation to the Covid-19 pandemic.

21.2 If the Event is delayed, cancelled or terminated as contemplated by clause 21.1 or otherwise as required by a competent authority, ECEL will reimburse you any fees paid to date (less any applicable card charges) If we modify the dates and reduce the number of days, we will refund the unused days at the applicable day rate.

22 NOTICES

22.1 Any notice given by a party under this Agreement shall:

22.1.1 be in writing and in English;

22.1.2 be signed by, or on behalf of, the party giving it; and

22.1.3 be sent to:

22.1.3.1 ECEL at 1 The Cloisters, Exeter, Devon, EX1 1HS; and

22.1.3.2 the Exhibitor at the address set out in the Front Sheet.

22.2 Notices may be given, and are deemed received: (i) by hand, on receipt of a signature at the time of delivery; and (ii) by Royal Mail Recorded Signed For post, at 9.00 am on the second business day after posting.

23 GENERAL

23.1 This Agreement constitutes the entire agreement between ECEL and the Applicant and supersedes all previous agreements in respect of its subject matter. The Exhibitor acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. Nothing in this Agreement purports to limit or exclude any liability for fraud.

23.2 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

23.3 The rights and remedies provided for in this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise provided by law or in equity. No exercise by a party of any one right or remedy shall operate so as to hinder or prevent the exercise by it of any other right or remedy.

23.4 The parties are independent persons and are not partners, principal and agent or employer and employee, and this Agreement does not establish any joint venture between them, other than the contractual relationship expressly provided for in it. The Exhibitor shall not have, nor shall represent that it has, any authority to make any commitment on ECEL's behalf.

23.5 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

23.6 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

23.7 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy. A waiver of any term, provision, condition or breach of this

Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

- 23.8 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.
- 23.9 Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement. The parties shall not, however, be required to notify or obtain the consent of any third party in order to rescind or vary this Agreement.
- 23.10 This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 23.11 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or its formation (including non-contractual disputes or claims).