

Terms and Conditions of Contracts for Space for Traders

These terms and conditions are to be incorporated into all Contracts for Space between Swallow Events t/a Swallow Bakery Events Ltd and any mobile Trader at any events run by Swallow Events t/a Swallow Bakery Events Ltd

1. Interpretation

1.1 In these Terms and Conditions the following expressions shall have the following meanings:

“Additional Costs” means any costs payable in addition to the Facility Fee, as set out in the booking form which shall include (but is not limited to) camping fees, power fees and music licence fees;

“Additional Regulations” means the regulations issued by the Company in relation to the Event including the Trader Manual and any site rules issued from time to time;

“Break down period” means the period for removal of all Units from the Event.

“Build up Period” means the period for the installation of all Units at the Event;

“Trader” means any person to whom Space at the Event is allocated under a Contract and shall include all staff, employees, servants and agents of such person;

“Trader Manual” means the manual provided to the Trader (online or hard copy) in relation to the Event;

“Company” means the company in the Swallow Events t/a Swallow Bakery Events Ltd (10798588) Group of companies named on the booking form, registered at Cheltenham Film Studios, Hatherley Lane, Cheltenham, United Kingdom, GL51 6PN;

“Concession Fee” means the fee based on the Trader’s revenue, as shown on the Contract;

“Contract” means the binding contract between the Trader and the Company to occupy space at the Event, which shall include the Company’s standard booking form and the following terms and conditions;

“Event” means The Llangollen International Musical Eisteddfod or as detailed on the booking Form;

“Facility Fee” means the fee for the use of the Space which is payable in addition to any Additional Costs and is non-refundable;

“Intellectual Property” means any patents, trade marks, service marks, rights in semi-conductor chip topographies, design rights, registered designs, applications for any of the foregoing, copyright, database rights, know-how and other similar rights or obligations whether registrable or not in any country;

“Space” means the area at the Event allocated to the Trader by the Company;

“Unit” means any Unit brought onto or used by the Trader onto the Space.

1.2 The headings in the Contract are for convenience only and shall not affect their interpretation.

2. Duration of the Event and timetable

2.1 Details of the times and dates of the Event are detailed in the Event Manual and are subject to confirmation.

3. Contract

3.1 Applications for Space must be made on the Company’s official booking form which is issued by the Company from time to time. The Company may at its sole discretion accept applications by other means. The Company reserves the right to accept or reject any application, whether or not all or part of the payment has been made. There is no automatic right for any Trader to participate in any subsequent Event.

3.2 A binding Contract shall come into force only when the Company has written to the Trader in response to and in acceptance of the Trader’s application. For the avoidance of doubt, the Company’s written acceptance can be communicated by email.

3.3 The signatory signing the Contract on behalf of the Trader shall be deemed to have full authority to do so.

4. Occupation of Space

4.1 Subject to the obligations of the Company in the Contract and subject to payment of all fees due, the Trader shall have a licence to occupy the Space for the purpose of selling food and beverages to the public at the Event and other authorised items and products within the scope of the Event for the duration of the Event.

5. Payment

5.1 The Trader shall pay the Company the Facility Fee, Additional Costs and any further amounts as set out in the Contract. The Company shall notify the Trader of any specific concession rates applicable to the Event and the specific methods of collection of such concession payments.

5.2 The Company reserves the right to refuse to allow the Trader to occupy the Space if the Company has not received cleared funds of all payments due from the Trader before the due dates.

5.3 Unless otherwise stated, all sums payable by the Trader are inclusive of VAT.

5.4 The Trader shall fully account to the Company for all receipts and income derived from its occupation of the Space and pursuant to the Contract and shall permit the Company timely access to its accounts and receipts for the purpose of ascertaining the accuracy of the concession payments.

5.5 The Trader shall pay the Facility Fee and any Additional Costs within 7 days of the Company's invoice unless the invoice is submitted within 30 days of the Event in which case payment will be due immediately. The Company reserves the right to refuse cheque payments.

5.6 The Trader shall not be entitled to withhold any payment in whole or in part on the grounds of a claim, counterclaim or set-off.

5.7 Time shall be of the essence in respect of all payments due under the Contract.

5.8 Contractual interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of

payment at a rate of 8% above the Bank of England base rate from time to time in force and shall accrue at such a rate after as well as before any judgment. In addition to contractual interest, reasonable debt recovery costs commensurate with the debt recovery costs provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 will be payable.

6. Cancellation by the Trader

6.1 In the event that the Trader:

- (a) requests to cancel the Space; or
- (b) fails to meet any of the payment obligations (including dates of payment) as detailed in the Contract; or
- (c) fails to occupy the space allocated to it by the opening time on the first day of the Event; then the Company reserves the right (but without being obliged to do so) to (a) treat the Contract as being cancelled; (b) apply the cancellation charges set out in clause 6.2; and/or (c) to reallocate the Space to another Trader.

6.2 In the case of cancellation under clause 6.1 the Facility Fee is non-refundable. In addition, the Trader shall pay a cancellation charge, the calculation of which shall be based on the Concession Fee as follows:

<u>Date of cancellation</u>	<u>% of Concession Fee</u>
- more than five calendar months prior to the Event	50%
- less than five calendar months prior to the Event.	100%

6.3 Cancellation by the Trader will only be effective if the Trader provides written notice of cancellation. Email is not acceptable.

7. Cancellation by Company

7.1 If at the absolute discretion of the Company the event site becomes unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Event for any reason including a reason of Force Majeure the Company reserves the right (but shall not be obliged);

- a) to change the location or date of the Event;

- b) to curtail the Event;
- c) to reduce the Build Up Period, open period or Break Down Period; or
- d) to cancel the Event for operational, commercial or health and safety reasons.

In these circumstances the parties agree and acknowledge that the Company shall not have any liability to the Trader for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Trader provided that Swallow Events t/a Swallow Bakery Events Ltd may, at its sole discretion, refund in whole or in part the Facility Fee.

7.2 A reason of Force Majeure shall include (but is not limited to) fire, adverse weather, government intervention, damage, acts of war, strikes, communicable disease, death of the Monarch, transport failure or breakdown, riots or any other reason beyond the control of the Company.

8. General Obligations of the Trader

1. The Trader shall:

- (a) occupy the Space for the duration of the Event;
- (b) ensure the Unit is appropriately dressed and maintained in accordance with any Additional Regulations provided by the Company in respect of the Event;
- (c) ensure that the Units are in position no later than the end of the set-up period and not dismantle the unit before the end of the Event;
- (d) keep all Units open to view during the opening hours of the Event;
- (e) ensure that the Space is adequately staffed continuously during the opening hours of the Event;
- (f) ensure that the Space is kept clear of all rubbish and remove all products, fittings, rubbish and other items from the Event site by no later than the end of the Break Down period;
- (g) strictly comply with all of the rules and regulations set out in the Additional Regulations or site rules provided by the Company;
- (h) be responsible for safeguarding its own possessions, materials and property at the Event;
- (i) not do, cause, permit or suffer to be done anything which in the opinion of the Company constitutes a nuisance or which may be an infringement of or contravention of any licence or insurance policy held by the Company or its appointed trader contractor;
- (j) ensure that sound levels emitted from the Space shall not exceed those levels which in the opinion of the Company would cause disturbance to others or which would breach any laws or any other rule or regulation;
- (k) only use branding in relation to the Space which is in keeping with the Event, immediately remove any branding which the Company requires to be moved and comply with any requests for product placement or third party branding as reasonably required by the Company;
- (l) ensure that any generator used at the Space is super silent;
- (m) not do, cause, permit or suffer to be done anything which may occasion loss, damage or injury of any kind to the site or to the employees, agents or property of the Company or any other Trader or any visitor;
- (n) not bring onto the Space or offer for sale any goods which bear any of the Swallow Events Logos or any adaptations thereof or the word "Swallow Events" or bear the name of the Company's sponsors or any other words which express or imply an association with the Event unless prior written permission is granted by the Company;
- (o) be responsible for settling all accounts directly with any official contractor or supplier appointed by the Company in relation to the Event;
- (p) fully comply with all applicable media and domestic laws and regulations as well as in accordance with such Additional Regulations of the Event as

shall be notified in writing by the Company to the Trader;

- (q) in the event that the Trader sells alcohol to the public, obtain all necessary licences and a letter of authority from the Company;
- (r) where the Company has notified the Trader of any preferred supplier arrangements, only deal with such suppliers as directed by Swallow Events t/a Swallow Bakery Events Ltd;
- (s) insure with a reputable insurance company for its liability under the Contract. Without limiting its obligations to take out insurance cover for such risks as it considers appropriate, the Trader shall take out adequate product liability insurance and public liability insurance for loss or damage or injury caused by the Trader's neglect or default. The Trader shall provide Swallow Events t/a Swallow Bakery Events Ltd with evidence of such insurance cover immediately on request.

9. Powers and Rights of the Company

9.1 The Company shall be entitled to:

- a) allocate to the Trader a space other than the Space for which the Trader has applied;
- b) change the Space allocated to the Trader at any time;
- c) alter the position or layout of the Event and any Units including the Space;
- d) refuse any person admission to the Event or remove from the Event any person whose presence in the opinion of the Company is or is likely to be undesirable and the Company may exercise such rights notwithstanding that any person is an employee contractor or agent of the Trader or otherwise in any way connected or associated with the Trader;
- e) remove from the Unit or the Event site at the risk and expense of the Trader any fitting or machinery or other items to which the Company has an objection or which the Trader fails to remove in accordance with or which do not comply with these terms and conditions;

f) alter the dates, opening hours, dates and duration of the Build Up Period, dates and duration of the Break Down Period and the Event;

(g) reserve to itself all rights in the Event including contracting with other Traders and sponsors to exhibit or advertise or promote their products or services in relation to the Event

(h) amend or vary these terms at any time, or permit exceptions in special circumstances.

10. Intellectual Property

10.1 All Intellectual Property, copyright and any other rights in relation to the Event (including any audio, visual and/or audio-visual footage of the Event) and all material of whatever nature of the Company or produced by or for the Company for or in connection with the Event shall be the sole and exclusive property of the Company.

10.2 The Trader may not use for any purposes whatsoever the Swallow Events t/a Swallow Bakery Events Ltd name or the Swallow Events t/a Swallow Bakery Events Ltd logo or any photograph, drawing, colourable imitation or representation of the Swallow Events t/a Swallow Bakery Events Ltd or any trademark, copyright or other intellectual property of any kind whatsoever owned by the Company or any company within the Group without, in each case, the prior written consent of the Company's Event Manager. In the event that such consent is given, the use of such name, logo or other intellectual property by the Trader must comply with any instruction stipulated by the Company's Event Manager may stipulate.

10.3 All copyright ownership and any other rights in the Trader's logo together with any goodwill in or attaching to it shall be the sole and exclusive property of the Trader. All copyright ownership and any other rights in the Company's logos together with any goodwill in or attaching to it shall be the sole and exclusive property of the Company.

11. Traders' Liability and Indemnity

11.1 All units, trader equipment, fittings and all other items brought into the Event by the Trader or the agents, contractors or other invitees of the Trader shall be the sole responsibility of and at the sole risk of the Trader. The Company shall not be responsible for any loss or damage to such units, equipment, fittings or items however caused.

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

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

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

11.4 Nothing in the Contract shall exclude or limit liability for death or personal injury resulting from the negligence of the Trader or their servants, agents or employees.

12. Limitation of the Company's Liability

12.1 The Company does not make any warranty as to the Event in general and in particular in relation to either the level,

volume or adequacy of footfall past the Unit, numbers of visitors to the Event or the presence or absence or location of any other Trader or potential Trader. While the Company shall act in good faith, the name of any Trader which may appear on any floor plan or Unit number or any statement made by or on behalf of the Company that any Trader is booked to attend the Event provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Company that any such Trader shall attend the Event.

12.2 Nothing in the Contract shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor or the Company, or their servants, agents or employees.

12.3 Without prejudice to clause 12.2, the combined liability of the Company for a claim made by the Trader in respect of loss or damage suffered by the Trader however that liability arises including without limitation breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher amount of all sums paid by the Trader to the Company under the Contract in relation to the Event.

12.4 The Company shall not in any circumstances be liable for any indirect or consequential losses, damage, costs or expenses, loss of profit, loss of revenue or loss of goodwill.

12.5 Except as set out in the Contract, the Company excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the Event, whether imposed by statute or by operation of law or otherwise, that are not expressly stated.

12.6 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 inappropriate or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of the Contract.

13. Regulations, Fire Precautions and Trader Bulletins

13.1 The Trader must comply with all statutory local and other regulations or requirements and bye-laws which affect or apply to the Event and in particular any Food or Hygiene Regulations, Health and Safety Regulations, Fire Regulations and other instructions and regulations laid down by the Local Authority from time to time and any data protection legislation.

13.2 The Company shall provide a Manual or Site Rules to the Trader which contain specifications and Additional Regulations with regard to the Event. The Trader must fully comply with these and also must observe the Unit fitting regulations and the Company's Health and Safety and Fire Regulations, copies of which are available from the Company.

14. Compliance

14.1 Each party undertakes that it will not engage and will use all reasonable endeavours to procure that those employed by them or any agents or sub-contractors contracting with them will not engage in any conduct (including by way of acquiescence or failure to perform) that would constitute an offence under the Bribery Act 2010 or which would result in liability for fraud, insolvency crimes or other corruption crimes.

14.2 Each party will use all reasonable endeavours to procure that it has and maintains in place adequate procedures designed to prevent persons associated with it within the meaning of section 8 of the Bribery Act 2010 from undertaking any conduct that would constitute an offence under section 7 of that Act.

14.3 In the event of breach of the obligations in this clause 14, either party has the right to immediately terminate the Agreement. The party in default shall indemnify the other party for any loss that party suffers as a result of the breach.

15. General

15.1 The Trader shall not assign, sub-let, transfer or charge or purpose to assign, sub-let, transfer or charge in whole or in part its obligations or benefits under the Contract or any of its rights, liabilities or obligations under the Contract without the prior written consent of the Company.

15.2 Nothing in the Contract shall create, or be deemed to create a relationship of employer or employee between the parties. Each party warrants and represents to the other that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under the Contract. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party or hold itself out as the agent or representative of the other party.

15.3 If at any time one or more provision contained in the Contract 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.

15.4 The parties agree that any verbal or oral representations, promises, statements, or other agreements shall not be binding unless reduced to writing and signed by both parties, and neither party is relying on any representation, promise, statement or agreement of the other party that is not expressly included in the Contract.

15.5 The Contract constitutes the entire agreement between the parties in relation to its subject matter. Any prior arrangement, agreements, representations or undertakings are expressly superseded and extinguished.

15.6 The Contract may be amended or modified or waived only in a written document signed by the Company. The

parties each agree that nothing contained in the Contract shall confer upon any person other than the parties any rights, benefits, or remedies under or by reason of the Contract.

15.7 English law shall apply to the Contract and the parties agree to submit to exclusive jurisdiction of the English courts.