

New Forest Business Show

Exhibitor Terms & Conditions

Effective for the 2027 Show

1. Parties and Formation of Contract

1.1 Event Organiser. New Forest Business Partnership Community Interest Company, registered in England and Wales (Company No. 12879742), registered address: 48 Eastern Road, Lymington SO41 9HG ("Event Organiser"). By entering into a contract as an exhibitor or sponsor at the New Forest Business Show ("Event") you do so with the Event Organiser.

1.2 Agreement. A booking is required for all businesses wishing to exhibit at the Event. By completing your booking, you confirm that you have read, understood and agree to be bound by these Terms and Conditions.

1.3 Eligibility. The Event is open to businesses and other organisations. These Terms and Conditions govern a business-to-business contract. Exhibitors entering on behalf of an organisation warrant that they have authority to bind that organisation.

2. Charges and Payment

2.1 Invoicing. All charges will be invoiced by the Event Organiser at the time of booking. Invoices are due for payment within 14 days of the date of invoice, unless otherwise stated on the invoice.

2.2 Due Dates. Payment for sponsorship, exhibition space or advertisements must be made before or on the due date specified on the invoice. Failure to pay by the due date, will be treated as a cancellation and the provisions of clause 3 will apply.

2.3 VAT. Where VAT is chargeable, it will be shown on the invoice at the applicable rate.

2.4 Late Payment. The Event Organiser reserves the right to charge interest on overdue invoices at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998.

3. Cancellation by the Exhibitor

3.1 How to Cancel. Cancellations must be made in writing by email to contact@nfbp.org.uk. Cancellation takes effect on the date the Event Organiser receives the cancellation email.

3.2 Cancellation Charges. The following cancellation charges apply:

- (a) Cancellation more than 4 weeks before the Event: full refund, less any reasonable administration charge incurred by the Event Organiser.
- (b) Cancellation fewer than 4 weeks before the Event: 100% of the total charges due.

3.3 Rationale. Cancellation charges reflect costs reasonably incurred or committed by the Event Organiser in connection with the exhibitor's booking, including venue commitments, marketing expenditure and administration. They do not constitute a penalty.

3.4 Non-Attendance. Exhibitors who fail to attend the Event without prior cancellation will not be entitled to a refund and will remain liable for the full amount of charges.

3.5 Insolvency. If an exhibitor or sponsor becomes bankrupt, enters administration or liquidation, or if a receiver or administrator is appointed, the Event Organiser may cancel the relevant booking immediately on written notice. Any charges paid or contractually due at the point of cancellation will not be refunded or rebated.

4. Changes and Cancellation by the Event Organiser

4.1 Floorplan and Stand Allocation. The Event Organiser reserves the right to alter the floorplan or change the type, size or location of stands or furniture at any time if deemed reasonably necessary. Where a material change is made, the Event Organiser will endeavour to provide reasonable alternatives and will notify affected exhibitors as soon as practicable. No compensation will be payable for minor changes. Where a change is sufficiently material that an exhibitor reasonably cannot fulfil the purpose of their booking, clause 4.4 will apply.

4.2 Competitor Proximity. The Event Organiser does not guarantee that an exhibitor's stand will not be located near a competitor's stand. No liability is accepted in this regard.

4.3 Force Majeure. The Event Organiser may change the date or venue, or cancel the Event, where this is necessitated by circumstances beyond the Event Organiser's reasonable control, including (without limitation): fire, flood, extreme weather, acts of war or violence, malicious damage, explosion, earthquake, strike, civil disturbance, political unrest, riot, labour dispute, power failure, pandemic or restriction imposed by any government or public authority. In the event of force majeure, the Event Organiser will use reasonable endeavours to reschedule the Event. Exhibitors will receive a credit toward the rescheduled event. If the rescheduled event cannot take place within 12 months of the original date, or if rescheduling is not practicable, a full refund of sums paid will be provided within 30 days.

4.4 Commercial Cancellation. If the Event is cancelled by the Event Organiser for commercial reasons (for example, insufficient bookings), all sums paid by exhibitors and sponsors will be refunded in full within 30 days of the cancellation notice. Exhibitors and sponsors agree that in these circumstances they will have no further financial claims against the Event Organiser.

4.5 Right to Withdraw from Rescheduled Event. Where the Event is rescheduled and an exhibitor is unable to attend the rescheduled date due to a material change to the original venue or date, the exhibitor may request a full refund by notifying the Event Organiser in writing within 14 days of being notified of the rescheduled details.

5. Health, Safety and Conduct at the Event

5.1 Legal Compliance. Exhibitors must comply with all applicable health and safety legislation, including the Health and Safety at Work etc. Act 1974 and the Management of Health and Safety at Work Regulations 1999, and with any specific risk control measures forming part of the event's risk assessment, which will be made available by the Event Organiser on request.

5.2 Stand Readiness. Exhibitors must ensure their stand is set up and ready at least 15 minutes before the Event opens. Stands must be fully staffed throughout visitor opening hours.

5.3 Content of Stands. Exhibitors may display promotional material and merchandise within their allocated stand space. The Event Organiser reserves the right to require the removal of any materials, literature or exhibits that it reasonably considers to be obscene, objectionable, unsafe or likely to cause offence. No compensation will be payable in these circumstances.

5.4 Canvassing. Canvassing for orders and the distribution or display of printed materials outside an exhibitor's own stand space is strictly prohibited. In the event of a breach, the Event Organiser may require the immediate removal of the relevant materials.

5.5 Damage to Venue. Exhibitors are responsible for any damage caused to the venue, furniture or equipment by themselves, their staff, agents or contractors. The exhibitor shall indemnify the Event Organiser against any loss, cost or claim arising from such damage.

5.6 Removal of Equipment. At the close of the Event, exhibitors are responsible for removing all property brought to the venue in connection with their participation. Exhibitors will be liable for any reasonable storage or handling charges incurred by the Event Organiser because of equipment not being removed at the agreed time.

5.7 Deliveries. The Event Organiser will not accept delivery of exhibitor products or equipment. Exhibitors wishing to have items delivered to the Event must arrange this directly with the Event Organiser. Neither the Event Organiser nor the venue accepts responsibility for loss of or damage to items shipped or couriered directly to the venue without prior arrangement.

6. Insurance

6.1 Employers' Liability. Exhibitors who employ staff are reminded that Employers' Liability Insurance is a legal requirement under the Employers' Liability (Compulsory Insurance) Act 1969, with a minimum cover of £5 million. Exhibitors who engage volunteers who may be treated as workers under applicable legislation are also advised to check their position with their insurer.

6.2 Public Liability. All exhibitors are strongly encouraged to hold adequate Public Liability Insurance for the duration of the Event. The Event Organiser accepts no responsibility for damage to property or injury to persons occurring within or arising from an exhibitor's stand or space, in particular where caused by an item or exhibit associated with that stand.

7. Liability

7.1 Mandatory Exclusions. Nothing in these Terms and Conditions shall exclude or limit the Event Organiser's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be excluded or limited.

7.2 Property and Loss. Subject to clause 7.1, the Event Organiser accepts no liability for damage to, or loss of, any property, articles or equipment placed or left at the venue by an exhibitor, sponsor or any individual attending the Event, except where such loss or damage is caused by the Event Organiser's own negligence.

7.3 Visitor Numbers. The Event Organiser will promote and advertise the Event to the best of its abilities. However, the Event Organiser accepts no liability for the footfall or volume of visitors attending on the day and no refund or rebate of charges will be made on this basis.

7.4 Exhibitor Promotional Obligations. Exhibitors and sponsors agree to support promotion of the Event and to make reasonable use of materials provided by the Event Organiser to promote their attendance and involvement.

8. Data Protection and Intellectual Property

8.1 Data Protection. The Event Organiser will process personal data provided in connection with this booking in accordance with UK GDPR, the Data Protection Act 2018 and its Privacy Policy available at www.nfbp.org.uk.

8.2 Photography and Media. By participating in the Event, the exhibitor grants the Event Organiser a non-exclusive, royalty-free licence to use the exhibitor's name, logo and any photographs or footage taken at the Event for the purposes of promoting the Event and future NFBP events. This licence is processed based on the Event Organiser's legitimate interests. Exhibitors who do not wish their name, logo or imagery to be used must notify the Event Organiser in writing before the Event by email to contact@nfbp.org.uk. Requests for removal of specific images after the Event will be addressed within 30 days.

9. Complaints and Dispute Resolution

9.1 Complaints. Complaints regarding the Event or the Event Organiser should be submitted in writing by email to contact@nfbp.org.uk. The Event Organiser will acknowledge all complaints within five working days.

9.2 Informal Resolution. In the event of any dispute arising from these Terms and Conditions, the parties agree to attempt to resolve the matter informally before commencing legal proceedings.

9.3 Governing Law. These Terms and Conditions are governed by the laws of England and Wales. Any unresolved dispute shall be referred to the exclusive jurisdiction of the courts of England and Wales.

10. General

10.1 Updates to Terms. The Event Organiser will provide reasonable notice of any material changes to these Terms and Conditions. Continued participation in the Event following notification of changes shall constitute acceptance of the updated terms. The terms in force at the time of booking will apply to that booking unless otherwise agreed.

10.2 Compliance by Staff and Agents. These Terms and Conditions apply to all exhibitors and extend to their staff, agents and contractors attending the Event.

10.3 Severability. If any provision of these Terms and Conditions is found by a court to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

10.4 Entire Agreement. These Terms and Conditions, together with the booking confirmation and any written payment plan, constitute the entire agreement between the Event Organiser and the exhibitor in relation to the Event and supersede all prior representations and discussions.

*New Forest Business Partnership Community Interest Company | Company No. 12879742
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