

## *“Ye Olde Maritime Christmas Market”*



*25th November – 4th December 2017*

Cutty Sark Gardens  
Maritime Greenwich  
London  
SE10 9HT

## Exhibition Space – Booking Form

To be completed and returned to Sezen Zeki [sezen.zeki@nmdg.co.uk](mailto:sezen.zeki@nmdg.co.uk)

Company Name	
Contact Name (important – this must be the point of contact in attendance at the venue)	
Position / Title	
Address:	
Mobile Tel:	
Email:	
Agreed Cost :  Please note prices include; Electricity (standard) 13A/240V ***No heaters are permitted  Additional Cost ; Table hire: £25+ vat Electricity: 16A : £200 + vat 32A: £360 + vat	£

**Exhibition Space**  
**(3m x 3m £2,900 +VAT)**  
**Or**  
**(1.5m x 1.5m £1,550 +VAT)**

- 3m x 3m exhibition space
- Prime world heritage riverside location
- Located alongside the world renowned 'Cutty Sark'
- 1.5m x 1.5m exhibition space (shared)
- Electricity – standard 13a/240v
- 24/7 Security

## Terms & Conditions

- ◆ Ye Olde Maritime Christmas Maritime market will be open for visitors from Saturday 25<sup>th</sup> November (12.00 – 6.00 pm) to Monday 4<sup>th</sup> December 2017 (11.00- 8 pm all other days)
- ◆ All confirmed spaces must be paid for immediately on booking.  
IMWA cic t/a National Maritime operates a policy of advance payment.  
All bookings can be paid for with cheque or via BACS at the time of booking.  
There will be no refunds for cancellations.
- ◆ These conditions are subject to alteration by the organisers.
- ◆ By returning the attached booking form, exhibitors agree to the terms and conditions as laid out above and below.

## Agreed Terms

### 1. IMWA cic's Responsibilities

**1.1.** IMWA cic agrees to permit the Company by way of licence and its employees, agents and sub-contractors and all persons duly authorised by it:

- 1.1.1.** to use the Pitch during the Licence Period to provide the Services;
- 1.1.2.** to use such other part of the premises as IMWA cic shall designate to obtain access to and egress from the Pitch.

**1.2.** IMWA cic shall designate the location of the Pitch and of any access ways at its discretion.

**1.3.** If the Pitch is not available due to circumstances beyond the control and at no fault of IMWA cic (i.e. extreme weather) then the Licensee must be notified as soon as reasonably practicable.

**1.4.** Nothing contained in this Agreement whether express or implied shall grant to or confer on the Company any sole and exclusive selling rights on the Premises.

**1.5.** It is agreed between the parties that this Agreement constitutes a licence and confers no tenancy upon the Company subject to the rights created by this Agreement.

**1.6.** IMWA cic gives no warranty that the Premises or the Pitch are legally or physically fit for the provision of the Services.

### 2. Company's Responsibilities

The Company agrees and undertakes:

- 2.1.** to pay the pitch fee and other monies due to IMWA cic in accordance with the terms of this Agreement;
- 2.2.** to be solely liable for and indemnify IMWA cic against all loss, damage, claims or demands which may in any way arise either directly or indirectly out of the licence hereby granted and to secure the performance of this indemnity by entering into a policy of insurance to a minimum value of £2 million public and product, and £2 million employer's liability.
- 2.3.** at any time during the Licence Period to permit the duly authorised officers of IMWA cic to enter any Exhibition Space for the purpose of examining the conditions of it or for any other purpose deemed expedient by IMWA cic;
- 2.4.** not to do or allow anything to be done which in the opinion of IMWA cic may be a nuisance, danger, damage or annoyance to or in any way interfere with IMWA cic, its servants and agents or the quiet comfort, safety and enjoyment of all persons rightfully using the Premises;
- 2.5.** to keep the Pitch clean and tidy and clear of rubbish and to leave it in a clean and tidy condition and free of the Company's furniture, equipment, goods and chattels at the end of the Licence Period;
- 2.6.** not to obstruct the access ways or cause them to become dirty or untidy nor to leave any rubbish on them;

**2.7.** not to display any signs or notices at the Pitch without the prior written consent of IMWA cic, except for the Company's name, trading name and address which shall be displayed at the Exhibition Space throughout the Licence Period;

**2.8.** not to encroach onto other parts of the Premises but to keep the Exhibition Spaces, all equipment and other things of whatever kind within the Pitch

**2.9.** to be responsible for the cost of any equipment or property of IMWA cic which is damaged or lost by the Company, its employees, agents or sub-contractors or whilst in their possession, whether due to any act, default or neglect, save for fair wear and tear;

**2.10.** not to assign any part of this Agreement to any third party without the consent in writing of IMWA cic;

**2.11.** to occupy the Pitch only during the Licence Period, including assembling and dismantling time if any, and then promptly to vacate the Pitch including removal of all of its property, subject to contrary agreement by IMWA cic;

**2.12.** not to publish details of IMWA cic in any literature or elsewhere without obtaining the prior written consent of IMWA cic;

**2.13.** not to provide any goods or services other than those agreed;

**2.14.** that it has not relied on any representations made by or on behalf of IMWA cic including any descriptions contained in any publicity or other material except for this Agreement;

**2.15.** to offer the Services throughout the Opening Times;

**2.16.** not to keep any vehicles on the Pitch, except where expressly permitted;

**2.17.** to bring onto the Premises only those persons who will work in the Exhibition Spaces throughout the Opening Times;

**2.18.** to protect the ground surface and street furniture of the sites at all times by taking due care when moving vehicles and equipment, using ground cover to prevent spillages and staining and other such measures. To be responsible for maintaining the pitch areas in the condition they were given and report any damage to IMWA cic at the time it occurs;

**2.19.** to agree with IMWA cic suitable delivery options during the duration of the Event. Onsite deliveries may be restricted during the Event or IMWA cic may choose to allow deliveries only to a certain area on site at certain times during the Event.

### 3. Payment Provisions

**3.1.** The Company shall pay:

**3.1.1.** the exhibition fee (non-refundable) on a date set by IMWA cic in advance of the event date

**3.1.2.** Any other monies due within 14 days of the Event taking place.

**3.2.** If the Agreement is made within 14 days of the start of the Licence Period, the exhibition fee shall be payable immediately.

**3.3.** IMWA cic shall issue an invoice for the balance of any fees due, payable within 14 days.

**3.4.** The exhibition fee shall be exclusive of VAT at the current rate.

**3.5.** If the Company fails to make any payment within the time specified in this Agreement, IMWA cic may:

**3.5.1.** cancel the Agreement; or

**3.5.2.** refuse to provide access to the Pitch and any Additional Services until payment is made in full; or

**3.5.3.** charge the Company interest on the amount unpaid at the rate of 2% per annum above the Bank of England base rate from time to time until payment in full is made.

### 4. Limitation of Liability

**4.1.** If the Company has any complaints or is dissatisfied in any respect with any facilities provided by IMWA cic or its employees, agents or sub-contractors which IMWA cic can reasonably be expected to rectify at the Premises during the Licence Period, they shall immediately bring those to IMWA cic's attention. IMWA cic will use its best endeavours to rectify any problems as soon as reasonably practicable.

**4.2.** Any complaint which IMWA cic could not reasonably be expected to have so rectified shall be notified to IMWA cic in writing within 14 days of the end of the Licence Period.

**4.3.** The making of a complaint under 4.2 shall in no way relieve the Company from its obligations to IMWA cic to pay the Licence fee or Commission fee or otherwise entitle the Company to withhold any payment due to IMWA cic pending the resolution of the complaint. Fees payable by the Company under this agreement shall remain due and payable in full to IMWA cic in accordance with the terms of this agreement regardless of any complaint.

**4.4.** IMWA cic shall not be responsible for any complaints or dissatisfaction with any goods or services provided by it which are not notified to it in accordance with clauses 4.1 or 4.2 above, nor for any complaints or dissatisfaction which are the fault of the Company or any third party not being an employee, agent or sub-contractor of IMWA cic acting in the course of his engagement.

**4.5.** The terms of this Agreement represent the whole agreement between the parties and, except where the Company is dealing as a consumer, all other warranties, conditions, terms, undertakings or representations of any kind, whether express or implied, statutory or otherwise relating to the provision of any goods or services under or in connection with the Agreement including (without limitation) as to the condition, quality, performance, merchantability or fitness for purpose of any goods or the standard

of care used in the provision of services are hereby expressly excluded from the Agreement save for the undertakings implied by statute in respect of title to any goods.

**4.6.** IMWA cic shall not be liable under contract, tort (including negligence) or otherwise for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused including loss of profits.

**4.7.** IMWA cic shall not be liable for death or injury caused by the Company, any third party not being an employee, agent or subcontractor of IMWA cic acting in the course of his engagement, factors beyond its control.

**4.8.** IMWA cic shall not be liable for theft, loss or damage to property of the Company, its employees, agents or sub-contractors.

## 5. Cancellation

**5.1.** IMWA cic may cancel this Agreement with immediate effect on written notice if:

**5.1.1.** the Company defaults in payment of the exhibition fee or any other sums due under this Agreement;

**5.1.2.** the Company ceases to carry on its business, becomes insolvent, goes into liquidation, a receiver or administrator is appointed or makes a voluntary arrangement;

**5.1.3.** the Company is in breach of this Agreement.

**5.2.** In the event of a breach by the Company of the terms of this Agreement during the Licence Period, IMWA cic shall be entitled to close the Exhibition Spaces and to insist that it is promptly removed from the premises.

**5.3.** IMWA cic may also cancel this Agreement at its discretion at any time by giving 28 days notice in writing to the Company.

**5.4.** If IMWA cic cancels the Agreement under clause 5.1, the Company shall pay any costs incurred by IMWA cic in excess. If IMWA cic cancels under clause 5.3 it shall refund all monies paid by the Company. If IMWA cic cancels the Agreement in circumstances beyond the control of either party, the Company shall pay only the costs incurred by IMWA cic.

**5.5.** If the Company cancels the Agreement at any times it shall pay the any costs incurred by IMWA cic in excess.

**5.6.** Termination of this Agreement shall not affect any rights of the parties accrued to them up the date of termination.

## 6. Miscellaneous

**6.1.** Neither party shall be liable to the other under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result of breach or non-performance of this Agreement due to acts, events, omissions or accidents which are beyond the reasonable control of the party including, without limitation:

**6.1.1.** any acts of God, abnormally inclement weather, flood, earthquake or other natural disaster;

**6.1.2.** epidemic or pandemic;

**6.1.3.** terrorist attack, riots or war;

**6.1.4.** any law or any action taken by a government, court, local authority or governing body (including failure to grant any necessary permission);

**6.1.5.** collapse of buildings, fire, explosion or accident;

**6.1.6.** any labour or trade dispute, strikes, industrial action or lockouts;

**6.1.7.** failure of utility services.

**6.2.** This Agreement is the complete statement of the agreement between the parties and supersedes all previous communications.

**6.3.** If any part of this Agreement is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

**6.4.** Any variation of this Agreement shall be inapplicable unless recorded in writing and signed by an authorised representative of both parties.

**6.5.** All notices given by either party under this Agreement shall be in writing.

**6.6.** This Agreement will be construed in accordance with and governed by the law of England and Wales.

## Event Procedures

### **How to Book**

Please complete and sign the Booking Form attached and return to Sezen Zeki [sezen.zeki@nmdg.co.uk](mailto:sezen.zeki@nmdg.co.uk)

### **Set Up**

The event will take place at Maritime Greenwich, SE10.

Access to the Exhibition Space will be made available on Friday 24<sup>th</sup> November from 18.00 hrs to set up your stands prior to the event.

***\*\*Please ensure that your preparations are complete by 10am on Saturday 25<sup>th</sup> November 2017\*\****

***\*\* Please also note that stands must not be dismantled prior to 8pm on Monday 5<sup>th</sup> December 2017\*\****

### **Health & Safety**

Exhibitors are reminded that the Health & Safety Act 1974 and the regulations made under this act impose duties and responsibilities upon all employers that these duties are not reduced regardless of whether an employee is in their place of work or out exhibiting at a show. An inspection will be made prior to the start of the festival to ensure that there are no obstacles or hazards.

### **Insurance**

Insurance for individual stands is the responsibility of each exhibitor.

### **Parking**

Council Car Parks <https://goo.gl/iZrCVA>

DATE ..... PRINTED NAME .....

SIGNATURE .....

If you require any other information, please contact or email Sezen Zeki

M: +44 (0) 7921 452582

@: [sezen.zeki@nmdg.co.uk](mailto:sezen.zeki@nmdg.co.uk)