

1813 Club and Premier Members Christmas Lunch (Contract to exhibit)

| | |
|------------------|---------------------|
| Company Name: | Membership No: |
| Contact Name: | Contact Email: |
| Address: | Direct Dial Number: |
| | Main Telephone No: |
| | Web Address: |
| Postcode: | Twitter Handle: |
| Business Sector: | |

Please select required option(s):

Exhibition Space Only
Cost: £250 + VAT

You have the opportunity to feature your company profile and logo in the event delegate list. In order to do this, please include your company profile (100 words max.) and a high-res logo (eps preferred) when confirming your stand. Please note that your company logo and profile should be sent to events@birmingham-chamber.com by **Monday 4th December 2023 5pm** to be included in the delegate list.

Payment Terms

- An invoice will be issued once this booking form has been received
- Please note payment is required prior to the event

Please note:

- Any booking is subject to available space and is accepted on the basis that only two exhibitors per business sector are permitted
- Exhibition space will comprise of a 2 x 2 metre space (approximately) and a table
- Whilst we do not recommend exhibitors use chairs at their stand, they are available on request (maximum two)
- Electrical power points are limited and will be allocated on a first come first served basis and at a charge of £10 +VAT. Any electrical items brought to the event (including extension cables) must be PAT tested
- Please do not remove your stand before 2.30pm

| | Delegate Name | Email Address | Special Diетaries |
|---|---------------|---------------|-------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

| | |
|---|---|
| Do you require your allocated table? <input type="checkbox"/> | How many banners will you bring? <input type="checkbox"/> |
| Do you require a chair(s)? (Max 2) <input type="checkbox"/> | What type of banners? <input style="width: 100%;" type="text"/> |
| Will you be running a prize draw? <input type="checkbox"/> | Do you require an electrical point? <input type="checkbox"/> |
| Details of Prize: <input style="width: 100%;" type="text"/> | (chargable at £10 if available?) |

Acceptance to be completed by Exhibitor

I confirm that I would like to book the above mentioned services at the 1813 Club and Premier Members Christmas Lunch, taking place on Friday 8th December at Edgbaston Park Hotel, Birmingham, B15 2RS.

I agree to be bound by the Terms of Contract to Exhibit and the Exhibition Rules and Regulations (see page 2) which I have read and understood.

| | | | |
|-----------|--|-------------|--|
| Signature | | Print Name: | |
| Position: | | Date: | |

Please return this form to events@birmingham-chamber.com

TERMS OF CONTRACT

1. DEFINITIONS

In these Terms of Contract the term 'Exhibitor' means any person, firm or company who has made application for and who has been granted space in the Exhibition. In term 'Exhibition' means the event detailed on the Contract to Exhibit. The term 'Organiser' means Birmingham Chamber of Commerce and Industry or its lawful assignees.

2. ALLOTMENT OF SPACE

When the space has been offered each Exhibitor is required to give a formal acceptance of the area allotted and the terms and conditions contained in the Rules and Regulations forming part of the Contract between the Organisers and the Exhibitors. The Contract to Exhibit must contain all the information requested.

3. EXHIBITS

Exhibitors may not display any exhibits in addition to or in place of those described on the Contract to Exhibit except with the express permission of the Organisers.

4. CANCELLATION OF SPACE

(1) In the event that an Exhibitor either wishes to cancel his space booking after acceptance by the Organisers or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Contract to Exhibit then the Organisers reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organisers) to apply the following cancellation charges and to reallocate such space: Cancellation occurring:

(a) Between application and 120 days prior to the event cancellation charge of 20% of total cost plus VAT.

(b) Between application and 60 days prior to the event, cancellation charge of 50% of total cost plus VAT.

(c) Between application and 30 days prior to the event cancellation charge of 100% of total cost plus VAT.

(2) If the Exhibitor wishes to cancel then written notice of such wish must be forwarded to and received by the Organisers not later than the dates referred to in the table above.

(3) Notwithstanding that the Organisers may resell or reallocate the cancelled stand space (or the space by which it is reduced pursuant to paragraph 5) after payment of the cancellation charges the Organisers shall be under no obligation to reimburse all or any part of such cancellation charges.

5. REDUCTION OF SPACE

Where an Exhibitor wishes to reduce the size of his space booking after acceptance by the Organisers then written notice of such wish must be forwarded to and received by the Organisers. The Organisers reserve the right to apply the scale of cancellation charges to the total cost according to the amount by which the original stand area is reduced. The Organisers may resell or reallocate the space in question. There shall be no obligation on the Organisers to accept notification of reduction.

6. RELOCATION

Should it be necessary to revise the layout of the Exhibition for any purpose the Organisers reserve the right to transfer any exhibitor to an alternative site.

7. BANKRUPTCY

In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation, having a Receiver or Administrator appointed in respect of any of its assets then the Organisers reserve the right to terminate the contract with the Exhibitor and the Rules and Regulations relating to Cancellation shall apply.

8. PROHIBITION OF TRANSFER

The Exhibitor may not assign, sub-let or grant licences in respect of the whole or any part of the space allotted to them without the express permission of the Organisers.

9. PAYMENT OF SPACE

A non-refundable deposit, as specified overleaf, representing a percentage of the value of the space and shell stand applied for must be forwarded with the signed Contract to Exhibit. The balance of the total cost is due and payable at least twelve weeks before the opening of the Exhibition. Where payment is not made in accordance with the Rules and Regulations, the deposit may be forfeited and the space re-allocated. Any loss incurred by the Organisers by reason of such non-payment, must be paid by the defaulting applicant.

10. PROMOTION AND REPRESENTATION

Whilst the Organisers shall use their reasonable endeavours to organise and promote the Exhibition in such manner as they consider appropriate the Organisers reserve the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organisers as to audience projections or methods or timing of promotion shall constitute only general indications of the Organisers' promotion and organising strategy and shall not amount to any representation or warranty.

11. POSTPONEMENT OR ABANDONMENT

1 In the event of any abandonment, postponement or limitation of the Exhibition, any limitation of the use of the premises or any part thereof, or any failure of the services provided therein, an Exhibitor or his agents or contractors shall have no claim against the Organisers in respect of any resulting loss or damage and the Exhibitor's liabilities shall not be affected.

2 The Organisers accept no responsibility if delivery of goods and materials or the execution of work is held up or prevented by any cause beyond their control, including without prejudice the generality of the foregoing.

(a) Strike, Lock-out, labour disturbance or restriction:
(b) Failure by the Exhibitor, his agents or contractors to give instructions or supply the necessary drawings in due time.

12. EXHIBITORS' LIABILITIES

Every Exhibitor hereby accepts liability for all acts or omissions of himself, his servants, contractors, agents, and visitors and undertakes to indemnify the Organisers and keep them indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against the Organisers or incurred or become payable by them arising there from or in respect thereof including any claims arising out of the supply by the Exhibitor of samples of any kind whatsoever whether such samples be sold or given away free or including any legal costs and expenses and any compensation costs and disbursements paid by the Organisers on the advice of Counsel to compromise or settle any such claims. Notwithstanding the indemnity hereby given, the Exhibitor undertakes to arrange appropriate third party liability insurance

13. INSURANCE LIABILITY

Neither the Organisers nor the Hall owners will be responsible for the safety of any exhibit or property of any Exhibitor, or any other person, for the loss or damage of, or destruction to same, by theft or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor by reasons of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour dispute, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organisers whether ejusdem generis or not for any loss or damage occasioned if by reason of the happenings or any such event, the opening of the Exhibition is prevented or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor agrees and undertakes to ensure in their full replacement value the contents of his stand and all associated ancillary equipment and materials.