

**WELCOME TO THE WALES CRAFT COUNCIL SELLING TERMS FOR 2006**

This Information Document includes information and booking details for direct selling events organised by CYNGOR CREFFT CYMRU CYF T/A WALES CRAFT COUNCIL ('the Company') of Henfaes Lane, Welshpool, Powys. SY21 7BE, and should be read in conjunction with the terms and conditions of Direct Selling Events.

On the following pages you will find listed a programme of events that WCC plans to take space at in 2006. These events have been carefully selected to offer you a wide range of opportunities to sell your products direct to the public. Our policy is to offer you the best spaces at the best shows that are available to us, at the best prices to you. You will find helpful information on each show listed.

Please fill in an individual booking form for each event at which you wish to take space, remembering to book electricity and tables as you require them.

Then, add up all the deposits due and send a cheque for the total sum, together with your booking forms, to the WCC office detailed above.

Spaces are allocated on a first come first served basis, though we also take into account product mix, quality and suitability of any product for a particular event. This does mean that acceptance of your application for a space is not guaranteed, and WCC Ltd. does reserve the right to refuse any application. While WCC members do have priority with bookings for an initial period, no such priority can be given once that period is ended and bookings are opened to our general database of craft producers. The sooner you apply the better chance you have of being allocated a space. Where shows are fully booked, a waiting list will operate on a first come, first served basis.

In the event of there not being sufficient response from you, the exhibitors, to any of the shows listed, it may be necessary for WCC to cancel its presence at that event. Should this occur for a show you have booked, your deposit will be returned in full.

If you have not exhibited with WCC before, it would help us greatly in allocating space if you would send photographs of your work with your application form.

Please read carefully the pages headed "Terms and Conditions – Direct Selling Events, Exhibitions and Fairs." When applying for space at any of our events you are agreeing to be bound by the Conditions for exhibiting with WCC as laid down in those pages.

Our member of staff responsible for the direct sales programme is Helen, who is in the Welshpool office on Mondays and Fridays only. Pauline can answer accounts queries, five mornings a week. There will always be someone there to deal with any urgent enquiries, just ring 01938 555313 or fax 01938 556237.

We wish you a successful, happy and prosperous year, from the Directors and Staff of Wales Craft Council Ltd.

## Terms & Conditions – Direct Selling Events, Exhibitions and Fairs

### DEFINITIONS

1. Organiser(s) shall mean CYNGOR CREFFT CYMRU CYF T/A WALES CRAFT COUNCIL ('the Company') of Henfaes Lane, Welshpool, Powys. SY21 7BE  
Exhibition/Fair shall mean any exhibition, event, fair or show conducted, organised or otherwise arranged by the Organiser and specifically detailed overleaf or within this document.  
Exhibitor: The person, firm or organization represented by the signatory on the "Stand Application Form" and including all employees or agents of such.  
Stand Application Form and Contract: The form overleaf that you have signed, binds you to these Rules, Regulations and Conditions pertaining to reservation of space at the exhibition referred to thereon.  
Contract: The contract existing between Exhibitor and Organisers on acceptance by the Organisers or the Exhibitors completed Stand Application Form, the terms of said contract being contained within these Rules, Regulations and Conditions.  
Exhibits/Products: Those items, goods, products or gifts, fabrics or artwork including advertising, exhibits or promotions of such products, including such items as may be produced or processed by any other organisation or firm detailed within the Stand Application form.  
Stand: Space identified on a diagram or other identifying document which may be bounded by wall or designated with a number on exhibition layouts. The Stand space will identified specifically by reference to a map drawing of the venue and all Exhibitors are required to remain within their allotted Stand at all times.

### GENERAL CONDITIONS

2. Duration of exhibition: The exhibition will be open to visitors on the dates and at the times specified within our information documentation supplied to you; the Organisers retain the right to change the dates and opening hours of the exhibition. During the hours the Exhibition is open to visitors the stands must not be covered up and shall be open for trading. All exhibitors are required to display their business name and address identification on stands so as to ensure compliance with the Business Names Act.
3. Charges for Stands: The charges for stands, electricity and supplemental items are contained on the Stand Application Form and are exclusive of VAT. The charges referred to in these conditions or in any contracts arising therefrom are based on current labour rates, rents and charges and will be subject to alteration in the event of any change therein. Any discounts applied to any Exhibitor or Stand are only binding upon the Organiser if applied to a fully and currently paid up member of the Organisers' membership and for payments made by the Exhibitor on time and in accordance with these terms.
4. Applications for Stands:
  - (a) Applications for stands must be made on the form provided by the Organisers (which may be photocopied if required). The Organisers reserve the right to accept or refuse any application without assigning any reason.
  - (b) Exhibitors will provide the Organisers with proof of relevant insurance or insurances, method statements and Risk assessments relating to the specific event, on the forms provided by the organiser with the application forms.
  - (c) The names of any other companies represented by the Exhibitor, whose products are to be shown or services referred to on the stand, must be stated on the application Form. No names of companies or organisations will be permitted to be displayed unless included on the Application Form. Membership discounts may not be applicable in the event that a Member Exhibitor substantially gives over his stand to a non-member company or organisation.

### PAYMENT, CANCELLATION AND ALLOTMENT OF STANDS

5. Payment for Stands: The deposit, as required and detailed within the Event Documentation must be sent at the time of booking with booking form. Full payment of the balance must be made within 14 days of invoice date or on such date as indicated on the invoice, whichever is the sooner. Late payment may remove any discount applied for Member Exhibitors. The amount required will be indicated on the Stand Application Form and on the stand acknowledgement. Any application not accompanied by such deposit may be deemed null and void. The final balance must be paid six weeks prior to the opening of the Exhibition. Where balances on space are not paid when due, a 10% surcharge may be added, or any previous deposit may be forfeited and the space re-allotted if the Organisers so decide, and any loss incurred by the Organisers by reason of such non payment of the balance of the stand rental must be paid by the Exhibitor.
6. Allotment of Stands: All applications for stands will be dealt with in their order of receipt and will be allotted accordingly if available. The Organisers retain the right to determine in every respect the allocation of area and position of space. The Organisers shall, however, be entitled for any reason which, in their opinion, is in the general interest of the Exhibition to vary the general layout or the situation and area of any particular stand even if already allotted and the applicants shall accept such new allotment of stand in substitution for that originally allotted.
7. Venue: The Organisers reserve the right to change the venue of the exhibition and/or the dates of the exhibition as deemed necessary. All of the Organisers' selling events are held in permanent buildings, traditional marquees, or a type of marquee known as shedding, which has one side that is open to the elements. Exhibitors accept that, by booking a Stand at an exhibition, they may be in any type of venue. The Organisers will endeavour to inform the Exhibitors venue type within booking documentation, prior to booking, but such venue may be subject to amendment or change.

### GENERAL TERMS

8. Licensor and Licensee: On official acceptance by the Organisers of an application for a stand, a contract shall arise between the Organisers and the Exhibitor making the application, in terms of these Conditions, subject to variation as mentioned, and as regards stand allotted, the relation of licensor and licensee shall immediately arise and continue between the Organisers and the Exhibitor. In case of non-payment of any sum payable by the Exhibitor to the Organisers, or of the breach, or non observance, by the Exhibitor, of any of the terms of this contract, or any conditions, rules or regulations to be performed or observed by him, the Organisers shall have full right to revoke his licence and re-enter upon the allotted stand, and may remove and exclude the Exhibitor, and all other persons therefrom, without prejudice to the right of the Organisers to recover all monies payable by the Exhibitor hereunder, to pursue all other claims against him, and to recover damages sustained by the organizers.
9. Amendment of Rules. The Organisers reserve the right to waive, alter, add to, or amend any of these Rules and Regulations. Should any questions arise, whether provided for in these Conditions or not, the decision of the Organisers shall be final. No alteration, addition, amendment or waiver to or of these Rules and Regulations shall operate to release any Exhibitor from his contract. The descriptive headings to these Rules and Regulations are merely for reference and do not form part of the Contract between the parties. Staff, agents or servants of the Organiser, are not authorised to conduct discussions or enter into any agreements, addendums or amendments to contracts.
10. Stand not Occupied: Every Exhibitor shall have prepared the stand allotted to him by the time stated in the information documentation. The Organisers shall have the right to re-let or otherwise deal with this space, at their absolute discretion if it is not put to use by the Exhibitor.
11. Bankruptcy: In the event of an Exhibitor committing an act of bankruptcy, or being adjudicated bankrupt, or, if a limited company, being wound up, except for the purpose of re-organisation, the contract with him shall be determined, his allotment cancelled and all monies paid by him under such contract shall be deemed forfeit and retained by the Organisers.
12. Postponement and Limitation:-
  - A 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 exhibitors liabilities shall not be affected.

B The Organisers shall reserve the right to alter the layout of the exhibition or reduce the space allotted to any exhibitor whose stand area is affected by such alteration or reduction but will not be liable to make any further payment or compensation and the exhibitor will not be entitled to withdraw from the exhibition.

C 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 to the generality of the foregoing:

- i strike, lock-out, labour disturbance or restriction;
- ii failure by the exhibitor or any third party to observe any of the provisions of the National Labour Agreements for the Exhibition Industry copies of which will be supplied to the exhibitor on request;
- iii failure by the exhibitor, his agents or contractors to give instructions or supply the necessary drawings in due time.

D If for any reason whatsoever beyond the reasonable control of the Organisers, including without prejudice to the generality of the foregoing, trade union action, the Organisers decide that in the interest of the exhibition as a whole an exhibitor's stand must be closed down or certain items removed from it, the exhibitor or his agents or his contractors shall close down or remove the same and shall have no claim against the Organisers in respect of any resulting loss or damage and the exhibitor's liabilities shall not be affected.

13. Insurance Liability. Neither the Organisers nor the Venue owners will be held 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 ejusden 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.
14. Prohibition of Transfer: Exhibitors may not assign, sub-let, or grant licenses, in respect of the whole, or any part of the space allotted to them, nor may advertisements of firms who are not bona fide Exhibitors be exhibited on any stand.
15. Building and Dismantling of Exhibition: All work must be complete and all exhibits in place by the times as specified in the Exhibitors Manual and the stand in show condition by the opening hour of the Exhibition. Exhibits must not be removed and displays must not be dismantled either partially or totally prior to the official closing of the Exhibition. All Exhibits and display material must be removed as soon as possible after this time and must be completely removed from the Exhibition site by such time as notified to the Exhibitor by the Organisers. The Organisers shall be indemnified by the Exhibitor against any additional charges incurred by non-observance of this rule.

#### CANCELLATIONS

16. Should the Applicant wish to withdraw his application prior to the allocation of space, permission will not be unreasonably withheld, but once his application has been accepted and allocation of space granted, the Organisers will reserve the right to retain the deposit paid by him and further reserve the right to charge the full amount of his accommodation.
17. The Exhibitor specifically warrants that all exhibits or products displayed, offered for sale or exposed for sale or exhibition have been manufactured (or have a significant process conducted or performed) in Wales by the Exhibitor. Any product or exhibit not fulfilling this condition may be removed from display by the Organiser or a request may be issued to the Exhibitor to remove from display any such exhibit or product, by the Organiser, its staff or agents. Any failure to comply with such an instruction issued by the Organiser or its staff may result in the complete removal of the Exhibitor and their products from the Exhibition or Fair.
18. Flammable/Combustible Empty Cases and Packing: Empty cases and packing may not be stored on stands, as this is contrary to the regulations of the Exhibition Site. Exhibitors must make their own arrangements for storage, or place all stock in metal or plastic boxes and store each case safely.
19. Obstruction of Gangway and Open Stands: No Exhibitor shall at any time obstruct, or allow to be obstructed, by his goods, or in any other manner, gangways or open stands, and no signs or projection may be hung or projected, over the gangways, or open stands. If the Organisers notify to any Exhibitor that obstruction has been caused by his property, he shall immediately remove the property in question, and on his default to do so, the Organisers may at the expense of the Exhibitor, take such steps as they may consider necessary.
20. Exhibitors are responsible for the cost and erection of benches, counters, or other contrivances for displaying their goods. Exhibitors must comply with the requirements and regulations of the Exhibition Site and other Authorities and Exhibitors are deemed to have notice of such requirements and regulations, and are bound thereby and are required to indemnify the Organisers against any claim, action or loss occasioned by any breach thereof. Exhibitors will not be permitted to display their goods in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open stands or gangways, or may occasion inconvenience to, or otherwise affect, the displays of other Exhibitors. The total enclosure of any stand will not be allowed without prior permission in writing from the Organisers.
21. Fixing to Building Structure and Floors: No person shall enter the roof voids of the building for make fast to the roof structure any guy wires or tackle of any description and no cutting or drilling shall be made in the floors, walls or other parts of the structure except by written agreement of the Exhibition Site.  
Contractors and workmen should be warned of the danger of striking or in any way interfering with the sprinkler heads installed under the ceiling throughout the building. The Exhibitor will be held responsible for any damage caused by him, his staff, his agent or any contractor employed by him or working to his instruction as a result of interference with or damage to the sprinkler system howsoever caused. No wires of any description or other attachment shall be fixed to the sprinkler pipes.
22. Lighting and/or Power on Stands: General Gangway lighting will be provided by the Organisers. Exhibitors must provide, at their expense, all necessary electrical apparatus and connections in accordance with regulations to be issued separately by the Organisers and to pay for the electrical current consumed on such apparatus. Exhibitors are deemed to have notice of such regulations and to be bound thereby. Such apparatus and connections will only be installed by the contractors officially appointed by the Organisers at the Exhibitor's expense. Special contract prices will be arranged by the Organisers for this work. All electrical work carried out by, or on behalf of, Exhibitors shall at times be subject to inspection and approval by the authorised representative or the Organisers. All electrical fittings and devices must also be in accordance with the regulations of the Exhibition Site and no source of lighting or power may be utilized other than that provided by the Organisers. The Organisers reserve the right to withhold electricity supply from any Exhibitor who has not complied or does not continue to comply with all such regulations above-mentioned.
23. Right of Rejection. Exhibits are admitted to the exhibition, and shall remain there, solely on strict compliance of the Rules and Regulations. The Organisers reserve the right to prohibit in whole or in part and reject any Exhibitor or his representatives in the case of failure to comply with the Rules and Regulations. There shall be no return on payment if such rejection or prohibition is deemed necessary by the Organisers.
24. Gas, Water and Waste: Exhibitors who may require gas, water or waste services to be brought to their stands must make application in writing no later than two months prior to the Exhibition, to the Exhibition Site, at the same time advising the Organisers. Full particulars of the Exhibitor's requirements must be supplied together with a sketch showing the position on the stand to which the service is to be brought. The Exhibitor is responsible for the expense of making good any material damage to the floor or other parts of the structure of the Exhibition Site in the course of carrying out such work. Portable gas equipment may only be used after approval by the Fire Authorities and after a request in writing to the Organisers and the Exhibition Site by the Exhibitor giving full details of equipment to be used has been submitted and approved by the Organisers.
25. Temporary Lamps, etc: Exhibitors and others are not permitted to connect, or otherwise interfere with the electrical, water or other fittings. In no

- circumstances must naked lights, oil lamps, or temporary gas or electrical fittings be used. No petrol or acetylene is allowed in the building.
26. Dangerous Materials: Fulminates, explosives and all articles of dangerous, inflammable, or objectionable nature, cannot be admitted within the Exhibition Building. Corrosives, etc, that might spoil other articles cannot be received, except in suitable vessels of small size.
  27. Fire Precaution: All materials used for building, decorating, draping or covering stands must be non-inflammable, or rendered to by being immersed in fire-proofing solution. They must also comply with the requirements of the Exhibition site and other Authorities and be thoroughly tested before being used.
  28. Protection of Machinery: All machinery and exhibits must be properly protected from danger by each Exhibitor, and at his own expense, to meet the requirements of the Authorities, and the Organisers shall be indemnified by the Exhibitor against any claim, on account of any injury or damage being caused, or occasioned by any exhibit, to any person or persons whatsoever, howsoever caused. The Exhibitor must cover such risks by insurance and on being called upon to do so, submit to the Organisers particulars of the Insurance Policy and the receipt of the premium.
  29. Exhibits Subject to Lien: No exhibit will be allowed to be removed before the close of the Exhibition. In the event of any amounts being due to the Organisers from Exhibitors, the exhibits shall be subject to a lien, and may not be removed without an official pass which must be obtained from the Organisers.
  30. Exhibition Services: The Organisers reserve the right to make additional charges to each Exhibitor, on a pro rata basis in respect of any amount charged to them by the Exhibition Site for services supplied whether specifically ordered or not. The Organisers accept no responsibility for breakdown or failure of any of the services provided for, or in connection with, the Exhibition.
  31. Admission to the Exhibition: The Organisers reserve the right to refuse any person admission to the Exhibition without assigning a reason.
  32. Amendment to the Rules, Regulations and Conditions: The Organisers reserve the right to alter, add to, or amend any of these Conditions. The decision of the Organisers shall be final. No alterations, additions, amendments, or waiver to or of, these conditions shall operate to release and Exhibitor from his contract.
  33. Health and Safety Hazards, Radioactive Materials, Noxious Fumes, Trading Laws Compliance.
    - (i) The Exhibitor is responsible for ensuring that all equipment and activity on his exhibition stand complies with Health & Safety requirements. This means competent staff, adequate and appropriate equipment and adequate supervision.
    - (ii) Particular attention is drawn to the regulations of the Health & Safety at Work Act 1974 and the Exhibition Site and to the relevant British Safety Standards which must be strictly observed, which might provide noxious fumes or which make use of or display any other materials which may involve a danger to the health or safety of any person. No such materials may be brought into the Exhibition Site without the prior agreement in writing of the Organisers and also the Exhibitor or person responsible agreeing to indemnify the Organisers against any claim arising from the use or display of such materials.
    - (iii) The Exhibitor shall ensure compliance with all Trading Laws and Systems prior to booking and ensure that compliance is maintained for the duration of the Event.
  34. FOOD HYGIENE AND ALCOHOL LICENSING
    - A The Licensee to comply with all the requirements regarding the Food Hygiene (Market Stalls and Delivery Vehicles) Regulations 1966, The Food Hygiene (General) Regulations 1970 and subsequent amendments to these regulations in 1990 and 1991 and the Food Safety Act 1990.
    - B Exhibitors producing, promoting, exhibiting or advertising alcohol or alcoholic beverages, alcoholic cordials or regulated alcoholic beers, wines or spirits are required to arrange required license extensions for the venue or venues concerned and the Organisers do not accept liability for any withdrawal, revocation or failure in licensing or for any losses which result therefrom.
  35. Fire Precautions
    - a) All materials used for building, decorating or covering stands must be of non-flammable material. Exhibitors will adhere to all Fire and Safety Regulations which affect the Exhibition. Aisles and fire exits must be kept clear of exhibits.
    - b) Each exhibitor must ensure that there is at least one person on his stand, whenever the Exhibition is open to visitors, who knows how to use the fire extinguishers and knows the location of the nearest fire alarm within the Exhibition premises.
    - c) Additional fire protection must be provided wherever required by the Organisers or any other competent authority.
    - d) No petrol, spirit (save for Exhibitors art supplies which are subject to COSHH procedures and safely stored in suitable secure and temperature controlled boxes) or other liquid or vapour with a flash point lower than 130° Fahrenheit (54°), and nothing of an explosive or dangerous nature is to be brought within the premises.
    - e) No exhibitor may do or permit anything that would vitiate or affect the fire or other insurance policies or licences covering the Exhibition and the Exhibition premises.
  36. Electrics and Fittings. Exhibitors are prohibited from sharing electricity with others and each exhibitor is required to order their own supply within the form overleaf, for which a charge is levied. Exhibitors must supply their own extension leads, where required but all such leads and will be limited to a maximum of 400 watts.

All electrical work on site MUST be carried out by the tied contractor. No other electrical contractor will be allowed to work in the Exhibition area. Connections to the permanent distribution boxes may be made only by the authorised electrical contractor and the exhibitor will be charged the cost by the Organisers or the authorised electrical contractor. However, exhibitors with open sites may employ their own contractors to install pre-wired stand fitting, but connection to the Venue's supply must be carried out by the tied contractor. Exhibitors may use only electricity for all lighting purposes. The use of other forms of power is prohibited except where such use is first approved in writing by the Organisers. All electrical installation must comply with the regulations and requirements currently in force of the Institute of Electrical Engineers, of the Landlords and their insurers, and of any other competent authority. Exhibitors requiring supply other than as shown above should apply in writing to the Organisers.
  37. Condition: Nothing contained in these Conditions will purport to exclude or restrict any liability the exclusion or restriction of which is prohibited by section 2(i) of the Unfair Contract Terms Act 1977. Further, if any of these Conditions or any part thereof is prohibited or rendered void or unenforceable by any legislation then that condition or part thereof shall be so prohibited or rendered void or unenforceable to the extent to which it is thus prohibited or rendered void or unenforceable and no further and the validity or enforceability of any other part of these Conditions shall not thereby be affected.
  38. Space Only Exhibitors: Are responsible for erecting partitions between their own and adjoining stands, extending to the boundaries of the stands, to a height not less than that of the shell stand scheme in use for the Exhibition. Where the height exceeds the minimum they must be suitably clad and decorated on the reverse side of the requirements adjoining exhibitor, and carry no titles, devices, advertising matter nor exhibits where the elevation overlooks the lower stand. The Organisers reserve the right to reject stand designs where it is felt it is detrimental to the overall appearance of the show. The Space only Exhibitor shall submit a plan and diagram to the Organisers with application forms.
  39. Descriptive Headings: It is understood that the descriptive headings are merely for reference and form no part of the contract between the parties.
  40. This Contract shall be governed by and construed in accordance with English and Welsh Law and you agree to submit to the exclusive jurisdiction of Welsh Court