Spiral Events Ltd

Terms & Conditions

\*SPIRAL EVENTS LTD WILL BE ENFORCING THE FULL COVID 19 GUIDANCE AS ISSUED BY THE UK GOVERNMENT AT EVERY EVENT, FULL GUIDANCE WILL BE ISSED TO SUPPLIERS NEARER TO THE EVENT.

 OUR AIM IS TO PROVIDE A FULLY SATISFYING AND FULFILLING EVENT WHILST KEEP EVERYONE SAFE.

**Terms & Conditions (Dated 29/11/2021)**

By submitting a completed Booking Form, you are agreeing to be bound by these Terms & Conditions in full.  Your attention is drawn to the provisions limiting or excluding our liability or providing for you to indemnify us which are highlighted in bold text in these Terms and Conditions.It is the Exhibitor’s responsibility to obtain its own Event Cancellation Insurance and such insurance is advisable*.*

**Definitions**

In these Terms & Conditions, the term ‘Exhibitor’ or ‘you’ shall mean the person, firm or company named as such on the Booking Form and shall be deemed to include all employees, agents or representatives of such person, firm or company.  The term ‘Fayre’ shall mean the wedding fayre(s) specified on the Booking Form and the term ‘Organiser’ or ‘us’ shall mean Spiral Events Ltd (Co. No. 12291360) whose registered office is at 7 Lea View, Winchester, England, SO23 7FU **Application/Request to Exhibit** A Booking Form must be completed and must contain all of the information requested. Emailing a request without using a booking form is not sufficient and will not be confirmed unless we receive a completed Booking Form, agreeing to these Terms & Conditions. The Organisers reserve the right to accept or refuse any application for a booking without giving any reason.  The Exhibitor is solely responsible for completing the Booking Form accurately and the Exhibitor warrants that the information entered by the Exhibitor into the Booking Form is true and correct. **Booking Payment(s)** The charges payable by the Exhibitor are as specified in the Booking Form.  An initial deposit of 50% must be paid at the time of booking (within 48 hours of submitting the booking form).  However your booking will not be confirmed until we have received your completed booking form and received either a deposit (or full payment if the fayre is within one calendar month of the date of booking) and we have confirmed our acceptance of your booking in writing by email.  The deposit is non-refundable unless we decline to accept your booking or you cancel the booking in accordance with the cancellation provisions set out below.  Any balance payments must be made within the terms specified and no later than the date shown on our invoice. Failure to settle balance payments by the requested date will allow the Organiser to cancel your booking in its sole discretion. **Cancellations** You may cancel your booking within 7 days of booking (i.e. the organiser receiving a completed booking form and the relevant payment) without charge. Any cancellation request must be notified by email and must be sent as high priority with a ‘delivery and read receipt’ notification, as assurance that the request has been acknowledged by the organiser. If a booking is made within 7 days of the actual date of the fayre, cancellation at this late stage will mean that the exhibitor will forfeit their payment unless the organiser at its sole discretion is able to, and wishes to move/transfer their payment to another fayre. The organiser at its sole discretion may cancel any booking at any given time without giving a reason and in such case the exhibitor’s payment will be refunded to the exhibitor in full.

Should the organiser need to cancel a fayre due to circumstances beyond their control, then the organiser in its sole discretion may either transfer the exhibitor’s booking to another fayre, where availability still remains for the exhibitor’s particular category, or a full refund shall be given if the exhibitor’s particular category is unavailable. **The organiser accepts no responsibility for any costs incurred by the exhibitor for staffing, travel, printing or any other related preparation expenses, if the fayre does not take place for any reason. It is the exhibitor’s responsibility to obtain its own *event cancellation insurance* to cover such situations**. **Allocation of Exhibitor Space(s)** Stand space(s) will be allocated by the organiser and although every effort will be made to accommodate an exhibitors request(s) this cannot be guaranteed and the organiser reserve the right to assign space as they see beneficial to the fayre, taking into consideration all other exhibitors and their requirements, but particularly the impact any requests may make on the overall fayre. By submitting a booking form you are agreeing to a contract between the organiser and you the exhibitor, bound by these Terms & Conditions. If an exhibitor is not present at the fayre within 30 minutes of the fayre opening time, their space will be allocated to either neighboring exhibitors, or by an exhibitor that the organiser selects to move from their existing space.  How the space is allocated is at the sole discretion of the organiser and all exhibitors agree to only occupy the space they have selected and paid for on their booking form. If the exhibitor, for whom the space was originally allocated to, arrives after the fayre opening time, they are no longer entitled to this space and will be given an alternative space, possibly differing in size, if available and at the sole discretion of the organiser. No refunds may be given if the space is smaller/less than that originally booked. **Prohibitions** Exhibitors may only promote/exhibit (including the distribution of marketing material from their stand) the business(s) that they have detailed on their booking form and cannot promote details of another business that is not their own, without prior permission from the organiser.  This prohibition also applies to promoting other wedding related events that the exhibitor may be attending or that would be in conflict with the event at which they are exhibiting with the organiser. The organiser, in its sole discretion, offers all exhibitors the opportunity to provide an additional quantity of flyers/marketing material, to be distributed in the free bridal bags, given to all attending brides upon entry. *There are no additional charges for these services* and the offer does not have to be accepted. Advertising in any other areas is not permitted nor in such a manner as to cause annoyance or disturbance to fellow exhibitors or visitors.

**Conduct of Exhibitors, Agents or Representatives** The organisers reserve the right to stop any activity on the part of an exhibitor that may cause annoyance to other exhibitors or visitors. Business must be conducted only from the exhibitors’ own stand and under no circumstances may this be carried out from elsewhere in the exhibition.

The organiser will not tolerate any conduct or behaviour that is seen to be inappropriate, discriminatory or offensive to other exhibitors, the venue or visitors to the fayre. The exhibitor must not encroach upon exits, corridors or walkways and articles may be removed by the organisers, with no responsibility on its part for any loss or damage by such removal. The organisers reserve the right to eject any exhibitor in the case of failure to comply with these Terms & Conditions and there shall be no refund of payment if such action is deemed necessary by the organisers **Procedures** The organiser may notify the exhibitor by e-mail in advance of the fayre as to the details of the fayre including matters such as arrival times and procedures, dropping off equipment, security, parking and other important details.  The information contained in such email will replace any previous information sent regarding the procedures at the fayre.  It is the exhibitors responsibility to familiarise itself with the contents of such e-mail and to ensure that such information is passed on to their agent or representative. Exhibitors must arrive within the specified set-up times and displays must be complete and ready 10 minutes prior to the published fayre commencement time. Exhibitors are not permitted to dismantle their display prior to the published closing time, either partially or completely. If the organiser in its sole discretion elects to end the fayre it will notify orally the exhibitors or their representatives at the fayre and the exhibitors should then proceed to dismantle their display in accordance with these Terms & Conditions. If an exhibitor has to leave a fayre at any given time during the fayre operating times, for a *non-emergency* related reason, prior notification must be given to the organiser, in writing which may mean that the organiser relocates the exhibitors positioning within the fayre, to lessen any impact on the fayre’s ambience and as not to cause any general disruption to the fayre or other exhibitors. No refunds will be given if the new space allocated is smaller than the exhibitor originally booked. Please note that apart from in *an unavoidable emergency situation* (where we would generally ask that the exhibitor leave their display intact if at all possible and we will oversee dismantling and secure storage) that any exhibitor who opts to ignore our policy regarding packing-down early, may be refused attendance at any future fayres organised by the organiser. All display materials must be completely removed from the venue at the end of the fayre and it is the exhibitor’s responsibility to ensure that they have all of their possessions.  All exhibitors must leave their space free of rubbish and must remove any rubbish they or their visitors may have generated and dispose thereof properly.

**Health & Safety, Fire, and General Standards** Exhibitors must adhere to all fire, health & safety laws and regulations. Aisles and fire exits must be kept clear at all times.  Exhibitors must also comply with rules and regulations prescribed by the venue.  Children under the age of 12 are not permitted to assist at exhibitors stands during opening times of the fayre. Any exhibitors offering products and services within the food industry must be registered with their local environmental health authority and hold all relevant certificates and consents, which must also be available for inspection if requested. All helium gas cylinders must be removed from the premises immediately after the balloon display has been constructed and remain in the relevant exhibitor’s storage facility (namely their vehicle it was transported in) throughout the entirety of the fayre.  Any constructed archways must be pre agreed with the organiser and must not encroach on another exhibitor or cause any obstruction. All exhibitors constructing internal display stands (of various design types) must ensure that they conform to the requirements of the organiser and construction is carried out in accordance with all applicable Health & Safety laws and regulations.  All displays must be of a professional standard and we encourage displays to appeal from various angles, so may have positioned you specifically so that no unsightly reverse side is on show. Please ensure that you have notified us at the time of booking that you have a pop-up or back-drop display that may obstruct either other exhibitors or their displays, or cause a health and safety hazard if partially obstructing any exits. **Insurance** The Exhibitor shall ensure that it has public liability insurance in the sum of £1 million to cover the fayre and a copy of the policy must be provided to the Organiser within 48 hours of the booking being confirmed or at least 48 hours before the fayre, whichever is soonest.  **The Exhibitor shall indemnify the organisers against any claim or action for any injury or death being caused to any persons whosoever by any negligence on the part of the exhibitor or for any damage to any property by the exhibitor**.  Exhibitors accept liability for all acts or omissions of themselves and their agents or representatives. The organisers will not be responsible for the safety of any property owned by or brought to the fayre by an exhibitor or any other person on his behalf, or for any loss or damage that may occur to such property, unless caused by the organiser’s negligence. **Electrical Equipment** It is not the responsibility of the organiser to provide electrical facilities for the exhibitor, unless access to an electrical supply has been requested on their Booking Form. Exhibitors must provide their own extension lead which must also display a current PAT Certification Label, as must any other electrical equipment used on/for the exhibitors display. Failure of such equipment not complying with current legislation may result in the exhibitor being unable to use the particular item(s) in question. All cables/electrical leads connected to an electricity supply must be covered by an appropriate ‘trip-guard’ (either rubber or must be taped securely to the floor and approved by the organiser) No refunds will be given whereby the exhibitor cannot display their business or services in this manner, due to their non-compliance with current PAT Certification requirements.

**Licenses/Certification** Both PPL and PRS Licenses are required by any exhibitors wishing to use recorded material (including CD/Record/Cassette/Video) on their stands in the exhibition. PPL (Phonographic Performance Limited) covers the public use of sound recordings on behalf of the artists concerned. PRS (Performing Rights Society) covers the public performance of copyright musical works on behalf of the composers and publishers. The use of microphones or any other announcement/loud-speaker device is not permitted unless agreed with the organisers in advance. Food hygiene, outdoor catering, alcohol licence – Any exhibitors offering products and services within the food industry must be registered with their local environmental health authority and hold relative certificates which must also be available for inspection if requested. **Wedding Cars/Transport** Wedding transportation will be positioned externally at the venue and as determined by the organiser. All vehicles must be clean and presentable and carry drip trays, should the vehicle need to run for any duration or have any slight oil leaks. Suitable fire extinguishers should also be available and easily accessible within the vehicle(s). Any spillages of fuel, grease or oil is the responsibility of the exhibitor and must be cleaned to a satisfactory standard with approval and agreement from the venue. Any costs arising from clean-up situations will be the responsibility of the exhibitor. **Personal Data – Third Parties** The Organiser operate a strict policy of not passing on any form of data, collected from visitors to our wedding fayres, to any third parties.  Exhibitors are responsible for their own data capture whilst attending our wedding fayre(s) We ask that any such facility is clearly detailed on your exhibitor stand, disassociating the organiser from the method by which you are obtaining the information.  You must comply with the Data Protection Act as to how you use/handle any personal data. Should a member of the public contact the organiser to request an exhibitor’s detail, we will be entitled to forward the exhibitors business name, address and all relevant contact information as provided on their booking form. It is the Exhibitors responsibility to ensure that their contact information is accurately entered on their booking form. Any errors submitted on the booking form may be duplicated in the exhibitor information and it is not the responsibility of the organiser to check or amend such information. **Complaints** Should any visitors to our wedding fayres make a direct complaint to the organiser on more than three occasions about a particular business exhibiting at our fayre(s), relating to any form of service, activity, trades description, manner (oral or written communication) the organiser in its sole discretion has the right to terminate any future bookings, refunding any monies paid in respect of such future bookings. The organiser will not be associated with any business that is unprofessional or has a detrimental effect on the actual event or overall reputation of the organiser’s business. Should an exhibitor have a justifiable complaint on the day of a fayre, relating directly to, or affecting the event and their ability to exhibit, they must address the nature and details directly to the organiser only (not the venue or any other representative). The exhibitor must discuss in a courteous manner, in private away from all other exhibitors, the nature of their complaint and proposed solution. The organiser will aim to resolve the issue, given the time, situation and feasibility of resolving the complaint to a satisfactory level for both parties. **Amendment of Terms and Conditions** The organisers reserve the right to alter, add to or amend these Terms and Conditions and no waiver of these Terms and Conditions shall release any exhibitor from the contract.  No amendment of these Terms and Conditions proposed by the exhibitor shall be of any effect unless agreed in writing by a director of the organiser. **Entire Agreement** The booking form and these Terms and Conditions shall constitute the entire agreement between the organiser and the exhibitor and no statement, promise or representation (other than one made fraudulently) made by or on behalf of the organiser (whether made orally or on the organiser’s website) shall be binding on the organiser unless agreed to in writing by a director of the organiser. **Exclusion and limitation liability** These Terms and Conditions apply to the exclusion of any other terms whether implied by statute, custom or a course of dealing. **Save that nothing in these Terms and Conditions shall be construed as limiting or excluding the Organiser’s liability for death or personal injury caused by its negligence, for any fraud by the Organiser or for any liability which may not be excluded under statute, the liability of the Organiser is excluded and/or limited in the following respects.**

**Under no circumstances whatsoever shall the Organiser (whether in contract, tort, negligence, breach of statutory duty or otherwise) be liable for any loss of profit, loss of opportunity, loss or damage to goodwill or for any indirect or consequential loss suffered or incurred by the Exhibitor in relation to any booking, the Fayre or otherwise under these Terms and Conditions.**

**Subject to the preceding paragraph, any other liability of the Organiser to the Exhibitor howsoever arising (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall be limited to the total amount paid by the Exhibitor to the Organiser in relation to a booking made subject to these Terms and Conditions.**



 **Covid- 19**

**Our Covid- 19 Book with Confidence Guarantee means you can book your next wedding fayre with confidence that you will not lose out due to Coronavirus.**

**The Guarantee is free of charge and automatically applies to all existing and new bookings for 2022 you do not need to do anything.**

**In relation to the COVID-19 outbreak you are covered for the following:**

**1. The wedding fayre is cancelled**

**2. UK Government restrictions on travel and events changing**

**3. You are unable to travel due to sickness or isolation**

**4. You consider it unsafe to attend our fayre**

**All you need to do is email us** **info@spiralevents.co.uk** **at any point within 28 days and 3 days prior to the event date and you can:**

**1. Transfer your booking to new dates in 2022, free of charge\***

**2. Transfer your money into a Spiral holding account to be redeemed against a future Fayre, again free of charge\***

**3. Cancel your booking and receive a full refund**

**\*Please refer to our terms and conditions below for more information.**

**Covid- 19 Terms & Conditions for bookings**

**1. The 'Guarantee Change Window' allows any transfer or cancellation within the period of 28 days and 3 days prior to event date.**

**2. Should UK Government advice significantly change in the 3 days prior to arrival, we will reactivate the Guarantee for you.**

**3. All other booking terms and conditions remain unchanged.**

**4. If you choose to amend your booking to different dates, should your new booking be cheaper than your existing booking, we will refund the difference to a Spiral holding account to be used against a future event, should your new booking be more expensive you will need to pay the difference at time of booking.**

**5. If you choose to cancel your event booking, you can only do this by emailing us, refunds can take up to 28 days to process.**

**6. The Covid-19 Book with Confidence Guarantee is available until further notice.**

**7. If you have held your monies with us as your booking was affected by Covid-19, this credit can be used against any wedding fayre in 2022. The booking for the event must be made within 12 months of the credit being available.**