Exclusively Highlands Ltd

Arts, Crafts and Food Events throughout Scotland

Event Management and Booking Terms and Conditions

The Contract (as defined below) sets out the terms and conditions under which we will provide the Service (as defined below) to you.
By 'you' or 'Yours' we mean the Exhibitor as defined below.
By 'us', 'we' or "Exclusively Highlands" we mean Exclusively Highlands Ltd, registered in Scotland under company number SC524161 and having its registered office at 8 Canonbury Terrace, Fortrose, IV10 8TT.

Meaning of Terms
The following words shall have the following meanings:
Abstract – means any promotional flyer produced by us in respect of the Event.
Booking - means the request and confirmation of the Service.
Exhibitor - means any natural person, corporate or unincorporated body (whether or not having separate legal personality) contracting for the use of the Service and as defined in the Booking.
Commencement date - acceptance by Exclusively Highlands of a Booking from the Exhibitor together with payment of the deposit or the first date on which Exclusively Highlands provides the Service, whichever is the earlier.
Conditions - means these terms and conditions , as amended from time to time by us.
Contract - means these Conditions and the Booking.
Event - means the occasion for which the Service is required.
Fee - means the price specified in respect of the Event.
Service - means the services provided by Exclusively Highlands as set out in the Contract and as further provided from us to you from time to time.
Website - means the website to be hosted and provided by Exclusively Highlands as part of the Service.
Written and **Writing** – includes faxes and emails

Booking
1. The Booking constitutes an offer by the Exhibitor to purchase the Service in accordance with these Conditions. The Exhibitor shall ensure that the terms and specifications in the Booking are complete and accurate.
2. For the avoidance of doubt, the Exhibitor's standard terms and conditions (if any) attached to, enclosed with, or referred to in the Booking shall not govern the Contract and these Conditions shall prevail over any other conditions previously published by Exclusively Highlands in respect of the Service and these Conditions apply to the Contract to the exclusion of any other terms that the Exhibitor seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
3. On acceptance of a Booking, Exclusively Highlands shall issue a receipt and acknowledgment to the Exhibitor.

Service

4. Exclusively Highlands shall use reasonable endeavours to supply the Service from the Commencement Date.

5. The Service shall be directed by the event manager or such other suitably qualified person appointed by Exclusively Highlands.

6. Exclusively Highlands reserves the right to make changes to the Service which are necessary to comply with any applicable laws or safety requirements or instructions from the owners/ managers of the premises at which the Event is to be held. Exclusively Highlands will notify the Exhibitor of any changes to the Service.

Exhibitors's Obligations

7. The Exhibitor shall:

a) co-operate with Exclusively Highlands in all matters relating to the Service and comply with all reasonable instructions issued by Exclusively Highlands;

b) provide, in a timely manner, such data and other information as Exclusively Highlands may require for the provision of the Service, and ensure that it is accurate in all material aspects;

c) wherever possible provide content and materials for inclusion on the Website and in the Abstract as requested by Exclusively Highlands and ensure that Exclusively Highlands and the Exhibitor have the right to use all intellectual property rights associated with the relevant content and materials.

8. The Exhibitor shall not use the names, logos or any details of Exclusively Highlands for any matter without prior Written permission.

9. Merchandise must be handmade by the Exhibitor, of the same quality & type as originally showcased and authenticity maintained. If the Exhibitor wishes to diversify from its original craft in any way whatsoever, the new craft must be authorised by Exclusively Highlands in Writing beforehand. If the Exhibitor fails to comply with this requirement, it will be asked to withdraw the goods from sale with immediate effect, and, without prejudice to Exclusively Highlands other remedies, failure to do so may result in termination of the Contract. The Exhibitor is responsible for all merchandise which it brings to the Event. The Exhibitor may not re-let or sub-let any part of its stand without the prior Written consent of Exclusively Highlands and the Exhibitor may not exhibit merchandise other than its own merchandise, as approved by Exclusively Highlands.

10. All stands are to be set up and ready 30 minutes prior to opening time, if the Exhibitor is not present at -60, it will be deemed to be a no-show and the space removed. All table coverings are to be cream, tartan, black or neutral. Any other colours must be cleared when applying for the Event. Important - your table cover must reach the floor! If it does not then no under table storage can be allowed. Table allocation is at the sole discretion of Exclusively Highlands.

11. On NO account may the Exhibitor pack up before the designated close of the Event unless authorized by Exclusively Highlands. No debris maybe left - if debris is left a cleaning charge of £25.00 will be invoiced.

12.All venues at which Events are held are historic buildings and must be treated with respect - no walls or furnishings to be used at any point for display material or goods (even

during set up). Grid walling, banners and pop up banners are not permitted. No tape of any kind can be used on floors or walls. Availability of power sockets and other amenities is not guaranteed.
13. Health and Safety is very important - please ensure that your stand does not present a risk to the public or other exhibitors at any point. Please be aware that we offer two types of stand , large is 9ft, Standard - 6ft. Please book accordingly - if you go outwith your booked space you will be charged pro rata accordingly - payable on the day of the Event.
14. The Exhibitor must adhere without exclusion to all details as instructed in the set up email issued by Exclusively Highlands for each event.

Charges
16. In consideration of the provision of the Service, the Exhibitor hereby agrees to pay the Fee to Exclusively Highlands together with any VAT eligible in respect thereof at the prevailing rate at the tax point date.
17. Exclusively Highlands has the right to adjust the Fee in the case that any additional services are requested by the Exhibitor after the Commencement Date, including but not limited to an increase in stand size.
18. Written notification of any Fee changes will be made by Exclusively Highlands to the Exhibitor as soon as possible.
19. Deposits and membership are non refundable. Non members due any refunds are subject to a £75 + VAT cancellation charge.

Termination
By Exclusively Highlands:
20. Exclusively Highlands reserves the right to terminate the Contract (or any part thereof) if:

a) the Exhibitor breaches any of its duties or obligations under the Contract or under any other contract it may have with Exclusively Highlands;

b) in the opinion of Exclusively Highlands the Exhibitor might prejudice the reputation of Exclusively Highlands; or

c) Exclusively Highlands is requested to cancel the Event by order of any government or other public authority or by the owners/ managers of the venue at which the Event is to be held .

By the Exhibitor:
21. The Booking will be considered 'cancelled' by Exclusively Highlands when the Exhibitor, by Written notification to Exclusively Highlands, cancels the Booking.
22. In the event of cancellation of the Service for any reason, Exclusively Highlands shall have the right to impose a cancellation charge as follows:

a) if cancelled 90-60 days prior to the first day of the Event, the cancellation charge shall be 10% of the balance Fee; and

b) if cancelled less than 60 days prior to the first day of the Event, the cancellation charge shall be 100% of the Fee.

Deposit

23. A non-refundable deposit of £30 per Event is payable upon the Commencement Date.
    a) Non Member deposit of £75 is also non refundable.

Payment terms for the Service

24. The Exhibitor shall make all payments due under the Contract and within 10 days of the date of the relevant invoice or request for payment.
25. If the Exhibitor fails to pay any amount due under the Contract on the due date, Exclusively Highlands may charge interest at an annual rate of 3% above the base rate for the time being of Royal Bank of Scotland plc for the period from the due date up to and including the date of receipt.
26. All payments by the Exhibitor to Exclusively Highlands shall be made without deduction or set off.

Intellectual Property Rights

27. As between the Exhibitor and Exclusively Highlands, all intellectual property rights and all other rights in and/or resulting from the provision of the Service shall be owned by Exclusively Highlands. Exclusively Highlands licenses all such rights to the Exhibitor on a non-exclusive, worldwide basis to such extent as is necessary to enable the Exhibitor to make reasonable use of the Service. If this Contract is terminated, this licence will automatically terminate.
28. Any intellectual property rights developed prior to or out with the scope of this Contract shall remain the property of the party that introduced the same and they will grant to the other party, a non-exclusive, royalty free licence to use the same for the purpose of fulfilling their obligations under the Contract.
29. If the Exhibitor provides any logos, trade marks, copyright or any materials ("Exhibitor IP") to Exclusively Highlands for the Website and/or the Abstract or for the purpose of delivering the Service, Exclusively Highlands shall have a licence to use the intellectual property rights in any such Exhibitor IP for the purpose of delivering the Service only.
30. The Exhibitor warrants that it has sufficient rights in the Exhibitor IP to licence it to Exclusively Highlands under this Contract and will indemnity Exclusively Highlands against any and all loss incurred as a result of the use of such Exhibitor IP.

Liability – please read carefully

31. Subject to clause 32, the entire liability of Exclusively Highlands in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to the Fee and to the fullest extent permitted by law, Exclusively Highlands excludes all liability to the Exhibitor in respect of the Service.
32. Subject to clause 32, the liability of Exclusively Highlands in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, will not extend to any special, indirect or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Exhibitor has advised Exclusively Highlands of the possibility of those losses, or if they were within Exclusively Highlands's contemplation.
33. Nothing in these conditions shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence or fraud or deceit.

34. The Exhibitor shall indemnify, keep indemnified and hold Exclusively Highlands harmless from and against all claims, actions, damages, liabilities and costs (including professional fees) which may be brought against or incurred or suffered by Exclusively Highlands, its employees or agents in connection with the Service which arise as a result of or due to the actions, omissions, or negligence of the Exhibitor, its employees or agents or others whom it is responsible.
35. The Exhibitor shall effect and maintain adequate insurance cover the minimum is now £5,000,000 (including professional indemnity insurance and public liability insurance) to cover all liabilities under the Contract, with a reputable insurer and shall, on Exclusively Highlands's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
36. The Exhibitor must comply with all applicable laws and regulations including compliance with all relevant rules on food certification & labelling. Also to be included are correct labelling for products - all products must have their price clearly displayed and labelling must comply with trading standard codes for all goods - please check with your trading standards office for clarity.

General
37. 'Force Majeure' means any circumstance beyond the control of either party including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, failure of energy sources or transport network, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs, or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power, non-performance or delays by suppliers or materials shortages.
38. Neither party shall be liable to the other for loss or damage arising from prevention or delay in performance of this Contract where same is a result of Force Majeure. For the avoidance of doubt and without prejudice to the foregoing, nothing shall excuse the Exhibitor from any payment obligations under the Contract.
39. If Exclusively Highlands is prevented or hindered from hosting the event by a Force Majeure event, Exclusively Highlands may, at its sole option and without being liable for any loss or damage suffered by the Exhibitor, relocate the Event to another location or terminate the Contract forthwith by giving notice to that effect to the Exhibitor.
40. The benefit of the Contract may not be assigned by the Exhibitor without the prior Written consent of Exclusively Highlands.
41. This Contract and any document referred to herein represent the whole understanding of the parties with regard to the subject matter hereof. Each and every provision in this Contract shall be read (where possible) as entirely independent and severable from the other or others. In all cases where a provision of this Contract is reducible, invalid or unenforceable in terms of any legislation or other legal authority, such provision shall not affect the validity of the remaining portion of this Contract which shall remain in force and effect.
42. No variation or alteration of any of these Conditions shall be effective unless it is in Writing and signed by or on behalf of each party.
43. Scottish law shall govern this Contract and the parties to this Contract submit to the exclusive jurisdiction of the Scottish courts.

44.Covid related Regualtions

1a. When at your stand, you must wear a mask, inline with Scottish government guidance. The only exception is when eating/drinking.

1b. Set up times must be strictly adhered to. The event needs to be ready before a final safety check can be done and we do not want to hold customers up.
If due to circumstances beyond your control you are running late, please get in touch. Any set ups in the last 45 mins will need to be done from the remote staff car park.

1c. Due to restricted numbers, we request your assistance in keeping the event moving. We would therefore be so grateful if chatting to customers could be kept to a minimum and sales be as swift as possible. We know this is not our normal practice but as you will appreciate this year unlike anything any of us have experienced before. The flow of customers needs to be continuous, to reduce the likelihood of any "bottlenecking" and allowing as many customers to visit as possible.

1d. Cars must be re parked by the allotted time in all venue staff car parks and set up & breakdown instructions must be read and adhered too.

1e. Wildwoodz parking arrangement for set up:
- arrive in main car park and offload
- move car to staff car park before setting up
- all cars to be removed to staff car park by 9am to get main car park ready to receive customers
- any arrivals after 8:45 will be directed straight to the staff car park to offload
- no exhibitor cars will be admitted after 9am
- no more than one car per stand

1f. Wildwoodz end of day
- a member of staff will call you to move your car from the staff car park to the main car park
- please proceed immediately so as not to hold up the person behind you.

1g. We appreciate we are bombarding you with instructions/emails this year. However, any email sent to you does require an immediate reply as we are working against the clock to comply with all the new restrictions imposed upon us.