

Living Heritage Game & Country Show Booking Form 2024

Name: _____

Web Address: _____ Facebook: _____

Trading Name: _____

Telephone Number: _____ Mobile: _____

Address _____

Email: _____

Description of goods for sale: _____

| SHOW | GROUNDSPACE | | | | | | | | | | | | | | | | PRICE | VAT | TOTAL | | | | |
|--|-------------|---|---|---|------|---|---|---|------|---|---|---|------|---|---|---|-------|-----|-------|--|--|--|--|
| | 20ft | | | | 30ft | | | | 40ft | | | | 50ft | | | | | | | | | | |
| | A | B | C | D | A | B | C | D | A | B | C | D | A | B | C | D | | | | | | | |
| Thame Mar 31st & Apr 1st | | | | | | | | | | | | | | | | | | | | | | | |
| Burghley May 26th & 27th | | | | | | | | | | | | | | | | | | | | | | | |
| Warwickshire Jun 22nd & 23rd | | | | | | | | | | | | | | | | | | | | | | | |
| Wiltshire Aug 10th & 11th | | | | | | | | | | | | | | | | | | | | | | | |
| Cheshire Aug 25th & 26th | | | | | | | | | | | | | | | | | | | | | | | |
| Sandringham Sept 7th & 8th | | | | | | | | | | | | | | | | | | | | | | | |
| Sandringham Food May 4th, 5th & 6th | | | | | | | | | | | | | | | | | | | | | | | |
| Sandringham Xmas Nov 15th, 16th & 17th | | | | | | | | | | | | | | | | | | | | | | | |

| SHOW | SHEDDING | | | | | | | | | | | | GIFT | | COST | VAT | TOTAL | | | |
|--|----------|---|---|-------|---|---|-------|---|---|-------|---|---|-------|---|------|-----|-------|---|-----|-----|
| | 3 X 3 | | | 6 X 3 | | | 9 X 3 | | | 6 X 6 | | | 9 X 6 | | | | | | | |
| | 1 | 2 | D | 1 | 2 | D | 1 | 2 | D | 1 | 2 | D | 1 | 2 | | | | D | 4X2 | 6X2 |
| Thame Mar 31st & Apr 1st | | | | | | | | | | | | | | | | | | | | |
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CHECKLIST

Please include these items with your application:

- Details of your current public liability insurance
- Risk assessment for your stand and marquee
- Deposit and balance cheques

- Payment by cheque, credit card or BACS
- Payment by credit card - see authorisation form

All prices subject to VAT at the standard rate at the time of invoice. Deposits of £100 + VAT are required per booking, per show. Full payment is due 1 month prior to show. Bookings will not be accepted unless accompanied by a signed booking form and deposit. All deposits are non-refundable.

VAT Registered No. 468 0003 66

I/We have read and understood the cancellation clause 14&15 in the terms & conditions. **YES /NO**

I/We have read and understood the terms & conditions set out in our 2024 programme of events. **YES /NO**

Signed: _____

Date: _____

Please make all cheques payable to:
Living Heritage, PO Box 36
Uttoxeter, Staffordshire ST14 8PY
Telephone: 01283 820548
Email: marge@livingheritageevents.co.uk

IMPORTANT - ATTENTION IS DRAWN TO OUR ELECTRICAL CONDITIONS

It is a condition of your booking that all electrical equipment you wish to connect to a Living Heritage supply is inspected, tested and maintained in accordance with Health & Safety Law.

• Health & Safety at Work Act 1974 • The Electricity at Work Act 1989 • The Management of Health & Safety at Work Regulations 1999

The easiest way to demonstrate this is to PAT test each piece of electrical equipment you intend to use at the event or include in your Event Risk Assessment your provisions for maintaining the safety of your electrical equipment. Please list PAT test certificates or your safety provisions in your Risk Assessment.

I/We confirm that all our electrical equipment connected to the LHCS electrical supply conforms to current (IEE) wiring regulations **YES/NO**

You will not be allowed to connect to the supply if the condition is not met.

Signed _____

Date _____

VAT Registered No. 468 0003 66

LIVING HERITAGE EVENTS

LIVING HERITAGE SHOW SITE CONDITIONS

PUBLIC OPENING TIMES AND VEHICLE MOVEMENTS

The fairs are advertised as open 10.00am – 6.00pm daily, the early visitors start to arrive at 8.30 and will be allowed entry from 9.00am. Your stand should be ready to open at 9.00am. Vehicle movements should be geared to cease at 9.00am, your vehicle should be parked with your stand or in the exhibitors car park. At the end of the day, there are no vehicle movements until 6.00pm.

PROTECTION OF THE GROUND

Is one of the conditions we should all observe particularly in the public walkways, particularly in poor ground conditions. Always unload from the rear of your stand not the walkway.

MARQUEE GROUND ANCHORAGE

It always seems to be Belvoir Castle, another extreme weather event July 06, October 08. Flimsy exhibitor marquees not anchored properly simply blown away, and a Roder style frame marquee overturned due to insufficient anchorage. Inspections by our marquee team will be made at all shows in the future.

CHEMICAL TOILET WASTE

There are always elson tanks around the show, please do not empty into the shows toilets, if in doubt ask for their location.

RUBBISH

The comments above ar the same in respect of rubbish, there are always ♠ ♠ ♠ around the site. If in doubt ask for the nearest location.

LIVING HERITAGE EVENTS TERMS AND CONDITIONS OF BOOKING

INTERPRETATION

1

1.1 The following definitions and rules of interpretation apply in these Conditions.

"Additional Service Costs" has the meaning given to it in condition 5.2;

"Additional Services" has the meaning given to it in condition 5.2;

"Applicable Laws" all relevant laws, regulations and statutes relating to the Show, the Site, or any other aspect of the Booking;

"Booking Form" Living Heritage's booking form for the Show submitted by the Exhibitor to hire the Site for the Hire Period into which these Conditions are incorporated;

"Booking" a contract between Living Heritage and the Exhibitor created in accordance with condition 2;

"Charge" the charge payable by the Exhibitor as specified in the Booking Form;

"Conditions" these booking conditions which shall form part of the Booking;

"Deposit" the deposit of £100 + VAT per show payable by the Exhibitor as specified in the Booking Form;

"Excluded Loss" loss or deferment of profit, loss of revenue, loss of use, business interruption, loss of contract, loss of reputation, credit or goodwill, loss of opportunity and any other indirect or consequential losses howsoever caused including the negligence or breach of duty of either party to the Booking;

"Exhibitor" the person, firm or company booking the Site as specified in the Booking Form;

"Goods" the goods produced by and/or to be exhibited and/or sold by the Exhibitor at the Show as specified in the Booking Form;

"Hire Period" the period for which the Site will be used for the purpose of exhibiting the Goods at the Show as specified in the Booking Form;

"Licences" all required licences, permits and consents from any competent authority relating to the exhibiting and selling of the Goods at the Show at the Site;

"Living Heritage" Living Heritage Event Hire Services Limited whose registered number is 02022309 and registered office is at The Old Station Yard, Sudbury, Staffordshire, DE6 5GX;

"Opening Times" the times when the Show and the Site shall be open to the public, as notified to the Exhibitor prior to the placement of the Booking;

"Show" the country show for which the Site has been booked, as specified in the Booking Form;

"Site" the site being booked for the purposes of exhibiting and selling the Goods at the Show.

"VAT" VAT charged by reference to the value added tax act 1994.

1.2 The Condition headings are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.

1.3 Where the context requires the singular includes the plural and vice versa and any gender includes the other gender.

1.4 An obligation not to do any act, matter or thing includes an obligation not to cause or permit the doing of such act, matter or thing.

2 APPLICATION OF CONDITIONS

2.1 These Conditions shall:

2.1.1 apply to and be incorporated into the Booking; and

2.1.2 prevail over any inconsistent terms or conditions enclosed or referred to within the Booking Form, or implied by trade, trade custom, practice or course of dealing.

2.2 The Booking Form constitutes an offer by the Exhibitor to book the Site for the Hire Period on these Conditions. The Booking is subject to the Exhibitor making all payments to Living Heritage in accordance with conditions 4 and 5. No offer placed by the Exhibitor shall be accepted by Living Heritage until a written acknowledgement with an invoice is issued and executed by Living Heritage at which point the Booking will be established. The Exhibitor's standard terms and conditions (if any) enclosed or referred to in the Booking Form shall not govern the Booking.

2.3 The written acknowledgement and invoice issued and executed by Living Heritage pursuant to condition 2.2 shall be presented to the authorised officers of Living Heritage upon arrival at the Show.

3 LICENCE

In consideration of the payment of the Charge and any Additional Service Costs pursuant to condition 5, Living Heritage grants to the Exhibitor a licence to use the Site during the Hire Period subject to these Conditions.

4 DEPOSIT

4.1 The Deposit is required to secure the Booking. The Deposit is payable by the Exhibitor to Living Heritage at the time the Booking Form is completed.

4.2 The Deposit is taken as an initial payment in respect of the Charge and will not be returned to the Exhibitor after the Show.

4.3 Deposits are not refundable in the event of:

4.3.1 cancellation of the Booking by the Exhibitor; and

4.3.2 cancellation, suspension or relocation of the Show by Living Heritage pursuant to condition 13.1.

5 PAYMENT

5.1 Payment of the balance of the Charge must be made in full by post-dated cheque, made payable not later than one month prior to the start of the Show and submitted to Living Heritage with the Booking Form. Bookings received less than one month prior to the Show shall include payment in full and in cleared funds of the Charge (including the Deposit). If payment is not received Living Heritage shall have the right to cancel the Booking immediately and retain the Deposit.

5.2 Payment may be made by card. If you wish to pay by card, please complete the card payment request form & return it with your booking. The deposit for all shows will be taken when your shows are confirmed, with the balance being taken for each show on the due date.

5.3 If the Exhibitor requests that Living Heritage supply to the Site during the Hire Period electricity services in addition to the single phase electricity supply to be provided under the terms of the Booking, or any water or gas services ("Additional Services"), such Additional Services shall be provided at the option and discretion of Living Heritage, shall be set out in the Booking Form, and shall be supplied at a cost to be agreed between Living Heritage and the Exhibitor and confirmed in the written acknowledgement and invoice issued pursuant to condition 2.2 ("Additional Service Costs"). The Additional Service Costs shall be paid to Living Heritage by the Exhibitor not later than one month prior to the start of the Show or, if the Booking is received less than one month prior to the start of the Show, the Additional Service Costs shall be paid in full and in cleared funds with the Booking Form. If payment is not received by this time Living Heritage shall have the right to cancel the supply of the Additional Services.

5.4 The Exhibitor shall make all cheques payable to "Living Heritage Country Shows" and shall mark on the reverse the name of the Show and the Exhibitor.

5.5 The Additional Service Costs shall be non refundable in the event of:

5.5.1 cancellation of the Booking by the Exhibitor; and

5.5.2 cancellation, suspension or relocation of the Show by Living Heritage pursuant to condition 13.1.

5.6 All stand rentals will be subject to VAT at the standard rate at the time of invoice.

LIVING HERITAGE EVENTS

6 LIVING HERITAGE'S OBLIGATIONS

- 6.1 Living Heritage undertakes with the Exhibitor:
 - 6.1.1 to give the Exhibitor access to the Site during the Hire Period;
 - 6.1.2 to supply to the Exhibitor those services which Living Heritage has agreed to supply and which are set out in the Booking Form;
 - 6.1.3 to comply with any Applicable Laws where a breach of which would restrict or prevent the staging of the Show.

7 EXHIBITOR'S OBLIGATIONS

- 7.1 The Exhibitor undertakes with Living Heritage:
 - 7.1.1 to use the Site only for the purpose of exhibiting and selling the Goods at the Show and, where applicable demonstrating the production of the Goods and for no other purpose whatsoever;
 - 7.1.2 where applicable, to carry out the demonstration of the production of the Goods with reasonable care and skill;
 - 7.1.3 to ensure that the Site is set up for the purposes of exhibiting and selling the Goods by the start of, and throughout, the Opening Times on each day during the Hire Period;
 - 7.1.4 to ensure that the exhibition and sale of the Goods takes place within the Opening Times during the Hire Period and within the boundaries of the Site only;
 - 7.1.5 to take good care of and make good any damage, marking or staining on or to the Site, ensuring that it is of satisfactory standard at all times and is reinstated to its original condition at the end of the Hire Period;
 - 7.1.6 to keep the Site clean and tidy and ensure that all refuse is removed from the Site;
 - 7.1.7 to dismantle and remove any of the Exhibitor's equipment at the end of the Hire Period leaving the Site clean and tidy after this time;
 - 7.1.8 to observe all Applicable Laws relating to the use of the Site;
 - 7.1.9 to obtain any Licences and, where requested, produce to Living Heritage on demand copies of such Licences, and not to commit any act which shall or may contravene the terms and conditions of any such Licences;
 - 7.1.10 to conduct itself and procure that its sub-contractors and agents conduct themselves in a good and workmanlike manner and act at all times in accordance with the terms of the Booking;
 - 7.1.11 not to permit any form of commercial trade other than as specified in the Booking Form to take place at the Site during the Hire Period without the prior written consent of Living Heritage;
 - 7.1.12 not to permit the sale of food or drink other than as specified in the Booking Form to take place at the Site during the Hire Period without the prior written consent of Living Heritage;
 - 7.1.13 not to permit any sale of Goods by auction at the Site during the Hire Period without the prior written consent of Living Heritage;
 - 7.1.14 not to permit any collections, games of chance, sweep stakes, lotteries or betting of any kind to be conducted at the Site without the prior written consent of Living Heritage;
 - 7.1.15 not to use or allow the use of the Site or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to Living Heritage or the owners or occupiers of any neighbouring property or business;
 - 7.1.16 not to empty any chemical toilet waste at the Show until the end of the Hire Period, and by any method other than by using the Elson disposal tank;
 - 7.1.17 not to bring onto the Site any animals without the prior written consent of Living Heritage;
 - 7.1.18 not to use any electrical equipment unless it complies with all Applicable Laws (including but not limited to the Electrical Engineers (IEE) Wiring Regulations) and in any event not to use whatsoever any electric kettles, fans, heaters or stand lighting circuits on the Site;
 - 7.1.19 not to use any generators on the Site without the prior written consent of Living Heritage. If such consent is provided the Exhibitor undertakes to ensure that any generators required at the Show are operated in a safe manner and are segregated from the public or are protected by suitable covers or banners so as to prevent access by members of the public;
 - 7.1.20 not to make use of a public address system or amplification equipment at the Show without the prior written consent of Living Heritage;
 - 7.1.21 not to interfere with or make any alteration to the layout or arrangement of the Site without the prior written consent of Living Heritage;
 - 7.1.22 not to remove or obscure any notices, signs or placards of Living Heritage at the Site without the prior written consent of Living Heritage;
 - 7.1.23 to comply with all reasonable instructions of Living Heritage from time to time.
- 7.2 The Exhibitor represents and warrants that any equipment used at the Site is in all respects fit for its intended purpose and, where appropriate, is of good construction, suitable and sound material and adequate strength.
- 7.3 Living Heritage reserves the right to perform the Exhibitor's obligations at conditions 7.1.5 and 7.1.6 in the event that the Exhibitor is in default of these obligations. All costs incurred by Living Heritage in reinstating, repairing, replacing or cleansing any part of the Site shall be borne by the Exhibitor. The Exhibitor shall pay Living Heritage, and shall indemnify Living Heritage against any costs, damages, or liability incurred by Living Heritage in the event that the Exhibitor fails to perform these obligations.

8 RIGHT OF ENTRY

- 8.1 Authorised officers of Living Heritage shall be permitted entry to the Site at any time during the Hire Period.
- 8.2 Authorised officers of Living Heritage shall have authority to make, and pursuant to condition 7.1.23 the Exhibitor shall conform at all times to, any reasonable instructions in relation to the Show and/or the Site, including but not limited to the following matters:
 - 8.2.1 relocation of the Site;
 - 8.2.2 variation of the Hire Period or Opening Times; and
 - 8.2.3 vehicle access and movement.
- 8.3 The Exhibitor shall ensure that a copy of the Booking and any Licences are available for inspection at the Site at all times during the Hire Period.
- 8.4 Living Heritage reserves the right to refuse admission to or evict any person from the Show.

9 THE EXHIBITOR'S EQUIPMENT AND VEHICLES

- 9.1 The Exhibitor shall be granted access to the Site for the purpose of unloading and setting up not earlier than the Hire Period. The Exhibitor shall not park any vehicles on the Site during the Hire Period without the prior written consent of Living Heritage and there shall be no vehicle movements from 9.00 am to 6 pm on any day during the Hire Period.
- 9.2 Any equipment and Goods at the Site or vehicles left at the Show shall be at the Exhibitor's risk and Living Heritage shall not be held responsible for any loss or damage.
- 9.3 The Exhibitor shall pack away its equipment and Goods not earlier than at the end of the Opening Times. If at the end of the Hire Period any property of the Exhibitor remains in or on the Site, unless otherwise agreed :
 - 9.3.1 Living Heritage may as the agent of the Exhibitor dispose of such property in such manner as Living Heritage may determine and the Exhibitor will indemnify Living Heritage against any liability incurred by it to any third party whose property shall have been disposed of by Living Heritage in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Exhibitor;
 - 9.3.2 Living Heritage shall have absolute discretion as to whether such property should be sold or otherwise disposed of and shall not be liable to the Exhibitor for any alleged failure to obtain the best price for it;
 - 9.3.3 if Living Heritage having made reasonable efforts is unable to locate the Exhibitor Living Heritage shall be entitled to retain any proceeds of sale absolutely unless the Exhibitor shall claim them within six (6) months of the date upon which the Exhibitor vacated the Site; and
 - 9.3.4 the Exhibitor shall indemnify Living Heritage against any damage occasioned to the Site and any actions, claims, proceedings, costs, expenses and demands made against Living Heritage caused by or related to the presence of the property in or on the Site and its disposal by Living Heritage pursuant to this condition 9.3.

10 HEALTH AND SAFETY

- 10.1 The Exhibitor shall undertake a health and safety risk assessment for the Site and shall:
 - 10.1.1 comply with all current health and safety requirements (and provide evidence of the same when requested to by Living Heritage) including but not limited to those issued by the Health and Safety Executive, the Home Office and any safety requirements of Living Heritage notified to the Exhibitor from time to time; and
 - 10.1.2 ensure that all participants, employees and contractors comply with all relevant health and safety legislation or any other guidelines, relevant to the Site at all times during the Show and while preparing and clearing the Site.

LIVING HERITAGE EVENTS

11 FOOD AND DRINK

- 11.1 Where Living Heritage has consented to the sale of food by the Exhibitor at the Site during the Hire Period, the Exhibitor shall provide Living Heritage with a copy of its local authority food registration upon request.
- 11.2 Where Living Heritage has consented to the sale of alcohol by the Exhibitor at the Site during the Hire Period, the Exhibitor shall supply Living Heritage upon request with a copy of any required
- 11.2.1 personal licence; and
 - 11.2.2 Temporary Event Notice
- any personal licence required pursuant to this condition shall be for an individual who is to be at the Site at all times throughout the Opening Hours during the Hire Period.
- 11.3 Living Heritage's decision as to what licences are required in connection with the sale of food and drink at the Site shall be final.

12 INDEMNITY AND INSURANCE

- 12.1 The Exhibitor shall be responsible for all safety aspects of the Site during the Hire Period. Subject to condition 12.5, Living Heritage:
- 12.1.1 accepts no liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s), sustained any person in the Site during the Hire Period; and
 - 12.1.2 shall not be liable to the Exhibitor by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Booking for any Excluded Loss or other claims which arise out of or in connection with the Booking or the provision of the Site except as expressly provided in these Conditions; and
 - 12.1.3 shall limit its liability to the Exhibitor arising out of or in connection with the Booking up to the amount of the Charge paid by the Exhibitor to Living Heritage in connection with the Booking.
- 12.2 The Exhibitor shall indemnify and hold Living Heritage and its officers, directors, employees and agents harmless against any claims, demands, liability, loss and/or damage, arising from:
- 12.2.1 any misrepresentation, breach of warranty or obligation under the Booking;
 - 12.2.2 subject to condition 12.5, any loss of or damage to property, personal injury or death suffered by any person at the Show, howsoever caused;
 - 12.2.3 any negligent act or omission by the Exhibitor, any of the Exhibitor's employees, servants or agents at the Show.
- This indemnity shall continue in force notwithstanding the expiry or earlier termination of the Booking.
- 12.3 The Exhibitor shall at its own expense during the Hire Period effect and maintain with an insurer of repute public liability insurance with an adequate indemnity limit. The Exhibitor shall produce to Living Heritage details of the insurance and sufficient evidence that the policy is in force prior to the commencement of the Hire Period.
- 12.4 The Exhibitor shall be responsible for insuring against loss of or damage to the property and effects of the Exhibitor, its sub-contractors and its agents or other third parties, and against death, injury, loss or damage suffered by any persons employed by any of them or to their property and against cancellation of the Show for whatever reason.
- 12.5 Nothing in these Conditions excludes or limits Living Heritage's liability for death or personal injury caused by Living Heritage's negligence or for fraudulent misrepresentation.

13 FORCE MAJEURE

- 13.1 If by reason of force majeure, fire, flood, bad weather, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, breakdown of plant or machinery, labour strife, major incident, civil commotion, war (or threat of war), act or threatened act of terrorism, accident, restriction of access to the Site, or any other event beyond the control of Living Heritage, Living Heritage is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under the Booking then Living Heritage may suspend, cancel or relocate the Show and shall forthwith ensure that the Exhibitor is aware of the occurrence of any such event and cancellation, suspension or relocation of the Show.
- 13.2 In the event of cancellation, suspension or relocation of the Show pursuant to condition 13.1 above Living Heritage shall be under no liability to the Exhibitor or its sub-contractors for any refund of the Charge (including the Deposit and any Additional Service Costs) or for any loss which they may sustain in consequence of any such cancellation, suspension or relocation. Neither party shall in the event of cancellation be under any liability to the other in respect of its future obligations under the Booking and in the event of suspension shall be relieved of such obligations under the Booking for the period of such suspension (but without prejudice to any rights of either party against the other in respect of any claim accrued under the Booking down to the date of commencement of such cancellation or suspension).

14 CANCELLATION OF BOOKING

- 14.1 Cancellation of a Booking by the Exhibitor shall be in writing. Subject to condition 14.2, if written notice from the Exhibitor requesting a cancellation of the Booking is received by Living Heritage not later than 1 month prior to the commencement of the Show Living Heritage will refund the Charge, less the Deposit and any Additional Service Costs, to the Exhibitor. If the Booking is cancelled within 2 - 4 weeks of the commencement of the Show a refund of 50 % of the Charge will be given. If the Booking is cancelled within 2 weeks of the commencement of the Show no refund will be given and the full balance of the Charge is required. In all cases, Living Heritage shall be entitled to retain the Deposit and the Additional Service Costs.
- 14.2 In the event of cancellation under this condition 14 Living Heritage shall have no liability for any costs incurred by the Exhibitor.

15 TERMINATION

- 15.1 Either party may by notice in writing terminate the Booking with immediate effect if the other party:
- 15.1.1 commits a breach of any of the provisions of the Booking and the breach is capable of remedy and the other party fails to remedy the breach within 2 hours (or such shorter period as may be reasonable) of receipt of a written notice specifying the breach and requiring its remedy; or
 - 15.1.2 commits a breach and the breach is not capable of remedy, or the breach is a material breach or a breach of a material term and each of the Exhibitor's obligations set out in conditions 4, 5, 7, 9, 10, 11 and 12 shall be construed as material terms for the purposes of the Booking;
 - 15.1.3 commits an act of bankruptcy or insolvency, is unable to pay its debts or makes any composition or arrangement with its creditors, or goes into liquidation or if any order is made or a resolution is passed for the winding up of the other party (except for the purpose of a solvent amalgamation or reconstruction), or if it ceases or prepares to cease trading, or if it suffers the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of its assets; or
 - 15.1.4 does not comply with any Applicable Laws or Licences.
- 15.2 If the Exhibitor fails to arrive at the Show without good cause to the satisfaction of Living Heritage, Living Heritage may terminate the Booking with immediate effect and any future bookings for other shows organised by Living Heritage. Living Heritage shall be entitled to retain the Charge, including the Deposit paid by the Exhibitor together with any other monies relating to future bookings.
- 15.3 Termination of the Booking for whatever reason shall not prejudice any right of action accruing or already accrued to either party at the date of termination.

16 GENERAL

- 15.1 The Exhibitor shall not be entitled to assign, novate, transfer or sub-contract the Booking or any part of it without the prior written consent of Living Heritage.
- 15.2 Each right or remedy of Living Heritage under the Booking is without prejudice to any other right or remedy of Living Heritage whether under the Booking or not.
- 15.3 If any provision of the Booking is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Booking and the remainder of such provision shall continue in full force and effect.
- 15.4 No variation of the Booking or these Conditions shall be valid unless it is in writing and signed by or on behalf of the parties.
- 15.5 Any notice required or permitted to be given by either party to the other shall be in writing. Any notice sent to the Exhibitor shall be hand delivered to the Exhibitor at the Show, or sent by first class post to the registered office or principal place of business of the Exhibitor. Any notice sent to Living Heritage shall be hand delivered to an authorised officer of Living Heritage at the Show, or sent by first class post to the registered office of Living Heritage. Any notice which is hand delivered shall be deemed to have been received at the time of delivery. Any notice sent by first class post shall be deemed to have been received two working days after the day of posting.
- 15.6 Failure or delay in enforcing or partially enforcing any provision of the Booking shall not be construed as a waiver of any right under the Booking. Any waiver by Living Heritage of any breach of, or any default under, any provision of the Booking by the Exhibitor shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Booking.
- 15.7 The parties do not intend that any term of the Booking shall be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.8 The contract formed by the Booking shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.