



## The RPT Notting Hill Christmas Market Terms and Conditions

---

1. In consideration for payment by the Exhibitor of fees in accordance with the Schedule, RPT will provide the Exhibitor with a stall at the specified size, as agreed upon between RPT and the Exhibitor in accordance with this Exhibitor Contract.
2. The Exhibitor agrees that RPT's decision regarding the location of the Exhibitor's table shall be final.
3. The Exhibitor agrees to staff its stall with no less than one person and up to a maximum of three people at all times during the hours set forth in the Schedule.
4. The Exhibitor agrees to display only the types of products listed by the Exhibitor under Product Description on the electronic contract. RPT reserves the right to ask for any items not previously agreed upon to be removed from display.
5. All of the Exhibitor's products and merchandise must be restricted to the exhibition space booked and may not, under any circumstances, extend into the aisles or beyond the space agreed to and paid for by the Exhibitor. **Exhibiting outside of the footprint agreed and paid for will result in the vendor being charged for any additional space used.** Please note that Exhibitors must comply with all relevant fire, health and safety codes and regulations; displays may not, under any circumstances, block or inhibit access to fire exits.
6. The Exhibitor takes full responsibility for removing all rubbish or any other materials or personal belongings brought on site. This must be done at the close of the market and includes but is not limited to boxes, wrapping, papers, tags, hangers, etc.
7. The Exhibitor agrees to not begin packing up until the market has officially concluded and understands that doing so will void eligibility to be involved in future RPT events.
8. **Limitation of Liability**
  - 8.1. RPT shall assume no responsibility or liability of any kind for any loss or damage suffered by the Exhibitor, its merchandise, its employees or staff or their personal property.
  - 8.2. The Exhibitor expressly agrees that it will bear the risk of any loss of the type set out in clause 8.5 and the Exhibitor will obtain their own Public Liability Insurance to cover all other losses, as well as any potential risk/loss/damage against event visitors.
  - 8.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Exhibitor Contract.
  - 8.4. Nothing in this Exhibitor Contract limits or excludes the liability of the RPT:
    - 8.4.1. for death or personal injury resulting from negligence; or
    - 8.4.2. for any damage or liability incurred by the Exhibitor because of fraud or fraudulent misrepresentation by the RPT.
  - 8.5. RPT shall not be responsible for any indirect or consequential financial loss or damage of any kind whatsoever incurred by the Exhibitor or its employees or staff that may be attributable to preparation for or participation in the RPT Christmas Market; and
    - 8.5.1. RPT shall not be liable for any direct or indirect:
      - 8.5.1.1. loss of profits;
      - 8.5.1.2. loss of business; or
      - 8.5.1.3. loss of goods; and
    - 8.5.2. RPT's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Exhibitor Contract

shall be limited to the amount paid by the Exhibitor for their table and extra space purchased, if applicable.

8.6. All expenses connected with packaging, transportation, parking, unloading and insurance of the Exhibitor's goods and property shall be the sole responsibility of the Exhibitor.

**9. Intellectual Property Rights**

The Exhibitor hereby grants to RPT a non-exclusive, perpetual, fully paid-up worldwide license to use the 'Exhibitor Name', 'Website Address' as set out in the digital Exhibitor's Contract, as well as any publicly-posted Exhibitor's social media images, for the purposes only of promoting and advertising the RPT Christmas Market. The parties agree that nothing in this clause shall oblige RPT to carry out such promotions or advertising.

**10. Entire Agreement**

This Exhibitor Contract sets out the entire agreement between RPT and the Exhibitor and supersedes all prior representations, agreements, negotiations or understandings for the provision of services equivalent to the Services, whether oral or in writing, other than any fraudulent or negligent misrepresentation.

**11. Rights of Third Parties**

A person who is not a party to this Exhibitor Contract shall not have any rights under or in connection with this Exhibitor Contract.

**12. Assignment**

The Exhibitor may not assign, transfer, subcontract, or deal in any other manner with all or any of its rights or obligations under this Exhibitor Contract.

**13. Termination**

13.1. This Exhibitor Contract shall terminate automatically on completion of the RPT Christmas Market.

13.2. RPT may cancel the RPT Christmas Market or terminate this Exhibitor Contract at any time for any reason and at its sole discretion. In the event of such cancellation or termination, the sole responsibility and liability RPT shall have to the Exhibitor shall be the full refund of the initial stall fee paid by the Exhibitor to RPT.

**14. Dispute Resolution**

14.1. If any dispute arises in connection with this Exhibitor Contract, RPT's Manager and the Exhibitor's Manager shall, within 21 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If a face-to-face meeting is not possible for whatever reason, a telephone conference to discuss the matters in dispute may be arranged instead.

14.2. The Exhibitor may not commence any court proceedings in relation to any dispute arising out of this Exhibitor Contract until it has attempted to settle the dispute by mediation and either the mediation has terminated or RPT has failed to participate in the mediation within the timescale as set out in 14.1 above.

**15. Governing Law and Jurisdiction**

This Exhibitor Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in relation to any such dispute or claim.

**16. Definitions**

In this Exhibitor Contract the terms below have the following meanings:

"Manager"	the Exhibitor's designated manager or the RPT's designated manager from time to time;
"Service"	the facilities and services to be performed by Exhibitor Contract as set out in this Exhibitor Contract;
"Schedule"	the schedule attached to and incorporated into this Exhibitor Contract.