

## VisitBritain Sales Mission Terms and Conditions

1. Applicants wishing to make an application to reserve space at a VISITBRITAIN organised trade event or on a VISITBRITAIN co-ordinated exhibition stand at a trade or public fair (both hereafter referred to as “the Event”) must have been trading for a minimum of two years at the date of commencement of the Event and, if VISITBRITAIN so requests, shall supply proof of this. As a general rule no applications will be accepted from Applicants who are unable to demonstrate to VISITBRITAIN’s satisfaction that they have been trading for two or more years. If by exception VISITBRITAIN decides to accept an application from an Applicant who has been trading for less than two years then acceptance will be subject to a satisfactory credit reference and advance payment of 100% of the participation charge. In addition English Language Schools must be accredited by the British Council or English UK and accommodation providers must be graded under the VisitEngland, VisitScotland, Visit Wales or AA Quality Schemes.
2. VISITBRITAIN reserves the right at its sole discretion to reject an application if the Event is oversubscribed or if it considers that any Applicants’ products are not compatible with the theme of the Event.
3. The Applicant shall not use its participation in the Event to promote any tourist destination outside the United Kingdom except that the Applicant may, in certain circumstances, and always with the prior written approval of VISITBRITAIN, promote the Republic of Ireland as well as Northern Ireland.
4. VISITBRITAIN reserves the right at its sole discretion:
  - i. to withdraw its acceptance of a booking if the participation charge has not been received in full prior to the commencement date of the Event
  - ii. to cancel or to change the date(s) and/or the venue of an Event.
5. In the case of (ii) VISITBRITAIN’s total liability shall be limited to refunding the participation charge or any part of it which has already been paid to VISITBRITAIN by the Applicant except that no such refund shall be due where the Event has been cancelled or the dates and/or venue changed for reasons beyond the control of VISITBRITAIN, including, but not limited to, fire, flood, natural disaster, Act of God, industrial dispute, interruption or failure of utilities, war, hostilities or act of terrorism or anti-terrorism measures.
6. Applications may only be cancelled three months prior to the Event unless otherwise stated in the booking form. Otherwise in the case of cancellation by the Applicant, VISITBRITAIN reserves the right to impose such charges as are necessary to cover costs incurred as a result of the cancellation. VISITBRITAIN will attempt to re-sell the space but if unable to do so prior to the commencement date of the Event, the Applicant shall be liable for 100% of the participation charge.
7. Where the Applicant has made a booking to include the attendance at the Event of two representatives and subsequently notifies VISITBRITAIN less than one month prior to the Event that only one representative will attend, the Applicant will be liable for the full participation charge of both representatives. In the event of cancellation by one representative more than one month prior to the Event the Applicant may be liable to pay a percentage of the costs incurred by VISITBRITAIN as a result of the cancellation.

8. Applicants may not assign their booking or sub-let space allocated to them without the prior written consent of VISITBRITAIN.
9. VISITBRITAIN reserves the right to determine the overall layout of the Event generally and the allocation of space to Applicants.
10. Upon acceptance of the Applicant's booking, VISITBRITAIN will provide each Applicant with deadline dates for the receipt of information required by VISITBRITAIN to organise the Event. VISITBRITAIN shall use reasonable efforts to accommodate any requests by the Applicant received prior to the deadlines but shall be under no obligation to accept or act on any information or requests received thereafter.
11. VISITBRITAIN shall act only in an advisory capacity for the Applicant with regard to arrangements for hotels, transportation, restaurants and any other services and accepts no liability whatsoever for (a) any injury, damage, death, loss, accident or delay to any person or property arising from any act, omission, representation, contractual failure or default of any corporate or individual service provider used by the Applicant in connection with the Event; or (b) any damage, loss or delay suffered by the Applicant caused by circumstances beyond the reasonable control of VISITBRITAIN including, but not limited to, industrial action, fire, flood, riot, governmental or other regulation, civil commotion, malicious damage, terrorist acts, weather or Act of God; or (c) any loss, injury, theft or damage of any kind to any of the Applicant's property.
12. The Applicant hereby indemnifies VISITBRITAIN against all liabilities, costs, claims, demands, actions, damages or proceedings arising from damage to property or persons caused or alleged to have been caused by the Applicant, its servants, agents, contractors or invitees.
13. The Applicant shall ensure that it is fully covered by insurance including Public Liability, All Risks on its property and Employer's Liability. The period of liability of the Applicant shall be deemed to run from the time the Applicant or any of its servants, agents or contractors first enter the Event venue and to be continued until all its exhibits and property have been removed.