

NSA SCOTSHEEP 2020 – GENERAL TERMS AND CONDITIONS

1. ABOUT US

- 1.1 **Company details.** NSA Scotland is a region of National Sheep Association (company number 00037818) (**we and us**) is a company registered in England and Wales and our registered office is at The Sheep Centre, Malvern, Worcestershire, WR13 6PH. Our VAT number is 273 3469 44. We operate the website www.nationalsheep.org.uk/nsa-scotland/scotsheep/
- 1.2 **Contacting us.** To contact us telephone Euan Emslie at 07718 908523 or e-mail ewan@nsascotland.org
How to give us formal notice of any matter under the Contract is set out in clause 16.

2. OUR CONTRACT WITH YOU

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.

3. PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1 **Placing your order.** Please complete the application form posted or emailed to you. Each order is an offer by you to buy use of the exhibition space (**Exhibition Space**) and ancillary services as specified in the order (**Services**) subject to these Terms at the NSA Scotsheep 2020 event on Thursday 27th May 2021 (**Event**). All orders should be placed before 26th February 2021. Any orders received after 26th February 2021 may be subject to availability and will incur an additional 20% increase on the total order price. There is no guarantee that orders received after 26th February 2021 will be included within our advertising for the Event.
- 3.2 **Correcting input errors.** Please check the application form carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **Accepting your order.** Our acceptance of your order takes place when we receive payment in full in accordance with clause 8 and when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.
- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

4. CANCELLING YOUR ORDER AND OBTAINING A REFUND

- 4.1 You may cancel the Contract and may be entitled to receive a refund, if you notify us as set out in clause 4.2.
- 4.2 To cancel the Contract, you must email or telephone Euan Emslie as stated above. We will email you to confirm we have received your cancellation.
- 4.3 If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the email.
- 4.4 If you cancel the Contract before 1st May 2021, we will refund you 50% of the price you paid for the Services, by the method you used for payment. We may deduct from any refund an amount for the

supply of the Services provided for the period up to the time when you gave notice of cancellation in accordance with clause 4.2. The amount we deduct will reflect the amount that has been supplied as a proportion of the entirety of the Contract. If you cancel the Contract after 1st May 2021, you shall not be entitled to a refund.

5. **OUR SERVICES**

5.1 **Compliance with specification.** Subject to our right to amend the specification (see clause 5.2) we will supply the Services to you in accordance with the specification for the Services appearing on our application forms at the date of your order in all material respects.

5.2 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in advance of any such amendment.

5.3 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

6. **YOUR OBLIGATIONS**

6.1 It is your **responsibility** to ensure that:

6.1.1 the terms of your order are complete and accurate;

6.1.2 you co-operate with us in all matters relating to the Services;

6.1.3 you provide us with such information, materials, certificates and insurance policies we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

6.1.4 you obtain and maintain all necessary licences, permissions, insurances and consents which may be required for the Services before the date on which the Services are to start;

6.1.5 you comply with all applicable laws, including health and safety laws;

6.1.6 no trailer shall enter or be used within the buildings unless otherwise agreed prior to the Event with us;

6.1.7 you inform us of your intentions of digging holes on the grass within the Exhibition Space and all ground must be completely restored;

6.1.8 all materials and products used within the Exhibition Space are relevant to agriculture and related industries;

6.1.9 you book sufficient space to provide for display material and pens of sheep, if required, and you do not encroach or obstruct in anyway on neighbouring plots and you must inform us of any stands or banners which may obstruct neighbouring plots at the time of placing your order;

6.1.10 no display material or stand shall exceed the booking depth or width within the Exhibition Space

6.1.11 all refuse and rubbish must be removed from the Exhibition Space following the Event;

6.1.12 no generators are brought onto the Exhibition Space unless with the prior agreement of Euan Emslie;

6.1.13 all materials and equipment brought onto the Exhibition Space are not dismantled or removed until 5pm on the day of the Event and all equipment shall be removed no later than 10am on Friday 28th May 2021.

6.1.14 you do not sub-let the Exhibition Space and no other person other than you shall sell or display articles of any description within the Exhibition Space;

6.1.15 you do not provide food or drink other than basic refreshments within the Exhibition Space;

6.1.16 if you are using a marque, you must provide us with a fire-resistant certificate;

6.1.17 no vehicles enter our marquees;

6.1.18 you furnish your Exhibition Space with a fire extinguisher;

- 6.1.19 Hurdles are provided by NSA if booked in advance which are 5ft in length;
- 6.1.20 If sheep are brought onto the Exhibition Space, they shall:
- 6.1.20.1 be declared as maedi visna accredited or non-maedi visna accredited at the time of placing your order and if this is not clear within your order, they will be placed in the non-maedi visna area;
- 6.1.20.2 be treated with a scab-approved product in advance of the Event;
- 6.1.20.3 be in place before 6pm on Wednesday 26th June 2021 for a veterinary inspection;
- 6.1.20.4 not be allowed to enter the Exhibition Space on Thursday 27th May 2021; and
- 6.1.20.5 be provided with appropriate bedding, feed and water.
- 6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):
- 6.2.1 we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 14 (Termination);
- 6.2.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- 6.2.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.
- 6.3 If food and drink is supplied in breach of clause 6.1.15, you shall indemnify us against all liabilities, costs, damages and losses incurred in respect to any sole catering rights we have granted to any third party.
- 7. CHARGES**
- 7.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 7.
- 7.2 The Charges are the prices quoted on our application forms at the time you submit your order.
- 7.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 7.4 We use our best efforts to ensure that the prices stated for the Services are correct at the time when the relevant information was entered on the application forms. However, please see clause 7.8 for what happens if we discover an error in the price of the Services you ordered.
- 7.5 Our Charges may change from time to time, but changes will not affect any order you have already placed.
- 7.6 All payments received from outside the United Kingdom shall be subject to a £7 handling fee in addition to any Charges.
- 7.7 Our Charges are exclusive of VAT, unless illustrated within the invoice. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 7.8 It is always possible that, despite our best efforts, some of the Services on our application forms may be incorrectly priced. Where the correct price for the Services is less than the price stated on our application forms, we will charge the lower amount and if the correct price for the Services is higher than the price stated on our application forms, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

8. HOW TO PAY

- 8.1 Payment for the Services is in advance. We will invoice you immediately on acceptance of your order and payment shall be in full before the due date of any invoice.
- 8.2 You can pay for the Services by cheque or bacs payment to the bank account nominated in writing by us, and time for payment shall be of the essence of this contract.
- 8.3 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 14 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.4 We shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. ACCESS, TICKET ALLOCATIONS AND FACILITIES

- 9.1 You shall be granted access to the Exhibition Space between 11am - 6pm on Tuesday 25th May 2021 and between 9am - 7pm on Wednesday 26th May 2021. There shall be no access to the Exhibition Space after 8am on Thursday 27th May 2021.
- 9.2 Ticket allocations will be as set out on the application forms.
- 9.3 You shall be entitled to a supply of vehicle passes to allow access for off-loading and for parking in the exhibitor car/vehicle park. There will be no vehicle access to Exhibition Space after 8am on Thursday 27th May 2021.
- 9.4 Additional tickets to the Event may be purchased additional to this contract via the general admissions. 3 tickets for £15 + VAT.
- 9.5 All indoor Exhibition Space will be on clean flat concrete or hardcore (should the indoor space be oversubscribed, space will be made available in marquees on grass). Outdoor Exhibition Space is available on grass and hardstanding.
- 9.6 Electricity can only be provided for indoor and outdoor stands if specified within the Services.
- 9.7 Water standpipes will be available at the Event.
- 9.8 Hurdles may be provided by us if included within the Services. These are 5ft in length.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.
- 10.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the deliverables specified in your order (excluding materials provided you) for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 10.2.
- 10.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 11.1 We will use any personal information you provide to us to:
 - 11.1.1 provide the Services;
 - 11.1.2 process your payment for the Services; and
 - 11.1.3 inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.
- 11.2 We will also use your any information you provide as part of your order and/or sponsorship for advertising on our website and printed within our Event brochure.

11.3 Further details of how we will process personal information are set out in <https://www.nationalsheep.org.uk/privacypolicy/>.

12. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange, and you are responsible for making your own arrangements for the insurance of any excess loss.

12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

12.2.1 death or personal injury caused by negligence;

12.2.2 fraud or fraudulent misrepresentation; and

12.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.3 Subject to clause 12.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

12.3.1 loss of profits;

12.3.2 loss of sales or business;

12.3.3 loss of agreements or contracts;

12.3.4 loss of or damage to goodwill; and

12.3.5 any indirect or consequential loss.

12.4 Subject to clause 12.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Charges paid under the Contract.

12.5 We have given commitments as to compliance of the Services with the relevant specification in clause 5.1. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.7 This clause 12 will survive termination of the Contract.

13. CONFIDENTIALITY

13.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.

13.2 We each may disclose the other's confidential information:

13.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 13; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

14. TERMINATION

- 14.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:
- 14.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;
 - 14.1.2 you fail to pay any amount due under the Contract on the due date for payment;
 - 14.1.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
 - 14.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - 14.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 14.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

15. EVENTS OUTSIDE OUR CONTROL

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).
- 15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 15.2.1 we will contact you as soon as reasonably possible to notify you; and
 - 15.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- 15.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than seven days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

16. COMMUNICATIONS BETWEEN US

- 16.1 When we refer to "in writing" in these Terms, this includes email.
- 16.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.
- 16.3 A notice or other communication is deemed to have been received:
- 16.3.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 16.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - 16.3.3 if sent by email, at 9.00 am the next working day after transmission.
- 16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

- 16.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.
17. **GENERAL**
- 17.1 **ASSIGNMENT AND TRANSFER.**
- 17.1.1 We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you by posting on this webpage if this happens.
- 17.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 17.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 17.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 17.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 17.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.