



# Bingley Show 22<sup>nd</sup> July 2017

## Trade Stand Application Form

Trading Title: .....  
Address: .....  
Town: ..... Post Code: .....  
Contact Name (please print) .....  
Contact Number: .....  
Email: .....

Please provide full particulars of exhibits or sales items to be displayed on stand. The Airedale Agricultural Society reserves the right to disallow sales or display of goods not declared on this application form. PLEASE PRINT

- \_\_\_ Basic £80 (Frontage 10ft x 20ft standard depth (3.0m x 6.08m) – includes 2 free tickets Additional tickets £8 each) limited number.
  - \_\_\_ Premium £95 (Frontage 10ft x 20ft standard depth (3.0m x 6.08m) – includes 2 free tickets Additional tickets £8 each).
  - \_\_\_ Premium £190 (Frontage 20ft x 20ft standard depth (6.08m x 6.08m) – includes 2 free tickets).
  - \_\_\_ Charity £50 (Limited Stands Available, Application Closing date - 1<sup>st</sup> June 2017, all successful applications will be notified by 8<sup>th</sup> June)
- Craft Marquee £48 (complete with 6' x 2' table and chair; For craft marquee application forms please contact show office by email or phone.

(Please note, spaces in the craft marquee are reserved for traders selling handcrafted products made by the applicant)

Extra Before the Day Tickets @ £8 each: No of .....Total £ .....

Remittance Enclosed for £..... Payable to - Airedale Agricultural Society

Signature ..... Date .....

Please tick the box to confirm you have read and understood our Terms and Condition

## AIREDALE AGRICULTURAL SOCIETY

### Terms & Conditions for Exhibitors @ Bingley Show

#### DEFINITIONS

1.1 In these terms and conditions (the Conditions) the following words and expressions are expressly defined and shall have the following meanings:

“Contract” means any contract between the Society and the Exhibitor for the provision of services incorporating these Conditions.

“Exhibitor” means the persons, company or organisation who has contracted for a stand or stands at the Show.

“Show” means the Bingley Show.

“Site” means the site described in the booking form overleaf.

“Society” means Airedale Agricultural Society.

#### GENERAL TERMS

2-1 These Conditions apply to any booking made by the Exhibitor with the Society for attendance at the Show.

2-2 These Conditions apply to the exclusion of all other terms and conditions (including any terms and conditions which the Exhibitor purports to apply).

2-3 Trade stands where referred to are uncovered ground areas of the Site.

2-4 Sites must be occupied by 8-45am on the day of the Show. There is no admittance after 9.00am. The Show is open to the public at 9.00am and closes at 5.30pm.

2-5 Only authorised trade stands approved within the catering concession are allowed to sell food and drink in the Show unless it is wrapped and sealed for consumption off Site.

2-6 Raffles, tombola's and the use of public address equipment are not permitted

2-7 All exhibits, stands and equipment are to be dismantled and removed as soon as possible after the Show, and no later than 24 hours after the close of the Show.

#### SPACE AND SET UP

3-1 Space for trade stands are offered in modules of 3-0m minimum to 6-0m frontage x 6-0m deep but may be extended by separate agreement. Exhibitors must apply and pay for sufficient space to contain all parts of the exhibit, inclusive of any vehicle, tow bars, canopies, or guy ropes, waste, or any other associated equipment, and it must be positioned in the numbered Site location in accordance with the Site plan and display the stand number on any vehicle windscreen prior to entry to the Site and for the duration of the Show.

3-2 The Site is available for set up from Thursday afternoon. It is the responsibility of the Exhibitor to ensure the security of the exhibits on the stand.

3-3 After the close of the Show all Exhibitors must ensure that their stand is cleared, all rubbish removed and that the Site is left in a clean and tidy state.

3-4 [If the Exhibitor, or their servants, agents or subcontractors should fail to remove all their property or otherwise fail to vacate the Site in accordance with the timetable issued by the Society, the Society will hold the Exhibitor fully responsible for any costs imposed by the venue owner as a result of the Exhibitor failing to vacate the premises by the agreed time.]

#### SUB LETTING

4. Exhibitors are not allowed to sub-let any part of the space allocated to them.

#### PAYMENT AND CANCELLATION

5-1 Payments for all stands must be paid in full at least four weeks before the Show date, at the rates shown overleaf.

5-2 No booking will be accepted unless it is accompanied by the appropriate payment.

5-3 The Society is entitled to cancel any booking not less than 24 hours before the date of the Show should the Society (in its sole discretion) deem it beneficial or expedient to do so (for whatever reason), provided that the Society shall refund to the Exhibitor within 7 days the deposit and any other part of the payment amount then paid by the Exhibitor. The Exhibitor accepts that in this respect every booking is purely provisional until the date and time 24 hours or less before the Show and the Exhibitor further agrees that in the event that his booking is cancelled pursuant to this clause the Society shall have no further liability whatsoever to the Exhibitor other than as regards repayment of the payment amount and deposit and without limitation to the foregoing the Society shall have no liability in those circumstances to the Exhibitor.

5-4 Cancellation of any booking by the Exhibitor must be made in writing. A full refund [(other than of the deposit, which shall be retained by the Society)] will be made if cancellation is more than three months before the date of the Show. No refund of any of the payment will be made if cancellation is made 28 days or less before the date of the Show.

#### INDEMNITY AND INSURANCE

6-1 Every Exhibitor hereby accepts liability for all acts or omissions of himself, his servants, contractors and agents and undertakes to indemnify the Society and keep it indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Society or incurred or become payable by it arising therefrom [including any claims arising out of the supply by the Exhibitor of samples of any kind whatsoever, whether such samples be sold or given away free] including without limitation any legal costs and expenses and any compensation costs and disbursements reasonably and properly paid by the Society.

6-2 The Society does not accept responsibility for any loss or damage from any cause whatever, in respect of any property brought to the Show Site by the Exhibitors or stand holders or their servants, agents, subcontractors or any other persons, and the Exhibitor or stand holder is required to indemnify the Society in respect of any such loss or damage to the exhibits or any other property brought to the Site whether it is their property or not. [Without

limitation the Exhibitor shall indemnify the Society in respect of any liability in respect of any damage to the Site arising from use thereof by the Exhibitor, their servants or agents.]

6-3 Save as may be stated elsewhere in these Conditions, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

6-4 Nothing in these Conditions excludes or limits the liability of the Society:

6-4-1 for death or personal injury caused by the Society's negligence;

6-4-2 under section 2(3) of the Consumer Protection Act 1987;

6-4-3 for any matter which it would be illegal for the Society to exclude or attempt to exclude its liability; or

6-4-4 for fraud or fraudulent misrepresentation.

6-5 Without prejudice to the foregoing provisions of these Conditions:

6-5-1 the Society's total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the payment amount as set out in the booking form; and

6-5-2 the Society shall not be liable to the Exhibitor for any economic loss, loss of profits, loss of business, loss of contracts, damage to property, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

#### HEALTH & SAFETY

7-1 All Exhibitors and their employees/agents attending the Show or managing Exhibits within the show ground must comply with the current Health and Safety at Work Regulations and Society Risk Assessments as set out in the Society's Health & Safety Guidance Notes, a copy of which is available prior to the Show and retained for inspection at the Show Secretary's office on the day of the Show [and a copy of which is attached].

7-2 All vehicles must be immobilised whilst on Site, inclusive of providing chocks to at least two wheels if parked on an incline.

7-3 All vehicles are to be driven on Site with extreme care at no more than 3mph along the designated route only, without hindrance or obstruction to others, and avoiding ground disturbance where possible.

7-4 It is a condition that all Exhibitors provide suitable fire-fighting equipment, checked and certified to be in good working order and that Exhibitors and their staff/agents are trained in its use.

#### RIGHT TO REFUSE ENTRY

8-1 The Society reserves the right, at its absolute discretion to:

8-1-1 refuse any Trade Stand application without explanation,

8-1-2 refuse admission of any person to the Show,

8-1-3 evict any person who does not comply with the conditions laid down by the Society, or causes any kind of disorder whatsoever without compensation.

#### POWER AND WATER

9-1 Exhibitors are required to provide their own electric installation strictly in accordance with current Electricity Regulations and Codes of Practice, inclusive of temporary earthing rods, and R.C.D. current breakers.

9-2 Generators are to be silent running specification to circa 76db and placed to the rear of the trade stand without hindrance of noise, or pollution to others.

9-3 Water is available on Site at various locations.

#### FORCE MAJEURE

10-1 The Society reserves the right to cancel the Show without notice explanation or compensation if ground conditions are considered to be inappropriate to allow the safe entry and exit to vehicles and also to the detriment of public safety.

10-2 Where vehicles are on Site and the weather deteriorates so as to impede exit from the Site, assistance will be available if requested subject to the driver of the vehicle attaching any towing equipment at a position of their choice and acknowledgment that the Society and its management will not accept liability for any damage how so ever caused by assisting with the towing out of the vehicle.

**The Exhibitor signs overleaf to confirm that he has read, understood and agrees to the above Conditions, and to agree that the Conditions will be incorporated into the Contract to the exclusion of any other terms and conditions save as clearly stated on the booking form. By signing below, the Exhibitor further confirms that these Conditions shall likewise govern any future booking made by him with the Society save as clearly stated on the booking form for that future booking.**