

# WINTER FAIR - TERMS & CONDITIONS OF BOOKING

## 1. Definitions

In these Conditions of Booking unless the context otherwise requires reference to the singular includes reference to the plural (and vice versa) reference to any gender includes reference to the other genders and the following expressions shall have the following meanings:

**“the Authorities”** the local authority (including without limitation, its Trading Standards Department), the Fire Authority, the Environmental Health Officer and the Health and Safety Executive and any other authority claiming jurisdiction over the Exhibition and/or the Venue;

**“Booking Form”** the online or physical booking form for the Exhibition completed by the Exhibitor;

**“the Society”** Royal Ulster Agricultural Society (RUAS);

**“the Contract”** the contract between the Society and the Exhibitor’s application for a stand;

**“Exhibitor’s Manual”** the Manual for the Exhibition;

**“Exhibits”** exhibits and/or goods and/or services to be displayed and/or sold and/or provided by the Exhibitor on the stand as stated in the booking form;

**“Exhibition”** the exhibition, show or event referred to in the booking form;

**“Exhibition Regulations”** the regulations drawn up for the Exhibition by the Society;

**“the Fee”** the total amount payable to the society for the stand including VAT as shown on the booking form;

**“Stand”** the space at the Exhibition to be occupied by the Exhibitor whether or not the Exhibitor uses the space for a stand as such; and

**“Venue”** the venue at which the Exhibition is held.

## 2. The Contract

- 2.1 The Booking Form is an application, either in hard copy or by online application by the Exhibitor for a Stand at the Exhibition. A legally binding contract will only come into existence when the Society accepts the booking in writing by and returning a confirmation to the Exhibitor or otherwise.
- 2.2 So that the basis of the contractual relationship between the Society and the Exhibitor is completely clear, it is agreed that the whole of the contract is to be found in the Booking Form, Exhibition regulations and in these Conditions. Accordingly, there are no enforceable promises, terms, conditions, warranties or representations by either party, whether oral or written, including anything which would in the absence of this condition, be implied by law, other than the terms set out in the Booking Form, Exhibition Regulations and in these Conditions.
- 2.3 In the course of negotiations leading up to the Contract, both the Society and the Exhibitor or their respective representatives may have made statements or forecasts about the Exhibition, including, for example, attendance figures, other Exhibitors, Exhibits or events which may form part of the Exhibition, the position of the stand and/or the quality of Exhibits. Because the Society’s plans for the Exhibition may change and certain matters are not under the Society’s control – for example, the Society cannot guarantee the attendance of other Exhibitors or the public – each of the Society and the Exhibitor confirms that it has not entered into the contract in reliance on any statement or forecast made by or on behalf of the other of them. Accordingly, any liability of either party for misrepresentation (whether or not the representation in question is of the same type as those set out in this condition) is expressly excluded. This exclusion does not apply to a fraudulent misrepresentation.
- 2.4 The Exhibitor will be permitted to occupy the Stand as the Society’s licensee. The Exhibitor will not obtain any right of exclusive possession or occupation of or any proprietary interest in the Stand.
- 2.5 Applications for space should be made on the appropriate Booking Form, either by hard copy or online and should be submitted to the Society by the date stated by the Society. All Exhibitors will remain within their allocated Stand space for the duration of the Exhibition. The area booked must be sufficient to accommodate the whole display, tent or marquee including guy ropes or protruding base plates, trailers and office caravans including tow bars and steps and sufficient room for manoeuvring onto site without encroachment onto adjacent stands, and must allow for ground works such as sumps. Exhibitors of elevators, hoists, or other articles which necessitate ropes, wires or other supports, are required to take sufficient space to include such supports within the area for which they pay. The Society does not offer exclusivity to any Exhibitor, manufacturer and/or their products at their Exhibitions. The person(s) signing the Booking Form on behalf of the Exhibitor shall be deemed to have full authority to do so. The Society shall not be responsible should the Exhibitor claim that such person(s) did not have such authority. The person, firm or company entering into this agreement with the Society shall be liable under this agreement as a primary obligor notwithstanding that the agreement is entered into on behalf of a third party.

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- 2.6 The Society reserves the right to exclude any person, firm or corporate body from its Exhibitions who, in the opinion of the Society, has infringed their Conditions of Booking or is, or may be guilty of conduct unbecoming an Exhibitor at an Exhibition organised by the Society, either at, or in conjunction with an Exhibition. The Society may not be required to give a reason therefore. The Society may refuse to accept any application for space, (even if received prior to the final closing date for entries), cancel any entry which may have been accepted, refuse admission of any proposed Exhibit, or order the removal of any Exhibit already delivered.
- 2.7 Applications for space must specify the nature of all the Exhibits. Exhibitors shall not allow third parties' products or services to be used or promoted in connection with their Exhibits unless those third parties are Exhibitors in their own right at the Exhibition or part of a presentation staged by the Society, unless agreed otherwise with the Society. Where an Exhibitor is part of a larger organisation only products and services promoted by the Exhibitor may be exhibited. Products and services of a subsidiary associate or holding company can only be exhibited if the holding company is the Exhibitor (as the term holding company is defined in Section 736 of the Companies Act 1985). Sales of all products and services (including but not by way of limitation medicines and pharmaceutical products) must comply with the recommended specifications as laid down by statute or other appropriate regulations. When erecting a static or moveable display, Exhibitors must ensure that it is secure as failure to do so will render the display liable and subject to removal from the Exhibition. The Society reserves the right forthwith to close without compensation any Stand found to be in breach or potential breach of any statute or regulation, or to be exhibiting, displaying, promoting or selling any product or service without the prior approval of the Society or for any other valid reason which in the reasonable opinion of the Society renders such a Stand incompatible with the aims, ethos or reputation of the Exhibition.
- 2.8 The Exhibitor may not assign its rights under the Contract or sublet, part with or share occupation of the Stand or any part of it. Nonetheless, with the prior written approval of the Society, the Exhibitor may share occupation of the Stand with other companies which are in the same group as the Exhibitor or which are associated in business with the Exhibitor.

### **3. Payment**

- 3.1 The Exhibitor will pay the Fee in full to the Society no later than the date(s) stated on the invoice.

### **4. Withdrawal**

- 4.1 The Exhibitor may withdraw from the Exhibition at any time by notifying the Society of its wish to withdraw in writing. In addition, the Society may by written notice to the Exhibitor accept non-payment by the Exhibitor by the due date for payment of any instalment of the Fee as notice of the Exhibitor's withdrawal from the Exhibition.
- 4.2 In the event of withdrawal the Society may resell or reallocate the Stand to a new or existing Exhibitor. The Society will only reimburse any payments made prior to withdrawal, once the Stand has been reallocated.
- 4.4 For the purpose of this Condition 4, withdrawal will be deemed to take place on the date upon which notice of withdrawal is received by the Society or given by the Society in the case of non payment by the Exhibitor of any instalment of the Fee.

### **5. Allocation and Alteration of Stands**

- 5.1 The Society may make changes in the layout of the Exhibition between the time when the Contract is entered into and the Exhibition is held for any reason, including, for example, the need to accommodate additional features or events in the Exhibition or to comply with any requirements of the Authorities and/or the Venue. Accordingly, the allocation of a Stand number or description of a particular position on the plan for or the layout of the Exhibition is provisional and subject to alteration. If the size of the stand shall be reduced as a result of any such alteration, the amount of the Fee shall be reduced pro rata to the reduction in the size of the Stand.

### **6. Cancellation, Postponement or Change of Venue**

- 6.0 The Society may at any time cancel, postpone or move the Exhibition to another Venue if the Society thinks fit. The Society will notify the Exhibitor as soon as possible if the Exhibition is cancelled or postponed or moved to another Venue. If the Exhibition is cancelled, the Society will repay to the Exhibitor (without interest) any of the Fee paid by the Exhibitor to the Society and the Contract will be cancelled. If the Exhibition is postponed or moved to another Venue, the Contract will remain in force for the new dates and Venue provided that the new dates and/or Venue are in the reasonable opinion of the Society appropriate for the Exhibition.
- 6.1 Except as expressly provided in this Condition, the Society shall have no liability in contract or in tort or otherwise to the Exhibitor arising out of or in respect of any cancellation or postponement of the Exhibition or of it being moved to a new Venue howsoever arising.

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## 7. Exhibition Regulations and Manual

- 7.0 The Exhibitor agrees to obey any reasonable instructions given to him by or on behalf of the Society in connection with the Exhibition. In particular, the Exhibitor agrees to comply with the Exhibition Regulations.
- 7.1 Prior to the date of the Exhibition, the Society will produce a Manual containing the Exhibition Regulations and other instructions and will make them available to all Exhibitors. The Exhibitor agrees that he and any contractors retained by him will observe and obey the Exhibition Regulations and instructions contained in the Manual. Failure to do so will be a breach of the Contract.
- 7.2 The Authorities and the Society may also impose certain requirements or regulations with regard to the Exhibition. These requirements may relate, for example, to health and safety, trading standards, procedures relating to emergencies, access to the Venue and parking. The Exhibitor agrees that he and any contractors retained by him will comply with any such regulations or requirements. If the Society has reason to believe that the Exhibitor is in material breach (which shall include the Authorities informing the Society that the Exhibitor is in material breach) of any such regulations and/or requirements the Exhibitor shall be in material breach of the Contract.

## 8. Promotion

- 8.0 Aircraft, kites, balloons etc., are prohibited in the immediate proximity of the Exhibition and the Exhibition car parks except where prior written permission has been obtained from the Society. Any form of aerial promotion is not permitted.
- 8.1 Fly posting or unauthorised banners will not be permitted within the Exhibition or the Exhibition car parks.
- 8.2 Exhibitors are only permitted to distribute handbills or leaflets etc., from their own Stand at the Exhibition. Exhibitors may not encroach on the avenues, streets or open space, or do anything that may cause obstruction. Advertising by signs, cards, stickers or leaflets etc., is not permitted unless used on the Exhibitor's own Stand.

## 9. Safety Requirements

- 9.0 **Exhibitors' Responsibility** While the Society reserves the right to exclude any gas, petroleum or spirit they deem unsafe, this in no way relieves the Exhibitor from responsibility in the event of an accident or fire. Exhibitors must conform to the regulations of the local authority in all that relates to the transportation of petroleum and the precautions to be taken against fire.
- 9.1 **Generators & Electricity** The use of generators is not permitted. Exhibitors may only arrange an electrical supply through the Society's nominated electrical contractor. The Exhibitor shall pay the official contractor directly for electrical supply.
- 9.2 **Cap Guns, BB Guns, Laser Guns, Laser Pens and Explosive Devices** The sale of Cap Guns, BB Guns, laser pens and explosive devices is prohibited.

## 10. Catering

- 10.1 Exhibitors are permitted to offer tea, coffee and biscuits for hospitality purposes only on their stand space. If exhibitors wish to offer other food stuffs (Eg soup, sandwiches, finger food etc) all such items must be sourced from the official venue caterer Vanilla Black. No food stuff (except tea, coffee & biscuits) are permitted to be brought into the venue unless provided by the venue caterer.
- 10.2 The local Environmental Health Officer will be on site prior to and during the event to ensure any hospitality being offered by stand holders complies with current food and hygiene regulations.

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## 11. Liability of Parties

11.1 In addition to its liability to pay the Fee, the Exhibitor will be liable:

- (1) to pay any additional amounts which may be charged by the Society to the Exhibitor in accordance with the Exhibition Regulations or for goods or services provided at the Exhibitor's request to the Exhibitor by or on behalf of the Society;
- (2) to indemnify the Society and keep the Society indemnified against any claims made against or liabilities incurred by the Society as a consequence of any breach by the Exhibitor of any of its obligations under the Contract or otherwise arising as a result of anything done or omitted to be done by the Exhibitor in connection with the Exhibition or at the Venue.

11.2 Although the Society arrange for security at the Exhibition, the primary purpose of the security provided by them is to ensure the safety of the public at, and control of access to and egress from the Exhibition. The Society is not responsible for the safety of Exhibits nor of any other property of the Exhibitor or for the death or personal injury (except where such death or personal injury is caused by the negligence of the Society or by persons for whose actions the Society is legally responsible) of the Exhibitor's officers, staff, contractors, visitors or guests at the Exhibition.

11.3 Notwithstanding anything contained in the Contract (except in respect of any liability for death or personal injury caused by the negligence of the Society or by persons for whose actions the Society is legally responsible) the liability of the Society to the Exhibitor under the Contract or otherwise arising out of or in connection with the Exhibition, whether in contract, tort (including negligence) or otherwise, shall not exceed the greater of:

- (1) the total amount of the Fee actually paid by the Exhibitor to the Society in accordance with the Contract; and
- (2) the amount recovered by the Society under any policy of insurance in respect of the claim made against it by the Exhibitor, plus the amount of any excess or deductible which, in accordance with the conditions of the insurance policy, is to be borne by the Society.

These limitations on liability do not apply in respect of any fraudulent misrepresentation.

11.4 The Society will not be liable for the supply to the Exhibitor of any goods or services by any suppliers designated as official suppliers in the Exhibition Manual or by anyone else.

11.5 Under no circumstances will the Society be liable for any failure by it to perform any obligation under the Contract arising as a result of circumstances beyond the reasonable control of the Society.

11.6 In certain circumstances the Exhibitor may wish to organise activities or events on its Stand which are or may in the opinion of the Society involve some risk to participants or the public or other people at the Exhibition or their property. In those circumstances, the Society may require the Exhibitor:

- (1) to enter into a separate indemnity by way of deed in favour of the Society and/or such other person as the Society may specify in respect of any liability arising from such activity or event; and
- (2) require the Exhibitor to obtain from participants a form of waiver and/or indemnity in terms approved by the Society.

The form of such indemnities and/or waivers will be contained in the Exhibition Manual.

11.7 Exhibitors are responsible for the full reinstatement of their site to the Society's satisfaction, otherwise the Society reserves the right to have the work undertaken and charged to the exhibitor. Gravel, sand, chippings, concrete slabs etc must be completely cleared and the area reinstated. Exhibitors are advised to lay a membrane under any gravel, sand or chippings. All holes from fences, posts, flagpoles and any other holes must be filled and reinstated. Any damage caused by the erection of temporary structures, exhibition of and/or removal of machinery/equipment, or any other causes, must be corrected by reinstatement. Exhibitors are responsible for ensuring that their contractors comply with these regulations.

## 12. Insurance

12.1 The Exhibitor shall take out and maintain insurance with an insurance company and with a level and extent of cover approved by the Society (including, without limitation, normal product and public liability and employee liability insurance) and shall on demand produce to the Society copy of the policy and evidence that it is in force and the insurers are not entitled to exercise subrogation rights against the Society.

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## 13. Design and Setting Up of Stands

- 13.1 **Removal of the Society's Property** No part of any Stand erected by the Society or its contractors shall be removed, defaced or in any way damaged. Any Exhibitor who breaches this condition or damages any of the Society's property is liable to reimburse the cost of repairs and reinstatement and shall indemnify the Society in respect of all costs, losses and damages arising in any way there from.
- 13.2 **Machinery and Equipment** Exhibitors shall be responsible in all aspects for any ancillary equipment or machinery required for demonstrations, and shall comply with all appropriate health and safety regulations. Each Exhibitor shall ensure that a trained instructor/demonstrator will instruct all personnel in the safe operation and running of the equipment in advance of demonstrating that equipment. Exhibitors must ensure that only appropriately qualified and certified instructors shall demonstrate equipment of a specialised nature. No person shall operate an item of equipment without a full and valid tractor license or any other appropriate license. Exhibitors operating diggers and excavators shall ensure that adequate safety fencing is provided for excavations. The Society reserves the right to close an Exhibit for failure to comply with the aforesaid.

## 14. Height of Stands

- 14.1 Exhibitors must refer to the Exhibition Manual for height specifications.

## 15. Electrical Installation, Sound and Visual

- 15.1 All electrical installation must be undertaken by the official electrical contractor as listed in the Exhibition Manual and the Exhibitor will be responsible for settling accounts direct with the contractor. No electrical work may be carried out without the prior written approval of the Society and no device will be permitted if in the opinion of the Society it may become a nuisance to other Exhibitors and visitors. The Exhibitor shall not use sound amplification equipment unless the sound is contained within the area of the space allotted to him. The Exhibitor shall ensure that any visual aid equipment for his Stand shall also be sited so that intending viewers congregate within the limits of the Exhibitor's Stand. The Exhibitor shall ensure that no leads connected to any device shall be taken outside the limits of the Exhibitor's allotted space. All water installation must be undertaken by the official water contractor as listed in the Exhibition Manual and the Exhibitor will be responsible for settling accounts direct with the contractor.

## 16. Admission Tickets and Vehicle Passes

- 16.1 The Exhibitor shall ensure that any non transferable passes supplied to admit the Exhibitor and his contractors are presented on request. If such a ticket is transferred or otherwise disposed of it will become immediately forfeited and no further ticket will be issued. The Society reserves the right to refuse admission to any person or persons to the Exhibition without giving any reason and to expel any person whose conduct or presence in the opinion of the Society renders such action desirable. Exhibitors are responsible for ensuring that all staff, contractors or delivery agents connected in any way with the construction, operation or dismantling of their stand are in possession of the correct admission tickets and vehicle entry passes. Exhibitor tickets are solely to admit the Exhibitors and their staff and must not be sold to any third party. Any Exhibitor infringing this condition may risk expulsion from the exhibition site for this and subsequent exhibitions. Admission tickets and vehicle entry passes will only be issued on full settlement of the Exhibitor's account. No refunds can be given for any Exhibitor, visitor or guest tickets purchased either in advance or during an exhibition. Exhibitors must abide by the ticketing system in operation at the exhibition at all times. The Organisers reserve the right to withdraw any vehicle entry pass if the pass is being used improperly.

## 17. Livestock

- 17.1 Exhibitors must refer to the Exhibition Manual for guidance and conditions regarding exhibiting livestock at the Society's Exhibitions. Exhibitors displaying livestock on their stand must contact the Society in advance of the Exhibition. Exhibitors will take full responsibility for the welfare of stock for the duration of the Exhibition.

## 18. Show Catalogue

- 18.1 The Society will normally publish an official catalogue to the Exhibition. The Exhibitor agrees to provide such information to the Society as is required by it in connection with the guide. The Society will not however have any responsibility for any omissions or errors which may be made in the guide unless such omissions or errors have been drawn to the Society's attention in writing by the Exhibitor by the dates which are specified in the Exhibition Manual.

## **21. Covid-19 Regulations**

21.1 Exhibitors will be required to adhere to all relevant Covid-19 guidelines applicable at the time of the Show and /or those required by the Royal Ulster Agricultural Society. All Exhibitors will receive notification of these as far in advance of the Show as is possible and these may be undated as government guidance changes. They may include, but not be limited to:

- Implementation of one way systems within trade stands
- Provision of hand sanitiser to appropriate standards
- The wearing of masks in enclosed areas
- Ensuring adequate social distancing within trade stand areas
- Hospitality on stands as per Government guidelines.

We recommend that you consider, when booking, how these types of Covid mitigation will affect your trade stand and ensure that you are confident that you can operate in a Covid secure way before making an application.

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## 19. Data Protection

19.1 The Society may disclose Data to third parties (including, without limitation, the Authorities) if it is under (or reasonably believes it is under) a duty to disclose or share Data in order to (1) comply with any legal obligation, or (2) enforce or apply the Contract or any other agreements relating to the Exhibition, or (3) protect the rights, property, or safety of the Society, its customers, or others. This includes exchanging Data with other companies and organisations for fraud protection and credit risk reduction and in connection with the show guide referred to in Condition 18.

The Royal Ulster Agricultural Society is committed to protecting your personal data and processing it only in accordance with legal requirements. Our GDPR Policy is available at <http://www.balmoralshow.co.uk/the-show/visitor-info/privacy-policy>. We process your personal data as it is necessary for the performance of our contract with you to facilitate your involvement and promotion at the Winter Fair. We will not transfer your data outside of the EEA (European Economic Area) and will not share your data with third parties except affiliated contractors of the event. Trade stand exhibitor list will also be circulated with members of the Press and published on our website. We retain your data in accordance with our retention schedule to simplify future applications. You have various rights in the data we hold including rectification and objecting to processing.

The data controller of the data is the Royal Ulster Agricultural Society and all queries in relation to the use of data should be directed to the Royal Ulster Agricultural Society.

## 20. General

20.1 If the Exhibitor commits any breach of its obligations under the Contract (and if the breach is remediable, fails to remedy it within a reasonable time) the Society may exclude the Exhibitor from the Exhibition and/or require the Exhibitor to leave the Venue immediately and shall (without prejudice to the other rights of the Society) be entitled at the Exhibitor's cost to remove the Exhibitor's Exhibits, property and personnel and any person to whom the Exhibitor may have issued a pass for the Exhibition from the Venue. The Society may at the Exhibitor's cost return the Exhibits and/or the Exhibitor's property to the Exhibitor at the address specified in the Booking Form or may destroy or otherwise dispose of the Exhibits or such property as the Society thinks fit.

20.2 Any notice, agreement, consent or approval to be given by or to the Exhibitor under the Contract must be in writing.

20.3 The Contract is governed by UK Law and the parties hereby submit to the exclusive jurisdiction of UK Courts.

20.4 No alteration, addition, amendment or waiver to the Contract shall be binding on the Society or the Exhibitor unless it is in writing and signed by a person duly authorised to do so by the Society and the Exhibitor.

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