



TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

Contract for Space means the stallholder application form for a trade stand and for the right to exhibit at Lancashire Game and Country Festival, to which these Conditions are attached.

Charges means the charges payable by the Exhibitor under the Contract.

Conditions means these Exhibitor terms and conditions and any variation to the same made from time to time.

Contract means the contract between Lancashire Game Festival Limited and the Exhibitor for the provision of trade stand space at the Site on the occasion of Lancashire Game and Country Festival.

Exhibitor means any person or body that enters into the Contract with the Organiser to exhibit at Lancashire Game and Country Festival.

Organiser means Lancashire Game Festival Limited.

Event of Force Majeure means, as regards a party, the occurrence of adverse weather conditions and other circumstances beyond the reasonable control of that party including, (without limitation) communicable diseases, industrial action, strikes, lockouts, blockades, riots, piracy, destruction of essential equipment by fire, explosion, storm, flood, earthquake, failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities, war, civil war, terrorism and similar risks, known or planned construction, alteration or repair work at a venue, failure or non-availability of means of teleconferencing or similar data communication links, customs seizure resulting from the handling of contraband or illicit trade, nuclear risks and chemical and biological weapons, financial or trading risks – such as financial default or failure, lack of support, finance or interest.

Stand means the pitch at the Site allocated to the Exhibitor by the Organiser for the purpose of exhibiting at Lancashire Game and Country Festival.

The Site means the area upon which Lancashire Game and Country Festival and its parking areas are situated, or any alternative site selected by the Organiser. In these Conditions, unless the context otherwise requires, word importing the male, female or neuter genders shall include the other genders; words in the singular shall include the plural and vice versa; and the headings are for convenience only and shall not affect the interpretation of these Conditions.

APPLICATIONS

1. ACCEPTANCE OF THESE CONDITIONS

(a) By applying to exhibit at Lancashire Game and Country Festival the Exhibitor confirms acceptance of these Terms and Conditions, and each Stand shall be allotted on that understanding. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Exhibitor to

the Organiser and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by the Organiser.

(b) Applications for a Stand shall be made on the Contract for Space so as to be received by the Organiser at its offices not later than 31st August 2016.

(c) Additions or changes to the stand space after the initial application has been made / accepted are at the discretion of the Organiser.

2. SIGNATORY

The person signing the Contract for Space on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such authority so to sign.

3. ACCEPTANCE

(a) Acceptance

As soon as possible after 1st August 2016 the Organiser shall inform applicants whether their application has been (a) accepted, (b) placed on the waiting list, or (c) refused. The Organiser reserves the right to refuse any application without stating its reasons for doing so.

(b) Exhibitor Allocation

The Organiser will endeavour to meet the requirements concerning any requests made by the Exhibitor for their stand allocation. However, the Organiser will not be held to these requests and these requests do not form part of the Contract for Space.

4. CHARGES AND PAYMENT

(a) In consideration of the provision of the Stand and of the grant of the right to exhibit in the Food Hall at the Lancashire Game and Country Festival, the Exhibitor shall pay the Charges to the Organiser.

(b) Payment

A payment for the FULL amount must be made by cheque and be sent WITH the application forms made payable to Lancashire Game Festival Ltd.

(c) Should an exhibitor be later declined, any payment already made will be returned.

PREPARATION FOR LANCASHIRE GAME AND COUNTRY FESTIVAL

5. EXHIBITS AND SUPPLIES

(a) The Site will be open for the reception of exhibitor supplies from 09.00hrs to 21.00hrs on Friday 9th September 2016. All stand display equipment of a heavy nature and those that require specialist erecting/assembly/delivery must be brought in during this period only.

The Exhibitor and his employees, contractors, agents and their respective vehicles shall use only the entrances and exits specified.

(b) On Saturday 10th September 2016 from 06.00hrs – 08.00hrs all exhibitor produce shall be brought in; exhibitor timings will be provided. Exhibitors not on time for the line-up will forgo their slot until a later time.

(c) The Organiser will NOT accept goods/services on exhibitor's behalf.

6. SITE PREPARATION AND CARE

(a) Pre- Festival day -The Exhibitor is permitted to employ his own contractors to supply and erect furniture, canvas screening, tables, chairs, floral displays and shell schemes at his own expense as he may require, but in so doing shall ensure that such contractors comply with these Conditions. Any major stand infrastructure work required MUST be carried out on Friday 9th September.

(b) Festival Day-Each Exhibitor shall report on arrival to the Lancashire Game and Country Festival vehicle line up area, will then be guided into the site and be shown the exact part of the Site allocated to him.

(c) Neither the Organiser nor its stewards shall be deemed agent of the Exhibitor or of any contractors of the Exhibitor.

(d) Waste water may only be emptied into suitable drains, or according to instructions given by the Organiser and it is the responsibility of the user of the water to obtain the instructions from the Organiser before emptying water bowsters/containers of more than 20 gallons.

(e) The Exhibitor shall ensure that no damage is caused to the ground, or fixed objects in his Stand or within the Site.

(f) The Exhibitor shall at all times observe the 5mph speed limit when within the Site.

7. SUMPS & WASTE

If the Exhibitor has unusual waste requirements (e.g. requiring private skips, displays including turf, bales, stone, logs, etc.) he shall first contact the Organiser. The Exhibitor may use any source of hire or equipment but responsibility for waste handling is exclusively retained by the Organiser in the interests of the public. No access during Lancashire Game and Country Festival will be permitted to any private contractor, whether for emptying sumps or tanks, servicing or the removal and emptying of skips, and any such requirements shall be met by official contractors arranged by and charged through the Organiser, and such cost will be recharged to the exhibitor. The Exhibitor shall be solely responsible for total clearance of the Stand and should the Organiser be required to do it the Exhibitor shall be liable to pay a remediation charge of £250.

8. OCCUPATION OF SPACE

(a) The Exhibitor shall occupy his Stand and have this completed and be ready for business by 09.00hrs on Saturday 10th and Sunday 11th September 2016.

(b) The Exhibitor shall not occupy any Stand other than that allotted to him. The Exhibitor shall ensure that all furniture, sign boards, and similar items are within the boundaries of his Stand and shall not obscure neighbouring stands. The Exhibitor shall not use the space beyond the front of his Stand in which to display merchandise or from which to sell.

(c) The Stand shall display the name of the Exhibitor to whom it has been allotted and shall not be sub-let, assigned or divided. No sharing of stands is permitted. No stand will be classed as booked until all payments have been made, the whole stand risk assessment and electrical requirements made, all participating businesses of the stand have submitted their hygiene certificates, insurance documents, and completed the additional information as per the Contract for Stand. See Contract for Stand.

STAND REGULATIONS

9. OPENING HOURS

Lancashire Game and Country Festival gates open for visitor arrivals at 08.45hrs each day. The Exhibitor is not however obliged to open their stands until 09.00hrs and the public opening hours for Lancashire Game and Country Festival other than catering run officially from 08.00hrs until 17.30hrs. Stands shall be manned by at least one adult competent representative of the Exhibitor between 09.00hrs and 16.30hrs.

10. SAFETY AND FIRE PRECAUTIONS

Guidance has been issued by the Health and Safety Executive for Agricultural Shows and similar events. Such standards are applicable to Lancashire Game and Country Festival, and the Organiser shall take the appropriate steps to ensure compliance. The following summary of major points should be taken as a minimum requirement. The Organiser may close down a Stand or exhibit (without refund or recourse) if the Exhibitor is in breach of any such (or any other) legal requirement concerning health and safety:

(a) All exhibits and stand structures shall be designed and built for safety, including allowance for unusually bad weather conditions.

(b) Any demonstration of machinery or plant shall take place in an area fenced securely from the public. Rope and post fencing shall not suffice for this purpose.

(c) (i) The Exhibitor shall procure that all gas appliances shall have been inspected and tested by a qualified person within 3 months before the start of Lancashire Game and Country Festival and that such appliances bear a label showing the date of test and the name of the tester together with their professional qualifications.

(ii) Spare LPG cylinders shall not be stored except in areas designated by the Organiser for such purpose.

(d) The Exhibitor shall procure that any electrical apparatus which will be connected directly to the mains, such as prewired marquees and display units, shall have been tested within 3 months of the start of Lancashire Game and Country Festival by a qualified person, and bear a label with the date of the test and the professional qualifications and name of the tester.

(e) The Exhibitor shall forward with their Contract for Space, maintain (and produce on demand evidence of) a health and safety policy and Site-specific hazard and risk assessment.

(f) All reportable injuries, accidents and events shall be reported to the Organiser as soon as possible.

(g) The officially appointed Safety Officer for Lancashire Game and Country Festival may be contacted at any time through an event official.

(h) The Exhibitor shall ensure he/she is familiar with the location of the fire extinguishers approved in advance by the Organiser. The Organiser may close any Stand which, in the opinion of its authorised inspector, is not adequately protected against fire or, for any other reason, constitutes an unreasonable fire or other hazard. At no time may a vehicle be parked inside or adjacent to a covered Stand. Fire extinguishers will be hired from the official contractor appointed by the Organiser.

(i) The Exhibitor shall ensure that any contractor engaged by him complies with all Site safety regulations.

11. SECURITY

(a) Property

(i) The Organiser is not responsible for the security or safety of exhibits or any personal effects or tools of trade belonging to the Exhibitor, its employees, the general public, agents or any contractors employed by the Exhibitor or of any structures on his Stand.

(ii) The Exhibitor shall make adequate arrangements for the protection of his goods from the time when they arrive on the Site until they are removed. The Exhibitor may sleep at night on his Stand.

(b) Identification - The Exhibitor shall ensure that any staff at the Site carry adequate personal identification.

(d) Hire - An Exhibitor who has hired any equipment via the Organiser is responsible for its maintenance and safe custody during the period of hire.

12. TIDINESS

The Exhibitor shall ensure tidiness on his Stand, and on the space in front of his Stand to a depth of 3 metres at all times and shall provide his own bins for waste.

13. NOISE RESTRICTIONS

The main festival area is in a residential area. Any Exhibitor during set up, found to be making excessive noise or disturbance on site will be required to leave the site immediately.

14. INSURANCE

The Exhibitor shall effect adequate insurance cover to the minimum sum of £2,000,000 in respect of loss or damage to its exhibits and any other property of the Exhibitor, his employees, directors, agents, visitors or sub-contractors which may be in or about the Lancashire Game and Country Festival, and its legal liabilities to the Organiser, its servants or agents or third parties arising out of or in connection with its participation in Lancashire Game and Country Festival. Such insurance will be effected with an insurer or underwriter of repute. The Exhibitor shall produce to the Organiser on submission of the stallholder application the policy or policies of such insurance and receipts for the premiums due in respect thereof.

15. POSTPONEMENT, CANCELLATION & FORCE MAJEURE

(a) The Organiser of the event reserves the right, at its reasonable discretion, to vary:

- the times of opening to visitors of Lancashire Game and Country Festival;
- the times of build-up and breakdown of exhibits;
- the location of the Site; and
- the date of Lancashire Game and Country Festival

(b) Subject to Condition 15(c), the Organiser shall not be responsible to the Exhibitor if and to the extent that an Event of Force Majeure prevents or restricts the Organiser from running Lancashire Game and Country Festival or carrying out any of its obligations in that connection.

(c) In the event of an Event of Force Majeure leading to Lancashire Game and Country Festival being cancelled or abandoned before it is due to start, there will

be no refund of the Charges, and the Exhibitor should insure against any additional losses incurred by cancellation or abandonment.

(d) Cancellation by Exhibitor - Stand Space

(i) In the event of cancellation by the Exhibitor received by the Organiser on or before 1st June 2016 the Exhibitor is liable for 25% of their stand fees as indicated on their completed Contract For Space.

(ii) In the event of cancellation by the Exhibitor received by the Organiser after 1st June and before 1st July 2016 the Exhibitor is liable for 50% of the total amount as indicated on their receipt.

(iii) In the event of cancellation by the Exhibitor received by the Organiser on or after 1st July 2016 the Exhibitor is liable for the full amount (100%) shown on their invoice.

(iv) Should an Exhibitor wish to withdraw from the event, the Exhibitor must write to the Organiser by registered post. Cancellations must be received in writing.

(f) In the event that an Exhibitor ceases trading, is liquidated or is in receivership or administration, this contract will be cancelled with immediate effect although the Exhibitor will remain liable for any outstanding charges. If another firm or company, or person takes over the assets or business of the Exhibitor and wishes to exhibit they must apply for space by completing a new stallholder application.

(g) Exhibitors may not cancel or change their stand space or any additional items ordered after 1st July 2016. No refund will be given if a cancellation is received after this date.

16. LIABILITY

(a) The Exhibitor indemnifies the Organiser against any and all loss, costs, expenses and liabilities caused by the Exhibitor's breach of these Conditions or by the negligence of the Exhibitor, its servants, agents or sub-contractors.

(b) Nothing in these Conditions shall exclude the liability of either party for all and any losses suffered by the other party in respect of death or personal injury caused by either party's negligence, and any fraudulent misrepresentation made by either party.

(c) Save in respect of any liability of the Organiser which may arise pursuant to Condition 16(b), which shall not be limited, the aggregate liability of the Organiser (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Exhibitor for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the Charges paid or payable by the Exhibitor. In no circumstances is the Organiser liable for any indirect or consequential loss by the Exhibitor.

17. VEHICLES

(a) The following rules on parking in the traders assigned car park/s apply:

- only vehicles displaying the appropriate windscreen label will be allowed into the stand area on the set up and festival days of Lancashire Game and Country Festival. Any vehicles found on Site not displaying the correct pass will be charged £25.

- any of the Exhibitor's (and its contractors') vehicles shall be parked within the white lined parking bays and NOT on any disabled bays. If disabled bays are parked within by an Exhibitor or any of its employees, agents or contractors, then they are liable to normal Lancashire Game and Country Festival parking charges and fines.

- the Exhibitor may not demonstrate vehicles outside his Stand during trading hours, nor operate vehicles, equipment or machinery likely to cause nuisance or inconvenience to the public or other exhibitors if not on the Food Hall main area.

- The Exhibitor shall keep the area external to the marquee, behind his Stand clear at all times.

- any vehicle incorrectly parked will be removed at the expense of the Exhibitor. The Organiser or its appointed contractors will not be responsible for any damage or inconvenience so caused.

- under severely adverse weather conditions it may be necessary to prohibit the entry of vehicles to the Stand area. Under these circumstances vehicles shall be parked in the forward area of the marquee and in such event the Exhibitor shall

be responsible for transporting employees, equipment and merchandise to their respective stands on foot.

18. LIVE EXHIBITS

(a) There will be NO live exhibits allowed on any Stand during Lancashire Game and Country Festival.

(b) The Exhibitor is to be responsible for complying with all laws and regulations having the force of law from time to time in relation to such matters.

19. CATERING ON STANDS

(a) NO FOOD FOR IMMEDIATE CONSUMPTION HOT OR COLD IS ALLOWED. Street Food Traders and drinks companies have already been contracted by the main organisers of this event.

(b) The Exhibitor shall comply with all applicable statutory hygiene requirements and shall co-operate with the local Environmental Health Officer or their designated representative.

21. WATER

There are several water points on site. Washing equipment which produces food waste should be carried out in the area assigned by the Organiser.

22. ELECTRICITY

(a) The Exhibitor may only obtain electricity direct from the Organiser's nominated electrical contractor. No private generators may be used anywhere near the Food Hall Marquee. Requests for power should be submitted prior to 1st August 2016, failing which the Organiser may impose a surcharge. The Organiser gives no guarantee that all power requests will be granted.

(b) The accuracy and freedom from fluctuation of the voltage supplied cannot be guaranteed. Exhibitors planning to use electronic equipment such as TVs or computers should consult the supplier of such equipment if in doubt. The Organiser accepts no liability in such regard subject to Condition 16(a).

(c) The Exhibitor shall ensure that no electrical appliances are placed or stored on his Stand unless the same has been P.A.T. tested within the period of 3 months or has been purchased within six months immediately preceding Lancashire Game and Country Festival. Receipts may be asked for in the case of new purchases.

(e) The Exhibitor shall make its supply point safe before dismantling its Stand. The Organiser may switch off any supply which appears to be unsafe or in need of attention.

23. SALE AND ADVERTISEMENT

(a) The Exhibitor shall not exhibit, sell or offer for sale or advertise any article at Lancashire Game and Country Festival, nor distribute handbills or leaflets, other than on the Stand allotted to him.

(b) Exhibitors wishing to use kites, gas-filled balloons and similar forms of advertisement shall not do so without first obtaining written permission from the Organiser.

(c). The Exhibitor shall remove any board, fascia or other advertising material on request of demand by the Organiser.

24. AUCTIONS

No auctions are permitted at Lancashire Game and Country Festival without the prior permission of the Organiser. All goods for sale shall be for sale at or after Lancashire Game and Country Festival by the Exhibitor or by his agent(s), or be purely for decorative or interest purposes.

25. COLLECTIONS

If the Exhibitor wishes to make appeals for contributions to its chosen charities funds, it shall first obtain written permission from the Organiser. If permission is granted, collections, tombola, raffles, etc., may only be conducted within the limits of the exhibitors own stand and in compliance with current applicable laws and regulation

26. PHOTOGRAPHY

No professional photography is permitted at Lancashire Game and Country Festival except by permission of the Organiser. Application for permission may be made to the Organisers.

27. PRICES

Exhibitor discounts and show offers shall apply throughout the period of Lancashire Game and Country Festival.

CONCESSIONS

28. WINDSCREEN PARKING PERMITS

Each Lancashire Game and Country Festival windscreen parking permit issued to the Exhibitor (marked 'Stand' and the Stand Name) entitles the vehicle on which the label is displayed to be parked in the traders car park, if space is available.

Windscreen parking permits are for directional purposes only and do not confer any right of entry.

29. ENTRANCE PASSES

(a) Only those vehicles displaying a windscreen parking permit are permitted to enter the festival Site and park within the marquee and bull ring Stand area for designated car park for set up on Friday 9th, festival weekend; Saturday 10th and Sunday 11th September 2016.

(b) Vehicles without the appropriate windscreen parking permit will not be permitted entry to the Site.

(c) The Exhibitor is wholly responsible for providing the members of his staff, contractors and private catering staff, where applicable, with the necessary Windscreen parking permits for the day of the festival.

30. REFUNDS

No refund shall be made to The Exhibitor, or his staff or representatives, who have arrived at the traders car park without their vehicle pass and will therefore have to pay the required fee as per the requirement of the public car park they use.

AFTER LANCASHIRE GAME AND COUNTRY FESTIVAL

31. BREAKDOWN

(a) The Exhibitor, its employees or contractors shall not begin to close up, take down or dismantle the Stand, or pack up any exhibits, until 17.30hrs on Sunday 11th September, and then only after the electricity had been made safe. **NO vehicle will be allowed to enter the main festival site until ALL general public have been cleared after 16.30hrs on Sunday 11th September.** It is therefore a requirement for all Exhibitors to assist the organisers in clearing the site of the general public to allow other fellow Exhibitors to tear down and leave.

(b) On the following day refuse collectors will clear their environs. The Organiser will not be responsible for any item of Exhibitor's equipment or merchandise left on the stand after the close of Lancashire Game and Country Festival. The Exhibitor shall leave his Stand entirely clear of litter and particularly of nails, pins, metal, glass etc., involved in the erection and dismantling of his Stand. If the Exhibitor leaves his Stand area in an untidy condition he will be charged the sum of £250 towards the extra cost of labour to clean up the area in question.

32. RECOVERY OF CHARGES;

(a) All outstanding charges shall be recoverable by the Organiser and until payment is made the indebted Exhibitor will be debarred from future Lancashire Game and Country Festivals and all events the Organiser is associated with.

(b) All payments and all other sums referred to in these Conditions are stated excluding Value Added Tax.

(c) The Exhibitor shall be liable for any reasonable and proper legal fees incurred by the Organiser in the collection of unpaid monies due.

33. GENERAL

(a) These Conditions are subject to alteration by the Organiser from time to time and the Exhibitor shall be bound by these Conditions as modified from time to time.

(b) In the event of an Exhibitor infringing any of these Conditions or any other regulations by which it has agreed to abide, or any subsequent modifications thereto, the Organiser may terminate the Contract and eject the Exhibitor, its employees, agents, contractors and goods from the Site without any liability to the Organiser or its representatives, nor shall such ejection release the Exhibitor from any payments or other obligations for which he may still be liable.

(c) If the Exhibitor employs an agent or sub-contractor, the Exhibitor shall procure that the Agent or sub-contractor (as applicable) complies with these Conditions

but the Exhibitor shall remain primarily liable to the Organiser for the performance thereof.

(d) No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement, web site or communication or made verbally by any of the Organiser's agents or employees shall be construed to enlarge, vary or override in any way any of these Conditions.

(e) The Contract shall in all respects be governed by and construed in accordance with English law and shall be deemed to have been made in England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

(f) No person who is not a party to the Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

(g) Each provision of these Conditions is severable and distinct from the others. If a provision of these Conditions is held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remainder of these Conditions shall not be affected.

34. ALTERNATIVE SITE

In the event that the Site or Stand space is changed or modified due to circumstances beyond the Organiser's reasonable control, the Exhibitor will be notified of the same as soon as is reasonably practicable.

35. **Exhibitor Alcohol Tastings/Sales: Strictly by invitation only.** All stallholders invited to sell alcohol will be required to apply for permission from the Organiser. To sell alcohol without permission is a criminal offence. Exhibitors must note that if applications are required to apply for a Temporary Event Notice it must be submitted no less than 10 working days before the event. We require all alcohol sellers to display Challenge 21 posters. In addition, we strongly recommend that stalls selling alcohol are overseen by a personal licence holder.