

**SATURDAY
13th JULY
2019**

CHETWYND DEER PARK
NEWPORT, SHROPSHIRE



www.newportshow.co.uk

Trade Section Application Form Conditions and Hire Charges

IMPORTANT

**ALL APPLICATIONS MUST BE RECEIVED BY THE SHOW
MANAGER NO LATER THAN 29th MARCH, 2019**

PLEASE NOTE:

**THIS FORM MUST BE COMPLETED IN FULL AND SIGNED
BY THE PERSON TAKING RESPONSIBILITY FOR THE TRADE STANDS**

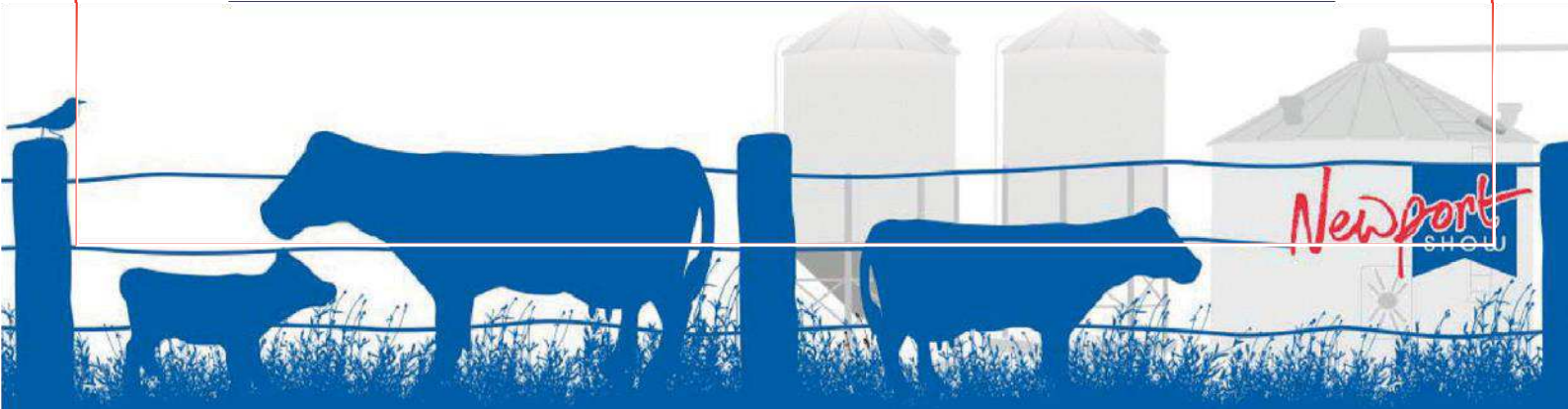
Incomplete applications will be returned and if not received by 29th March, may not be considered by the committee. Please submit full payment, a signed risk assessment and a photograph of your trade stand erected.

BACS payment – Lloyds Bank Sort code: 30-96-02 Account Number: 00562912

No Booking is confirmed until written confirmation has been received by the exhibitor, from the Society, after the closing date. Trade stands for which payment has not been received by 1st June, 2019 may be allocated to other exhibitors.

SERVICES

Hire of Marquees and Equipment
Water is available on the Showground
Electricity is not supplied. The Exhibitor would be expected to bring their own silent generator.



**Email: info@newportshow.co.uk · Telephone: 01952 810814 · www.newportshow.co.uk
Newport and District Agricultural Society · The Lodge · Chetwynd Deer Park · Newport · Shropshire · TF10 8EU**

Registered Charity Number: 1081748 · Company Number: 3884659 · VAT Registration Number: 489 2197 94

TERMS AND CONDITIONS

1. In these Terms and Conditions unless the context otherwise requires reference to singular includes reference to plural (and vice versa) reference to gender includes reference to other genders and the following expressions shall have the following meanings:- "Booking Form" the application form for trade space for the show completed by the Exhibitor; "Display Vehicle" any Exhibitor's vehicle and/or trailer and/or caravan which is used for display purposes within the stand on show day; "Exhibitor" the company, firm or person described as the Exhibitor in the Booking Form; "the Fee" the total amount payable by the Exhibitor to the Society for the Stand as shown on the Booking Form; "the Show" the show referred to in the Booking Form; "the Society" Newport and District Agricultural Society; "the Stand" the space at the Show to be occupied by the Exhibitor whether or not the Exhibitor uses the space for a stand as such and "Trade Vehicle" any vehicle not being a Display Vehicle used by the Exhibitor to transport property and people to and from the Show on show day.
2. Applications for space should be made on the appropriate Booking Form and should be returned to the Society by the closing date of 30th March 2018. 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.
3. The Booking Form is an application by the Exhibitor for a Stand at the Show. No booking is confirmed until written confirmation has been received by the Exhibitor from the Society after the closing date. The Society may refuse to accept any application for a Stand, (even if received prior to the final closing date for entries), cancel any allocation of a Stand which may have been confirmed previously where payment in full of the Fee has not been received by 1st June 2018, or cancel any allocation of a Stand which may have been confirmed previously where the entry is found to be unacceptable in the opinion of the Society. If, under this condition, an application for a Stand is refused or an allocation of the Stand is cancelled, the Society will repay (without interest) any instalments of the Fee paid by the Exhibitor to the Society and the Booking will be cancelled. 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 of the Show howsoever arising.
4. Where the Exhibitor withdraws or cancels the Stand reserved for it for any reason after 1st May 2019 but before 1st June 2019, it shall forfeit 20% of the Fee. If withdrawal or cancellation by the Exhibitor takes place on or after 1st June 2019 the Fee will be forfeited in full, even if the Stand is subsequently resold or reallocated. If for any reason the Exhibitor does not turn up on show day and use the Stand at the Show, the Society will be under no obligation to refund the Fee to the Exhibitor.
5. The allocation of position of the Stand rests entirely with the Society, although every endeavour will be made to meet any reasonable request by the Exhibitor regarding the position of the Stand and any special requirements.
6. The Exhibitor booking a Stand must apply and pay for sufficient space to accommodate the whole display, tent or marquee including guy ropes or protruding base plates, any Display Vehicle including tow bars and steps and sufficient room for manoeuvring onto the Stand without encroachment onto adjacent stands.
7. The Stand boundaries will be marked and the Exhibitors will remain within its allotted Stand space for the duration of the Show. 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. The Exhibitor may not assign its rights under the booking 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 associated with the business of the Exhibitor.
8. The Exhibitor is entitled to a certain number of exhibitor passes depending on the frontage in metres of its Stand. The entitlement is as follows – Up to 7 metres (2 passes), 8 to 9 metres (3 passes), 10 to 11 metres (5 passes), 12 to 13 metres (6 passes), 14 metres and over (8 passes). Exhibitor passes for the Exhibitor's catering staff are not issued free of charge. Additional entrance tickets may be purchased by the Exhibitor at pre-show prices prior to the Show. No refund will be given for lost, mislaid or unused exhibitor passes. The Exhibitor and any of its employees arriving at the Show on show day without the appropriate exhibitor pass will be charged, at the gate, the public admission prices.
9. The Exhibitor shall ensure that its Stand is set up by 9.00am on show day. The Exhibitor shall ensure that dismantling of its Stand does not commence before 5.30pm. The Exhibitor shall use its own resources to set up, operate and dismantle the exhibition on the Stand. The Society, its officer and servants or agents should not be expected to, nor are they obliged to, provide any assistance in this regard. If the Exhibitor's Trade Vehicle is driven down to the Exhibitor Stand to unload etc prior to 9.00am, a deposit of £20 per Trade Vehicle will be charged and a receipt will be issued. The deposit will be refunded at the gate on the main driveway, provided the Trade Vehicle is removed to the Main Car Park by 10.00am. No Exhibitor's Trade Vehicle is permitted to be driven down to the Exhibitor's Stand between 9.00am and 5.00pm. The Society strongly advises the Exhibitor to pass on this information to any drivers who are likely to be delivering to its Stand, in order that they are not caught unaware at the gate, as no exception will be made to this condition. The Exhibitor shall notify the Society, or indicate overleaf, the number of Display Vehicles which are being used for display purposes within the Stand booked, in order that windscreens may be issued. Unauthorised vehicles may be clamped.
10. After the Show, the Exhibitor must be removed its property from the Showground within 7 days of show day, after which time the gates will be locked. The Exhibitor is responsible for the full reinstatement of its Stand to the Society's satisfaction, otherwise the Society reserves the right to have the work undertaken and charged to the Exhibitor.
11. The Fun Fair area (including Bouncy Castle, Swings, Slides, Quad Bikes etc.) is franchised out by the Society. No Exhibitor may infringe on this and therefore no such entertainment is permissible on the Exhibitor's Stand. Subject to this franchise, the Society does not offer exclusivity to any Exhibitor, manufacturer and/or their products at the Show.
12. The Exhibitor is only permitted to distribute handbills or leaflets etc from its own Stand at the show. The Exhibitor may not encroach on the avenues or open spaces or do anything that may cause an obstruction. Shouting, heckling or other annoying behaviour to promote the sale of goods and services is forbidden. Charitable organisations are to note that no sale of tickets etc. shall take place outside the boundaries of the Stand. The Exhibitor shall not use sound amplification equipment, unless prior written permission has been obtained from the Society. Unless expressly indicated by the Society, no Exhibitor shall sell or offer for sale any food stuffs or beverages to members of the public.
13. The Society will use its best endeavours to ensure mains water will be available at stand pipes on the Showground.
14. The Exhibitor must be mindful of any risk that members of the public may be put to when visiting its Stand, and to take appropriate action. All Display Vehicles parked on the Stand must not be used for demonstration purposes and all keys must be removed. Chocks on wheels must be in place and handbrakes applied to exhibits otherwise secured. Hydraulics must be secured by either being parked in the "low" position, or by placing mechanical "scotches" to prevent downward motion.
15. Membership Subscriptions of £20 (one adult), £35 (2 adults), £41 (2 adults, 3 children) and £5 (Junior 5-15yrs, available with any adult membership) provides the benefits of membership for the number of people indicated, including free entry to the Showground and use of the facilities of the members' pavilion.
16. The Society takes all reasonable measures to ensure the health & safety of everyone present on the showground. For these measures to be effective, everyone must take all reasonable precautions to avoid and prevent accidents occurring and must obey the instruction of the organisers and all officials and stewards. The Society, its officers and servants or agents shall not be responsible for any loss, injury or damage however caused to the Exhibitor and the Exhibitor agrees to indemnify the Society in respect of any costs in connection with any claims made upon the Society as a result of action or omission of the Exhibitor or any employee of the Exhibitor. Each Exhibitor shall be solely responsible for any loss, injury or damage that may be done to, or occasioned by, or arising from, any animal, article or property exhibited or brought on to the showground by him and he shall indemnify and hold harmless the Society from and against all actions, suits, expenses and claims on account of or in respect of any such damage or injury which may be so caused or occasioned. Exhibitors must comply with all safety regulations within the Safety Statement of the Society, a copy of which will be provided to each Exhibitor by the Society before the Show. The Society recommends that each Exhibitor provides fire fighting equipment for its Stand. 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 employers' liability) and shall on demand produce to the Society a copy of the policy and evidence that it is in force and the insurers are not entitled to exercise subrogation rights to the Society.
17. In no circumstances will the Society be liable for any failure by it to perform any obligation under the arrangement between the Society and the Exhibitor arising as a result of circumstances beyond the reasonable control of the Society. Including for the avoidance of doubt cancellation of the show.
18. Exhibitor to deliver banner to show office by 5pm Wednesday before showday. The erection and position of the banner rests entirely with the Society. If a banner is moved without prior discussion with the Society, the Society reserves the right to remove the banner and no refund will be met. The Exhibitor is responsible for removing the banner after 5pm on showday.

