

# STREET FOOD APPLICATION FORM

## Newport Show Saturday 11<sup>th</sup> July 2020

Name of Business 'The Exhibitor'

Contact Name: Title..... Initial ..... Surname .....

Address.....

.....Post Code .....

Mobile No .....Telephone Number .....

Email address.....Website .....

Products to be Sold (please be specific)

All exhibitors must comply with the new fire regulations, which came into effect on 1<sup>st</sup> April 2007. All electrical equipment must have had a certified test to comply with the E.E. Regulations, which must be clearly identifiable. Any equipment not complying with the above standard will be subject to disconnection at the organisers' discretion.

- **You will pay us 20% of your proceeds on show day after 5:30pm in the Show Managers Marquee.**
- **No vehicle movement is permitted 9:30am-5.30pm.**
- **You will pay a £50 pitch fee electricity included**
- You will supply your own tables and chairs.
- Prices must be clearly displayed and correspond with price menu submitted.
- In the interest of all catering outlets at the show we require that all drinks are consistent across all units.
- **All packages include 2 exhibitor passes.**
- **Additional entrance tickets may be purchased on the form below**

STAND TYPE –				
___metres frontage width x ___ metres depth approx.				
<b>Please specify above your pitch size requirement.</b>	<b>You must submit a photograph of your stand.</b>			
HIRE FACILITY		Cost	Vat	Total
Electricity required – <b>please state required kw's.</b> <b>A £50 Pitch Fee to include electricity</b> Additional fees will be levied for overloading your requested electrical supply	<input type="checkbox"/> kw required	40.00	10.00	<b>£50.00</b>
Advance price additional entrance tickets per adult (available until midnight 7 <sup>th</sup> July 2019)		11.67	2.33	
<b>TOTAL COST</b>				

Please return with: Risk and Fire Assessment  Copy of public liability insurance  Gas Certificate if applicable   
Full Product and Price Menu  Electrical Certificate  Scores on Door  your local EHO Details

Once confirmation and invoice received from the Society Full payment can be made via BACS.

Lloyds Bank. Sort Code 30-96-02. Account No: 00562912. Quote Company Name

The Society reserves the right to decline applications and to maintain a variety of stands within the Street Food Section

**Closing date for Bookings in the Street Food Section – 27<sup>th</sup> March 2020. You are advised to keep a copy of this form**

I hereby confirm that I have read and understood the Terms and Conditions, and that I agree to abide by them. I agree to take a Trade Space in the Street Food Section as set out on this form, in accordance with the Terms and Conditions.

Signed.....Date.....

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 27<sup>th</sup> March 2020. 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 2019 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 2020 but before 1st June 2020, it shall forfeit 20% of the Fee. If withdrawal or cancellation by the Exhibitor takes place on or after 1st June 2020 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 2 tickets. 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. 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.**
9. 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.
10. 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.
11. 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.
12. The Society will use its best endeavours to ensure mains water will be available at stand pipes on the Showground.
13. 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.
14. 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.
15. 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.