



## EXHIBITOR APPLICATION FORM 2019 – 14<sup>TH</sup>-18<sup>TH</sup> AUGUST 2019

PLEASE COMPLETE APPLICATION FORM IN FULL (INCOMPLETE APPLICATIONS WILL BE RETURNED)

TRADING NAME (this will be used for signage):	
CONTACT NAME:  MOBILE NUMBER:	
ADDRESS	
WEBSITE	
EMAIL	
DESCRIPTION (for programme - 15words max.)	

Stand Type	Preferred location (state block)	Size of Stand	Flooring/Carpet - £9.50 per m2	Electric hook-up (500w) - £90	Total excluding VAT
Premium Shopping (PS1 – PS24)			Included	included	
Open Space (£15 + VAT per m2)					
Main Shopping (T33 – T52)					
Camping (£220 + VAT)					
Postage/Handling	<b>Stands payed for IN FULL before 30<sup>th</sup> May 2019 will be eligible for a 10% discount</b>				£3.95
VAT (20%)					
<b>TOTAL</b>					<b>£</b>

## Prices

<u>Stand Size</u>	<u>Price Exc. VAT</u>	<u>Price Inc. VAT</u>	<u>10% Discount (payment by 30<sup>th</sup> May 2019)</u>	
Premium 5x5 (Conical Units)	£1750	£2100	£1680 inc. VAT	Includes shell scheme, flooring, hook-up
Premium 3x3 (Conical Units)	£990	£852	£710 inc. VAT	Includes carpet, flooring, hook-up
5 x 5 Standard	£1499	£1798.80	£1439.04	Includes fascia board
3 x 3 Standard	£710	£852	£681.60	Includes fascia board

## PAYMENT DETAILS:

Please note – Open Space stands are for large item stands only (Horseboxes, trailers etc.) No shell scheme stands will be permitted to build outside the event provided shell scheme.

### Deposit:

- £300 + VAT due at the time of application.
- Please attach a cheque payable to Bolesworth Events LLP
- Alternatively, please call 01829 307676 to make a Card payment
- Deposit will not be processed should your application be unsuccessful
- **Please note, applications are not complete, and stand spaces are not secure until Deposit and all stated documents have been received.**
- **Trade stands paid for IN FULL, by the 30<sup>th</sup> May will be eligible for a 10% discount**

### Payment Balance:

- Full payment will be required by 31<sup>st</sup> July 2019, after which time, all unpaid stands will be released to the wait list.
- Unpaid accounts will not be allowed to set-up and trade
- On receipt of the balance a Trade Stand Information Pack, including passes and all associated information will be sent in advance of the show

## HEALTH AND SAFETY PAPERWORK:

- Please attach a copy of your (in-date) public liability insurance to the application
- Please complete a risk assessment for your stand and attach and return along with your application

**Please note – your application will be returned to you should it arrive without a deposit, copy of your risk assessment and public liability insurance.**

Please read the attached Terms and Conditions carefully, then sign date and print name below:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Contact Details:

Trade Stands, Bolesworth Events Show Office, Bolesworth Castle, Tattenhall, Cheshire, CH3 9HQ

## **Trade Stand Terms and Conditions**

### **1. APPLICATION FOR SPACE**

All applications for Trade Stand space must be made by completing the Trade Stand Application Form, which must be signed by the Exhibitor, such a signature being an acceptance of these Terms and Conditions. Such Application and these Terms and Conditions constitute the entire contract between Bolesworth Events LLP and the Exhibitor and may only be varied in writing being signed by the Exhibitor and an authorised representative of Bolesworth Events LLP. A deposit by cheque of £300 plus VAT is required at the time of application in order to secure your Trade Stand space as well as a copy of your risk assessment and public liability insurance. Your application will be deemed incomplete should it not arrive with all requested documentation. A separate application is required for each Trade Stand should an Exhibitor require more than one. The remaining balance will need to be paid by 31st July 2019. After receipt of payment of the outstanding balance a Trade Stand Information Pack will be sent.

### **2. GENERAL CONDITIONS**

**No space will be reserved until the completed Trade Stand Application Form, deposit, risk assessment and a copy of your public liability insurance have been received.** Bolesworth Events LLP reserves the right to refuse any application, and is not obliged to give any reason for such refusal. Bolesworth Events LLP also reserves the right to cancel any application which may have previously been accepted without any reason being given for such cancellation, in which case any fees paid will be refunded to the Exhibitor, but no other compensation damages or penalty will be payable to the Exhibitor. In the event of total cancellation of the event, any fees paid will be refunded to the Exhibitor, but no other compensation, damages or penalty will be payable to the Exhibitor.

### **3. ALLOCATION OF SPACE**

The allocation of space will be at the discretion of Bolesworth Events LLP, although every endeavour will be made to meet any request by an Exhibitor regarding the position of their Trade Stand. Under no circumstances will Trade Stands be allowed to use space beyond the Exhibitor's allocated area. Allocation of space is personal to the Exhibitor who shall not assign or transfer his/her rights, nor shall he/she sub-let any of the allotted space. Any Exhibitor found to have moved their Trade Stand without permission.

### **4. EXHIBITOR'S CANCELLATION**

If for any reason whatsoever a Trade Stand is cancelled by the Exhibitor, 50% of the total fees shall be refunded provided Bolesworth Events LLP is notified in writing not less than four weeks prior to the commencement of the event. Any later cancellation will result in the forfeit of the total amount of fees paid. Bolesworth Events LLP reserves the right in all such instances to re-let the space without accounting to the Exhibitor.

### **5. BOLESWORTH EVENTS LLP'S CANCELLATION**

Bolesworth Events LLP reserves the right to cancel the show, or the Exhibitor's use of the Trade Stand space for any reason (including, without limitation, by reason of a Force Majeure pursuant to clause 20). Bolesworth Events LLP shall notify the Exhibitor of the cancellation as soon as possible. The parties agree that the Bolesworth Events LLP shall not be in breach of these Terms and Conditions by virtue of that cancellation or abandonment, provided that the Exhibitor is provided a refund by Bolesworth Events LLP of up to 100% of the amount already paid by the Exhibitor for the Trade Stand space (to be amended where the Exhibitor has had some benefit of the space) Alternatively, the Exhibitor may have the opportunity to use another space at the same show (subject to availability) or another show organised by Bolesworth Events LLP (again subject to availability).

## **6. RESTRICTED GOODS**

The sale of jokes and tricks including any article containing or capable of discharging any noxious smell, noise, coloured spray, foam or other product that could be a nuisance or annoyance to any other person within the venue is not permitted. The sale of knives, catapults or any other type of weapon is not permitted. Exhibitors may NOT sell or donate either inflated or deflated balloons on the venue for reasons of animal safety.

## **7. FIRE AND HEALTH AND SAFETY PRECAUTIONS**

Trade Stands will be inspected by the Health and Safety Manager to ensure compliance with health and safety and fire regulations.

## **8. CATERING, FOOD AND DRINK**

Exhibitors are expressly forbidden by the Venue Proprietors to supply complimentary refreshments. We have a limited number of trade stand spaces available to sell certain types of food and drink consumables – please contact us for more information.

## **9. NUISANCE**

Exhibitors must not use any public address equipment. Bolesworth Events LLP shall have power to stop any activity which by reason of smoke, noise, smell or other nuisance is offensive to neighbouring Exhibitors or the public.

## **10. COLLECTIONS AND APPEALS**

Charitable or other institutions wishing to make appeals for contributions to their funds must first obtain permission from Bolesworth Events LLP.

## **11. ELECTRICITY**

If an electrical supply is required, please note this on your booking form.

## **12. WIFI / PDQ HIRE**

Please do not rely on gaining strong enough connection to the public wifi on site. We work in partnership for Wifi and PDQ hire and you are able to book this by completing the PDQ/Wifi hire form online by following the link on the Exhibitor page of our site. Please note that you will also need to book electricity should you require this service.

## **13. SECURITY**

Property of an Exhibitor remains on the venue at the sole risk of the Exhibitor. Bolesworth Events LLP will not be responsible for any loss or damage to Exhibitor's property. Exhibitors are advised to make their own arrangements for the security of their Trade Stands and to take out appropriate insurances. There is no facility for deliveries to be made by courier at the venue.

## **14. INSURANCE, METHOD STATEMENT AND RISK ASSESSMENT**

Exhibitors must have Public Liability Insurance cover for the period of time at the Venue. A copy of the Exhibitor's Public Liability Insurance Certificate, a Method Statement and Risk Assessment must be submitted at the time of booking otherwise your application will be deemed as incomplete

## **15. LIMITATION OF LIABILITY**

Nothing in these terms and conditions shall limit or exclude a party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, for fraud or fraudulent misrepresentation or for any other liability which cannot be limited or excluded by law. Subject to this, under no circumstances shall a party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise loss of revenue or anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, loss of profits or anticipated profits, wasted expenditure or any indirect or consequential losses, and Bolesworth Events LLP's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with these terms and conditions shall be limited to the total amount of paid by the Exhibitor, as set out on application form.

## **16. FORCE MAJEURE**

"Force Majeure" means any circumstance not within a party's reasonable control including, but not limited to, act of God or governmental act, flood, fire, explosion, accident, civil commotion, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors, or transportation or communications problems, or impossibility of obtaining materials. Provided it has complied with its obligations under this clause 20, if a party is prevented, hindered or

delayed in or from performing any of its obligations under this agreement by a Force Majeure (hereafter called the "Affected Party"), the Affected Party shall not be in breach of these terms and conditions or otherwise liable for any such failure or delay in the performance of its obligations. 6 The Affected Party shall, as soon as reasonably practicable after the start of the Force Majeure, notify the other party in writing of the Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Force Majeure on its ability to perform any of its obligations under the agreement and use reasonable endeavours to mitigate the effect of the Force Majeure on the performance of its obligations. If the Force Majeure prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 days, either party will be entitled to terminate this agreement by 14 days notice in writing.

## **17. TERMINATION**

**Non-payment** Without prejudice to any other rights and remedies, Bolesworth Events LLP shall be entitled to immediately terminate the agreement for Trade Stand space with the Exhibitor on giving notice in writing to the Exhibitor if the Exhibitor fails to pay any part of the fees for the Trade Stand in accordance with these Terms and Conditions and Bolesworth Events LLP has given written notice that such payment is overdue and the Exhibitor has not paid the outstanding amount in full within fourteen (14) days of the date of such written notice.

**Mutual Rights of Termination** Without prejudice to any other rights or remedies of either party, the agreement for Trade Stand space may be terminated upon giving notice in writing by either party to the other, if any of the following events occurs a) the other party commits a material breach of any provision this agreement which is not remediable or, if remediable, is not remedied within twenty-eight (28) days after the nonbreaching party has given written notice to the breaching party requiring such breach to be remedied; b) the other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

**Consequences of Termination** Any termination of the agreement for Trade Stand space shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into force or continue in force on or after such termination.