

## 1. Definitions

1.1) In this contract the following definitions shall have the following meanings:

**"the Contract"** The agreement between the Organiser and the Exhibitor comprised by these terms and conditions (with any modification as may be agreed in writing) and the booking form (if used). Telephone bookings are accepted subject to these terms and conditions.

**"the Authority"** The relevant District or County, Council or Metropolitan Borough Council; the relevant Fire Brigade; the relevant Police Department; the Home Office, HM Customs & Excise and any other relevant Government Department or body or any other competent authority having jurisdiction in respect of the locality in which the Fair Venue is located or any activity connected with the Fair.

**"the Charges"** The total fees payable for the Pitch or Pitches.

**"the Fair"** The Fair described on the booking form or for which event the parties have agreed to contract.

**"the Fair Venue"** All the buildings, land, premises and facilities located at the fair.

**"Fair Manager"** The person or persons so designated by the Organiser.

**"Exhibitor"** The person named on the booking form or the person allocated a Pitch.

**"the Pitch"** Shall, unless otherwise specified, include any stand or space only site or other area made available and allocated to the Exhibitor.

**"the Organiser"** iacf together with all its personnel and agents.

**"the Owner"** All persons having any proprietary right or interest in or over the Fair Venue (or any part thereof) from whom the Organiser must obtain the right and necessary consent or approval to use the Fair Venue for the Fair.

**"Person"** Includes any individual, company, sole trader, partnership or other legal entity.

1.2) Clause headings in these terms and conditions are for ease of reference only and shall not be taken into account in construing these agreements.

## 2. Compliance with requirement with the Authorities and the Law.

2.1) In addition to these terms and conditions, the Exhibitor must comply with the requirements of the insurance policies of the Owner and the Organiser and all other provisions in force from time to time applicable to the Fair, the Exhibitor and/or any of the sale goods, displays or services the Exhibitor wishes to include in the Fair and where applicable with any regulations issued by the Owner in force at the time of the Fair.

2.2) Exemptions from any of the terms and conditions may be granted at the Organiser's discretion. No exemption given by the Organiser will be effective unless it is in writing.

## 3. Nature of the Contract

3.1) No Pitch will be reserved or treated as allocated and no Contract shall exist until the Exhibitor has paid the charges in full.

3.2) The Contract constitutes a licence and not a tenancy. The Organiser reserves the right at any time to make such alterations to the plan of the Fair as may, in its opinion, be necessary in the best interests of the Fair as a whole.

## 4. Organiser's liability - cancellation of the Fair, force majeure etc

4.1) The Contract shall continue in full force and effect and the Organiser shall be under no obligation to repay the Charges paid or payable by the Exhibitor and shall be under no liability to the Exhibitor whatsoever as the result of the happening of any of the following events:

(a) the Fair being abandoned, cancelled, postponed, suspended (in whole or in part) or otherwise adversely affected by reason of any act of God, war, fire, flood, emergency, drought, labour, dispute, trade dispute, terrorist act, threat of terrorism, strike, lock out, civil disturbance, accident, the non-availability of the Fair Venue or any other cause not within the Organiser's control;

(b) any changes in requirements of any Authority or the Owner in respect of the Fair;

EXHIBITORS ARE URGED TO SEEK APPROPRIATE INSURANCE COVER IN RESPECT OF THE CONSEQUENCES OF THE FOREGOING RISKS.

4.2) The Organiser shall be entitled to exercise all or any of the rights, powers or discretions conferred on it by these terms and conditions without assigning any reason and (unless otherwise provided) in such a manner as, in the Organiser's view, is in the best interests of the Fair. In no circumstances shall the exercise by the Organiser of any of these rights, powers or discretions give rise to any claim against it.

4.3) The Organisers reserve the right to change the dates and/or location of a fair.

## 5. Exhibitors' liability on cancellation

5.1) All requests for cancellation must be submitted to the Organiser in writing and depending on when the same is received by the Organiser:

(a) Pitch cancelled before due date for cheque presentation or credit card authorisation: no charge;

(b) Pitch cancelled after 1 calendar month before the fair or due date for cheque presentation/credit card authorisation:

NO REFUND OR CREDIT WILL BE GIVEN;

5.2) Pitch booked after the 1 calendar month payment date will not receive any refund or credit should they cancel their booking.

## 6. Entitlement to occupy the Pitch

In no circumstances will any Exhibitor be permitted to occupy a Pitch if the Charges have not been paid in full. Should any Exhibitor be prevented from occupying its Pitch for this reason the whole of the Charges due under the Contract shall be recoverable forthwith by the Organiser. The Organiser shall be entitled to utilise the Pitch allocated to such an Exhibitor in such a manner as the Organiser thinks fit.

## 7. Use of Pitch/no sub-letting etc

The Organiser reserves the right to refuse to admit or to expel from the Fair Venue any Exhibitor who utilises a Pitch for a purpose which (in the opinion of the Organiser) is inconsistent with the integrity of the Fair as an Antique and Collectors Fair.

## 8. Right of entry

The Organiser and the Owner and those authorised by them respectively have the right to enter the Fair Venue and Pitch at any time to carry out inspections, execute works, repairs and alterations and for all other purposes. No compensation will

be payable for damage, loss or inconvenience caused by the reasonable exercise of this power.

### 9. Admission to the Fair and Ticket Arrangements

9.1) The Organiser reserves the right to refuse to admit or to expel from the Fair Venue any person at any time notwithstanding that person's possession of a valid ticket and the Organiser will not be obliged to refund any Charges paid.

9.2) Each pitch entitles entry for 2 exhibitors and one vehicle.

9.3) A receipt for payment will not be acknowledged unless specifically requested. All passes will be sent to Exhibitors with receipt 10-12 days before the Fair opening date but only if the Charges have been paid in full. Each vehicle pass will admit 2 people travelling in that vehicle. If you travel separately you must advise the office in advance. For late bookings and where some or all of the Charges remain unpaid documentation will be retained and can be claimed at the gate upon payment of any balance due in cash as the case may be. If documents do not arrive or are incorrect, do not delay, please call the Organiser's office.

9.4) The Organiser will not issue duplicate documents under any circumstances even if lost or delayed in the post. An Exhibitor who does not receive documentation must telephone to confirm the booking and will be required to pay the Charges again in full upon arrival at the Fair. Following the Fair the Exhibitor whose documents have been delayed must submit to the Organiser both sets of tickets and request a refund. A refund will then be issued in the Organiser's sole discretion.

### 10. Gangways/aisles

10.1) It is the responsibility of the Exhibitor to ensure that gangways adjacent to its Pitch are kept free from obstruction during the whole of the time the Fair Venue is open for the purposes of the Fair and so far as practicable during the setting up and dismantling of the Fair. IACF is not liable for damage to any stock that is left outside the parameter of an exhibitors pitch.

10.2) The Organiser reserves the right to remove obstructions to the gangways and aisles and no compensation will be payable for damage, loss or inconvenience caused by the reasonable exercise of this power. In cases of serious or persistent breach, the Organiser may also exclude the Exhibitor or terminate the Exhibitor's Contract.

### 11. Delivery and removal of sale goods, displays and fittings

11.1) Prior to the opening date the Organiser will notify Exhibitors of the times prior to the opening time and following the closure of the Fair when goods for sale or display may be received at the Fair Venue or removed from it. Only those entrances and exits specified by the Organiser may be utilised. Exhibitors must accept as final the ruling of the Organiser with regard to the short and long term parking of delivery and other vehicles.

11.2) In the event that the Organisers or the Authorities shall require a vehicle to be removed by the Police then Exhibitors are deemed to consent to the same and the Organiser shall accept no responsibility for any damage, fines or charges thereby caused or incurred.

11.3) Empty boxes, packing and storage crates may not be stored at the Fair Venue if this is against Authority regulations.

### 12. Conduct of Exhibitors

12.1) The Exhibitor must conduct itself in such a manner as shall not in the view of the Organiser cause disturbance to any other Exhibitor, any visitor or the Organiser and shall not create any disturbance, loud noise or obstruction or behave in a way which in the view of the Organiser is unnecessary or unacceptable.

12.2) Any person who does not comply with these requirements shall be liable at the discretion of the Organiser to be removed from the Fair Venue and refused re-admission during the period of the Fair.

### 13. Risk and insurance

13.1) Each Exhibitor attends the Fair entirely at their own risk.

13.2) The Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise) arising in connection with the erection or dismantling of the Exhibitor's Pitch and anything permitted, omitted or done thereon or therefrom during the period of the Fair or during the construction and dismantling period. IACF has a limited liability of £250 so we advise exhibitors to arrange their own insurance.

13.3) The Organiser will take such precautions as it may consider appropriate for the proper running of the Fair but will not at any time be responsible for the loss of, or damage to, or safety of any Pitch, sale goods or displays or other Property of an Exhibitor, or any other person under any circumstances.

13.4) The Exhibitor shall do nothing to jeopardise the current insurance policy or policies of the Fair Venue or the agreement between the Organiser and the Owner regarding the use of the Fair Venue and the Exhibitor shall in all cases comply with any requirements of the Fire Officer or other Authorities concerned.

### 14. Dangerous materials, appliances and electrical equipment

No naked lights, oil lamps or temporary gas or electrical fittings may be used at the Fair Venue in the selling area and only British Standard approved appliances for use in caravans may be used therein. The Organiser reserves the right to confiscate any appliances it considers to be a danger or potential danger and any appliances so confiscated will only be returned to the Exhibitor upon departure from the Fair. All electrical equipment should be PAT tested.

### 15. Catering/entertaining

Other than in respect of a Pitch designated for the provision of food, all articles for human consumption whether for eating, drinking or smoking (other than for personal consumption by an Exhibitor) within the Fair Venue or which are dispensed or given away must be obtained from official caterers.

### 16. Rubbish

In the general interests of the Fair, Exhibitors must ensure their Pitches are at all times kept clean and free from rubbish to the satisfaction of the Organiser. Exhibitors may be liable for additional costs if they leave electrical items or an excessive amount of rubbish on their pitch.

**17. Failure of services**

Where the supply of services is interrupted for reasons outside the Organiser's reasonable control, the Organiser shall not incur any liability to an Exhibitor for any losses, costs or damage if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any rebate or allowance in respect of the Charges due or paid under the Contract.

**18. The Pitches**

18.1) An indoor Pitch (which may be referred to in the booking form as a 'table') will be provided with:

- (a) 1.83 metres x 0.76 metres table - no chairs at Newark; 6ft x 2ft 6in at all other fairs.
- (b) access to power points and overhead lights (unless otherwise stated);
- (c) extra tables may be available for hire on site on the payment of a hire charge for £5.00 inclusive of VAT and a £44 refundable deposit

18.2) A furniture Pitch shall consist of approximately 13 square metres of marked out space (unless otherwise stated) but no tables or chairs are provided.

18.3) An outside Pitch shall consist of an area no smaller than 8 metres x 4 metres (7 metres x 6 metres at Swinderby) which shall not only accommodate the Exhibitor but also the Exhibitor's vehicle or vehicles. Should an Exhibitor's vehicle not fit within the Pitch space then the Exhibitor must pay for the necessary number of pitches if available or remove the vehicle.

18.4) A Marquee Pitch will be of varying sizes from 6.10 metres to 61 metres x 12.20 metres depending on the size contracted. Security is the responsibility of the Exhibitor.

**19. Removal by Exhibitors**

19.1) Exhibitors are responsible for the complete removal from the Fair Venue of all sale goods displays and other materials together with all waste and rubbish in accordance with the directions of the Organiser. Should any Exhibitor fail to remove any of the foregoing within the time stipulated by the Organiser then the Organiser shall be entitled but not obliged to remove and dispose of all such items without liability to the Exhibitor who shall be liable to indemnify the Organiser in respect of all costs and expenses thereby suffered or incurred.

19.2) The Organiser reserves the right to specify the time at which individual Pitches shall be cleared.

19.3) Notwithstanding instructions issued specifically for the closure of the Fair, security of sale or display goods, Pitch furniture and all property of Exhibitors at all times including during the dismantling period is wholly the responsibility of the Exhibitor and the Organiser will not be responsible for any loss or damage suffered or incurred.

**20. Indemnity by Exhibitors**

The Exhibitor shall indemnify the Organiser from and against all actions, expenses, costs, charges or claims which the Organiser or any of its contractors may become liable for in consequence of damage or injury to any person or property occasioned by or arising out of the act, default or negligence of the Exhibitor or any other person or persons under its direction.

**21. Exclusion from the Fair and termination of Contract**

Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the Fair or upon termination of the Contract howsoever arising, the Organiser shall be entitled to enter a Contract with some other person to occupy the Pitch.

**22. Invalidity governing laws etc**

22.1) The Contract shall be governed by and constructed in accordance with the laws of England.

22.2) No failure or delay by any person in exercising any right, power or privilege under these terms and conditions shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

**23. Grievance procedure**

It is inevitable from time to time problems do arise and it is the Exhibitors' responsibility to bring these to the Organiser's attention in early course so that matters can be investigated contemporaneously and dealt with appropriately.

23.1) The Exhibitor should immediately report any complaint to the Organiser by attending at the Organiser's office at the Fair Venue.

23.2) If the Exhibitor feels that any problem has not been satisfactorily resolved at the Fair Venue then the Exhibitor should expeditiously write to the Managing Director or the Organiser setting out clearly and precisely the matter complained of whereupon it will be investigated and dealt with appropriately.

**24. Discounted Pitch Price**

24.1) The exhibitor must have attended 5 or 6 fairs at Newark, Shepton or Swinderby, 6 or 7 fairs at Ardingly, or 4 or 5 fairs at Newbury to qualify for the discounted price. The exhibitor must book a minimum of 5 fairs at Newark, Shepton or Swinderby, 6 fairs at Ardingly or 4 fairs at Newbury in 2015 by 17th November 2014 in order to qualify for this offer. Any booking forms received after this date will not be eligible to pay the Discounted Pitch Prices.

24.2) In the event of any cancellation: (a) Future bookings will revert back to the current rate. (b) The difference between the current and discounted rate will become due for all completed fairs. (a) Failure to comply with clause 24.2 (b) will make the exhibitor ineligible for future discounts.

**25. Sale of particular items**

IACF reserve the right to ask an exhibitor to remove any items from their stand that are not acceptable or that may cause offence.

**26. VAT**

The company has been instructed by HM Customs & Revenue to treat pitch rentals as subject to standard rate VAT. Subject to the outcome of an appeal by the company against this ruling, any pitch rentals paid will be treated as inclusive of VAT at the currently prevailing standard rate. In the event of the company being successful in its' appeal, then subject to any agreement or undertakings with HM Revenue and Customs, the company will undertake its best endeavours to negotiate a credit of all or part of the additional amount charged in respect of VAT.