

**To ensure a speedy application, please complete this form by typing in the fields provided before printing.**

Name ..... Business Name .....

Website ..... Email .....

Address .....

Post Code .....

Telephone ..... Mobile .....

Product Details .....

**STAND TYPES** All stands have 3m frontage and are 3m deep.

**DEPOSIT SYSTEM.** Rolling deposit £400.00. **(PLEASE SEE TERMS AND CONDITIONS)**

**Payments**

BACS a/c No: **43465470** Sort Code: **20 98 61** Barclays.

Cheques payable to: - **HEART OF ENGLAND PAVILIONS**

**Cancellation**

Should the applicant wish to withdraw his application, this must be done in writing 8 weeks prior to the event (**subject to a 25% cancellation fee**). After this date the **full stand fee** will be charged.

**Caravans** Must be booked directly with each Show.

Event	Date	Price	Stand Size	Number of Stands
Royal Welsh Spring Festival	May 19 – 20	£465.00	3 x 3 m	
Highclere Country Show	May 27 – 28	£465.00	3 x 3 m	
South of England Show	June 7 – 9	£685.50	3 x 3 m	
Lincolnshire Show	June 20 – 21	£465.00	3 x 3 m	
Yorkshire Show	July 10 – 12	£850.00	3 x 3 m	
Royal Welsh Show	July 23 – 26	£650.00	3 x 3 m	
The Lowther Show	Aug 11 – 12	£465.00	3 x 3 m	
Chatsworth Country Fair	Aug 31 – Sept 2	£650.00	3 x 3 m	
Midland Game Fair	Sept 15 – 16	£600.00	3 x 3 m	
Malvern Autumn Show	Sept 29 – 30	£465.00	3 x 3 m	

Special Instructions .....

**I have read and accept the terms and conditions of exhibiting with Heart of England Pavilions 2018**

Signature ..... Date .....

HEART OF ENGLAND PAVILIONS LTD. THE OLD TOLL HOUSE, 1 DROITWICH ROAD, WORCESTER, WR3 7LG.

**TELEPHONE: 01905 21702**

**Email:** info@heartofenglandpavilions.co.uk

**website:** www.heartofenglandpavilions.co.uk

# **HEART OF ENGLAND PAVILIONS LTD CONDITIONS AND REGULATIONS 2018**

## **1 • APPLICATION PROCEDURE IN 2018**

We will continue with our £400 NO VAT rolling deposit system. All bookings must be made on our event application form and posted to us together with your deposit cheque Of £400, a copy of your public liability insurance and PAT test certificates. Applications may not proceed without this payment and documentation.

## **2 • WHERE APPLICATIONS ARE NOT ACCEPTED**

by this Organisation, for whatever reason, the deposit will be returned to the applicant in full. There are a limited number of spaces available per category, which will be allocated on a first come, first served basis. However, consideration will be given to the size of marquee and number of Exhibitors at the Event when deciding on these limits.

## **EXHIBITORS ADDING EXTRA PRODUCTS**

to their stand to those initially approved and listed on their Application Form will be asked to remove such items from their stand.

## **3 • PAYMENT SYSTEM**

Following receipt of the Application Form and deposit cheque invoices for each event will be sent out for payment no later than 6 weeks prior to each Event.

## **ANY PAYMENT NOT RECEIVED BY THIS DATE WILL INCUR A 10% PREMIUM**

**3A) • DISCOUNT** Exhibitors will only qualify for discounts if they have booked the required number of shows and paid the £400 rolling deposit to Heart of England.

## **ANYONE BOOKING 5 OR MORE SHOWS WILL RECEIVE A 5% DISCOUNT.**

## **ANYONE BOOKING 10 OR MORE SHOWS WILL RECEIVE A 10% DISCOUNT.**

All discounts will be given at the time of invoicing. If discount is given but the qualifying number of shows is not achieved then, a balancing invoice will be raised to recover the discount already given and the amount will be taken from the rolling deposit prior to it being refunded.

## **4 • CANCELLATION**

Should the applicant wish to withdraw his application, this must be done in writing 8 weeks prior to the event **(subject to a 25% cancellation fee)**. After this date the **full stand fee** will be charged.

## **5 • POSTPONEMENT OR ABANDONMENT**

In the Event of all or part of the Exhibition being postponed or abandoned or in the Event of failure or curtailment of any of the supplies, services or facilities afforded to Exhibitors due to strikes, lock-outs or other circumstances beyond the control of the Organisers, the Organisers shall be under no liability in any way whatsoever in respect of any expenditure, liability, damage or loss sustained or incurred by Exhibitors and shall be entitled to retain all sums paid to the Organisers or such percentage thereof as the Organisers may in their absolute discretion consider necessary to cover the expenses Incurred in connection with the Exhibition. The Organisers shall not be liable for any loss, damage or expense which Exhibitors may sustain or incur by reason of any Authority intervening and preventing or restricting the use of the Exhibition premises or any part thereof in any particular manner. In the Event of any Incident which precipitates the closure either in whole or part of any section or sections of the Exhibition, the Organisers will not be held responsible for any curtailment of promotional facilities resulting in a possible reduction of sales or opportunity. We recommend you take out your own insurance for this eventuality.

## **6 • COMPANY TITLE**

The title originally declared on the application form shall at all times remain the title under which the Exhibitor will exhibit his products. In accordance with The Business Names Act 1985, all Exhibitors must display their Business Name in any place where they carry on their business and must display the Business Name on any receipts and/or order forms. Additionally, Exhibitors must immediately disclose and supply in writing their Business Name and business telephone number to any person they are conducting business with.

## **7 • STAND SCREENING**

Heart of England provides side screens at most shows but it is the exhibitor's responsibility to provide their own backdrops.

## **8 • SUB-LETTING**

Under no circumstances will sub-letting of space or accommodation be permitted.

## **9 • SALES & PRODUCTS**

**a)** Sales are only permitted on the trading space allocated. No Exhibitor may employ perambulating agents for the sale of goods off the allocated trade space.

**b)** Exhibitors are only permitted to sell the items listed on the Application Form unless prior agreement is made with the Organiser.

## **ORGANISER RESERVES THE RIGHT TO INSTRUCT ANY EXHIBITOR TO REMOVE UNAUTHORISED PRODUCTS.**

All items must be listed and fully described on the application form, for instance; "scarves" must be described as 'silk' or 'embroidered' or 'woollen' or 'pashminas' or 'shawls' and NOT collectively as "scarves" otherwise your application will be delayed and returned to you for correction: Another instance is "fashion jewellery" must be described fully as: - gold, silver, sterling silver, beads semi-precious, glass, shell, amber, etc.

**c)** Pitching, marketeering, mock auctions, street market calling and shouting in marquees or anything similar marketeering, **ARE PROHIBITED.**

## **10 • EXCLUSIVE RIGHTS**

No single Exhibitor will receive exclusive rights for the sale of a particular commodity in the Event. The Organisers reserve the right to limit the space given to any single type of commodity.

**b)** Whilst every effort will be made to accommodate specific requests with regard to stand positions, for operational reasons Heart of England reserves the right at it's sole discretion to allocate all stands.

## **11 • ATTENDANCE ON STANDS**

Unless the Organisers give their written agreement to the contrary, all exhibits must be on view and in the charge of a responsible and competent representative of the Exhibitor during the whole of the period that the Exhibition is open.

## **12 • NOISE**

No public address system, generators or electric amplification shall be operated from any trade stand or exhibition without the prior consent in writing of the Organisers. No noise shall be created on a trade publicity stand or exhibition audible at a level likely to cause distress or concern to traders or to the general public.

## **13 • INSURANCE**

Each Exhibitor shall assume complete responsibility for the insurance of his property and make arrangements to guard against its loss or damage whatsoever its cause. Exhibitors shall ensure their own Public Liability cover. The

Exhibitor will assume responsibility for the erection and assembly of his exhibits and such operation shall be under his control. It is also the responsibility of each Exhibitor both to ensure and insure the safety of himself his servants and all of his and their property before during and after the Exhibition. At no time will the Organisers be held responsible for the loss of or damage to any exhibit or property or item associated therewith.

#### **INSURANCE OF PROPERTY**

**a)** The Organisers its officers and servants shall not be responsible to any person whatsoever whilst upon the Showground or Event premises or whilst entering or leaving the same for personal injury fatal or otherwise suffered by such person unless due to any act of neglect by the Organisers or its servants. Exhibitors will be wholly responsible for any claim or action in respect of any such injury suffered by any person or persons whom they may employ or engage

**b)** The Organisers their officers and servants shall not be responsible to any person whatsoever for any damage theft or other loss however caused in respect of any exhibits or other property in transit to or from the Event or throughout the duration of the Event period day or night.

**c)** Exhibitors shall indemnify the Organisers from and against all claims and actions in respect of any personal injury whether fatal or otherwise, damage, theft or other loss which may be caused or occasioned in connection with the event and against all costs and proceedings arising there from.

**d)** The Organisers, their officers or servants shall not be in any way responsible or accountable for anything that may happen (from any cause or circumstances whatever) to visitors, members, exhibitors or their servants or to any trade stand, exhibit or animal or property brought to or used at the Event unless due to any act of neglect by the Organisers or their servants.

**e)** Exhibitors are required to produce satisfactory evidence that he/she has a Public liability Insurance Policy. The Policy must **(1)** Provide a minimum limit of indemnity of £5,000,000 against any one claim or series of claims attributable to any one cause arising out of this Event or from the use of the Land or Premises. **(2)** Indemnify the venue owner against possible claims arising out of the use of the venue.

**(3) EXHIBITORS MUST FORWARD A COPY OF THEIR PUBLIC LIABILITY INSURANCE POLICY TO THE ORGANISER AT LEAST 8 WEEKS BEFORE THE EVENT. FAILURE TO DO SO WILL RESULT IN THE EXHIBITOR BEING UNABLE TO ATTEND THE EVENT.**

#### **14 • EXHIBITORS' LIABILITY**

The transportation and installation of all his exhibits shall be the sole responsibility of the Exhibitor and the Organisers will not be held liable for any damage to or loss of Exhibitors' property, effects or exhibition material. The foregoing clause shall also apply to the property and effects of any employee or servant of his whether or not they are in receipt of payment for such service. Exhibitors shall also be held responsible for any damage caused by them to any structures, fixtures and fitting, permanent or temporary in the Event. Barriers and other structures erected by the Organisers shall remain intact at all times, before during and after the Event.

#### **15 • EXPULSION OF PERSONS**

The Organisers have the right to expel any person or persons whose presence in the Exhibition is, in their opinion, prejudicial to the interests of the Exhibition.

#### **16 • STAND CLEANING /CONDUCT/SAFETY**

Exhibitors are responsible for the good order, safety and cleanliness of their own stands. No signs, stands, fittings or products may project beyond the exhibitor's frontage or obstruct an adjoining stand. No Exhibitor or other person shall fix any placard or advertisement to any part of the Event area, except their own stand without written authorisation from the Organisers.

#### **17 • FIRE PRECAUTION**

**a)** All electrical equipment must meet the necessary British Standard requirements, and total wattage must not exceed the stated 500 watts for HoE events. Equipment disrupting the marquee supply, and equipment not meeting the required standard, will be removed from the stands.

**b)** All stands and fittings must be flame retardant.

**c)** Primus stoves or other naked flames are not permitted.

**d)** Exhibitors are not permitted to use generators

**e)** No heating or cooling appliance is permitted to be installed in the marquee without the authority of the Organisers

**f)** Organisers reserve the right of inspection by one of its officials or representatives of the Fire Prevention Officer of all tents or stands and the officials have full authority to order that the use of the appliances or equipment be discontinued immediately, if in their opinion, they constitute a danger.

**g)** Where there is a risk, or doubt, the advice of the local Fire Prevention Officer must be sought by the Exhibitor well in advance of the Event.

**h)** Exhibitors will realise that these precautions are necessary in the interest of both themselves and the general public.

**EXHIBITORS ARE ADVISED TO INSURE AGAINST FIRE, NOT ONLY AS REGARDS THEIR OWN PROPERTY BUT ALSO THIRD PARTY CLAIMS.**

#### **18 • FOOD HYGIENE**

The Licensee to comply with all the requirements regarding the Food Hygiene (Market Stalls and Delivery Vehicles) Regulations 1966, The Food Hygiene (General) Regulations 1970. and subsequent amendments to these regulations in 1990 and 1991 and the Food Safety Act 1990

**19 • THE PROCEDURE FOR THE APPLICATION OF THE LICENSE TO SELL 'CORKED BOTTLED' WINES AND LIQUEURS MUST BE CLARIFIED BY EACH EVENT ORGANISER**

The Heart of England Pavilion office will supply on application, the contact details for this purpose.

N.B. There is a time-limit for applications to be made to the authorised body for each specific Event, so please arrange to apply for this information, well in advance.

#### **20 • EXCAVATIONS**

Traders or Exhibitors must not break the ground surface in the Showground for the purpose of fixing his stand or exhibit. Trade space ground should be made good before the trader or exhibitor leaves the Showground. Failing this, the Event Manager will undertake the work of reinstatement and charge the expense to the Exhibitor.

#### **21 • NON COMPLIANCE WITH REGULATIONS**

The Failure of any Exhibitor, his stall (or representative) to abide by the foregoing regulations or additional regulations for car parking etc, at certain events will result in the cessation of that exhibitor's tenancy at that event and possibly any future events.

#### **22 • DISCLAIMER**

The Organisers are not liable for any resulting loss of Exhibitors' profit if the number of attendees to an Event are less than in previous years, or if the pitch recommended by the Event Organiser proves to be unsuccessful.

#### **23 • ACCEPTANCE**

Attendance at any event is acceptance of these conditions.

## HEART OF ENGLAND – ADDITIONAL INFORMATION

**SETTING UP** – All exhibitors must be set up by 7pm the day before the start of an event. For security reasons the marquee will be secured and closed at the end of each trading day. If you require early morning access on show days, please arrange this with the Heart of England stewards. To avoid vehicle gridlock, some events operate time limit refundable charges. We will notify you of this when tickets are sent out.

**OPENING TIMES** – Will be announced on the information sheets sent out with tickets. Exhibitors are responsible for the security of their stand.

**TABLES AND CHAIRS** – If these are required, please phone the office for details.

**TICKETS AND PASSES** – Once payment has been received, tickets will be sent out at least 2 weeks before the show. If you will not be at home to receive the tickets, please contact us.

**PARKING** – ALL exhibitors must display vehicle passes sent to them and park within the designated areas indicated by the showground's or Heart of England's stewards.

**INSURANCE** – Each exhibitor will assume complete responsibility for the insurance of their property and make arrangements to guard against its loss or damage, whatsoever the cause. Exhibitors must have public liability and product liability insurance. Copies of this must be forwarded to the organisers. No insurance will result in the exhibitor being unable to trade.

**EXHIBITION STAND AND SIZE** – Heart of England stands are 1.83 metres (6ft) deep and sold on a metre frontage basis. Stand fittings, screens, tables and backdrops are not provided, exhibitors must bring their own. Please ensure that they are suitable free standing walls and backings. When booking please allow space for access in and out of your stand. Exhibitors are responsible for the presentation of their stand. Heart of England will review stands and reserves the right to remove exhibitors if their stand fails to reach an acceptable standard.

**HEALTH AND SAFETY** – Exhibitors must adhere to all health and safety regulations, with particular reference to keeping public walkways and exits clear at all times. All products sold or displayed in the marquee must comply with current regulations. Listed below are some specific examples.

**COSMETICS AND MEDICAL PRODUCTS** – All exhibitors must ensure that their products meet all current U.K. and E.U. regulations.

**ELECTRICAL EQUIPMENT AND MACHINERY** – Heart of England require a copy of your PAT test certificate.

**TOYS** – All exhibitors must ensure that their products meet all current U.K. and E.U. regulations.

**FOOD ITEMS** – All exhibitors selling edible and consumable items must meet health and safety regulations laid down by the environmental health agency operating in the area of the event.

**ALCOHOL** – Exhibitors having permission to sell alcohol within the marquee will be required to apply for a license via the event show office. Contact numbers can be obtained by ringing the Heart of England office. Exhibitors with permission to sell "corked" bottles of wines or liqueurs will be allowed to supply 5ml (approx), samples to the public during show opening times only.

**SECURITY** – The marquee will be secured overnight on set-up and show days. Once it is closed and secured, no one will be allowed into the marquee without permission of a steward.

**TEA AND COFFEE** – An area will be designated at each event with a kettle, for exhibitors to make hot drinks. Don't forget to bring your cups and mugs.

**BOOKING AND EXHIBITION REGULATIONS AND CONDITIONS** – Please ensure that you have read and understand the enclosed standard conditions and regulations form, before completing your application.