



STALLHOLDER AND CONDITIONS – February 2010

It is recommended that you read these Terms and Conditions carefully and keep a copy for your records and future reference. These terms and conditions will govern any Contract that the Organiser makes with you. These Conditions do not affect your statutory or common law rights.

1.0 DEFINITIONS, GOVERNING LAW AND INTERPRETATION

Definitions

In these terms and conditions (the "Conditions") the following words and expressions are specifically defined and shall have the following meanings:

"Contract" means any contract between the Organiser and the Trader for the provision of services incorporating these conditions.

"Trader" means the person, company or organisation that has contracted for a stand or stands at the Show.

"Show Site" means the venue as described in the application or booking form

"Show" means the Egham Royal Show as described in the application or booking form and

"Organiser" means The Egham & Thorpe Royal Agricultural & Horticultural Association

Governing and Interpretation

These conditions and/or the Contract and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England in respect of the same.

2.0 CONTRACTS

2.1 Terms of the "Contract"

The contract shall be made (and without limitation bookings shall only be accepted) on and subject to these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Exhibitor purports to apply).

2.2 Application of Conditions

These Conditions apply to all bookings and any variation to these Conditions shall have no effect unless expressly agreed in writing by both the Organiser and the Exhibitor. The Trader acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Organiser which is not set out in writing in the Contract.

3.0 OBLIGATIONS OF THE ORGANISER

3.1 Professionalism and fairness

The Organiser is committed to promoting the Show in a professional manner and these will be appropriately advertised and marketed – details are available upon request at reasonable notice.

3.2 Show start and finish times. The Organiser will advise the Trader of the start and finish times of the Show.

3.3 Trader Allocation. The Organiser will consider all applications from prospective Traders and will take reasonable steps to ensure a consistent quality of Trader and a competitive mix of products. The allocation of stalls will be fairly decided using a number of criteria including first come, first serve, appropriate product mix and price. The Organiser's decision as to the allocation of stalls is final.

3.5 Stand Area. The Organiser will provide each Trader with stand space, which will be described on the booking / application form in terms of size and location.

3.6 Right to Cancel / Refuse admission. The Organiser reserves the right to refuse admission to or participation in the Show. The Organiser reserves the right to cancel a Trader without being required to give a reason. In such cases, any fees submitted will be refunded.

3.7 Organiser's Public Liability Insurance. The Organiser will carry public liability insurance to the sum of £5,000,000.

4.0 OBLIGATIONS OF THE EXHIBITOR

4.1 Details of Stock / service for sale. Each Trader must provide details of the product range or service they intend to sell at the Show. Only appropriate stock will be accepted.

Traders attempting to display or sell stock that is deemed inappropriate by the Organiser may be required to remove it from their stall and / or be required to leave the Show or the Trader's site (at the absolute discretion of the Organiser and whose opinion shall be final). The Organiser may involve Trading Standards.

4.2 Compliance of stock. The Trader is responsible for ensuring that all stock displayed / offered for sale complies with any relevant UK legislation governing, inter alia, its manufacturing, advertising and sale, is produced and sourced ethically and is fit for its intended purpose.

4.3 Displaying Stock. The Trader undertakes to display their stock in the allocated space, in good order and in a professional and attractive manner and to ensure that the stall is adequately stocked throughout the duration of the Show.

4.4 Staffing of Stall. The Trader undertakes to ensure that the stall is staffed throughout the duration of the Show.

4.5 Packing away before end of Show. The Trader undertakes not to pack away any stock or leave the Show before it is due to end and the Trader has been given permission to pack away by the Organiser.

4.6 Electrical equipment. All electrical equipment used by the Trader must have the relevant certification, PAT testing.

4.7 Tidying up. At the end of the Show, the Trader should ensure that their stand is cleared, all rubbish removed and that the allocated site is left in a clean and orderly state.

4.8 Request to move materials/vehicles. Without prejudice to the provisions of clause 4.1, the trader accepts that it may be necessary to move and / or remove any item in connection with the Show site, including the removal of vehicles, boxes, packaging materials etc and undertakes to comply with any request reasonably made by the Organiser, its Officials or assignees.

4.9 Restrictions on allocated stall. The Trader may not assign, sub-let or grant licences in respect of the whole or any part of the space allocated to them and/or any benefit or obligation under this agreement.

4.10 Public Liability Insurance. All Traders should have their own Public Liability Insurance and to have it with them at all times.

4.11 Food Hygiene Certificate. All Food Traders must have up to date certification as required by Environmental Health.

4.12 Health & Safety All Traders must ensure their Stall & staff comply with UK H&S legislation, including having a Risk Assessment.

5.0 PAYMENT AND CANCELLATION

5.1 Calculation of Payment. The payment amount is calculated according to information in the application form.

5.2 Form of Payment. The full payment should be made by cheque made payable to **The Egham Royal Show** or as otherwise advised in the application form.

5.3 Receipt of Payment. Payment must be received in full within 10 working days of an agreed booking. Failing this, the Organiser reserves the right to cancel the booking and reallocate the pitch accordingly.

5.4 Our right to refuse booking. The Organiser reserves the right to refuse any booking.

5.5 Our right to cancel booking. The Organiser is entitled to cancel any booking not less than 24 hours before the date of the Show should the Organiser (in its sole discretion) deem it beneficial or expedient to do so (for whatever reason), provided that the Organiser shall then refund to the Trader within 7 days the payment amount then paid by the Trader. The Trader accepts that in this respect every booking is purely provisional until 24 hours or less before the Show; and the Trader further agrees that in the event that this booking is cancelled pursuant to clause 5.5, the Organiser shall have no further liability whatsoever to the Trader other than as regards repayment of the payment amount and without limitation to the foregoing, the Organiser shall have no liability in these circumstances to the Trader in respect of any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of contracts, damage to property, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly to the Trader.

5.6 Cancellation by Trader. Cancellation of any booking by the Trader must be made in writing. A full refund shall be made if written confirmation of cancellation is received more than four weeks before the date of the Show. If a cancellation is made within four weeks of the date of the Show, a refund of payments made will be made at the discretion of the Organiser.

5.7 Failure to attend Show. If a Trader fails to turn up on the date of the Show no refund of payment will be made to the Trader.

5.8 In the event of liquidation / bankruptcy of Trader. In the event of the Trader entering into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or, being an individual, committing any act of bankruptcy, or whether a company or an individual, calling any meeting of, or making any arrangements with, its/his creditors, or permitting any judgement to remain unsatisfied for seven days, or a distress or execution being levied upon any goods or premises of the Trader, the Organiser shall have the right to terminate any contract with the Trader, to cancel the allocation of the stand and to retain all monies paid by the Trader under such a contract.

6.0 CLAIMS, INDEMNITY AND INSURANCE

6.1 Every Trader hereby accepts liability for all acts or omissions of himself, his servants, contractors and agents and undertakes to indemnify the Organiser and keep it indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Organiser or incurred or become payable by it arising therefrom or in respect thereof, including any claims arising out of the supply by the Trader of samples of any kind whatsoever, whether such samples be sold or given away free and including without limitation any legal costs and expenses and any compensation costs and disbursements paid by the Organiser on the advice of his solicitors to compromise or settle any such claims.

6.2 If the Show is cancelled by any reason of war, fire, national emergency, labour dispute, strike, lockout, civil disturbance, inevitable accident, or any other cause, whether *eiusdem generis* or not, without limitation the Organiser may at their entire discretion repay any payment amount paid by the Trader or part thereof, but shall be under no obligation to repay the whole or part of such rental, and shall be under no

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liability to the Trader in respect of any actions, claims, losses (including consequential losses), costs, expenses whatsoever which may be brought against or suffered or incurred by the Trader, as the result of the happening of any such events.

6.3 Vacation of Premises at end of Show. If the Trader, or their servants, agents or subcontractors should fail to remove all their property or otherwise fail to evacuate the Show premises in accordance with the timetable issued by the Organiser, the Organiser will hold the Trader entirely responsible for any losses and costs incurred by the Organiser as a result of the Trader failing to vacate the premises by the agreed time and the Trader agrees to pay the same on an indemnity basis.

6.4 The Organiser does not accept responsibility for any loss or damage from any cause whatever, in respect of any property brought to the Show premises by the Trader or stand holders or their servants, agents, subcontractors or any other persons, and the Trader or stand holder is required to indemnify the Organiser in respect of any such loss or damage to the exhibits or any other property brought to the premises whether it is their property or not. Without limitation, the Trader shall indemnify the Organiser in respect of any liability in respect of any damage to the Show site arising from use thereof by the Trader, their servants or agents.

6.5 Each Trader shall indemnify the Organiser against any claim which may be made in respect of any alleged breach or infringement of any copyright, patent or without limitation other intellectual property right(s) by that Trader during the period of his occupation of an allotted stand space, or without limitation otherwise in connection with the Show.

6.6 Save as may be stated elsewhere in these Conditions, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

6.7 Nothing in these Conditions excludes or limits the liability of the Organiser:

6.7.1 for death or personal injury caused by the Organiser's negligence.

6.7.2 under section 2(3) of the Consumer Protection Act 1987.

6.7.3 For any matter which it would be illegal for the Organiser to exclude or attempt to exclude its liability; or

6.7.4 for fraud or fraudulent misrepresentation.

6.8 Without prejudice to the foregoing provisions of these Conditions:

6.8.1 The Organiser's total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

6.8.2 The Organiser shall not be liable to the Trader for any pure economic loss, loss of profits, loss of business, loss of contracts, damage to property, depletion of goodwill, in each case whether direct, indirect or consequential, or any claim for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

7.0 FORCE MAJEURE

7.1 The Organiser shall not be liable to the Trader or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Organiser obligations, if the delay or failure was due to any cause beyond the Organiser's reasonable control.

8.0 SEVERANCE

8.1 If any provision of the Contract (or part of a provision) is found by any Court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

8.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

9.0 ASSIGNMENT

9.1 The Organiser may assign and/or subcontract the Contract or any part of it to any person, firm or company. The Trader may not assign or subcontract the Licence and/or the Contract.

The Trader signs below to confirm that he has read and understood and agrees to the above Conditions and to agree that the Conditions will be incorporated into the Contract to the exclusion of any other terms and further confirms that these Conditions shall likewise govern any future booking made by him with the Organiser save as clearly stated on the application form for that future booking.

Signature

Name of Trader.....

Date: / / 2010