

# DONCASTER CLASSIC CAR AND BIKE SHOW

Sunday 2<sup>nd</sup> July 2017

**Doncaster Deaf Trust, Leger Way, Doncaster, DN2 6AY.**

## Trade Pitch – General Terms and Conditions

It is important that you read and understand the following General Terms and Conditions to which you are bound as part of your contract with the organiser. Please read the note at the foot of these terms and conditions and if you are in any doubt as to your responsibilities or the meaning of any of the following provisions you should seek legal advice.

In these Terms and Conditions the following terms and meanings shall apply unless the context specifically requires otherwise.

Term	Meaning
DDT	Doncaster Deaf Trust
Marshals	Members of the Rotary Club of Doncaster St George's, their volunteers and assistants and security and other staff of DDT.
Organiser	Rotary Club of Doncaster St George's (Events) Ltd.
Show	The Doncaster Classic Car and Bike Show to be held between 7.00am and 6.00pm on Sunday 2 <sup>nd</sup> July 2017.
Showground	The grounds and sports hall of the Doncaster Deaf Trust, Leger Way, Doncaster
Trader	Unless the context otherwise admits, the trader entering into this agreement and his officers, employees, contractors, and volunteers or helpers.

### THE PITCH

Both in-door and out-door pitches are available.

In-door pitches will be located in the Sports Hall or marquees on the Show-ground. Each will be provided with a table and chair. Pitch size will be no greater than 3m by 4m.

Out-door pitches will be located on the sports fields. A pitch will be approximately 7m in depth and 5.5m in width

Any vehicles or trailers, including draw-bars, which remain on an out-door booked pitch during the Show must be wholly contained within the space as must guy ropes and all other materials associated with the stand. Failure to do so will result in the Trader being required to relocate the trailer, vehicle or other obstruction to an alternate location within the Show-ground as directed by a Marshal. Traders must not bring onto the Show-ground any noxious, dangerous, toxic or inflammable liquids or substances without the prior approval in writing of the Organiser.

No trader may sub-let any part of their allocated pitch without written permission from the Organiser. Traders must not sell food or drink for consumption at the show.

Traders may only carry out the trade as described on their booking form. Traders must ensure that they observe all laws and regulations pertaining to that Trade.

### ACCESS TO SHOWGROUND AND SHOW TIMES

Traders will only be admitted to the Show-ground and remain for the Show if a signed application, full payment and evidence of Public Liability Insurance has been received and accepted by the Organiser prior to the event.

The Show-ground will be open to Traders from 7.30am on the day of the Show unless otherwise agreed in writing. All deliveries of implements, goods, tents and other materials to the Showground must be completed by 9.45am. No delivery by van or otherwise in support of a Trader is permitted after that time.

Public entry is at 10.00am. All stands must be operational by this time and manned throughout the day. No stand may be dismantled before 4.30pm.

All pitches must be left clean, tidy and completely cleared of all rubbish and debris by 5.30pm.

Pitches will be inspected after the Show and a charge will be made to the Trader in the event that any clearance of rubbish or debris has to be undertaken at that Trader's pitch. Photographic evidence will be taken.

## VEHICLES

Traders must drive slowly, carefully and any directions given by the Marshals on site must be observed. Maximum speed on the Show-ground is limited to 5 mph and Traders must accept that pedestrians have the right of way. Vehicle movements are not permitted between 9.45am and 4.30pm

## ELECTRICITY

The Organisers are able to provide access to electricity on indoor pitches. Access to an electrical supply cannot be provided for outdoor pitches. The use of small, silenced portable generators may be permitted with the prior and written consent of the Organiser. Please indicate this requirement on your completed application form. All electrical items must have current P.A.T. Certification and evidence of that certification must be available for inspection at the Show by the Organiser or representatives of DDTL. Failure to produce a current P.A.T Certificate will render use of the equipment in question prohibited. Whilst a current P.A.T. Certificate may be available Traders must also ensure that their electrical equipment is safe to use and will not cause a hazard to other users of the Showground.

## FIRE SAFETY

An appropriate and fully functioning fire extinguisher must be provided on any stand using naked flames, electrical equipment or other sources of heat or ignition or other use requiring such safeguards. A no smoking policy must be adhered to in all marquees and other enclosed spaces.

## GAZEBOS, TENTS, MARQUEES ETC

Each Trader will have to provide their own tables, chairs and gazebos etc for out-door pitches unless otherwise agreed with the Organiser. Outdoor pitches will be on grass unless agreed otherwise with the prior and written consent of the Organisers. Traders must ensure that none of their equipment creates tripping or other hazards to other users of the Showground.

## ANIMALS

No animals will be allowed on the Show-ground (with the exception of assistance dogs) without the prior and written agreement of the Organiser. Where animals are permitted adequate measures must be taken to ensure that they do not become a danger/hazard to other users of the Showground and owners/keepers must clean up after their animals.

## SECURITY

Although security services will operate throughout the Showground on 2<sup>nd</sup> July neither the Organiser nor DDTL will accept any responsibility for any theft, damage, vandalism or loss whatsoever that may occur or which the trader suffers.

Breach of any of the Contract terms including Special Conditions and these General Terms and Conditions or behaviour likely in the opinion of the Organiser's Chief Steward to cause nuisance or disturbance or any fear or concern for visitors or others may lead to the Trader having to leave the Show. By attending the Show, the Trader agrees that there will be no such breach or behaviour and that in the event that he is required to leave the Show on the request of the Chief Steward, he will leave the Showground in a safe and orderly manner, removing his equipment and stock and other possessions and otherwise complying with the terms of this Contract.

## REFUNDS

Prior to Sunday 11<sup>th</sup> June 2017 any Trader may cancel their booking and request repayment in full. Cancellation will incur a £5 handling fee.

If for any reason the Show should be cancelled by the Organiser, prior to the day of the Show the Organiser will repay in full any payment made to them by a Trader. In such circumstances the Organiser will not be responsible for any other costs associated with attendance at the Show. Should for any reason the Show be curtailed or cancelled on the day then no refund will be made.

## HEALTH & SAFETY

Traders are reminded that they are responsible for observance by themselves, their employees and their contractors of the Health and Safety at Work (etc) Act 1974 and all relevant statutory provisions that cover all Safety Regulations provided by the Health and Safety Executive. These requirements will be enforced by the Local Authority Inspectors and Safety Officer who is also able to offer advice. All health and safety matters are the responsibility of the Trader.

All Traders must observe the Health and Safety Rules of DDT. Breach of these rules may result in the Trader having to leave the Show-ground. Traders are encouraged to undertake a risk assessment for this Show.

## RIGHTS, LIABILITIES AND RESPONSIBILITIES OF THE PARTIES The Organisers

(a) will not be responsible for any article, plant, machinery or any object of any kind present, exhibited or sold or gifted or the consequences of the acts or omissions of any other person or incidents or events connected with any item or thing on the Show-ground. The Trader shall assume full responsibility and liability for all damage, loss and any claims arising out of the trade, sale or exhibition, handling, or housing of such articles, plant, machinery or objects and the conduct of the Trader within and around the pitch and otherwise within the Show-ground generally.

(b) Will not be responsible for any damage to any vehicle brought by the Trader onto the Show-ground from whatever cause and howsoever arising

(c) Will not be in any way liable to persons whatsoever for any damage or loss, however caused to the property of such person or for any injury, fatal or otherwise to any such person while on the Show-ground or while entering or leaving the same.

(d) shall not be liable to compensate the Trader in any way arising from any error in the apportionment of space or for any encroachment by any person onto any pitch of the Trader or in the event that the right of the Trader to remain on the Showground is terminated for any reason.

## The Trader

(a) shall indemnify the Organisers and DDT in respect of all claims, losses, injuries, disease, damages or expenses whatsoever in any way arising from the acts, omissions, or presence of the Trader or his vehicle, equipment, stock or exhibits on the Show-ground including any legal costs or experts fees incurred .

(b) must no later than 5pm on 30th June provide the Organiser with evidence of its public liability insurance which covers the Trader in respect of his activities or trade to be carried out on the date of the Show. Traders must bring such evidence on the day of the Show and produce it when requested. Failure to do so may result in the Trader having to leave the Show-ground and no compensation or refund shall be payable to the trader in those circumstances.

(c) shall be solely liable for any loss, injury or damage that may be done to or occasioned by or arise from any article or property exhibited by or brought onto the Show-ground by him or for him and shall indemnify the Organiser and DDT (to the full extent as though they were a party to this contract) on account of, or in respect of such damage or injury which may be so caused. Traders shall be liable for the behaviour and for any misconduct or negligence of their servants, or contractors volunteers and helpers and the consequences thereof and the said liability and indemnity shall extend to the acts or omissions of such parties.

Refusal of entry to the Show-ground due to any breach of these Terms and Conditions does not give rise to any liability to pay compensation to the Trader or refund any monies paid by the Trader

These terms and conditions are considered by the Organiser to be fair and reasonable having regard to the circumstances of and the risks inherent in and incidental upon the holding of the Show. By entry into this Agreement the Trader acknowledges the fairness and reasonableness of these Terms and Conditions.

