

# EXHIBITOR TERMS & CONDITIONS

HATFIELD HOUSE, HERTFORDSHIRE

FRIDAY 28 - SUNDAY 30 JULY 2017

## DEFINITIONS AND INTERPRETATION

**Contract for Space** means the application form for a stand and for the right to exhibit at The Game Fair, to which these Conditions are attached.

**Charges** means the charges payable by the Exhibitor under the Contract.

**Conditions** means these Exhibitor terms and conditions and any amendment to the same made from time to time. **Contract** means the contract between the Organiser and the Exhibitor for the provision of trade stand space at the site on the occasion of The Game Fair. **Exhibitor** means any person or body that enters into the Contract with the Organiser to exhibit at The Game Fair. **Organiser** means National Game Fair Ltd. **Event of Force Majeure** means, as regards a party, the occurrence of adverse weather conditions and other circumstances beyond the reasonable control of that party including (without limitation) communicable diseases, industrial action, strikes, lockouts, blockades, riots, piracy, destruction of essential equipment by fire, explosion, storm, flood, earthquake, failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities, but excluding a Special Event of Force Majeure. **Stand** means the space at the Site allocated to the Exhibitor by the Organiser for the purpose of exhibiting at The Game Fair. The Site means the area within the Estate upon which The Game Fair and its parking areas are situated, or any alternative site selected by the Organiser. **Special Event of Force Majeure** means war, civil war, terrorism and similar risks, known or planned construction, alteration or repair work at a venue, failure or non availability of means of teleconferencing or similar data communication links, customs seizure resulting from the handling of contraband or illicit trade, nuclear risks and chemical and biological weapons, financial or trading risks – such as financial default or failure, lack of support, finance or interest. In these Conditions, unless the context otherwise requires, words importing the male, female or neuter genders shall include the other genders; words in the singular shall include the plural and vice versa; and the headings are for convenience only and shall not affect the interpretation of these Conditions.

## APPLICATIONS

### 1. ACCEPTANCE OF THESE CONDITIONS

(a) By applying to exhibit at The Game Fair the Exhibitor confirms acceptance of these Terms and Conditions, and each Stand shall be allotted on that understanding. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Exhibitor to the Organiser and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by the Organiser.

#### 1. Acceptance

(b) Applications for a Stand shall be made on the Contract for Space and should be received by the Organiser at The Game Fair Office by 6th February 2017, any applications received after this date will be subject to an increased administration fee. A 25% deposit payment is required with a submitted Contract for Space. Any application with no deposit will not be allocated a stand space until it is received.

(c) Additions or changes to the stand space after the initial application has been made / accepted are at the discretion of the Organisers.

(d) Any applications made later than 1st June will not be featured in the show guide.

### 2. SIGNATORY

The person signing the Contract for Space on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such authority to sign.

### 3. ACCEPTANCE

#### (a) Acceptance

As soon as possible after the 6th February 2017 the Organiser shall inform applicants whether their application has been (a) accepted (b) placed on the waiting list or (c) refused. The Organiser reserves the right to refuse any application without stating its reasons for doing so.

#### (b) Exhibitor Allocation

The Organisers will endeavour to meet the requirements concerning any requests made by the Exhibitor for their stand allocation. However, the Organisers will not be held by these requests and these requests do not form part of the Contract for Space.

### 4. CHARGES AND PAYMENT

(a) In consideration of the provision of the Stand and of the grant of the right to exhibit at The Game Fair, the Exhibitor shall pay the Charges to the Organiser.

#### (b) Payment Scheme

25% of the total payment including VAT shall be submitted with the completed Contract for Space as a deposit. An invoice will be issued once the Contract for Space has been accepted. The outstanding balance must be paid within 30 days of the date on the invoice. Exhibitors will not be permitted to enter the show Site without having paid for their stand in full.

(c) Should an exhibitor be declined their deposit to exhibit at The Game Fair, will be returned.

(d) Only Contracts for Space submitted with the 25% deposit payment will be considered.

(e) VAT shall be paid at the current rate. PREPARATION FOR THE Game Fair

### 5. EXHIBITS AND SUPPLIES

(a) The Site will be open for the reception of exhibits, supplies, etc, from 09.00 to 18.00 daily on each of the four days preceding The Game Fair. Any exhibits, supplies or other necessary items delivered on the show days of The Game Fair, must be made

before 07.00 and any such deliveries may only be made at the discretion of the Organiser in the evening. The Exhibitor and his staff, contractors and their respective vehicles shall use only the entrances, exits and service roads specified.

(b) Goods for The Game Fair (sent by any means) shall be clearly consigned to the Exhibitor (by name) at his stand (by number) carriage paid. The Exhibitor shall arrange for goods and mail to be delivered only during his occupation of his Stand. Any goods or mail which cannot be given directly into the custody of the Exhibitor will be returned to the carrier or to the Post Office.

### 6. SITE PREPARATION AND CARE

(a) Each Exhibitor shall report on arrival to The Game Fair office, to be shown the exact part of the Site allocated to him. All contractors shall similarly report to The Game Fair Office so that their structures, tents, marquees and screening may be correctly sited. If this procedure is not adopted, the Organiser may dismantle and remove any Stand not complying with these Conditions.

(b) The Exhibitor is permitted to employ his own contractors to supply and erect tents, marquees, canvas screening, flag poles, tables, chairs, floral displays and shell schemes at his own expense as he may require, but in so doing he shall ensure that such contractors comply with these Conditions and all applicable health and safety regulations. A further copy will be sent on request. The Exhibitor must supply a plan of their Stand in advance of any construction on the Stand and inform the Organiser of the times and dates when any such hired contractors will be arriving on the Site. The exhibitor must supply all contractor health and safety information and insurance confirmations.

(c) Neither the Organiser nor its stewards shall be deemed agent of the Exhibitor or of any contractors of the Exhibitor.

(d) If the Exhibitor wishes to penetrate the group or place any water container on the ground, he shall not do so without the prior written consent of the Organiser. The Exhibitor shall be liable for any costs resulting from any damage so caused. Water may only be emptied according to instructions given by the Organiser and it is the responsibility of the user of the water to obtain the instructions from the Organiser before emptying any pool or water container.

(e) The Exhibitor shall ensure that no damage is caused to the ground, trees or fixed objects in his Stand or within the Site.

(f) The Exhibitor shall at all times observe the 10mph speed limit when within the Site and 5mph on all temporary trackway.

(g) The exhibitor and his contractors will comply with all health and safety and site regulations whilst on site.

### 7. SUMPS & WASTE

If the Exhibitor has unusual waste requirements (e.g. requiring private skips, toilets or displays including turf, bales, stone, logs, etc.) he shall first contact the Organiser. The Exhibitor may use any source of hire or equipment but responsibility for waste handling is exclusively retained by the Organiser in the interests of the public. No access during The Game Fair will be permitted to any private contractor, whether for emptying sumps or tanks, servicing or the removal and emptying of skips, and any such requirements shall be met by official contractors arranged by and charged through the Organiser. The Exhibitor shall be solely responsible for clearance of the Stand and reinstatement of disturbed grounds, and in default of the Exhibitor so doing the Exhibitor shall be liable to pay costs.

### 8. OCCUPATION OF SPACE

(a) The Exhibitor shall occupy his Stand and have this completed and be ready for business by 20.00 on the evening prior to The Game Fair unless the Organisers have been notified in advance of exceptional circumstances delaying your arrival and setup. If the Exhibitor fails to do so the Organiser may re-let the Stand and in such event all moneys paid by the Exhibitor shall be forfeit.

(b) The Exhibitor shall not occupy any Stand other than that allotted to him. The Exhibitor shall ensure that all ropes, pegs, tow-bars, sign boards, support vehicles, fascias and similar items are within the boundaries of his Stand and shall not obscure neighbouring stands. If the Exhibitor is to exhibit in Fisherman's Row he may be allocated an extra 3 metres in front of his Stand in which space assembled rods only may be displayed; if not, the Exhibitor shall not use the space beyond the front of his Stand in which to display merchandise or from which to sell.

(c) The Stand shall display the name of the Exhibitor to whom it has been allotted and shall not be sub-let, assigned or divided. The Organiser may consider special applications to share Stands but any such request shall be submitted in writing and in advance. Where permission is given the names and addresses of those sharing can be included in the programme on payment of the sum of £100 + VAT, permitted the information is provided by 1st June.

(d) The Exhibitor may request (on the official Contract for Space) to site his Stand next to that of another particular Exhibitor and the partition, if any, between the two stands may be removed. Any requests for such siting will not be considered unless made by both of the Exhibitors concerned.

### STAND REGULATIONS

#### 9. OPENING HOURS

The Game Fair gates open for early visitor arrivals at 06.00 on Show days. The Exhibitor is not, however, obliged to open their stands until 09.00 and the public opening hours for The Game Fair (other than catering) run officially from 09.00 until 18.00. Stands shall be manned by at least one adult competent representative of the Exhibitor between 09.00 and 18.00 daily. The Game Fair will remain open for visitors until 19.30 on Friday 28th July, but the Exhibitor need not keep its Stand open beyond 18.00 that evening unless willing to do so.

#### 10. SAFETY AND FIRE PRECAUTIONS

Guidance has been issued by the Health and Safety Executive for Agricultural Shows and similar events. Such standards are applicable to The Game Fair, and the Organiser shall take the appropriate steps to ensure compliance. The following summary of major points should be taken as a minimum requirement. The Organiser may close down a Stand or exhibit (without refund or recourse) if the Exhibitor

is in breach of any such (or any other) legal requirement concerning health and safety:

(a) All exhibits and stand structures shall be designed and built for safety, including allowance for unusually bad weather conditions.

(b) Any demonstration of machinery, vehicle, equipment, etc shall take place in an area fenced securely from the public and shall be conducted by a suitably qualified person. Rope and post fencing shall not suffice for this purpose. Allowance shall be made for the containing of particles which may be emitted by the use of equipment such as chainsaws. Demonstrations are only permitted during the opening hours of the show and only when the operation of the machinery, vehicle, equipment, etc does not cause nuisance or inconvenience to the public or other Exhibitors.

(c) (i) The Exhibitor shall ensure that all gas appliances shall have been inspected and tested by a qualified person within 3 months before the start of The Game Fair and that such appliances bear a label showing the date of test and the name of the tester together with their professional qualifications.

(ii) Spare LPG cylinders shall not be stored except in areas designated by the Organiser for such purpose.

(d) The Exhibitor shall ensure that any electrical apparatus which will be connected directly to the mains, such as prewired pavilions and display units, shall have been tested within 3 months of the start of The Game Fair by a qualified person, and bear a label with the date of the test and the professional qualifications and name of the tester.

(e) The Exhibitor shall maintain and forward a copy to the organiser his health and safety policy, site-specific hazard, risk assessment and fire risk assessment.

(f) All reportable injuries, accidents and events shall be reported to The Game Fair office as soon as possible.

(g) The officially appointed Safety Officer for The Game Fair may be located at any time through The Game Fair office.

(h) The Exhibitor shall equip its Stand with a fire extinguisher approved in advance by the Organiser. The Organiser may close any stand which, in the opinion of its authorised inspector, is not adequately protected against fire or, for any other reason, constitutes an unreasonable fire or other hazard. At no time may a vehicle be parked inside a covered Stand. Fire extinguishers may be hired from the official contractor appointed by the Organiser.

(i) The Exhibitor shall ensure that any contractor engaged by him complies with all Site safety regulations.

### 11. SECURITY

#### (a) Property

(i) The Organiser is not responsible for the security or safety of exhibits or any personal effects or tools of trade belonging to the Exhibitor, its staff, the general public or any contractors employed by the Exhibitor or of any structures on his Stand.

(ii) The Exhibitor shall make adequate arrangements for the protection of his goods from the time when they arrive on the Site until they are removed. The Exhibitor may sleep at night on his Stand but must notify the Organiser.

(b) Exhibitor wristbands - must be worn from Monday 24th July 2017. Any Exhibitor wishing to leave the Site and return must wear a valid wristband, otherwise he will be charged for an entry ticket or refused entry out of open hours. Vehicle passes must be clearly displayed from Monday 24th July 2017.

(c) Identification - The Exhibitor shall ensure that any staff at the Site carry adequate personal identification.

(d) Hire - An Exhibitor who has hired any tents or equipment via the Organiser is responsible for its maintenance and safe custody during the period of hire.

### 12. TIDINESS

The Exhibitor shall ensure tidiness on his Stand and on the space in front of his Stand to a depth of 3 metres at all times and shall provide his own bins for waste.

### 13. NOISE RESTRICTIONS

Any noise made by Exhibitors during or after show hours must be kept to an absolute minimum to avoid disturbance to other Exhibitors. Any Exhibitor found to be making excessive noise or disturbance on site after 12.00 midnight will be required to leave the site immediately.

### 14. INSURANCE

The Exhibitor shall effect adequate insurance cover in respect of loss or damage to its exhibits and any other property of the Exhibitor, his employees, directors, agents, visitors or sub-contractors which may be in or about The Game Fair, and its legal liabilities to the Organiser, its servants or agents or third parties arising out of or in connection with its participation in The Game Fair.

Such insurance will be effected with an insurer or underwriter of repute. The Exhibitor shall produce to the Organiser on demand the policy or policies of such insurance and receipts for the premiums due in respect thereof.

### 15. POSTPONEMENT, CANCELLATION & FORCE MAJEURE

(a) The Organiser reserves the right, at its reasonable discretion, to vary:

- the times of opening to visitors of The Game Fair;
- the times of build-up and breakdown of exhibits;
- the location of the Site; and
- the date of The Game Fair.

(b) Subject to Condition 15(c), the Organiser shall not be responsible to the Exhibitor if and to the extent that an Event of Force Majeure prevents or restricts it from running The Game Fair or carrying out any of its obligations in that connection.

(c) If an Event of Force Majeure leads to The Game Fair being cancelled or abandoned before it is due to end, the fee charged to the Exhibitor (or the proportion of that fee set out below) will be refunded to the Exhibitor. No refund will be made in respect of any day on which The Game Fair has started, and the Exhibitor should insure against any additional losses incurred by cancellation or abandonment (The Game Fair is not liable for costs paid for third party services or to any recommended external contractors). Where The Game Fair is cancelled prior to start of:

- (i) its first day, 100% of the fee paid by the Exhibitor will be refunded;
- (ii) its second day, 65% of the fee paid by the Exhibitor will be refunded; and
- (iii) its third day, 30% of the fee paid by the Exhibitor will be refunded.
- (d) The Organiser shall not be responsible to the Exhibitor if and to the extent that a Special Event of Force Majeure prevents or restricts it from running The Game Fair or carrying out any of its obligations in that connection. For the avoidance of doubt, the refund provisions in Condition 15(c)(i) shall not apply in those circumstances.
- (e) Cancellation by Exhibitor – Stand Space
- (f) In the event of cancellation by the Exhibitor received by the Organiser on or before 1st February 2017 the Exhibitor is liable for 25% of their stand fees as indicated on their completed Contract for Space.
- (g) In the event of cancellation by the Exhibitor received by the Organiser after 1st February 2017 and before 1st May 2017, the Exhibitor is liable for 50% of the total amount as indicated on their invoice.
- (h) In the event of cancellation by the Exhibitor received by the Organiser on or after 2nd May 2017 the Exhibitor is liable for the full amount (100%) shown on their invoice.
- (i) Should an Exhibitor wish to cancel from the event, the Exhibitor must write to the Organiser by registered post. Cancellations must be received in writing.
- (j) Exhibitor Who Ceases Trading or has gone into Administration
- (k) In the event that an Exhibitor ceases trading, is liquidated or is in receivership or administration this contract will be cancelled with immediate effect, although the Exhibitor will remain liable for any outstanding charges. If another firm or company takes over the assets or business of the Exhibitor and wishes to exhibit they must apply for space by completing a new Contract for Space. In those circumstances the Contract for Space will not be accepted if any charges remain outstanding.
- (l) Cancellation of Additional Extras Exhibitors may not cancel or change their stand space or any additional items ordered after 1st May 2017. No refund will be given if a cancellation is received after this date.

## 16. LIABILITY

- (a) Subject to Condition 16(c) the Organiser shall be liable for all and any losses suffered by the Exhibitor in respect of death or personal injury caused by the Organiser's negligence, and any fraudulent misrepresentation made by the Organiser.
- (b) Save in respect of the Organiser's liability under Condition 15(a), which shall not be limited, the aggregate liability of the Organiser (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Exhibitor for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the Charges paid or payable by the Exhibitor.
- (c) The Exhibitor indemnifies the Organiser against any and all loss, costs, expenses and liabilities caused by the Exhibitor's breach of these Conditions or by the negligence of the Exhibitor, its servants, agents or sub-contractors.

## 17. VEHICLES

- (a) The standard depth of a stand is 15 metres, the rear portion of which includes space for parking vehicles. Therefore, the following rules on parking apply.
- (b) Only vehicles displaying the appropriate Vehicle Pass will be allowed into the stand area on the three days of The Game Fair. Any vehicles found on site not displaying the correct pass will be removed.
- (c) Any of the Exhibitor's (and its contractor's) vehicles shall be parked either within the boundaries of their stands by 7.30 daily (displaying the appropriate Vehicle Pass) or in the official car parks. The Exhibitor shall not move any vehicle parked behind his Stand until at least 19.30 on Friday and 18.30 on Saturday and Sunday of The Game Fair. No vehicle movement of any kind is permitted during the opening hours of the Show. PA announcements will be made when vehicle movement will halt and be permitted.
- (d) Only chillers with the Organiser's permission are permitted behind the stands in the Food Areas and the correct Vehicle Pass must be displayed at all times.
- (e) The use of any non-road going vehicles or motor bikes (other than a wheel chair or mobility scooter), is prohibited at all times on the Site.
- (f) The Exhibitor shall keep the 5-metre safety passage behind his Stand clear at all times. If a vehicle is found parked in the safety passage or elsewhere outside of the Exhibitor's purchased Stand space the vehicle will be removed.
- (g) Any vehicle incorrectly parked will be removed at the expense of the Exhibitor. The Organiser or its appointed contractors will not be responsible for any damage or inconvenience so caused.
- (h) Under severely adverse weather conditions it may be necessary to prohibit the entry of vehicles to the stand area. Under these circumstances vehicles shall be parked in the forward area of the car parks and in such event the Exhibitor shall be responsible for transporting staff, equipment and merchandise to their respective stands on foot.

## 18. LIVE EXHIBITS

- (a) The Exhibitor shall seek prior written approval from the Organiser of any live exhibits on his Stand during The Game Fair, indicating the number and type of live exhibits, dates of arrival and departure, and of the name and address of persons moving them.
- (b) The Organiser reserves the right to order the immediate removal from the Site of any live exhibits or any other animals from the Stand of the Exhibitor which, in the Organiser's opinion, is not suitable for exhibition purposes or which is unsuitably penned. The Exhibitor is to be responsible for complying with all laws and regulations having the force of law from time to time in relation to such matters.

## 19. SALE OF LIVESTOCK

- (a) The Exhibitor wishing to sell livestock to the public for removal from The Game Fair shall not do so without the prior written consent of the Organiser and shall ensure they possess a valid licence to do so.
- (b) The Exhibitor shall ensure that livestock which is sold by him is removed from his Stand in a suitable container or containers.

## 20. CATERING ON STANDS

- (a) As catering arrangements for visitors to The Game Fair have been made by the Organiser no Exhibitor may sell, or receive money for, refreshment (food or drink) of any description unless prior written consent is provided by the Organiser. Sampling of products is permitted in the Official Food Areas. All deliveries shall be completed by 7.30. No vehicle movements are permitted between 07.30 and 19.30 on Friday and 18.30 on Saturday and Sunday.
- (b) The Exhibitor shall comply with all applicable statutory hygiene requirements and shall co-operate with the local Environmental Health Officer or their designated representative.
- (c) Any Exhibitor wishing to supply alcohol (free or sold) must apply for permission to do so on the booking form. The Licensing Act 2003 applies to all supply of alcohol and must be adhered to. Exhibitors wishing to sell alcohol must apply for a Temporary Event Notice from the local authority.

## 21. WATER

Water points will be provided at convenient places throughout The Game Fair. Drinking bowls are provided for dogs. Such facilities shall not be removed or used for other purposes. Standpipes shall only be used for drawing drinking water. Washing boots or equipment which produces mud in a place meant for the public shall only be carried out in the back area within the Exhibitor's Stand.

## 22. ELECTRICITY

- (a) The Exhibitor may only obtain electricity direct from the Organiser's nominated electrical contractor. No private generators may be used anywhere on the Site. Requests for power should be submitted prior to the Monday 26th June 2017, failing which the electrical contractor may impose a surcharge. The Organiser gives no guarantee that all power requests will be granted.
- (b) The accuracy and freedom from fluctuation of the voltage supplied cannot be guaranteed. The Exhibitor planning to use electronic equipment such as TV or computer should consult the supplier of such equipment if in doubt. The Organiser accepts no liability in such regard subject to Condition 16(a).
- (c) The Exhibitor shall ensure that no electrical appliances are placed or stored on his Stand unless the same has been P.A. tested within the period of 3 months immediately preceding The Game Fair.
- (d) If the Exhibitor does not erect shedding he shall make his own arrangements for a safe means of housing power at his Stand. If no tent, caravan or structure is in position, the supply may be delayed or refused.
- (e) The Exhibitor shall make his supply point safe before dismantling his Stand. The Organiser may switch off any supply which appears to be unsafe or in need of attention.

## 23. SALE AND ADVERTISEMENT

- (a) The Exhibitor shall not exhibit, sell or offer for sale or advertise any article at The Game Fair, nor distribute handbills or leaflets, other than on the Stand allotted to him.
- (b) The Exhibitor wishing to use kites, blimps, gas-filled balloons and similar forms of advertisement shall not do so without first obtaining written permission from the Organiser. There may be a charge for this.
- (c) All fascia signs shall be in keeping with the general standard, style and tenor of The Game Fair and shall not be displayed above the line of the shedding or tent. The Exhibitor shall remove any board, fascia or other advertising material on request of demand by the Organiser.
- (d) Any exhibitor using microphones on their stand shall not do so without first obtaining written permission from the Organiser.

## 24. AUCTIONS, COLLECTIONS, COMPETITIONS & PROMOTIONAL EVENTS

- (a) No auctions are permitted at The Game Fair without the prior written permission of the Organiser. All goods for sale shall be for sale at or after The Game Fair by the Exhibitor or by his agent(s), or be purely for decorative or interest purposes.
- (b) If the Exhibitor is a charitable or other institution wishing to make appeals for contributions to his funds, he shall first obtain written permission from the Organiser. If permission is granted collections may only be conducted within the limits of the Exhibitor's Stand and in compliance with all current applicable laws and regulations.
- (c) If the Exhibitor wishes to hold a competition or promotional event, he shall first obtain written permission from the Organiser. If permission is granted competitions and promotional events, (including but not limited to tombolas and raffles), may only be conducted within the limits of the Exhibitor's Stand and in compliance with all current applicable laws and regulations.

## 25. PHOTOGRAPHY

No professional photography is permitted at The Game Fair except by permission of the Organiser. Application for permission may be made to the Digital Marketing Manager.

## 26. PRICES

Exhibitor discounts and Show offers shall apply throughout the period of The Game Fair.

## 27. SOCIAL EVENTS

If the Exhibitor wishes to hold a social event (including but not limited to a party, function or reception,) at any time during The Game Fair, he shall first obtain written permission from the Organiser. If permission is granted the social event may only be held within the limits of the Exhibitor's Stand and must not cause any nuisance, annoyance or inconvenience to the public or to other Exhibitors. The Organiser reserves the right to disband the social event should it become a nuisance, annoyance or inconvenience to any person not attending.

## CONCESSIONS

### 28. VEHICLE PASSES

- (a) Each Game Fair Vehicle Pass issued to the Exhibitor entitles the vehicle on which

- the pass is displayed to be parked in the rear of the stand, if space is available.
- (b) Only those vehicles displaying a Vehicle Pass are permitted to enter the Show Site and park within the Stand area. Parking is only permitted in the area at the rear of the Stand whose number appears on the Vehicle Pass.
- (c) Vehicle Passes do not confer right of entry to the vehicle occupants. All vehicle occupants must have a valid Entrance Pass/Ticket.
- (d) Vehicles without the appropriate pass will not be permitted entry to the Site during the whole period of The Game Fair. The Exhibitor is wholly responsible for providing the members of his staff, contractors and private catering staff, where applicable, with the necessary Vehicle Passes.

## 29. ENTRANCE PASSES

- (a) Each wristband only admits one person to The Game Fair and must be worn around the wrist. The days of access are detailed on the wristband.
- (b) Re-entry will be permitted by the approved system in place. Any person entering The Game Fair shall be required to have a valid Entrance Pass/Ticket.
- (c) Any person without the appropriate pass/ ticket will not be permitted entry to the Site during the whole period of The Game Fair. The Exhibitor is wholly responsible for providing the members of his staff, contractors and private catering staff, where applicable, with the necessary Entrance Passes/Tickets for each day of the show.

## 30. REFUNDS OF ENTRANCE PASSES/TICKETS

- (a) No refund shall be made to the Exhibitor, or his staff or representatives, who have arrived at the car parks or entrances at the Site without their Entrance Passes/Tickets and have paid public prices to gain admission to The Game Fair.
- (b) No refund will be made to the Exhibitor, or their staff or representatives who have purchased Entrance Tickets in advance or during the days of The Game Fair and which are subsequently not used by them.

## AFTER THE GAME FAIR

### 31. BREAKDOWN

- (a) The Exhibitor, his employees or contractors shall not begin to close up, take down or dismantle the Stand, or pack up any exhibits until at least 18.30 on the last day of The Game Fair and then only after announced on the PA System it is safe to do so and after the electricity had been made safe.
- (b) The Exhibitor is warned that Game Fair contractors start dismantling tents marquees and shedding soon after 18.30 on the last day of The Game Fair. On the following day refuse collectors will clear all stands and their environs. The Organiser will not be responsible for any item of Exhibitor's equipment or merchandise left on the stand after the close of The Game Fair. The Exhibitor shall leave his Stand entirely clear of litter and particularly of nails, pins, metal, cable ties, glass etc., involved in the erection and dismantling of his Stand in order to avoid the risk of loss or damage to stock grazing the ground at the conclusion of The Game Fair. If the Exhibitor leaves his Stand area in an untidy condition he will be charged the extra cost of labour to clean up the area in question.
- (c) The Exhibitor shall be clear of the Site by 18.00 on Monday 31st August, 2017.

### 32. RECOVERY OF CHARGES & VALUE ADDED TAX

- (a) All outstanding charges shall be recoverable by the Organiser and until payment is made the indebted Exhibitor will be barred from future Game Fairs.
- (b) All payments and all other sums referred to in these Conditions are stated exclusive of Value Added Tax. Where applicable, Value Added Tax at the current rate shall be payable by the payer to the payee only upon receipt of a valid Value Added Tax invoice thereof.
- (c) The Exhibitor shall be liable for any reasonable and proper legal fees incurred by the Organiser in the collection of unpaid monies due.

### 33. GENERAL

- (a) These Conditions are subject to alteration by the Organiser from time to time and the Exhibitor shall be bound by these Conditions as modified from time to time.
- (b) In the event of an Exhibitor infringing any of these Conditions or any other regulations by which he has agreed to abide, or any subsequent modifications thereto, the Organiser may terminate the Contract and eject the Exhibitor, his employees and goods from the Site without any liability to the Organiser or its representatives, nor shall such ejection release the Exhibitor from any payments or other obligations for which he may still be liable.
- (c) If the Exhibitor employs an agent or sub-contractor, the Exhibitor shall procure that the Agent or sub-contractor (as applicable) complies with these Conditions but the Exhibitor shall remain primarily liable to the Organiser for the performance thereof.
- (d) No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement, web site or communication or made verbally by any of the Organiser's agents or employees shall be construed to enlarge, vary or override in any way any of these Conditions.
- (e) The Contract shall in all respects be governed by and construed in accordance with English law and shall be deemed to have been made in England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
- (f) No person who is not a party to the Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- (g) Each provision of these Conditions severable and distinct from the others. If a provision of these Conditions is held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remainder of these Conditions shall not be affected.

### 34. ALTERNATIVE SITE

In the event that the Site or stand space is changed or modified due to circumstances beyond the Organiser's reasonable control the Exhibitor will be notified of the same as soon as is reasonably practicable.

Please note that entries close 6th February 2017