

## Terms and Conditions

### Definitions

In these conditions the following terms will have the meanings shown:

- The "organisers" are The Ashby Canal Trust (Private Limited Company No 3931093) and / or any person(s) or organisation(s) acting on their behalf.
- "Exhibitors" are any persons(s) or organisation(s) submitting a form to the organisers, whether or not the application is accepted.
- The "Event" is the festival or rally described in the form.
- The "Form" is the Space Application Form.
- The "Space" is the area allotted to the exhibitor by the organisers for the purpose of the exhibit. It also includes water space.
- The "Space Charge" is the amount due for the space allotted at the rate shown on the form.
- The "Exhibit" refers to the exhibition or stand placed on the space by the exhibitor, and includes displays, boats, structures, (permitted) vehicles, goods for sale or any other items belonging to, or under the control of the exhibitor.
- The "Site" refers to the whole area (including water space) under the supervision of the organiser of the event.
- The notes on the front of the Form also form part of these conditions.

### Applications

All applications must be made on the form, which is obtainable from the organisers. The supply of the form does not constitute an offer of space. The form must be completed with all relevant details by the exhibitor (or his agent) and sent to the address shown, with the total fee for the space requested. No space can be reserved unless a form has been received. The submission of the form constitutes acceptance of these conditions.

### Payments.

No exhibitor, or agent of the exhibitor, will be allowed on the site until full payment has been received.

- All cheques should be made payable to - Moira Canal Festival
- The organisers have the right of lien on any goods on the site.

### Allocation of Space

- Space is allocated at the sole discretion of the organisers, who reserve the right to make alterations in the location any time prior to or during the event.
- The exhibitor may make written requests about the location of the space or the identity of neighbouring exhibitors but the organisers cannot guarantee to comply with these, and the application cannot be conditional on these.
- The organisers have the right to refuse to let space without giving a reason. In this case any money paid will be refunded.

### Access to Space

- The organisers will give the exhibitor access to the space for a reasonable period before and after the event (the period being determined by the organisers) to erect or remove their exhibit. If the exhibit is not set up two hours before the public are admitted, the organisers may remove it at the exhibitor's cost.
- Except for vehicles designed as part of the exhibit (and previously agreed in writing with the organiser) all vehicles will be required to leave the site (or be placed in an area designated by the organisers) prior to the opening of the event. Any offending vehicle may be removed by the organisers at the exhibitor's risk and cost.
- **On those days that the site is open to the public, vehicles will only be permitted on site for two hours before opening ENDING AT 0945 and from 30 minutes after closing time, subject to the approved clearance of the public from the site.**

### Use of Space

- The sharing of space, except with specific written permission from the organisers is not permitted. The content of the exhibit must be as stated on the form. The exhibit must be on view to the public, and in the charge of a responsible person while the event is open to the public. The exhibit must be uncovered during these hours, and, if the exhibitor neglects to do so, it may be uncovered at his risk.
- Exhibitors will comply with any rules or regulations made by the organisation regarding the conduct of the event. The display of these rules or regulations in the commercial show office will constitute sufficient notice.
- Exhibitors will comply with the requirements of the fire brigade, environmental health officer and any other competent local or other authority, as well as any statutes, regulations or by-laws relating to the site or its use.
- Exhibitors will be responsible for the conduct of their staff and their contractors.
- Exhibitors must not occupy any part of the site other than the space allotted to them. Pathways or other open space must not be obstructed in any way.

### Prohibitions

- No party political propaganda, illegal or immoral matter may be displayed or disseminated from the space or the site. The organisers reserve the right to object or remove such matter and, or require the exhibitor to leave the site. No refund will be made in such cases.
- No raffles, lotteries or games of chance will be permitted unless specifically authorised in writing by the organiser. Any authorisation will restrict the activity to the exhibitor's own space.
- **Where the exhibitor requires to use a generator, this must be indicated on the initial application form. Only generators silenced to approved noise levels and approved by the organisers will be allowed to remain on site.**
- No heating or cooking appliance may be used without agreement in writing from the organisers and the agreement of the fire authority, and the provision of any protection they should deem necessary, other than those specifically fitted in caravans for the purpose of heating or cooking to approved standards and for use by, and for, the exhibitors staff.
- **Overnight accommodation within the show area is at the sole discretion of the organisers and must be sought in advance.**
- No loudspeaker, apparatus, other equipment or activity liable to cause nuisance or annoyance to other exhibitors or the public will be permitted.
- No excavations or fixing of articles to any structure in the space or on the site by the exhibitor is permitted without specific agreement in writing from the organisers. Any such permitted excavations or fixings must be made good to the satisfaction of the organisers or owners of the property concerned.
- No banners, posters, displays or advertising matter shall be put up anywhere other than within the space without specific written permission by the organisers.

### Risk Assessments

- You will be required to prepare a risk assessment when you arrive on site. Advice and guidance will be available on the day to assist with this.

### Health & Safety

- The exhibitors and their contractors must comply with all current legislation and all guidance and approved codes of practice published by the Health and Safety Executive
- All exhibitors must provide their own fire extinguisher(s) and ensure that they are in full working order and have been tested within 12 months prior to the date of the festival