

## STANDARD TERMS AND CONDITIONS



### 1 INTERPRETATION

In these Terms the following expressions shall, unless the context otherwise requires, have the following meanings:

#### 1.1 Definitions:

**Agreement** means the contract between TCAS and the Exhibitor consisting of the Acceptance of Site Allocation, these Terms and the General Regulations for Exhibitors, and any other documents specifically referred to in these Terms and the Acceptance of Site Allocation.

**Acceptance of Site Allocation** means the form indicating, amongst other things, the Fee, the Term and the Dates.

**Applicable Laws** means the laws of England and Wales any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations.

**Confidential Information** has the meaning given in Clause 13.

**Equipment** means items for hire as ordered by the Exhibitor as specified on the Acceptance of Site Allocation or from time to time.

**Event** means the event or series of events specified in the Acceptance of Site Allocation.

**Force Majeure Event** means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, breakdown of machinery, failure of supply of utilities, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar matter.

**General Regulations for Exhibitors** means the exhibitor's written regulations document which may be amended by TCAS from time to time.

**Fee or Fees** means any fee(s) specified in the Acceptance of Site Allocation, payable in accordance with Clause 3.

**"Exhibitor's Marks"** means the Exhibitor's trade marks, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Exhibitor which are used by the Exhibitor in connection with the Event.

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Services** means the services, to be performed by TCAS for the Exhibitor as set out in the Acceptance of Site Allocation.

**Site** means all buildings, installations, exhibition stands, facilities, grounds and other property at The Showground, Malvern, Worcestershire, WR13 6NW.

**Showground** means The Showground, Malvern, Worcestershire, WR13 6NW.

**Supplementary Charges** means the current fees for Services and Equipment.

**TCAS's Marks** means the TCAS trade marks together with any associated artwork, design, slogan, text and other collateral marketing signs of TCAS.

**Temporary Structure** means any portable or dismountable structure other than a domestic camping tent.

**Public** shall mean and include members of the general public, members of the Society, officers of the Society, exhibitors, their employees, contractors, agents and all other persons attending the Festival.

**Exhibitor** shall mean and include any person, business or company or other body making an application for space.

### 2 GRANT OF RIGHTS

2.1 TCAS grants the Exhibitor the right to stage the exhibit at the agreed site location throughout the Term.

2.2 TCAS and the Exhibitor agree that:

- a) legal possession and control of the Showground shall at all times remain vested in TCAS and the Exhibitor shall not acquire any estate or interest therein;
- b) the Exhibitor shall not be entitled to use the Showground to the exclusion of TCAS or others authorised by TCAS; and
- c) this Agreement shall not and shall not be deemed in any way to confer or impose upon either party any of the rights or obligations of a landlord or a tenant, or any other rights or obligations, save those expressed or implied by law or by the terms of this Agreement.

2.3 TCAS shall be entitled to substitute the allocated space with an alternative space of similar size and standard to those specified in the Acceptance of Site Allocation in the event that the allocated spaces specified in the Acceptance of Site Allocation are not able to be made available to the Exhibitor during the Term due to refurbishment or damage or for any reason beyond the control of TCAS.

### 3 FEES AND PAYMENT

3.1 Any Fee(s) due shall be paid in accordance with the times specified in the Acceptance of Site Allocation.

### 4 TERM AND TERMINATION

4.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so; or
- b) the other party ceases to carry on business, become insolvent or, enter into or are subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffer from enforcement of security or legal process or repossession or any event analogous to any of the above in the United Kingdom.

4.2 TCAS shall be entitled to terminate this Agreement immediately or withhold the performance of any Services and cease any Services in progress under this Agreement and/or any other agreement between the Exhibitor and TCAS, by serving written notice on the Exhibitor in the event that:

- a) the Exhibitor provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Agreement;
- b) TCAS is unable to continue to provide the rights granted hereunder due to a requirement of law or regulation or pursuant to a ruling or order made by a government body or a local or regulatory authority.

4.3 On termination or expiry of this Agreement for any reason:

- a) the rights granted by TCAS to the Exhibitor under Clause 2 shall immediately terminate;
- b) the Exhibitor shall promptly return to TCAS any property of TCAS within its possession or control;

- c) the following clauses shall continue in force: Clause 1 (Definitions and Interpretation), Clause 7 (Loss or Damage), Clause 8 (Liability and Indemnity), Clause 11 (Risk and Ownership), Clause 12 (Intellectual Property), Clause 13 (Confidentiality) and Clause 14 (General).
- 4.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 5 DUTIES OF TCAS

- 5.1 TCAS agrees with the Exhibitor that it shall:
- a) allow the Exhibitor to conduct the Event throughout the Term at the allocated space free from undue interruption from TCAS.
- 5.2 TCAS shall be responsible for maintaining signage in respect of the part of the Showground known as the 'lake', however TCAS shall not be liable for any failure of the Exhibitor to comply with Clause 6.1 (n) or for the consequences thereof or for any claim resulting from the negligence of the Exhibitor's employees subcontractors agents exhibitors or campers in respect of the lake.

## 6 DUTIES OF THE HIRER

- 6.1 The Exhibitor will:
- a) comply with, and ensure that its employees, subcontractors and agents, and campers comply with the General Regulations for Exhibitors, having particular regard to the Temporary Structure procedure described more particularly therein;
- b) undertake risk assessments for all activities to be carried out on the Site and provide the same to TCAS;
- c) not, whether directly or indirectly, do (or permit or cause to be done (as the case may be)) anything which might bring TCAS into disrepute and/or damage TCAS's goodwill, reputation and/or business (or omit to do anything which might result in the same);
- d) obtain and comply with all permissions, consents and licences required for all the activities to be carried on at the Site and in respect of the Equipment under any statute, regulation or byelaw;
- e) comply with all applicable legislation and governmental or other regulations (in particular, but without prejudice to the generality of the foregoing, in respect of health and safety);
- f) not permit any venture, business or company to operate or trade, whether directly or indirectly, from the Showground where TCAS has indicated to the Exhibitor that such venture, business or company (or that type of venture, business or company) is prohibited from operating and/or trading from the Showground;
- g) not extend the scope or range of the Event held at the allocated space beyond that specified in the Acceptance of Site Allocation unless agreed by TCAS in writing;
- h) allow TCAS and its employees and agents access to the allocated space (and to all other areas of the Showground) to inspect the allocated space and to enforce the provisions of this Agreement;
- i) not hold itself out as being authorised to bind TCAS in any way or do (or permit or cause to be done) any thing which might reasonably create the impression that the Exhibitor is authorised to bind TCAS (or omit to do anything which might result in the same);
- j) ensure that its personnel have appropriate skill, experience, qualifications and knowledge to carry out the Event;
- k) use TCAS's preferred tentage contractor for the Event for shared items (such shared items to be specified in the Acceptance of Site Allocation or otherwise agreed by the parties);

- l) notify its employees, subcontractor, agents, exhibitors, campers and any other persons using the Showground before the Event of the existence of the area of the Showground known as 'the lake' and the Exhibitor shall consider the lake as part of its risk assessment for the Event;

## 6.2 Modern Slavery Act

- a) The Exhibitor undertakes, warrants and represents that:
- (i) neither the Exhibitor nor any of its officers, employees, agents or sub-contractors:
- (A) has committed an offence under the Modern Slavery Act 2015 (an "MSA Offence")
- (B) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (C) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (ii) it has and will continue to comply with the Modern Slavery Act 2015; and
- (iii) it shall notify the RHS immediately in writing if it becomes aware, or has reason to believe, that it or any of its officers employees, agents or sub-contractors have breached, or potentially breached any of the Exhibitor's obligations under this Clause 6.2. Such notice is to set out full details of the circumstances concerning the breach or potential breach of the Exhibitor's obligations.
- (b) Any breach of this Clause 6.2 by the Exhibitor shall be deemed to be a material breach and shall entitle the RHS to terminate the Acceptance of Site Contract immediately without any direct or indirect liability to the RHS.

- 6.3 At least 30 days before the commencement of the Event, (or within a time period specified in the Acceptance of Site Allocation) the Exhibitor will provide to TCAS:

- a) plans and all other documentation TCAS may reasonably request (including insurance policies, risk assessments and other health and safety documentation);
- b) samples of all materials and objects in relation to which the words "Three Counties" or "Malvern Showground" (or any other words which imply that the Event is associated with TCAS or Malvern Showground) are used and shall obtain TCAS's written approval prior to any such material being used, distributed or displayed; and
- c) copies of all permissions, consents and licences required for all the activities to be carried on at the Site and in respect of the Equipment under any statute, regulation or byelaw.

- 6.4 In the event that the Exhibitor fails to comply, whether in whole or in part, with its duties under this Clause 6 TCAS shall be entitled (without prejudice to any right it may have, including (but not limited to) its right to terminate this Agreement) to perform and discharge the same and to recover from the Exhibitor any and all costs, charges and expenses it may incur in performing and discharging these duties in accordance with Clause 3.7 (b).

## 7 LOSS OR DAMAGE

- 7.1 The Exhibitor shall take reasonable care of the Site and/or Equipment during the Term.
- 7.2 If the Site and/or the Equipment is returned in a damaged, unclean and/or defective state (except where due to fair wear and tear and/or an inherent fault) the Exhibitor will pay TCAS for the cost of any repair and/or cleaning required to return the Site and/or Equipment to a condition fit for re-hire. The balance of sums due shall be paid within 14 days of the date of the invoice.
- 7.3 The Exhibitor shall pay to TCAS the replacement cost of any Equipment or parts of the Site (on a new for old basis) which are lost, stolen and/or damaged beyond economic repair less the amount paid to TCAS under any policy or insurance taken out by the Hirer under Clause 9.

## **8 LIABILITY AND INDEMNITY**

- 8.1 Nothing in this Agreement shall limit or exclude a party's liability:
- for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - for fraud or fraudulent misrepresentation;
  - any other liability which cannot be limited or excluded by the Applicable Laws; or
  - under the indemnity set out at Clause 8.4.

8.2 Subject to Clause 8.1, under no circumstances shall TCAS be liable for any losses whether in Agreement and any tort (including negligence), breach of statutory duty or otherwise for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not TCAS were advised of the possibility of loss, liability, damage or expense), indirect or consequential loss (including, without limitation, loss of revenue, loss of actual or anticipated profit (including loss of profits on Agreements), loss of business, loss of the use of money, loss of anticipated savings, loss of opportunity, depletion of goodwill or loss of reputation) howsoever caused.

8.3 The Exhibitor shall indemnify TCAS and its employees and agents against all losses, damages, costs, claims and expenses suffered or incurred by TCAS arising from or as a result of:

- the Exhibitor's breach of Agreement, tort (including negligence) and/or breach of statutory duty;
- any damage, theft or loss of property, goods, articles or other things placed, deposited, brought onto or left on the Site either by the Exhibitor or by its employees, agents, servants, attendees and/or subcontractor;
- any loss, damage, injury or disease which may be suffered by any animal brought on to the Site by any person or persons by reason of the use of the Site by the Exhibitor;
- failure to obtain and comply with all permissions, consents and licences required for all the activities to be carried on at the Site and in respect of the Equipment under any statute, regulation or byelaw;
- failure to carry out and provide TCAS with risk assessments for all activities to be carried on at the Site;
- any claim made against TCAS by a third party for actual or alleged infringement of a third party's Intellectual Property Rights; and
- any third party claims in relation to the Event, Equipment and/or Site other than those that cannot be excluded by the Applicable Laws.

## **9 INSURANCE**

9.1 The Exhibitor shall arrange a comprehensive insurance policy, at its sole cost, for the following:

- public liability at the Site during the course of the Term, in respect any materials or goods owned or controlled by the Exhibitor, which, in respect of any individual claim is not less than £5,000,000.00;
- employers liability as required by statute; and
- loss, theft or damage to any of materials or goods owned or controlled by the Exhibitor.

9.2 The Exhibitor shall provide TCAS with reasonable details of the insurance policies maintained in force by the Exhibitor.

9.3 The Hirer shall not, whether directly or indirectly, do (or permit or cause to be done (as the case may be)) anything which might cause any policy or policies of insurance effected by TCAS to be void or voidable at the instance of the insurance company or reduce any payment received from the insurance company under such policy or policies or increase the premium or premiums thereof (or omit to do anything which might result in the same).

9.4 Please note that any vehicle (owned or hired or loaned to you) you bring on to site must be insured for a minimum of Third Party Only. We randomly ask for proof of insurance, and if you are unable to provide this, the vehicle/s will be refused access.

## **10 DISPUTE RESOLUTION**

10.1 All disputes which shall at any time arise between TCAS and the Exhibitor in respect of the construction or effect of this Agreement or the respective rights, duties and/or liabilities of the parties hereunder, or any matter or event connected with or arising out of this Agreement shall be referred to such independent third party (the "Third Party") as TCAS and the Exhibitor shall jointly nominate.

10.2 If TCAS and the Exhibitor shall fail to nominate a Third Party within 14 days of the date of occurrence of the dispute, then the Third Party shall be nominated at the request of either TCAS or the Exhibitor by the Chairman for the time being of Malvern Hills District Council.

10.3 The parties acknowledge that the Third Party (whether appointed under Clause 10.1 or 10.2) shall act as an expert and not as an arbitrator. The parties shall share equally the fees and expenses of the Third Party.

10.4 No party may commence any court proceedings pursuant to Clause 14.9 in relation to the whole or part of the dispute until the parties have followed the procedure outlined at Clauses 10.1-10.3 above, provided that the right to issue proceedings is not prejudiced by a delay.

## **11 RISK AND OWNERSHIP**

11.1 Risk in the Equipment will pass to the Exhibitor immediately from the commencement date of the hire and will not pass back to TCAS until the Equipment is returned to TCAS and all goods, machinery or other assets situated at the Site belonging to the Exhibitor have been removed.

11.2 Ownership of the Site and/or Equipment remains with TCAS at all times. The Exhibitor has no right, title or interest in the Site and/or Equipment.

11.3 The Exhibitor must not deal with the ownership or any interest in the Site and/or Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

## **12 INTELLECTUAL PROPERTY**

12.1 The Exhibitor represents and warrants that it owns or is solely entitled to use the Exhibitor's Marks and any other material supplied to TCAS in relation to this Agreement and TCAS shall be entitled to see evidence to this effect on request and TCAS's use of the Exhibitor's Marks will not infringe the rights of any third party.

12.2 The Exhibitor acknowledges that all rights in TCAS's Marks, including any goodwill associated with them, shall be the sole and exclusive property of TCAS and the Exhibitor shall not acquire any rights in TCAS's Marks, including any developments or variations of them.

12.3 All Intellectual Property Rights in and to any materials produced for an Event by or on behalf of TCAS or jointly by TCAS and the Exhibitor shall, with the exception of the Exhibitor's Marks, be the sole and exclusive property of TCAS and if the Exhibitor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to TCAS on request, whenever that request is made.

## **13 CONFIDENTIALITY**

Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ('Confidential Information') except as strictly necessary to perform its obligations or exercise its rights under this Agreement, except that this provision shall not apply to Confidential Information which:

- the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party;
- comes into the public domain otherwise than through the default or negligence of the receiving party; or
- the receiving party is required to disclose by law or applicable regulatory authority.

**14 GENERAL**

- 14.1 TCAS shall not be liable for any delay and/or non-performance of this Agreement or for damage to property to the extent that such delay and/or non-performance is due to a Force Majeure Event. In the event that TCAS is unable to comply with its obligations due to a Force Majeure Event, both parties shall be released from their respective obligations.
- 14.2 Any notice given to a party under or in connection with this agreement shall be in writing and shall be (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) by email to the address notified to the other party. Any notice shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second day after posting or (c) if sent by email, at 9.00 am on the next day after transmission. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.3 Each party acknowledges that, in entering into this Agreement, it does so not on the basis of or in reliance on any representation, warranty or other provision, save as expressly provided in this Agreement and, accordingly, all conditions, warranties or other implied terms are excluded to the fullest extent permitted by law.
- 14.4 TCAS employees or agents are not authorised to make any representations concerning the Site and/or the Equipment unless confirmed in writing and any advice or recommendation given by TCAS to the Exhibitor as to the use of the Site or the storage, application or use of the Equipment which is not confirmed in

writing and is followed or acted upon is entirely at the Exhibitor's own risk.

- 14.5 Nothing in this Agreement shall or shall be deemed to create a partnership between the parties.
- 14.6 A person who is not a party to this Agreement has no rights under the Agreements (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Agreement.
- 14.7 No waiver by TCAS of any breach hereof shall operate as a waiver of any term hereof or of any subsequent or continuing breach.
- 14.8 No amendment of or addendum to this Agreement shall be effective unless it is in writing and is signed by or on behalf of both parties.
- 14.9 This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 14.10 If any provision is held by any competent authority to be unenforceable, in whole or in part, the validity of the other provisions of this Agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 14.11 The Exhibitor shall not, without the prior written consent of TCAS assign, transfer, charge, sub-agreement or deal in any other manner with all or any of its rights or obligations under the Agreement.

**ANNEX A**  
**EVENT USERS MANUAL**

**(TO BE READ IN CONJUNCTION WITH THE STANDARD TERMS AND CONDITIONS OF HIRE)**

All defined words and expressions in this manual shall have the same meanings attributed to them in the Terms unless the context requires otherwise.

**Part A: Temporary Structures**

1. The Hirer shall inform TCAS of all Temporary Structures it intends to use 30 days before the Event.
2. The Hirer shall provide TCAS with the following at least 30 days before the Event:
  - a) details of who will provide the Temporary Structure and who intends to erect the Temporary Structure and
  - b) details of its nominated Health and Safety individual trained to a NEBOSH certificate level (the National Examination Board in Occupational Safety and Health)
3. Once on site the proposed area must be 'CAT scanned' by TCAS prior to any Temporary Structure being erected.
4. Immediately following the erection of the Temporary Structure, the Hirer shall provide to TCAS:
  - a) a 'handover certificate' or equivalent, confirming that the Temporary Structure has been erected properly and is safe and ready for use (in cases where the Temporary Structure is provided and erected by a specialist company approved by TCAS)
  - b) a certificate to confirm that the Temporary Structure has been erected properly and is safe for use from either a Health and Safety professional or a suitably qualified individual where a Temporary Structure is provided by someone other than a specialist company approved by TCAS or is erected by someone without specific qualifications; and
  - c) risk assessments to demonstrate the Temporary Structure is safe for use at the Event. Such risk assessments must make reference to wind capability and anchorage of the structure.
5. During the Event the Hirer must:
  - a) perform regular safety inspections of all Temporary Structures.
  - b) observe current weather conditions and forecasted weather with a view to considering the potential impact on Temporary Structures.
  - c) have in place at all times a 'strike down crew' ready to dismantle any Temporary Structure capable of being dismantled easily should it be necessary.
6. TCAS reserve the right to insist any Temporary Structure deemed unsafe or unsuitable for use is immediately dismantled.

**Tents, Marquees and Awnings**

Any exhibitor wishing to erect their own structures and/or tentage or awning must obtain prior written permission from the Operations Manager, supplying a photograph of the structure they intend to erect. All tentage must be able to withstand adverse weather conditions.

**Part B: General**

In this part B;

**"You"** shall mean the Hirer; and

**"We" and "Us" and "Our"** shall mean TCAS.

**Obligations of the Hirer**

You shall:-

## **Application for Space**

Submit applications for space on the official application form available from the TCAS Shows Department. Applications received after the deadline that are of a sufficiently high standard may be placed on a waiting list.

The RHS/TCAS, reserves the right to deny space at the show to any exhibitor who has consistently failed to provide a high standard and quality of goods or services sold through the show, or who has failed to adhere to the RHS/TCAS Terms. The RHS/TCAS may at its discretion pass information to other exhibition organisers concerning the conduct of such exhibitors.

## **Cancellation of Exhibits** In accordance with clause 4 and clause 6.1.c

Notify the TCAS Show Team as soon as possible in writing if you have been allocated space but subsequently find that you are unable to exhibit must. Exhibitors who cancel late or who neglect to send any notification may not be allocated space at subsequent RHS/TCAS Shows. The RHS/TCAS reserves the right to recover its reasonable expenses when exhibits are cancelled.

The RHS/TCAS reserves the right to cancel or amend any allocation of space at any time if it considers the attendance of an exhibitor at the event will be prejudicial to the interests of the general public, members of the RHS/TCAS or the good name of the RHS/TCAS. The RHS/TCAS reserves, without limitation, the right to remove or alter exhibits and to refuse any application for space and in the event of any such refusal it is not required to give an explanation.

## **Sub-letting of Space**

Not transfer the whole or any part of the space allocation to any other organisation or person not mentioned on the space allocation form as a Joint Exhibitor without first obtaining written approval from the RHS/TCAS.

## **Allocated Space and Exhibit Boundaries**

Confine exhibits to their allocated area during the Event, this includes overhang of structures and buildings. Exhibitors will be asked to move items in gangways, and obstructing items may be removed.

## **Alteration of Entries**

Notify the TCAS Show Team in writing of any changes to an exhibit from that on the application form or plans. Only items mentioned in the exhibit description on the application form may be exhibited. The Society reserves the right to refuse any exhibit which it considers unsuitable and to require its removal from the showground

## **Conduct and Displays**

1. Maintain a high standard displays of all times.
2. Conduct business in a polite and courteous manner and in a fashion in keeping with the Event ethos. Whilst on their stand exhibitors must not smoke, consume food or drink or leave food and drink items in view of Event visitors. During the open hours of the Event, exhibitors are expected to maintain a clean, tidy and acceptable appearance.
3. Not canvas for business in any part of the site outside the space allocated to them. The sale or distribution of literature not relevant to the exhibit or to the exhibitor's normal business is prohibited.
4. Respect the Site and neighbours' stands or sites.

5. Not carry out any fundraising activity without prior written permission of the TCAS Show Team and then only within the exhibitor's garden or stand.

### **Catering**

1. Only use those caterers contracted to us as defined in the Cover Sheet unless otherwise agreed in writing.
2. Not let any alcohol be consumed within a licensed building other than alcohol purchased from an authorised licensed bar, unless by our prior verbal agreement.
3. Not to allow any under age drinking.

### **Cleaning**

1. Keep the Site clean, orderly and in good condition for the Term.
2. Leave the Site in a clean, orderly and good condition at the end of the Term.

### **General**

1. Submit plans on application showing the proposed use of graphics, murals, painted backgrounds, etc. Written permission is required from the TCAS Show Team prior to use. In all cases these must be constructed of a fire-retardant material.
2. Not to undertake the following activities without written authority from the TCAS Show Team and any other relevant bodies:-
  - Helicopter/Hot Air Balloon rides/use.
  - Use of PA/amplified sound equipment and audio equipment.
  - Use of pyrotechnics (fireworks)
  - Employment/use of any contractor/consultant.
  - Sub hiring of any part of the hired area.
  - Sale of alcohol, ice cream, soft drinks, confectionery or any other refreshments.
  - Auction or sale of any kind.
  - Camping/Caravanning, excluding the event secretary and work party.
  - Breaking ground for any purpose – a permit is required from TCAS
  - Attach any item to any of the Premises' walls, doors, floors, ceilings etc
  - Any other activity that we inform you requires authority.
  - To employ any caterer other than those authorised by us.
  - To use any site shop apart from the authorised Site shop.
3. Not to utilise the following restricted items:-
  - Balloons
  - Flags
  - Gnomes or brightly coloured creatures
  - Material exuding a foul or unpleasant odour (including spray paints, aerosols and fibres)
4. Not to utilise the following items at the Event without first obtaining written approval from the TCAS Show Team
  - Any item which, in the opinion of the Society, detracts from the presentation of the plants or products on display, or from the general appearance of the Show
  - Any item deemed by the Society to have no direct or demonstrable relevance to horticulture or gardening
  - Artificial plant material
  - Banners
  - Bunting
  - Food and drink
  - Fruit or flowers artificially attached to a plant or spray

- Live animals of any kind. Fish may be included in an exhibit only if conditions are entirely suitable and written permission is received from the TCAS Show Team one month in advance of the show
  - Mirrors
  - Music/sound effects
5. To comply with the advice and directions given from any authorities/ bodies.
  6. To enter and leave the Site within the terms specified in this Agreement.
  7. Observe and perform any special conditions required by us provided seven days' notice is given in advance of the Event. In the event of a period of National Mourning being declared, this notice will be reduced to 24 hours during the period of National Mourning only.
  8. Ensure that where the Site's proposed use is for a competitive equestrian purpose you will not use or permit or allow any person to use the Site for exercising, schooling, lunging or grazing of any horses for any other reason other than for that competitive purpose or for warming up or grazing ancillary to that competitive purpose or for such other purposes as you have agreed with us.
  9. Use your reasonable endeavours to ensure that all parties participating in the proposed use abide by the Term
  10. Not impede, interrupt, prejudice or obstruct in any way the carrying out of alterations or works to the Site by us or any of our representatives, agents or contractors.
  11. Consent to moving to an alternative site within the Showground if it is deemed by us that due to adverse weather conditions or any other reason that the Site is not in a fit condition for the proposed use.
  12. Allow any person authorised by us access to the Site.
  13. Whilst on Site comply with all reasonable requirements and requests from us or our representative.
  14. Ensure the safety/security of the Site and preservation of good order therein.
  15. Remove all posters, fixings, items and other assets used for the Event from the Site by the date/time stipulated in this Agreement.
  16. Submit any complaints in writing to TCAS within 3 working days of the end of the Term.
  17. Request all services through TCAS. Services supplied by another contractor must be authorised by TCAS in writing.
  18. Subject to clause 7 of the Terms, at the expiration of the contract to re-instate any damage arising from the contract to any part of the Site to our satisfaction.

## **Health and Safety**

1. To provide all requested documentation which must be completed prior and during the Event. This forms part of the contract and must be completed by you or your Health and Safety representative.
2. Comply with all health and safety legislation.
3. Comply with all health and safety signage whether supplied by us or you.
4. Ensure that all exhibitors complete a risk assessment and produce a copy of their current Public Liability/Employers Liability insurance certificate.
5. Ensure smoking is prohibited in any building, the stable area, any other prohibited area and where signage indicates.
6. Comply with any sounding of the fire alarm or other agreed warning, and vacate the building immediately.
7. Prohibit the lighting of fires and ground barbecues.
8. Take responsibility motor vehicles, children, animals, orderly and safe admission and departure of such to and from the Site.
9. Ensure all doors, entrance gates both pedestrian and vehicle, passageways, walkways etc are kept clear of obstructions, and that fire doors are not locked.
10. Ensure any machinery, motors or other apparatus brought on the Site for the Event be properly maintained and used by competent persons and rendered incapable of use when not in operation.



11. Ensure all electrical equipment brought in for the Event is PAT tested ("PAT tested" means a certificate issued by a qualified electrician stating the electrical appliance is safe to use.)
12. Notify us of any hazardous material/substance brought on Site. See MHDC LPG guidelines.
13. Ensure hazardous material/substance is stored and used as per manufacturer's instructions.
14. Ensure all vehicles within buildings are to have a drip tray beneath the engine.
15. Report immediately any spillage of hazardous material/substance to us.
16. Ensure all riders of horses, donkeys wear a hard hat at all times.
17. Ensure that exhibitors/employees using the stable area are informed of the lighting in their stable and that a torch may be necessary.
18. Ensure dogs are kept on leads at all times and are cleaned up after.
19. Ensure all animals are kept under control and good husbandry practices are employed.
20. Ensure any person handling food is competent in food hygiene practice and regulations; a copy of the Malvern Hills District Council Food Hygiene guidelines is enclosed within the Health and safety document.

## **Marketing**

1. Proofs on all aspects of advertising campaigns to be sent to TCAS prior to publishing/printing for authorisation in writing from the Marketing Manager. This will include advertisements, leaflets, posters etc.
2. Exhibitors and their sponsors may not use the RHS logo unless they are licensees of the RHS.

## **Noise**

We have an obligation to our neighbours to minimise noise pollution. At our request you must reduce the volume of sound emanating from any amplifier, loudspeaker, loudhailer or other instruments to a maximum of 80 decibels per meter of source. Should this have to be repeated a Showground officer will disconnect the appliance and no compensation will be payable by us to you.

## **Traffic**

1. Not put up any signs without the written permission of the Highways Authority.
2. Ensure no vehicles are in the horse lines or stables area.

## **OBLIGATIONS OF TCAS.**

We shall:-

## **Cleaning**

Provide toilet cleaning, litter clearance, waste disposal and toilet materials

## **Health and Safety**

Report any accidents applicable under RIDDOR (Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995) to Malvern Hills District Council, Avenue Road, Malvern, WR14 3AF 01684 862151 or to Incident Contact Centre, Caerphilly Bus. Park, Caerphilly, CF83 3GG tel: 0845 300 9923 fax: 0845 300 9924. Our Accident Book to be returned by you intact at end of the Event.

## **General**

1. Arrange for access to the Site.
2. Reserve the right at any time to move you from the Site to a new location within the Showground if it is deemed by us that due to adverse weather conditions or any other reason the Site is not in a fit condition for the proposed use.
3. Use all reasonable endeavours to ensure that the Site is in good condition and suitable for the proposed use.
4. Reserve the right to charge you any expenses incurred to remove items left behind from the Show.