



2017 TRADE/EXHIBITOR APPLICATION
SATURDAY 28TH OCTOBER

Name of Company:	Contact Name:
LTD Company <input type="checkbox"/>	Please note: You will be personally liable for the charge if you supply incorrect information
Sole Trader <input type="checkbox"/>	
Trading As _____	
Address:	Telephone Land Line:
Email:	Mobile:
Fax:	
Please list all types of Goods/Products/Services you wish to sell, display or promote from the space allocated to you: Please note, if you sell items not listed on this form you maybe asked to withdrawn them from sale:	

PITCH SIZE

Width (m)	x	Depth (m)	= m2 (min3x3)	x price per m2	=	Total Space Cost
	x		=		=	

TRADE CAR PARK RESERVATION (Limited numbers available)

_____	Registration Number for vehicle(s) to be parked in Trade Car Park:
x Car Parking Space(s)	_____

Please specify your requirement with a ✓	Market Stall <input type="checkbox"/> £30 + VAT
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Trading Information

Area	Area Description
Start/Finish Line (St Bedes Prep School)	Flat Grass Area & Road

- Please do not send payment with your application.
- Once your booking has been accepted and an invoice has been raised no refunds will be given for cancellations.
- Eastbourne Borough Council reserves the right to refuse or cancel any booking.
- Get In will be from 06:00am on Saturday morning.
- Trading hours are 07.00am- 6.00pm.
- All exhibitors will be required to sign and complete a user licence which will detail permitted activities and your legal responsibilities whilst trading on Eastbourne Borough Council land.
- Please report to Event Control on arrival. All passes will then be issued to you and you will be shown to your allocated space.
- Strictly no ice creams, catering or alcohol products can be sold on site. Separate tendering process is in place for these products.
- Exhibitors offering food for sale to the public must comply with the relevant sections of the Food Hygiene (England) Regulations 2005.
- There is no space available for leaving vehicles on site. A space will be reserved for you in the Traders Car Park.

I have read and acknowledged all the Trading Information and the Terms & Conditions and agree to abide by them all:

Name: _____

Company: _____

Signed: _____ Date: _____

**PLEASE READ THE ENCLOSED TERMS & CONDITIONS BEFORE
SUBMITTING YOUR APPLICATION**

In these terms and conditions the phrase 'organiser' relates to Eastbourne Borough Council and the term 'exhibitor' relates to all employees of such company, agent, organisation or individual.

Booking & Payment Terms

1. Bookings will only be made on receipt of: your completed Application Form, Health and Safety Questionnaire, Risk Assessment and copies of your relevant Public and Products Liability and Employers Liability Insurance Certificates. (Minimum £5 million cover) **Incomplete applications will not be processed**
2. Should you have any queries regarding payment of an invoice you have received please contact us immediately. If your account is outstanding for ANY Eastbourne Borough Council Department your booking will be refused or cancelled without prior warning.
3. Once your booking has been confirmed in writing an invoice will be raised and sent to you for payment. All invoices are raised on a strict 28 days term.
4. If your invoice remains outstanding after 28 days and payment is not received your company details will be placed on our departments 'Bad Debtor List' for our future events. In this instance the organiser reserves the right to cancel the exhibitor's space without further notice and to impose cancellation charges.
5. The organiser reserves the right to refuse an application for trading at their discretion.
6. You will receive written confirmation of your booking along with two copies of your User Licence for your signing and immediate return.
7. The licence drawn up by Eastbourne Borough Council is in a standard format and is non-negotiable.
8. All pre-payments are NON-REFUNDABLE. Payments can be made by credit card, debit card, BACS or cheque.
9. Please see the reverse of the Invoice for payment terms and details of how to pay.
10. A photograph of your trade stand must accompany all applications for exhibition space. Exceptions will only be made if you attended Magnificent Motors with the same stand.

Cancellation Policy

1. Upon confirmation of your booking an invoice will be raised and sent to you. Once this invoice has been paid NO refunds will be given.
2. All cancellations and reductions in stand spaces must be received in writing to the organiser.
3. Should a reduction in space size be made the organiser reserves the right to move the exhibitor's price area location
4. Should an exhibitor's organisation go into receivership prior to the event the organiser will automatically cancel the space unless otherwise agreed.
5. If an exhibitor fails to occupy the site by the time required on the day of the event the organiser reserves the right to reallocate the site. No refund will be given in this instance.

Space

1. The space booked and confirmed by the exhibitor must include sufficient room for all guy ropes, tow bars, foldout flaps on units, accessories and equipment required for the exhibition.
2. The organiser reserves the right to change the layout and location of the exhibition space without prior notice.
3. Pinning of stands into the ground is not allowed. Stands must be secured to the site but not be invasive on the surface.
4. You will be allocated your space on arrival within the price area booked. The organiser will not advise you of your location prior to arrival.
5. Change of space on arrival or during the event is NOT permitted under any circumstances.
6. All pitches are sold on a first come basis and there is NO guarantee that your pitch will be the same as in previous years
7. There is no guarantee that your pitch will face the Arena

Electricity

1. If you require power the following rules and regulations must be adhered to;
Should you wish to bring in your own electricity supply for your stand (i.e. generator) you must obtain permission from the organiser in advance
 - Any generator that is brought onto site must be a super silent diesel generator
 - The exhibitor must ensure the generator is switched off before refuelling
 - The refuelling of a generator must be carried out by a competent person
 - Exhibitors must ensure spill mats are provided and used during refuelling
 - All outlets must be protected by RCD
 - It is the exhibitor's responsibility to ensure generators are placed in a fenced area separate to the public
 - The exhibitor must ensure the generators are well maintained and in good working order with no leaks or excessive fumes
 - The organiser reserves the right to demand removal of any generator that does not comply with these terms or meet basic health and safety requirements.
 - Only sufficient fuel for one day's trading may be allowed on site at any time and this must be stored in the correct containers in a safe environment
 - Any generator coming onto site must be rated below 62dBA as a minimum requirement.
 - There is a minimum requirement of a 2kg CO2 fire extinguisher for any stand with electricity which will be checked on site.

Security

1. Overnight security will be provided. Should additional security be required this can be provided at an additional cost to the exhibitor through our contracted supplier.
2. Personal items left on stands are done so at the owner's/exhibitor's risk. The organiser takes no responsibility for items left unattended or for the security of the exhibitor's property.
3. The organiser reserves the right to undertake security checks as deemed necessary and to refuse entry to vehicles or personnel at their discretion.

Litter

1. It is the exhibitor's responsibility to remove litter from their immediate area and to keep their area tidy.
2. All rubbish must be cleared from your site at the end of each day and put in the relevant recycling areas or in the large Euro Bins provided.
3. Any rubbish not cleared away at the end of the event will be photographed as evidence and then a charge will be made to you as a fine. You will also jeopardise your chances of returning to future Eastbourne Borough Council events.
4. Cardboard needs to be flattened and placed in the areas provided. Exhibitors must not place boxes in the public bins.
5. Exhibitors who leave litter will be charged a litter fine and this may jeopardise any future trade application by the exhibitor.
6. Black sacks are to be used for rubbish. These are to be provided by the exhibitor.

Access

1. Set up details for trade stands will be included on the Exhibitor Instructions that will be sent to you.
2. All exhibitors must report to Event Control on arrival. Failure to comply with this will result in the site being forfeited. No refunds will be given in this instance.
3. All deliveries to stands must be made before 06:30 on the mornings of the event. Delivery vehicles will not be allowed access onto the site after this time. All vehicles must be off site by 07.00am.
4. A banks man must be provided when reversing any vehicle.
5. There is no provision for parking on site. Once set up is complete all vehicles must be moved off site and parked in the Traders Car Park in College Road Car Park.
6. A speed limit of 5mph is in force whilst on site and hazard lights must be used at all times.
7. Exhibitor Passes need to be collected from Event Control upon arrival for set up.

Health & Safety

1. It is the exhibitor's responsibility to comply with all health & safety and fire legislation.
2. Public liability insurance (including product liability if selling) up to the value of £5 million and employers liability of up to £10 million is required. This must be submitted at time of booking.
3. Should the exhibitors insurance documents not cover the event date, the current form should be submitted with the replacement document being sent once it comes into force. In these cases the replacement document must be received prior to the event start date.
4. A company health & safety policy must be in place if a company employs more than 5 people, this may be requested by the organisers.
5. Exhibitors are to provide confirmation of insurance.
6. The exhibitor is responsible for all equipment brought onto site and for ensuring all insurances are obtained and contractual obligations are met.
7. The exhibitor is responsible for all stand conduct, public handling of exhibits, all consequential and other injury or loss.
8. The exhibitor shall not do anything to jeopardise organisers insurances or licences in connection with the exhibition.
9. The exhibitor will indemnify the organiser in respect of loss or damage to the premises or property.
10. Exhibitors participate at their own risk.
11. All exhibitors must hold suitable and sufficient fire-fighting equipment at their stand and all staff must be trained in its use.
12. Marquee structures must adhere to fire regulations and must be securely and safely constructed.
13. The organiser reserves the right to request that an exhibitor leaves the site for any reason, or close any exhibit that is deemed unsafe or a risk to the general public, or that does not conform to the rules and conditions. There will be no entitlement to refunds in this situation.
14. In the case of an emergency please notify one of the organisers immediately. Ensure that all persons are removed in a calm and effective manner and access routes left clear for the emergency services.
15. Eastbourne Borough Council's health & safety policy is available on request.
16. The organisers will monitor health & safety for the duration of the event. Visits will be made throughout the event to ensure that stands comply with all terms and conditions.
17. All exhibitors must complete the health and safety questionnaire in full along with a risk assessment and supply the necessary documents.
18. Gas appliances must be fully tested and relevant certificates available on site for inspection.
19. Exhibitors are responsible for all third parties associated with their stand and for ensuring relevant insurances are held.
20. Exhibitors using equipment and machinery during the event must ensure that suitable guards and safety devices are in place. All machinery must be properly maintained in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).
21. It is the exhibitor's responsibility to ensure that the public have no access to any hazardous areas.

General Exhibition Site

1. Exhibitor Instructions will be sent out to you with other documentation prior to the event.
2. Traders and exhibitors are expected to provide their own marquees and exhibition stands. These should be risk assessed by you and meet all health and safety standards. A copy of your risk assessment and a separate fire risk assessment must be supplied before you are allowed on site to ensure that you comply with the Regulatory Reform (Fire Safety) Order 2005.
3. The organiser accepts no responsibility for loss or damage from an error in appointment space or encroachment by one exhibitor into the space apportioned to another.
4. No requests can be made for stand locations. Sites will be allocated on arrival at the organiser's discretion.
5. Stand height restrictions apply because of decorative lighting cables. If you require more than 3m height please contact the organiser before making a booking.
6. Sub letting or sub contracting of exhibition space is prohibited.
7. The organiser reserves the right to refuse or cancel entry with good reason.
8. The organiser may decline proposed exhibits or order removal of, or remove without reason. It is the organiser's discretion on any refund.
9. Stands and exhibits are expected to be of a high standard. The organiser reserves the right to remove any untidy stands.
10. The use of microphones or amplifiers on stands is prohibited. The organiser reserves the right to demand removal if found on site.
11. No roving sales or sampling is allowed unless previously agreed by the organiser.
12. Exhibitors must man stands for the opening times of the event.
13. Exhibitors are not permitted to call out from their stands.
14. Exhibitors must leave their site in the condition they found it in. Should any damage be made, including damage to plants, shrubs, flower beds or foliage, the organiser will charge for the repair costs to the exhibitor.
15. No obstruction of gangways or open spaces is allowed. No signs or projection may be hung over gangways or open spaces or in any way affect neighbouring displays
16. The organiser will not provide any storage for equipment or stock.
17. Access to sites by the organisers or their representatives must be allowed at all times throughout the event.
18. No tents, caravans or mobile homes are allowed on site during the event and traders and exhibitors are not permitted to sleep on site
19. Camping is not permitted on site.
20. Any exhibitor found to be sleeping on site will be asked to leave immediately and their trading pitch will be forfeited by the organiser for the remainder of the event. No refunds will be given in this instance.
21. Any exhibitor found to be trading later than the permitted finish time will have their trading pitch forfeited by the organiser for the remainder of the event. No refunds will be given in this instance.
22. The exhibitor is responsible for ensuring that all goods sold on stands comply fully with UK and European Consumer Laws with regards to safety, fair trading, price display, food and weights & measurers. Any services provided and statements about services provided should comply with trading standards legislation. Trading standards advice can be found on www.everythingregulation.org.uk
23. On no account should any goods be sold that infringe any copyright or trademarks.
24. The exhibitor is responsible for any faulty or mis-described goods sold by them. The organiser accepts no responsibility for any contractual liabilities of the exhibitor. In the event of a contractual dispute the exhibitor's business details will be passed to the 'injured' party.
25. Exhibitors are required to display full details of business owners on stands.
26. Exhibitors are advised to take out cancellation cover. The organiser is not liable for refunds or compensation in regard to the event including cancellation or curtailment for any reason beyond the reasonable control of the organiser.
27. No food, confectionery or drink may be sold or given away from your stand unless previously agreed with the organiser.
28. No unauthorised goods as described below may be displayed, sold or given away from your stand: refreshments, items deemed as weapons (knives, crossbows, airguns or catapults) livestock, live fish, caged birds, dogs, pets, lottery, raffle or gaming tickets, event branded souvenirs, tobacco products, adult toys or games, radio or radar equipment (without prior authorisation), age restricted products or any item deemed unsuitable by Eastbourne Borough Council or the Police.
29. Each Exhibitor must have an exhibitor pass for identification whilst on their stand.
30. Eastbourne Borough Council will work closely with Trading Standards throughout the event, and will supply information on exhibitors if requested. All goods sold on Council land must be of marketable and satisfactory quality, and comply with all Trading Standards legislation.
31. A condition of your booking is that you comply with any requests from officers employed by Eastbourne Borough Council relating to the safety, hygiene and admittance of the public to your stand.
32. Please note, Eastbourne Borough Council will not be liable for any loss of earnings, or any other losses incurred as a result of the event for any reason being cancelled or abandoned.
33. Eastbourne Borough Council reserves the right to have exhibitors which give away free samples of food, drink or any other products at the event.