



## Terms and Conditions

- 1. Definitions
- In this contract the following definitions shall have the following meanings:
  - ‘the Contract’ The agreement between the Organiser and the Exhibitor comprised by these Terms & Conditions (with any modification as may be agreed in writing) including the Booking Form (if used). Telephone bookings are accepted subject to these Terms & Conditions. . ‘the Authority’ The relevant District, County or Borough Council; the relevant Fire Brigade, the relevant Police Authority; the Home Office; HM Customs & Excise and any other relevant Government Department or body or any other competent authority having jurisdiction in respect of the locality in which the Fair Venue is located or any activity connected with the Fair ‘the Organiser’ JOS Events Ltd together with all its personal. ‘the Owner’ All persons having any proprietary right or interest in or over the Fair Venue (or any part thereof) from whom the Organiser must obtain the right and necessary consent or approval to use the Venue for the Fair. ‘the Charges’ The total fees payable for the Pitch or Pitches. ‘the Fair / Flea’ The Fair / Flea described on the Booking or for which event the parties have agreed to contract. ‘the Fair Manager’ The person or persons so designated by the Organiser. ‘the Fair Venue’ All the buildings, land and premises and facilities located at the Fair. ‘the Person’ Includes any individual, company, sole trader, partnership or other legal entity. ‘the Exhibitor’ The person named on the Booking or the person allocated a pitch. ‘the Pitch’ Shall, unless otherwise specified, include any stand or space-only site or other area made available and allocated to the Exhibitor.
- 
- 2. Compliance with Requirement of the Authorities and the Law.
  - In addition to these Terms & Conditions, the Exhibitor must comply with the requirements of the insurance policies of the Owner and the Organiser and all other provisions in force from time to time applicable to the Fair, the Exhibitor and/or any of the sale goods, displays or services the Exhibitor wishes to include in the Fair and where applicable with any regulations issued by the Owner in force at the time of the fair.
  - Exemption from any of the Terms & Conditions may be granted at the Owner’s discretion. No exemption given by the Organiser will be effective unless it is in writing.
- 3. Nature of the Contract
  - No pitch will be classed as reserved or treated as allocated and no Contract shall exist until the Exhibitor has paid the charges in full.
  - The Contract constitutes a licence and not a tenancy. The Organiser reserves the right at any time to make such alterations to the plan of the Fair, which in its opinion, be necessary in the best interests of the Fair and the public as a whole.
- 4. Organiser’s Liability –Cancellation of the Fair etc.



## Terms and Conditions

- The Contract shall continue in full force and effect and the Organiser shall be under no obligation to repay the Charges paid or payable by the Exhibitor and shall be under no liability to the Exhibitor whatsoever as the result of the happening of any of the following events (EXHIBITORS ARE STRONGLY URGED TO SEEK APPROPRIATE INSURANCE COVER IN RESPECT OF THE CONSEQUENCES OF THESE RISKS):
- (a) the Fair being abandoned, cancelled, postponed, suspended (in whole or in part) or otherwise adversely affected by reason of any Act of God, war, fire, flood, emergency, drought, labour dispute, trade dispute, terrorist act, threat of terrorism, strike, lock-out, civil disturbance, accident the non-availability of the Fair Venue or any other cause not within the Organiser's control.
- 
- (b) Any changes in requirements of any Authority or the Owner in respect of the fair.
- The Organiser shall be entitled to exercise all or any of the rights, powers or discretion conferred on it by these Terms & Conditions without assigning any reason and (unless otherwise provided) in such a manner as, in the Organiser's view, is in the best interests of the Fair. In no circumstances shall the exercise by the Organiser of any of these rights, powers or discretions give rise to any claim against it.
- The Organiser reserves the right to change the dates and/or location of a Fair.
- 5. Exhibitors' liability on cancellation
- All requests for cancellation must be submitted to the Organiser in writing and depending on when the same is received by the Organiser. A pitch cancelled after one calendar month before the Fair NO REFUND OR CREDIT WILL BE GIVEN. A pitch cancelled when booked after the one calendar month payment date. No refund or credit will be given.
- The organiser will try to move your booking to another fair if informed of the cancellation at least one calendar month prior to the first day of the fair.
- 6. Admission to the Fair and Ticket Arrangements
- The Organiser reserves the right to refuse to admit or to expel from the Fair Venue any person at any time notwithstanding that person's possession of a valid ticket.
- Each Pitch entitles entry for 2 Exhibitors and 1 vehicle (caravans included).
- Please note that no generators are permitted on site. Anyone requiring power must book an EHU pitch.
- Acknowledgement of payment will be sent via email. The exhibitor must familiarise themselves with the arrival information to the relevant fair which can be found at our website under 'trader info'. Arrival information will not be sent via email. Each vehicle pass will admit 2 people travelling in that



## Terms and Conditions

vehicle. E-Passes will be emailed to the exhibitor. Please save the E-Pass to a SMART phone or print out. If travelling separately Exhibitors must advise the Organiser in advance. If documents do not arrive or are incorrect, Exhibitors should contact the Organiser without delay. 1.2 Clause headings in the Terms & Conditions are for ease of reference only and shall not be taken into account in construing these agreements.

- Passes will not be posted, only emailed.
- 7. Gangways/aisles/Fire Doors/Escapes
- It is the responsibility of the Exhibitor to ensure that any gangways, aisles, Fire Doors or Escapes adjacent to its pitch are kept free from obstruction during the whole of the time the Fair Venue is open for the purpose of the Fair and, so far as practicable, during the setting up and dismantling of the Fair.
- The Organiser reserves the right to remove obstructions to the gangways and aisles and no compensation will be payable for damage, loss or inconvenience caused by the reasonable exercise of this power. In cases of serious or persistent breach, the Organiser may also exclude the Exhibitor or terminate the Exhibitor's Contract.
- 8. Delivery and Removal of Sale Goods, Displays & Fittings
- Prior to the opening date, the Organiser will notify Exhibitors of the times prior to opening and following the closure of the Fair when goods for sale or display may be received at the Fair Venue and removed from it. Only those entrances and exits specified by the Organiser may be utilised. Exhibitors must accept as final the ruling of the Organiser. With regard to the short and long term parking of delivery and other vehicles. The packing and/or removal from allocated pitches of goods for sale or display by Exhibitors, prior to the notified Fair closing time will not be permitted without the consent of the Organiser.
- In the event that the Organiser or the Authorities shall require a vehicle to be moved by the Authorities then Exhibitors are deemed to consent to the same and the Organiser shall accept no responsibility for any damage, fines or charges there by caused or incurred.
- 9. Stock It is a material term of these Conditions that:
  - Accurate stock to be sold according to the fair tile.
  - Any of the Antiques & Collectors only fairs no new or reproduction goods will be allowed (unless approved before hand by the directors), and the Organisers reserves the right to vet any Stand and ask Exhibitors to remove any offending items.
- Exhibitors are advised to label and describe all stock accurately and in accordance with all relevant trade and consumer legislation, including without limitation the Trade Descriptions Act 1968 and the Consumer Protection Act 1987. Any disputes with buyers must be settled direct by the Exhibitor. The Organiser accepts no liability whatsoever in this regard.



## Terms and Conditions

- Exhibitors are not permitted to attach any item of stock to the walls of a venue by means of nails, screws or other fixings that may damage the wall. If they do so then any costs incurred by the Organisers to reinstate the damage will be recovered from the Exhibitor.
- 10. Conduct of Exhibitors
- The Exhibitor must conduct themselves in such a manner as shall not in the view of the Organiser cause disturbance to any other Exhibitor, any visitor or the Organiser and create any disturbance, loud noise or obstruction or behave in such a way which in the view of the Organiser is unnecessary or unacceptable.
- Any person who does not comply with these requirements shall be liable at the discretion of the Organiser to be removed from the Fair Venue and refuse re-admission during the period of the Fair.
- In the event that the Exhibitor is in breach of any of the terms of these Conditions the Organiser may, at the sole discretion and without prejudice to its rights under these Conditions terminate any agreement between the Organiser and the Exhibitor governed by these Conditions, and/or all sums payable by the Exhibitor to the Organiser under these conditions shall immediately become payable to the Organiser and shall be recoverable from the Exhibitor as a debt.
- The Organiser reserves the right to cancel all bookings for future events should the exhibitors conduct be unacceptable in the view of the Organiser.
- Entitlement to occupy the Pitch In no circumstances will any Exhibitor be permitted to occupy a Pitch if the Charges have not been paid in full. Should any/Exhibitor be prevented from occupying its Pitch for this reason the whole of the Charges due under the Contract shall be recoverable forthwith by the Organiser. The Organiser shall be entitled to utilise the Pitch allocated to such an exhibitor in such a manner as the Organiser sees fit.
- Under NO circumstances must the exhibitor start packing away before 3pm. This affects every single exhibitor at the showground and causes disappointment to the general public. This will NOT be tolerated.
- Please respect the organisers (JOS Events) and make sure you are out of the showground 2 hours after the end time of the event. It is NOT acceptable to take your time when others have left.
- Use of Pitch, no sub-letting etc.
- The Organiser reserves the right to refuse to admit or to expel from the Fair Venue any Exhibitor who utilises a Pitch for a purpose which, in the opinion of the Organiser, is inconsistent with the integrity of the Fair as an Antique and Collectors Fair or a Flea Fair.
- Right of Entry The Organiser and the Owner and those authorised by them respectively have the right to enter the Fair Venue and Pitch at any time to carry out inspections, execute works, repairs and alterations and for all



## Terms and Conditions

other purposes. No compensation will be payable for damage, loss or inconvenience caused by the reasonable exercise of this power.

- Dangerous Materials and Appliances No naked lights, oil lamps or temporary gas or electrical fittings may be used at the Fair Venue in the selling area and only British Standard approved appliances may be used. The Organiser reserves the right to confiscate any appliance it considers to be a danger or potential danger and any appliances so confiscated will only be returned to the Exhibitor upon departure from the Fair Venue.
- Generators are not permitted.
- Rubbish In the general interests of the Fair, Exhibitors must ensure that their pitches are at all times kept clean and free from rubbish to the satisfaction of the Organiser. Should stock or rubbish be left behind by any Exhibitor the Organiser reserves the right to pass on any costs incurred for removal of that stock or rubbish, or refuse to admit the Exhibitor at any future event.
- Failure of Services Where the supply of services is interrupted for reasons outside the Organiser's reasonable control, the Organiser shall not incur any liability to an Exhibitor for any losses, costs or damage if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any rebate or allowance in respect of the Charges due or paid under the Contract.
- Outside catering is not permitted at West Mid showground
- Indoor Pitch will be provided will be appropriately measured against the size booked. Sizes can be found in arrival information.
- Outdoor pitches are approx. 10 metres by 10 metres.
- Electric pitches are marked in numerical order. These are 10m / 10m. These pitches may be marked out. The exhibitor will be allocated their pitch on arrival and will be expected to go into the next available pitch. Pitch location can not be reserved. Generators are not permitted.
- Anyone with a large van & trailer may be charged for a double pitch.
- 11) Removal by Exhibitors
- Exhibitors are responsible for the complete removal from the Fair Venue of all sale goods, displays and other materials together with all waste and rubbish in accordance with the instructions of the Organiser. Should any Exhibitor fail to remove any of the foregoing within time stipulated by the Organiser then the Organiser shall be entitled but not obliged to remove and dispose of all such items without liability to the Exhibitor who shall be liable for all costs and expenses thereby suffered or incurred.
- The Organiser reserves the right to specify the time at which individual Pitches shall be cleared, this is strictly 2 hours after the gates are closed to the public.
- Notwithstanding instructions issued specifically for the closure of the Fair, security of sale or display goods, Pitch furniture and all property of Exhibitors at all times including during the dismantling period is wholly the





## Terms and Conditions

responsibility of the Exhibitor and the Organiser will not be responsible for any loss or damage suffered or incurred.

- 12) Risk & Insurance
- Each Exhibitor attends the Fair entirely at its own risk.
- The Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise) arising in connection with the erection or dismantling of the Exhibitor's pitch and anything permitted, omitted or done thereon or there from during the period of the Fair or during the construction or dismantling period.
- The Organiser will take such precautions as it may consider appropriate for the proper running of the Fair but will not be at any time responsible for the loss of, or damage to, or safety of any Pitch, sale goods or displays or other property of an Exhibitor, or any other person under any circumstances.
- The Exhibitor shall do nothing to jeopardise the current Insurance Policy or Policies of the Fair Venue or the Agreement between the Organiser and the Owner regarding the use of the Fair Venue and the Exhibitor shall in all cases comply with any requirement of the Fire Officer or other Authorities concerned.
- It is the responsibility of the Exhibitor to ensure they have adequate Insurance cover for Loss, Damage, theft, Public Liability and any other eventuality.
- 13) Indemnity by Exhibitors
- Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the Fair or upon termination of the Contract howsoever arising, the organiser shall be entitled to enter a Contract with some other person to occupy the Pitch.
- The Exhibitor shall fully and sufficiently indemnify and keep indemnified the Organiser from and against all actions, proceedings, costs, expenses, charges or claims whatsoever arising out of the acts, default or negligence of the Exhibitor or any other person or party acting under the Exhibitor's direction.
- 14) Invalidity governing Laws etc.
- The Contract shall be governed by and constructed in accordance with the laws of England and Scotland (where applicable).
- No failure or delay by any person exercising any right, power or privilege under these Terms & Conditions shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the exercise of any right, power or privilege.
- 15) Grievance Procedure
- It is the responsibility of the Exhibitor to bring to the attention of the Organiser at the earliest opportunity any grievance or complaint in order



## Terms and Conditions

that the matter can be investigated contemporaneously and dealt with appropriately.

- The Exhibitor should immediately report any complaint to the Organiser by attending at the Organisers office at the Fair Venue.
- If the Exhibitor feels that any problem has not been satisfactorily resolved at the Fair Venue the Exhibitor should write expeditiously to the Organiser setting out clearly and precisely the matter complained of whereupon it will be investigated and dealt with appropriately.
- Acceptance of Terms & Conditions Submission of an application for a Pitch booking by an Exhibitor and acceptance of such application by the Organiser will be deemed to be acceptance by Exhibitor and Organiser of the Terms & Conditions laid out herein.
- 16) Overnight Security
- All goods left overnight at our multiday events are left at the exhibitor's own risk. The organiser will accept no responsibility for the theft, loss or damage of any goods left on site overnight.
- Please be aware that the organiser will patrol the grounds frequently throughout the night however, responsibility of all goods lies with the exhibitor.
- Exhibitor's are kindly asked to take any items of value home with them overnight.
- Exhibitors camping overnight will be asked to camp next to their pitch & will therefore be responsible their own security.