

Beaulieu Event Regulations and Conditions of Booking for Simply Rallies

Please read these Regulations carefully as failure to comply with any of them may result in the loss of any or all guarantees, privileges, refunds or access rights to any Beaulieu Enterprises Ltd events.

1.0 Definitions

1.1 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 and conditions (with any modification as may be agreed in writing) and the booking form (if used). Online bookings are accepted subject to these terms and conditions.

“the Authority” The relevant District or County, Council; the relevant Fire Brigade; the relevant Police Department; 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 event venue is located or any activity connected with the Event.

“the Company” means Beaulieu Enterprises Limited, registered in England under Company Number 00152186 herein referred to as BEL whom are also the “Organisers”.

“the Charges” The total fees payable for the Stand(s).

“the Venue” All the buildings, land, premises and facilities located on the Beaulieu Estate.

“the Management” The person or persons so designated by the Company to oversee the running of the Event.

“Exhibitor” The person/Company named on the booking form or the person/Company allocated a Stand and shall include all staff, employees, volunteers and agents of such person/Company.

“the Event” The relevant event being applied for as specified on the booking form. In this case the Spring Autojumble and the International Autojumble

“the Stand” Shall, unless otherwise specified, include any stand or space only site or other area made available and allocated to the Exhibitor.

1.2 Clause headings in these terms and conditions are for ease of reference only and shall not affect their interpretation.

2.0 EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

2.1 Each Exhibitor attends the Event entirely at their own risk.

2.2 All exhibits, fittings and all other items brought into the Event by the Exhibitor, contractors or other persons permitted to attend on behalf of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Company shall not be responsible for any loss or damage to such Exhibits, fittings or items however caused.

2.3 The Company will take such precautions as it may consider appropriate for the proper running of the Event but will not at any time be responsible for the loss of, or damage to, or safety of any Stand, sale goods or displays or other Property of an Exhibitor, or any other person under any circumstances.

2.3 The Exhibitor shall do nothing to jeopardise the current insurance policy or policies of the Company.

2.4 The Exhibitor shall in all cases comply with any requirements of statutory, local and other regulations or requirements and bye-laws which affect or apply to the Events and in particular any health and safety legislation or fire regulations and other instructions and regulations laid down by the Local Authority from time to time.

2.5 The Exhibitor shall indemnify and keep indemnified the Company from and against all actions, expenses, costs, charges or claims which the Company or any of its contractors may become liable for in consequence of damage or injury to any person or property occasioned by or arising out of the act, default or negligence of the Exhibitor or any other person or persons under its direction.

2.6 The Exhibitor is responsible for any and all damage or injury to persons or property occasioned by any of the exhibitors or stands or appliances or any act or omission by them or their staff or contractors.

2.7 The Organisers are not responsible for the security of vehicles or other goods being offered for sale, prior to, during or after the event. Although every reasonable precaution is taken, the Organisers expressly decline responsibility for any loss or damage befalling the property or personnel of any exhibitor however caused. It is therefore essential that exhibitors insure on an ALL RISK basis all equipment and stock brought to the stand including property hired or borrowed, and public liability insurance in respect of injury or damage to third parties or their property. Also ensure you have insurance against cancellation or curtailment of the event.

3.0 POWERS AND RIGHTS OF THE COMPANY

3.1 The Company reserve the right to refuse access to the Event at their absolute discretion.

3.2 The Company reserve the right to cancel, curtail or relocate all or part of the event at any time at their absolute discretion and will not be liable for any consequential losses.

3.3 The Company reserve the right to alter the layout of the event, inclusive of changing the location of Stands at any time. If the area of a relocated Stand is smaller than the area applied for, the Company shall make a refund to the Exhibitor pro-rata to the amount of the reduced space.

3.4 The Company reserves the right to alter the dates, opening hours, duration of set up and break down and the total duration of the Event.

3.5 We have a zero-tolerance policy when our staff or other visitor/exhibitors suffer abuse or on wilful acts detrimental to the running of the event. The Company reserve the right to prevent an Exhibitor from trading at any time due to what is deemed as unreasonable behaviour caused by the verbal or physical actions of the Exhibitor or, any member of their staff whether employed or not. Furthermore, the Company reserve the right to remove the Exhibitor from the event and at the Company's sole discretion close down the stall/exhibit and or, remove it from the event without any liability whatsoever for any loss or damage however caused and without liability for any loss of earnings.

3.6 The Company reserve the right to eject anyone from the premises who acts in a manner detrimental to the enjoyment of others.

3.7 The Company reserves the right to remove the privilege of the Exhibitor to attend future events held by the Company. Such notice will be given in writing.

3.8 The Company reserve the right to cancel the intended show at short notice if this is necessary because of an Act of God such as (but not limited to) unusual and catastrophic weather conditions affecting the showground or in the area generally, Government or Local Authority order or request which the Company are obliged to adhere to or which they consider to be reasonable in the circumstances of the situation. We will make every effort to rearrange the event in which case bookings will transfer to the new event date. In the event of a complete cancellation the Organisers will make a full refund of any payments made and will waive any payments due to be made in receipt of exhibitors, but shall not be responsible for exhibitors' consequential or other losses of whatever kind.

4.0 CONTRACT FOR STAND SPACE

4.1 No Stand will be reserved or treated as allocated and no Contract shall exist until the Exhibitor has paid the charges in full.

4.2 Application for Stands must be made via the Company's official Exhibitors' application form. The Company may at its sole discretion accept application by other means. The Company reserves the right to accept or reject any application for Stands from any potential Exhibitor, regardless of previous bookings.

4.3 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 Event as may, in its opinion, be necessary in the best interests of the Event as a whole.

4.4 Once an application has been made and subject to the payment of the fees, the Exhibitor shall have licence to occupy the Stand for the purpose of displaying and selling goods within the scope of the Event for the duration of the Event.

4.5 The Exhibitor shall pay the Company in full at the time of booking. Bookings received without a valid payment method will be treated as void until payment has been made.

4.6 Unless otherwise stated, all sums payable by the Exhibitor are inclusive of VAT and the full amount is due to the Company.

5.0 CANCELLATION OF THE EVENT BY THE EXHIBITOR

5.1 All requests for cancellation must be submitted by the Exhibitor to the Organiser in writing and depending on when the same is received by the Organiser and providing the stand space(s) can be re-let and provided all passes/tickets have been returned to the Organiser in an un-used condition, the following cancellation terms apply:

- 30 Days+ in advance of the Friday of the event – 10% cancellation fee deducted
- cancellation fee deducted.

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- Less than 7 days in advance of the Friday of the event - No refund will be given.
- During and after the event - No refunds will be given

5.2 Cancellation by an Exhibitor voids the rights to retain the same Stand space(s) the following year.

6.0 USE OF THE STAND & ITEMS FOR SALE

6.1 Stands may not be sub-let, or allocated to other persons without the knowledge of the Organisers.

6.2 Unsold items or purchases must be removed from the Grounds immediately after the Event ends unless special arrangements have been made in advance with the Organisers. All waste other than domestic waste must be removed from the site by the exhibitor. Regulations on the disposal of hazardous waste came into operation from July 2004. Certain wastes including paints, engines and engine oils, and batteries etc. are now categorised as hazardous. **What you bring to the event you must take home with you if not sold.** Failure to do so may result in a fine being imposed.

6.3 The Exhibitor must ensure that only items are sold which are, in the Company's reasonable opinion, in keeping with the nature of the event.

6.4 The sale of food and beverages is not permitted except than by the Company's appointed catering contractors unless agreed in writing by the Company in advance.

6.5 The sale of goods which bear the Beaulieu logo or any adaptation therefore are not permitted without prior permission from the Company.

6.6 The sale of raffle tickets or collections for charity must be authorised in advance by the Organisers and, if granted, must only be conducted from within the allocated stand space. No form of advertising material may be displayed or distributed anywhere in the grounds other than on your stand.

6.7 The Company reserves the right to ask an Exhibitor to remove any items from their Stand that are not acceptable or that may cause offence.

6.8 The sale of the following items/weaponry is strictly prohibited. Firearms (real, imitation, or made safe), Swords, Machetes, Harpoons, Bladed implements, or any materials that Beaulieu Enterprises Ltd deem offensive - except pen knives with a blade under 3". Any vendor selling those allowed bladed implements MUST follow the law with regards to the sale of, to persons under age. Any display of such implements must be conducted in a secure way.

6.9 Under the Explosives Act 1875 it is illegal to sell Flares from temporary stands as they cannot be registered. The unauthorised release of Flares or Fireworks is strictly forbidden.

6.10 All deliveries to stands must be complete by half an hour prior to the Event opening to the public. After unloading any vehicle not remaining within your stand area must be removed to the Exhibitors' Car Parking area by half an hour prior to the Event opening to the public. The Organisers reserve the right to remove any vehicle not within a stand space and cannot be held liable for any damage or cost resulting from such removal.

6.11 Stand displays must be complete by the stated public daily opening time. Stand spaces are allocated for the duration of the Event and may not be dismantled in whole or in part until after the stated closing times

and may not be finally removed or stands abandoned until the event closes without permission from the Organisers to break-down earlier.

6.12 All equipment, display/sale items, vehicles, tents etc. must be kept within your allocated stand area and must not be placed in or intrude into the aisles. Please ensure no nails or other sharp objects are protruding from objects or your display. Should an Exhibitor's vehicle not fit within the Stand space then the Exhibitor must pay for the necessary number of Stands if available or remove the vehicle to the Exhibitors' Car Parking area.

6.13 The Company reserves the right to remove obstructions to the aisles and no compensation will be payable for damage, loss or inconvenience caused by the reasonable exercise of this power. The Organisers reserve the right to re-site any exhibitor who does not comply with this regulation and no compensation will be payable for the loss or inconvenience caused. In cases of serious or persistent breach, the Organiser may also exclude the Exhibitor or terminate the Exhibitor's Contract.

6.14 Exhibitors are responsible for the safety of anyone who is on their stand and in the area of their stock.

6.15 Stand space sizes are indicated on the booking form relevant to each event. Please pay attention to the sizes as they can differ for different Events held at the Venue, End of Row stand spaces cannot be guaranteed and it is the Exhibitors responsibility to ensure that their Exhibit fits within their stand space in any given orientation.

6.16 Any transaction at the Event is between the Vendor and the Purchaser alone; no responsibility is accepted by the Organisers.

6.17 It is the responsibility the Exhibitor to provide any structures as required. Any marquee or similar structure must conform to the Construction (Design and Management) Regulations 2015. Severe weather could occur at any time, please make sure that all Stands and structures on your Stand are securely weighted down. It is the responsibility of the Exhibitor to ensure that your structure is anchored down suitably for use in high winds, regardless of the weather conditions.

6.18 The Company are unable to provide marquees on individual Stand spaces. The Exhibitor is permitted to use their own supplier to erect a structure on their Stand spaces with prior approval in writing by the Company. The Company accepts no responsibility for a structure hired by the Exhibitor for siting, sign off or break-down. In accordance with 6.12 and 6.13, all marquees hired by the Exhibitor must fit within your stand Space.

6.19 All exhibitors are responsible for conducting a thorough risk assessment for their stand and any activities taking place within your stand(s). It is the responsibility of the exhibitor to put in place suitable and sufficient controls to reduce the risks.

7.0 EVENT PASSES & EVENT ADMISSION

7.1 Exhibitor admission passes/tickets are only valid if sold by the Company or its authorised agents.

7.2 All passes remain the property of the Company and Exhibitors' are not permitted to advertise or offer them for re-sale or to accept money in exchange for such tickets or passes. Any person or persons discovered doing so will be refused permission to participate in the Event.

7.3 Event passes are posted out to Exhibitors prior to the Event. If passes do not arrive prior to your departure for the Event or arrive or are incorrect, do not delay and please notify the Organisers. Any replacement passes required will not be posted but held for collection upon arrival and will only be issued if the Organisers are notified in advance of the Event. Please do not arrive on site without having notified us that passes have not been received, in such circumstances your passes will be deemed received and additional passes will need to be purchased. It is the responsibility of the Exhibitor to ensure that the Company have up to date contact information for the Exhibitor.

7.4. Bookings made within 1 week of Thursday prior to the Event will have passes held for collection upon arrival.

7.5 The Company are not responsible for passes mislaid or not brought to the event. Additional passes will need to be purchased. If the original passes are subsequently found, refunds will be given only if the passes are returned intact to the Organisers within 2 weeks of the date of the event. Passes reported as not received but subsequently presented at the event will be charged accordingly.

7.6 Admission to the Venue is by Exhibitor Pass and Showground Vehicle Pass. All vehicles, including caravans and any towing vehicles require a vehicle pass to access the Event.

8.0 EVENT & SITE REGULATIONS

8.1 The speed limit of 5mph must be observed when driving anywhere in the grounds at Beaulieu. No vehicle may be ridden/driven within the Showground during the public opening hours of the event unless directed to do so by the Organisers.

8.2 The use of any form of loudspeaker is not permitted anywhere on site.

8.3 Exhibitors must not operate any minibikes, motorbikes, monocycles, scooters, or skateboards at any time during the Event. Bicycles are not permitted to be ridden at any time within the Beaulieu attraction areas.

8.4 Only generators complying with current legislation are permitted in the Event and must be sited/protected so as not to cause disturbance or hazard to adjacent exhibitors or to visitors. Generators with a decibel level of up to 67 dBs may be permitted. Please note that they may be subject to testing and if they do not comply with the above they may not be permitted to operate.

8.5 Any electrical equipment which is brought onto the site must be tested/ certified to the appropriate standards and should carry a current PAT testing label and comply with the Electricity at Work Regulations 1989. Electrical leads for external use must be fitted with 16amp plugs. No electric cables can cross gangways, walkways and fire exits. Equipment must not be left unattended with a live power supply to it.

8.6 All Exhibitors must adhere to the regulations governing the use of liquid gas cylinders, generators and electrical supplies. In particular you must adhere to document No.102763 "Using Calor Gas Safely" (published by Calor Gas Limited).

8.7 All heating and cooking equipment including barbeques must be kept well away from flammable materials and must not be sited to cause a hazard or nuisance to visitors or exhibitors. An appropriate method of extinguishing a fire caused by such equipment must be available for use at all times. Disposable or charcoal fuel barbeques are not permitted on site. In periods of protracted dry weather, the Company reserves the right to

refuse the use of any barbeques and open flame cooking equipment. Fire pits are not permitted anywhere on site. The use of cooking equipment and barbeques is not permitted at Simply Rallies.

8.8 Oxyacetylene Cylinders cannot be brought on site for any reason.

8.9 The details of any practical demonstrations must be brought to the attention of the Organisers upon booking.

8.10 On events where camping is permitted, noise should be kept to a minimum after 23.00 until 07.00 in consideration for our neighbours and also fellow Exhibitors. Outside of this time sound levels from the Stand shall not exceed those levels which in the opinion of the Company causes a nuisance of which may be an infringement of any licence or policy held by the Company.

8.11 Dogs are permitted in the event grounds but must be on a lead and under proper control at all times. Please clean up after your dog. The Company reserves the right to remove the Exhibitor for failure to control a dog on site. In such instances the terms in clause 3.5 will apply.

8.12 A no smoking policy, including e-cigarettes is enforced in all internal buildings/marquees and temporary structures.

9.0 CAMPING (WHEN AVAILABLE)

9.1 Camping is only permitted, when stated as an option for the event, and in the designated area (assigned for relevant events) and nowhere else within the grounds or car parks of the Event, the Beaulieu Complex, Beaulieu Village or wider Beaulieu Estate. Contraventions to camping/parking rules will result in a £100 fee per night. Camping is not permitted for Simply Rallies.

9.2 As a reminder, Forest bye-laws do not permit camping on the forest other than in authorised camp sites. Please visit www.thenewforest.co.uk for details on forest campsites.

10.0 PHOTOGRAPHY AND FILMING

The Company reserves the right to take photos of any stock displayed for sale to use for either advertising or social media purposes.

11.0 GOVERNMENT PUBLIC HEALTH REGULATIONS

All exhibitors must adhere to any public health regulations imposed by the government and any measures put in place by the Company. Any business is required to put measures in place that prevent the spread of infection amongst staff, volunteers and customers. You should factor in these measures to your overall risk assessment.

12.0 INVALIDITY GOVERNING LAWS ETC

The Contract shall be governed by and constructed in accordance with the laws of England.

No failure or delay by any person in exercising any right, power or privilege under these terms and 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 other right, power or privilege.

Please note the previous pages of instructions and above regulations take precedent over any verbal instructions or advice. Variations to any of the event instructions or regulations must be in writing to be confirmed.

SITE INFORMATION

Wi-Fi – unfortunately we are not able to offer wi-fi to traders or visitors within the event. Wi-Fi is available on site from the Brabazon restaurant (during opening hours).

Network coverage – the best phone signal coverage is available on Vodafone and O2. Other networks may not be available on site.

Card Payments – we recommend card payment systems that rely on phone signal of Vodafone or O2. We cannot guarantee the reliability of the phone networks from the providers.

Cash Facilities – there are no cash machines on site.

SITE HAZARDS

The list below details the significant hazards that exist on the event fields. Every effort is made to reduce the risk to those attending the event but, as exhibitors and traders, you must take account and plan your activities around these existing issues:

- The event fields are grass and as such are uneven and pose slip and trip hazards. We recommend suitable footwear is worn.
- The event fields have a slight gradient in places. Care must be taken when loading/unloading vehicles. Vans and lorries must be positioned facing down the gradient so as to prevent any items falling out.
- The speed limit of 5mph across the site will be rigidly enforced.
- Please do not park under tree canopies, trees have a post and rope protection area around them.
- There is a stream and pond between Yellow Field and Red & Green Field - no access is permitted to these areas.