

# REGULATIONS FOR TRADERS & EXHIBITORS

## 1. DEFINITION OF TERMS

- a. **Regulations.** This term is applied to all requirements laid down by the Organisers for the conduct of The Merlin Pageant and to any further additions or amendments as may be deemed necessary by the Organisers.
- b. **Organisers.** This term shall mean the The Merlin Pageant Committee, their servants or agents.
- c. **Exhibitors.** This term shall include all employees, servants and agents of any company or organisation exhibiting or trading at the Pageant.

## 2. APPLICATION OF REGULATIONS

- a. The control of the Commercial Display is in the hands of the Organisers whose decisions are final and binding on all Exhibitors.
- b. The Organisers shall have the right without appeal to resolve all cases, which are not provided for in the Regulations.
- c. Any person or organisation failing to comply with the Regulations or directions from the Organisers may be instructed to leave the airfield and no refund of any site or other charges will be made by the Organisers.

## 3. LIABILITIES

- a. The Organisers will not accept liability for loss of or damage to any exhibits at any time, and Exhibitors are advised to insure their exhibits against such loss or damage, including risk of fire.
- b. Exhibitors will be held responsible for loss of or damage or injury to property (including other exhibitions) and persons, caused by themselves, their servants or agents.
- c. Each Exhibitor participating in the Commercial Display agrees to indemnify the Organisers against all claims of whatsoever nature which may be made against the Organisers, arising out of, or in any way connected with, such Exhibitor's participation in the Commercial Display. This provision is specifically agreed by the Exhibitor to be fair and reasonable.
- d. The Organisers do not accept liability and will not be under any liability to Exhibitors or their employees, servants and/or agents in respect of any direct or indirect damage, loss or injury, to persons or property arising out of or in any way connected with the Commercial Display.
- e. **Exhibitors are strongly advised to take out appropriate insurance cover against the risk of the event being cancelled or postponed. In no circumstances will Exhibitors have any claim against the Organisers in the event of cancellation or postponement of the event.**
- f. In the event of an Exhibitor's withdrawal from the Commercial Display after notification by the Organisers of the allocation of space, all payments made in respect thereto shall be forfeited. Notice of withdrawal must be made in writing to the Organisers who will endeavour to re-allocate the space, but such re-allocation does not necessarily entitle the Exhibitor to refund of any payments made, or release from any sums for which he has become liable.
- g. If an application is received from any organisation whose affairs are, for any reason, placed in the hands of a receiver, that application shall, unless otherwise agreed in writing by the Organisers, automatically become null and void even if previously accepted by the organisers and any monies received will only be returned after deduction of all costs and expenses incurred by the Organisers.
- h. Exhibitors must comply with all UK Statutory Requirements and Regulations whilst participating in the Merlin Pageant.
- i. The Organisers reserve the right to refuse any entry whatsoever and also reserve the right to cancel any entry, which may have been accepted, or decline at any stage to admit any proposed exhibit to the Airfield. Whenever under this regulation an application for space is refused, or an allocation of space is cancelled by the Organisers, or an exhibit is refused admission or removed, the fees paid for such space may, at the discretion of the Organisers, be refunded, and if refunded, shall be accepted by the Exhibitor, or intending Exhibitor, in full satisfaction of all claims against the Organisers.
- j. Exhibitors are responsible for the safety of the public on their sites, particularly for the safe demonstration of any working exhibits or displays, and are responsible for the security of their exhibits and property.
- k. Visitors entering Hucknall Airfield do so entirely at their own risk. No liability will be accepted by the operators or owners, how Organising Committee, their servants, agents, independent contractors or sponsors for any injury (including fatal injury), illness, damage or loss whatsoever directly or indirectly occasioned to person or property, whether due to negligence or otherwise howsoever subject to the provisions of the Unfair Contract Terms Act 1977.

l. Pageant security personnel reserve the right to carry out such security checks as are deemed necessary and to refuse entry to vehicles and/or persons to the event and/or to divert visitors to car park areas.

## 4. INSURANCE REQUIREMENTS

Exhibitors are required to hold third party liability insurance showing the organisers endorsed as additional assured with 'hold harmless' indemnity and waivers of subrogation in the organiser's favour. In respect of their participation in the air show the limit of the third party insurance must be not less than £2,000,000 for any one accident, incident or occurrence.

## 5. SALES REGULATIONS

- a. Stands and Displays are expected to be of a high standard.
- b. The sale of the following articles is prohibited:
  - 1) Realistic-looking toy guns and guns, or other weapons, that fire any sort of projectile (e.g. BB guns, airguns, crossbows, catapults)
  - 2) All lock-bladed knives and any knife, including folding pocket-knives, with a blade longer than 3"
  - 3) Livestock, live fish and caged birds.
  - 4) Foodstuffs or refreshments without written permission from the Organisers.
  - 5) Balloons. Neither shall balloons be given away as these can become a hazard to low flying display aircraft.
  - 6) Kites, except in a packed condition and provided that a notice is displayed which clearly states that kites are not to be flown on the airfield.
  - 7) Lottery, raffle or gaming tickets.
  - 8) Any type of Merlin Pageant souvenir, or reproduction of The Merlin Pageant publicity material, without the written permission of the organisers
- 9) Soft Toys ticket draws.
- 10) Any other products as may be specified in writing to individual Exhibitors by the Organisers.
- c. Sound Reproduction. The use of microphones and amplifiers to assist sales is prohibited. The Organisers also reserve the right to demand the removal of any equipment about which complaints are received.
- d. Roving Sales or similar trading is forbidden.

## 6. GENERAL INFORMATION

- a. **Electrical and Water Supplies.** The Organisers are unable to provide a water or electricity supply to any Commercial Display site. All installations and supplies are to conform to British Standard Specifications and IEE Regulations.
- b. **Overnight.** Exhibitors are allowed to remain on site overnight only after prior notification to the Organisers.

## 7. SITE BOOKINGS

- a. Exhibitors may express a preference for Commercial Display sites, however, sites will be allocated on a first come first served basis and no guarantee can be given that preferred sites will be available.
- c. Applications must be submitted on the appropriate form to the Organisers. The Organisers reserve the right to refuse in whole or in part any application. Acceptance or rejection of the application, in whole or in part, together with the allocated site, will be notified in writing by the Organisers.
- d. The Organisers reserve the right to change the layout and the location of the Exhibition and Trade Fair without reference to Exhibitors.
- e. The Organisers reserve the right to change the location of any site previously allocated.
- f. Sub-letting and/or sub-contracting of sites are strictly prohibited.

g. Boundaries of sites will be clearly marked by the Organisers. Exhibitors are to ensure their exhibits, including all support equipment, tentage and guy ropes, are contained within each defined site area.

h. Payment of all site fees is due on or before 23rd May 2008. In the event of non-receipt by this date the Organisers reserve the right to re-allocate any site.

i. The Exhibitor is required to sign the Application for Trade/Exhibition Space attached hereto, or in the case of Internet applications check the appropriate box, in agreement to be bound by these Regulations.

## 8. ACCESS

a. Entry is by presentation of a valid vehicle pass, which will be despatched to Exhibitors by the Organisers on settlement of site fees. 2 people are allowed free access in each vehicle. Additional passengers are to be in possession of the appropriate admission tickets

b. Exhibitors must report to Trade Reception on arrival to book in before being escorted to their allocated site. Failure to comply may result in eviction from the Airfield.

c. Exhibitors may only proceed to their allocated site when escorted by an airshow staff vehicle. The airfield speed limit is 10 mph. Vehicles are to give way to aircraft at all times. It is important to advise insurance companies that vehicles are to be used on an active airfield.

## 9. SETTING UP

a. Construction and fitting of sites may not be commenced before 2:30pm on Friday 20<sup>th</sup> June 2008 without the express permission of the Organisers.

b. Exhibitors are to ensure that they are available on site to receive all deliveries, as the Organisers are unable to handle Exhibitors' or Contractors' equipment.

c. Exhibitors must remain in the immediate area of their Exhibit at all times.

d. Exhibitors are to obtain the approval of the Commercial Manager before erecting any tent or structure, which requires pegs or spikes to be driven into the ground to a depth greater than 9 inches. Many pipes and electrical cables are buried beneath the surface.

**Exhibitors will be liable for damage caused to underground installations by the unauthorised insertion of pegs or spikes.**

## 10. SITE MANAGEMENT

a. Exhibitors are required to keep their sites and adjacent walkways tidy at all times. Rubbish is to be placed in the refuse sacks and removed by the trader when leaving the site, any clearance cost charged to the exhibitor.

b. Exhibitors are to ensure that their sites are manned whilst the airfield is open to the public, i.e. from 10am until 5pm on Saturday. Exhibitors failing to comply may forfeit both site and fees paid.

c. Exhibits or any equipment containing moving parts must be fitted with the necessary guards to comply with standard safety regulations governing that particular exhibit.

d. Exhibitors wishing to erect any mast or structure higher than 4 metres are to obtain prior permission from the Organisers.

e. Exhibitors are not to obstruct or allow to be obstructed any gangways or open spaces, and no sign or projection may be hung or projected over gangways or open spaces, or in any way affect neighbouring Exhibitors' displays,

f. Exhibitors wishing to erect any sign, placard or advertisement at any location other than their allocated site, are to obtain the written permission of the Organisers.

g. There are no facilities for storage on the airfield.

h. The Organisers shall not incur any liability for failure to supply any equipment or furniture hired on behalf of an Exhibitor. Neither shall the Exhibitor be entitled to any refund, or part refund, of any site fee if such equipment or furniture is not provided.

i. Generators are used on the condition that a nuisance is not caused to either other Exhibitors or the public. The Organisers reserve the right to demand the removal of any equipment about which complaints are received.

j. Only vehicles forming an integral part of an Exhibition are permitted on the allocated Exhibition site. All other vehicles are to be parked in the designated Public Car Parks, as directed by the Commercial Manager.

k. Once established on site, vehicles are not to be moved except to vacate Hucknall Airfield

l. Exhibitors are not allowed to bring dogs or pets onto the airfield without permission from the commercial organiser.

m. Exhibitors are not allowed to light any type of outdoor barbecue at their trade site, or anywhere else on the airfield.

## 11. SITE CLEARANCE

a. **NO EXHIBITOR MAY CEASE OPERATION BEFORE 4pm**

b. Exhibitors may not depart from the base until 5:00pm to avoid traffic congestion. Sites must be left in the same condition in which they were found. Any damage caused by an Exhibitor will be assessed by the Organisers, with the costs of repair being charged to the Exhibitor.

## 12. HEALTH, SAFETY AND SECURITY

a. **Risk Assessment.** Exhibitors are responsible for the safety of their employees and any third parties in respect of their activities, and especially for the safe demonstration of any working exhibits or displays. A formal Risk Assessment, or if a business employs 5 or more people a copy of the company safety policy, is to be submitted to the Organisers with the application for stand space. A risk assessment form, and guidance notes for its completion, is enclosed.

b. Access to sites must be allowed at all times for the Organisers and official health & safety services for inspection purposes.

c. Exhibitors are responsible for the security of their exhibits and property at all times.

d. **Smoking Policy.** All traders are to adhere to current smoking legislation, in particular; trade stands allowing public access must display official No Smoking signs.

d. **Fire Precautions.** All Exhibitors are required to have suitable and sufficient fire extinguishers immediately to hand at their stand.

## 13. IN CASE OF EMERGENCY

a. IMMEDIATELY NOTIFY ANY OF THE ORGANISERS' OFFICERS b.

b. ENSURE ALL PERSONNEL ARE CALMLY MOVED AWAY FROM THE INCIDENT.

c. KEEP ACCESS WAYS CLEAR FOR EMERGENCY SERVICES VEHICLES.