



Wallop Wheels and Wings 2024 Caterer's Trade Agreement and Instructions

Welcome to Wallop Wheels and Wings. We hope you will find all the information you need for the day below, please do get in touch if you need any information that we have not covered. We are here to help: corporate@armyflying.com

Strict compliance with the below Terms & Conditions is a condition of the contract of the hire of the pitch at the event. It is essential that all Caterers cooperate and play their part in ensuring that the event is profitable, enjoyable and safe for everyone.

1. Definitions.

In these Terms and Conditions the term 'EVENT' shall mean the event specified in the Booking Form whose provisions are subject to these Terms and Conditions. 'TRADER' shall include all employees and agents of any Company, Partnership, Firm or individual to whom stand space has been allocated for the purpose of exhibiting. The term 'ORGANISER' shall mean The Army Flying Museum. 'VENUE' means the venue at which the Event is to take place. The term 'Data Protection Legislation' means (i) the Data Protection Act 2018 and unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 2018.

2. Promotion and Marketing of the Event

The Organiser shall be entitled to use and reproduce the Trader's name, trademark and logo in connection with the promotion and production of the Event.

3. Payment.

The Trader agrees that all fees related to attending the Event, or any other amounts owed to the Organiser, must be paid to the Organiser prior to the Trader's setting up at the Event. In the event that the Trader fails to pay any or all such fees in accordance with payment deadlines, the Organiser reserves the right to reassign or cancel the Trader's pitch space. In the event that Trader pays the exhibit fees after such reassignment, the Organiser may, in its sole discretion, assign such other pitch space, if then available, which the Organiser deems appropriate. The Trader remains liable for payment of all previously agreed fees, subject only to the applicable cancellation schedule set out below:

- (i) In the event that the Trader wishes to cancel it must do so in writing within 30 days of the date of the Booking form. Any cancellation thereafter shall incur liability for all costs specified therein.
- (ii) In the event that the Organiser cancels the Event due to bad weather, Traders will accept the risk of bad weather and not be entitled to a refund.

4. Occupation of Pitch Space.

The Trader may enter the Event premises for the purpose of erecting, instanding and preparing their stand from **0630 onwards** on 13 July 2024. You **MUST** be in position **by 0900** to deconflict with other activities.

The address is the Army Flying Museum, Middle Wallop, Hampshire, SO20 8FB. Entry is via the Army Flying Museum gates, on the A343. **Please do not follow signs for Exhibitor entrance which will be through the Army Aviation Centre.**

The Traders entry point will NOT be signed so please head for the Museum main entrance. On arrival please follow the instructions given by the Stewards. All Traders will have a parking space behind their pitch for your vehicle.

On arrival you will be issued with a wristband which we would ask you wear when on site.

- i) All stands must be completed and ready by 0900 hours.
- ii) Stands can begin to close up at 1630.
- iii) Please note the public will be on site until 1630, please pack up and leave the site carefully. No vehicle movement is permitted until 1630.
- iv) Traders must set up, close down, load and unload strictly within the above specified times.

In the event of a Trader failing to take possession of his allocated pitch space by this time, the Organiser reserve the right to re-allocate or otherwise deal with the pitch space as they decide. The charges for such allocated pitch space will nevertheless remain due to the Organiser. The Organiser shall have the right to refuse to permit the Trader to occupy or use the pitch space until all the sums due to the Organiser from the said Trader have been paid.

5. Display Information

- (i) The Organiser is solely responsible for the allocation and position of pitch spaces.
- (ii) Walkways must be kept clear and free for passage and must not be littered or obstructed in any way.
- (iii) The Trader must undertake to abide by the decision of the Organiser on all matters relating to the employment of labour in connection with the Event.
- (iv) All electrical installations and connections must be carried out by the Organisers' nominated third party contractor unless otherwise agreed.
- (v) Traders must operate strictly within the boundaries of the pitch that has been allocated to them, and avoid encroachment into neighbouring Trader pitch space.
- (vi) The presentation of pitches must be of a professional standard that is satisfactory to the Organiser.
- (vii) Smoking is not permitted in the vicinity of the stands.
- (viii) Dogs are not permitted at the Event.**

- (ix) Before vacating their pitch space, Traders must remove all rubbish and do all other things that may be reasonably necessary to leave the site in the same condition that it was in before they set up their pitch for the day.
- (x) Traders are required to remove and take away their own trade waste.
- (xi) The Event will go ahead unless extreme weather or other disruptions that are beyond the Organiser's control compel the Organiser to close the Event for the safety of Traders and the public.
- (xii) It is the responsibility of the Trader to contact the Organiser to check if the Event is going ahead.
- (xiii) The Organiser will communicate the cancellation of the Event via social media and email.

6. Electrical Requirements.

Electricity will be provided subject to availability. Please note petrol generators will not be permitted. The Organiser expressly declines any responsibility for the condition or compliance of the Trader's own electrical equipment and reserve the right to remove any that they or the Venue owners consider not to comply with the regulations in force at the Event or to be dangerous. The Trader hereby warrants and undertakes that any equipment supplied by it shall be of satisfactory quality and agrees that it will be liable for any actions, claims (including without limitation consequential losses) damages, cost and expenses which may be brought, suffered or incurred by the Organiser as a result of a breach of this warranty or undertaking.

Please note trade pitches are provided without running water. Water will be available at allocated water points.

7. Trader's Conduct.

The Trader is responsible to the Organiser for ensuring that its stand is maintained in a clean and orderly state during the open period of the Event. The Trader (and each of its representatives, as appropriate) shall not;

- i) promote its participation in any other Event without prior written consent of the Organiser;
- ii) operate games of chance or lottery devices or actual or simulated pursuit of any recreation pastime without prior written consent from the Organiser;
- iii) exhibit anything not specified in this Agreement;
- iv) use "live" microphones or loudspeaker equipment in any Space, unless specifically allowed by Venue licence provisions, but laptop computers, portable film, slide and videotape projectors may be utilized as long as other rules are met.

8. Dangerous Materials and Exhibits.

The Trader must conform to the regulations and conditions concerning explosives and dangerous materials, combustible or otherwise, as laid down by local authorities and other statutory bodies. Any materials or exhibits not approved by these authorities or the Organiser must be removed from the premises.

9. Fire Precautions.

All inflammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which the Event may be subject. All electrical wiring and cables must be clear of the floor. No packing materials or empty boxes must be stored on or behind pitches. Fire Points and Emergency routes must be kept clear at all times. The Trader must adhere to all fire and safety regulations which affect the Event.

10. Photography/Video/Recording.

The Trader agrees that the Organiser may record, broadcast or take photographs or video of the Trader's pitch as part of the recording or broadcasting of the Event in general and not solely the Trader and the Trader authorizes such for any promotional use by the Organiser.

11. Annoyance.

The Organiser reserves the right to regulate any activity on the part of any Trader that may cause annoyance to other Traders or visitors to the Event. This includes excessive noise from working exhibits or sound equipment. Business must be conducted only from within the Trader's own pitch space. This includes the handing out of advertising material.

12. Failure to Vacate.

If the Trader should fail to remove all his property or otherwise fail to vacate the Event premises by the end of tenancy **at 1800** due to any cause whatsoever, the Trader shall be fully responsible for any penalties imposed by the Organiser, or any other losses and costs incurred by the Organiser. As a result of the Trader failing to vacate the premises by the agreed time, the Organiser may remove any property of the Trader left at the Venue by the Trader after the said time and the costs of such removal shall be paid by the Trader to the Organiser on demand.

13. Security.

Wristbands must be visible at all times by Traders and presented on demand. Please remain vigilant and report any suspicious activity to Event Control or a member of the Security team.

14. Health & Safety.

All personnel entering the Venue must comply with all current health and safety legislation.

Risk Assessments should be provided by all Traders prior to the Event to corporate@armyflying.com. Any activity deemed unsafe will be stopped by the Organiser. Any certificates should be available on request by the Organiser.

Traders are required to send a copy of their HACCP document to the Organiser before the Event.

Please ensure you do not let items fly off your stand and do not drop litter. The Event is taking place on an airfield and such items may cause accidents.

In a life-threatening Emergency call 999

For all non-life-threatening medical situations please see them at their First Aid point next to the Information point in the Museum car park.

15. Data protection.

The Trader shall comply with all applicable requirements of the Data Protection Legislation in its collection, use, processing and storage of personal data from attendees to the Event or otherwise. The parties acknowledge that, in respect of such personal data, for the purposes of the Data Protection Legislation, the Trader is the Data Controller. Without prejudice to the generality of this clause, the Trader shall ensure that it has all necessary appropriate consents and notices in place.

16. Insurance.

The Organiser does not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Event by the Trader. The Trader releases from and indemnifies the Organiser against any liabilities in respect of any loss or damage to the exhibits or any other property brought to the Event and the Trader shall effect insurance on a full 'All Risks' basis for a sum insured equivalent to the full value of all exhibits and other property brought to the Event. The Trader shall provide proof of adequate cover to meet the insurance requirements of the clauses concerning Public Liability, Insurance of Exhibits, Postponement or Abandonment, and Failure to Vacate. The Trader must provide to the Organiser prior to commencing its stand fitting a copy of its public liability insurance certificate and the receipt for the current year's premium.

17. Postponement or Abandonment.

The Trader shall have no claim against the Organiser in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Event.

The Organiser may at their entire discretion repay the rental paid by the Trader but shall be under no liability to the Trader in respect of any actions, claims losses (including consequential losses) costs or expenses whatsoever which may be brought against or suffered or incurred by the Trader as the result of the happening of any such events. If in the opinion of the Organiser, re-arrangement or postponement of the period of the Event, or by any other reasonable manner the Event can be carried through, the contract for pitch space shall be binding upon the parties, except as to size and position of stands, as to which any modifications, substitutions or re-arrangement they consider necessary shall be determined by the Organiser.

18. Insolvency or Liquidation.

In the event of a Trader becoming insolvent or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or re-construction), or having a receiver appointed, the contract with such a Trader shall terminate forthwith; the allotment of stand space shall be cancelled and all sums paid by the Trader under the Contract shall be forfeited.

19. Prohibition of Transfer.

The Trader agrees not to assign or sublet any pitch space allocated to him without prior consent from the Organiser, not to display or advertise goods or services other than those manufactured or carried by him in the normal course of business.

20. General Conditions.

The Organiser will be responsible at all times for the control of the Event area. The Trader is responsible for the supervision of his/her pitch space. Should any question arise that is not provided for within the foregoing Terms and Conditions, the Organisers undertake to give the fullest sympathetic consideration to the interests of the Trader. Their decision must be accepted as final where the requirements for the correct conduct of the Event make an immediate decision imperative, subject always to the proviso that matters in dispute may be referred to an independent arbitrator at the request of either side. The Trader must comply with any regulation or requirements imposed on the Organiser, by the Venue, the local authorities or any other competent authority.

21. Exemptions.

Exemptions from any of these Terms and Conditions may be granted at the Organisers' discretion. No exemption will be effective unless it is given in writing.

22. Law and Jurisdiction.

These Terms and Conditions and any contract included shall be governed by the laws of England and Wales and any disputes regarding them shall be determined by the English courts.