

Trader and Exhibitor Terms and Conditions

If you have any questions, please email traders@lambethcountryshow.co.uk

Lambeth Country Show

Saturday 8 and Sunday 9 June 2024

1. Definitions

In these Terms and Conditions:

- 'The Show' means Lambeth Country Show
- 'The Organisers' means London Borough of Lambeth
- 'Exhibitor' means any company, trader, organisation or staff/agents of any such company who are contracted with the Organisers to take stand space
- 'The Venue' means Brockwell Park, London, SE24 9BJ
- 'Official Contractor' means any contractor appointed by the Organisers.

2. Timetable (timings subject to change by the Organisers)

- Build dates: Monday 3 June to Friday 7 June 2024
- Exhibitor Set Up: Thursday 6 & Friday 7 June 2024
- Show Dates: Saturday 8 & Sunday 9 June 2024
- Break: Sunday 9 (from close of show) to Thursday 13 June 2024
- Breakdown can commence after the show closes (only once all visitors have left the park and announcements have been given) and must be finished by midnight that night. This can then be continued on Monday 10 June from 8am. No infrastructure, stock and other belongings is permitted to be in place after 12 noon on Monday 10 June. If the Exhibitor fails to clear their pitch, the Organisers will hold deposit fees as a result of failure to comply with these rules.

3. Trading hours (timings subject to change by the Organisers)

Trading hours for 2024 will be from <u>1pm – 9pm</u> on both days. However, all traders and concessions are required to operate a 'soft close' at <u>8:30pm</u> on both days. All queues are to be closed off and no further food is to be cooked. Any concession trading after 9pm will not be permitted to trade for the rest of the show and potentially for any other future shows produced by The Organisers.

4. Trading of goods

Exhibitors must only sell goods specified in their application. Stalls are priced on the basis of the products that the trader states they are going to sell on menus and/or product lists. Any changes to menus/product lists must be made in writing to the Organisers before the deadline date on the application form. All applications will be non-refundable, non-changeable and non-transferable after this time. The Exhibitor is contractually obliged to sell goods and products outlined in their application only. Exhibitors selling products that are not agreed with the Organisers in advance will be asked to cease trading and may result in the forfeiting of your stand and legal rights to trade at the show.

5. Trader and Exhibitor Deposit

In order to exhibit/trade at the Show, all must pay a Trader and Exhibitor Deposit in advance of the show commencing. The aim of this bond is to help us achieve our goal of leaving no trace and reducing our waste management costs. Wherever possible we aim to reduce the amount of waste being left on site, as well as coming on to site in the first instance. If waste can't be reduced, then we must aim to recycle as much as possible and reduce the amount going to landfill.

The following fees are applicable in 2024:

£100 bond for non-food traders/exhibitors | £200 for food traders

Exhibitors will forfeit their Deposit in part or in full if one of the following incidents occurs. All charges are at the discretion of the Organisers.

- Unauthorized vehicles behind stalls
- Hot coals and/or cooking oils being discarded on grass
- General waste left on pitch post Show. This includes all appliances
- The use of non-compostable food packaging (food related traders only)
- Non-compliance with our sustainability standards as outlined in clause 6

Before leaving the Show on Sunday 9 June, all Exhibitors must sign out with their appropriate Trader Zone Manager. This is to ensure that all pitches are left with no trace. During the course of the Show, all Exhibitors will be placed in official self-policing groups with one another to ensure all back-of-house areas are kept clean and waste is disposed of in the appropriate bins provided. This also applies to all grey water disposal. If a group has failed to adhere to any of the terms outlined, all Exhibitors within

that group will forfeit part or all of their Deposit. If all terms are adhered to, Deposits will be refunded to Exhibitors post Show by Friday 26 July 2024.

6. Sustainability

In line with our sustainability targets for 2024, we have imposed the following minimum requirements that all Exhibitors must adhere to. Failure to comply will result in the Exhibitor forfeiting part or all of their Deposit.

All Exhibitors:

- Must submit some form of Environmental Policy and/or Waste Management Strategy
- Must be able to provide information on their supply chain of materials and/or products when requested
- No bottled water or drinks of any type in plastic disposable bottles are permitted to be sold
- No plastic straws
- No plastic bags to be given away with purchases

Food & Drink Exhibitors:

- Use of compostable or wooden plates, cutlery, food packaging and cups is mandatory.
 Biodegradable are not accepted.
- All fruit, vegetables, salads and cereals must be Red Tractor Farm Assured, where applicable
- All dairy products (except cheese) must be Red Tractor Farm Assured, where applicable
- All bananas, coffee, tea, chocolate and/or sugar must be <u>Fairtrade Foundation</u> standard, where applicable
- All eggs must be free-range, where applicable
- All meat and poultry must be at least Red Tractor Farm Assured or equivalent, where applicable
- All fish must come from Marine Stewardship Council (MSC) approved sources, where applicable
- At least one healthy option must be included on submitted menus
- Sugar, salt & pepper, sauces and milk must not be available in single sachets
- No plastic tea / coffee stirrers to be sold.

7. Application and allocation of space

Applications for space must be made on the approved documentation supplied by the Organisers. The Organisers reserve the right to accept or reject any application. Application for space by the Exhibitor, and the allotment of the space by the Organisers, shall constitute a contract subject to these Terms and Conditions. Every effort shall be made to allocate to the requested stand space by the Exhibitor. However, to facilitate an effective layout of the Show and if the Organisers believe it to be in the best interest of the Show, the Organisers have the right to make a stand space reallocation at any time provided that the reallocated stand space shall not be more than 10% greater or less than the stand space which has been booked.

8. Payment

Full payment of your pitch and all additional commodities must be made within **7 days** of official acceptance. **Non-payment of stalls and commodities after this time will result in your pitch being re-allocated.** There are no exceptions to these conditions.

Payment can be made by BACS. Further information will be sent to you within your official acceptance email.

9. Cancellation

Once a pitch has been allocated by the Organisers, a trader reducing or cancelling their application for that pitch less than 8 weeks prior to the show will be liable for 50% payment. Traders cancelling space less than 4 weeks prior will be charged the full rate. For promotional exhibitors, the cut off is 12 weeks before the show.

10. Abandonment and limitation

In the event of any abandonment, postponement or limitation of the use of the Show premises or any of the services provided therein, resulting from unforeseen circumstances or intervention by an outside authority, or by a decision found necessary by the Organisers, an Exhibitor or their agent or contractors

shall have no claim against the Organisers in respect of any resulting loss or damage and the Exhibitor's liability under this contract shall not be reduced.

The Organisers reserve the right to alter the layout of the Show in any respect and at any time. The Organisers will not be liable to make any payment or compensation, and the Exhibitor will not be entitled to withdraw from their contract. The Provision of the Laws Reform (Frustrated Contracts) Act 1943 shall not apply to the Contract or any part thereof.

11. Occupation of space

A stand may only be occupied by the Exhibitor to whom it has been allocated and by their accredited agents as notified and approved by the Organisers. Every Exhibitor should occupy the space allotted during opening times. Should the Exhibitor fail to display during these times, the Organisers reserve the right to deal with their space as they see fit. Every stand must be adequately staffed during the opening hours of the Show. The Organisers and any other person either authorised by the Organisers or having an interest in the premises, shall without notice be entitled to access at all reasonable times before, during and after the Show to the Exhibitor's stand and for this purpose the Organisers or any person shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Exhibitor.

12. Sub-contracting or sub-letting

The sub-contracting or sub-letting of any stall or a part of stalls by Exhibitors is strictly prohibited unless a written confirmation has been obtained from the Organisers. Anyone in breach of this condition will be removed from the event and the contract will be terminated with no refund.

13. Roving traders

Exhibitors are strictly prohibited from actively having roving traders selling products or services around site without prior written consent from the Organisers. Anybody caught breaking this rule will be issued with a written warning. Continued selling of items through roving traders will result in immediate closure of your stall for the remainder of the show. This can result in the Exhibitor receiving a ban on trading at any other future events produced by the Organisers.

14. Wristbands

Wristbands will be ready for collection from the designated accreditation point on-site. Exhibitors will be sent accreditation details two weeks prior to the show. Wristbands are for the use of your stand personnel only for the event days and are not required for the build and breakdown days. Your wristband will act as a security pass at the event and will identify stand personnel to event visitors. It should be worn at all times during event days.

15. Installation and dismantling

The arrival, installation and removal of stands must conform to the timetable issued by the Organisers (see Clause 1.2). Exhibitors must arrange and pay for the conveyance of goods to and from their stand space in the Show and for their installation and subsequent removal and disposal. Any property remaining after the end of the breakdown period (see Clause 1.2) may be removed and sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No exhibit shall be packed, removed or dismantled prior to the closing of the Show without written permission from the Organisers. If the Exhibitor acts in breach of this provision they shall pay the Organisers, by way of compensation for the detraction to the Show's appearance and in addition to all sums otherwise payable to the Organisers under these Terms and Conditions, a sum equal to one third of the total amount payable by the Exhibitor for their allocated stand space.

16. Waste management

Litter and recycling teams operate at the event. As well as collecting your sorted rubbish from the backs of your stalls, they will be in contact with you to check that we are all working towards a litter-free and environmentally friendly event. Colour coded waste bins will be provided to divide recyclables appropriately.

Food traders must use compostable cutlery, food packaging and cups. The use of plastics, polystyrene and environmentally unfriendly disposables will be liable for charges with the aim of prohibiting non-recyclable waste at the Lambeth Country Show.

🎔 Love Brockwell Park, Leave No Trace 🏈



Before leaving the Show on Sunday 9 June, all Exhibitors must sign out with their appropriate Trader Zone Manager. This is to ensure that all pitches are left with no trace. During the course of the Show, all Exhibitors will be placed in official self-policing groups with one another to ensure all back-of-house areas are kept clean and waste is disposed of in the appropriate bins provided. This also applies to all grey water disposal. If a group has failed to adhere to any of the terms outlined, all Exhibitors within that group will forfeit part or all of their Trader and Exhibitor Deposit. If all terms are adhered to, Trader and Exhibitor Deposits will be refunded post Show by Friday 28 July.

17. General stand requirements

Exhibitors must comply with the requirements of the management of the Venue - all Exhibitors are deemed as having notice of such requirements and regulations and bound thereby. No part of any stand may overhang and exceed the allotted boundaries of a stand space. Exhibitors must not display their goods so that, in the opinion of the Organisers, they distract or impede the view along open spaces or inconvenience other Exhibitors. Whilst every care is taken to ensure that stand spaces are of the dimensions stated at the time of accepting the Exhibitor's application for space, the Organisers shall not be liable for any variation that may occur. Exhibitors and/or their contractors are responsible for checking the accuracy of the marking out of their agreed stand spaces prior to the show commencing.

18. Attendance

Exhibitors acknowledge that the Organisers shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Show or the failure of any number of visitors to attend the Show for any reason beyond the reasonable control of the Organisers.

19. Undesirable activities

If it appears to the Organisers that the Exhibitor may be engaged in activities which are deemed to be contrary to the best interests of the Show, unethical or to be in breach of the law, the Organisers may, without being under any liability to refund or abate any charges paid or due herein, cancel any stand space allocation which may have been made to the Exhibitor and require the Exhibitor to immediately vacate the stand space allocated to them and refuse the Exhibitor the right to participate further in the

The Organisers reserve the right in their absolute discretion to exclude or remove from the Show any person whose presence is or is likely to be undesirable. The Organisers may exercise this right, even if a person is an employee, agent or contractor of an Exhibitor that is in any way connected or associated with them.

20. Approved sound systems in stalls

Music sound systems for public listening are not permitted on any stands. Small radios and/or sound systems are permitted in back of house areas only, as long as they do not intrude on neighboring Exhibitors. Any radios or sound systems deemed unsuitable by causing discomfort or a nuisance to the public or neighboring Exhibitors will be confiscated. Exhibitors are offered the opportunity to apply for a public music license upon application. Licenses are issued at the discretion of the Organisers.

21. Electricity / Gas

We are committed to reducing energy consumption across site. To help successfully manage our sustainability targets for 2024 and beyond, all Exhibitors will not permitted to bring their own generators onsite. Use of your own renewable power, such as solar or wind, is encouraged.

All connections to electrical supplies can only be made by the official contractor and must have been ordered and paid for in advance with the Organisers. Power bookings made after the application deadline date will be subject to a 25% surcharge.

No power will be available to Exhibitors on site unless you have already pre-ordered this with the Organisers and received a confirmation on your order. Please note that additional power sockets and extensions cords are not included in your power order. Requested connections will only be distributed to your pitch. Traders/Exhibitors/Contractors who bring portable electrical appliances on site should ensure that they have been PAT tested (Portable Appliance Tested) and bear a recent PAT test pass certificate. Stand mains supply will normally be switched on no later than 6pm on Friday 7 June. All power will be ceased at 9pm on Sunday 9 June upon show close.

- Under no circumstances must generators be brought on to site by Exhibitors.
- All cables, conductors, plugs and sockets must be of the correct type, compatibility, size, current
 carrying capacity, and fulfil the legislative short circuit requirements. They must also be properly
 insulated for the purpose for which they are intended. Any extension cables used must be as short as
 possible and conform to BS EN 60309-2.
- Electrical cables must not be laid along the ground without the prior permission of the Organisers. Cabling that is given permission to be surface laid must be covered to stop it from becoming a trip hazard. The covering shall also be suitable for the ground on which it is laid. All electrical cabling must be removed on completion of the event.
- All gas canisters and fittings must come with a Gas Safe Register certificate that has been issued
 within the last 12 months of certification date. Connections must for fitted with crimped fittings and all
 relevant staff must be trained appropriately in the safe method of changing and handling gas cylinders.
 Please visit the HSE website for more information on gas safety.

22. Staff meal vouchers

The acceptance of Staff food vouchers will be agreed by the Organisers with Exhibitors before the event. No payment will be given for any vouchers that have been accepted by Exhibitors that were not contractually agreed prior to the Show.

23. Waste water

Exhibitors must use the waste water containers provided and inform the Organisers if they need to be emptied. The digging of sumps is prohibited. The Environmental Agency and Lambeth Environmental Health Officers will check to see how Exhibitors dispose of waste water/liquid. Any Exhibitor found not to be abiding by these rules may be suspended from trading for the duration of the show and any other future shows produced by the Organisers. Trader and Exhibitor Deposits will also be held by the Organisers if these rules are not followed.

24. Rubbish and recycling

This year we are committed to reducing waste and improving on green initiatives by insisting that all Exhibitors leave the site as they found it. Exhibitors must use compostable cutlery, food packaging and cups to reduce the level of waste going to landfill. The use of plastics, polystyrene and environmentally unfriendly disposables will result in the Exhibitor losing part or all of their Trader and Exhibitor Deposit.

We provide recycling bins and encourage visitors and customers to use these facilities to reduce the impact on Brockwell Park, health and safety and the visitor experience. Exhibitors are responsible for keeping both the area in front of their stalls as well as the back of their stall tidy and free of rubbish. Exhibitors leaving rubbish, refrigerators, furniture, equipment or structures will be charged for the cost of clearing their site and disposing of the rubbish. The amount charged will be at the discretion of the Organisers and non-negotiable.

25. Items not permitted on site

Glass bottles, body piercing equipment, petrol or diesel generators, lasers, fireworks and weapons or potential weapons are not permitted on site for safety reasons and will be confiscated if found. Unpermitted glass items include all alcohol containers – even small containers of alcohol for personal consumption – are not permitted. Any Exhibitor found using any of these items or have any of these items in their possession will be asked to cease trading and Deposits will be held.

26. Food safety

All food Traders and Exhibitors must comply with health, safety and hygiene legislation. Written food safety management procedures are required by law and must be available for inspection by the Show's Food Safety Officers. All food Traders must be registered with the Local Authority and been awarded a Food Hygiene Rating of 4 and above. All Exhibitors must have completed an advance outdoor catering questionnaire on application and all staff will be required to be qualified to level one or above in a nationally recognised food safety qualification. These papers must be made available at all times for inspection at your stall by the food safety officers. There will be organised composting units for food waste and this will be launched with education workshops by Green community champions.

27. Broadcasting

No broadcasting of sound or visual images will be permitted on any Exhibitor's stall without prior permission of the Organisers.

28. Vehicles

All vehicles are to be parked in the Trader Car Park unless prior permission from the Organisers has been given for on-site parking access. Exhibitors must co-operate fully with Show security in any search of vehicles and stalls. No motor cycles, quad bikes or buggies are allowed on-site apart from those that will be operated by the Organisers. Vehicles being used in an irresponsible or uncooperative way, without relevant authority from the Organisers, will be evicted from the site or in some cases towed off-site at the owner's expense. Details of the vehicle curfew will be sent out with the parking passes. Please ensure hazard lights are turned on when entering the Park. All vehicles are brought on site at the owner's risk and must be suitably insured. The Organisers do not accept any responsibility for any loss or damage that may occur. A strict vehicle movement curfew will be in place from 10am to 10pm on Show days. Under no circumstances should vehicles be operated during these times.

The Venue operates a 5mph speed limit within the park and this is governed by the law of England & Wales. The Highway Code is still applicable within the Venue.

29. Deliveries

All deliveries must be agreed with the Organisers in advance of the Show. Exhibitors are responsible for arranging for delivery vehicles to have the necessary paperwork and passes prior to arriving at the Show vehicle gates. Exhibitors must meet their deliveries at the gates. Exhibitors are also responsible for ensuring that the delivery contractors understand that they come on to the Show site at their own risk and that the Organisers will not accept responsibility for any claims from delivery drivers/ firms. All delivery contractors must abide to terms outlined in clause 1.33.

30. Observing law, rules and regulations

Exhibitors shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organisers, the proprietors or managers of the Show's park or any municipal or other competent authority.

31. Fire precautions

All materials used for building, decoration, draping or covering stands must be non-flammable or made non-flammable with a fireproofing solution in such a way as to comply with the requirements of the Venue owners, The London Borough of Lambeth. Exhibitors must comply with all managers of the Show's park or other competent authority.

32. Contractors and services

Exhibitors must submit to the Organisers the names and address of the contractors they propose to employ to erect their stand on their allocated space. All external contractors employed by the stand holder are their responsibility. All electrical work must be carried out by the official contractor.

Exhibitors shall be responsible for settling all accounts for electrical work carried out on, and for electrical current consumed by the Exhibitor's stand at least 2 weeks prior to the Show dates. The Exhibitor shall ensure that all electrical installations on their stand space and all exhibits comply with any statutory or local regulations or requirements to which the Show may be subject. Any direct light

from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other Exhibitors.

33. The Venue

Exhibitors must accept responsibility for any damage they, their staff or contractors, cause to the fabric of the building, land or property belonging to the Venue. Any damage shall be made good at the Exhibitor's expense to the entire satisfaction of the management of the Venue and the Organisers. Packaging cases and surplus literature must be kept in a tidy manner.

34. Deliveries

All goods delivered to the Show premises must be accompanied by or received by a representative of the Exhibitor. Please label all packages clearly with your company name and stand number. If a transport company is delivering them for you, please arrange for a representative to be on your stand to accept delivery. Organisers are unable to accept deliveries on behalf of Exhibitors. The Organisers are not held responsible for any goods delivered without the Exhibitor being present to account for them. Deliveries cannot be made to the Venue prior to the date of Wednesday 5 June 2024.

Delivery address: Lambeth Country Show, Exhibitor name and stand number, Brockwell Hall, Brockwell Park, London SE24 9BJ.

35. Conduct of Exhibitors

Traders, Exhibitors and their staff must carry out business and conduct themselves in a manner not objectionable to other Exhibitors, visitors or the Organisers. In the event of this regulation not being observed, the Organisers shall be entitled forthwith to terminate the Exhibitor's license to occupy the stand. Exhibitors are not allowed to fix advertisements upon any part of the Venue. Traders, Exhibitors and their staff must provide assurances that any staff that are likely to come into contact with children have had a satisfactory Disclosure and Barring Service (DBS) check within the last 12 months (previously Criminal Records Bureau – CRB).

Any complaints made about a trader by, but not limited to, a member of the public, Lambeth staff member, or elected member will be investigated and, if in the reasonable opinion of the Organisers the complaint is substantiated, the Council will implement the following three-stage process:-

- 1. A verbal communication and warning to the Trader and demand that the substance of the complaint be remedied.
- 2. A written warning to Trader stating that the verbal warning and demand were not acted upon by the Trader to the Organiser's reasonable satisfaction.
- 3. Written ejection letter to trader stating that neither the verbal warning and demand, nor the written warning were acted upon by the Trader to the Organiser's reasonable satisfaction.

Following the ejection letter, the Trader will be escorted off the site by the Lambeth Country Show security.

36. Admission

Entrance is free of charge and visitors are admitted on the understanding that no canvassing is allowed by non-Traders or non-Exhibitors. Visitors suspected of canvassing in contravention of this rule are liable to immediate expulsion. The Organisers reserve the right to refuse admission without giving any reason.

37. Claims, indemnity and insurance

Each Exhibitor shall indemnify the Organisers against all liabilities, action costs, claims and compensations for injury or loss to any person or damage to or loss of property arising as a result of their occupancy of an allotted stand space or of any act, omission or negligence done or omitted by the Trader, Exhibitor, their agent or any other person under their direction. Each Exhibitor must adequately insure and keep themselves insured to cover their liabilities under these Terms and Conditions. Exhibitors must also hold a General Third Party Policy of insurance to cover their legal liability for negligence of an indemnity of at least £5,000,000 (five million pounds). Likewise, Exhibitors are responsible for ensuring contractors delivering to, or working on their stall, are suitable insured.

The Exhibitor's public liability insurance policy certificate must be sent to the Organisers prior to the Show

38. Change of date and/or location and/or cancellation

In the case of any event outside the Organiser's reasonable control (including, without limitation, any strike or other industrial action involving the Organiser's own workforce) the Show or any part thereof is prevented from being held on a particular date, the Organisers shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Show or reduce the planned period for preparation, display or dismantling of the Show and in such event any refund of payments to the Exhibitor shall be at the absolute discretion of the Organisers. In the event the Show (or part thereof) is cancelled by the Organisers for commercial reason, without limitation, then all payments made by the Exhibitor to the Organisers will be refunded, but the Exhibitor hereby agrees that in such circumstances they will have no further claim (whether for damages or otherwise) against the Organisers.

38. Default and insolvency

If the Exhibitor breaches or fails to perform or observe any obligations or restrictions set out in these Terms and Conditions, or if the Exhibitor becomes bankrupt, commits any act of bankruptcy, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition with its creditors generally or has a petition preserved for the making of an administration order or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction, then the Organisers shall be entitled without notice to the Exhibitor to terminate its contract forthwith and to resell or reallocate the stand space allocated.

39. Terms and Conditions - Review

By submitting an application, the Exhibitor agrees to these Terms and Conditions of exhibiting and trading. By applying on behalf of an individual or company, the application submission warrants that they have the authority of the Exhibitor to agree on their behalf. In addition, an Exhibitor shall be bound, comply with and be deemed to have knowledge of the Rules, Conditions and Regulations of the Venue. Each Exhibitor must bring to the notice of all agents or contractors employed by them; the provisions of these Terms and Conditions. The Organisers shall be entitled to treat the Exhibitor as contractually bound by these Terms and Conditions at all times. These Terms and Conditions are governed by the law of England and Wales. All parties involved agree to submit to the exclusive jurisdiction of the English courts.

Agents and contractors, and any claim arising from the failure of the Exhibitor to give such notice shall be the sole responsibility of the Exhibitor concerned. The Organisers reserve the right to waive, add, or alter any of these Terms and Conditions in the interests of the Show either generally or in any particular case. The Exhibitor will be notified of any waivers, additions or alterations in advance of the Show. Should any question arise, whether provided for in these Terms and Conditions or not, the decisions of the organisers shall be final and binding on each.