

### Wednesday 8<sup>th</sup> – Sunday 12<sup>th</sup> May 2024

# **TRADESTAND REGULATIONS – As at March 2024**

## Please see amends in Red

#### **ALLOTMENT OF SPACE and GENERAL CONDITIONS**

- Allotment of space and position of Tradestands will be at the absolute discretion of the organisers, Badminton Horse Trials Ltd. The company reserves the right to refuse any application and/or to refuse permission to sell or exhibit particular goods. No exhibitor may occupy more than one site (NB this *includes* sites within multi occupancy stands, e.g., Country Living, Heart of England, Rural Crafts, World of the Horse etc.) The only goods or services to be exhibited/sold on a stand are those that are part of an exhibitor's normal business and notified to and agreed by the Organisers in advance.
- 2. Within the Tradestand Area, with very few exceptions, stands have a depth of 6 metres. Exhibitors, unless they have been notified in writing to the contrary, may occupy a further 3 metres depth for parking (of *one* vehicle) or a storage tent only (see below), according to the specific location of their stand.

Any other trading depth must be specifically requested and agreed in writing in advance and if agreed will be charged proportionally. A depth greater than 6m will not normally allow for the occupation of a further 3m for parking or storage.

3. If, in the opinion of the Organiser, the Exhibitor's stand or display extends beyond his allocated Stand Space, the Organiser may at its sole discretion either charge the Exhibitor for the extra space occupied at the prevailing rate or demand that the Exhibitor must restrict their display or stand within the bounds of the original contracted Stand Space or the Organiser shall be entitled to cancel, reduce or reallocate the Stand Space, or terminate the contract with the Exhibitor in part or in full and require the Exhibitor to leave the Show.

# 4. No exhibitor may sub-let or share occupation of the whole or any part of the space allotted to any other exhibitor, manufacturer, wholesaler, or retailer.

- 5. No exhibitor can take a tradestand on behalf of more than one company.
- 6. No exhibitor may place any of his goods or material outside the limits of his allotted space or solicit business outside his stand. This regulation *prohibits the placing of display material, including A boards* or similar, in front of the Tent Line. Exhibitors who wish to place goods in front of their tent must set such tent back from the Line accordingly and will be charged for any depth over 6m that this causes them to occupy. NB Tradespan supplied by Badminton will be set on the frontline.
- 7. Stand Holders shall not bring on to their stands, or offer for sale at the event or online, or use for any promotional purposes, any goods which bear the words "Badminton Horse Trials" or "Badminton" or bear the name of the title sponsor or any other sponsor or *any other words* which might reasonably be taken to express or imply an association with or the approval of the Badminton Estate or the Event, unless prior permission is granted in writing. Stand Holders may not publish or use the Badminton Horse Trials logo in any way, including on social media, unless prior permission is granted in writing.

8. Without the prior written consent of the Organisers, Stand Holders may not sell or display at the event or via Badminton Horse Trials Website/Social Media, any article/item Badminton Horse Trials stipulates, nor any article/item that Badminton Horse Trials considers to be directly competitive with the following:

Mars Equestrian Rolex Watches (i.e., NO watches to be exhibited/sold) Wadworth Beers Pol Roger Thatchers Arkells

- 9. No live animals may be brought onto a stand without the prior permission of the Organisers.
- 10. No refund of charges will be made in respect of any exhibitor who, for whatever reason, does not attend the Event or cancels his booking after the Closing Date for applications (17<sup>th</sup> November 2023).

#### FASCIA BOARDS, BANNERS, BANNER RAILS, FLAGS

*It is compulsory* for all Exhibitors to display their **Trading Name** (as per their Tradestand Application Form) prominently at the front of their stand, as follows:

- Signage should predominantly display the trading name of the exhibitor and may additionally display brand names being stocked and sold.
- Signage should display a consistent background colour across the entire width of the stand.
- Board/banner to extend to the full width of the stand when on a banner rail.
- Board/banner to be of a minimum depth of 70cm and a maximum of 80cm.
- Stands may also fly flags, depicting their business or brands they sell, a maximum of one per 3 metres frontage. No flag to be erected on the left front corner of the tradespan stand if the next-door stand has a flag there.

N.B. All those that have booked "Tradespan" will have a banner rail provided. The banner rail depth is 0.74m and the length is the frontage of your stand. Banner Rails are *not* suitable for fascia boards or other wooden signage. *(See Danco banner recommended specification and information).* 

• Our Preferred Banner Supplier is Henson Franklyn – Tel: 01427 718178 – email: enquiries@hensonfranklyn.co.uk

#### **OPENING**

1. It is a condition of acceptance that all Tradestands must be uncovered and open for business during not less than the following hours:

Wednesday, Thursday & Friday Saturday Sunday 9.00 a.m. until 6.00 p.m. 8.00 a.m. until 7.00 p.m. 9.00 a.m. until 5.00 p.m.

2. All stands must be accessible to Disabled Visitors. However, Event Mobility scooters should not be allowed to enter a tradestand. (The drivers have been advised accordingly).

#### **BRANDS**

All retail exhibitors' stands will be expected and required to reflect, in balance, and sell at Badminton such products as are normally available and sold via their shop(s) or online operation.

Businesses that do <u>not</u> in their primary and normal course of business sell directly to the public (including via a temporary remote online platform) will not be allowed to do so at Badminton. Such businesses may apply for a '**marketing display only**' stand.

This policy applies equally within multi-exhibitor marquees e.g., Heart of England, World of the Horse, Country Collection, Country Living, Rural Crafts Association, etc.

#### PRE-EVENT ACCESS

On Monday and Tuesday of the event week a vehicle with a  $\bigcirc$  (round) label may freely access the whole Tradestand area. All other vehicles, whether or not they have a  $\bigcirc$  (oblong) or  $\blacktriangle$  (triangular) windscreen label, will be directed to a Vehicle Park outside the Tradestand Area unless a "Temporary Service Vehicle" label is purchased at a cost of £100 payable by card only, to allow access to the Tradestand area – e.g. for preparing the stand, stocking up, etc. These Temporary Service Vehicle labels will be valid for the day of issue only and will only be available on arrival at the gate – Monday & Tuesday – 8am – 9pm. The cost will be refunded in full if the label is handed back at the gate when the vehicle leaves the area on the same day.

Exhibitors are requested to ensure that their drivers are aware of these arrangements and are equipped with the necessary payment if "Temporary Service Vehicle" labels are required.

#### TRADESTAND WINDSCREEN LABELS & PERSONAL ADMISSION (Valid Wednesday 8<sup>th</sup> – Sunday 12<sup>th</sup> May)

#### NB. No labels/tickets can be left at the gate for collection.

All windscreen labels will admit the vehicle and all passengers to the general show ground.

Each Exhibitor will normally be issued with the following:

• One ● (*round*) shaped label, to be fixed to **one** vehicle (lorry, car, van).

#### Plus

• One (*oblong*) Windscreen Label for every 18 sq. metres booked. These labels will be daily (i.e. one for Wednesday, one for Thursday, one for Friday, one for Saturday and one for Sunday). Thus, Exhibitors will receive labels according to their stand size, i.e.

**Every Exhibitor**: 1 • (*round*) windscreen label

<u>Plus</u> :	
	(oblong) windscreen label for each day (Wednesday, Thursday, Friday, Saturday & Sunday)
6m x 6m: 2	(oblong) windscreen labels for each day (Wednesday, Thursday, Friday, Saturday & Sunday)
9m x 6m: 3	(oblong) windscreen labels for each day (Wednesday, Thursday, Friday, Saturday & Sunday)
12m x 6m: 4	(oblong) windscreen labels for each day (Wednesday, Thursday, Friday, Saturday & Sunday)

#### Vehicle bearing • (round) shaped windscreen label:

This vehicle is the only one that may park behind the stand (if the Exhibitor has been notified that this is permitted) during Opening Hours (*it must be in position before 8.00 a.m. each day*). The vehicle's size must be such as to fit within the allotted space, i.e., 3 metres deep, not to exceed in length the frontage of the stand, i.e., *a Stand with a 3m frontage must have a vehicle that does not exceed 3m in length*. If a vehicle is an integral part of a stand and together with the stand occupies even part of the 3 metres depth allotted, it is the only vehicle that may use the space and must display the round label. (Note: any exhibitor whose site does not have access/space for any parking behind will be notified in writing once sites have been allocated, in which case the vehicle with the  $\bullet$  (*round*) label must park in the Tradestand Vehicle Parking Area throughout the day). *No* movement is permitted of any Tradestand vehicle between 8.00 a.m. and 7.00 p.m.

Deliveries to a trade stand in the vehicle bearing  $\bullet$  (*round*) label may be made at night (7.00 p.m. - 8.00 a.m.). The vehicle bearing the  $\bullet$  (*round*) label may also park in the Official Tradestand Vehicle *or* Tradestand Camping Area.

### Vehicle bearing (oblong) windscreen label

All vehicles bearing **(oblong)** windscreen labels must be parked in the Official Tradestand Vehicle or Tradestand Camping Area **ONLY** throughout the event.

#### Tradestand Camping Area (i.e. Lived-in Vehicle/Tent) - Closing date for Applications 1<sup>st</sup> April (this date will be strictly adhered to)

The "Tradestand Camping 2024" ▲ (triangular) labels will ONLY give admission to the Tradestand Camping Area and will be issued at Badminton Horse Trials' discretion and will be dependent on availability because of the limited space available.

All vehicles in this area must bear a label (i.e., if it is a car and caravan) – the caravan must bear a triangular  $\blacktriangle$  label and the towing vehicle the relevant daily Tradestand  $\blacksquare$  (oblong) admission label (if it is to leave and reenter the ground during the event) or a  $\blacktriangle$  (triangular) label (if it is going to be parked throughout the event). The same applies to a vehicle attached to a "Tent". Identity Bands will be provided for tents. (Please indicate on the Tradestand Static Parking/Camping section on the Tradestand Application system).

Please note if the area becomes oversubscribed, any vehicles/tents that cannot be accommodated in the Tradestand Camping Park will be offered a space at 50% discount in the Public Camping Site in the Village. Site costs – (for duration of the event at 50%) – are as follows: large pitch (12m x 8m) - £202.50 (full cost £405.00); standard pitch (7m x 8m) - £185.00 (full cost £370.00); small pitch (4m x 5m) - £160.00 (full cost £320.00).

NB. For 2024 Tradestand Wristlets must be worn at all times and admission to the Tradestand Camping Area will only be permitted to those wearing a wristlet.

Tradestand Static Parking Area - Permanently Parked Vehicles – Closing date for Applications 1<sup>st</sup> April In addition to the • (round) and (oblong) admission labels issued pro-rata with space, certain vehicles which will be parked for duration of event will be issued with "Tradestand Static Parking 2024" ▲ (triangular) labels which will ONLY give admission to the Tradestand Static Parking Area up to and including Tuesday 7th May, i.e. BEFORE the start of the event. This includes prime movers, empty lorries, stock lorries, vans etc. Applications for such labels will be dealt with on their merits but exhibitors must explain clearly why they are required - please see and complete "Tradestand Static Parking Area" on the "Tradestand Static Parking/Camping" section on the Tradestand Application system.

#### **Fixing of Windscreen Labels**

From Wednesday to Sunday of the Event inclusive, no vehicle will be admitted to the Tradestand areas or Official Car Park or any part of Badminton Park by day or night without the appropriate label firmly fixed to the windscreen. Without such a label, the driver of any vehicle delivering goods or providing services for a tradestand, must purchase a Public Car Park Pass and personal admission tickets (for which no refund can be entertained) and will be sent to the Public Car Park.

#### No refund will be made in respect of any lost or forgotten passes, nor to any staff to whom Exhibitors have failed to deliver passes.

Additional Vehicles Additional daily (*oblong*) windscreen labels that admit all occupants may be purchased for staff (see Tradestand Application System). Closing date for Applications 1st April. This date will be strictly adhered to and NO vehicle passes will be available to purchase on site during the Event.

#### Vehicles incorrectly parked

Any vehicle incorrectly parked will be towed away, at the risk of the Exhibitor.

#### **Tradestand Identity Wristlets**

Exhibitors should apply for the number of Identity Wristlets needed to cover their staff who will be on site. These Wristlets are to be worn at all times are intended to identify staff, to allow them admission to the Tradestand Campsite and the right to walk in and out of the grounds at Kennels Lodge to visit Badminton Village and Village Shop (which includes a Post Office) only. NB: The wristlets do not give admission at any other gate whether in a vehicle or on foot. (All Tradestand windscreen labels will admit the vehicle and all occupants).

#### ATVs & GOLF BUGGIES

No quad bikes are permitted on site. No other ATVs, or golf buggies may be used in the Tradestand Area 8.00 a.m. - 7.00 p.m. daily.

#### ELECTRIC BIKES

Electric Bikes are not allowed to be ridden in the tradestand area or central area of the Event site during opening hours 8.00am to 7.00pm daily. All bikes must be "road" legal.

#### **MOVEMENT OF VEHICLES AND APPROACH ROUTES**

1. A strict one-way traffic system, which will be clearly marked, will operate on roads within the Tradestand area of Badminton Park. Tradestand vehicles (with a ● round pass only) may use these roads but only at night i.e.,

Before 8.00 a.m. After 7.00 p.m.

- Tradestand vehicles are asked to approach from the north, i.e., via Dunkirk Crossroads on the A46, this route will bring you to the "Contractors Entrance". For those that approach from the south, i.e., Badminton Village, there is a bridge with a height limit of 10'3" between the village and the Contractors Entrance, so high vehicles should avoid this route <u>at all times</u>. *NB: There is <u>no entry</u> to Badminton Park, via the Village and Kennels Drive.*
- NO INBOUND vehicles will be permitted to access Badminton Park 3pm 6pm from Wednesday 8<sup>th</sup> to Sunday 12<sup>th</sup> May. There will be a one-way traffic order in place between the Dunkirk Cross Roads and the Park on Sunday 12<sup>th</sup> May, i.e. traffic will only be allowed outbound.
- 4. All vehicles must observe the maximum speed limit of 10 m.p.h. everywhere in Badminton Park.
- 5. The gates to the Showground will be locked at night, between the hours of 11.00 p.m. and 6.00 a.m. In an emergency, the Security Firm will have a key to the "Contractors Entrance" only. There will be **NO** entry/exit allowed via Kennels Drive/Badminton village.
- 6. No visitor entry to showground after 6pm.

#### END OF EVENT

- No movement of vehicles will be permitted within the Tradestand area until after 6pm on Sunday 12<sup>th</sup> May. Trade exhibitors may start to pack up their stands from 5pm but may not move vans/lorries etc. until after 6pm.
- 8. Incoming trade vehicles may arrive on site prior to 3pm but will be parked/stacked from arrival until after 6pm.

#### LIVED IN VEHICLES

Vehicles (caravans, motorhomes, lorries etc.) parked behind stands may *not* be lived in at night. Exhibitors may however live-in vehicles which form an integral part of their stand but must indicate their intention to do so on the "Tradestand Static Parking/Camping" section on the Tradestand Application System.

#### **DELIVERIES**

No vehicle will be permitted onto the one-way circuit or to make deliveries to stands during Opening hours. Any delivery vehicle without a label will be directed to the Public Car Park and both vehicle, driver and any occupants will be charged.

Parcels for delivery by Parcel Courier Service: All parcels to be addressed as follows: Name of Tradestand/Stand No. c/o Parcel Point, High Street, Badminton, S. Glos., GL9 1DG

Unless so addressed, the organisers will not accept parcels and will not deliver to stands. Parcels may be collected from the Parcel Point (8.00am – 6.00pm) or will be delivered to stands by the Organisers, though this may inevitably take several hours. *THIS SERVICE IS INTENDED FOR THE TOPPING UP OF STOCK AND NOT TO REPLACE THE EXHIBITOR SETTING UP HIS STAND WITH ITS INITIAL STOCK*. NO DELIVERIES ARE PERMITTED ON SUNDAY SATURDAY 11<sup>th</sup> MAY AT ANY TIME. THERE IS NO EXIT FROM THE SITE ON SATURDAY MORNING AND NO ENTRANCE ON

SATURDAY AFTERNOON. The Organisers accept no responsibility for any losses between exhibitors and their suppliers before, during or after the Event.

#### **STAND CONSTRUCTION**

All construction within the Stand Space must be carried out within the provisions of the Health and Safety at Work Act 1974. All stand construction, dressings and stand materials must comply with the rules and regulations details of which will be published in the Organiser's Manual.

#### ACCESS FROM REAR

In order to prevent damage to the turf and subsequent inconvenience to the public, no vehicle may at any time be driven in front of the stands. All setting up, supply and staff access *must be from the rear only*.

#### **PREPARATION AND DISMANTLING**

- 1. Unless special permission has been obtained in advance no tent, mobile stand or portable building may be erected before Monday, 10<sup>th</sup> April 2024.
- Especially in the case of any exhibit which is <u>based on a trailer towed by a prime mover</u>, it is essential to contact the Horse Trials Office well in advance to ascertain the latest permissible date of occupation. It may well be necessary to arrange liaison with neighbouring stands to avoid arrivals finding it impossible to get on to their site.
- 3. Unless special permission has been granted all stands must be cleared and dismantled by midday on Tuesday 14<sup>th</sup> May. However, all exhibitors occupying Badminton's Danco tradespan are expected to vacate by 12 noon on Monday 13<sup>th</sup> May. No electricity will be available on or after Monday morning. Any exhibitor who does not wish to vacate by 12 noon on Monday should please contact the Event Organiser's Office.

#### **ELECTRICITY**

1. Application for the use of electric power must be made on the Tradestand Application Form. Applications for electrical power that are not made when returning Tradestand Application Forms may not be able to be satisfied.

*Exhibitors are then responsible for arranging and paying for the necessary wiring to be carried out by ordering their requirements direct from the sole electrical contractor Powerline as soon as possible or by the latest 1st April (Please see separate "Powerline" Application Form).* 

- 2. Overloading of connections is not only dangerous but also anti-social. Overloading will cause a stand's electricity to cut out and repair and reconnection cannot be guaranteed. If such reconnection is possible, it will be carried out at the convenience of the organisers and charged.
- 3. NO generators are permitted, except in the most exceptional circumstances, when prior permission in writing must be sought.

#### **RADIOS / WALKIE TALKIES**

Exhibitors are <u>not</u> permitted to use 2 Way Radios, unless specifically authorised by the Horse Trials Office. Authority will only be given on the advice of our Radio Communications consultants and if frequencies do not conflict with any of those used by the event organisation. Please apply by email to <u>info@badminton-horse.co.uk</u> should you wish to ask for permission.

#### **DRONES**

The use of Drones anywhere on the Horse Trials site is strictly forbidden throughout the week of the Event.

#### FIRE, HEALTH & SAFETY AND INSURANCE

- 1. Exhibitors are responsible for the safety, including fire precautions, of their stands. Exhibitors are advised to insure against fire and theft and also against third party claims. You *must* have appropriate, working and tested fire extinguisher(s) *(see separate Fire Authority Requirements document)*. If in any doubt about Fire Precautions, please contact: *Avon Fire & Rescue Service Tel: 0117 926 2061*.
- 2. By their application, Exhibitors acknowledge receipt of the Badminton Horse Trials' Health & Safety Policy Statement, which is available on the Event website and will be included in the printed Event Handbook and agree to comply with all its relevant provisions.

- 3. All Marquees and tents must be supplied and erected by a member of MUTA and/or comply with MUTA guidelines. (See enclosed form. If you have booked open space, please complete and return).
- 4. All fabrics used for marquees and tents including PVC and canvas must be marked and have a Fire-Retardant Test Certificate issued by a Namas testing centre. Any fabric more than 5 years old must be retested every two years.
- 5. Each Exhibitor renting space must be responsible for their own property and in addition must carry a thirdparty public liability policy *in their trading name* with an indemnity of at least £2,000,000 any one claim. Exhibitors are also strongly advised to carry product liability insurance. Evidence of such insurance must be produced on sight if requested.
- 6. Each Exhibitor has a duty to report any accident on the grounds to the Event Office.
- 7. Every Exhibitor must display official NO SMOKING signs on or close to the entrance to their tent.
- 8. If you have an incident on your stand, please use your Tradestand Stand No and What3Words to advise of your location.

#### **SECURITY**

**NO LIABILITY** for security is accepted at any time, whether before, during or after the Event. Stand Holders are advised to provide for necessary security and insurance cover. Stand Holders providing a security guard are asked to notify the organisers in advance.

If you wish to appoint a Security guard for your own individual Tradestand - please contact **WH Management Group** (the Event's appointed Security Firm) for further details and costs:

Tel: 01889 500164 Email: info@whmg.co.uk

<b>On Event Contact Details</b> :	Emergencies 07407 000999
	Routine duty security manager 07989 414848

In the event of a theft on your stand, please contact the Police and obtain a crime reference number.

#### **ORGANISER'S PUBLICATIONS OR OTHER MEDIA**

- 1. The Organiser shall be free to include in any form of media created by the Organiser (or on its behalf) in connection with the Exhibition, the Exhibitor's name, logo or any other material or information supplied to the Organiser by the Exhibitor.
- 2. The Exhibitor shall ensure the accuracy of all material or information provided to the Organiser or directly used by the Exhibitor. The Exhibitor shall also ensure that any material or information is neither offensive, abusive, indecent, defamatory, obscene or menacing in any way.
- 3. The Exhibitor hereby grants to the Organiser a non-exclusive, and royalty free, licence to use the Exhibitor's name and/or logo solely in connection with the Exhibition.
- 4. The Exhibitor warrants that the Organiser's (or sub-contractors) use or possession of the name, logo and any other material or information provided by the Exhibitor does not and will not infringe the Intellectual Property rights of any third party.
- 5. The Organiser may refuse to incorporate the name, logo or any other material or information provided to the Organiser or remove, delete or cover over such name, logo or material or information if the Organiser becomes aware that any such name, logo or material or information is in breach.
- 6. The Organiser shall not in any event be responsible to the Exhibitor for any omissions, misquotations or other errors which may occur in the completion of any form of media in connection with the Exhibition.

#### **LITTER**

Throughout the event exhibitors must contribute to the cleanliness and appearance of the Tradestand Area and are responsible for the cleanliness not only of the interior of their stands but also for the immediate surroundings, including the rear of the stands.

Departure: All litter must be cleared up both inside and outside the stands before departure. The use of cable ties should be restricted to a minimum (any used, including broken, cable ties must be carefully removed during break-down of site). Exhibitors will be expected to play their part in segregating and recycling rubbish, which is again a major target in 2024. Those not complying will not be re-invited.

#### WASTE COLLECTION

Please make sure all cardboard is flat packed and placed in the appropriate signed areas provided for regular collections.

Bags can be provided for waste streams, such as plastic packaging, etc. upon request to the waste collectors. These are then to be securely fastened and placed in the cardboard compounds for collection.

#### **SUSTAINABILITY**

All items supplied to the general public must either be re-usable, recyclable or compostable products. This includes cups / glasses that you may use to provide the occasional 'drink'.

#### **PACKAGING**

We aim to lower 'packaging' waste by 15%.

#### **SOLICITING BUSINESS**

All Exhibitors must confine their displays, recruitment, sales and/or fundraising to their Stand. No Exhibitor may solicit business in the public walkways and concourses, nor on any other part of the Showground. This regulation applies equally to charities and commercial exhibitors.

#### WET WEATHER

Neither straw nor woodchip may be put down inside or outside stands owing to the difficulty of clearing up after the Event. Exhibitors who wish to ensure dry feet should provide flooring or order it when completing the Application Form.

#### HOSPITALITY

Stands must under no circumstances be used to entertain potential or actual clients, customers, or friends, unless in very exceptional circumstances prior permission has been given in writing. An occasional cup of coffee or glass of wine offered is naturally permitted.

#### WI-FI

The organisers cannot guarantee the security or availability of Wi-Fi and will not be liable for any loss or damage arising out of any use of or interruption to or unavailability of the Wi-Fi service for whatever reason.

#### FIRST AID

First Aid Services are provided from Monday morning to Sunday evening only. However, all Exhibitors are reminded of their responsibilities under the Health & Safety (First Aid) Regulations 1981.

#### **CANCELLATION OR ABANDONMENT**

If the Event is cancelled or abandoned before the end, the site fee and electricity supply charge, or the proportion thereof set out below will be refunded.

However, there can be no refund after 1<sup>st</sup> March 2024 in respect of any tentage, optional extra or electricity connection, which has already been allocated to exhibitors. No refund will be made in respect of any day on which the competition has started.

Proportion of site fee to be refunded by the Organisers:

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Cancelled prior to start of Wednesday:	100%
Cancelled prior to start of Thursday:	95%
Cancelled prior to start of Friday:	85%
Cancelled prior to start of Saturday:	60%
Cancelled prior to start of Sunday:	15%

Exhibitors are therefore recommended to also consider insuring for other losses (i.e. tentage, optional extras or electricity connections etc.) incurred by cancellation or abandonment as being offered by Hiscox, please contact <u>https://www.hiscox.co.uk/event-insurance</u>

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#### **RESPONSIBILITY OF EXHIBITORS**

Badminton Horse Trials Ltd. will not be responsible in any way for any article or object of any kind exhibited. The exhibitor shall assume full responsibility for these, including liability for all claims arising out of the handling of exhibits and the conduct of their stand generally. The exhibitor shall indemnify the Organisers against all claims, damages or expenses arising in any way out of the presence of the exhibitor, their staff, or their exhibits at the Trials. Acceptance of these provisions shall be a condition of entry.

#### **COMPLIANCE WITH REGULATIONS**

The Exhibitor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organiser, the proprietors or managers of the Show ground or any municipal or other competent authority.

#### **INFRINGEMENT OF REGULATIONS**

Any Exhibitor, whether himself or through his staff or employees, who infringes these Regulations, maybe required at the absolute discretion of the Event Director to cease trading and/or exhibiting and/or forthwith to vacate their site. In such circumstances no refund of site fee or other costs will be made.

The Organisers shall be entitled to refuse any person admission to the Event or remove from the Event any person whose presence, in the opinion of the Organiser, is or is likely to be undesirable and the Organiser may exercise such rights, notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

#### **PRIVACY NOTICE**

As an Exhibitor at Badminton Horse Trials, we may send you letters, emails or text messages or telephone you to provide services and information to you and send information to let you know about next year's event.

We will never share, sell, rent or otherwise disclose your personal data to any third party, without your consent. More information is available on our website: <u>www.badminton-horse.co.uk/privacy-notice.</u>

#### **DATA PROTECTION**

- 1. The Exhibitor warrants and guarantees that it understands and is compliant with all Data Protection Laws.
- 2. The Exhibitor agrees to indemnify and hold harmless the Organiser against all expenses, costs, claims, losses and liabilities incurred by the Organiser or for which the Organiser may become liable due to any failure by the Exhibitor to comply with Data Protection Laws including without limitation, due to any failure by the Exhibitor to implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 3. The Exhibitor shall promptly notify the Organiser if it suspects or becomes aware of any Personal Data Breach in respect of any Personal Data which has been collected by or on behalf of the Organiser.

#### DEFAULT AND EXHIBITOR'S INSOLVENCY

If the Exhibitor breaches or fails to perform or observe any obligations or restrictions set out in the Regulations 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 the amalgamation or reconstruction) or if the Exhibitor undergoes any similar or equivalent process in any jurisdiction then the Organiser shall be entitled without notice to the Exhibitor to terminate its contract with the Exhibitor forthwith and to resell or reallocate the stand space allocated to the Exhibitor.

#### DISCLAIMER OF LIABILITY

Save for death or personal injury caused by the negligence of the Organisers or anyone for whom they are in law responsible, neither the Organisers, Badminton Horse Trials Ltd., the British Equestrian Federation, British Eventing, The Trustees of the Somerset Trust, The Duke of Beaufort and his Estates, Swangrove Estates Ltd. nor any agent, employee or representative of these bodies accepts any liability for any accident, loss, damage, injury, illness to horses, owners, riders, grooms, spectators, sponsors, dogs, exhibitors, land, cars, their contents and accessories, or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever.

Other than as detailed in the paragraph above on Cancellation or Abandonment the Organisers shall not be liable in respect of any loss or damage whatsoever arising from the abandonment, cancellation, or postponement of the event, or any such eventuality.

#### **LIMITATION OF LIABILITY**

Information given by the Organiser about the Event is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission will not entitle the Exhibitor to cancel their Stand Space booking.

Whilst the Organiser shall use its reasonable endeavours to organise and promote the Event in such a manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as to audience projections or methods of timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

Subject to the rest of this paragraph, the Organiser shall not be liable to the Exhibitor for:

- loss of profits;
- loss of sales or business;
- loss of Agreement or Agreements;
- loss of anticipated savings;
- loss of use or corruption of software, data or information;
- loss of or damage to goodwill; and
- indirect or consequential loss.

Nothing in the Regulations excludes the liability of either party for (i) death or personal injury caused by that party's negligence; (ii) fraud or fraudulent misrepresentation (iii) any other liability which cannot be limited or excluded by applicable law.

# **INDEMNITY**

The Exhibitor hereby fully and effectually indemnifies the Organiser in full against all liabilities, costs, claims, demands, damages, expenses, proceedings and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any cause whatsoever arising in connection with the participation in the Event of the Exhibitor, their agents, contractors or employees.

If the Exhibitor is a limited company, the directors of the Exhibitor hereby undertake to fully and effectually indemnify and keep indemnified the Organiser its employees, agents and contractors in full against all liabilities, costs, claims, demands, damages, expenses, proceedings and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) for which the Organiser or its employees, agents and contractors may become liable in consequence of damage or injury to any person or property occasioned by or arising out of the act, default of negligence of the Exhibitor, its employees or agents or any other person under its direction or any independent contractor engaged by it.

Badminton Horse Trials Ltd. Badminton Glos., GL9 1DF

March 2024