

CROFT HISTORIC SHOW – 10TH & 11TH AUGUST 2024 TRADE STAND BOOKING FORM

This form to be completed and returned by 5th July 2024

Please read and complete the form carefully. All prices quoted are including VAT at the prevailing rate.

Croft Historic Event	10 th & 11 th August 2024	£75 Including VAT for a pitch size up to and including 5 metres by 5 metres – £10 per square metre thereafter	. Total Cost £
Additional Notes -	Set up times: Saturday 10 th – between 8.30am and 10.30am Sunday 11 th – between 8.00am and 9.30am Dismantle time – not before 4.00pm	The pitch will be on grass The pitch size includes parking for one vehicle only at the rear of the stand. If you need to bring living accommodation with you, please contact the circuit for details	

Company Name	Person to contact
Address	
Post Code	.E-mail
Contact No	

Details of products to be sold/displayed –

Please ensure your merchandise is in keeping with the Historic theme of the event.

<u>Please supply a photo of your stand with your application</u>. We reserve the right to refuse your application if deemed not appropriate for this event.

PAYMENT DETAILS:

If paying by Debit/Credit Card – please telephone the circuit with the details.

If paying by BACS the details are:

Account Name - BARC (Croft) Ltd. Sorting Code – 20-19-90 Account Number - 13786013

I apply to BARC (Croft) Ltd for the hire of a trade or display site at the above event. Further terms and conditions are below

Signature...... Date...... Date......

Please return the completed form with associated documents before <u>Friday 5th July 2024</u> Trade and Display Site, BARC (Croft) Ltd, Croft Circuit, West Lane, Dalton on Tees, North Yorkshire DL2 2PL. Telephone Enquiries: 01325 721815



GENERAL INFORMATION - Historic Event

Location of site is influenced by the nature and size of the event.

Access - On arrival at the circuit you will be shown to your allocated space, however during busy periods you may be asked to wait in the holding area before being sited.

Do Not Presume you know where your allocated area is.

Hours of arrival for setting up are

- Saturday 8.30am 10.30am
- Sunday 8.00am to 9.30am

Unless previously arranged there will be no access to set up trade sites outside of these times.

Confirmation of the access times will be advised again when the passes are posted to you.

You may not dismantle your trade stand until after 4.00pm on the day of the event.

No Animals Admitted - It is a condition of admission to the circuit and car parks that no animals are allowed.

Personnel and Vehicle Passes Each accepted booking for a Trade/Display site will be allocated the following.

Personnel Passes - 2 Vehicle Passes - 1 x vehicle to park behind the stand Additional Passes maybe purchased – please contact the circuit direct on 01325 721815

Passes will be sent out 7 days prior to the event providing payment has been received.

These passes are not to be transferred or sold in exchange for money. Any person found to be doing this, will be asked to leave the site immediately.

Payment Terms – Payment must be made at the time of booking a site. Payment by bank transfer or credit/debit card will be required upon receipt of the signed booking form.

A VAT receipt will be issued.

Access to the site is not available until full payment has been received.

Cancellation Terms: When notice of cancellation is given 14 days prior to the booked event, a refund less an administration fee of £15 will be given. Where the hirer fails to attend a booked event or to cancel the booking within 14 days of the event no amount will be refunded.

Value Added Tax: All prices quoted are subject to VAT at the prevailing rate.

Space at Croft Circuit is only available if booked in advance. Do not turn up without booking and paying in advance of the event.



Terms and Conditions

The Hirer shall only use the allocated site for the purpose of trade or display at the event as described on the booking form and must vacate immediately once the event is 1 finished.

The Hirer represents and warrants that the Site(s) will not exceed the dimensions and specifications set out in the Booking Form.

Any items belonging to the Hirer which are found outside of those specifications will be removed by BARC (Croft) Ltd (known as BCL hereafter), or its representatives at the Operator's sole risk and cost.

BCL reserves the right to inspect any Site at its entire discretion and request that reasonable alterations or additions be made.

- 2. In entering into this contract no representation, warranty, commitment, option or other promise is given by BCL that the Hirer will be able to hire the same or a different site at any time in the future.
- The Hirer warrants to BCL that the Hirer has not, directly or indirectly (and whether as a sole trader, partner, company, as an employee of a company or otherwise) had any 3 previous facilities withdrawn or terminated by BCL.
- 4 The Hirer shall not assign or sub-hire or sub-let all or any of the Site or all or any of its rights under this Contract.
- The Hirer shall not permit any person other than the Hirer's employees, to use the whole or any part of the Trade/Display Site. 5.
- 6. The Hirer shall comply with BCL's rules from time to time governing the sale of any items from the circuit.
- 7. The Hirer shall maintain any Unit in a safe condition and take all necessary precautions against accidents occurring on or about site.
- 8. The Hirer shall not park or allow to be parked or drive or allow to be driven at the circuit any vehicle except driven to and parked in the space designated by BCL and shall ensure that any person driving such vehicle is insured and licenced to drive.
- 9. The Hirer shall comply with all regulations, by-laws, and laws regulating the use of the Site by the Hirer and shall indemnify BCL against the costs and expenses of any claim BCL may suffer as a result of the Hirer's failure so to do.
- The Hirer shall provide to BCL copies of all health and safety policies, risk assessments, lists of Contractors, their risk assessments and where applicable "permits to 10. work".
- 11. The Hirer must provide certified fire extinguishers of a specification consistent with relevant fire and health and safety regulations applicable at the time. The Hirer is responsible for ensuring that the fire extinguishers are fully operational and that all persons within the Site are trained fully in the use of such equipment. BCL reserves the right to inspect any Site at its entire discretion and request that reasonable alterations or additions be made
- The Hirer must also ensure that there is adequate emergency egress from any Unit. 12.
- The Hirer shall keep the Site in a clean and tidy condition Any litter generated by the Hirer, directly or indirectly, must be removed immediately by the Hirer and placed in the 13. refuse bins/skips provided. If the Hirer is found to be in contravention of this clause, a rubbish removal fee of £100 will be charged to the Hirer.
- 14. All electrical equipment must be PAT tested and showing a current sticker. Gas equipment used on the Site shall be used and installed in a safe and non-obstructive manner, in accordance with any applicable regulations (including BCL's) and must be co-ordinated with BCL's on site engineer.
- NOTE: the use of bottled gas and gas equipment is prohibited within buildings, in areas with flammable liquid storage and any other deemed unsuitable by BCL. The Hirer shall not cause or permit any nuisance or annoyance to any other persons at the circuit or in the vicinity of the circuit and shall ensure that all persons at the Site behave 15.
- in a reasonable and safe manner. The Hirer shall indemnify CPL against any loss or damage caused to BCL or to any item at the circuit where the loss or damage is caused or permitted by the Hirer or its staff, 16.
- contractors, employees, guests invitees or customers. 17. BCL reserve the right to alter any advertising display deemed unsuitable.
- 18.
- The use of **balloons**, whether for selling, giving away, tethering or flying, is prohibited at the circuit. It is strictly forbidden for the Hirer (or associated personnel) to carry out **leaflet distribution** at the Circuit. If the Hirer or associate is found to be distributing leaflets, the Hirer 19. shall immediately be required to leave the Circuit. For the avoidance of doubt this includes the leafleting of any vehicles parked at the Circuit or in the Car parks.
- 20 The Hirer shall only place advertising signs for any products within the allocated hired area.
- 21. BCL reserves the right to refuse admission to the circuit of any person. The Hirer shall not give away, assign, sell or transfer any general admission tickets included with the Hire.
- 22. If general admission tickets are sold to the Hirer in addition to the Hire, the Hirer shall not sell or otherwise dispose of such tickets save as part of hospitality packages sold by the Hirer where the ticket is sold at face value.
- 23. The Hirer shall indemnify and keep CPL fully indemnified against any costs, claims, demands, losses, expenses, fines, penalties and damages suffered by BCL as a result of any death, injury, loss or damage suffered by any person as a result of or in connection with the Hirer's hire of the Site, save to the extent BCL accepts liability pursuant to clause. The Hirer shall keep and maintain, for the purposes of and duration of the hire, public liability insurance paying a minimum of £5,000,000 per incident The Hirer shall provide
- 24. proof of existence of such insurance prior to the hire commencing.
- 25. BCL excludes liability for loss of profit, loss of opportunity, economic loss, consequential loss, indirect or special loss. BCL excludes liability for claims made against the Hirer by any other person.
- If the Hirer contracts as an agent on behalf of a principal, the Hirer confirms that it has authority to do so. 26.
- 27. BCL may terminate this Contract by immediate notice if:
 - the Hirer is in breach of any term of this Contract and where the breach can be remedied, has failed to do so within the timescale requested by BCLL;
 - if an individual, the Hirer has a bankruptcy order made, a bankruptcy petition is presented, or a proposal is made or an order is made for a voluntary arrangement. if a corporate body, the Hirer passes a resolution for a winding-up, or a petition is presented or an order is made for its winding-up, or a receiver is appointed or a
 - petition is presented for its administration, or a proposal is made or an order is made for a voluntary arrangement.
 - This Contract is governed by English Law and subject to the jurisdiction of the English Courts.
- All tickets provided by BCL and entry to the Site and the circuit shall be subject to the following condition: 29.
- WARNING MOTOR SPORT CAN BE DANGEROUS

Despite BCL taking all reasonable precautions, unavoidable accidents can happen and in respect of these you are present at your own risk.

NO ANIMALS ADMITTED

28.

It is a condition of admission to the circuit and car parks that no animals are allowed.

Any person found in breach of this condition will be deemed a trespasser and asked to leave.

RIGHT TO REFUSE ADMISSION IS RESERVED

The conditions in the following clause may apply if the Hire is wholly or partly for hospitality: 30

the Hirer shall use the Site only for the purposes of hospitality or entertaining:

The Conditions in the following clauses apply if the Hire is wholly or partly for vending purposes:

Tobacco shall not be sold, unless the Hirer has included tobacco as a product to be sold at "Purpose of Hire" in which case tobacco products shall not be given away and shall be sold at normal retail selling prices.

Products which incorporate trademarks, names logos or other proprietary rights of a third party shall only be sold on condition that the holder of the proprietary right has consented to their sale, and the Hirer shall, on demand, produce written evidence of such consent, failing which the products shall be removed from the sale; The Hirer shall not sell at the Site any of the following:

- 31. (a) any merchandise incorporating, Croft Promosport Ltd, Croft Circuit any logo or trademark of the aforementioned; any title of any race held at the circuit; any depiction of the circuit.
- 32. Alcoholic drinks may only be obtained from a supplier designated by BCL;
- BCL gives no representation or warranty that any particular event will be held or be. 33.
- 34. For the avoidance of doubt these terms and conditions also apply to all registered charities and charitable organisations operating at an event.