

# Terms and Conditions

**Wincanton Racecourse - Cheese and Cider Night – Tuesday 14<sup>th</sup> May 2019**

**All those exhibiting at Wincanton Racecourse are expected to comply with the following Terms & Conditions and as a condition of application and acceptance have agreed to these.**

It is the responsibility of the Exhibitor to pass this information on to all relevant staff and contractors. Any Exhibitor or his/her contractor found wilfully contravening these Terms & Conditions will be excluded and prevented from Exhibiting at Wincanton Racecourse in the future.

## **Tradestand Manager**

Gary Oakley will be the Tradestand Manager and available throughout the event. Gary can be contacted via email [Gary.Oakley@thejockeyclub.co.uk](mailto:Gary.Oakley@thejockeyclub.co.uk)

## **Access to Stand**

You may have access to your Tradestand at the following times:

Set up day – Tuesday 14<sup>th</sup> May 9:00am – 3:00pm

Race Day – Tuesday 14<sup>th</sup> May Gates Open at 3:30pm, first race 5:30pm and the last race is due off at 8:30pm.

No Stands will be permitted to set up on any day bar Tuesday 14<sup>th</sup> May. Any exhibitor found to be onsite prior to this date will have their position forfeited.

## **Post Event Breakdown**

Vehicles will only be permitted to re-access the enclosure on confirmation from racecourse management.

Only vehicles clearly displaying their Vehicle Pass will be permitted access – any vehicle that does not display this label will not gain access within the enclosures.

## **Trade Stand Specification**

The Cheese and Cider Night at Wincanton Racecourse is based outside, we recommend a gazebo.

To ensure consistency throughout the Cheese and Cider night all stands will be displayed within 3m x 3m gazebos. All gazebos erected must be no taller than 2m.

Electric is available to order via the Application Form, please ensure you note what the electric will be powering on the form to ensure we provide the correct connection. **Any Exhibitor who overpowers the sockets and did not order additional through the Application Form will be fined accordingly.**

A list of appliances being brought onto the site should be provided with the application form. While all electrical appliances must have a current PAT certificate available for inspection on the day.

## **Use of Space**

The sharing of space with another Exhibitor is not permitted.

The products and services provided by the Exhibitor in the space must conform to the details provided on the Application Form.

Exhibitors must comply with the requirements of the Fire Brigade, Environmental Health Officers and any other competent authority and any statutes, regulations or bye laws relating to the Site or its use.

Exhibitors will be responsible for the conduct of all personnel authorized to be present on their Stand.

In the event that Wincanton Racecourse reasonably concludes that the behaviour of an Exhibitor, a member of its staff, its agents or contractors is unacceptable, the Exhibitor will be required to leave the Event Site and will not be entitled to any refund of any charge made by Wincanton Racecourse. Exhibitors must not occupy any part of the Event Site other than the Space allocated to them. Subletting of space is not permitted.

### **Exhibitor Conditions and Sale of Alcohol**

Please note that as a cheese exhibitor you are allowed to provide tasters to racegoers. Cider exhibitors are limited to providing **one unit tasters of 50ml per person**. All exhibitors are allowed to sell the product onsite.

If you plan to sell alcohol onsite, this must be done on a sale and collection basis. All sales made throughout the day, cannot be collected by the buyer any earlier than 8pm, this is to ensure that alcohol is not purchased and consumed in the bars onsite. This will be strictly monitored and anyone found to be in breach of this clause will be removed from site and prohibited to exhibit at Wincanton Racecourse in the future.

### **Health & Safety**

Exhibitors are responsible for the safety (including fire precautions) and security of their allocated area.

All Exhibitors must comply with all current Health & Safety legislation and all guidance notes and codes of practice published by the Health and Safety Executive.

The Tradestand Manager reserves the right to permanently exclude from the Events any Exhibitor found to:

- Cause serious risk to themselves, other Exhibitors or the public
- Be found using/selling counterfeited goods.

First aid services are provided for the general public and Exhibitors on site. The First aid provision will be onsite during the

Event from 2:00pm - 9:00pm. Outside these hours Exhibitors should contact the tradestand Manager, or Health & Safety Advisor who are on site for details of a local doctor. Exhibitors are reminded however, of their responsibilities under the Health & Safety (First Aid) Regulations 1981.

Exhibitors must record in their accident book (as required by employment legislation and the RIDDOR Regulations) any accident involving themselves, persons in their employment or the public that occur on their stand. These details must also be passed onto the tradestand Manager.

### **Fire Prevention**

All Contractors and Exhibitors are required to provide an appropriate Fire Extinguisher with current service record for your tradestand. This will be subject to inspection by the Racecourse Fire Officer and your staff must also be proficient in using such equipment.

### **Parking**

Strict parking arrangements will be operating; all Exhibitors are expected to comply with these for the duration the Event. Contractors & Exhibitors have a bespoke parking area, as directed by

parking attendants on the day. All vehicles must be removed from the enclosures 30 minutes prior to gates opening on racedays and no vehicles may remain within the enclosures.

Please do not, at any time during set up or racedays, block roads, park on grass and neither must you park or block Horse Walks as these are used throughout for horses exercising and racing.

Every effort will be made to enable you to park your vehicle as close as possible but we cannot guarantee this during the Event. The Contractor & Exhibitor car park may be some distance away, please consider this when having to restock your stand throughout the day.

### **General Conditions**

The site is restricted to a 5mph speed limit.

Music, public address or amplification is **not** permitted to be used on any tradestands throughout the Event.

Exhibitors are required to keep their stands and the areas around them clean and tidy.

Exhibitors are responsible for removing all rubbish and refuse on setting up, during and at the end of the Event and leaving the site in the same state as found.

All walkways must be left clear at all times. No Exhibitor will be allowed to place goods or materials outside the limit of their allocated space, if you are found to be in breach of this you will be told to move back within your confined space and fined accordingly.

No liability or responsibility is accepted for any goods delivered to the Event. Exhibitors must collect deliveries from the Site Reception on the morning of each Event.

### **Security & Crime Prevention**

Wincanton cannot be held responsible for any damage or loss. Additionally, items of significant value left on your stand unattended remain entirely at each Exhibitor's risk.

Wincanton Racecourse will not be responsible in any way for any article or object of any kind. The Exhibitor will assume full responsibility for these, including liability for all claims arising out of the handling of these exhibits and the general conduct on their stand.

We recommend the following simple points for your security:

- Keep your vehicle secure at all times, and avoid leaving valuables in them
- Use a secure money belt or till
- Do not leave your stall unattended at any time
- Keep your mobile phone with you at all times
- Tradestands are only canvas and therefore not fully secure
- Avoid distractions-thieves work in pairs or groups
- Take care in transferring money around the site.
- At all times, be aware of rogue charity collectors, card tricksters and other individuals acting suspiciously.

### **Insurance**

As detailed above, Exhibitors are reminded that any loss of, or damage to the contents of their tradestand remains their sole responsibility. It is further pointed out that each Exhibitor must maintain Public Liability insurance. This policy should be extended to indemnify Wincanton Racecourse as principals.

Each Exhibitor shall assume complete responsibility for the insurance of their property and make arrangements to guard against loss or damage whatsoever it's caused. Exhibitors will be asked to forward a copy of their Public Liability insurance policy to the tradestand Manager. Wincanton Racecourse cannot be held responsible for any loss or theft.

Exhibitors are recommended to insure for losses incurred by cancellation or abandonment.

Acceptance of these provisions shall be a condition of entry.

All Exhibitors must have Public Liability Insurance

### **Raceday Abandonment**

Should the Event be cancelled or abandoned before the conclusions a proportion of the fee will be refunded. The tradestand Manager will inform you of this at the earliest opportunity. If cancelled in advance, you will receive a full refund of your stand fee. If the event is cancelled before the last race and is not rescheduled to include tradestands, you will be reimbursed 50% of your stand fee, should the event be cancelled after this time, you will not receive a refund. However, there can be no refund in respect of any optional extras such as security and overnight electric etc., which is already on site and has been organised or installed on behalf of the Exhibitors.