

## **EQUIFEST TRADE STAND TERMS AND CONDITIONS**

### **DEFINITIONS:**

<b>Acceptance</b>	Notice from Equifest to the Trader confirming the Application has been accepted.
<b>Administration Fee</b>	The Administration Fee deducted from original Fee as set out on the Application.
<b>Application</b>	An application made by a Trader to Equifest for a Trade Stand at an Event in the form prescribed from time to time by Equifest.
<b>Balance</b>	The balance of the Fee as set out on the Application.
<b>Equifest</b>	Equifest's is a trading name of Arena UK Limited, the registered office is at Willowtops Farm, Allington Lane, Allington, Grantham. NG32 2EF
<b>Event</b>	The event to be held at Arena UK as described in the Application.
<b>Fee</b>	The sum(s) due from the Trader to Equifest in accordance with the Application and which include the Balance and any marketing/advertising fee together with any applicable interest.
<b>Notice</b>	A notice from one party to another.
<b>Pass(es)</b>	A pass or passes issued by Equifest to a Trader for the Trader and its nominee(s) to have access to the Showground for an Event.
<b>Payment Date(s)</b>	The dates for payment of each element of the Fee as set out on the application.
<b>Regulations</b>	The regulations published by Equifest from time to time on the Website.
<b>Showground</b>	Arena UK, Allington, Grantham Lincolnshire NG32 2EF.
<b>Terms</b>	These terms and conditions, the contents of an accepted Application and the Regulations.
<b>Trader</b>	Person or entity submitting an Application and named on that Application.
<b>Trade stand</b>	A trade stand installed at an Event pursuant to an Application.
<b>Website</b>	The Equifest website (or relevant section) which relates to the Event which is the subject of an Application and which is described on the Application.

## **PROVISIONS INCORPORATED IN THE TERMS:**

1. All Applications are made on the basis that the Terms apply
2. There shall be no contract for a Trade Stand between a Trader and Equifest until Equifest has given Acceptance and Equifest will either:
  - 2.1 Give Acceptance within 21 days of receipt of a valid Application or
  - 2.2 Confirm that no Acceptance is given and in which event any Fee paid by cleared funds will be repaid to the payer.
3. For an Application to be valid it MUST be accompanied by the Fee and sums due in respect of marketing/advertising options chosen by the Trader on an Application and payment must be made in one of the ways set out on the Application.
4. The Fee and every element of it MUST be paid on the Payment Date(s) by one of the ways set out on the Application and time shall be of the essence.
5. Interest shall be added to any Fee or element of the Fee not paid on the correct Payment Date(s) at a rate of 4% per annum above the current Bank of England base rate from the due date until paid.
6. If any part of the Fee has not been paid by the relevant Payment Date then the Trader will NOT be allowed to attend the Event which is the subject of the Application unless expressly given permission by Notice given by Equifest BEFORE the date of the Event. Such attendance in those circumstances will be in the absolute discretion of Equifest and on such terms as it shall decide. If the Trader attends following such a Notice then it will be deemed to have incorporated any terms of such a Notice into the Terms.
7. Admission to an Event of the Trader and any Trader's vehicles is strictly by Pass(es). The number of Passes shall be for two vehicles unless otherwise provided on an Application. Equifest agrees to issue the Passes in advance of the Event but ONLY if all Fees have been paid on the Payment Date(s).
8. A Trader may cancel an Application by Notice given not later than the deadline date for the Event to which the Application relates and is detailed on the trade stand application form. The appropriate Administration Fee will be deducted from any Fee paid and the remaining balance refunded according to the date detailed on the application form. In the absence of such a cancellation the full Fee shall remain due on the Payment Date(s) and will not be refunded under any circumstances.
9. Trade Stands shall occupy such pitch as is allocated by Equifest and shall not be moved or relocated without express authority or direction of Equifest.
10. The use of a Trade Stand and any allocated pitch is personal to the Trader named in the Application.
11. The Trader must maintain its Trade Stand open for business or enquiry at an Event until the time declared by Equifest as being the end of the Event.
12. All chattels brought onto the Showground by the Trader are at the risk of the Trader who shall make appropriate arrangements for their security and insurance.
13. The Trader shall undertake an appropriate risk assessment and be prepared to produce this to Equifest at any time after the Acceptance to the conclusion of the Event.

14. The Trader shall have public liability insurance with a minimum liability limit of £2,000,000 and shall produce evidence of that upon request made by Equifest.

15. Equifest shall be entitled to assume that the signatory to the Application had authority to bind the Trader and if there is any successful challenge to that authority, the person or entity purporting to sign on behalf of the Trader accepts personal responsibility for performing the obligations of the Trader as set out on that Application.

16. Any Notice to be given by a Trader to Equifest shall only be valid if given by email to [tradestands@equifest.org.uk](mailto:tradestands@equifest.org.uk). Any Notice to be given by Equifest to the Trader shall only be valid if given by email to the e mail address given on the Application or if there is no such address then given by letter to the correspondence address set out on the Application or otherwise given to Equifest by the Trader.

17. There shall be no variation to the Terms unless agreed in writing signed by the Trader and Equifest.

18. The Contracts (Rights of Third Parties) Act 1999 is excluded in relation to the Terms 19.