

Agreement to Exhibit at Temple island Meadows during Henley Royal Regatta – Terms and Conditions

Gate C, Remenham Farm, Remenham Lane, Remenham, RG9 3DB

In addition to these terms and Conditions please see our general Terms and Conditions at www.henleyregatta.com for the relevant areas that the client or their guests or clients may visit during the event.

The purpose of the terms and conditions is to confirm the arrangements between The Copas Partnership ("the **Venue**"), the Client is known as (the "**Exhibitor**") in relation to the clients Shopping Village Unit at Temple Island Meadows, Remenham Farm during Henley Royal Regatta taking place solely at the Venue's discretion during the period 4th – 7th July 2018 (the "**2018 Event**").

The terms of this agreement are as set out in these "Terms and Conditions" below. This agreement overrides any terms and conditions you may have put forward, unless we have agreed to any other conditions in writing.

The submission of the exhibitor application form is acceptance of these Terms and Conditions.

1 EXHIBITOR'S GENERAL OBLIGATIONS

- 1.1 The Exhibitor agrees to make good forthwith any loss or damage to the Site or any neighbouring land arising out of its use by the Exhibitor, his agents, contractors, or employees, to the satisfaction of the Venue, or shall (at the option of the Venue), indemnify the Venue in full against the cost of making good any such damage or against any such loss provided always that each claim for loss or damage is notified to the Exhibitor or his authorised representative in writing within 14 days of the Event which is alleged to have caused such loss or damage. In the case of damage to the Venue's land and/or facilities on which the parties fail to agree, both parties will accept the decision of an expert appointed by agreement between the Venue and the Exhibitor (and in default of agreement by the current president of the Royal Institution of Chartered Surveyors) as to the reasonableness of the cost of making good or as to the amount of full compensation.
- 1.2 The Exhibitor will indemnify and keep indemnified the Venue against all actions, proceedings, costs (including legal costs), claims, and demands, including loss of income as a result of business interruption which may be brought or made against the Venue arising from the actions or activities of the Exhibitor, his agents, contractors, or employees in relation to any event. This obligation will survive termination or expiry of this agreement.
- 1.3 The Exhibitor must not undertake any activity or act in such a way as to cause damage or nuisance, annoyance, disturbance, inconvenience, or injury to the Venue or any other customers, other Exhibitors or neighbours. In the event of such, the Exhibitor reserves the right to terminate the Agreement with immediate effect and the Exhibitor will be required to leave the Site immediately.
- 1.4 Any formal complaint, whether written or verbal, received by the Exhibitor in connection with its activities at the Site shall be recorded and notified to the Venue within 12 hours of receipt. The notification is to include the time, date and substance of the complaint. Notwithstanding any other provisions in this Agreement notification is to be given by telephone followed in writing by email.
- 1.5 No licensable activity is permitted under this agreement including not limited to the playing of music and the sale or give away provision of alcohol
- 1.6 The sale or provision of food or drink is not permitted under this agreement
- 1.7 The sale of knives, gun, and weapons of any description or legal highs are not permitted. The Venue reserves the right to reject any application.
- 1.8 The Venue reserves the right to remove from sale, any stock that differs from the declared items, without our prior knowledge or agreement. We reserve the right to cancel your booking and for you to leave site with no refund given.
- 1.9 Exhibitors are accepted on a first come first served basis and will be accepted on the basis of your proposed merchandising/activity detailed on the application form and no exhibitor will be offered a monopoly on any product type.
- 1.10 No generators are permitted in the site, electric can be quoted for based on specification

2 ACCESS

- 2.1 The Venue hereby authorises the Exhibitor to enter the Site from midday on the Tuesday preceding the Event, each day of the Event, up to 9pm on the Sunday of the Event, provided that this access shall only be for purposes connected with build, organisation, hire period and subsequent breakdown of the Site (the '**Access Period**').
- 2.2 The Exhibitor shall not enter the Site otherwise than in accordance with this Agreement, except with the prior written permission of the Venue.
- 2.3 The Venue reserves the right to access all areas of the Site at any time.
- 2.4 All deliveries must be scheduled in advance via the restricted access Gate C. No access into the Shopping Village after 9am on event days or before 6pm.
- 2.5 The Exhibitor must have the stand complete and ready to open to the public by 10.30am on Wednesday.
- 2.6 After the "Access Period" ends, the Venue reserves the right to remove any equipment from the Site or the Venue's wider property, or make good any damage to the property. The Venue reserves the right to do so on the Exhibitor's behalf and the Exhibitor will be liable for any costs incurred.

3 HOURS

The trading operating hours when the shopping village is open to the public and the **exhibitor site must be open and in operation for the minimum** hours of:

Wednesday	10.30am - 5.30pm
Thursday	10.30am - 5.30pm
Friday	10.30am - 5.30pm
Saturday	10.30am – 5.30pm
Sunday	10.30am – 5.30pm

The Exhibitor acknowledges that these times are subject to change. The racing starts earlier from approx. 7.30am, full details of the racing schedule can be found on the Venues website.

4 EVENT SUPPLIES

- 4.1 The Venue will provide toilet facilities of staff and contractors. Staff camping facilities are available in the official staff campsite on request. A limited amount of caravan/camping facilities are available in the Back of house area of the Shopping Village. The venue reserves the right

to remove this facility at any time and require all camping is in the official staff campsite. If the exhibitor or its staff and contractors plan to stay overnight on their stand the Venue must be notified in advance.

- 4.2 The Exhibitor will be responsible for all other production including pre and post production arrangements at their own cost.
- 4.3 The Venue will provide waste disposal from the recycle bins provided in the Back of House area for a 'reasonable' level of exhibitor waste. If you have specific bulky waste or hazardous waste please contact the Venue at least 8 weeks prior to the event to make alternative arrangements for which there may be a charge. Exhibitor waste is not to be disposed of in the front of house bins under any circumstances.

5 SECURITY AND SAFETY

- 5.1 The Exhibitor will be responsible for the security of property including stock, vehicles, equipment, and any persons on the Site, including but not limited to staff, and contractors. The Venue reserves the right to cancel the Agreement if this condition is not adhered to.
- 5.2 For the security of all our exhibitors, all exhibitors are required to wear a trader wristband and display the relevant vehicle pass. Anyone failing to do so may be asked to leave the site. The back of house area is restricted to exhibitors and their staff who are wristband holders.
- 5.3 The Exhibitor agrees to keep all roadways clear of vehicles and obstructions throughout the period of setup/breakdown and the event days.
- 5.4 The Exhibitor will be responsible for all compliance with regulations set out by the governing body with regards to Fire and Gas Safety, Electrical safety (including not limited to PAT testing), Food Safety Management Systems, Hazard Analysis Critical Control Points (HACCP), Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR), The Health and Safety at Work etc Act 1974 (HASAWA) and Control of Substances Hazardous to Health Regulation (COSHH). It is the Exhibitors responsibility to make arrangements for first aid treatment in relation to the Site for and anyone working at the Site.
- 5.5 The venue provided firefighting equipment (FFE) for the tentage and exhibitors are responsible for their own fire risk assessment for their stand and the required FFE.
- 5.6 All exhibitors will be required to submit a completed health and safety form one month prior to the event.
- 5.7 The Venue reserve the right to terminate this Agreement if this condition is not adhered to, or if the Venue believes the Exhibitor's planning for the Event and/or documentation provided is inadequate.
- 5.8 No animals will be permitted to enter the Site without the Venue's prior written permission.
- 5.9 The exhibitor marquees are a no smoking area with a designated back of house smoking area.
- 5.10 BBQs are permitted back of house, well away from tentage if raised off the ground. The Venue reserves the right to implement a BBQ ban at any time. No BBQ's are permitted front of house unless agreed in writing with the venue in advance.

6 NOISE MANAGEMENT

- 6.1 The playing of music in any area by the exhibitor is not permitted under any circumstances.
- 6.2 There is a construction/noise curfew between 8pm and 8am to respect neighbouring properties.
- 6.3 The Exhibitor agrees that at all times the Exhibitor will adhere to the Noise Restrictions set out in Premises Licence (as attached at Schedule 2). The Exhibitor is solely responsible for any subcontractors, and the Exhibitor agrees that it will ensure it is a condition of their contract to work in compliance with the Noise restrictions. If these are not adhered to, the Venue reserves the right to remove the exhibitor and its staff and contractors from the Venue for the remaining duration of the event.

7 PUBLICITY & PROMOTION

- 7.1 The Exhibitor shall be entitled to use the following names:

'Temple Island Meadows during Henley Royal Regatta'

in connection with the marketing and promotion of the Event in a manner and style agreed with the Venue (such agreement is not to be unreasonably withheld or delayed). All marketing material/promotional material for Henley Royal Regatta must read 'during' as opposed to 'at' Henley Royal Regatta by the Exhibitor and the Exhibitor's agents.

- 7.2 The Exhibitor shall be entitled to use the names:

"Exhibitor name during Henley Royal Regatta "
"Exhibitor name at Temple Island Meadows during Henley Royal Regatta "
"Exhibitor Name at The Shopping Village during Henley Regatta "

as the official names.

- 7.3 The Exhibitor shall not, in any promotion, refer to:
 1. being "at Henley Royal Regatta"
 2. Stewards' Enclosure
 And shall not use the official Henley Royal Regatta logo.
- 7.4 The Venue shall use reasonable endeavours to promote the Event including featuring the Exhibitor on the event website www.henleyregatta.com and social media.
- 7.5 All exhibitors must display in a prominent position and in a professional manner their trading name and make their contact details readily available.
- 7.6 The Exhibitor shall be responsible for ensuring its agents, employees or contractors comply with the provisions of this clause 7.0.

8.0 PAYMENT PROVISIONS

- 8.1 In consideration of the Event as set out in this Agreement, the Exhibitor agrees to pay the Venue for the 2018 Event unless otherwise agreed in writing:-
 - (A) A flat site fee as detailed in the application form.
 - (B) Payment for any additional services such as (but not limited to) electric and flooring
- 8.2 The payment schedule is as follows:

% of Minimum Payment payable to the Venue by the Exhibitor	Timing
100% of the flat hire	On acceptance of the application by the venue and payment of the venue Fee
All additional services	4 weeks prior to the event

- 8.3 A refundable damages deposit of £150.00 is required 4 weeks prior to the event. Providing the venue is left as found the deposit will be refunded by BACS within 14 days of the last day of the event.
- 8.4 After each payment has been paid by the Exhibitor to the Venue it will become non-refundable except the damages deposit.
- 8.5 All payments will be subject to VAT where applicable and shall be made by BACS or Paypal to the Venue.
- 8.6 If the Exhibitor fails to make any payment due to the Venue under the Agreement by the specific due dates for payment as noted in this Agreement ("the Due Date") then the Exhibitor agrees to pay interest on the overdue amount at the rate of 4% per annum above Bank of

England base rate from time to time. Such interest shall accrue on a daily basis from the due date until the actual date of payment of the overdue amount. The Exhibitor shall pay the interest together with the overdue amount.

9 SPONSORSHIP & OTHER SERVICES

9.1 Should the Exhibitor procure any sponsorship deal it will notify the Venue in advance. Any such sponsorship deal procured by the Exhibitor is subject to approval by the Venue and an additional fee may be charged if approved.

9.2 The Venue retains all mooring rights for the duration of the events unless granted in key terms of this Agreement.

10 INSURANCE

10.1 The Exhibitor shall obtain and maintain necessary insurances in connection with its obligations under the Agreement. Evidence of insurance cover shall be presented to the Venue upon signature of this Agreement.

10.2 Without prejudice to the generality of the provisions of this Agreement, the Exhibitor shall maintain the following insurances:

(A) Public and product liability insurance (including occupier's liability insurance) with an indemnity limit of not less than £10 million for each and every claim, including a cross-liabilities clause.

(B) Employer's liability insurance with an indemnity of not less than £5 million applying to all employees of the Exhibitor, including temporary employees and labour only sub-contractors

(C) Suitable and sufficient third party liability motor insurance in respect of all the Exhibitor's and contractors' vehicles which will be issued in connection with the occupation of the Venue and staging of the Events and which will be required to be insured under the provisions of the Road Traffic Acts.

10.3 The Venue will not be liable for death or injury (except in the case of proven negligence), or for damage to any property, or for any losses or other liability incurred by the Exhibitor or any other person connected with the Exhibitors activities the Venue.

10.4 The Exhibitor will report to the Venue, without delay, any accidents involving injury to the public or any other person connected with the Exhibitors activities on the Venue. The exhibitor is responsible for reporting accidents involving staff and contractors to RIDDOR if required.

11 CANCELLATION OF EVENT

11.1 The Exhibitor agrees that any decision to cancel the Event due to the prevailing weather or ground conditions being such that access to the Site would cause excessive damage to the land, or put any member of the public at risk, or for any other reason outside the Venue's control (including ground contamination, police investigations or other events which could reasonably be considered to be force majeure), shall be made entirely at the Venue's discretion. Refunds will be made entirely at the Venues' discretion.

11.2 In the event of cancellation, neither party shall have any liability to the other except that the Venue shall be entitled to the Site fees (regardless of whether or not they have been paid) from the Exhibitor. The Exhibitor shall also honour any agreements in respect of services to be supplied to it by the Venue under contract where cost has been incurred, and shall pay any sums due under those agreements.

11.3 The Exhibitor shall not cancel its provision of services or this Site Hire for any reason.

11.4 The Venue has no control over the island, racing or on the water activities which are run by Henley Royal Regatta Headquarters. The Venue has no control over the public footpath which is under the control of Wokingham Borough Council.

12 GENERAL

12.1 The Exhibitor agrees that it will not:

(a) tender to any third party in relation to the provision of site hire.

(b) enter into any contractual arrangement with any third party or other venue Exhibitor in relation to the provision of site hire during the Event

12.2 This Agreement may be terminated by either party in the event of the other committing a material breach of this Agreement which (if capable of remedy) is not remedied within 1 day of receiving written notice of such breach during event days and 14 days up until 14 days prior to the event, or if the other party makes any arrangement for the benefit of its creditors or makes any composition with its creditors or if any proceedings under any bankruptcy or insolvency law are taken and not dismissed, or any voluntary or compulsory liquidation (other than for purposes of amalgamation or reconstruction) is made. Such termination shall be without prejudice to the parties' accrued rights.

12.3 The Venue may terminate this Agreement and require that the Exhibitor cease operations on Site and remove all equipment at any time if:

(a) the Exhibitor does not manage the Site and the Event to the reasonable satisfaction of the Venue in accordance with the terms of this Agreement.

(b) there is change in ownership, management or control of the Exhibitor or the Venue, or

(c) The Venue no longer owns or has access to the Site or is in the process of disposing of its interest in the Site.

12.4 Neither party shall be entitled to assign or sub contract this Agreement in its entirety. The Exhibitor must remain the primary Exhibitor but shall be permitted to subcontract its obligations under this Agreement if mutually agreed in writing. All sub-contractors must have suitable and sufficient insurance as required under statute.

12.5 This Agreement does not create and shall not be deemed to create any partnership between the parties, and neither party shall have the right, or hold itself out as having the right, to bind the other.

12.6 Both during and after the Agreement Term neither party will disclose the terms of the Agreement or any other information of a confidential nature relating to either party without prior agreement of the other party in writing, except in the proper performance of the Agreement or as required by law.

12.7 This Agreement constitutes the entire Agreement between the parties in relation to its subject matter and supersedes any previous agreement in relation thereto. This Agreement may only be amended in writing signed by both parties.

12.8 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English courts.

13 NOTICES

Any notices given under this Agreement must be in writing and served by delivering personally or by sending pre-paid recorded delivery or registered post or faxed to the address and for the attention of the relevant party set out below:

(a) The Exhibitor contact details as detailed on the application form.

(b) The Copas Partnership

Address: Kings Coppice Farm, Grubwood Lane, Cookham, Maidenhead, Berkshire, SL6 9UB.

Attention: Kirsty Sutton

Telephone No: 01628474678

Email: regatta@copas.co.uk