

RNAS YEOVILTON INTERNATIONAL AIR DAY

Saturday 23rd June 2012

GENERAL INFORMATION

1. **Conditions of Entry** Entry is solely by presentation of a valid personal and vehicle pass. All passes are valid from 1000 hrs to 1800 hrs on the Setting Up Day and from 0530 hrs to 2000 hrs on The Air Show Day. Additional personal passes are available at a cost of £15.00 + Vat each. Additional vehicle passes are free of charge.
2. **Car Parking** Car parking for Exhibitors will be permitted in the designated parking area or behind the site allocated to the Exhibitor where possible. Entry for all Exhibitors will be via the trade entrance at the Fleet Air Arm Museum Gate with a valid vehicle pass displayed stating the vehicle registration number, driver name and telephone number.
3. **Cancellation** Exhibitors are strongly advised to take out appropriate insurance cover against the risk of the event being cancelled or postponed. In no circumstances will Exhibitors have any claim against the Organiser in the event of cancellation or postponement of the event.
4. **The Site**
 - 4.1 The construction of all stands and exhibits is the responsibility of the Exhibitor.
 - 4.2 Obtain the approval of the Organiser before erecting any tent or structure, which requires pegs or spikes to be driven into the ground to a depth greater than 9 inches. Many pipes and electrical cables are buried beneath the surface and therefore a cable clearance will be required before set-up. **Exhibitors will be liable for damage caused to underground installations by the unauthorised insertion of pegs or spikes.**
 - 4.3 Exhibitors must leave the sites at their disposal in the condition that they found them. Dilapidation and damage caused by an Exhibitor will be assessed by the Organiser and the cost of repairs etc. will be charged to the Exhibitor.
 - 4.4 No Exhibitor may move off site before 1800 hrs on Air Show Day, except by express authorisation of the Organiser.
 - 4.5 Sites must be completely cleared no later than 2000 hrs on Air Show Day, except by advance authorisation from the organiser. After this time the Organiser may have any objects found on sites removed. Any costs will be charged to the Exhibitor.
 - 4.6 Exhibitors are not allowed to remain on the site overnight. There is an area allocated for an overnight stay. **You must apply for overnight stay when you send in your booking form.** Exhibitors will be allowed access to the Site during the periods specified on the application form.
5. **Electrical supplies** The Organiser is unable to provide any electricity to any Exhibitor's site.
6. **Water supplies** The Organiser is unable to provide a water supply to any Exhibitor's site. However, there is a water point available by the fire station.
7. **Catering** Catering and refreshment facilities will be provided throughout Air Show Day by caterers Licenced by the Organiser. It is regretted that no separate facilities can be provided for the Exhibitors. Licensed Caterers will be subject to inspection by MoD, AHA and Local Authority Environmental Health Officers. Failure to meet their requirements may lead to immediate closure without recourse.
8. **Litter** Litter is a major problem for aircraft. You must appoint a member of staff to be responsible for your litter. Skips and bins will be provided. See section 13 of the Licence Agreement for further details on the litter/damage bond.
9. **Souvenir Programme** The Organiser has sole right to produce a souvenir programme for sale to the public.
10. **Health and Safety, Security**
 - 10.1 Exhibitors are responsible for the safety of their employees / assistants, the public and other persons not in their employment on their sites, and especially for safe demonstration of any working exhibits or displays. They must ensure that all their personnel comply with instructions given by MOD staff or by representatives appointed by the Organiser and may be required to submit to inspection of their persons, vehicles and chattels for security purposes on entry to the site.
 - 10.2 During Setting Up and Air Show Days, each Exhibitor will be responsible for the security of his exhibits and property.
 - 10.3 Access to sites must be provided at all times to the Organiser and official safety services for inspection purposes. All trade stands, catering units, bars and ice cream units are liable to inspection by MoD, AHA and Local Authority Environmental Health Officers.
 - 10.4 The Exhibitors Site will be patrolled by security personnel at night, and whilst every effort will be made to protect property, the Organiser cannot guarantee the protection of Exhibitors' property.
11. **Fire Precautions** Exhibitors must ensure that all staff employed on their sites will be acquainted with the position of the nearest fire extinguisher and telephones. Emergency services can be alerted by dialling (01935 45) 2222. All businesses must have their own fire extinguishers on their sites where applicable.

RNAS YEOVILTON INTERNATIONAL AIR DAY
Saturday 23rd June 2012

LICENCE AGREEMENT

LICENCE

DEFINITIONS AND INTERPRETATIONS In this Licence the following words and phrases shall bear the meanings unless the contrary is expressed or the context does not permit.

- 1.1 "the Site" shall mean: area(s) of ground marked out at the event by the Organiser for the Exhibitor.
- 1.2 "the Regulations" shall mean: directives both statutory and as imposed by RNAS YEOVILTON or The Secretary of State for Defence.
- 1.3 "the Organiser" shall mean: AHA Events Ltd., of Mayfair, 1 The Square, Barnstaple, North Devon, EX32 8LS and referred to as "AHA".
- 1.4 "An Exhibitor" shall mean: all employees, servants and agents of any person, Firm or Company or other Organisation or Association exhibiting at the site.
- 1.5 "the Air Show Day" shall mean: Saturday 23rd June 2012 between the hours of 0530 and 2000.
- 1.6 "the Setting Up Day" shall mean: Friday 22nd June 2012 between the hours of 1000 to 1800.
- 1.7 "the Owner" shall mean: the Commanding Officer of RNAS YEOVILTON
- 1.8 "the Goods" shall mean: all products other than:-
- a. Livestock, including caged birds.
 - b. Balloons / Kites
 - c. Chinese lanterns
 - d. Laser equipment of any sort.
 - e. Disposable barbecues
 - f. Lotteries, raffles, gaming tickets, mock auctions or bottle stalls except those of the official Air Day or those with the written permission of the Organiser.
 - g. Any type of Air Day souvenir or reproduction of any Air Day publicity material without the written permission of the Organiser.
 - h. Any products as may be specified in writing to individual Exhibitors by the Organiser.
 - i. No food, sweets or drinks on any Exhibitors' stands (with exception of catering contracts for which the Exhibitor is bound by the rules and regulations for catering traders in addition to this Licence).
 - j. **Any type of knife, weapon or replica, including bullets and shell / cartridge cases. These products are not to be offered for sale or by gift or prize.**
- 1.9 "the Conditions" shall mean: the Conditions set out in Clause 4.
- 1.10 "the Fee" shall mean: the cost of a site calculated in accordance with the rates published in the Air Day Traders' Ratecard.
- 1.11 "the Site Passes" shall mean: passes issued by A H A.
- 1.12 "Booking Form" shall mean: the relevant site application form.

AGREEMENT

1. **Grant** In consideration of the Fee(s) the Organiser grants to the Exhibitor subject to the conditions;
- 1.1 The Licence to enter the airfield on the Set Up Day between the hours of 1000 and 1700 solely for the purpose of constructing stands and setting up exhibits within a specific Site area.
- 1.2 The Licence to enter the airfield on the Air Show Day between the hours of 0530 and 0800 solely for the purpose of displaying, demonstrating and selling Goods from the Site area.
2. **Payment of Licence Fees**
- 2.1 The Fee(s) and costs of the Site Passes and the litter bond (see condition 13) shall be paid to the Organiser in cleared effects when completing this Licence and Booking Form.
- a. An early prepayment discount applies on all sites paid on or before 31st December 2011 excluding catering contracts and fairground attractions.
- 2.2 Time shall be of the essence for the purpose of Clause 2.1.
- 2.3 If payment of Fees is not made as stated in accordance with Clause 2.1 the Organiser may at its absolute discretion terminate this Agreement at once and forfeit all revenues previously paid by the Exhibitor under this Agreement.

RNAS YEOVILTON INTERNATIONAL AIR DAY
Saturday 23rd June 2012

3. **Cancellation\Withdrawal**

3.1 In the event of an Exhibitor's withdrawal from the Commercial Display after notification by the Organiser of the allocation of space, all payments made in respect thereto shall be forfeited. Notice of withdrawal must be made in writing to the Organiser who will endeavour to re-allocate the space, but such re-allocation does not necessarily entitle the Exhibitor to refund of any payments made, or release from any sums for which he has become liable.

3.2 Exhibitors are strongly advised to take out appropriate insurance cover against the risk of the event being cancelled or postponed. In no circumstances will Exhibitors have any claim against the Organiser in the event of cancellation or postponement of the event.

3.3 The Organiser reserves the right to refuse any booking at any time and also reserves the right to cancel any booking, which may have been confirmed, without any reason being given. In the event of refusal or cancellation, the Organiser will not enter into correspondence on the subject. In relevant circumstances a full refund will be given.

4. **Conditions**

4.1 The Organiser will do everything to ensure the Sites booked by exhibitors are available on the day. However operational considerations and other requirements of the Royal Navy may take precedence over Site positions allocated by the Organiser. The Organiser reserves the right in its absolute discretion to reposition Exhibitors and their Sites without liability for compensation to the Exhibitors.

4.2 Access to the Site will not be permitted other than on the presentation by the Exhibitor of the Site Passes and the provision of such other means of identification of the Exhibitor as the Owner shall in its absolute discretion require. Access to, through and from the Site shall be by the routes and entrances designated by the Organiser. Exhibitors shall not deviate from the designated routes and access points and must not trespass into adjoining parts of the Air Station.

4.3 If in the opinion of the Owner or the Organiser the Exhibitor or their agents or employees are guilty of any gross misconduct or their presence is deemed by the Owner or Organiser not to be in the public interest, such person(s) shall leave the site and property of the Owner without delay on being required to do so. The right is reserved for the Secretary of State for Defence to refuse admission to the RNAS Yeovilton or remove the Exhibitor or their agents or employees without stating any reason therefore, such right to be exercised reasonably.

4.4 The Organiser reserve the right to refuse any entry whatsoever and/or to cancel any entry, which may have been accepted without giving any reason. Similarly, they may decline at any stage to admit any proposed exhibit or to order the removal of, or remove, any exhibit already delivered. Should these circumstances occur, the fees paid for such space may, at the discretion of the Organiser, be refunded and, if refunded, shall be accepted by the Exhibitor, or intending Exhibitor, in full satisfaction of all claims against the Organiser.

4.5 Any Exhibitor who, without the Organiser's authority, occupies in an area in the Airfield other than that allocated shall on demand pay for such excess space at the rate of double the charges which are applicable for that particular space and shall, if required, withdraw to his allocated space and also be liable for expenses or loss incurred by any Exhibitor(s) deprived of any part of their allocated space by such action.

4.6 The Ministry of Defence or AHA Events Ltd reserves the right to close, without compensation, any exhibitor which does not achieve an acceptable standard of presentation or content as decided by the Commanding Officer, RNAS Yeovilton, or his representative.

4.7 The Organiser shall not be liable in respect of any claim for compensation or refund, or any other claim, in regard to or arising out of or connected with the event or the holding, cancellation or curtailment thereof, for any reason beyond the reasonable control of the Organiser.

4.8 Neither the Organiser nor the Owner shall be responsible for any loss or damage occurring to the Exhibitor's Goods or to any display or exhibit on the Site (even though the Exhibitor may not be present between 1800 on the Setting Up Day and 0530 on the Air Show Day).

4.9 On the Air Show Day the Exhibitor:-

4.9.1 Shall ensure that the Site shall be ready to exhibit not later than 0800 hours.

4.9.2 Shall not move vehicles between 0830 and 1800 hours.

4.9.3 Shall not cease trading before 1700 hours unless authorised by the Organiser.

4.9.4 Shall remove from the Site by 2000 hours all Goods, stands, exhibits and any other items brought on by the Exhibitor.

4.9.5 Shall cease trading at 1715 hours.

4.10 Shall make good to the satisfaction of the owner all damage caused to the Site or any other part of the Site by any act or default of the Exhibitor.

RNAS YEOVILTON INTERNATIONAL AIR DAY
Saturday 23rd June 2012

- 4.11 Access to the Site will not be permitted outside the hours indicated by the expressions the Setting Up Day and the Air Show Day.
- 5 The Site must be carefully cleared and all damage caused made good by the end of the Air Show Day.
- 5.1 The Organiser reserves the right to make good dilapidation and damage not made good by the Exhibitor at the expense of the Exhibitor and the parties agree that the remedial works required shall be fully assessed by the Organiser and the cost of the works shall be payable on demand. The Exhibitor shall be in possession of a current risk assessment and test certificate.
- 5.2 If the Exhibitor fails to clear the Site by the end of the Air Show Day the Organiser shall be entitled to clear the Exhibitor's Goods from the site at the Exhibitor's expense.
- 6 The Exhibitor may not assign, transfer, sublet or share the benefit of this Agreement or the use of the Site without the prior written consent of the Organiser.
- 7 The Exhibitor shall display at the Site a suitable sign giving his name and usual business address.
- 8 The Exhibitor shall not display, exhibit, promote or sell any goods other than those specified by the Exhibitor on the Booking Form. The Exhibitor shall not canvass or solicit for any business or charity or any other cause other than that which is expressly authorised. The Exhibitor shall not use any logo insignia symbol or other inscription used or belonging to or in the ownership of the Organiser or the Secretary of State for Defence.
- 8.1 The Exhibitor shall comply at all times with statutory requirements pertaining to the sale, display, exhibition or promotion of goods on the Site. It is the Exhibitors' responsibility to give all necessary notices and obtain all necessary licences and consents required by statute or bye-law in respects of exercise of its rights and obligations here under.
- 9 The Exhibitor shall comply immediately with any fire security or health and safety regulations or directions whether imposed by statute by the Organiser or the Owner at any time.
- 10 **The Exhibitors shall not:-**
- 10.1 Promote, exhibit, display or sell Goods outside the Site.
- 10.2 Cause a noise nuisance i.e. loud speakers, loud music or generators, which may cause a problem to other exhibitors or the public will be asked to turn off the offending noise nuisance, failure to do so will lead to he/she being told to cease trading. There will be no entitlement to refund in these circumstances.
- 10.3 Cause any annoyance or inconvenience by noise or exhaust fumes or otherwise to the owners or occupiers of adjoining or neighbouring property.
- 10.4 Obstruct or overhang gangways or open spaces or in any way obstruct or affect the display of neighbouring exhibitions.
- 10.5 Alter the setting or design of any stand, tent or marquee supplied by the Organiser.
- 10.6 No pets or animals of any kind are permitted on the air station, **only guide dogs accepted with written consent of the organiser.**
- 10.7 Leave any motor vehicles on the site outside of the defined hours of the Setting Up Day and Air Show Day unless prearranged with the Organiser in advance.
- 10.8 Sell or offer alcohol as a prize.
- 10.9 Offer pick a ticket or tear off tickets (as this does cause a serious litter problem), only companies authorised by the Organiser.
- 10.10 Dig any hole or pit or allow anyone else to do so.
- 10.11 Use or bring onto the Site any of the substances listed in Appendix 1 without the prior written approval of the Organiser.
- 10.12 Tamper with any gas, electricity, or water installation. No apparatus or appliance shall be connected to the Organiser's existing electrical system.
- 11 **The Exhibitors shall**
- 11.1 Be solely responsible for the erection and dismantling of all stands and exhibits (unless the stand, tent or marquee has been supplied and erected by the Organiser).
- 11.2 Ensure that the Exhibitor and his agent's employees on the Site behave in a seemly fashion.
- 11.3 Keep the Site clean and tidy and clear all litter within 3 metres of the Site and ensure that all rubbish is properly disposed of in receptacles provided.

RNAS YEOVILTON INTERNATIONAL AIR DAY
Saturday 23rd June 2012

- 11.4 Ensure that all the Exhibitors are familiar with fire and safety regulations and the provision made for summoning assistance in case of any emergency.
- 11.5 Permit the Organiser and the Owner and all persons authorised by them to inspect the Site.
- 11.6 Permit the Organiser and all persons authorised by them to search any vehicle, trailer or baggage belonging to the Exhibitor, their agents, employees or servants.
- 11.7 Be solely responsible for all loss, damages, injury to property or people anywhere on the Site caused by themselves or their Exhibitors or relating to or arising out of their use of the Site (including under the Occupiers Liability Act 1957).
- 11.7.1 Indemnify the Organiser and the Owner against all costs, claims or liability of whatever nature arising in respect of the Exhibitors presence on the site.
- 11.7.2 Maintain public liability insurance with an insurance office of repute in the sum of at least £5 million for any one incident, accident or occurrence and shall produce evidence that such cover exists to the Organiser.

12 The Exhibitor Agrees

- 12.1 To comply with any additional regulations that the Organiser or the Owner may in its absolute discretion impose for the safety or better management of the site.
- 12.2 That in the event of any dispute between any Exhibitor concerning arrangements on either the Setting Up or the Air Show Day the dispute shall be determined by the Organiser in its absolute discretion.
- 12.3 That if in the opinion of the Organiser the Exhibitor is in serious breach of these conditions this Agreement may be terminated without notice and the Exhibitor required to vacate the Site but without prejudice to any remedies, which have already arisen for the benefit of the Organiser and the Owner.
- 12.4 To deal immediately with any public or customer complaints and to use best endeavours to satisfy any such complaints. To refund their money in full without delay.
- 12.5 Where prices for goods or services are published in the Souvenir Programme not to charge a price in excess of the stipulated price for such goods or services.
- 12.6 To adhere to current smoking legislation. In particular, trade stands allowing public access must display official 'No Smoking' signs.
- 12.7 Any fairground operator or any of its third-party tenants or rides, agree by accepting these terms and conditions that Showman's Guild Rights does not apply over any event held or organised by AHA Events Ltd or any of its clients. If any ride or company is a Showman's Guild member, no legal action will be invoked against AHA Events Ltd or any other member of the Showman's Guild and no claim over dates or right of land will be made.
- 12.8 Participation in Air Day does not bestow any rights to participate in subsequent Air Days.

13 The Litter / Damage Bond

The Exhibitor shall pay a £100.00 litter/damage bond in accordance with clause 2.1 of this Licence. The Organiser will check the Exhibitor's Site at the end of the Air Show Day. If the site is clean, free of all rubbish and undamaged the Organiser will arrange a refund of £100.00 to be paid to the Exhibitor when the site is vacated. The Organiser's obligation will be discharged on payment of the refund. If the Site is not returned in the same state as it was given the Exhibitor shall forfeit the £100.00, which shall belong to the Organiser absolutely.

14 General

- 14.1 This Agreement is personal to the parties and neither of them may, without the written consent of the other, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights hereunder or sub contract or other delegate any of its obligations under this Agreement.
- 14.2 Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.
- 14.3 The clause and paragraph headings in this Agreement are for ease of reference only and should not be taken into account in the construction or interpretation of any of its conditions.
- 14.4 References in this Agreement to a clause or paragraph are references where the context so admits to a clause and paragraph of this Agreement.
- 14.5 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa and words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words noting natural persons shall include corporations and vice versa.
- 14.6 This Agreement shall be governed by and construed in all respect in accordance with the laws of England and both parties agree to submit to the non-exclusive jurisdiction of the English courts.