

REGULATIONS FOR TRADERS & EXHIBITORS

1. DEFINITION OF TERMS

- a. **Regulations.** This term is applied to all requirements laid down by the Organisers for the conduct of the Wales Airshow 2021 and to any further additions or amendments as may be deemed necessary by the Organisers.
- b. **Organisers.** This term shall mean Swansea Council, their servants or agents.
- c. **Exhibitors.** This term shall include all employees, servants and agents of any company or organisation exhibiting or trading at the Airshow.

2. APPLICATION OF REGULATIONS

- a. The control of the Trade Display is in the hands of the Organisers whose decisions are final and binding on all Exhibitors.
- b. The Organisers shall have the right without appeal to resolve all cases, which are not provided for in the Regulations.
- c. Any person or organisation failing to comply with the Regulations or directions from the Organisers may be instructed to leave the event and no refund of any site fees or other charges will be made by the Organisers.

3. LIABILITIES

- a. The Organisers will not accept liability for loss of or damage to any exhibits at any time and Exhibitors are advised to insure their exhibits against such loss or damage, including risk of fire.
- b. Exhibitors will be held responsible for loss of or damage or injury to property (including other exhibitions) and persons, caused by themselves, their servants or agents.
- c. Each Exhibitor participating in the Trade Display agrees to indemnify the Organisers against all claims of whatsoever nature which may be made against the Organisers arising out of, or in any way connected with such Exhibitor's participation in the Commercial Display. This provision is specifically agreed by the Exhibitor to be fair and reasonable.
- d. The Organisers do not accept liability and will not be under any liability to Exhibitors or their employees, servants and/or agents in respect of any direct or indirect damage, loss

or injury, to persons or property arising out of, or in any way connected with the Trade Display.

- e. Exhibitors are strongly advised to take out appropriate insurance cover against the risk of the event being cancelled or postponed. Any refund in the event of a whole or part cancellation of the show shall be at the sole discretion of the Organisers and if made will be paid net of the Organisers' costs and administrative charges*. Under no circumstances will Exhibitors have any claim against the Organisers in the event of cancellation or postponement of the event.
- f. In the event of an Exhibitor's withdrawal from the Trade Display after notification by the Organisers of the allocation of space, all payments made in respect thereto shall be forfeited. Notice of withdrawal must be made in writing to the Organisers 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.
- g. If an application is received from any organisation whose affairs are for any reason placed in the hands of a receiver, that application shall, unless otherwise agreed in writing by the Organisers, automatically become null and void even if previously accepted by the Organisers and any monies received will only be returned after deduction of all costs and expenses incurred by the Organisers.
- h. Exhibitors must comply with all UK Statutory Requirements and Regulations whilst participating in the Wales Airshow.
- i. The Organisers reserve the right to refuse any entry whatsoever and also reserve the right to cancel any entry which may have been accepted, or decline at any stage to admit any proposed exhibit to the event. Whenever under this regulation an application for space is refused, or an allocation of space is cancelled by the Organisers, or an exhibit is refused admission or removed, the fees paid for such space may, at the discretion of the Organisers, be refunded, and if refunded, shall be accepted by the Exhibitor or intending Exhibitor, in full satisfaction of all claims against the Organisers.
- j. Exhibitors are responsible for the safety of the public on their sites, particularly for the safe demonstration of any working exhibits or

displays and are responsible for the security of their exhibits and property.

- k. Visitors entering the Wales Airshow do so entirely at their own risk. No liability will be accepted by Swansea Council, their servants, agents, independent contractors or sponsors for any injury (including fatal injury), illness, damage or loss whatsoever directly or indirectly occasioned to person or property, whether due to negligence or otherwise howsoever.
- l. Wales Airshow security personnel reserve the right to carry out such security checks as are deemed necessary and to refuse entry to vehicles and/or persons to Wales Airshow and/or to divert visitors to car park areas.

4. INSURANCE REQUIREMENTS

- a. Exhibitors are required to hold Third Party Liability Insurance with a Limit of Indemnity of not less than £5,000,000 any one event or occurrence and containing an indemnity to Principals clause. In the event that the Exhibitors Third Party Liability Insurance does not contain a general Indemnity to Principals clause for the purpose of this Regulation the Organisers of the Wales Airshow must be mentioned specifically as Principals in the insurance relative to the contract hereby agreed to.

5. SALES REGULATIONS

- b. Stands and Displays are expected to be of a high standard.
- c. The sale of the following articles is prohibited:
 - 1) Realistic-looking toy guns and guns, or other weapons, that fire any sort of projectile (e.g. BB guns, airguns, crossbows, catapults)
 - 2) All lock-bladed knives and any knife, including folding pocket-knives.
 - 3) Livestock, live fish and caged birds
 - 4) Foodstuffs or refreshments without written permission from the Organisers.
 - 5) Balloons. Neither shall balloons be given away as these can become a hazard to low flying display aircraft
 - 6) DRONES. It is illegal to fly drones for the duration of the event.
 - 7) Kites, except in a packed condition and provided that a notice is displayed which clearly states that kites and drones are not to be flown at the event
 - 8) Lottery, raffle or gaming tickets.
 - 9) Any type of Wales Airshow souvenir, or reproduction of Wales Airshow

publicity material, without the written permission of the organisers

- 10) Soft Toys ticket draws
- 11) Any other products as may be specified in writing to individual Exhibitors by the Organisers.
- 12) Any form of Liability / Claim companies

- d. **Sound Reproduction.** The use of microphones and amplifiers to assist sales is STRICTLY PROHIBITED. The Organisers also reserve the right to demand the removal of any equipment about which complaints are received.
- e. **Radio and Radar Equipment.** Exhibitors intending to operate radio and/or radar exhibits are to submit details of such equipment to the Organisers by 14th June 2021 in order that clearance to operate may be sought.
- f. Roving Sales or similar trading is forbidden.
- g. The Swansea Council Events Team works closely with Trading Standards at all its events and will supply information where requested. All goods sold on council land must be marketable and of satisfactory quality and comply with Trading Standards legislation.
- h. Swansea Council reserves the right to host exhibitors which give away free samples of food, drink or any other products at the event.

6. GENERAL INFORMATION

- a. **Water Supplies.** The Organisers are unable to provide a water supply to any Commercial Display site. Although water points will be available at the event
- b. **Overnight.** Exhibitors are allowed to remain on site overnight only after prior notification to the Organisers.
- c. **Power.** Generators must be super silent diesel models and fenced / cordoned off from members of the public. Electrical items used for the trade stand may be subject to a PAT test by the event electrical contractor
- d. **Deliveries.** Deliveries may be made between 6.30am and 8.30am each morning with all vehicles off site before 9am.

7. SITE BOOKINGS

- a. Exhibitors may express a preference for Trade Display sites, however, sites will be allocated on a first come first served basis

and no guarantee can be given that preferred sites will be available.

- b. Previous participation in Wales Airshow does not bestow any rights to participate in subsequent Air Shows.
- c. Applications must be submitted on the appropriate form to the Organisers. The Organisers reserve the right to refuse in whole or in part any application. Acceptance or rejection of the application, in whole or in part, together with the allocated site, will be notified in writing by the Organisers.
- d. The Organisers reserve the right to change the layout and the location of traders without reference to Exhibitors.
- e. The Organisers reserve the right to change the location of any site previously allocated.
- f. Sub-letting and/or sub-contracting of sites is strictly prohibited.
- g. Boundaries of sites will be clearly marked by the Organisers. Exhibitors are to ensure their exhibits, including all support equipment, tentage and guy ropes are contained within each defined site area.
- h. The Exhibitor is required to sign the Application for Trade Space attached hereto, in agreement to be bound by these Regulations.

8. ACCESS

- a. Entry is by presentation of a valid vehicle pass, which will be despatched to Exhibitors by the Organisers.
- b. Exhibitors must report to a member of the events team before being escorted to their allocated site. Failure to comply may result in eviction from the event.

9. SETTING UP

- a. Construction and fitting of sites may not be commenced before 6pm on Thursday 24th June 2021 without the express permission of the Organisers. Permission must be requested in writing.
- b. Exhibitors are to ensure that they are available on site to receive all deliveries as the Organisers are unable to handle Exhibitors' or Contractors' equipment.
- c. Exhibitors are to provide all flooring they consider necessary to outdoor stands. The

Organisers do not hold any flooring materials and do not have access to any such material.

10. SITE MANAGEMENT

- a. Exhibitors are required to keep their sites and adjacent walkways tidy at all times. Rubbish is to be placed in the refuse bins and skips provided by the Organisers and made available throughout the day for regular collection by the litter clearance team.
- b. Exhibitors must where possible make use of the recycling points located within each area.
- c. Exhibitors are to ensure that their sites are manned whilst the event is open to the public, i.e. from 10am until 6pm on Saturday and Sunday. Exhibitors failing to comply may forfeit both site and fees paid.
- d. Exhibits or any equipment containing moving parts must be fitted with the necessary guards to comply with standard safety regulations governing that particular exhibit.
- e. Exhibitors wishing to erect any mast or structure higher than 4 metres are to obtain prior permission from the Organisers.
- f. Exhibitors are not to obstruct or allow to be obstructed any gangways or open spaces and no sign or projection may be hung or projected over gangways or open spaces, or in any way affect neighbouring Exhibitors' displays.
- g. Exhibitors wishing to erect any sign, placard or advertisement at any location other than their allocated site are to obtain the written permission of the Organisers.
- h. There are no facilities for storage on the event site.
- i. The Organisers shall not incur any liability for failure to supply any equipment or furniture hired on behalf of an Exhibitor. Neither shall the Exhibitor be entitled to any refund, or part refund, of any site fee if such equipment or furniture is not provided.
- j. Generators are used on the condition that a nuisance is not caused to either other Exhibitors or the public. The Organisers reserve the right to demand the removal of any equipment about which complaints are received. (NO Petrol Generators)
- k. Only vehicles forming an integral part of an Exhibition are permitted on the allocated

Exhibition site. All other vehicles are to be parked in the designated Public Car Parks.

- l. Once established on site, vehicles are not to be moved during the operational hours of the event.
- m. Exhibitors are not allowed to bring dogs or pets to the event.
- n. Exhibitors are not allowed to light any type of outdoor barbecue at their trade site, or anywhere else at the event.

11. SITE CLEARANCE

- a. **NO EXHIBITOR MAY CEASE OPERATION BEFORE 6pm ON SUNDAY 4th July 2021.**
- b. Exhibitors may not depart from their site until 7.30pm on Sunday 4th July to avoid traffic congestion and must be completely cleared by 12 noon on Monday 5th July except with the express permission of the Organisers. Exhibitors disregarding these times may be prohibited from future attendance at the Show. After this time the Organisers may have any objects found on sale removed, the cost being charged to the Exhibitor. Sites must be left in the same condition in which they were found. Any damage caused by an Exhibitor will be assessed by the Organisers, with the costs of repair being charged to the Exhibitor.

12. HEALTH, SAFETY AND SECURITY

- a. **RISK ASSESSMENT.** Exhibitors are responsible for the safety of their employees and any third parties in respect of their activities and especially for the safe demonstration of any working exhibits or displays.

- b. Access to sites must be allowed at all times for the Organisers and official Health & Safety services for inspection purposes.
- c. Exhibitors are responsible for the security of their exhibits and property at all times. The event site is not fenced.
- d. **Smoking Policy.** All traders are to adhere to current smoking legislation; in particular trade stands allowing public access must display official No Smoking signs.
- e. **Security Services.** Both Civilian Security and Military personnel will patrol the site at night and whilst every effort will be made to protect property, the Organisers cannot guarantee the security of Exhibitors' property.
- f. **Fire Precautions.** All Exhibitors will be required to complete the fire risk assessment, all traders must conform to Regulatory Reform (Fire Safety) Order 2005 Open Air Events and Venues

13. IN CASE OF EMERGENCY

- a. IMMEDIATELY NOTIFY ANY OF THE ORGANISERS' OFFICERS OR ANY UNIFORMED SECURITY PERSONNEL.
- b. ENSURE ALL PERSONNEL ARE CALMLY MOVED AWAY FROM THE INCIDENT.
- c. KEEP ACCESS WAYS CLEAR FOR EMERGENCY SERVICES VEHICLES.

14. COVID

- a. In the event of the airshow being cancelled as a result of COVID, either by local rules or national legislation traders will be offered:
 - To carry forward fees to the 2022 airshow and benefit from any early bird discount offers
 - To A full refund.
- b. Should the event go ahead as planned but under covid measures, traders choosing not to attend will not receive a refund
- c. Traders will be responsible for ensuring their stalls are set up and operated in a Covid safe manner.
- d. Traders will be expect to supply a Covid safe risk assessment.
- e. Traders will be responsible for any costs associated with their covid safe operation (hand sanitiser, screens etc)