

# Cambridge and District Amateur Radio Club

## CDARC Radio Rally Terms & Conditions

The following terms and conditions apply to traders and organisations booking tables for CDARC Radio Rallies.

### 1. Definitions

In these Terms & Conditions the following terms shall be construed as follows:-

- 1.1 "CDARC" means the Cambridge and District Amateur Radio Club.
- 1.2 "Rally Organiser" means Mark Wooldridge M1MPW who can be contacted by email at [rally@cdarc.co.uk](mailto:rally@cdarc.co.uk).
- 1.3 "Radio Rally" means a specialised radio amateur market open to the general public where traders may sell goods.
- 1.4 "Event" means a Radio Rally organised by CDARC.
- 1.5 "Venue" means the buildings and grounds belonging to Wood Green Animal Shelter.
- 1.6 "Trader" means the organisation wishing to trade, exhibit or advertise at the Event.
- 1.7 "Agreement" means the agreement between CDARC and the Trader, incorporating the terms and conditions contained herein and the information supplied on the booking form.

The plural forms of these capitalised terms shall be considered defined and construed accordingly.

### 2. Agreement

- 2.1 This Agreement is between CDARC and the Trader named on the booking form, commencing on the date on the booking form and continuing until terminated. No booking will be accepted without a completed, signed booking form and payment in full.

IT IS HEREBY AGREED as follows:

### 3. Event Format

- 3.1. CDARC agrees to provide space for the Trader to exhibit and sell products and carry out other legal business activities from 10am to 2pm on 4<sup>th</sup> March 2012 at the Venue in accordance with the terms of this Agreement. The general public will be allowed in the Venue at approximately 10am.
- 3.2. Traders will have approximately two hours setup time which is expected to start around 8am. Traders should be at the venue by 7:30am.
- 3.3. Traders will have approximately two hours teardown time at the end of the event.
- 3.4. Whilst all reasonable efforts will be made to open the Venue on time and meet the other time expectations in Clauses 3.1 - 3.3, CDARC shall in no way be liable for failing to meet the aforementioned expectations for whatever reason.
- 3.5. Traders will be issued badges which must be worn throughout the Event. Only persons issued with a Trader Badge shall be permitted in the Venue when the Rally is not open.
- 3.6. The Rally Organiser will declare the Rally open and closed to the general public. During the time the Rally is open, vehicles are not allowed in the Venue and the vehicular access(es) will be closed.
- 3.7. During the setup time a controlled traffic system will be in operation based on arrival time and space allowances so as to allow as many traders access to setup as possible. You will not be allowed in without a prebooked space. Booking on the day is allowed but entrance will not be allowed until the booking form has been completed and the required monies paid.

### 4. Trader's License

- 4.1 Subject to the terms set out herein CDARC will permit the Trader to use the Venue for the purpose or purposes and for period or periods described in the Agreement.
- 4.2 CDARC reserves the right to refuse any Trader entry to the Event whether because of Venue capacity restrictions, incomplete or incorrect paperwork, failure to pay fees due or otherwise. It is an offence to trade in the car parks or grounds of the Venue and offenders will be removed by the police.
- 4.3 The licence to use the Venue granted by the Agreement shall not constitute a tenancy, nor shall the licence entitle the Trader to legal possession of the Venue during the Event or at any other time.
- 4.4 During the Event any person so authorised by CDARC or Wood Green Animal Shelter may enter the Venue to ascertain whether all or any of the provisions of the Agreement are being observed and performed. If any non-observance or non-performance is evident, the Trader shall promptly on request remedy the same.
- 4.5 The Trader may not assign, otherwise dispose or subcontract its rights and obligations pursuant to the Agreement.
- 4.6 CDARC gives no warranty that the Venue is legally or physically fit for any specific purpose. It is the Trader's sole responsibility to assess the Venue's suitability.

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- 4.7 The Trader undertakes:
- i. to use the Venue only for the purpose or purposes described in the Agreement;
  - ii. to wear the provided Trader Badges at all times;
  - iii. to comply with all relevant legal and regulatory requirements in using the Venue and to behave in a responsible fashion;
  - iv. to adequately supervise its employees and associates, ensure said individuals are aware of all relevant clauses of the Agreement and indemnify CDARC against the actions of said individuals;
  - v. not to smoke or permit the Trader's employees and associates to smoke within the Venue;
  - vi. to comply promptly and fully with all reasonable instructions and directions as to the use of the Venue given by CDARC or Wood Green staff for the good conduct and management of the Venue and the adjoining or neighbouring premises and in particular to comply with the reasonable directions of the attendants at the car parks;
  - vii. to obtain any licence necessary to permit the Trader to use the Venue for the purpose or purposes set out in the Agreement, and to indemnify CDARC and Wood Green Animal Shelter against the consequences of any contravention by the Trader of the terms of such licence; provided however that if CDARC shall obtain any licence (or extension thereof) to permit such use by the Trader, the Trader shall promptly upon request pay CDARC, in addition to the Fees and Charges, the additional cost thereof including the cost of making the application for the licence or extension;
  - viii. not to hold any performance or exhibit any video or audio recordings without having first obtained all requisite permits and consents. The Trader shall indemnify CDARC against any liability arising out of or in connection with any such performance or exhibition when so ever arising including but not limited to any charges levied upon CDARC directly or indirectly by the Performing Rights Society Ltd ("PRS") or by Performance and Production Licensing ("PPL"). The Trader further agrees, upon request, to promptly provide CDARC with all relevant information needed to calculate any such charges payable to the PRS or PPL;
  - ix. not to erect or operate amusement rides, bouncy castles or similar entertainment systems without first having obtained written approval from CDARC at least 30 days before the Event, being in possession of all relevant certificates and able to demonstrate that staff have sufficient skill and training to operate said systems;
  - x. to keep the Venue and every part thereof clean and tidy and clear of rubbish and free from any offensive or noisome matter or thing whatever and to leave the Venue at the end of the Event in exactly the same state as it was in at the commencement of the Event;
  - xi. not to display any material or goods that may be offensive or disturbing to others including young children;
  - xii. not to sell dangerous items such as knives, firearms, nail guns etc. as required by the Criminal Justice Act 1988 (as amended by the Offensive Weapons Act 1996 and the Violent Crime Reduction Act 2006) and the Knives Act 1997;
  - xiii. not to sell alcohol or tobacco products;
  - xiv. to provide clear signage denoting any age restriction for goods and not to sell goods with an age limit to under-age persons including but not limited to videos, DVDs and computer games;
  - xv. not to offer for sale any goods which it is reasonable for the Trader to know or suspect are counterfeited including but not limited to videos, DVDs and computer games;
  - xvi. at the end of the Event to remove all goods and items taken into the Venue by the Trader or by any other person on behalf of or with the permission of the Trader. The Trader shall, furthermore, promptly on request pay for any damage caused by the Trader during the Event;
  - xvii. not to cause or permit to be done any act or thing on or about or near the Venue which may be or become a nuisance or inconvenience or cause damage to the property of or annoyance to Wood Green or their employees or agents or other persons or which may infringe any statutory rule order or regulation for the time being in force and in particular the Veterinary Surgeons Act 1966;
  - xviii. not to fix anything to the Venue;
  - xix. to keep car parking spaces clear over-night;
  - xx. not to bring hazardous substances to the Venue;
  - xxi. not to do anything which would interfere with the Venue's power, water or other service supplies.
- 4.8 The Environment Protection Act 1990 has introduced a duty of care for waste management which applies to everyone who produces waste. The Trader shall comply fully with this Act.
- 4.9 If any property of the Trader is left at the Event, CDARC may dispose of the same or charge the Trader a holding fee until it is collected.
- 4.10 CDARC or Wood Green staff may request the removal of any of the Trader's members of staff not complying with Clauses in this Agreement including but not limited to breaches of health and safety legislation or common law. In such event the Trader may lose the right to continue to exhibit and shall forfeit all fees and rights without remedy.

## 5. Electrical Power

- 5.1 Traders can request power for their stand on the booking form. Power will be restricted to one UK mains 13A socket per Trader. Traders are expected to use trailing extension cables for power distribution.
- 5.2 All electrical items plugged into the provided socket must be PAT tested (including extension cables). CDARC and Wood Green staff will disconnect items that are not PAT tested.
- 5.3 In the event of a power failure, the Event will continue if it is safe to do so. There will be no refunds due to a power outage.

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## 6. Fees and Charges

- 6.1 The Trader agrees to pay to CDARC the Fees stated on the booking form. Any additional facilities requested by and supplied to the Trader will be charged for at a pre-agreed rate on a case by case basis.
- 6.2 This Fee shall be payable as follows:-
- i. By cheque prior to two weeks before the Event;
  - ii. By cash thereafter.
- 6.3 Any extra Charges incurred on the day of the Event e.g. a request for extra tables shall be payable in cash.
- 6.4 All monies from Traders shall only be handled by the following individuals:-
- Mark Wooldridge ( CDARC Rally Booking Co-ordinator ) rally
  - Mike Adlesee (CDARC Treasurer) [treasurer@cdarc.co.uk](mailto:treasurer@cdarc.co.uk)
- 6.5 Any person not issued with a Trader Badge shall be required to pay the Entry Fee as a member of the general public. Traders who aid and abet persons to avoid Entry Fees will be removed and shall forfeit all fees and rights without remedy.
- 6.6 The supply of electrical power is included in the above Fees. Traders must book a power socket in advance.

## 7. Advertising

- 7.1 The Trader shall ensure that all advertising materials connected with the Event, whether written, online, or broadcast, comply with all relevant advertising standards and shall indemnify CDARC against any and all breach(es) of said legislation.
- 7.2 In order to comply with section 225 of the Town and Country Planning Act 1990 and the Town and Country (Control of Advertising) Regulation 1992, the Trader shall not use "Fly Posting" as an advertising medium at the Venue.
- 7.3 The Trader shall allow CDARC to include Trader's name, logos, photographs and contact details in connection with the Event for advertising and promotional purposes. This provision shall survive termination of the Agreement.
- 7.4 The Trader will permit CDARC or any persons authorised by CDARC to take photographs of the Event including but not limited to Trader's stands for purposes of marketing, promotion and public relations. The Trader agrees to allow CDARC to publish photographs of the Event for promotional or other purposes on CDARC's website or elsewhere. The Trader further agrees that nothing in this Agreement shall grant any right in such photographic works to the Trader. These provisions shall survive termination of the Agreement.

## 8. Termination of the Agreement

- 8.1 If the Trader should fail to observe and perform the Trader's obligations in the Agreement, or if the Trader goes into liquidation or if a receiver is appointed over or an encumbrance takes possession of any part of its assets, or the Trader makes composition with its creditors, is declared bankrupt or becomes unable to pay its debts as the full due, CDARC may by notice in writing served upon the Trader (or upon persons manning the Trader's stand) forthwith terminate the Agreement and if such termination shall occur during the Event the Trader shall thereupon forthwith vacate the Venue and remove from there all things belonging to the Trader leaving the Venue in the state and condition mentioned in clause 3(viii) and (ix) hereof.
- 8.2 The Trader may cancel the Agreement up to 30 days before the Event at no charge. Thereafter the Trader will not be entitled to a refund. CDARC may, at its absolute discretion, return all or part of the fee should it be possible to resell the same table spaces to another Trader.
- 8.3 If, after booking and paying the fee, a Trader can no longer attend the Event, the Trader may nominate a substitute Trader at no cost to himself. The new Trader must take the same number or more tables and complete a new booking form. The substitution request must be notified to the Rally Organiser prior to one week before the Event. In such a case, the original Trader will have his Agreement terminated and booking fee returned and the substitute Trader shall pay CDARC the new booking fee.
- 8.4 In any event this Agreement terminates at 23:59pm on the day of the Event.
- 8.5 The effect of termination shall be such that all clauses of the Agreement shall cease to be in effect except for those clauses that specifically state that they survive termination.

## 9. Cancellation of the Event

- 9.1 If the Event is cancelled prior to the day of the Event or at any stage during the Event, CDARC will make a public announcement to this effect on its website and the public address system if the Event has started. CDARC will refund as much of the Fees as possible from the monies returned by Wood Green after deducting operating expenses.

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## 10. Indemnity

10.1 The Trader shall indemnify CDARC and Wood Green Animal Shelter, their officers, employees, contractors, members and agents from and against all losses, claims, actions, expenses, damages penalties or proceedings or any other liability arising out of or in any way connected with the Event or any breach by the Trader of any of the undertakings contained in this Agreement including but not limited to loss or damage to any property of any person, any loss or damage to clothing or other property or any claims arising out of the use of the Venue, death or injury to any person howsoever or whomsoever caused (save if caused by negligence by CDARC or Wood Green Animal Shelter) which shall occur while such person is at the Venue or in respect of any loss or damage suffered or sustained by any person in consequence or such death or injury. This Clause shall survive termination of the Agreement.

## 11. Liability

11.1 CDARC and Wood Green Animal Shelter shall not be liable to the Trader in respect of any loss or damage suffered by the Trader at the Event as a result of breakdown of any equipment, any failure in the supply of electricity to the Venue, penetration by water, fire or explosion, Act of God, a government restriction, any intervention by central or local Government or any other regulatory organisation or body or any other reason beyond CDARC or Wood Green Animal Shelter's control, which may cause the Venue to be unavailable for use for the Event or the use of the Venue by the Trader to be interrupted, curtailed or cancelled. This Clause shall survive termination of the Agreement.

11.2 To the extent permitted by law, CDARC's entire liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising out of or in connection with the Agreement is limited to the total Fees paid to CDARC under the Agreement. This Clause shall survive termination of the Agreement.

## 12. Emergencies, Health and Safety

12.1 The Trader shall ensure that all its employees and associates are briefed on the Venue's emergency and evacuation procedures in the event of a medical emergency, fire, bomb threat, structural collapse and other events requiring emergency services. The Trader shall ensure that all its employees and associates know where the Venue's emergency exits and cordon points are.

12.2 The Trader shall not block doors, gates, stairs, ramps, walkways and other means of escape or allow them to be blocked by their products, stand parts, tables or staff.

12.3 The Trader shall not lock doors or gates or otherwise tamper with or disable emergency facilities.

12.4 During an emergency it is likely that the amateur radio VHF and UHF bands will be used to coordinate activities. The Trader shall keep these bands clear of all communication except for that directly related to the emergency situation.

12.5 The Trader shall not remove, disable or tamper with fire extinguishers, blankets, sprinklers, emergency lighting or other fire safety equipment.

12.6 Any materials used by a Trader during the Event must be of a flame retardant nature and/or carry a fire certificate. Material that may be deemed combustible, must be approved by CDARC before the Event. Samples must be supplied with technical data not later than 30 days before the Event.

12.7 All curtains and drapes should conform with B55867: Part 2.

12.8 Fireworks or pyrotechnics of any kind are prohibited at the Venue.

12.9 The Trader has a legal responsibility to comply with Health and Safety legislation including without limitation: Health and Safety at Work Act 1974, Management of Health and Safety at Work Regulations 1999, Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, Workplace Health, Safety And Welfare Regulations 1992, Construction (Design and Management ) Regulations 1994, Disaster and Emergency Management Systems, Fire Safety Order 2006, Dangerous and Explosives Regulations 2002, The Health and Safety (First Aid ) Regulations 1981, Control of Substances Hazardous to Health Regulations 2002, The Provision and Use of Work Equipment Regulations 1998, The Manual Handling Operations Regulations 1992, Control of Noise at Work Regulations 2005, The Personal Protective Equipment at Work Regulations 1992, The Control of Vibration at Work Regulations 2005, The Working at Height Regulations 2006.

12.10 The Trader shall be responsible for the safe use of vehicles within and around the Venue including but not limited to cars, vans, fork lift trucks, cranes and other construction vehicles, especially during setup and teardown of stands. The Trader shall ensure the vehicles are of safe condition and drivers and operators of the vehicles are suitably licensed and trained in the use of such vehicles and follow instructions from CDARC stewards. No vehicles are allowed in the Venue during the time the Event is open to the general public.

12.11 The Trader shall report any injury, disease or dangerous occurrence to CDARC in accordance with RIDDOR Regulations 1995.

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## 13. General

- 13.1 The terms of the Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.
- 13.2 The terms of the Agreement and of any specification provided under the Agreement may only be varied in writing by authorised representatives of both parties.
- 13.3 The relationship between the two parties hereunder shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind to take any action which shall be binding on the other, without the prior written authorisation of the other party to do so.
- 13.4 The interpretation, construction, effect and enforceability of the Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 13.5 The forbearance or failure of CDARC to enforce any of its rights or remedies to which it is entitled under the Agreement shall not be construed as a waiver of those rights or remedies and shall not restrict or prevent CDARC enforcing or exercising those rights or remedies in any other instance at any time whether during or after the termination of the Agreement.
- 13.6 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the parties shall immediately commence good faith negotiations to remedy such invalidity.
- 13.7 Upon termination of this Agreement, the Trader shall return to CDARC any and all property belonging to CDARC.
- 13.8 The Trader shall observe the provisions of the Data Protection Act 1998, and shall indemnify CDARC for any breach thereof.
- 13.9 CDARC shall be entitled to charge the Trader for any loss resulting from the Trader's breach(es) of the Agreement.
- 13.10 In all respects, nothing in this Agreement should be construed as conferring rights on any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise and no third party shall be entitled to enforce any provision of this Agreement.

[END OF AGREEMENT]