

THE YORKSHIRE FLEA

Skipton Auction Mart, Skipton, BD23 1UD.

BOOKING FORM 2019

Supporting the Mart Theatre

February 24th

Chq dated 08/02/19

May 12th

Chq dated 26/04/19

March 31st

Chq dated 15/03/19

July 14th

Chq dated 28/06/19

Prices shown are for prebooked and prepaid on or before due payment date

Single pen £55

Double pen £100

Tables prebooked £8.50

Tables on the day (if available) £10

Total amount enclosed £

Please note chairs are not supplied

Name (for invoice) _____

Address _____

Post Code _____ Tel _____ Mob _____

Email _____

Goods you will be selling _____

Please note that new goods are not permitted at this event

Cheques payable to The Yorkshire Flea Limited, phone with a card payment or make a Bacs payment

I ENCLOSE A CHEQUE PLEASE INVOICE ME I WILL PAY BY CARD OR PAY BY BACS

I have read the booking terms and conditions overleaf and will abide by them (please tick)

Unloading 6.30am until 9am. Public opening 9am -4pm

Please return this form to The Yorkshire Flea Ltd. 89 Kirkgate, Shipley, West Yorkshire, BD18 3LR.

Organised by The Bowman Family

All bookings will be deemed to have been made in accordance with the conditions set out below:-

1. Definitions

- 1.1 In these Conditions, the following words or expressions have the following meanings:
"Booking" means the legally binding contract entered into by the Organiser and Exhibitor pursuant to clause 2 below.
"Booking Form" means the form located on the reverse.
"Conditions" means these conditions of booking.
"Exhibitor" means the party named on the booking form to whom a Stand is to be allocated.
"Fair" means the fair or event referred to on the booking form.
"Exhibitors Pack" means the confirmation of booking, exhibitors' badges, vehicle pass & unloading instructions, leaflets
"Organiser" means The Yorkshire Flea Ltd.
"Remittance" means all and any sums payable to the Organiser by the Exhibitor in respect of the Fair.
"Stand" means the stand, space or pitch allocated to the Exhibitor at the Venue.
"Stock Detail Form" means the form located at page 2 of this document.
"the Venue" means the land and/or premises at which the Fair is to take place.
"General information" is supplied with the booking form.
"Outline plan" is a schematic plan detailing stand number and position. It is supplied with the booking form

- 1.2 The headings to the clauses of these Conditions are for convenience only and shall not affect the meaning or construction of anything contained in these Conditions. **2.**

Bookings

- 2.1 No bookings (including any verbal Booking) will be valid unless confirmed by the submission of a completed Booking Form and Stock Detail Form.
2.2 The Remittance must in any event be received by the Organiser no later than 10 days before each event.
2.3 **The Organiser will make a surcharge of at least 5% of the value of the remittance for late payment of the and/or re-allocate any bookings to a waiting list at any time.**
2.4 All bookings are made on a first come first served basis.
2.5 Bookings are not transferable, and constitute only a license to use the Stand and not a tenancy.
2.6 Any change of address/telephone number, banking details or Stand details (ie change of size or position made at the Exhibitor's request) of the Exhibitor must immediately be notified to the Organiser in writing.
2.7 An "additional" fee of £20 will be charged in the event of cheques not cleared by the "Exhibitor's" bank. **3.**

Cancellations

- 3.1 All requests for cancellation by the Exhibitor must be submitted in writing to the Organiser.
3.2 If a written request for cancellation is received by the Organiser:
3.2.1 Not less than 14 days prior to the Fair, cheques will be destroyed.
3.2.2 Less than 14 days prior to the Fair, a cancellation charge equal to the full Remittance will be made and no refund will be paid to the Exhibitor.
3.3 For the avoidance of doubt, if any of the circumstances set out in clauses 3.2.1 and 3.2.2 above the Remittance has not yet been received by the Organiser, then the applicable cancellation charge will in any event be payable immediately in full by the Exhibitor to the Organiser.

4. Stock

- 4.1 It is a material term of these Conditions that:
4.1.1 full and accurate details of items to be displayed at the Fair are given on the stock detail form.
4.1.2 The Organiser reserves the right to vet any Stand and ask Exhibitors to remove any offending items.
4.1.3 Exhibitors are asked to label and describe all stock accurately and in accordance with all relevant trade and consumer legislation, including without limitation the Trade Descriptions Act 1968 and the Consumer Protection Act 1987. Any disputes with buyers must be settled direct by the Exhibitor, and the Organiser accepts no liability whatsoever in this regard.
4.1.4 all stands must be well presented and all stock kept within the space allocated and marked out. Exhibitors must co-operate with all staff at the Fair in all respects, and table coverings must reach floor level.

- 4.2 **FIRE SAFETY: All items offered for sale must comply with Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993). (Copies of regulations available from The Stationery Office Publications Centre).**

5. Unloading/Access to the Fair

- 5.1 Terms and conditions in respect of unloading and access to the Fair are as set out in a separate schedule attached to your invoice/confirmation. These additional terms and conditions shall be treated in all respects as constituting part of these Terms and Conditions.
5.2 The Exhibitor shall be responsible for the complete removal from the Venue of all items of stock, displays or any other items together with all waste and rubbish in accordance with the requirements of the Organiser, and in the event of the non-compliance of the Exhibitor with such requirements the Organiser shall be entitled but not obliged to remove and dispose of any such items without liability to the Exhibitor who shall be liable for and indemnify the Organiser against all costs and expenses thereby suffered or incurred.

6. Conduct

- 6.1 Exhibitors must at all times conduct themselves in a manner which in the view of the Organiser shall not cause offence or disturbance to the Organiser, other Exhibitors or any other party and shall not create any disturbance, loud noise or obstruction or behave in a manner with the Organiser at its sole discretion deems to be unnecessary or unacceptable.
6.2 Any person who does not comply with the above requirements or with any other provision of these Conditions shall be liable at the discretion of the Organiser to be removed from the Venue and refused re-admission during the period of the Fair.
6.3 The Organiser reserves the right at any time to refuse to admit or to expel from the Venue any person at any time without any obligation to refund any Remittance paid by that person, and further in such circumstances and at the Organiser's discretion to re-allocate use of the Stand to any other party.
6.4 In the event that the Exhibitor is in breach of any of the terms of these Conditions the Organiser may at its sole discretion and without prejudice to its rights under these Conditions terminate any agreement between the Organiser and the Exhibitor governed by these Conditions and/or all sums payable by the Exhibitor to the Organiser under these conditions shall immediately become payable to the Organiser and shall be recoverable from the Exhibitor as a debt.

7. Stands

- 7.1 Terms and conditions in respect of the Stands are set out on the General Information Sheet. These additional terms and conditions shall be treated in all respects as constituting part of these Conditions.

8. Risk and Insurance

- 8.1 The Exhibitor attends the Fair solely at their own risk.
8.2 The Exhibitor shall be solely responsible for taking out any appropriate policy or policies in respect of any loss which may be suffered by it with regard to these Conditions, the Fair, the Venue or otherwise arising.

9. Exclusion of Organiser's Liability

- 9.1 Save in relation to death or personal injury caused by the negligence of the Organiser, the Organiser accepts no liability whatsoever and howsoever arising for any loss or damage to the Venue, The Exhibitor's property, the Stand or any third party property.
9.2 These Conditions shall remain in full force and effect and the Organiser shall be under no liability whatsoever to the Exhibitor nor be required to refund the Remittance as a result of the Fair being postponed, cancelled, abandoned, suspended or otherwise adversely affected by any cause outwith the control of the Organiser including (without limitation) any act of God, war, flood, drought, fire, emergency, trade dispute or strike, terrorist act or threat, accident, lock out, non-availability of the Venue, civil disturbance or otherwise.

10. Indemnity

- 10.1 The Exhibitor shall fully and sufficiently indemnify and keep indemnified the Organiser from and against all actions, proceedings, costs, expenses, charges or claim whatsoever arising out of the acts, default or negligence of the Exhibitor or any other person or party acting under the Exhibitor's direction.

11. Disputes and Grievances

- 11.1 Any grievance or dispute should be brought to the attention of the Organiser immediately. Any such matter not resolved at the Fair should be notified in writing to the Organiser forthwith.
11.2 The Organiser will at its sole discretion investigate and deal as appropriate with any dispute or grievance and its decision in this regard shall be final.

12. General

- 12.1 The construction, validity and performance of these Conditions shall be governed in all respects by English law. The parties submit to the exclusive jurisdiction of the English Courts.
12.2 No failure or delay by the Organiser in exercising any right, power or privilege under these Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or of any other right, power or privilege.
12.3 No statement, representation or warranty (whether express or implied) given or made by or on behalf of the Organiser shall form part of these Conditions unless already contained in these Conditions or agreed in writing. Any other terms and conditions sought to be imposed by the Exhibitor are hereby expressly excluded.
12.4 The provisions of the **Contracts (Right of Third Parties) Act 1999** are hereby expressly excluded to the fullest extent permitted by law.