



SHUTTLEWORTH AIR SHOWS & EVENTS 2023 TRADER TERMS & CONDITIONS

General

- The event organisers are unable to provide water or electrical supplies to any trade space.
- Applicants may express a preference for location of a trade space. However, Shuttleworth reserves the right to allocate trade spaces based on the type of product being displayed, and make no guarantee that preferred trade spaces will be available.
- Previous participation in Shuttleworth events does not bestow any rights to participate in subsequent Shuttleworth events.
- Applications for trade space must be submitted using the online application form and be accompanied by the required supporting documentation to the event organisers. The event organisers reserve the right to refuse in whole or in part any applications. Acceptance or rejection, in whole or in part, together with the allocated trade space will be notified in writing by the event organisers.
- The event organisers reserve the right to change the location of any trade space as previously allocated.
- Sub-letting and/or sub-contracting trade space is strictly prohibited, unless agreed in writing by the event organisers in advance.
- For outside trade space, space boundaries / pitch numbers will be clearly marked on the ground by the event organisers. Your trade space is to be contained within your defined area. Trade spaces should not be fenced in any way. We do not provide areas between trade spaces therefore traders must ensure their trade space includes enough space to accommodate your full stand – i.e. gazebos, marquees, trailers, support equipment and guy ropes etc.
- In the interests of health & safety, all marquees and gazebos must be secure & staked to the ground.
- Payment of trade space is required in full once you have confirmation that your application has been accepted. A booking is not guaranteed until payment is received.
- Traders should provide all flooring they consider necessary for outdoor trade space.
- Event organisers must be permitted access to trade space at all times for inspection purposes.

Sales Regulations

- Shuttleworth expect trade stands to be of a high standard. If the event organisers deem a trade space to be of poor quality, we reserve the right to demand the removal of the trade space. Traders must only sell the products declared on their application form.
- The use of microphones and amplification to assist sales is strictly prohibited.
- Roving sales or similar trading away from trade space is forbidden. Traders shall not canvas for business in the spectators area.
- The sale of the following items is prohibited:
 - (a) Guns, toy guns or other weapons that fire any sort of projectile (i.e. BB guns, airguns, catapults)
 - (b) Knives, pocket knives or blades
 - (c) Livestock
 - (d) Foodstuffs or refreshments without written permission from the event organisers
 - (e) Balloons – neither shall balloons be used as part of a stand or display
 - (f) Kites
 - (g) Lottery, raffle or gaming tickets
 - (h) Any type of Shuttleworth branded item without the written permission of the event organisers

Liabilities

- Save for death or personal injury caused by negligence of Shuttleworth Trust, its servants or agents, Shuttleworth Trust will not be responsible for death, injury, disease, damage or loss to any trader or his or her servants or agents to any exhibit, vehicle, equipment, plant, machinery, articles or things of whatever nature brought onto the site by the trader or involved in any said event, competition or display.
- The trader shall indemnify Shuttleworth Trust against all claims, losses, damages and expenses whatsoever in any way arising out of the presence of or taking part of the trader or his or her servants, agents, exhibits, plant vehicle,

Shuttleworth, Old Warden Park, Bedfordshire, SG18 9EP

www.shuttleworth.org

Richard Shuttleworth Trustees (registered with the Charity Commission No. 1012224) as sole Trustee of The Richard Ormonde Shuttleworth Remembrance Trust (registered with the Charity Commission No. 307534) and its subsidiary Old Warden Limited



equipment, machinery, articles or other things, of whatsoever nature on site and shall assume full responsibility therefore.

- Shuttleworth Trust will not under any circumstances accept liability for any loss or damage (whether indirect or direct) arising from or caused by the abandonment or cancellation, whether total or partial, or the postponement of any show, display, event, meeting or other happening on site or elsewhere for whatever reason.
- It is the responsibility of the applicant to insure all property and personnel whilst on site at the show. The event organisers will not accept liability for loss of or damage to any property and applicants are advised to insure against such loss or damage, including the risk from fire.
- Shuttleworth Trust requires applicants to have Public Liability for at least £5 million and a copy of the policy certificate is to be included with the application form and, where required by statute, Employers' Liability insurance.
- Applicants will be held responsible for loss of, damage or injury to property and persons (including other trade stands and traders), caused by themselves.
- The event organisers do not accept liability for applicants, their employees, servants or agents in respect of any direct or indirect damage, loss or injury to persons or property arising out of or in any way connection with the trade spaces.
- If the event is postponed or cancelled, in whole or part, any refund shall be at the sole discretion of the event organisers, and if made will be paid net of the event organiser's costs and administrative charges. Under no circumstances will applicants have any claim against the event organisers in the event of cancellation or postponement of the show. Applicants are strongly advised to take out appropriate insurance cover against this risk.
- In the event of an applicant's withdrawal from the show after notification by the event organisers of the allocation of trade space, all payments made in respect thereto shall be forfeited unless the trade space can be resold. Notice of withdrawal must be made in writing to the event organisers who will endeavour to re-allocate the trade space. Such re-allocation does not necessarily entitle the applicant to refund of all payments made, or release from any sums for which he has become liable. The event organisers shall not be responsible for any direct, indirect or consequential loss, howsoever arising, loss bargain or loss of opportunity arising from such cancellation, postponement or variation.
- Shuttleworth Trust are obliged to provide a safe operational environment and therefore we require applicants to either complete the enclosed risk assessment form or alternatively provide their own.

Event Management

- The access gate on Hill Lane will be open approx. 2 hours before the gates open to the public. Public access varies from show to show so please refer to specific instructions sent to you.
- Entry onto the site will be permitted with a valid vehicle pass on display. Vehicle passes will be despatched to traders by the event organisers on settlement of trade space fees. Additional vehicle passes can be requested but are at the sole discretion of Shuttleworth - please contact the Air Show Manager for more information.
- Traders must report to the Air Show Team on arrival to book in before being escorted to their allocated trade space. Failure to comply may result in eviction from the site.
- Traders may only proceed to their allocated trade space when advised by the Air Show Team.
- The site speed limit is 5 mph. Vehicles must give way to aircraft at all times.
- All traders must be set up and ready to trade when the gates open to the public (times vary for each event).
- All traders must be suitably dressed at all times while on site in a professional and appropriate manner.
- After unloading and setting up trade stands, traders must either park close behind their trade stand (where permitted for outside space) or relocate their vehicle to the designated trader parking area as directed by the event organisers. Traders must not move their vehicles during the show. Only vehicles forming an integral part of set up are permitted on the site. All other vehicles are to enter as per the general public.
- Trade stands must not be left unoccupied at any times throughout the duration of the show.
- No traders may cease operation before close of the official display unless directed otherwise by the event staff. Traders are politely reminded at close of event to be respectful to visitors who may be departing site in their vehicles.
- Traders are required to keep their trade spaces and adjacent walkways tidy at all times. All rubbish must be removed on departure and disposed of at the traders cost. Traders leaving rubbish on site may be charged to recover the costs of collection and disposal.
- Traders wishing to use flag poles or structures in excess of 4 metres in height must obtain the written approval from event organisers. This should be made clear on the application form.

Shuttleworth, Old Warden Park, Bedfordshire, SG18 9EP

www.shuttleworth.org

Richard Shuttleworth Trustees (registered with the Charity Commission No. 1012224) as sole Trustee of The Richard Ormonde Shuttleworth Remembrance Trust (registered with the Charity Commission No. 307534) and its subsidiary Old Warden Limited



- No audio equipment may be used or radio transmitters of any kind so as not to interfere with radio frequencies being used for display aircraft.
- Traders are reminded to conduct their undertaking in such a way to ensure that all persons who may be affected are not exposed to risks to their health and safety, therefore taking all reasonable care for the health and safety of yourself and of other persons who may be affected by your activities.
- Traders must report any problems or potential hazards that they observe or that they are made aware of to the Airshow Manager or airshow staff.
- All event participation is subject to weather conditions and serviceability of aircraft.

Photography & Filming

- Traders acknowledge they may be photographed or filmed at the event. Traders agree to the use of video, picture images or recordings including sound taken by or on behalf of the organisers for any and all purposes determined by the organisers, including for commercial purposes, in any and all media without further authorisation, notification or payment.
- Traders shall not without the event organisers' prior written consent sell, license, or otherwise exploit, or attempt to exploit, any material whether written or in the form of digital or photographic film, sound, video or other recording or computer software obtained or made at Shuttleworth Airshows.

Force Majeure

- The organiser will not be liable if the event is cancelled, curtailed or altered in any way due to any occurrence outside the organiser's control, i.e. Events of Force Majeure. Force Majeure means all events which are beyond the control of the parties, and which are unforeseen, or if foreseen, unavoidable. Such events of Force Majeure shall include, by way of example, but not limitation, the following:
 - (a) Fire, explosion, frost, earthquake, storm, lightning, or other acts of God;
 - (b) War, revolution, acts of public enemies or of belligerence, sabotage, blockade or transportation embargoes, insurrection or riot;
 - (c) Acts of government or agencies of government, including denials, legislative enactment or amendment to Covid-19 or other onerous restrictions;
 - (d) Other causes or events, similar to those above, beyond the organiser's control.