



Terms & Conditions

Terms and Conditions ("the Regulations")

Definitions

Event: Equus Live to be held on Saturday 2nd and Sunday 3rd November 2013 at Punchestown Racecourse, Co. Kildare

Organiser: Amjo Consultancy Ltd

Exhibitor: Any person, body, company and their employees and agents who enters into an agreement with the Organiser to exhibit and/or take part in the Event.

Stand: ground space within the Site allocated to the Exhibitor by the Organiser for the purpose of taking part in the Event.

Site: any area in Punchestown Event Centre, Co. Kildare

Site Owners: Punchestown Racecourse and Event Centre

Venue: Exhibition Centre in Punchestown Racecourse, Co. Kildare

Fee: means the fee or fees payable by the Exhibitor and stipulated in the Stand Application Form as being the appropriate fee for the choice of Stand chosen by the Exhibitor.

Application

10. **Application Form:** Applications for a stand must be made by completing the official application form.

2. **Payment:** On acceptance The Exhibitor shall pay the Organiser the appropriate Fee together with VAT at the current Irish VAT rate.

3. **Payment Terms:**

- a. Payment is required in full upon acceptance by the Organiser and completion of the Application form
- b. If the Exhibitor fails to pay the amount due to the Organiser by the due date or minimum two months prior to the event date the Organiser has the right to withdraw the offer of a Stand. All sums already paid will be forfeited and the balance of the Fee shall also become due and payable to the Organiser forthwith.

4. **Cancellation by the Exhibitor:** The Exhibitor will be refunded 50% of the fee if they cancel before 2nd August 2013. The Exhibitor will remain liable for the full amount of the fee payable as indicated on the application form if they cancel after 2nd August 2013. Refund payable will be made 30 days after the show ends.

5. **Postponement, Abandonment, Strikes:** The Organiser will not in any circumstances be liable for any loss sustained by any person consequent on a decision by the Organiser either to change the date, times of or postpone the Event for any reason it may decide in its sole discretion or by reason of a strike of Force Majeure. If the event is cancelled or abandoned before the conclusion a logical proportion of the Fee will be refunded (see below). However, there will be no refund in respect of any structures, options extra such as electricity connection, which is already on site and has been erected or installed on behalf of the exhibitor. Exhibitors are recommended to insure for losses incurred by cancellation or abandonment.

- a. Refund in the event of cancellation by the Organiser
 - i. Cancellation prior to start of 1st Day: 50% of stand cost
 - ii. Cancellation prior to start of day 2: 25% of stand cost

6. **Acceptance:** The organiser reserves the right to refuse to allocate a Stand without stating its reason for doing so.

7. **Removal of Articles/ Termination of Agreement:** The Organiser has the power to order any article out of the

premises, or to remove it, or to close the stand or terminate the agreement of any Exhibitor who does not confirm to the regulations of the Organiser. In such instances no refund will be given to Exhibitor. In such a case the Exhibitor will not have any further claim against the Organisers.

Exhibitor Information

8. **Dates and Opening Hours:** The Event will be open to the public on Saturday 2nd and Sunday 3rd November. Gates will open to the public at 10.30 to 6.00pm daily. Stands must be open and manned by at least one competent adult representative of the Exhibitor at all times during opening hours.

9. **Stand Set Up:** The venue will be open for receipt of exhibits from 9.00am to 5.00pm on Friday 31st October 2013. All exhibits must be brought in during this period only. Exhibitors, their stand contractors and their vehicles must only use the entrance and exits specified. No vehicles will be allowed in the Venue. Any exhibitors wishing to display larger items in the Venue must pre arrange delivery with the Organiser a least one month prior to the event date. There will be no lifting facilities on build up day.

10. **Delivery of Goods:** Goods for the Event must be clearly labelled for the Exhibitor (by name and company name) and delivered to the appropriate Stand (by number), carriage paid between 9.00am to 5.00pm on Friday 1st November 2013. No goods can be delivered prior to this date. Exhibitors must arrange for all goods and mail to be delivered only to the Exhibitor. Any goods or mail which cannot be given directly into the custody of the Exhibitor will be returned to the Carrier/Post Office.

11. **Stand Breakdown:** Exhibitors may break down stands from 6.00pm to 8.00pm on Sunday 3rd November. No stands are permitted to breakdown stands during public hours. Any stands needing access to the Venue on Monday 4th November must gain permission from Organisers to gain access to the site. Any stands or exhibits not removed by 5pm Monday 4th November, unless by prior agreement, may be dismantled and removed by the Organisers at the Exhibitor's expense.

12. **Risk and Responsibility:** the entire risk and responsibility as regards all exhibits, and all legal liability arising there from or caused there-by, must be wholly borne by the Exhibitor. The Organisers will not be responsible for any damage, breakage or loss arising from any source either in transit or during the event.

13. **Site Preparation:**

- a. Each Exhibitor must report on arrival to the Organiser to be shown the exact site allocated. All contractors must similarly report to the Organiser to ensure that all structures are correctly sited. If this procedure is not adopted the Organiser reserves the right to dismantle and remove any stand not complying with these regulations.
- b. The Organiser or its stewards and officials will not be deemed to act as agents between exhibitors and their contractors or enter into any discussion or dispute between them.
- c. The breaking of ground and the digging of holes may be permitted in open spaces outside any building within the site. Any request of this nature will be subject to the

- consent and requirements of Site Owners and the Organisers and must be submitted in writing to the Organiser no later than 2nd August 2013.
- d. The Exhibitor at the Exhibitor's expense if so permitted by the Site Owner will be liable for making good all ground so disturbed or damaged must do so to the full satisfaction of the Organisers and Site Owners.
 - e. The Exhibitor will be responsible for ensuring that no damage is caused to the shrubbery, trees, ground, fixed objects, furniture, fittings or fixtures located within the overall site. Any such damage shall be fully repaired by the Exhibitor at the Exhibitors expense. Failure to comply will incur a minimum charge of €300 or the actual cost involved if greater. Exhibitors must cooperate fully with all officials, staff and security.
- 14. Sumps and Waste:** Exhibitors who propose to use turf, bales, stone, logs or other material of a like nature which may require to be disposed of must contact the Organisers Office and arrange a system for disposal of such material or any waste arising in the interest of the public. Clearance of the Stand space and the reinstatement of disturbed ground is the sole responsibility of the Exhibitor. Failure to comply will incur a minimum charge of €300 or the actual cost involved if greater. Exhibitors wishing to exhibit water containers on the ground must apply to the Organiser for permission to do so. Water may only be disposed of in accordance with instructions given by the Organisers.
- 15. Electricity:** All electric wiring and installation work may only be carried by a nominated electrical contractor and at the Exhibitors sole expense. No private generators may be used anywhere on the site. Exhibitors will be solely responsible for ensuring that all electrical appliances and services to or on or supplying its Stand have been tested and certified as fit for safe use and all Exhibitors shall be responsible for making its supply point safe and inert before dismantling its Stand subject to the right of the Organiser to require the Exhibitors Contractor to switch off or disconnect any supply which appears to be unsafe or in need of attention.
- 16. Occupation of Space:** A stand must be occupied and ready for business from 10.00am each day of the Event failing which the Organiser may re-let the space and all monies paid by the Exhibitor to the Organiser will be forfeited. No exhibitor may occupy any space other than that allocated by the Organiser. All ropes, pegs, signboards, fascias and all other objects must be contained within the boundaries of the Stand and must not encroach on adjoining stands or open space.
- 17. Stand Ownership:** A Stand must be in the name of the company of the individual to whom it has been allotted. No Exhibitor may sub-let, divide, assign or share any Stand allotted with any other person without written permission.
- 18. Accidents and Fire:**
- a. It is a condition of entry that each Exhibitor shall hold the Organisers and Site Owners harmless and indemnify it against any legal proceedings arising from accident or fire caused by his machinery, exhibits or other property on the space allocated to the Exhibitor or brought into the venue.
 - b. No Exhibitor may light a fire, gas or oil appliances or stove, or boiler of any description for any purpose whatsoever, unless he has the authority of the Organiser to do so. Exhibitors using bottled gas, fuel oil, petrol, hay, straw and other flammable material must provide in all cases fire extinguishers designed to deal with the risk involved and have the approval of own insurers and the Organisers of arrangements. All material used in the decoration of stands must be non flammable. Fire safety officials will close down stands that do not comply, without exception.
- 19. Compliance with Statutory Regulations and Health and Safety**
- a. Exhibitors should ensure that the adequate health and safety precautions in accordance with any relevant Act of the Oireachtas for workers, employees and the public shall be in operation on their stand.
 - b. Exhibitors will be liable to fully indemnify the Organiser in respect of any breach of such legislation or any other statutory requirement.
 - c. Any stand likely to provide dangerous to the public must be securely protected to the satisfaction of the Exhibitors insurers, and be in the charge of a competent attendant.
 - d. Starting apparatus should either be disconnected or not be within the reach of the general public.
 - e. Explosives, radioactive materials, acids, or other substances of a dangerous, harmful or unwholesome nature may not be exhibited without the written authority of the Organisers.
 - f. Any consent given by the Organisers for the exhibition of any product or for the use of any machinery or apparatus within this regulation may be withdrawn at any time at the discretion of the Organisers without any reason stated. The Organisers reserves the right to exclude any exhibit from the Event. An Exhibitor shall ensure that all displays and stands comply in all respects with all statutory and planning requirements,
- 20. Insurance:** An Exhibitor shall effect adequate Third Party insurance in respect of death or personal injury or loss or damage to property or to employees, directors, agents, visitors or contractors who may be in or about the allocated site caused directly or indirectly by the Exhibitor of his servants, agents, contractors or licensee and such insurance shall also provide full indemnity for the Organiser and Site Owner against all claims made by any person against the Organiser or Site Owner in respect of any such loss sustained through damage to any property or injury to any person and shall lodge with the Application From a letter from a reputable Insurer confirming that such insurance is in place covering a period of at least one month before and three months after the date of the Event. Such Third Party Insurance shall provide public liability cover for not less than E6.3 million and employer's liability cover for not less than E10 million.
- 21. Indemnity and liability:** No liability shall attach to, and an Exhibitor shall indemnify, the Organiser and Site Owner in respect of any and all accidental or deliberate loss (including any consequential loss), damage, injury,, costs, expenses and compensation whatsoever or howsoever arising, caused to or suffered by any person or persons as result of the actions of an , Exhibitor or an Exhibitor's servants, agents or contractor or arising from Exhibitors machinery or exhibits or other property of the Exhibitor or from the breach by the Exhibitor of the terms and conditions of this agreement or by the negligence of an Exhibitor its servants, agents and contractors and the Exhibitor shall maintain such insurances as are specified in clause 20 so as to ensure compliance with this indemnity.
- 22. Security:** The Organiser will not be responsible for the security or safety of exhibits or of any personal effects, tools or trade or other items belonging to Exhibitors their staff, the general public or any contractor employed or permitted to be employed by the Exhibitor or any structures on their stand. The protection of such items, articles and goods will be the sole responsibility of the Exhibitor or the owner or possessor of any such items.
- 23. Tidiness:** Exhibitors will at all times keep their stands and the space in front of their Stands clean, tidy and un-obstructed and provide bins for disposal of waste and shall dispose of any such waste in an environmentally proper manner.
- 24. Vehicles:** Vehicles in use by Exhibitors shall be parked in such area or areas as are designated by the Organiser. A Car Pass and mobile telephone number must be clearly displayed in case the vehicle is required to be moved.

25. **Trading:** An exhibitor so permitted by the Organiser may sell goods or trade at the allocated Stand and where permitted shall observe all Acts of the Oireachtas and all Statutory Regulations other Regulations, Bye-Laws of the Local Authority or as required by the Revenue Commissioners or the Organiser or otherwise. Hand bills or leaflets may not be distributed other than at the Stand. Name boards and fascia signs must be in keeping with general standard, style and tenure required by the Organiser who has the right to require any Exhibitor to alter or remove any fascia board sign, advertising board or other sign as the Organiser may in its sole discretion decide. The Organisers take no responsibility for trading levels during the event. No sound systems may be used on stands unless authorised. Exclusivity will not be offered to any exhibitor. No counterfeit goods or copyright protected goods can be sold.
26. **Machinery:** Demonstrations involving moving machinery or other live mechanical or electrical demonstrations are not allowed, except with the express written permission of the Organisers. All mechanical and electrical equipment used during demonstrations must be accompanied by all relevant certification which must be produced for inspection on request.
27. **Auctions and Collections:** No auctions are permitted within the complex unless previously agreed by the Organisers. Appeals and raffles charitable or otherwise will not be permitted unless previously agreed by the Organisers.
28. **Leafletting:** Exhibitors are not allowed to distribute leaflets etc anywhere on Event premises, except on own stand. Exhibitors must not encroach upon the alleys and open spaces, or do anything which may cause disruption.
29. **Sale of Branded Souvenirs:** The distribution and/or sale of souvenirs bearing the name Equus Live or any mark or motif normally associated with Equus Live, which may give the impression that the product has the official approval of the Organisers, is prohibited.
30. **Official Programme:** The Organiser shall have the right to issue an official programme, but in that respect the Organiser shall be under no responsibility for any omissions, misquotations or other errors which may occur in any such programme.
31. **Furniture and AV Equipment:** The Organiser will provide preferred supplier details for hire of furniture and AV equipment however Exhibitors may use own supplier.
32. **Height of Stand:** Unless previously agreed with the Organisers stands and signs shall not exceed the shell scheme height.
33. **Regulations:** In the event of a breach by an Exhibitor of any of these Regulations, the Organiser will have a right to cancel the agreement between the Organiser and any such Exhibitor and to eject such Exhibitor its employees, contractors and goods from the site without incurring any liability to the Organiser in any way whatsoever in consequence of such action nor shall such ejection release the Exhibitor from any payment or other obligations for which such Exhibitor may still be liable. If the Exhibitor employs an agent or sub-contractor the Exhibitor will be and will remain responsible to ensure that the agent or sub-contractor complies with the terms and conditions of these regulations.
34. **Interpretation:** The organiser reserve to itself the sole and absolute right to interpret these regulations and to arbitrarily settle and determine all matters, questions or difference in regard to or otherwise arising out of or connected with or incidental to the various matters referred to in these Regulations and their application and in that respect the decision of the Organiser will be final in all respects.
35. **Customs:** Overseas Exhibitors and Irish Exhibitors importing goods should contact the Director of Customs and Excise for information concerning Customs and Excise Clearing regulations.
36. **Jurisdiction:** The agreement shall be deemed to have been made in the Republic of Ireland and shall be construed with the laws of the Republic of Ireland
37. **VAT Registration:** All non-resident traders booking for events in the Republic of Ireland must be VAT registered and resident traders will need either VAT number or PPS number. VAT info is passed on Revenue as per regulations. VAT registration forms and information regarding the details on VAT etc can be found on www.revenue.ie. It is a condition of the rules of Organisers that all Exhibitors fully cooperate with the VAT inspectors. Failure to comply with this rule could lead to the confiscation of goods and/or money.
38. **Amendment to Regulations:** The Organiser reserves the right to amend the Terms and Conditions at any time. Exhibitors are bound by these terms and conditions and accordingly are strongly advised to periodically refer to the website.