

SCOTTISH GAME FAIR

CELEBRATING CONSERVATION & THE COUNTRYSIDE

SCONE PALACE, 5TH - 7TH JULY 2019

ORGANISED BY THE GAME & WILDLIFE CONSERVATION TRUST SCOTLAND



The GWCT Scottish Game Fair

TRADE SPACE REGULATIONS

THE GWCT SCOTTISH GAME FAIR

TRADE SPACE REGULATIONS

I. Definitions, Committee Members and Contract Details.

In these regulations, the following terms shall have the following meanings:

“**GWCT**” means Game and Wildlife Conservation Trading Limited (company number 1503620, VAT registered number 323 7013 94 and having its registered office at Burgate Manor, Fordingbridge, Hampshire SP6 1EF), which carries out trading and advisory activities and some fundraising events for Game and Wildlife Conservation Trust (company number 5579632 and having its registered office at Burgate Manor, Fordingbridge, Hampshire SP6 1EF, registered as a charity in Scotland (under number SC038868) and in England and Wales (under number 1112023)). “**GWCT Scottish Game Fair**” and “**Game & Wildlife Conversation Trust Scottish Game Fair**” are trading names for GWCT.

“**Scottish Game Fair**” means the next Scottish Game Fair organised by GWCT as detailed at www.scottishfair.com.

The address of The Scottish Game Fair for the purposes of paragraph 2 below is:

Management Office
The GWCT Scottish Game Fair
Unit 95
Perth Airport
Scone
PH2 6PL

Tel 01738 554826 Email info@scottishfair.com

The committee members for GWCT Scottish Game Fair outlined below can be contacted using the contact details set out above or as otherwise provided at www.scottishfair.com:

Chairman:	HUGO STRAKER
Fair Manager:	EWEN WEST
Trade Space Manager:	EWEN WEST/KERRY STEWART
Food Hall Manager:	CHRISTOPHER TROTTER
Site Manager:	FRAZER MACDONALD
Fair Coordinator:	KERRY STEWART/KAREN WEST

APPLICATIONS

2. **Applications.** Applications for trade space must be made on-line at the following website www.scottishfair.com. After an on-line application has been completed, the applicant will receive a copy of its application by email and a printed copy of it, together with a cheque made payable to The Scottish Game Fair for the full amount payable by the applicant (as detailed in its application), must be returned to the Scottish Game Fair office (address in paragraph 1 above) by the closing date specified on the website. The applicant must state briefly in its application what it proposes to exhibit (e.g. Fishing Tackle, Shooting Sticks, Picnic Baskets, Waterproof Clothing) and must ensure that the information included in its application is complete, accurate and not misleading. The submission of an application by an applicant constitutes an offer by that applicant to purchase the trade space and any associated goods and services (in each case as set out in its application) on the basis of its application and these regulations and such terms and conditions shall apply to the exclusion of any other terms and conditions that the applicant may seek to impose or incorporate in any correspondence that it issues. Where an agent is employed by the applicant to submit its application, GWCT shall be entitled to assume that the agent has the requisite authority to enter into the contact on behalf of the applicant and that it has acted within the scope of its authority.
3. **Acceptance.** As soon as possible after 1st March the applicant will be informed if its application has been accepted, if it has been placed on the waiting list in case additional space becomes available or if its application has been rejected. GWCT is not bound to accept any offer or to give any reason for its decision. A contract between GWCT and the applicant for the relevant trade space and any associated goods and services shall only be created when GWCT advises the applicant in writing that its application has been accepted, at which point the applicant shall become a trade space holder for the purposes of the remaining provisions of these regulations.
4. **Location of trade space.** The positioning of trade space is at the absolute discretion of GWCT.
5. **Late Applications.** GWCT may consider late applications at its absolute discretion.
6. **Accounts.**
 - a. Applications, when accepted, must be supported with full payment for whatever is ordered within 10 days of receipt of acceptance for space.
 - b. Payment can be made by BACS, cheque or card. Payments received via BACS before confirmation of acceptance does not imply acceptance of the application.
 - c. Where an agent is employed by the applicant, exactly the same payment arrangements as above will apply.
 - d. Shared trade space will be charged at £160 + VAT in addition to the trade space cost.

PREPARATION FOR THE SCOTTISH GAME FAIR

7. **Site Preparation.**
 - a. The trade space holder must ensure that it, its exhibitors, its contractors, its employees, its agents and anyone else that it brings on to the Scottish Game Fair site (and any vehicles that such persons bring on site) must only use the River Gate to

enter and exit the site unless otherwise directed by the GWCT Scottish Game Fair staff.

- b. The trade space holder must report on arrival to security or to the GWCT Scottish Game Fair Site Manager by the River Gate.
- c. The trade space holder is permitted to employ its own contractors to supply and erect tents, marquees, canvas screening, flagpoles, tables, chairs and displays at its own expense. It is the responsibility of the trade space holder to ensure that its contractors are fully conversant with these regulations and the site layout and the trade space holder will be liable for any breach of these regulations by its contractors. Any such contractor must hold current Public Liability Insurance cover and whilst on site must comply with Health and Safety Legislation, as well as the updated Construction (Design & Management) Regulations, 2015 as they apply to events.
- d. GWCT cannot act as agents between trade space holders and their contractors or enter into any disputes between them.
- e. Any trade space holder involved in any form of construction e.g. pools, fencing, temporary buildings (huts etc.) and tree planting etc. must apply to the GWCT Scottish Game Fair Manager for prior written permission. Clearance and demolition after the Scottish Game Fair must be carried out in consultation with the GWCT Scottish Game Fair Site Manager and any costs incurred by or on behalf of GWCT in relation to the clearance and/or demolition of the trade space holder's trade space will be invoiced to (and shall be payable within 14 days of receipt of the invoice by) the trade space holder.
- f. GWCT reserves the right to (or to require the trade space holder to) dismantle and remove any property that has not been constructed or sited in accordance with these regulations (including without limitation where the property has not been constructed or sited on the trade space allocated to the trade space holder).

8. Occupation of Space.

- a. If the trade space holder wishes to arrive before midday on the Wednesday prior to the first day of the Scottish Game Fair, it must seek the prior written permission from the GWCT Scottish Game Fair Site Manager and should be aware that catering, toilets and shower facilities may not be available before Wednesday and electricity will not be available until Thursday afternoon
- b. The trade space holder must ensure that its trade space is occupied and ready for inspection by the GWCT Scottish Game Fair staff by 9.00 am on the first day of the Scottish Game Fair. In the event that the trade space holder's trade space is not occupied by 10.00 am on the first day of the Scottish Game Fair, GWCT reserves the right to terminate the contract with the trade space holder and to re-let the trade space that had been allocated to the trade space holder.
- c. The trade space holder may not occupy any space, nor undertake any promotional or other activity other than within the space allocated to it under the contract. Ropes, pegs, tow bars, signboards etc. must all be contained within the boundaries of the allocated trade space and must not overhang or obscure neighbouring trade space. Please note that traditional marquee guy ropes generally increase space required by 3m (10ft) frontage and 3m (10ft) depth.
- d. All trade space must be in the name of the company or individual to whom it has been allotted as applied for on the official application form. No trade space holder may sub-let, divide, assign or share any allotted space without the prior written approval of the GWCT Scottish Game Fair Trade Space Manager.

e. Trade space holders occupying shedding may request (on the official application form) to have their space next to another particular trade space holder and for the partition, if any, between the two spaces to be removed. Requests for such arrangements will not be considered unless applied for by both or all parties concerned. GWCT shall not be obliged to agree to any such request.

9. **Access to the Scottish Game Fair site for deliveries etc.** The Scottish Game Fair site will be open to trade space holders from midday on the Wednesday prior to the first day of the Scottish Game Fair. Trade space holders must ensure that any deliveries are only made once they have occupied their trade space and these must be clearly addressed to –

NAME OF COMPANY (the name you are trading under at the Scottish Game Fair)
ALLOCATED STAND NUMBER
THE SCOTTISH GAME FAIR SITE
SCONE PALACE PARKLANDS
PERTH PH2 6BD

Deliveries will **not** be accepted by Scone Palace Estates Office.

10. **Sumps and Waste.** Trade space holders and caterers requiring sumps for waste must request this in writing to the Scottish Game Fair enclosing a detailed drawing of their requirements. All work of this nature that GWCT agrees in writing to carry out, will be carried out by the GWCT Scottish Game Fair Site Manager's staff and the costs involved will be invoiced to (and shall be payable within 14 days of receipt of the invoice by) the trade space holder.

SECURITY PRECAUTIONS, HEALTH & SAFETY AND INSURANCE

11. **Hours of Opening.** The Scottish Game Fair is open to the public from 9.30 am to 6.00 pm each day of the Scottish Game Fair. Trade space must be manned by at least one adult between 9.00 am and 6.30pm and remain open for business on each of these days.

12. **Health and Safety, Risk Assessment and Fire Precautions.**

- a. It is the responsibility of all trade space holders to complete the appropriate parts of the Risk Assessment Forms that form part of the application process. All trade space holders dealing in or offering food stuffs must complete the Food Concessions Check List which also forms part of the application process. In accordance with paragraph 2 above, the trade space holder must ensure that all information included in the Risk Assessment Forms and, where appropriate, the Concessions Check List, is complete accurate and not misleading.
- b. It shall be the responsibility of the trade space holder to ensure that anything that is placed in and /or on the trade space (including any stand and/or exhibit) is soundly erected and at all times safe.
- c. Please note on arrival the location of the nearest fire point to your trade space. In the event of fire, trade space holders should raise the alarm by shouting 'FIRE' and endeavour to warn those in the immediate vicinity. The trade space holder should also dial 999 on the nearest telephone to report the fire and inform the GWCT Scottish Game Fair staff at the Information marquee. The occurrence of all fires must be reported to a member of the GWCT Scottish Game Fair staff.

- d. No gas cylinders or gas appliances may be stored or used in or on any trade space unless specifically authorised in writing by the GWCT Scottish Game Fair Manager. Where the supply is placed outside it should be protected and fenced against interference and the maximum capacity should not exceed 120kg with no more than 30kg in any one cylinder. Heating equipment should be fixed in position. The use of heaters with naked flames is not permitted.
- e. GWCT reserves the right to close any trade space which, in the opinion of the authorised inspector, is not adequately protected against fire or for any other reason constitutes an unreasonable fire or other hazard and to remove (or to require the trade space holder to remove) any property on the trade space.
- f. At no time may a vehicle be operated inside a covered trade space.

13. Security.

- a. **Property.** The trade space holder is responsible for (and is advised to make adequate arrangements for the security of) its goods from arrival on site until departure. All lost or found property should be reported immediately to the GWCT Scottish Game Fair staff at the Information marquee. Public announcements concerning personal matters, including lost persons and property, can be made over the public address system. Information for this purpose should be written clearly in block capitals and handed to a member of staff at the GWCT Scottish Game Fair Information marquee.
- b. **Hire of shedding, tents, other equipment.** Where the contract includes the hire of shedding, tents or other equipment from GWCT, the following conditions shall apply:
 - i. The period of hire starts one day before the Scottish Game Fair starts and ends the day after the Scottish Game Fair closes.
 - ii. The trade space holder shall, during the period of hire, be fully responsible for the safe custody of all hired shedding, tentage and/or other equipment.
 - iii. The cost of any damage incurred during the hire period will be met in full by the trade space holder. Such costs shall be invoiced to (and shall be payable within 14 days of receipt of the invoice by) the trade space holder.
 - iv. The trade space holder shall vacate the trade space as soon as possible after the Scottish Game Fair is closed.

Please note that where an order for the hire of goods is collected during the application process and is taken on behalf of a third party, the contract between GWCT and the trade space holder does not include the hire of these goods. The contract for such goods will be directly between the trade space holder and the third party and will be on such terms as may be agreed between the trade space holder and such third party. GWCT shall endeavour to pass on the details of the goods ordered to the relevant third party. However, the trade space holder shall be required to contact the third party to ensure that the order has been received and that the details of the order are correct and GWCT shall have no liability to the trade space holder in connection with any such order.

- 14. **Tidiness.** The trade space holder must ensure that its trade space (and the area in front of its trade space to a depth of 3m) is tidy at all times. Bins are provided by the GWCT Scottish Game Fair staff and are located at various points around the site. Only after the Scottish Game Fair closes should refuse be left outside the front of the trade space.

Cardboard boxes and packaging must be flattened and bundled for ease of handling. All other refuse should be bagged or disposed of in the bins provided.

15. Postponement, abandonment, cancellation and other changes.

- a. GWCT reserves the right to change the dates and /or opening hours of the Scottish Game Fair and to abandon or cancel the Scottish Game Fair for any reason by advising the trade space holder in writing. GWCT will endeavour not to exercise this right unreasonably. Circumstances which may lead GWCT to exercise this right include but are not limited to the occurrence of adverse weather conditions, Acts of God or other natural disasters, an epidemic or pandemic, a war, the threat of or preparation for war, a terrorist attack, civil commotion or a riot, a fire, an explosion, accidental damage, interruption or failure of a utility service, failure of machinery or computers, or a period of national mourning.
- b. GWCT reserves the right to terminate the contract with the trade space holder for any reason by advising the trade space holder in writing. Again, GWCT will endeavour not to exercise this right unreasonably. Circumstances which may lead GWCT to exercise this right include but are not limited to the following:
 - i. failure by the trade space holder to occupy its trade space by 10.00 am on the first day of the Scottish Game Fair as required by paragraph 8b.
 - ii. failure by the trade space holder to pay any amount due by the relevant due date.
 - iii. any other breach of these regulations by the trade space holder.
- c. The trade space holder shall have no claim of any kind against GWCT and GWCT shall have no liability to the trade space holder or to anyone else (whether in contract, delict, negligence, breach of statutory duty or howsoever otherwise):
 - i. in respect of any loss or damage resulting from:
 - i. a change to the dates and / or opening hours of the Scottish Game Fair;
 - ii. the abandonment or cancellation of the Scottish Game Fair; or
 - iii. the termination by GWCT of the contract with the trade space holder;or
 - ii. for any other reason,
subject always to paragraph f. below.
- d. Notwithstanding paragraph c. above, in the event of abandonment or cancellation of the Scottish Game Fair by GWCT due to any cause whatsoever the monies paid for such trade space will not be refunded if such abandonment or cancellation occurs within 30 days of the first day of the Scottish Game Fair.
- e. No refunds shall be given in the event that the dates and / or opening hours of the Scottish Game Fair are changed.
- f. Nothing in these regulations shall limit or exclude either party's liability in circumstances where liability cannot be limited or excluded under applicable law.
- g. Subject to paragraph f. above, GWCT shall have no liability (whether in contract, delict, negligence, breach of statutory duty or howsoever otherwise) for:
 - i. any indirect or consequential losses; or
 - ii. any loss of profits, contracts, revenue, business or opportunity; or
 - iii. any loss of goodwill or injury to reputation.
- h. Subject to paragraphs f. and g. above, the total liability of GWCT to the trade space holder (whether in contract, delict, negligence, breach of statutory duty or howsoever otherwise) shall be limited to and shall in no circumstances exceed the charges paid by the trade space holder under its contract with GWCT.

- i. In the event of cancellation by a trade space holder after the contract has been created in accordance with paragraph 3 above, the trade space holder remains liable for the full amount payable under the contract (subject to the remaining provisions of this paragraph 15 i). However, if cancellation is received by 1st May, GWCT will endeavour to reduce the amount for which the trade space holder is liable by re-letting the space. If GWCT manages to re-let the space, an administration charge of 10% of the total amount payable under the contract will be charged to the trade space holder and GWCT will refund the trade space holder for any additional amount paid in advance by the trade space holder. The parties acknowledge and agree that this cancellation fee represents a genuine pre-estimate of the loss likely to be suffered by GWCT in the event of cancellation. Any cancellation by the trade space holder shall not be effective unless made in writing.
- j. There will be a charge of £25.00 + VAT for any amendments made to an application by a trade space holder after the 1st June.

16. Liability of trade space holders. The Trade space holder is responsible for (and shall indemnify and keep indemnified GWCT in respect of) any injury to persons, any loss or theft of or damage to property and/or any third party claims in each case occasioned by any of its exhibits or stands or appliances or any act or omission by the trade space holder, its employees, agents or contractors, or anyone else that it brings onto the Scottish Game Fair site. The trade space holder shall be responsible for the safety of all exhibits and machinery capable of causing injury which must be safeguarded to the satisfaction of GWCT and in accordance with Perth & Kinross Council requirements.

17. Insurance. Please note that the insurance cover taken out by GWCT does not cover trade space holders for any loss or theft of or damage to its property (or the property of its employees, contractors, agents or anyone else that it brings onto the Scottish Game Fair site) or from any liability arising from such loss, theft or damage, nor does it cover any losses arising from the cancellation or abandonment of the Scottish Game Fair or from any changes to the dates and / or opening hours of the Scottish Game Fair or from the cancellation of the trade space holder's contract. The trade space holder therefore participates in the Scottish Game Fair at its own risk and it is the trade space holder's responsibility to ensure that it has adequate insurance in place to cover any losses that it may suffer and any amounts that it may be liable for.

VEHICLES AND PARKING

18. Vehicle movement.

- a. The trade space holder's vehicles (and any vehicles brought onto the site by the trade space holder's employees, contractors, agents and anyone else brought onto the site by the trade space holder) must be parked in the official trade space car parks or, where permitted, on the trade space holder's trade space by 8.00 am on each day of the Scottish Game Fair. No further movement of vehicles is permitted until 6.30 pm each day.
- b. All 4WD vehicles used for demonstrations must operate only within the public free designated areas.
- c. Scottish Game Fair vehicle passes must be displayed at all times.
- d. No aircraft/drone, whether or not radio controlled, may be operated within the Fair perimeter or car parks without express written permission from the GWCT Scottish Game Fair Manager.

LIVESTOCK

19. Live Exhibits.

- a. GWCT wishes to encourage trade space holders to show livestock.
- b. The trade space holder must include in its application full details of any livestock exhibits that are going to be on its trade space during the Scottish Game Fair. The trade space holder must indicate the number and type of live exhibits, dates of arrival and departure, name and address of persons removing them etc.
- c. GWCT reserves the right to order the immediate removal from the Scottish Game Fair of any livestock which in its opinion is not suitable for exhibition purposes or which is unsuitably penned.
- d. Trade space holders are responsible for complying with all applicable laws, rules and regulations regarding all live exhibits.

20. Sale of Livestock.

- a. If the trade space holder wishes to sell livestock at the Scottish Game Fair, it must obtain the prior written permission from the GWCT Scottish Game Fair Manager.
- b. The trade space holder shall ensure that livestock sold at the Scottish Game Fair is removed from the site in one or more suitable container(s).

FOOD HALL

21. Food, Drink and Hygiene in the Food Hall.

- a. No cooking of food is allowed in the trade spaces. Cooking is only permitted in the demonstration area.
- b. All tasters must be free of charge.
- c. Alcoholic drinks must only be sold in sealed containers.
- d. Food weights must comply with the Weights & Measures Rules.
- e. If the trade space holder is selling alcoholic drinks, it must apply to Perth & Kinross Council (T: 01738 475167) for a licence and must have in place and comply with such licence for the duration of the Scottish Game Fair.
- f. If the trade space holder is providing tasters (including alcohol) or handling open food, it must provide hand washing facilities. A bucket with soap, water and towels is acceptable; sharing between two trade spaces is allowed. Hot water is available from the Cookery Theatre area when demonstrations are not underway. A number of hot & cold water taps with sinks are provided in the Food Hall.
- g. The trade space holder must have disinfectant hand and surface wipes available at all times.
- h. The trade space holder must ensure that food stuffs (even when wrapped) are not placed in direct contact with the ground, to avoid possible contamination.
- i. If the trade space holder is using refrigeration, it must be able to monitor temperatures. The temperatures to which tasters have been cooked must be recorded for Council inspection.
- j. The trade space holder will be provided with bin bags and must use them for all waste and must not leave either folded or unfolded boxes in the centre of the Food Hall. Scottish Game Fair attendants will empty the bins within the Food Hall. The trade space holder must ensure that any excess rubbish is put outside the Food Hall by the general public bin.
- k. The trade space holder must complete the Food Concession Checklist and the Risk Assessment forms as part of the application process.

- i. All traders should have available signage/ingredient lists as appropriate regarding any allergens that may be found in their products. All staff should be briefed as to what advice to give customers regarding allergens.

STAND SERVICES

22. Catering on Stands.

- a. As catering arrangements for visitors to the Scottish Game Fair have been made by GWCT, trade space holders may only offer refreshments with the prior written permission of the GWCT Scottish Game Fair Manager and these will be restricted to free drinks and light refreshments such as finger food and nibbles. No trade space holder may sell or receive money for refreshments of any description (unless the trade space holder has trade space in the Food Hall, is one of the caterers appointed by GWCT or has the prior written permission of the GWCT Scottish Game Fair Manager).
- b. The trade space holder must use the Scottish Game Fair's catering contractor for any catering services unless it has written permission from the GWCT Scottish Game Fair Manager to make alternative arrangements. GWCT shall not, however, be responsible for any catering services provided to the trade space holder by its catering contractor.
- c. If the trade space holder is selling alcohol by retail, including off-sales (which it may only do with the prior written permission of the GWCT Scottish Game Fair Manager) it will require to apply for an Occasional Licence to Perth & Kinross Council and must have in place and comply with such licence for the duration of the Scottish Game Fair. If the trade space holder is not going to charge for complimentary drinks, it does not require a licence provided that the supply of alcohol is in no way related to the customer purchasing goods.
- d. Catering deliveries may only be made before 8.00 am on each day of the Scottish Game Fair as no service vehicles are allowed on the site between 8.00 am and 6.30pm.
- e. The trade space holder is reminded that it must comply with any environmental health regulations.
- f. All traders should have available signage/ingredient lists as appropriate regarding any allergens that may be found in their food products. All staff should be briefed as to what advice to give customers regarding allergens.

23. **Water.** Water points connected to the public mains water supply are provided at various locations within the Scottish Game Fair site providing drinkable water.

24. Electricity.

- a. It is the responsibility of the trade space holder to ensure that it applies in its application for a supply of electricity that is adequate for its requirements. All shedding in Gunmaker, Stag and Osprey rows is provided with a 16 amp electrical supply and one point which is included in the price for the trade space.
- b. If GWCT agrees to carry out additional electrical work due to a miscalculation of the trade space holder's power requirements or otherwise, the cost of this will be invoiced directly to (and shall be payable within 14 days of receipt of invoice by) the trade space holder. GWCT does not guarantee to carry out any additional electrical work.

- c. The trade space holder must not deal directly with the electrical contractor. Any changes or additions must be instructed through the GWCT Scottish Game Fair Manager.
- d. Please note that the location of generators limits the areas in which electricity can be supplied.
- e. If the trade space holder is intending to use electrical equipment, it must complete Part D in the Risk Assessment form and must ensure that it has ordered sufficient power and the correct connection fitting for its appliances on the application form.
- f. The trade space holder is not permitted to use private generators.
- g. The trade space holder must state its electrical requirements clearly in writing. Electrical sockets will normally be located at the rear of the trade space or where convenient and safe. Any special request should be accompanied with details or a plan. GWCT does not guarantee to meet any such special request.
- h. The electrical contractor is under strict instructions to take no direct instructions from trade space holders.
- i. The trade space holder's electrical appliances must have a current compliance test label and all lighting connections must comply with all applicable laws and regulations.
- j. The electrical contractor is obliged to give priority to any requirements that GWCT may have.
- k. Late requests for reasonable additional power requirements can usually be accepted up to 1st June before the Scottish Game Fair. After this date, electrical circuits are finalised, and additions may not be possible. GWCT will, however, endeavour to establish any reasonable additional power supply requirements up to 24 hours before the Scottish Game Fair opens. Any supply ordered after 1st June will be subject to the administrative charge detailed in paragraph 15(j) above.
- l. The accuracy and freedom from fluctuations of the voltage supplied cannot be guaranteed. If the trade space holder is planning to use delicate equipment (TV, computers, etc.), it should consult its equipment suppliers if in doubt.
- m. The trade space holder is responsible for making its supply point and electrical equipment safe before dismantling its trade space. GWCT must be able to switch the power on again, if necessary, without risk of accident.
- n. GWCT reserves the right to interrupt or disconnect any supply which appears to be unsafe. No refunds will be made in such circumstances.

25. **Telephones.** BT land lines are not available on the Scottish Game Fair site. The trade space holder is therefore advised to use mobile telephones.

SELLING

26. **Sale and Advertisement.**

- a. If the trade space holder wishes to purchase advertising space in the official Fair Programme (in addition to the complimentary entry in the official programme), it must apply in advance as part of the application process. Any late request for advertising space must be made in writing to the Scottish Game Fair office. GWCT shall not be obliged to provide any such advertising space to the trade space holder. If GWCT agrees to provide such advertising space to the trade space holder out with the trade space application process, the charges for such advertising (which will be advised to the trade space holder in advance and in writing) will be invoiced to (and shall be payable by) the trade space holder within 14 days of receipt of the relevant invoice.

- b. The trade space holder shall ensure that any content provided to GWCT for the purposes of advertising in connection with the Scottish Game Fair and any advertising used by the trade space holder at the Scottish Game Fair is accurate, complies with all applicable laws and does not infringe the rights of any third party and the trade space holder shall indemnify and keep indemnified GWCT against any liability incurred by GWCT (or for which GWCT may become liable) with respect to any third party infringement claim or any breach of this paragraph.
 - c. Food Hall trade space holders may erect banners and other publicity on the canvas wall behind their trade space. Only the main sponsor's banners may be erected on the outside of the Food Hall.
 - d. Unless a trade space holder is authorised to advertise in accordance with paragraph a. above, no trade space holder may sell or offer for sale or advertise any article at the Scottish Game Fair other than within its trade space. The trade space holder shall not distribute handbills, leaflets or posters out with the trade stand space. GWCT reserves the right to close and remove (or require the trade space holder to remove) any property from any trade space that disregards this rule.
 - e. Kites, gas-filled balloons and similar forms of advertisements are not permitted.
 - f. Signs and other advertising material must be in keeping with the general standard, style and tenor of the Scottish Game Fair. GWCT reserves the right to remove (or to require the trade space holder to remove) any board or other advertising material.
 - g. The trade space holder is responsible for the removal of its advertising banners on the day after the Scottish Game Fair closes. GWCT will not be responsible for the safe keeping of and shall be entitled to remove and destroy any banners that are left on site after this date.
 - h. Traders are reminded of the legal requirement to charge customers five pence if supplied with a carrier bag from a retail outlet.
27. **Auction.** No auctions are permitted at the Scottish Game Fair. All goods on display at the Scottish Game Fair must either:
- a. Be for sale at the Scottish Game Fair.
 - b. Be for sale after the Scottish Game Fair by the trade space holder concerned or by their agent(s).
 - c. Be purely for decorative or interest purposes.
- No goods may be exhibited at the Scottish Game Fair with a view to their auction later or elsewhere.
28. **Collections, Appeals and Raffles.** If the trade space holder is a charitable institution and wishes to raise funds at the Scottish Game Fair, it must first obtain the prior written permission of the GWCT Scottish Game Fair Manager. If permission is granted, which is not guaranteed, collections, tombolas etc may only be conducted within the limits of the trade space holder's own trade stand and in compliance with all applicable laws and regulations.
29. **Photography.** Professional photography may only be carried out with the prior written permission of the GWCT Scottish Game Fair Manager. Late applications on site may only be handled by the P.R. staff in the Press marquee and any additional costs for such services will be invoiced to (and shall be payable by) the trade space holder within 14 days of receipt of the relevant invoice.

30. **Itinerant Vendors.** No itinerant vendors are permitted at the Scottish Game Fair or in the car parks.

VEHICLE PASSES, CAMPING AND ENTRY TICKETS

31. **Vehicle Passes.**

- a. The trade space holder must ensure that its vehicle passes are displayed at all times. Each Scottish Game Fair vehicle pass issued to a trade space holder entitles one vehicle to enter the Scottish Game Fair site on each day of the Scottish Game Fair. If parking is not available within the trade space holder's trade space, there are three official trade space car parks and camping areas.
- b. Vehicles without passes will not be permitted entry to the site during the period of the Scottish Game Fair. The trade space holder is responsible for providing its employees, contractors, agents and anyone else that it brings onto the Scottish Game Fair site with the necessary vehicle passes and entrance tickets (see below) for each day that they are required to come onto the site.

32. **Camping on Site.** In order to minimise the risk of fire and to ensure the availability of potable water and toilet facilities to all, the organisers are obliged to control all overnight camping that takes place within the Fair site and in the car parks.

- a. Trade space holders who wish to camp within their allocated stands may do so but will be subject to inspection by the organisers and, if their camp is considered to pose a fire or other risk, they will be asked to modify their camp or may have to move to a designated camp site pitch which will be subject to a nominal charge.
- b. Trade space holders wishing to camp elsewhere on site should apply for a pitch or pitches in a designated camping area as part of their online Trade Space Application. A small payment will be charged in order to cover costs.
- c. Pitches are available in the Riverside Traders Car Park (Campsite 1) and also in a camping area at the rear of the public Gold Forward Car Park (Campsite 2). Please state your preference on the application form. Depending upon demand The Organisers reserve the right to allocate a pitch other than your first choice.
- d. Individual pitches will be marked out measuring approximately 9 metres square, with a safety separation between pitches. Occupiers of pitches must keep their vehicles, tents, caravans and other equipment within their pitch area.
- e. Limited facilities, including access to a potable water standpipe and toilet facilities will be available in these areas and a small charge per pitch will be made.

33. **Entrance Tickets.**

- a. Complimentary trader entrance tickets are issued to trade space holders on the basis of 1 ticket per unit of space taken, with a minimum of two tickets per trader per day (1 unit of space is 1.5 metre frontage).
- b. Each trader entrance ticket is valid for admission of one person for each of the three days of the Fair. These trader tickets are not transferable and may not be used by the general public.
- c. The trade space holder may also purchase in advance additional tickets at the concessionary prices shown on the application form by including the same in its application. Any additional tickets required after the trade space application process

has closed must be purchased at the price available to the public either on the website or at the gate.

34. Vehicle Passes.

- a. Vehicle passes are issued on the following scale (1 unit of space is 1.5metre frontage):
 - 1-4 units of space taken – 2 passes
 - 5-8 units of space taken – 3 passes
 - 9 + units of space taken – 4 passes

35. Issue date. GWCT intends to send out vehicle passes and entrance tickets in early June. If the trade space holder has not received its allocation by 10th June, it should contact the Scottish Game Fair office. Electronic entrance tickets will be distributed via email and will arrive as a pdf. whilst Vehicle Passes will be posted via Royal Mail. No vehicle passes, or entrance tickets will be issued on site.

36. Refunds.

- a. Under no circumstances will refunds be made to the trade space holder if it (or anyone to whom it has given vehicle passes or entrance tickets) arrives at the car parks or entrances without an appropriate vehicle pass and/or entrance ticket and has to pay public prices to gain admission to the Scottish Game Fair.
- b. No refunds will be made to the trade space holder if it has purchased vehicle passes or entrance tickets in advance or during the days of the Scottish Game Fair and these are subsequently not used.

TRADE SPACES

37. Types of trade space. There are four types of trade space:

- a. **Open Space.** Open Space is a pegged ground space and is suitable for trade space holders who only require open space for their own marquee, display or exhibit. Services may be available at an extra cost. Please note that not all areas can be supplied with electricity. Space is calculated in multiple units of 1.5m frontage x 9m depth as shown on the application form (minimum 2 units which give a 3m frontage). Any trade space holder who would like to be located under a tree should note this in the Special Request Box on the application form. All Open Space areas will normally be rectangular but sites which include a tree will have an extra allowance made. If the trade space holder requires additional depth over the allocated 9m, this must be noted in the Special Request Box of the application form. The Scottish Game Fair does not guarantee to meet any special requests included in the application form. Please note that Tentage is available to order on the application form. Tentage may be erected on open space sites and is available in several sizes as outlined on the Trade Space Price List. They have internal alloy frames and require no guy ropes. Extras such as flooring, lining and banner rails can be ordered at an additional cost.
- b. **Covered Shedding.** This is a fully floored alloy framed marquee subdivided into sections and is a convenient option if a small, floored space is required. Each unit has three sides and a removable front. All shedding units include one 16 amp electrical supply and one point within the price for the trade space. Shedding units are as follows:
 - i. Stag/Osprey Rows (back to back units with no open space for car parking) the standard unit is 4.5m deep x 3m wide.

- ii. Gunmaker Row units are 6m deep x 3m wide with rear parking. Vehicles parked in this area **MUST** be parked across the slope for safety reasons.
- c. **Food Hall.** This consists of a pegged area of one or more units within the Food Hall marquee. Units measure 1.5m (frontage) x 3m (depth). A limited number of corner sites are also available at an extra cost.
- d. **Food Outlets.** To provide the Scottish Game Fair visitors with a choice of refreshments during their visit. Allocated via a tender process which should be completed on the application form. Various sizes and locations available throughout the Scottish Game Fair site. Applicants should discuss their requirements with the Trade Space Manager.
- e. **Activities.** Space for Activities is allocated at various locations around the Game Fair Site. This space can be various frontage sizes. Applicants should discuss their requirements with the GWCT Scottish Game Fair Trade Space Manager in advance of their application being submitted.
- f. **Shared Space.** Sharing space on another stand and you are not the main applicant.
- g. **Premium Sites.** Premium sites are located on row ends or divides, main ringside and premium positions with optimum visitor access. If a trade space holder wishes such a location they should select this option on the application form. The Scottish Game Fair will endeavour to meet such requests but acceptance is not guaranteed.

AFTER THE SCOTTISH GAME FAIR

38. **Closing Down.**

- a. The trade space holder must not (and must ensure that its employees, contractors, agents and anyone else that it brings on site do not) close up, take down or dismantle anything on its trade space, or pack up its exhibits, until 6.30 pm on the last day of the Scottish Game Fair, and then only after any electricity supply has been made safe.
- b. The trade space holder will not be allowed to leave the Scottish Game Fair site until the public car parks are sufficiently clear to enable the traffic to move freely; this will be at the discretion of the controller of traffic.
- c. The trade space holder is advised that Scottish Game Fair contractors start dismantling tents, marquees and shedding as soon as possible after the Scottish Game Fair closes. GWCT will not be responsible for any item of equipment belonging to the trade space holder (or to anyone that the trade space holders has brought onto the site) left on the trade space after their departure from the Scottish Game Fair site.
- d. All stands and exhibits must be removed from the Scottish Game Fair site within three days of the close of the Scottish Game Fair. The trade space holder must leave its trade space entirely clear of litter and particularly of nails, pins, metal, glass etc., to avoid the risk of injury to livestock grazing the ground at the conclusion of the Scottish Game Fair. Any trade space holder leaving its trade space in an untidy condition may be charged for (and will reimburse GWCT on demand for) the extra cost of labour to clean it up.
- e. If the trade space holder removes any turf or disturbs any soil, it must restore it prior to leaving the site.

39. **Recovery of Charges and Fees.** All amounts due to be paid by the trade space holder under its contract with GWCT must be paid in accordance with these regulations and where any amount is overdue then in addition to any other remedies that GWCT may have, it reserves the right to bar the trade space holder from future fairs and it reserves the right to charge interest on the overdue amount from the due date until payment is made at the rate of two per cent per annum over the base rate of the Royal Bank of

Scotland plc which is current at the date the payment became overdue, such interest to accrue on a daily basis.

40. **Suggestions.** The trade space holder is invited to write to the GWCT Scottish Game Fair Trade Space Manger after the Scottish Game Fair with constructive criticisms or suggestions that may be helpful in planning future fairs.

RESPONSIBILITIES AND INTERPRETATION

41. **General Conditions.**

- a. The trade space holder shall (and shall ensure that its employees, contractors, agents and any other persons in charge of its trade space or otherwise admitted to the Scottish Game Fair on its behalf shall) comply with these regulations and any reasonable directions given by GWCT from time to time and co-operate with GWCT in all matters concerning the Scottish Game Fair. The trade space holder shall be responsible for the conduct of its employees, contractors, agents and anyone else that it brings on to the Scottish Game Fair site at all times.
- b. The trade space holder shall not use (and shall ensure that its employees, contractors, agents and any other persons in charge of its trade space, or otherwise admitted to the Scottish Game Fair on its behalf shall not use) the Scottish Game Fair and/or its trade space for any illegal or immoral purpose and GWCT reserves the right to remove (or to require the trade space holder to remove) all material that in its sole opinion it considers offensive or obscene.
- c. The trade space holder shall not act (and shall ensure that its employees, contractors, agents and any other persons in charge of its trade space, or otherwise admitted to the Scottish Game Fair on its behalf shall not act) in any way which may be derogatory or detrimental to the reputation, image and/or goodwill of GWCT and / or the Scottish Game Fair. GWCT reserves the right to remove from the Scottish Game Fair anyone that in its sole opinion it considers is acting inappropriately.
- d. The contract incorporating these regulations (and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland and each party agrees to submit to the exclusive jurisdiction of the Scottish courts.
- e. The trade space holder shall ensure that it, its employees, contractors, agents and any other persons in charge of its trade space or otherwise admitted to the Scottish Game Fair on its behalf comply with all applicable laws, rules and regulations and have in place, maintain and comply with any necessary licences, consents and permissions, in each case as required in relation to their attendance at and participation in the Scottish Game Fair and/or their use of the trade space.
- f. GWCT may at any time assign, transfer, charge or deal in any other manner with all or any of its rights and / or obligations under the contract with the trade space holder and may subcontract or delegate in any manner any or all of its obligations under the contract to any third party or agent. The trade space holder shall not, without the prior written consent of the GWCT Scottish Game Fair Manager, assign, transfer charge, subcontract or deal in any other manner with all or any of rights and obligations under the contract.
- g. If any provision (or part of a provision) of this contract is found to be invalid, illegal or unenforceable by any court having competent jurisdiction, the invalidity, illegality or unenforceability of that provision (or part of a provision) will not affect the validity,

legality or enforceability of the remaining provisions of this contract which shall continue to have full force and effect.

- h. A waiver of any right under the contract between GWCT and the trade space holder is only effective if it is in writing and a waiver shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the contract or at law shall constitute a waiver of that or any other right or remedy, or preclude or restrict its further exercise.
- i. Except as set out in these regulations, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract between GWCT and the trade space holder.
- j. Except as set out in these regulations, any variation to the contract shall only be binding when agreed in writing by the parties.
- k. The contract between the trade space holder and GWCT constitutes the entire agreement between them and supersedes all previous agreements, arrangements and understandings between them, whether oral or written, in relation to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty that is not set out in the contract. Nothing in this paragraph shall limit or exclude any liability for fraud.
- l. All notices to the trade space holder under these regulations shall be valid if sent to the address provided by the trade space holder in its application or to any other address advised by or used by the trade space holder in connection with its application or contract.

LICENCES

42. **Second Hand Goods.** If the trade space holder is offering second hand goods for sale it must hold, and have ready for inspection, a current licence from its local authority or from Perth & Kinross Council.

FIREARMS DEALERS AND KNIFE DEALERS

43. **Firearms.** If the trade space holder wishes to deal in, or have firearms on its trade space, it must notify the Scottish Game Fair office and apply to the Firearms Licensing Department of the Police Scotland at least 6 weeks before the Scottish Game Fair for the appropriate permission and shall only deal in or have firearms on its trade space if such permission is granted.

Knives. If the trade space holder wishes to deal in, or have knives on its trade space, it must notify the Scottish Game Fair office and must also apply to the Licensing Section of Perth & Kinross Council at least 6 weeks before the Fair for the appropriate licence and shall only deal in or have knives on its trade space stands if such permission is granted.