#### Exhibitor Terms & Conditions – Bristol International Balloon Fiesta 2026

# **INTERPRETATION**

The following definitions and rules of interpretation apply in this Contract.

#### **DEFINITIONS**

The Organisers: Bristol International Balloon Fiesta Ltd and Richmond Event

Management Ltd

The Event: Bristol International Balloon Fiesta

Site: Ashton Court Estate, Bristol

Event Date: 7th – 9th August 2026

Traders: Exhibitors and Caterers

### THE ORGANISERS

'The Organisers' are Bristol International Balloon Fiesta Ltd (Company number: 02294349) registered in England and whose registered office is 59 Prince Street, Bristol, BS1 4QH ("REM")

## **KEY TERMS**

- Traders and caterers should assume they cannot have stock vehicles behind their stand unless agreed prior to the event. There are daily restocking times where restrictions on vehicle movement will be lifted to allow traders and caterers to restock their stands.
- Unless agreed with organisers prior to the event, the following items are not permitted for general sale: Slush drinks, ice cream, sweets and alcoholic beverages.
- Traders must provide their own infrastructure tents, gazebos etc the event provides no marquees, covers or physical infrastructure.
- No personal generators allowed house power must be purchased and used at all times.
- Traders are not permitted to move their stand without permission of the event organiser – anyone who does so will be removed from site without refund.
- At Ashton Court Estate, certain areas are marked with wooden posts, red and white tape or even barrier, indicating a protective tree line. These marked

zones must be kept clear at all times, and no part of your property should encroach on these areas.

#### ALLOCATION OF SPACE

Reasonable efforts will be made to allocate Traders the site space they request in their order (if any), but no guarantee is given, nor should it be assumed that any position chosen will be allocated. Bookings may be reserved on a 'first-come first-served' basis, but The Organisers are under no obligation to accept any application and the acceptance or refusal of any application is at the discretion of The Organisers.

A booking is not accepted until acceptance is confirmed in writing by The Organisers. Please note that mobile refreshment stands, or other Traders may be placed at the end of rows of stands or in any free space at the discretion of The Organisers and without prior notice.

The stands are open space sites. All stands located on the corner of a row of stands can only sell from the front. All stands face outwards and there is no public access to the rear of the stands. Reasonable effort will be made to position stand spaces on level ground, but this cannot be guaranteed due to the nature of the site.

If in doubt about your location, please contact The Organisers at the Event office in advance of the Event to arrange a site visit. As and when the booking is confirmed you will not be permitted to relocate. If inclement weather, adverse ground conditions or other reasons prevent the use of the allocated site, The Organisers reserve the right to arrange an alternative site without prior notice. All stands (including all fixings) must be within the site allocated. If too large, then subject to available space it may be accommodated at the Organiser's discretion on payment of an additional fee. Only those products or services described on the application form can be exhibited or sold. The Organisers require a high standard of behaviour and quality of offering from Traders.

The Organisers reserve the right to decline or prohibit any activity, at any time, which in its sole opinion and discretion is not suitable or is undignified or otherwise objectionable or incompatible with the aims of the Event. This reservation includes persons, items, decorations, conduct, printed matter, souvenirs, catalogues and all other tangibles or intangibles not herein defined which may, in the sole opinion of The Organisers, affect the character and/or nature of the Event. The Organisers reserve the absolute right to remove or require removal of such displays, stands or persons from the Event site.

#### APPLICATION

Applications must be made online via Jotform. One submission must be made per pitch. Upon acceptance of the application, an invoice for the balance will be raised and payment must be made within the payment terms outlined in the 'PAYMENT' section below. The organiser has the right to refuse an application without reason.

#### **PAYMENT**

The trader shall pay the invoice for the site space by the payment date clearly listed on the invoice which is 30 days from issue date.

If the 30 days from issue date surpasses the overall payment deadline of 3rd July 2026, payment must be made by 3rd July 2026.

If you are a late applicant (onboarded after 3rd July 2026), the payment is due by return.

Failure to pay will result in denial of entry to the site, denial to trade and loss of stand space. Additionally, if a trader fails to pay the invoice, the Trader shall be liable to pay The Organisers, on demand, all reasonable costs, charges or losses sustained or incurred by The Organisers (including any direct, indirect or consequential losses, loss of profit (whether direct or indirect) and loss of reputation and loss of opportunity) to deploy resources elsewhere that arise directly or indirectly from the Trader's failure to perform or delay in the performance of its payment obligations or any of its obligations under this Agreement, subject to The Organiser confirming such costs, charges and losses to the Trader in writing.

For cancellation terms, please see the 'CANCELLATION' section below.

### LICENSABLE ACTIVITY

If you plan to have licensable activities taking place on site e.g. sale of alcohol, live or recorded music or films, dancing or provision of facilities for dancing, plays or entertainment of a similar description, you need to contact the Event office as this may affect your site positioning and fee. Any licence is your responsibility. Including TENS licences for off sale alcohol sales. You must obtain a TENS licence from North Somerset Council and display this on your stand during the event.

## **EXCLUSIVE RIGHT**

The granting of exhibition space does not guarantee the Trader sole right of selling or promoting its particular commodity or service unless The Organisers approve such an agreement in writing.

#### CHARITIES

Charities may only collect money on their site space and collectors are not permitted to wander the site, save that this shall not apply to the Event's official nominated charity.

### **SECURITY**

Limited general security will be on site from the date disclosed in your joining instructions. Specific security requirements can be arranged by contacting the Event office, in advance for a quotation. Traders are responsible for the insurance and safekeeping of all equipment or articles brought onto the Event site and no responsibility is accepted by The Organisers.

Trader's deliveries must be made to the Traders' Stand or Site, not to the organiser's offices.

#### SUBLETTING

Traders are not permitted to sublet or share any part of their allocated site.

#### STAND CLEANING

Traders are responsible for keeping stands tidy and clear of rubbish. The site shall be maintained and left by the Trader in a clean and tidy state to the satisfaction of The Organisers. Any costs incurred for cleaning the Trader's site will be charged to the Trader.

### PROHIBITED ITEMS

The following items may not be offered to the public because the concessions have been sold separately or for other reasons; Food and drink whether by sale or otherwise- this includes slush drinks and bottled water, Alcoholic beverages, Face Painting, Fairground Amusements,

Henna Tattoos, Chinese Lanterns or similar products, Confectionery and Fudge products, Ice-Cream, Perfume, Event commemorative merchandise of any description.

You will be required to leave the site without delay if you do not comply with any of the above terms. No refunds will be given. Please detail on your application form items you wish to offer for sale to the public. If you are unsure that your product complies with any of these terms, please contact the Event office. All intellectual property rights arising from or in relation to the Event including the name and any logo are vested and remain vested in the Fiesta or its licensors and shall not be

passed to, used, transferred, sold or otherwise licensed or exploited by or on behalf of any entrant or caterer or third party, without the prior written consent of The Organisers.

### SAMPLING AND DISTRIBUTION OF LITERATURE

Sampling is at an additional cost - please contact the office for details. Certain items may be sampled with strict guidelines on quantities and size of sample. This must be agreed in writing by The Organisers, in advance. Traders are not permitted to roam the Event site handing out samples.

The distribution of leaflets, posters or other billing materials outside the confines of the stand is forbidden on the site. Traders are not permitted to roam the Event site handing out literature or undertaking market research.

### **HEALTH AND SAFETY**

All Traders must read and comply with the Traders Joining Instructions/Handbook and Health and Safety information and requirements from time to time and complete all appropriate assessment forms.

# **INSURANCE**

The Trader must maintain Public Liability Insurance with a reputable insurer throughout the event against his/her liability to third parties with a minimum limit of £5,000,000. A copy of this insurance certificate must be supplied with the application form and produced to The Organisers at any time on request. The Trader must also have adequate, relevant insurance to cover all liabilities, including cancellation and curtailment, as well as loss or damage to the

Trader's property. The Trader also agrees to indemnify The Organisers, its officers, staff, representatives and agents against all losses or claims, which may arise as a result of its failure to comply with the terms of this Agreement.

## **CANCELLATION**

(Bristol International Balloon Fiesta 7<sup>th</sup> – 9<sup>th</sup> August)

Cancellation must be made in writing to Richmond Event Management before 6th July for all fees will be refunded (less an administration fee of £100 plus VAT). On or after the 6th July, no refund will be given for cancellation.

### LIMITATION OF LIABILITY

Nothing in this agreement:

- 1. shall limit or exclude the Trader's or The Organiser's liability for:
- 2. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- 3. fraud or fraudulent misrepresentation;
- 4. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law; or

## Subject to the above:

- 1. neither party to this agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement;
- 2. The Organiser's total liability to the Trader, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the amount paid by the Trader as a fee.

Notwithstanding clause (a), the losses for which the Trader assumes responsibility, and which shall (subject to clause (b)) be recoverable by the Organisers include:

- 1. sums paid by The Organisers to the Traders pursuant to this agreement, in respect of any services not provided in accordance with the terms of this agreement.
- 2. wasted expenditure;
- 3. additional costs of procuring and implementing replacements for, or alternatives to, the services provided by the Trader, including consultancy costs;
- 1. losses incurred by The Organiser arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Trader personnel, regulator or customer of the Organiser) against the Trader caused by the act or omission of the Trader;
- 2. anticipated savings;

Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

The rights of the Organiser under this agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

#### INADEQUACY OF DAMAGES CLAUSE

Without prejudice to any other rights or remedies that The Organisers may have, the Trader acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Traders. Accordingly, The Organisers shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

## COMPLIANCE

All Traders shall observe and comply with, in addition to these terms and conditions, all relevant laws and other directions, codes of practice or guidelines imposed by The Organisers or any law or other competent authority applicable to the event.

### TRANSPORTATION AND STORAGE OF LPG CYLINDERS

It is the responsibility of all participants to ensure that all cylinders not in use must be transported and stored in secure cages. If numbers of cylinders stored on site are restricted there will be a supplier available at the event for the purchasing of additional cylinders.

## ERECTION AND REMOVAL - SET-UP AND BREAK-DOWN

The Organisers reserve the right to refuse admission to Traders on late arrival. Traders must report to a member of the Site Team on arrival for registration and must not set-up trade space until registration is complete.

All equipment, including guide-ropes, tow-bars and support/service vehicles must be contained within the space purchased. A financial penalty will be imposed if the booked space is exceeded.

Traders will be refused entry if arriving after the load in time disclosed in the Joining Instructions. The site will be open prior to the event opening for the erection of Trader stands. All stands must be removed by the time disclosed in the Joining Instructions- after that, Traders may be charged for equipment remaining on site. The Organisers are not responsible for any Trader's equipment on site at any time.

## DAMAGE TO THE GROUND SURFACE

Any Trader or contractor causing damage to any part of the Event site or any other area of the event is responsible for the cost of reinstatement and will indemnify The Organisers accordingly.

## **TOW-AWAY SCHEME**

All vehicles parked illegally, obstructing roadways, without valid passes or parked behind Traders stand space, without prior permission, will be towed away. This will incur a charge for vehicle release.

### POSTPONEMENT OR ABANDONMENT

In the event of the Event being postponed or abandoned for any reason whatsoever, or in the event of failure or curtailment of any supplies, services or facilities afforded to the Traders due to strikes, lock-outs, bad weather, acts of God, third party or other circumstances, at any time, The Organisers shall in no way be held responsible for any expenditure, loss, damage or liability sustained or incurred by the Traders prior to, during or after the Event.

#### ALTERATIONS TO THE EVENT

The Organisers reserve the right to alter any element of the Event at their sole discretion without notice. The Site Map is for guidance only; its accuracy is not guaranteed.

## **NOISE**

Amplified music and PA systems are not permitted without prior written permission from The Organisers and at a volume decided by The Organisers.

### **HELIUM BALLOONS**

The release of helium balloons is not permitted without prior written permission from The Organisers and is subject to approval by the Civil Aviation Authority.

## FLAGPOLE STRUCTURES AND BLIMPS

There is a height restriction for all Flagpoles - contact the Event office for further information. Blimps are not permitted.

#### PROMOTIONS AND MEDIA

Please check with the Event office for confirmation of official accredited media partners for onsite promotions.

### CONTACT DETAILS

The data we gather and hold is managed in accordance with the General Data Protection Regulations (GDPR) and all relevant data protection laws The Organisers will not disclose or share personal information supplied by you with any third party organisation without your consent. If you do want your company or personal details to be used by any third party other that direct marketing promotion by The Organisers.

## **GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.