

CATERER'S APPLICATION
Sat 4 May - Mon 6 May 2019

BARCLAYS JERSEY BOAT SHOW 2019

Everything from ship to shore!

Jersey
BOAT SHOW 2019

 **BARCLAYS**
Proud sponsor for 10 years



CATERER'S APPLICATION



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Proud sponsor for 10 years

To take advantage of our Early Bird offer, your application and 50% deposit must be received no later than Friday 25 January 2019. Please complete this application form, making a copy for your records, and post the original to the Barclays Jersey Boat Show Team c/o 3D Events, 1 Waterloo Street, St Helier, Jersey, JE2 4WT enclosing a cheque deposit of 50% of the total cost (including GST) payable to: Ports of Jersey Ltd. Alternatively you can opt to pay by BACS. Should you choose this option an invoice will be issued upon acceptance of your application by the organiser.

COMPANY DETAILS (Please complete in BLOCK CAPITALS)

Trading Name (This will appear in Boat Show marketing/publicity)

Company Name

Address

Postcode

Contact Person

Telephone

Mobile

Email

MENU We require that all caterers detail below the menu that they intend to offer at the Barclays Jersey Boat Show 2019. All menus must be approved by the organisers in writing. Please note, in circumstances where a duplication menu occurs, the caterer who books first will take priority.

SUMMARY OF COSTS

	Early Bird	Standard	Requirement & Quantity	COST
Space (6 x 3m) – Licensed Caterer* <small>Responsibility of applicants to have an appropriate license</small>	£600.00	£690.00	Own Trailer <input type="checkbox"/> Own Marquee <input type="checkbox"/> Overall Length:	
Space (6 x 3m) – Non-licensed Caterer*	£500.00	£575.00	Own Trailer <input type="checkbox"/> Own Marquee <input type="checkbox"/> Overall Length:	
Electricity per 13 amp twin socket (max load 3kw) †	£77.50	£87.50		
Electricity per 16 amp C-Form Single Plug (max load 3kw) †	£77.50	£87.50		
Electricity per 32 amp Single Phase Supply (max load 6kw) †	£150.00	£172.50		
Event Flooring (H&S requirement)	£67.00	£77.50		
SUBTOTAL				
Jersey Goods & Service Tax (GST) +5%				
TOTAL COST				
<input type="checkbox"/> Cheque Enclosed <input type="checkbox"/> I would like to pay by BACS (An invoice will be issued to you) Less 50% Deposit				
Total Balance Due on or before Friday 22 March 2019				

* Based on a 6 x 3m ground only space allocation using entirely own catering trailer or marquee. Anything above this space allocation will incur additional fees and must first be approved by the Organiser in writing.

† Any caterer who requests more power than what they have booked on set-up will be charged at the above rates.

AGREEMENT

On behalf of the Company, I have read and agree to abide by the Terms and Conditions of the Barclays Jersey Boat Show 2019.

Please note: Applications submitted do not guarantee a space at the Barclays Jersey Boat Show 2019. The information provided will assist the organisers in ensuring a quality and diverse catering offering at the show. Caterers will be accepted and allocated space, at the discretion of the organisers, within one of three clearly identified food villages in the Barclays Jersey Boat Show 2019 arena. Successful applications will be confirmed in writing by the organiser.

Name

Position

Signature

Date



TERMS & CONDITIONS

1. Definitions

In these conditions the following terms will have the meaning shown:

- 1.1. The 'Agreement' means the binding agreement between the Exhibitor and the Organiser based solely on these terms and conditions and incorporating any other terms and conditions incorporated in this document.
- 1.2. 'Deposit' is 50% of the price required to rent the Space.
- 1.3. 'Exhibit' refers to the exhibition or stand places on the space by the exhibitor and includes displays, boats, structures, permitted vehicles, goods for sale or any other items belonging to, or under the control of the exhibitor.
- 1.4. The 'Exhibitor' is any person(s) or organisation(s) submitting a form to the organiser, whether or not the form is accepted.
- 1.5. The 'Event' is the Barclays Jersey Boat Show 2019.
- 1.6. The 'Form' is the application form (either online or paper) provided by us to enable the exhibitor to specify the space required, which must be submitted to the organiser with deposit to enable the space to be allocated to the exhibitor.
- 1.7. 'Obstructions' are any items on the walkways including but not limited to flag poles, signs, gangplanks and ropes.
- 1.8. The 'Organiser' is Ports of Jersey and its appointed agent(s).
- 1.9. 'Payment Dates' mean the dates on which the total balance due must be received by the organiser as specified in the exhibitor price list.
- 1.10. 'Permitted Vehicles' are those agreed in writing between the exhibitor and organiser to be allowed on the site.
- 1.11. 'Exhibitor Price List' is the sheet giving details of discounts, payment dates, etc.
- 1.12. The 'Services' includes one or more of the following: lifting or mechanical handling, power, water and waste disposal (as relevant) to the space.
- 1.13. The 'Site' refers to the whole area (including water space) under the supervision of the organiser of the event.
- 1.14. The 'Space' is the area allotted to the exhibitor by the organiser for the purposes of this exhibit, including water space.

2. Applications

- 2.1 All applications must be made on the form (either online or paper), which is contained within this document.
- 2.2 The supply of the form (either online or paper) does not constitute an offer of a space.
- 2.3 The form (either online or paper) must be completed with all relevant details by the exhibitor (or his agent) and sent to the address. No space can be reserved unless a form and deposit have been received.
- 2.4 The submission of the form (either online or paper) constitutes acceptance of these conditions.
- 2.5 The agreement is created when the organiser provides written confirmation of a successful application.

3. Payments

- 3.1 All cheques should be made payable to the 'Ports of Jersey Ltd'. Electronic BACS online payments can also be made upon request.
- 3.2 The deposit is payable on return of the form (either online or paper). The deposit will only be returned to the exhibitor if the organiser can reallocate a space.
- 3.3 The exhibitor must pay rent for size of the space, as set out in the form and reduced by any discounts and/or enhanced by any privileges as shown on the exhibitor price list if paid on or before the payment dates.
- 3.4 If space is allocated to the exhibitor after the payment dates, payment is due within 7 days of allocation of a space and no reductions/enhancements referred to in clause 3.3 shall apply.
- 3.5 The total balance is due on or before Friday 22 March 2019.

4. Late Payment

- 4.1 If, after allocation, the exhibitor does not pay rent on or before the payment dates, the organiser may:
 - 4.1.1 Withdraw the discount as described on the exhibitor price list; and/or
 - 4.1.2 Terminate this agreement by giving written notice to the exhibitor pursuant to clause 6.

5. Termination by the Exhibitor

- 5.1 The exhibitor may terminate the agreement on written notice to the organisers any time before the event, provided that:
 - 5.1.1 If the organiser cannot re-allocate the space, the exhibitor will pay the full rent less the amount already paid to the organiser within 7 days; and
 - 5.1.2 If the organiser re-allocates the space, the exhibitor will forfeit all sums paid at the date of termination.

6. Termination by the Organiser

- 6.1 The organiser may terminate the agreement if:
 - 6.1.1 The exhibitor materially breaches any term of this agreement and this breach cannot be remedied within a period of 7 days;
 - 6.1.2 The exhibitor repeatedly breaches this agreement. A repeated breach means two or more minor breaches;
 - 6.1.3 The exhibitor or any principals or officers are convicted of a criminal offence;
 - 6.1.4 The exhibitor commits any act or omission indicative of insolvency;
 - 6.1.5 The exhibitor fails to pay rent on or before the payment dates.
- 6.2 If the organiser does terminate under Clause 6, the organiser retains the right to re-allocate the space;
 - 6.2.1 If the organiser cannot re-allocate the space, the exhibitor will pay the full rent less the amount already paid to the organiser within 7 days; and
 - 6.2.2 If the organiser re-allocates the space, the exhibitor will forfeit all sums paid at the date of termination.

7. Transfer, Sharing and Sub-letting of allocated Space

- 7.1 The exhibitor shall not be allowed to transfer, share or sub-let the space allocated to it during the event. If the exhibitor is found to be sub-letting a fine of £500 will be imposed.

8. Access to the allocated Space

- 8.1 The organiser will give the exhibitor access to the space for a period of half day before the event to assemble and remove immediately on show closure.
 - 8.1.1 If the exhibit is not set-up 30 minutes before the public is admitted the organiser may remove it at the exhibitor's cost.
 - 8.1.2 If the exhibit is not taken down immediately after the end of the event the organiser may remove it at the exhibitor's cost. Exceptions may be made, with prior consultation with the organiser.
- 8.2 Except for permitted vehicles, all vehicles will be required to leave the site or be positioned in an area designated by the organiser during the event.
- 8.3 The organiser may remove any offending vehicle at the exhibitor's risk and cost.
- 8.4 No vehicle movement will be permitted from 45 minutes before the site opens to the public until 45 minutes after it closes, except in such areas as may be designated by the organiser.
- 8.5 The organiser will send further information regarding the position of the exhibitor's stand and set up once allocation has occurred. Allocations aimed to be made during the week commencing 8 April 2019.

9. Use of Space

- 9.1 The exhibitor must state on the form the content of the exhibit and use of the space.
- 9.2 The exhibitor warrants that the information contained on the form is truthful and not misleading.
- 9.3 The exhibit must be on view to the public, and in the charge of a responsible, competent and knowledgeable person at all times while the event is open to the public.
- 9.4 The exhibitor must maintain the space in good order and clean condition.
- 9.5 The exhibit should be open during the opening hours of each day of the event and covered and closed at the end of each day.
- 9.6 The exhibitor must observe the activity parameters as set by the emergency services from time to time.

10. Floating Exhibits

- 10.1. All craft and other floating exhibits shall be registered and/or licensed with the appropriate navigation authority and comply with all relevant regulations/requirements before being brought to the site.
- 10.2. Only activities permitted under the terms of any such licence or regulations may be carried out.
- 10.3. The mooring or disposition of such craft shall be authorised by the organiser.
- 10.4. Fuel for the floating exhibits shall be used with the greatest vigilance and care and precautions must be taken against the risk of fire.



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10.5 All craft are required to be in their allocated position as directed by the organiser and its agents.

10.6 In the case that an exhibitor directly instructs an agent of the event to alter the show's pontoon layout without written permission from the organiser, then the exhibitor will be liable for all costs incurred.

11. Insurance

11.1 The exhibitor will be responsible for insuring property owned by him, and take best precautions to insure against the safety of his staff, constructors or visitors to the space and for his and their property with a reputable insurance company.

11.2. The exhibitor shall not do or permit any act that may jeopardise the organiser's insurance of the event.

12. Liability

12.1 The organiser shall at no time be held responsible for the loss, damage, or destruction to any exhibit of property of the exhibitor or his staff, contractors or visitors, however caused.

12.2. The transportation, lifting and/or installation of the exhibitor's property shall be at his risk and the organiser shall not accept liability for any loss or damage for such property whether or not they are in receipt of payment for any such service.

13. Cancellation, Postponement or Abandonment

13.1 The organiser shall not be liable to the exhibitor for any costs incurred by the exhibitor and the organiser shall be entitled to retain the whole or part (as decided reasonable by the organiser to cover its expenses incurred in relation to the event) of sums paid to the organiser if:

13.1.1 The event, or any part of it, is postponed or abandoned by the organiser (whether for reason or reasons outside of the control of the organiser, or due to insufficient bookings); or

13.1.2 Any licence, supply agreement or provision of facilities to the organiser is cancelled or failed or curtailed due to strikes, lockouts or circumstances beyond the control of the organiser.

14. Data Protection

14.1 The organiser shall process all data provided on the form and in any other communication in accordance with the purposes set out in the organiser's registration and in a manner consistent with the Data Protection (Jersey) Law 2018.

14.2. In accordance with the Law, any data recorded under the exhibitor's name may be inspected on application to the organiser.

14.3. The organiser may contact the exhibitor in relation to future events unless otherwise requested in writing by the exhibitor.

15. Electrical Supply

15.1 It is intended that electrical supply will be provided to exhibitors who request such supply on the form where logistically possible.

15.2 The organiser will provide such exhibitors with a supply of electrics equivalent to 13 amps and 13,16 or 32 amp for caterers where required.

15.3 All electrical supplies will be switched off at

the end of each day and on again at the start of each day. Upon request, overnight electricity will be provided where feasible for those who require such a service and where they receive written permission from the organisers.

15.4 The exhibitor must provide as much information as possible to the organiser as to its electrical requirements no later than Friday 22 March 2019.

15.5 The organiser will use reasonable endeavours to comply with early requests and attempts will be made to comply with last minute requests.

15.6 The exhibitor must obtain written permission from the organiser if it wishes to use a generator in the course of its exhibit.

15.7 The exhibitor must ensure that all electrical equipment and appliances used in its space have been tested and conform to the relevant health and safety requirements.

16. Security

16.1 The organiser will arrange for a private security provider to be present for the duration of the event.

16.2. Notwithstanding clause 16.1, the exhibitor is responsible for the safety of their exhibits and other property and persons and the organiser accepts no liability for any theft, losses or damage to the space, stand, exhibits or other property belonging to the exhibitor or in their control or care.

17. Media and Advertising

17.1 The organiser reserves the right to permit audio or television broadcasting transmissions, filming, photography and audio recordings at any time during the event.

17.2. Written consent must be obtained from the organiser should the exhibitor wish to use any public address or audio system, or conduct any live performances at the event, and this consent should not be unreasonably withheld.

17.3. Any consent given is conditional upon whether the public address or audio system or live performances may cause inconvenience and/or nuisance to any other exhibitors or the public.

17.4. An exhibitor must not display or distribute advertisements or other printed matter, including flyers in areas other than upon its own space. The organiser has the right to prohibit or remove such materials at any time in their discretion, at the exhibitor's expense.

18. Copyright, Design and Patent Protection and Trade Marks

18.1. The exhibitor must not copy, photograph or draw any other exhibitor's exhibits or other property or products at the event without the prior consent of the exhibitor.

18.2. Nothing in the agreement will give the exhibitor the right to use any trade mark, which the organiser, or any associated companies, own or use in relation to the event for any purpose except for advertising the exhibitor's presence at the event.

19. Expulsion of People

19.1. The organiser reserves the right to expel, or to prohibit or restrict entry by, any persons, including exhibitors or caterers, whose presence at the

event is not in the interests of the organiser, other exhibitors and/or the public.

20. Time of Essence

20.1. Time will be of the essence in respect of each term or condition of the agreement whereby the exhibitor is required to do something by a specified date or within a specified time.

21. Disputes over admission or allocation of Space

21.1 Exhibition space at the show is limited. It will be allocated on the basis of space requirements and the appropriate sales and marketing mix for the show.

21.2. Any dispute between the exhibitor and organiser over admissions and allocation of space shall be referred to the Group Commercial Director, Ports of Jersey, if it cannot be resolved by informal means.

21.3 Allocation of space will aim to be completed during the week commencing 8 April 2019.

21.4 The organiser of the Barclays Jersey Boat Show reserves the right to refuse space applications.

22. Entire Agreement Clause

22.1. Space is let to the exhibitor on these terms and conditions alone.

22.2. The organiser will not be bound by an additional or contrary terms wherever they may come from.

23. Agents

23.1. Any agent entering into this agreement on behalf of a principal or parent company must provide the organiser with a letter from that person confirming the organiser's agreement to pay all monies due.

23.2. If the principal defaults, the agent will remain liable to pay all sums due under this agreement.

24. Health and Safety

24.1. The exhibitor must comply at all times with the Health and Safety at Work (Jersey) Law 1989 and other applicable regulations throughout the event. At all times during the event all walkways must be kept clear of obstructions.

24.2. The exhibitor shall ensure that the design of the exhibit complies with all rules and regulations and does not breach health and safety rules.

24.3. The size and dimension of the exhibits should be presented to the organiser by Friday 22 March 2019.

24.4. The organiser retains the right to veto any design of the exhibit that it deems unsafe or inappropriate.

25. Environmental Health

Exhibitors serving food and drinks are required to:

25.1 Be registered with the Environmental Health Department in Jersey (or local authority if based off island).

25.2 Comply with all the Food Safety Laws and Regulations of Jersey.