

## TRADE STAND TERMS and CONDITIONS

A) The term Exhibitor shall include persons taking part in any event, competition or display, promoted or arranged by the Festival and the owner of any exhibit, animal, plant, vehicle, equipment, machinery, article or other things, of whatever nature involved in any such event, competition or display or otherwise exhibited or used on the Festival Showgrounds or elsewhere.

B) Save for death or personal injury caused by the wilful negligence of the Festival, its servants or agents, the Festival will not be responsible for death, injury, disease, damage or loss caused to any exhibitor or his or her servants or agents to any exhibit, animal, vehicle, equipment, plant, machinery, articles or other things, of whatever nature brought onto the Festival Showgrounds by the exhibitor/s or involved in any said event, competition or display.

C) Save as aforesaid, the exhibitor shall indemnify the Festival against all claims, losses, damages and expenses whatsoever in any way arising out of the presence of or taking part of the exhibitor or his or her servants, agents, exhibits, animals, plant, vehicle, equipment, machinery, articles or other things, of whatever nature on the Showground or elsewhere and shall assume full responsibility, therefore.

D) This is a condition of entry or participation in any event, competition or display promoted or arranged by the Festival.

E) The Festival accepts no responsibility or liability whatsoever for any statement or information in any document published by the Festival;

F) The Festival reserves the right to postpone, cancel, abandon or curtail any Show, display, event, meeting, happening or otherwise to be held on the Festival Showgrounds or elsewhere if under the auspices of the Festival. Where the decision to postpone, cancel, abandon or curtail any such Show comprised within the Festival, display, event, meeting, happening or otherwise arises from directives, happenings or circumstances outside the control of the Festival, the Festival will not under any circumstances be under any liability to refund fees and charges and, furthermore, will not be under any liability for any loss or damage (whether direct or indirect, consequential or otherwise) arising from or caused by a postponement, cancellation, abandonment, curtailment or otherwise.

G) Exhibitors/traders are required to arrange their own appropriate insurance cover.

H) Force Majeure If an event defined hereafter as Force Majeure occurs Yorkshire Motorsport Festival Ltd., (YMSF) will not be responsible for the financial consequences or any losses or any actions claims or demands caused to or made by an exhibitor or their servants or agents caused by the failure of the Festival to be held on one or more of the days but for the event of Force Majeure on which it would otherwise to be held. Force Majeure means for the purposes of this clause exceptionally inclement weather; flooding of the whole or any part of the Festival Showground/s or

the whole or any part of the car parks associated with it ; an act of God including but not limited to pandemics (including but not limited to current prevailing COVID 19 consequences) epidemics fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by YMSF to run the Festival ; breach of contract by any essential personnel; any other matter or cause beyond the control of YMSF. YMSF recommends that all traders and exhibitors ensure that adequate insurance is in place to cover all potential risks.