Galloway Country Fair

2027 TRADERS APPLICATION FORM
14th & 15th AUGUST 2027

Title..... Contact Name.....

Business Name.....

Company Number (if applicable).....

Address.....

.....Postcode.....

Email.....

Website.....

Facebook ..... Instagram.....

Telephone.....

Business Description .....

.....

I agree to the overleaf terms and conditions:

Signed ..... Date .....

10% EARLY BIRD DISCOUNT UNTIL END APR 2027

OPEN SPACE	Cost	Meters Required
Open Space	£100 + VAT per meter (min 3)	
1 Double Socket	£75 +VAT	
2 Double Sockets	£150 +VAT	
Additional 24 Hour Power Supply	£50 + VAT (Subject to availability)	

FOOD & CRAFT	Cost	✓
3m x 2m	£175 +VAT	
6m x 2m	£300 +VAT	
1 Double socket	£75 +VAT	

CATERING CONCESSION	Cost	✓
Up to 5m frontage x 6m depth	£400 +VAT per unit	
Between 5m-10m frontage x 6m depth	£800 +VAT	
1 Double Socket	£75+VAT	
2 Double Sockets	£150+VAT	
ADDITIONAL: 24 Hour Power	£50+VAT * * (Subject to availability)	

PLEASE NOTE 100% COST IS DUE WITH APPLICATION.

PAYMENT TO BE MADE BY CHEQUE, BACS OR CARD PAYMENT:

Cheque made payable to
Buccleuch Estates Ltd

BACS Payment: Buccleuch Estates Ltd
Sort Code: 83 - 06 - 08
Account Number: 10893405

Card Payment by calling 01848 600283

PLEASE RETURN COMPLETED APPLICATIONS AND PAYMENT TO:

BY POST:

Galloway Country Fair
Drumlanrig Mains
Thornhill
Dumfriesshire
DG3 4AG

OR VIA EMAIL:
events@drumlanrigcastle.co.uk

For further information call:
01848 600283

Trader Terms and Conditions

By submitting an application, the Trader agrees to be bound by these terms and conditions.
"This Agreement" means the Form and these terms and conditions.
"Cost" means (i) the cost of the pitch narrated on the Form (subject to any "early bird" discount that applies at the time of the booking) and (ii) the Electricity Fee (if any).
"Electricity Fee" means the electricity fee (if any) narrated on the Form
"Event" means the Galloway Country Fair at the Site on the dates set out on the Form.
"Form" means the trader application form submitted by the Trader.
"Organiser" means Buccleuch Estates Ltd (Company Number SCO12615), and having its registered office at Weatherhouse, Bowhill, Selkirk, TD7 5ES, its employees, contractors and agents. "Stall" means the space allocated by the Organiser to the Trader
"Trader" means the person, organisation or company narrated on the Form
"Site" means grounds at Drumlanrig Castle, Thornhill.

APPLICATION PROCESS AND PAYMENT

Bookings only become effective after the following documents have been received and approved by the Organiser: (i) the completed Form, (ii) evidence of the Trader's public liability insurance, (iii) a copy of the Trader's risk assessment for the Event and (iii) payment of the Cost. Confirmation of the booking will be sent by email.

At the Organiser's sole discretion, the Trader may be permitted to pay the Cost in instalments in which case the initial instalment will be requirement to be paid to secure the booking at any subsequent instalment will be due on the date(s) determined by the Organiser. If the Trader fails to pay any instalments on the due date, the Organiser has the right to deem that the Agreement has been cancelled by the Trader.

Not all applications will be successful due to the need to have a good variety of traders. The Organiser reserves the right to refuse applications without having to justify its decision. In the event that an application is refused, the Organiser will refund any Cost paid.

The Trader must complete a pre-event health and safety check sheet upon request by the Organiser.

HANDBOOK

The Trader will be provided with a copy of the Event Handbook in advance of the Event. The Trader must comply with the Event Handbook.

TRADER STALLS

The location of each Stall at the Event is at the sole discretion of the Organiser. The Organiser will endeavour to provide a Stall of the size indicated on the Form. One table/two chairs will be provided for 3m indoor pitches, and two tables/two chairs will be provided for 6m indoor pitches. No equipment shall be provided for outdoor pitches unless agreed in advance with the Organiser. The Trader shall not extend beyond the agreed stand size booked.

Timings of the Event will be communicated to the Trader in advance of the Event including timings for setting up and packing up.

The Trader is required to trade for the full duration of the Event.

The Stall must be in the name of the company or individual detailed in the Form. No sharing, diving, assigning or sub-letting of the Stall is permitted.

The Trader is responsible for the cost of making good any damage caused by the Trader, their employees, contractors and agents, beyond normal wear and tear.

USE OF THE STAND AND GOODS FOR SALE

The Trader must only use the stand in line with their business as set out in the Form.

The Trader shall comply with all statutes, bye-laws and other regulations whatsoever, including those relating to food hygiene and allergen labelling. The Trader is responsible for "policing" the products that they are selling or sampling. It is a Trader's responsibility to ensure that the public are aware of any adverse consequences that sampling products may result in.

Notwithstanding the foregoing generality, the Trader must comply with:
(1) all regulations set out in the Handbook in respect of the showing or sale of any livestock or live exhibit.
(2) all regulations set out in the Handbook in respect of the sale of any licensed goods including alcohol, knives and firearms. The Trader must hold all relevant licences required for the sale of such goods and will provide a copy of the licence(s) to the Organiser upon request.
(3) all regulations set out in the Handbook in respect of catering/food stands.

The Trader is prohibited from selling any illegal goods.

The Trader is responsible for ensuring that their stall displays, stands and stock are safe and inoffensive. The Organiser has the right to ask the Trader to remove any of the stock and to make alterations to their display if they are deemed unsuitable, create a hazard or for any other legitimate reason. Failure by the Trader to take remedial action may result in the Organiser asking the Trader to leave the Event.

SECURITY AND HEALTH & SAFETY

All stock and personal belongings at the Stand are the responsibility of the Trader.

The Organiser's usual event security will be in place, but the Trader is responsible for the safety and security of their equipment, stock, vehicles and personal belongings, and the Organiser accepts no responsibility for any loss or damage to the Trader's equipment, stock, vehicles or personal belongings. The Trader is advised not to leave valuables overnight.

The Organiser reserves the right to exclude or eject any person from the Event if it reasonably considers the behaviour of such person to be objectionable, a risk to health and safety, likely to cause any damage or will bring the Organiser and/or the Event into disrepute.

The Trader must comply with the health, safety and fire regulations of the Site and any other management directions, including parking and loading/unloading arrangements, as determined by the Organiser and/or staff at the Site.

Smoking is permitted only in designated smoking zones.

INDEMNITY AND INSURANCE

The Trader is required to take out their own public liability insurance and is recommended to take out their own insurance to cover loss or damage to their own stock and possessions.

The Organiser is not responsible for the security and safety of the Trader or other individuals, nor for loss or damage of exhibits, personal effects or any property belonging to the Trader. The Trader will be responsible for insurance against fire, theft and third party damage to their Stall, exhibits, property and personal effects.

The Trader indemnifies the Organiser against any and all loss, costs, expenses and liabilities caused by the Trader's breach of these conditions or by any act or omission by the Trader on or from the Stall caused directly or indirectly by the Trader, its servants, agents or sub-contractors or by any of the Trader's exhibits, goods, equipment, appliances or machinery. The Trader is responsible for the safety of all exhibits, equipment and machinery capable of causing injury which must be safeguarded to the satisfaction of the Organiser and in accordance with local authority requirements.

The Trader acknowledges that the Organiser is not responsible nor holds any liability for any financial losses incurred by the Trader, or for any loss or damage of equipment, stock or personal belongings, or personal injury of employees working for or connected to them. The Organiser shall not be responsible for death or personal injury to the Trader or employees, agents, contractors or other invitees of the Trader save as a result of the Organiser's negligence. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Trader, the Organiser or their servants, agents or employees.

The Organiser is not responsible for loss of profits, for damage or theft of the Trader's stock, interruption of power or services, or failure of press advertisement fully contracted to appear, inclement weather and failure of sub-contractors or agent to perform, which may result in loss to the Trader.

CANCELLATION BY THE ORGANISER

If, at the absolute discretion of the Organiser, the Site becomes (or is likely to become) unfit, unavailable, unsafe or impracticable to hold the Event for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm and acts of God, the Organiser reserves the right to change the location and/or date of the Event, curtail the Event, change the dates of the Event or to cancel the Event and no refund will be given by the Organiser to the Trader.

If the Organiser cancels the Event for any other reason, a full refund will be made to the Trader.

In both cases, the Organiser will not have any liability to the Trader for additional expenses, loss or damage suffered by the Trader.

CANCELLATION BY THE TRADER

Cancellations must be received in writing. The Trader will not be entitled to a refund of any part of the Cost paid.

Upon cancellation by the Trader, the Trader shall remain liable to pay the Organiser the amounts due from it under this Agreement prior to such termination.

TERMINATION

Without limiting its other rights or remedies, the Organiser may terminate this Agreement by notice in writing (i) if the Trader takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or (ii) in the event of a breach by the Trader of any of its obligations in this Agreement including the late payment of any part of the Cost. The Trader will not be entitled to a refund of any part of the Cost paid.

PRESS AND PROMOTION

The Trader agrees to grant the Organiser a non-exclusive copyright license for the purposes of promoting and publicising their work, the Event and future events, including any photographs taken by the Organiser of the Stand and the Trader (and any employees, agents or sub-contractors) during the Event. In entering into this Agreement the Trader is aware that these materials may be used for promotion of the Event and other similar events including on the World Wide Web and on social media. The copyright is and will continue to be beneficially and solely owned by the Trader who must ensure that it does not and will not infringe on any other copyright.

OTHER

By completing the Form, the Trader agrees that their information will be stored on the Organiser's database (including personal data such as name, address, email address, phone number and organisation) which will be processed and stored to enable the Organiser to organise and run the Event and to enable the Organiser to contact you for future events and opportunities. This information will not be shared with any third party without the Trader's consent. The Trader may update their details or request to be deleted from this list at any time.

If the Trader employs an employee, agent or sub-contractor, the Trader shall procure that the employee, agent or sub-contractor as applicable complies with these conditions but the Trader shall remain liable to the Organiser for the performance thereof.

The Trader's right to occupy the Stall is as a licensee. No landlord and tenant relationship is created. The Organiser shall be permitted to have access to the Stall at all times.

Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing.

All sums due by the Trader will be subject to VAT where applicable.

If at any time one or more provisions contained in this Agreement is or becomes invalid, illegal or enforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

The validity construction and performance of this Agreement shall be governed by Scots Law and shall be subject to the nonexclusive jurisdiction of the Scottish Courts.