South of England Show Terms and Conditions

All Exhibitors, their Contractors and employees, while on the Showground, shall be subject to the terms and conditions of the Society, as interpreted by the Trustees, Council, Stewards and Officials appointed by them.

Showground Stewards shall have the power to remove any exhibits from the Showground.

1. APPLICATION FOR STAND SPACE

All applications must be submitted on the appropriate entry form, which must be signed by the Exhibitor or their representative, such signature being an acceptance of the terms & conditions. Online applications cannot be submitted unless Terms & Conditions are agreed. A remittance for all charges must accompany the Application Form and be returned by the required date. A tax receipt will be issued on banking the remittance. Applications without a remittance will not be accepted. Each Exhibitor MUST complete and return with their Application Form a current risk assessment including Covid Safety measures. A free entry will be given in the catalogue giving the block number and exhibitor's name, together with up to 20 words of descriptive matter if returned by the deadline stated.

The show will be run under Covid Secure measures, so all exhibitors must follow the latest government guidelines and those of the Society at all times in order to exhibit at the show.

2. RETENTION OF SITES - 2023 EXHIBITORS ONLY

The site agreed for the 2023 show can only be guaranteed up until 5th January 2024. If an Exhibitor wishes to change their location written notification must also be attached along with the map showing at least 3 choices of site position or the appropriate section of the online booking completed. We will then do our best to accommodate you. Verbal conversations with Trade Stand Staff are not sufficient and sites allocated for other shows held throughout the year have no bearing.

3. MEMBERSHIP

Exhibitors, are entitled to be Members of the South of England Agricultural Society. The annual subscription is reduced to £46.80. (inc. VAT).

Membership privileges include free admission by Badge to the ground throughout the Show, use of the Pavilion and Members' facilities and forward parking before 10:00 subject to availability.

4. ALLOCATION OF SITES

The allocation of sites and positioning of stand space will be entirely at the discretion of the Society, although every endeavour will be made to meet any request made by an Exhibitor regarding the position of their stand.

- a) Exhibitors booking open space must apply and pay for sufficient space for all stays, plates or guyropes required for any building, tent or caravan and awnings to be erected in the space, together with any stock vehicle/living accommodation required on the site for the duration of the Show. Please check with your marquee contractor the overall marquee dimensions.
- b) Boundaries of sites will be marked and in no circumstance will Exhibitors be allowed to occupy a larger space than that allocated to them. No exhibitor, whether a registered charitable organisation or otherwise, may carry on any activity outside the limits of their own stand.

- c) Exhibitors must not exceed beyond the front line as identified by the blue marker post.
- d) If an Exhibitor does not wish to be placed adjoining any other particular Exhibitor, this must be clearly stated in writing at the time of making the application.
- e) The Society will not be held responsible for damage caused to sites by a third party during the Show period and will not undertake to make good such damage.
- f) No Exhibitor shall sub-let any portion of space allotted to them or move to any site other than that allocated to them.

5. CANCELLATION BY THE SOCIETY OR WITHDRAWAL OF SPACE RESERVED

The Society reserves the right to postpone or cancel the Show or any particular event or events if such cancellation or postponement arises out of strikes, lock outs, trade disputes or labour troubles or any other cause beyond the Society's control including, but without limitation, act of God, government act, regulation or request, fire, accident, disease, war, riot, inability to obtain adequate labour or materials, or inability to obtain a sufficient number of entries.

Full refunds of Trade Stand and associated fees will be made, however the Society reserves the right to levy an Administration fee of 5% of all such Trade Stand and associated fees.

If the Show is cancelled after it has commenced the Society will make a refund of a proportion of the Trade Stand and associated fees subject to the deduction of an administration fee. The amount of the refund should be determined by the Board of Trustees whose decision shall be final.

Once a stand location has been agreed, the booking is considered confirmed, after this should any Exhibitor withdraw from the Show or cancel the space reserved for them for any reason, the following rates of forfeit shall apply.

Written confirmation received before 1 May 2024 charge/refund of 50% of stand costs. From the 1 May 2024 100% of stand costs/no refund.

Any outstanding amounts due at time of cancellation will be due immediately.

6. REFUSAL OF ENTRY

The Society reserves the right to refuse any entry whatsoever, whether received prior to the closing date for entries or not, and also reserves the right to cancel any entry which may have been accepted, without any reasons being given.

7. RESPONSIBILITY OF EXHIBITORS

THE SOCIETY WILL NOT BE RESPONSIBLE IN ANY WAY FOR ANY ARTICLE, MACHINERY OR OBJECT OF ANY KIND EXHIBITED ON THE SHOWGROUND.

The Exhibitor shall assume full responsibility therefore including liability for all claims arising out of the exhibition, handling or housing of such exhibits and the conduct of the stand generally. The Exhibitor shall indemnify the Society against all claims, damages or expenses whatsoever in any way arising out of the presence of the exhibitor or their exhibits on the Showground. Acceptance of the foregoing provisions shall be a condition of entry.

EXHIBITORS AREADVISED TO INSURE AGAINST FIRE NOT ONLY AS REGARDS THEIR OWN PROPERTY, BUT ALSO AGAINST THIRD PARTY CLAIMS.

8. DISCLAIMER OF LIABILITY

The Society will not be responsible for the death, injury, disease, or loss caused

to any Exhibitor or to their agent or servant, or to any animal, insect, bird or thing of

whatever nature, exhibited by the said Exhibitor, from whatever cause death, injury, disease or loss arises.

The Exhibitor of any animal, insect, bird or thing of any nature whatsoever will indemnify the Society for any damages, loss, injury or disease occasioned by the said Exhibitor, their agent or servant or by the said animal, insect, bird or thing of any nature whatsoever, however such damage, loss injury or disease shall be caused.

Under the requirements of the Reporting of Accident, Diseases and Dangerous Occurrences Regulation 1995 (RIDDOR) all accidents that are classified as major under these Regulations must be reported to the Society and also to the appropriate statutory authority. All injuries that occur to Exhibitors, their staff or members of the public who visit stands, displays or any other facility, no matter how minor they may appear to be, must be reported to the Society in order that the incident can be recorded in the accident book.

The Exhibitor will indemnify the Society for all claims arising out of the exhibit and the Exhibitor's show staff and invitees conduct at the Trade Stand generally and against all claims, demands, damages, proceedings, costs or expenses whatsoever in any way relating to or arising out of use of the Trade Stand by the Exhibitor. The Exhibitor will indemnify the Society for any claims which may at any time be made against the Society (whether under the Occupiers Liability Act 1957 or otherwise) in relation to the Trade Stand (including any claim made by any of the Exhibitors employees) arising wholly or in part from any act or omission of the Exhibitor.

9. EXHIBITION OF LIVESTOCK ON STANDS

Exhibitors wishing to include livestock or horses on their stand must first obtain the Trade Stand office's approval.

10. REGULATIONS APPLICABLE TO MACHINERY IN MOTION, ENGINES, ETC.

- a) Only smokeless fuels will be permitted during the times the Show is open to the public.
- b) All Exhibitors during the erection and demolition, or while demonstrating, must ensure that their machinery and/or equipment methods of operation and work practices complies totally with the relevant Health & Safety Regulations.
- c) All Exhibitors must ensure that any component i.e. shafting, belts, pulleys, gears and similar items, that could be a danger to members of the public either as spectators or those who pass by, that such items are adequately guarded.
- d) Exhibitors of chainsaws, strimmers, choppers or similar equipment or where demonstrations could be a source of potential danger, must provide full details (including distance of separation barriers/screens or similar protection) in writing to the Society at least 28 days before the show opens.

e) While the Society reserve to themselves the right of excluding any petroleum or spirit they may deem unsafe, they in no way relieve the exhibitor from responsibility in the event of accident or fire. Exhibitors must confirm regulations of the local authority in all that relates to the transport of petroleum and the precautions to be taken against fire.

The Society reserves the right for the Safety Officer or other Authorised Officers to prohibit such demonstrations if unsafe practices are witnessed.

11. CATERING AND LICENSING

Exhibitors are not permitted to sell any foodstuffs or beverages for consumption by visitors on the Showground from their stand. Exhibitors selling food or drink from their stand for visitors to take home must comply with the requirements of the current Food Hygiene Regulations.

FOOD HYGIENE

Maintaining high standards of food hygiene is important for the safety and confidence of visitors to our shows, reducing the risk of infection and safeguarding the reputation of all trade exhibitors and our shows. Therefore, all trade exhibitors must have a Food Hygiene Rating of 3, 4 or 5 to exhibit at our shows. All food exhibitors must ensure that they have basic food hygiene facilities in place including; handwashing facilities, correct temperature control, raw and ready-to-eat food separation and appropriate documentation. Failure to comply with these minimum standards of food hygiene practices will result in withdrawal of permission by the Society for the exhibitor to trade at the show and could affect future permission to trade at future shows.

SALE OF ALCOHOL

All sales of alcohol on the Showground will operate under the Society's premises licence, cost per exhibitor is £15.00 PLUS VAT. Alcohol can only be sold or authorised by an individual who holds a personal licence. Alcohol being defined as any drink with an ABV of over 0.5%. This means that if an individual employed by the trade stand is not a personal licence holder, that person can only sell alcohol on the Showground licensed premises if permission to do so has been given by the trade stand personal licence holder. The society requires that every individual engaged in the sale of alcohol must be aged 18 or over and have received training from the trade stand personal licence holder regarding the four licensing objectives as follows;

The Prevention of Crime and Disorder, Public Safety, The Prevention of Public Nuisance and The Protection of Children from Harm.

12. 'CHEAP JACK' TRADERS AND AUCTIONS/JOKES AND TRICKS/KNIVES

Exhibitors' goods displayed must be in accordance with the description on the Application Form.

Vendors of 'Cheap Jack' articles or itinerant vendors who may have gained admission to the ground will be removed. The selling of goods by auction, shouting or behaviour that causes a nuisance to Visitors or Exhibitors is strictly forbidden. The definition of 'Cheap Jack' shall rest with the Society's Stewards and Officials who have the power to remove offending Exhibitors and their goods from the Showground. All goods sold must clearly be displayed to the public before sale.

The sale of jokes and tricks is not permitted, and any misrepresentation in catalogue entries to gain admittance will result in expulsion from the Showground without compensation. The sale of knives and catapults is restricted to persons over the age of 18 years.

13. NON COMPLIANCE WITH TERMS & CONDITIONS

The Society's Officials have power to order the removal of any article from the Showground or to close the stand of any Exhibitor who does not conform to the Regulations of the Society, or the directions of the Stewards and, if necessary, to expel such Exhibitor or their representatives from the Showground without any refund being made.

Unattended vehicles parked outside the remit of their stand risk being towed away.

14. SERVICES

Exhibitors requiring any of the following services should so indicate on the appropriate form.

Electricity

THE USE OF ANY GENERATORS, INCLUDING INTEGRAL TYPES IS STRICTLY FORBIDDEN AT ALL TIMES.

This requirement is on the grounds of Health & Safety in order to control noise, exhaust pollution and any potential risk while refuelling, also to ensure a safe and uniform standard of electrical installation is maintained.

Exhibitors are reminded that all electrical equipment must have a current Portable Appliance Test (PAT) and must be operated in accordance with manufacturer's instructions. (Particularly regarding the use of halogen flood lighting and manufacturers minimum distance instructions between light fitting and any other object).

Any equipment used or positioned in the open air or unprotected areas must be designed and suitable for use in inclement weather. The Society's Safety Officer is empowered to carry out spot checks on all electrical appliances and if found in default, arrange for the item to be taken out of service. Additional wiring and lighting can be carried out by Mains Distribution Services (MDS). Any such work carried out by MDS will be charged directly to the Exhibitor. The Society or their Agent reserves the right to inspect electrical installations not carried out by MDS.

SHARING OF ELECTRICITY BETWEEN STANDS IS STRICTLY FORBIDDEN. OFFENDERS WILL BE CHARGED THE FULL RATE FOR ELECTRICITY CONNECTION PLUS A 20% SURCHARGE. FAILURE TO COMPLY MAY RESULT IN EVICTION FROM THE SHOWGROUND.

Electricity connections will be disconnected by 12noon on Monday 10th June, unless previously arranged with MDS.

Gas Appliances

It is the responsibility of the Exhibitor that any item of gas equipment forming part of a trade stand has a current Gas Safe Tested Certificate, which should be available for inspection by the Society's

Safety Officer at any time, who is empowered to carry out spot checks on all gas appliances and certificates and if in default, will arrange for the item to be taken out of service. Any work on LPG gas systems must be carried out by a Gas Safe registered fitter.

Exhibitors using LPG gas to cook on their stand must complete and return the Mid Sussex District Council Questionnaire prior to the Show and display the LPG Safety Instructions, both of which will be sent to appropriate Exhibitors prior to the Show.

In addition to one connected gas cylinder, only one spare may be stored per Exhibitor.

Water

Available at many points on the Showground. A private supply can, however, be made to the Exhibitor's stand for an additional cost with prior notice. Please complete the appropriate application form.

Sumps

Sumps can be dug by Exhibitors or their contractors following permission from the Trade Stand Office (with regard to the siting, to avoid any underground apparatus). These can be emptied once daily on Show days with prior payment made to the Trade Stand office at £18.50 + VAT per show. Sumps must be lined and of sufficient size to accommodate a whole day's effluent as they can only be emptied once daily. Grey water only (see also regulation 20 Reinstatement).

Flooring, Tables, Chairs, Fascia Signs, etc, Other Services (grass cutting, etc)

Contractors List (page 15) can be supplied by the Trade Stand Office. Grass on Trade Stands will be mown up to two weeks prior to the start of the Show, providing weather conditions permit. Fine cutting thereafter will be the Exhibitor's responsibility. Grass cuttings should be collected up and disposed of by the Exhibitor. In the unlikely event of disruption or loss of all or any of the services howsoever, arising, the Society and its contractors will not be held responsible.

15. DURING THE SHOW, SUPPLIES/DELIVERIES TO STANDS

- a) Vehicle access with the appropriate pass for deliveries and restocking during Show days will be permitted from 06:00 and 08:00 and 19:00 and 21:00 ONLY.
- b) All delivery/restocking vehicles must leave the showground by 08:30 each morning and 21:30 each evening.
- c) ABSOLUTELY NO TRAFFIC MOVEMENT IS PERMITTED WITHIN THE SHOWGROUND BETWEEN 08:30 AND 19:00. (OFFICIAL SHOW VEHICLES ARE EXEMPT).
- d) Exhibitors and Contractors are reminded that it is a condition of exhibiting at the show that you may be subject to random vehicle searches and identity checks upon entering and leaving the Showground.
- e) SECURITY STAFF ARE ON SITE BETWEEN MONDAY 3rd AND MONDAY 10th JUNE 2024.
- 16. STAND PREPARATION, ADMISSION, DELIVERY AND REMOVAL OF EXHIBITS
- a) Open Space Exhibitors may commence work on their stand from 29th May 2023.
- b) Exhibitors who have booked a shell scheme may commence work on their stand from 3rd June 2023 Subject to the shedding being erected, please call to confirm availability.
- c) Any Exhibitor who wishes to break the soil on their stand must obtain permission from the Organiser's Office.
- d) If erecting a marquee or gazebo, please do not use stakes longer than 900mm anywhere on the showground.
- e) Any paint or varnish used must be dry by 08:00 on the first day of the Show.

- f) All stands must be fully stocked and ready for business by 08:45 on each Show day.
- g) All Stands must be open and manned throughout the time the Show is open to the Public 09:00 to 18:30 daily.
- h) Exhibitors with large mobile units should arrange to have these in position at least one week before the Show. This is especially important when it is necessary to encroach on adjoining stand space to manoeuvre the unit into position.
- i) Goods and packages cannot be received by the Society and should not be sent to the Showground unless there is a representative on the stand to receive them.

17. AFTER THE SHOW

a) NO PART OF A STAND MAY BE CLOSED OR DISMANTLED UNTIL 18:30 ON THE LAST DAY OF THE

SHOW. Vehicles to be used for the removal of stands will not be allowed to enter the Showground until 19:00 on the last day of the Show, or such later time as circumstances may require.

EXHIBITORS IN BREACH OF THIS RULE MAY NOT BE INVITED TO ATTEND FUTURE SHOWS.

b) Open Space stands and exhibits must be cleared from the Showground by 17:00 on Wednesday 12th June. Shell Scheme and Covered stands must be cleared from the Showground by 21:00 on Sunday 10th June.

18. REINSTATEMENT OF GROUND

Any exhibitor who breaks the soil in the Showground for any purpose, must restore the same by 17:00 on Wednesday 12th June 2024 by which time the site of the stand must also be clear of all materials, rubbish, etc. Failing this, the Society will undertake any work required and charge the expense to the exhibitor.

19. SIGNS

- a) All Exhibitors must provide a clear sign bearing the name of the company or organisation as entered in the catalogue.
- b) All stands and/or sites allotted to Exhibitors will be clearly numbered by the Society. Stand number markers must not be removed, disturbed or obscured.
- c) Trade Stand signs must not be erected in a way that they overshadow a neighbouring stand.
- d) Exhibits must be so placed that they do not obscure the name of adjacent stands.
- e) Flagpoles and other structures must be erected not less than 10 feet/3 metres from any electricity or telegraph pole and at least 6 feet/2 metres clear from any electricity or telephone wires.
- f) The bottom of signs on shell schemes (which has been provided by the Society), must be level with the eaves and not exceed 4 feet/1.2 metres in height. Signs must be fixed so that no damage is caused to the canvas or the shedding. Under no circumstances must nails be driven through the canvas. ANYEXHIBITOR DAMAGING THE CANVAS IN ANY WAY WILL INCUR A PENALTY OF £50, PLUS THE FULL COST OF ANY REPAIRS REQUIRED.
- g) Barrage type advertising balloons may only be used with prior permission from the Trade Stand Office. They must be on a fixed line, firmly secured at 2 points.

20. LITTER, ETC.

Exhibitors must have their stands and immediately adjoining avenues cleaned up at the close of the Show daily, and any litter and refuse stacked and ready for collection by the Society's Contractors. Caterers and Exhibitors providing refreshments must provide their own bins for waste food and drink.

21. RADIO HANDSETS

Exhibitors wishing to use two-way radio equipment must have the appropriate licence from the Home Office for the use of the same. The Society reserves the right to limit the use of two-way radios on the site and request that the Society receives lists of frequencies which are to be used at the Show, at least one month prior to the Show. The Society also has the right to limit the number of frequencies used and the power of the equipment. Should an Exhibitor's frequency interfere with the Society's own equipment, the Exhibitor will be asked to change frequencies. At no time must C.B's VHF/FM or AM be used on the Showground during the week of the Show.

22. RADIO MICROPHONES

Exhibitors, Demonstrators or Display Acts wishing to use radio microphones during the Show are required to inform the Society or the Society's Contractor of the frequencies they are intending to use, at least one month prior to the event. In order to accommodate additional frequencies the Society will charge £10 + VAT per additional line. The Society or association reserves the right to limit the number of frequencies used and the power, should they interfere with the Society's own equipment or that of the main contractors. Any organisation using the same frequency would be asked to change frequencies or cease using the equipment.

23. AUDIO EQUIPMENT

No Exhibitor shall be permitted to use audio equipment including music as a sales aid or attraction without prior written permission from the Society. Subject to such written permission, the volume of sound equipment must be controlled to avoid annoyance to other Exhibitors or to the Public, and in any case, must not be at such a level as to exceed 80 decibels at source. The Chief Showground Steward's decision will be final as to the acceptable level of noise emanating from the stand.

Should the volume be increased following the decision on an acceptable level, the Chief Showground Steward is empowered to ban the use of said equipment for the remainder of the Show.

24. ADVERTISEMENTS

No Exhibitor or other person shall be allowed to affix any placard or advertisement to any part of the Society's plant or premises nor will any Exhibitor be allowed to distribute handbills or display advertisements on the Society's property except on their own stand. No kites or balloons will be allowed on the Showground and no Exhibitor will be permitted to advertise by means of aircraft, loudspeakers or trailing banners. The practice of flyposting leaflets on vehicles in car parks is strictly forbidden.

IN THE INTERESTS OF SAFETY, THE SALE, DISPLAY AND HANDING OUT OF KITES AND BALLOONS IS STRICTLY PROHIBITED.

25. COLLECTIONS, APPEALS & RAFFLES

The Society will only accept applications from Charities registered with the Charities Commission. Charitable and other institutions wishing to make appeals for contributions to their funds and/or to hold any type of draw must first obtain permission in writing from the Chairman of the Society, in the latter case, submitting a sample of any ticket to be used, plus full details of such proposed activity.

26. DOGS

Due to the large size of the Show dogs are not encouraged. All dogs must be kept on leads at all times and must not be left in cars. Dogs will not be allowed near Livestock, Food Halls, Marquees or in any part of the Members Pavilion.

This prohibition does not apply to Assistance Dogs.

27. RECOVERY OF FINES, FEES AND CHARGES

All fines, fees and charges shall be recoverable by the Society, and until payment is made, persons owing them shall be debarred from exhibiting at future shows of the Society.

28. EMERGENCY EVACUATION PROCEDURES

Exhibitors will be issued with an Emergency Evacuation Procedure Leaflet within their Exhibitor Pack. The instructions on this leaflet form part of the rules and regulations of the Society. IMPORTANT FIRE PROTECTION NOTICE ALL EXHIBITORS ARE REQUIRED TO SUPPLY A SUITABLE FIRE EXTINGUISHER OR EXTINGUISHERS IN THE INTEREST OF FIRE PRECAUTIONS, SOCIETY OFFICIALS MAY VISIT STANDS

- a) No heating or cooking appliance is permitted to be installed inside a tent or stand which is not specifically laid out for the purpose. Exhibitors wishing to use heating or cooking appliances for serving refreshments or other purposes in their stands or tents must have these appliances installed outside the tent at a safe distance from combustible materials, and heating appliances must be fixed securely on a non-combustible heat insulating base and surround on three sides by shields of similar material. The shields of non-combustible material should be at least 2 feet/60 cm away from combustible fabrics or other materials, and care must be taken to ensure that no combustible materials can be blown against the heaters. Heating appliances, gas piping and gas cylinders must be kept out of reach of the public and stocks of inflammable liquids and spare gas cylinders must be kept in a safe position outside the tents or stands, and care taken to avoid leaking or spilling. Tall cylinders, in particular, should be securely fixed by tying to a stake driven well into the ground.
- b) The Society reserves the right of inspection by one of its official representatives of all tents or stands and the officials shall have full authority to order that the use of any appliances or equipment be discontinued immediately if in their opinion they constitute a danger. All stands using bottled gas are required to have the installation checked by a qualified fitter to ensure that the apparatus is safely installed. The decision of the Society in this matter must be accepted as final.
- c) Exhibitors will realise that these precautions are essential and non-compliance with them renders the stand liable to closure.
- d) Exhibitors are advised to insure against fire, not only as regards their own property, but also against third party claims.

HEALTH AND SAFETY AT WORK ACT 1974 & FOOD SAFETY ACT 1990

Enforcement Officers from the local Authority will be undertaking spot checks for Health & Safety and Food Hygiene and if major contraventions are found, the Exhibitor will be asked to close his stand and leave the Showground immediately. No refund of fees will be given in these circumstances.

Risk Assessment

All Exhibitors must provide a written risk assessment and a Health & Safety Policy. You will also be asked to produce these if the local enforcing Authority inspects your stand.

Public Liability Insurance

All Exhibitors are required to have Public Liability Insurance and may be asked to provide a copy upon request. Working at Height on Temporary Structures Working at height should be avoided wherever possible, if unable to avoid then risks must be controlled. Risk Assessments and Method Statements must be provided to the Society prior to the show. Erection of temporary structures should be undertaken in a safe manner to ensure the health and safety of erectors and others who may be affected by their undertaking. If constructing roofs then appropriate access equipment must be provided and if necessary fall arrest systems and temporary mobile platforms must be provided in accordance with your risk assessments. All necessary equipment for the erection of temporary structures must be provided by the Exhibitor/ Contractor. Ensure all equipment is suitable for the task and all necessary health and safety checks on the equipment are undertaken. Exhibitors must comply with instructions provided by Society Stewards or the Heath and Safety Advisor.

Food Exhibitors

All Exhibitors selling food items must be registered with their local authority.

Smoking Ban

A no smoking policy is operative in all buildings and marquees on the Showground, and all enclosed trade stand areas where the Public may enter and where more than one employee has access at any one time.

First Aid

A suitable first aid kit must be provided in accordance with H & S Reg. 1981. Food Exhibitors must include coloured waterproof dressings in addition to standard requirements