

# Trade Exhibitor Terms and Conditions

Applicable to all stand space reservations

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**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.**

## **1. APPLICATION FOR SPACE**

- a. All applications must be submitted on the appropriate application form, which must be signed by the exhibitor or their representatives, such signature being an acceptance of the terms and conditions.
- b. A remittance for all charges must accompany the Application Form.
- c. A general Risk Assessment as well as a Covid-19 Risk Assessment must accompany the Application Form and remittance.
- d. The show will be run under secure Covid 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. ALLOCATION OF SITES**

- a. The allocation of sites and positioning of trade stand space will be entirely at the discretion of the Society, although every endeavour will be made to meet any requests made in writing by an exhibitor regarding the position of their stand. Notwithstanding layout changes applied by the Society, sites from the equivalent show in the previous year will be reserved until the closing date indicated on the application. Any site change requests must be made in writing and attached to the application.
- b. 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
- c. Site boundaries will be marked & in no circumstances will exhibitors be allowed to occupy a larger space than that allocated.
- d. No exhibitors, whether a charitable organisation or otherwise, may carry on activities outside the limits of their own stand.
- e. No exhibitor shall sublet any portion of space allotted to them or move to any site other than that allocated to them.

## **3. LATE ENTRIES**

Applications received closer to the show dates will be considered subject to available space.

## **4. CANCELLATIONS BY THE SOCIETY OR WITHDRAWAL OF SPACE RESERVED**

The Society reserves the right to postpone or cancel the Show or particular event or events if such cancellations or postponement arises out of strikes, lockouts, 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 10% 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 a deduction of an administration fee. The amount of the refund should be determined by the Board of Trustees whose decision is 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 up to 30 days prior to the date of the Show – 50% refund, after this time NO REFUND. Any outstanding balance at point of cancellation will be due for payment immediately.

## **5. 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.

## **6. SERVICES**

**ELECTRICITY** – Please indicate your requirements on your Application Form. The use of any generators including integral types is **strictly forbidden** on the grounds of noise and to ensure a safe and uniform standard of electrical installation is maintained. All electrical appliances must carry a current and valid Portable Appliance Test certificate (PAT). Mains Distribution Services (MDS) can carry out additional wiring and lighting. 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. FAILURE TO COMPLY MAY RESULT IN EVICTION FROM THE SHOWGROUND.

**WATER** – Please indicate your requirement on the Application Form regarding a water connection to fill pools and spas.

**GAS** – It is the responsibility of the exhibitor that any item of gas equipment forming part of a trade stand has a current CORGI 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 arrange for the item to be taken out of service.

**In the unlikely event of disruption or loss of all or any of the electricity or water supplies howsoever, arising, the Society will not be held responsible.**

## **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 a 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 ARE ADVISED TO INSURE AGAINST FIRE, NOT ONLY AS REGARDS THEIR OWN PROPERTY, BUT ALSO AGAINST THIRD PARTY CLAIMS.

## **8. DISCLAIMER OF LIABILITY**

a. 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.

b. Under the requirements of the Reporting of Accident, Disease 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.

## **9. EXHIBITION OF ANIMALS**

Exhibitors wishing to include livestock, animals or any living creature on their stand must first obtain the Society's approval.

## **10. REGULATION APPLICABLE TO MACHINERY IN MOTION, ENGINES, ETC.**

- a. Only smokeless fuels will be permitted during the time the Show is open to the public.
- b. All exhibitors during the erection and demolition of their stand, 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, strimmer's, choppers or similar equipment or where demonstrations could be a source of potential danger, must provide full details (including of separation barriers / screens or similar protection) in writing to the Society at least 29 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.
- f. The Society reserves the right 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.

## **12. EXHIBITORS' VEHICLE PASSES AND ADMISSION TICKETS**

Each exhibitor will be allocated two 2-day wristbands. Further wristbands may be purchased via the application form at a cost of £18.00 + VAT each. Wristbands must be worn at all times to gain admittance into the showground and whilst on the showground out of show hours.

## **13. ADMISSION OF VEHICLES, STAND PREPARATION AND REMOVAL OF EXHIBITS**

a. Set-up times will be from Thursday 24th April for outside stands. For the Pavilion & Food Hall from Friday 25th April. On Friday the buildings will be opened at 8.00am and locked at 7.00pm. On Saturday the Pavilion will be opened from 7.00am and locked at 7.00pm. On Sunday it will be opened at 7.00am and locked at 8.00pm. The Food Hall will be open on Saturday from 6.00am and locked at 7.00pm. On Sunday it will be opened at 6.00am and locked at 8.00pm.

- b. With regard to the buildings, all wet or greasy goods are to be put on polythene sheets.
- c. No adhesive tape is to be used on floor surfaces, and if food spillages are likely please ensure that the floor is adequately protected.
- d. The maximum length of tent/marquee pegs is 900mm, stakes longer than this, are not permitted to be used.
- e. All paint and varnish used must be dry by 8.00am on the first day of the Show.
- f. There will be no vehicle movement on the showground after 8.30am, all vehicles not forming part of the trade stand should be parked in the appropriate parking area. All stands are to be open and ready for business by 8.45am until 5.00pm on both Saturday 26th & Sunday 27th April.
- g. No part of a stand may be closed or dismantled until after 5.00pm on the last day of the Show, failure to comply with this regulation may exclude you from exhibiting at future shows.
- h. Vehicles to be used for the removal of stands will not be allowed to enter or move on the Showground whilst the public are still in attendance, or such later time as circumstances may require.
- i. All stands and goods are to be removed no later than 12noon on Monday 28th April, with the exception of the Buildings where exhibitors who must be cleared by 8.00pm Sunday 27th April
- j. All Trade Exhibitors are requested to move all vehicles that do not form part of their exhibit to the Exhibitor Car Park.

#### **14. REINSTATEMENT OF GROUND**

Any exhibitor who breaks the soil in the Showground for any purpose, must restore the same by 12.00 noon on the day after the Show, 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 expenses to the exhibitor.

#### **15. SIGNS**

- a. All exhibitors must provide a clear sign bearing the name of the company or organisation as entered in the catalogue.
- b. 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.
- c. Barrage type advertising balloons may only be used with prior permission from the Society. They must be on a fixed line, firmly secured at 2 points.

#### **16. LITTER**

Exhibitors must have their sites and immediate area 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.

#### **17. RADIO HANDSETS**

- a. Exhibitors wishing to use two-way radio equipment must have the appropriate licence.
- b. The Society reserves the right to limit the use of two-way radios on the site and request that the Society receives a list of frequencies which are to be used at the Show at least one month prior to the event.
- c. The Society also has the right to limit the number of frequencies used and the power of the equipment.
- d. Should any exhibitor's frequency interfere with the Society's own equipment, the exhibitor will be asked to change it.
- e. At no time must C.B.'s VHF / FM or AM radios be used on the Showground during the Show.

#### **18. RADIO MICROPHONES**

- a. Exhibitors, demonstrators or display acts wishing to use radio microphones during the Show are required to inform the Society of the frequencies they are intending to use, at least one month prior to the event.
- b. The Society reserves the right to limit the number of frequencies used and the power, should they interfere with the Society's own equipment. Any organisation using the same frequency would be asked to change frequencies or cease using the equipment.

#### **19. 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 5 metres. The Society'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 Society is empowered to ban the use of said equipment for the remainder of the Show.

#### **20. "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.

#### **21. COLLECTIONS, APPEALS AND 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 CEO of the Society, in the latter case, submitting a sample of any tickets to be used, plus full details of such proposed activity. (Please note 2d)

#### **22. DOGS**

All dogs must be kept on a lead at all times. Dogs will not be allowed in any buildings, Food or Craft Marquees. This regulation does not apply to Guide Dogs.

#### **23. NON COMPLIANCE WITH REGULATIONS**

- a. 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.
- b. The South Of England Agricultural Society will not be responsible for death, injury, disease or loss caused to any exhibitor or to his or her servant or agent, or to any animal, insect, bird or thing of whatsoever nature, exhibited by the exhibitor.
- c. The exhibitor shall assume full responsibility, including all claims arising out of the exhibition, handling or housing of such exhibits and the conduct of the stand generally.
- d. 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 his exhibits at the South of England Showground.

#### **24. RECOVERY OF FINES, FEES OR 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 held by the Society.

#### **25. EMERGENCY EVACUATION PROCEDURES**

All exhibitors must follow the directions of the Stewards and or officials for their area without question.

#### **26. IMPORTANT FIRE PROTECTION NOTICE**

a. **ALL EXHIBITORS ARE REQUIRED TO PROVIDE A SUITABLE FIRE EXTINGUISHER OR EXTINGUISHERS IN THE INTEREST OF FIRE PRECAUTIONS, COUNTY FIRE OFFICERS MAY VISIT STANDS.**

b. It is not permitted to install any heating or cooking appliance 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 surrounded on three sides by shields of similar material. The shields of non-combustible material should be at least 2 feet / 60cms 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 tent or stand, 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. Strictly no Halogen lights.

c. The Society reserves the right of inspection by one of its official representatives of all tents or stands and the official 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.

d. Exhibitors will realise that these precautions are essential and non-compliance renders the stand liable to closure.

e. Exhibitors are advised to insure against fire, not only as regards their own property, but also against third party claims.

#### **27. HEALTH & SAFETY AT WORK ACT 1974 AND 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 their stand and leave the Showground immediately. No refund of fees will be given in these circumstances. **Risk Assessment** All exhibitors must have written risk assessments and a Health & Safety Policy, you will be asked to provide these if the local enforcing Authority inspects your stand.

**PUBLIC LIABILITY INSURANCE** All exhibitors are required to have valid Public Liability Insurance to the value of at least £5m, and may be asked to provide a copy upon request.

#### **28. SALE OF ALCOHOL**

All sales of alcohol on the Showground will operate under the Society's premises licence; cost per exhibitor is £15.00 + VAT. A copy of the Personal Licence must also be forwarded to the Society at time of application. Alcohol can only be sold or authorised by an individual who holds a personal licence. Alcohol is defined as any drink or product with an ABV of over 0.5%. This means that 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 age 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, The Protection of Children from Harm

#### **29. SMOKING LEGISLATION**

In accordance with the Health Act 2006, smoking is prohibited in all buildings and marquees and enclosed trade stand areas where the public may enter and where more than one employee has access at any time.

#### **30. FIRST AID**

A suitable first aid kit must be provided in accordance with the Health and Safety (First Aid) Regulations 1981. Food exhibitors must also include coloured waterproof dressings in addition to the standard requirements.