

#### **PREAMBLE**

The purpose of organising the Taunton Flower Show is to provide space for attractive and educational exhibits of a high standard, which will be both pleasurable and instructive and to enable Exhibitors to promote their plants and products.

#### **DEFINITIONS**

- 1. For the purposes of these rules and regulations:
  - a. "the Society" means The Taunton Deane Horticultural and Floricultural Society.
  - b. "Exhibitor" means the organisation, person, company or entity and/or their employees and contractors taking stand space at the Show, whether for trading or exhibition purposes.
  - c. "the Show" means an event held or promoted by the Society at which an Exhibitor takes stand space, or Exhibitors take stand spaces.
  - d. "The Showground" is the area in which the Society holds the Show and includes car parks, access areas, entrances and exits.

Exhibitors must comply with all the rules and regulations detailed here and in sub regulations that may be written by the Society.

The Society has overall jurisdiction and its decision is final.

## **BOOKING YOUR TRADE STAND**

### **All Applications**

- 2. Exhibitors must fill in an application form online which can be found via the Society website.
- 3. All forms should be checked carefully before submitting to ensure all information regarding the Exhibitor's stand size and other relevant details have been entered correctly.
- 4. Application forms and all other relevant paperwork must be completed and returned to the Society before the closing date.
- 5. Any queries should be emailed to traders@tauntonfs.co.uk
- 6. A deposit of 50% of the advertised pitch fee must be paid upon submission of the application form. The remaining payment will be due in accordance with the details on the invoice.
- 7. The deposit will be returned if the application is not successful.
- 8. The balance of the pitch fee must be paid upon acceptance of the application.
- 9. Please note that stands are re-numbered every year and as such any given Exhibitor's stand number may change from the previous year.



### **Booking Space**

- 10. Exhibitor spaces are only confirmed once full payment has been made.
- 11. The details provided on the application form must allow sufficient room to accommodate any tow bar, marquee, gazebo, etc., INCLUDING guy ropes and foot plates. Encroachment onto any adjoining Exhibitor space is not permitted.
- 12. Exhibitors are only allowed to sell/promote the goods listed on their given application form.
- 13. Catering applications will only be reviewed on the submission of a detailed menu including weights and prices.
- 14. Caravans and other vehicles that do not form part of a stand ARE NOT ALLOWED to park on any Exhibitor space
  - These must either be parked in an off-site carpark or in the appropriate Exhibitor carpark.

#### **Risk Assessments**

15. Exhibitors must submit a full and satisfactory health and safety risk assessment. A return stating that no risks are identified is unacceptable. Application forms without a complete or satisfactory risk assessment will not be accepted. The decision of the Society as to whether a risk assessment is complete or satisfactory is final. Passes will not be forwarded unless a suitable risk assessment has been returned and approved. A copy of your risk assessment must be available on the stand for possible inspection by officials during the show.

#### Allocation of Sites

- 16. The allocation and positioning of an Exhibitor space is at the sole and absolute discretion of The Society.
- 17. Site boundaries will be marked and in no circumstances will Exhibitors be allowed to occupy a larger space than, or a different space from, that allocated to them. All activity must be contained within the limits of the allocated stand space unless the Society gives permission.
- 18. No Exhibitor shall share occupation of any part or portion of the space allocated to it and/or part with occupation of the whole of such space and/or or move to any site or stand other than that allocated to it by the Society.
- 19. Product exclusivity will NOT be offered to any Exhibitor, and the Society will not be held responsible for the existence of any form of competition for any reason.

## **Programme Entry**

- 20. Programme entries for each Exhibitor are provided free of charge in the official Show programme. Exhibitors are asked to complete the relevant details (not to exceed 20 words) on the application form by the closing date.
- 21. Late, incomplete or illegible entries may be excluded from the catalogue.
- 22. The Society reserves the right to edit entries received.



#### **Cancellation Policy**

23. Cancellation by an Exhibitor of any reserved stand space must be notified to the Society in writing. The Society reserves the right to re-let any cancelled space.

Charges for cancellations are as follows:

- i. Three months or more prior to the Show: 20% of total stand cost.
- ii. Two months or more but less than three months prior to the Show: 50% of total stand cost.
- iii. Less than two months prior to the Show: 100% of total stand cost.

In the event of cancellation, the Society will deduct the applicable cancellation charge from any payment date and refund any remaining balance. If the applicable cancellation charge exceeds the amount already paid, the Exhibitor shall pay the cancellation charge less any amount already paid in accordance with the Society's invoice.

The Society may cancel any stand space or any agreement relating thereto at any time subject to giving at least thirty days prior written notice – where possible - of such cancellation to an Exhibitor and, in that event, shall return to The Exhibitor any payment that such Exhibitor has made to the Society subject to all terms and conditions having been met.

#### **Refusal of Applications**

- 24. The Society reserves the right to reject any application for Exhibitor space.
  - a. In the event of rejection or cancellation the Society will not enter into correspondence on the subject but will refund any fees paid;
  - b. in the event of cancellation, refund any fees which may be repayable in accordance with the cancellation policy set out in paragraph 24 above.

## Services - Water and Electricity

- 25. Water supply is available at many points in The Showground. However, connections may NOT be made to individual stands.
- 26. There will be standpipes in the vicinity of the catering areas. All waste water must be removed from the showground.
- 27. Application for Electricity supply is part of the stand application. Late bookings will be accepted at the sole and absolute discretion of the Society and its electrical contractor but may be subject to a surcharge.
- 28. Exhibitors must comply with all legal, statutory and regulatory requirements.
- 29. All equipment brought onto the Showground and/or placed or used on a stand by an Exhibitor must be appropriately tested and display an up-to-date PAT label/certificate. Otherwise, the Society's contractor will not connect the equipment to the electrical supply.
- 30. The use of generators by Exhibitors is not permitted.
- 31. The Society will not be liable, under any circumstances, for any costs, losses or damages arising from any disruption to, or loss of, any or all of the electrical and water supply.
- 32. The Society reserves the right to refuse to provide a service to faulty equipment either before or during the Show. No refund of charges will be made in respect of non-connection or discontinued supplies.



## **Tickets & Passes**

- 33. PASSES WILL NOT BE SENT UNTIL FULL PAYMENT and RISK ASSESSMENTS HAVE BEEN RECEIVED.
- 34. As standard, Exhibitor passes (valid for the 2 days of the Show), and vehicle permits will be issued before the Show.
- 35. These passes are for the use of people manning the stand during the Show and must not be used by Exhibitor customers.
- 36. Any additional passes required must be purchased in advance of the Show.
- 37. Any Exhibitor failing to bring their Exhibitor passes to the Show will need to buy replacements to enter the Show.

# **SETTING UP, SHOW DAYS & BREAKDOWN**

## Vehicles on the showground

- 38. Exhibitors shall comply with the directions of the Society in relations to vehicles on the Showground.
- 39. In adverse weather conditions or emergency situations, the Society reserves the right to restrict vehicular access to the Showground at any time to protect the ground.
- 40. In the event of poor ground conditions, the Society may be in the position to offer assistance to move vehicles and trailers on and off the showground. The Society accepts no liability for any damage resulting from towing or otherwise assisting in moving vehicles.

#### **Setting Up Entry Times to the Showground**

- 41. Access times to the Showground will be detailed in a confirmation letter.
- 42. Exhibitor passes are required to access the Showground during build up. All staff, contractors and helpers must be in possession of an Exhibitor pass during this time. Anyone found without an Exhibitor pass will not be admitted onto and/or will be required to leave the Showground. Exhibitors are strongly advised to have their stands in place by 19.00 hours on the day before the Show opens. After this time there may be no staff available to assist.
- 43. Heavy exhibits and equipment deliveries should ideally be completed at least 48 hours before the Show opens. Please inform the show team of any deliveries expected to the site.
- 44. Exhibitors will be directed to remove any vehicles without the appropriate pass found on the Showground from 08.30 hours on Show days.
- 45. No turf may be removed, or any excavation made in the ground for construction of displays, without permission from the Society.
- 46. Exhibitors are not permitted to remove or obscure any Show notices, nor attach anything to any building, structure, item or furniture or to trees, nor may the layout or arrangement of the park be altered in anyway. The use of gravel and/or stones is not permitted on any grassed areas.

#### **Show Day Times**

- 47. STANDS MUST BE OPEN BY SHOW START TIME, AND REMAIN OPEN EACH DAY UNTIL CLOSING AS FOLLOWS:
  - a. Friday: 0930 hours to 1800 hours.
  - b. Saturday: 0930 hours to 1700 hours.



## Waste and Recycling

- 48. Exhibitors must maintain and leave their Exhibitor space and surrounding area in a clean, tidy and hygienic condition.
- 49. Any Exhibitor leaving litter around their stand must pay to the Society on demand the costs (including staff costs) incurred by the Society in removing it.
- 50. The removal of all waste and recycling together with any necessary reinstatement must be completed by midnight on the last day of the Show.

## **Catering Units**

- 51. Catering providers are required to comply with all current regulations relating to Environmental Health and Health and Safety at Work. Caterers are required to observe best practice with regards quality, hygiene and presentation. During the show the Local Environmental Health Officers will visit the show to inspect each catering unit. Please ensure you have your food hygiene certificate available for inspection.
- 52. Each caterer must provide bins, along with tables and chairs.

#### Sale of Alcohol

53. Exhibitors intending to sell alcohol on their stand must comply with all statutory regulations, and have their own TENs licence.

## **Charity Collections**

- 54. Lotteries and raffles are prohibited, except as mentioned in the next paragraph.
- 55. Applications for permission to hold a lottery or raffle will be considered by the Society in its sole and absolute discretion.

## **Disabled Access**

- 56. Under the Disability Discrimination Act 1995 everyone has the right to have access to stands. Any queries regarding this should be initially directed to the Society.
- 57. The Disability Rights Commission can be contacted on 0845 622 633 or email <a href="mailto:enquiry@drc-gb.org">enquiry@drc-gb.org</a>.

#### Dogs

58. The Society only allows visitors' assistance dogs access to The Show. No other dogs are permitted, ASSISTANCE DOGS MUST BE KEPT ON A LEAD AT ALL TIMES.

#### **Employment of Children**

59. No child under 15 years of age may be employed at The Show.

## Fire Extinguishers

60. Every stand must be equipped with firefighting facilities, which must be easily accessible and maintained in a functional condition.



- 61. All materials used in the construction of stands and displays, including all fabrics, must be fire resistant. Items of an inflammable nature, including gas cylinders, primus stoves or similar equipment, are not permitted on the Showground without prior written permission from the Society.
- 62. Fire exits must be kept clear at all times and may not be obstructed for any reason at any time
- 63. All halogen display lighting should be of a type that is totally enclosed or so designed as to provide a suitable and adequate guard to cover the lighting element. The rating of any halogen display lighting should not exceed a maximum of 300 watts.

#### Floral Oasis/Foam

64. The society is encouraging the use of alternatives to floral foam. Exhibitors who use floral foam should use a biodegradable version.

## Signs, Advertising. etc.

- 65. All Exhibitors must provide a clear sign bearing the name of their business or organisation as entered in the Show programme.
- 66. Signs must not obscure exhibits or other signs on neighbouring stands.
- 67. Except on Exhibitors' own stands, no Exhibitor or other person shall fix or distribute any placard, leaflet or advertisement in any form on any part of the Showground, its avenues, car parks, adjoining land or roadsides.
- 68. No microphones may be used by Exhibitors for advertisement purposes within the marquees.

## **Smoking Policy**

69. Smoking is not permitted on the Showground

## **Dismantling of Stands and Breakdown**

- 70. DISMANLTING OF TRADESTANDS MAY NOT COMMENCE EARLIER THAN 1700 HOURS ON THE LAST DAY OF THE SHOW OR BEFORE IT IS SAFE TO DO SO.
- 71. Exhibitors must remove not only their exhibits, but all the structures and all materials introduced by them and must leave the Showground in the same condition as they found it. Any breach of this provision will render the Exhibitor liable to pay to the Society on demand the Society's costs (including staff costs) of all reinstatement work.
- 72. The removal of all exhibits and materials together with any necessary reinstatement must be completed by midnight on the last day of the Show.
- 73. An Exhibitor who unexpectedly becomes unable to comply with this requirement must consult the Society to agree a time for removal from site.
- 74. An Exhibitor leaving items on site after Saturday evening does so at its own risk.

## **HEALTH AND SAFETY**

75. Exhibitors are reminded that they are responsible for the observance by themselves, their employees and their contractors of all applicable health and safety legislation.



- 76. The local authority inspectors will enforce these requirements. The Society may offer advice to Exhibitors if requested but Exhibitors remain solely responsible for their own compliance with health and safety legislation (and that of their employees and contractors).
- 77. Should any problems arise during set up/breakdown periods and/or on Show days, Exhibitors must ensure that any risk to health is minimised, and all necessary precautions taken.
- 78. In the event of an accident or mishap on site the Society must be notified immediately at the Show Information Tent, or via the nearest control point.
- 79. First Aid facilities are present throughout the Show during set up, breakdown and opening hours.

## **FOOD SAFETY**

80. Exhibitors providing edible foodstuffs/ catering on their stands whether the food is for sale or not, must conform to all applicable legislation.

## **INSURANCE**

- 81. Exhibitors shall for the duration of the Show maintain their own insurance in respect of
  - a) Public liability insurance with a minimum limit of indemnity of not less than £5m.
  - b) Exhibits and stock
  - c) Loss of profits however incurred
  - d) Employer's Liability. If the Exhibitor employs anyone, employers' liability insurance must be in force. 'Employees' includes include volunteers, casual or temporary workers and 'self-employed' persons.

#### **INSURANCE AND LIABILITY**

- 82. Exhibitors shall comply with and adhere to:
  - a) all health and safety statutes, rules and regulations, all food hygiene policies, and all other legislation, statutory rules and regulations which may be relevant to the Show and
  - b) all terms and conditions of any insurance or underinsurance and all other matters and requirements relative to the Exhibitor's insurance
- 83. The Society shall not be liable for any loss, injury, or damage to any article or property exhibited or brought onto the Showground by an Exhibitor.
- 84. Each Exhibitor shall indemnify and hold harmless the Society against all claims that may be made against the Society in respect of any matter arising out of such Exhibitor's presence or activities at or in connection with the Show save only in respect of any injury caused by or arising out of the negligence of the Society or its servants, agents or contractors.



## Limitation of liability

- 85. The Society reserves the right in its sole and absolute discretion to postpone, cancel, abandon or curtail the Show. Where such a decision is made howsoever arising, any refunds will be made at the discretion of the Society.
- 86. The Society shall not be liable for any costs, loss or damage arising from any error in the apportionment of space or for any encroachment by an Exhibitor on the space apportioned to another.
- 87. The Society will not be liable or held responsible at any time for any loss or damage suffered by or caused to any stands, exhibits, goods, vehicles, machinery, plant or items whatsoever of any third party whether during the build-up, the Show or during breakdown whether or not occurring on any part of the Showground.
- 88. Each Exhibitor shall bear the risk of any loss, injury or damage to any article or property exhibited or brought on to the Showground by or for such Exhibitor (and accordingly the Society shall have no liability for any such loss, injury or damage), and the Exhibitor shall indemnify the Society in respect of any such loss, damage or injury.
- 89. Each Exhibitor shall indemnify the Society in respect of any costs, loss, damage or injury arising out of any misconduct or negligence by its agents, servants or contractors.