

## **NANTWICH SHOW TRADE STAND TERMS & CONDITIONS**

**By completing the online Trade Stand Booking form, you are confirming your acceptance of the following rules of the Nantwich Agricultural Society, in place for participation in the one-day Nantwich Show at Old Hall Farm, part of the Reaseheath College land.**

### **1. DISCLAIMER OF LIABILITY**

The Nantwich Agricultural Society reserves to its Executive Directors the sole right of decision to postpone, cancel, abandon or curtail the Show. Where such decision arises from directive, happenings or circumstances outside the control of the Show, it shall not create liability to claim for loss or damages, nor for the refund of any fees or charges paid.

We will endeavour to update information concerning problems on our website ([www.nantwichshow.org](http://www.nantwichshow.org)) and Facebook.

The Nantwich Agricultural Society, or its officers will not be responsible for, or accountable to, any person whatsoever for any damage or loss to their property or for any accident or injury fatal or otherwise or for any disease, damage or loss that may occur to any person excepting only death or personal injury arising directly from the negligence of the Nantwich Agricultural Society, its directors, officers or employees, whilst upon the Old Hall Field or Reaseheath College Campus.

Excepting only the case of death or personal injury arising directly from the negligence of the Show or its officers, the said Show, its officers or employees will not be responsible under any circumstances whatsoever for any accident, loss or damage that may occur to or be caused by any animal, article or vehicle exhibited or brought onto the Old Hall Farm or Reaseheath Campus.

Save as aforesaid, each exhibitor or competitor shall be held solely responsible for any accident, loss, injury or damage that may occur to or be caused by any animal, article or property exhibited or brought onto Old Hall Farm or Reaseheath Campus or car parks by the exhibitor or competitor and that exhibitor or competitor shall indemnify the Show against any damages or claims whatsoever and any legal proceedings arising.

Exhibitors shall be held liable for the behaviour and for any misconduct or negligence of their employees, volunteers or contractors.

The Nantwich Agricultural Society shall not be liable for any loss of income or damage arising from any error in the appointment of space or for any encroachment by an exhibitor on the space apportioned to another or from the weather.

The Nantwich Agricultural Society cannot be held liable for cancellation of the Show at short notice due to any reason – in particular, weather, human or animal disease.

### **2. TRADE STANDS**

- The Showground is a greenfield site. There are no permanent roads, tracks or hardstanding.
- There are no overhead or underground power lines and trade stands must provide their own power supplies if required - any generator must be of the silent type, petrol fuelled generators are not allowed.
- Drinking water is provided around the Showground
- The Trade Stand Stewards can advise on locations if required.

- The siting of Trade Stands will be at the discretion of the Nantwich Agricultural Society.
- No Trader has the right to claim a particular site.
- Any space allotted which is not occupied by 8.00am on Show Day will be considered not required and The Nantwich Agricultural Society reserves the right to reallocate such space.
- No stand holder will be permitted to sublet or exchange a stand, or charge for admission to any stand, or permit anyone else to use any part of the stand, without prior agreement with Nantwich Agricultural Society.
- The Nantwich Agricultural Society reserves the right to refuse any application without giving a reason and to cancel or postpone the Show for whatever reason.
- The fee paid is for space only. Exhibitors must provide their own marquee, tent or covering (except Food Hall or Town & Country Marquee).

## **2.1. TRADE STAND BOOKING**

- All entries must be submitted via the online reservation form.
- The submission of the online application constitutes acceptance of this Traders Agreement document (last updated November 2022)
- The right is reserved, by the Nantwich Agricultural Society, to decline or cancel any application or booking and to restrict the number of trade stands notwithstanding acceptance of any payment and without being requested to state any reason for doing so.
- The allocation of space will be left to the Nantwich Agricultural Society.
- Upon receipt of the Trade Stand booking form by the Society, the exhibitor has entered a contract to take trade stand space.
- The exhibitor is obliged to pay all outstanding monies, whether an invoice has been issued or not, by the due date.

## **2.2. STAND MARKERS**

- Stand holders must not encroach on adjoining stands or obstruct avenues when erecting their own stands nor during the time the Show is open.
- Your stand will be marked, and Trade Stand Stewards are available if there is any query.
- You must ensure that the whole of your exhibit, especially for trailers and associated structures and parts, such as marquees, ropes, tow bars, pegs and plates, are within the measurements of your site and do not extend beyond the boundaries in any way.
- When calculating space for display vehicles, please allow sufficient space to manoeuvre a vehicle into position without interfering with adjacent sites.

**Any stand offering ready to eat food or drink on site must declare this at application stage and enter as an outside catering stand.**

## **2.3. TRADE VEHICLES**

- A Trade Vehicle Pass will be issued to each stand holder to admit ONE Trade Vehicle to unload in the Showground.
- Additional vehicles must be pre-booked and display a vehicle pass otherwise they will not be admitted onto the Showground.
- Please keep to the Avenues whilst driving around the showground and do not drive on other people's stands.
- Once the vehicle has been unloaded, it must be removed to an outside car park as soon as possible and by 8.00am on Show Day at the very latest.
- No trade vehicle will be allowed to stay on the Showground unless it forms part of the Trade Stand display or has been previously agreed with the Nantwich Agricultural Society to stay on the stand to hold stock.

- Any vehicle left on the trade stand for the duration of the Show MUST fit within the allocated perimeters of your stand.
- Any vehicles causing an obstruction in any form may be towed away (for which no liability for damage can be accepted).

#### **2.4. TRADE SET UP AND TAKE-DOWN (Rules on the Day)**

- The Showground will be open for the erection of trade stands at the following times:
  - from 11am - 6pm on the Sunday before the Show
  - 8am - 8pm on the Monday and Tuesday before the Show
- Every trade stand MUST BE SET UP BY 8:00am on Show Day
- Under no circumstances can a trade stand begin packing up before 5.30pm on Show Day.
- NO movement of vehicles before 6:00pm on Show Day
- Every pitch must be cleared by 5pm on Thursday after Show Day.
- Traders are responsible for clearing ALL litter in the vicinity of their stand on Show Day and taking it away with them.
- Trade stands that leave litter will be charged for the removal of their rubbish.
- On Show Day, Exhibitors requiring refreshment supplies and/or stock to be delivered to their stands must arrange for such deliveries to be completed before 08.30.

#### **3. INSURANCE**

- All exhibitors must have in place up to date, suitable public liability insurance to a minimum value of £5million and must provide the Nantwich Agricultural Society with a copy of their certificates (*not the employers' liability certificate*).
- Photocopies of Market Traders' Association cards are acceptable.

#### **4. EXHIBITOR CONTRACTORS**

- Exhibitors are responsible for the control and health & safety of their contractors.
- Exhibitors will be held responsible for the adequate fencing of all exhibits and erections (including tent pegs) that may be dangerous to Show visitors.
- All mechanical and hydraulic devices must be guarded and safely secured.
- Exhibitor contractors are permitted to enter the Showground for their sole purpose of providing a service to their client at their stand.
- All exhibitor contractors must provide identification to Show Security on arrival
- All exhibitor contractors must sign in and out of the Showground
- No contractors are permitted to be on the Showground after 8pm or overnight unless in receipt of written permission from The Nantwich Agricultural Society

#### **5. TICKETS & PASSES**

- Each Exhibitor receives two tickets. Additional Exhibitor tickets (for representatives and catering staff) may be purchased and can be ordered on the Trade Stand Booking Forms.
- All tickets / passes are non-refundable, and no refunds or replacements will be given in respect of any lost, forgotten admission passes. It is the responsibility of the person booking the stand to distribute tickets/passes to their staff.

#### **6. HEALTH & SAFETY RISK ASSESSMENTS**

- All exhibitors must complete a risk assessment form to cover the setting up, operation on the day of the Show and dismantling of their trade stand.
- One copy must be uploaded on to the electronic booking form.
- A copy must also be available on the trade stand for the duration of the Show for inspection.
- If livestock forms part of your Trade Stand, please include them in your risk assessment.

- All machinery must be protected from the general public in accordance with HSE regulations.

In order to comply with The Regulatory Reform (Fire Safety Order) 2005, all trade stands must give due consideration to the possibility of fire and must include this within their Risk Assessment. For more guidance please visit [www.hse.gov.uk](http://www.hse.gov.uk). If, in your opinion, there is no risk please print no significant risk.

## **7. FIRE PRECAUTIONS**

- Show policy is that the provision of a fire extinguisher on all catering stands or those providing heating facilities eg kettle or urn is now adhered to.
- Traders are required to provide one on each stand with type and size depending on the risk assessment.
- Where gas rings are used to heat boilers etc, they must be stood on non-combustible material that will not transmit heat and not near marquee walls. They must not be stood directly on grass.
- Exhibitors using flammable material on their stands must take special precautions against fire and in all cases must provide fire extinguishers designed to deal with the risk.
- Exhibitors must comply with The Regulatory Reform (Fire Safety Order) 2005 and The Smoke free (Premises and Enforcement) Regulations 2006 requirements.
- The Show risk assessment form must be completed and appropriate mitigation measures in place if a fire risk is identified.

All LPG cylinders must be installed and operated in accordance with HSE requirements and guidance can be found in the Nationwide Caterers Association document for LPG and LPG fired Equipment in Tented Structures, Stalls and Gazebos.

[https://www.ncass.org.uk/wp-content/uploads/2020/06/lpg-installation-in-marquees\\_v5.pdf](https://www.ncass.org.uk/wp-content/uploads/2020/06/lpg-installation-in-marquees_v5.pdf)

The Show reserves the right to close down a Stand without the appropriate fire extinguisher. Officials of the Show and representatives of the Fire Service may inspect any stand and shall be entitled to order the immediate removal of any equipment or structure, which, in their opinion, constitutes a fire hazard.

Emergency exits must be provided in marquee and caravan type exhibits and be clearly marked.

All marquees and tents etc. should be constructed from fire retardant materials. Straw/hay must not be used as any part of any indoor exhibit.

## **8. Code of Practice for Safety and Accident Prevention**

- All persons, firms, exhibitors, contractors, societies etc. admitted to the Reaseheath Old Hall shall be subject to the Health & Safety Policy and Arrangements document prepared by the Show as required by the Health & Safety at Work Act 1974.
- Exhibitors are reminded that they are responsible for the observance, by themselves, their employees and their contractors, of the Health and Safety at Work Act 1974 and the relevant statutory provisions that cover all safety regulations.
- They must be able to provide proof (either in the form of a letter or certificate) that all marquees/tents and other large structures are erected in a safe manner.
- Exhibitors must be able to contact contractors in case of emergency.
- These requirements may be enforced by Government Local Authority Inspectors. Trailing cables from generators etc. should not cross walkways. Guy ropes etc. should be highlighted.
- Other structures must be securely fixed or tethered to ensure safety.

## **9. Medical Facilities**

- Medical services will be provided on the Showground during the Show's opening hours.
- For out of hours services please telephone 111 for medical advice and 999 for emergencies. The Reaseheath Old Hall postcode is CW5 6EL.
- A & E unit is available at Leighton Hospital Middlewich Rd, Crewe CW1 4QJ (4.5 miles) Tel 01270 612159 open 24 hrs.

## **10. Food Hygiene**

- Responsibility and full compliance with statutory regulations is required. Further advice and information on food safety and associated laws can be obtained from the Food and Safety Team at Cheshire East Council
- [www.cheshireeast.gov.uk/business/environmental\\_health/food\\_safety](http://www.cheshireeast.gov.uk/business/environmental_health/food_safety)
- Food hygiene certificates, where relevant, must be available for inspection at the Show if required and uploaded onto the electronic booking form
- Toilet and handwashing facilities are provided on site.

## **11. ALCOHOL**

- Exhibitors are responsible to ensure that no alcoholic liquor is obtained from their stand by persons under 18 years.
- All exhibitors selling alcoholic liquor will need to apply for a personal licence from Cheshire East Council and complete the Alcohol & Hospitality section of the electronic booking form
- Please remember this is a family event and the excessive consumption of alcohol on trade stands is not seen favourably.

## **12. RUBBISH AND LITTER**

- Exhibitors are required to maintain their stand space and surrounding area in a clean, hygienic condition.
- Exhibitors are requested to minimise the amount of plastic and other waste they bring with them to the Show.
- On closure of the Show and after dismantling their stand, exhibitors are asked to collect up and take all their rubbish away with them.
- Exhibitors are required to ensure the removal of all refuse and litter from trade stand sites, giving special attention to glass, bottle tops, nails, cable ties and wire, also paper left inside marquees.
- In the event of failing to clear and restore a site, the Show will undertake the work and charge it to the exhibitor concerned and you may not be invited back to the event in future years.

## **13. SECURITY**

- Exhibitors' property is left entirely at their own risk and exhibitors are advised that anything of value that can easily be stolen should be secured or removed overnight and not left unattended even after the Show.
- There is general onsite security provision from the Monday to Thursday of Show week, however, this is for the general security of the site and not specific stands.
- Security guards contracted by the Nantwich Agricultural Society are not expected to inspect or look out for any individual trade stand.

## **14. ADVERTISING**

- The use of loud speakers within your trade space is prohibited
- Exhibitors are not permitted to run raffles, games of chance, or draws, except by special permission of the Show.

- No person shall fix notices or placards or canvas show visitors in any part of Reaseheath Campus or car parks other than within their own stand space or with the Show's permission.

#### **15. Loud Speakers and Noise**

- Written permission is required for anyone planning to use audio equipment (including music) on their stand.
- Any Exhibitor that causes annoyance to neighbouring Exhibitors or to the public with smoke, noise or smell from their stand will be asked to stop the activity.
- The Trade Stand Secretaries' decision is final and they are empowered to enforce a ban for the duration of the show.
- The Trade Stand Secretary reserves the right to forbid any generators that, in their opinion, cause a nuisance or do not comply with current legislation.

#### **16. Cancellation**

- Any exhibitor wishing to cancel their contract should give the earliest possible written notice to the Nantwich Agricultural Society.
- No entry fees, deposits, outstanding or paid, can be returned without authority from the Show.
- Each case will have to be assessed individually if a cancellation occurs prior to 10 July, and an administration charge of 25% will be deducted from any refund.
- After this date the Show will use its discretion as to whether any refund will be made. The Show reserves the right to occupy or re-let any site in respect of which notice is given.

#### **17. Data Protection**

- The Show and all Trade Stand Exhibitors must adhere to GDPR guidelines. All information supplied by Traders will be published in the Catalogue and passed on to potential customers if asked for.
- If you do not wish us to include you in the catalogue or pass on contact information to potential customers please e-mail or put your request in writing to the address on the attached application form. [info@nantwichshow.org](mailto:info@nantwichshow.org)