

## **Bye-Laws and Regulations**

### **Privacy Policy**

The Royal Cornwall Agricultural Association privacy policy sets out the basis on which any personal data we collect from you, that you provide to us or that we may receive from others about you will be processed by us. It includes data that we hold electronically and in paper files.

Results information may be published (in printed form and online) and provided to the Press and Breed Societies for publication. Information relating to Exhibitors and their animals may be provided to Department of Environment, Fisheries and Rural Affairs (DEFRA), Trading Standards, Animal and Plant Health Agency (APHA), British Cattle Movement Service (BCMS), SAC, Breed Societies, County Councils, Veterinary Advisors and others who have regulatory access.

Please see our website [www.royalcornwall.co.uk](http://www.royalcornwall.co.uk) for full details of our Privacy Policy.

### **General**

#### **Risk and Responsibility**

The entire risk and responsibility as regards all Exhibits both whilst at the Show and during transit and all consequential or other injury or loss arising therefrom must be wholly borne by the Exhibitor.

#### **Compensation**

The Association will not be in any way liable or responsible to any Exhibitor, Purchaser, Stockperson, Attendant or Visitor for any claim or loss or injury or compensation occasioned by or arising out of the holding of their Shows or by reason of the act or default of any Exhibitor, Purchaser, Visitor, Stockperson, or other person in attendance or present thereat nor will the Association be liable or responsible to any such person if for any reason the Show is abandoned.

#### **Accidents**

The Association will not be responsible for any accident that may be occasioned by or occur from any animal or equipment belonging to any Exhibitor and it is a condition of entry that each Exhibitor shall hold the Association harmless and indemnified against any legal proceedings arising from any accident caused by their animal or equipment or arising in any way from or out of the Exhibition of their property.

#### **Disclaimer of Liability**

In this clause the term Exhibitor shall include persons taking part in any competition or display arranged by the Show Committee, and the owner of any animal, plant, machinery or other thing involved in any such competition or display or otherwise exhibited on the Showground. Save for death or personal injury caused by the negligence of the Committee, its servants or agents, the Committee will not be responsible for death, injury, disease, damage or loss caused to any exhibitor or to his or her stockperson or agent or to any animal, article, plant, machinery or thing of whatever nature brought onto the Showground by the said exhibitor from whatever cause death, injury, disease, damage or loss arises. (Save as aforesaid) the exhibitor shall indemnify the Committee against all claims, damages and expenses whatsoever in any way arising out of the presence of the exhibitor, his stockpersons, agents, exhibits, vehicles or equipment on the Showground and shall assume full responsibility therefore. Acceptance of the foregoing provisions shall be a condition of entry.

Exhibitors are advised to insure against fire and other appropriate risk not only as regards their own property but also against any third party claim.

#### **Conditions of Admittance and Car Parking**

Persons are admitted to the Showground at their own risk and whilst every endeavour is taken to ensure their safety, the Committee will not (save for death or personal injury caused by the negligence of the Committee, its servants or agents) be responsible for personal injury (whether fatal or otherwise) loss of or damage to property and any other loss, damage, costs and expenses howsoever caused.

Persons are admitted entry to the show car parks/showground at their own risk and vehicles and their accessories and contents are admitted to and left in the show car parks/showground at the owner's risk, and whilst every endeavour is taken to ensure the safety thereof, the Committee will not (save for death or personal injury caused by the negligence of the Committee, its servants or agents) be

responsible for personal injury (whether fatal or otherwise) loss of or damage to property and any other loss, damage, costs and expenses howsoever caused.

### **Ownership**

Every Exhibit must be the bonafide property of the Exhibitor both at the time of entry and on the first day of the Exhibition.

### **Entry Forms and Entry Fees**

Every Exhibitor or Competitor is requested to examine carefully the Schedule and the Bye-Laws and Regulations.

All exhibitors must ensure they have adequate Public Liability Insurance cover.

Exhibitors may only enter a maximum of three animals in any one class.

Every Exhibitor or Competitor will be held responsible for the correctness of their entry. If, when called upon to prove its correctness, they fail to do so, the entry in question will not be accepted or if already accepted, may be cancelled or the exhibit may be disqualified and any Award made to it cancelled and furthermore all Awards made to such an Exhibitor or Competitor in any class may be cancelled.

All persons entering, competing or exhibiting an animal of a class covered by a Breed Society either to which the Association is affiliated or which is affiliated to the Association shall be deemed to have consented to the jurisdiction of the relevant Breed Society and be subject to its constitution and rules (including disciplinary procedures) insofar as they are applicable to any event, competition or display promoted or arranged by the Association.

The Association would deem the Breed Societies to be responsible for the enforcement of their own Breed Society rules.

The Association reserves the right to share all names and addresses of all exhibitors with breed societies and other similar bodies in connection with the staging of the equestrian show.

Entry fees shall not be returnable except in the following cases:-

(a) they will be refunded in the event of cancellation of classes or a DEFRA Order prohibiting the exhibition of animals at the Cornwall Equestrian Show.

(b) in the case of an animal incapacitated by accident, injury or illness. Any claim under this clause must be made in writing to the Secretary and must be accompanied by a certificate issued by a Veterinary Surgeon and to be received not later than **Monday 30<sup>th</sup> August 2021**. **ANY CLAIM RECEIVED AFTER 30<sup>TH</sup> AUGUST 2021 WILL BE INVALID**.

The entry fee is not returnable to an Exhibitor who enters an Animal in a class for which it is ineligible or not registered.

### **Closing of Entries**

The last day on which entries can be accepted is **Monday 30<sup>th</sup> August 2021**.

### **Exhibitors**

All Exhibitors and their assistants shall be subject to the Orders and Rules of the Council or Officials appointed by the Council. The Council reserves the right to ban from exhibiting, either in person or through a nominee or agent, any exhibitor (or their assistants), who, in the opinion of the Council, contravenes or has contravened any of the Association's Bye-Laws, Regulations or anyone infringing the Regulations and Conditions of the Association and who behaves noisily or offensively to the Judges or Officials is liable to be disqualified and any award cancelled and, furthermore all awards made to such an Exhibitor or Competitor in any class may be cancelled, and such person shall thereupon be excluded from exhibiting in this Association during the pleasure of the Council. Such matters will be determined by a Committee as detailed in regulation 12. The Council reserves to itself the right to inform other Agricultural Associations or Breed or other Societies of any decision it may come to with respect to any exhibitor.

Grooms / attendants appearing with animals in judging rings must be of smart appearance and dressed appropriately for the section being judged. It is the Exhibitors responsibility to ensure that the correct number is worn in the relevant class and the Association accepts no responsibility for errors caused by incorrect numbers being displayed.

All Exhibitors must have the physical ability, relevant experience and be competent to handle the animal they are in charge of at all times. Handlers must be properly trained in safe work methods and be in good health. Judges / Stewards are empowered to ask an exhibitor to leave a ring or any other

area on the grounds of safety if they feel that the exhibitor is incapable of safely handling / riding the exhibit in question.

Ponies should not be tied to the railings or left unattended at any time.

All riders should be of an appropriate size and weight for the horse/pony being ridden (anywhere within the Showground). The Association reserves the right to take further action against any competitor whose size or weight compromises the welfare of the horse/pony being ridden. This would be based on the recommendations of the Association's Veterinary Team.

The administration of any pharmaceutical substance is prohibited except with the permission of one of the Association's Veterinary Officers.

Animal Welfare – The Royal Cornwall Agricultural Association expects all exhibitors to observe best practice at all times.

### **Penalties**

Every exhibitor shall indemnify the Association against all actions, claims, proceedings and demands by any person, company or other representative body of whatsoever nature in respect of any matter, directly or indirectly connected with the bringing onto the Association's Showground of any animal which may have been suffering from any contagious or infectious disease or which develops such a disease whilst on the Showground and in addition the exhibitor shall pay all costs and expenses incurred by the Association in connection with any such claim. The Association's Veterinary Officers are authorised to refuse permission for any animal to be admitted to, or to have removed from, the Showground any animals affected with contagious or infectious disease or with disease which, in their opinion, was likely to prove dangerous to other animals. The owner or stockperson in charge of such animal may obtain, if desired, a certificate in writing from the Association's Veterinary Officer, stating the nature of such disease or infection. Concealment of disease will render the exhibitor liable to disqualification in accordance with regulation 9.

The Stewards, on the recommendation of the Association's Veterinary Officers shall have the power to remove from the Showground any unruly, vicious, deformed or diseased animals, and also the stock, implements or miscellaneous articles belonging to any exhibitor who refuses to comply with the instructions given to them by the Stewards without any responsibility attaching to them or to the Association in consequence of such removal.

### **Arrival and Departure of Exhibitors and behaviour whilst at the Show**

All persons in charge of exhibits will be subject to the orders of the Stewards and will be required to parade or exhibit the animals in their charge at such times as may be directed by the Stewards. Stewards have the right to exclude from the Judging Rings and/or the Showground any animal which is vicious or unruly. Owners of the Animals exhibited will be held responsible for the behaviour of their assistants and for the consequences of any misconduct of such assistants. No Exhibitor or their assistants must in any way inappropriately interfere with exhibits other than their own.

### **Tampering and Malpractice**

The Association will not tolerate the administration to show exhibits (entered either for competition or sale/demonstration) of tranquillisers or other drugs which may in any way affect the performance of the animal in question to have the effect of making it behave in the show ring in a manner which is not natural. The Association reserves the right to take any necessary samples. Any Person or Exhibitor (or his representative) who is found to have administered or permitted the administration of any such tranquilliser or drugs to any Show exhibit will be reported to the Committee, and dealt with at their discretion. In addition the matter will be referred to the appropriate Breed Society or Organisation.

### **Regulations Applying to Certain Classes**

The Organisers of this show have taken reasonable precautions to ensure the health and safety of everyone present. For these measures to be effective, everyone must take all reasonable precautions to avoid and prevent accidents occurring and must obey the instructions of the Organisers and all the Officials and Stewards.

### **Dogs**

Well behaved dogs are allowed but must be kept on a lead at all times.

## **Rules & Regulations**

- No horse or pony may be exercised other than in a collecting ring or the designated exercise area.
- No horse or pony should be left unattended other than when securely contained within a horse vehicle.
- All children 16 years and under and any rider jumping must wear safety hats which conform to the current regulations. Such headgear must be worn with the chin strap securely and correctly fastened at all times. It is recommended that they be worn by everyone when riding or handling horses and ponies at the show.
- No Exhibitor or their groom may ride one horse or pony and lead another or if on foot lead more than one horse or pony. The bringing of companion horses/ponies is strongly discouraged but if such animals are present their behaviour and all matters relating to safety are the sole responsibility of the exhibitor bringing such animals to the show.
- All stallions at the show must be handled and ridden by someone 16 years and over and exhibitors must take adequate precautions to ensure the safety of other people and animals.
- All horses and ponies that are ridden at the show must be 4 years and old and over.

## **Equine Influenza**

- Equine Influenza vaccinations are recommended for all equines (horses and ponies) attending the Cornwall Equestrian Show.
- All horses and ponies are required to have the first two primary vaccinations prior to being shown and if sufficient time has elapsed the third vaccination (first booster) must have been received, with the annual booster then being received on a yearly basis. No horse or pony can be shown within seven days of receiving any vaccination, the seven days includes the day of competition. Foals should commence vaccinations at 6 months old.

## **Entry & General Information**

- The decision to ride horses or ponies in any ridden class is solely at the discretion of the judge.
- There will be no prize money awarded at this show, quality rosettes will be awarded for 1<sup>st</sup> to 4<sup>th</sup> place, with Championship sashes.
- There will be no national qualifying classes within this show.
- All entry fees include first aid cover, provided by FLEET (Front Line Emergency Equipment Trust)
- Please note there will be no farrier on site however, there will be a vet on call during the day from Kernow Farm & Equine, 01208 76403.
- There will be no stabling available at this show.
- Well behaved dogs are allowed, but must be kept on a lead at all times.
- All entries are being taken online through Showing Scene, there will be no on the day entries.
- Entry fee for all classes is £10 per class, except class 30, the Tiny Tots Stakes which has an entry fee of £5 and classes 1a and 4a, where there is no entry fee.
- Showing numbers to be collected on arrival.

## **Interpretation of Regulations**

The Association and Council reserves to itself the sole and absolute right to interpret these or any other prescribed Regulations, Conditions or Prize Lists, and arbitrarily to settle and determine all or any matters, questions or differences, in regard thereto, or otherwise arising out of or connected with or incidental to the Show. Also to substitute Judges for those announced in the prize lists, or make additional appointments as may be deemed necessary.

All Exhibitors and other persons admitted to the Showground shall be subject to the Rules, Orders, Conditions and Regulations of the Council of the Royal Cornwall Agricultural Association.