



# **TRADE STAND TERMS & CONDITIONS**

**7 OCTOBER 2020**

1. Interpretation

1.1. In these Terms and Conditions:

<i>“Admission Charge”</i>	<i>means the daily fee paid by any member of the general public to enter the Showground and visit the Show</i>
<i>“Agreement to Exhibit”</i>	<i>means a long term and ongoing arrangement for a fixed site Trade Stand</i>
<i>“Application for Trade Stand Space”</i>	<i>means the entry form which must be completed by the Exhibitor to exhibit at the Show which can be obtained from the Organiser on request</i>
<i>“Avenue”</i>	<i>means the walk way on to which the Trade Stand fronts</i>
<i>“Boundary”</i>	<i>means a marked line placed on the ground by the Organiser to show the place allocated for the Trade Stand of the Exhibitor for the Show</i>
<i>“Car Parks”</i>	<i>the car parks which surround the Showground and are in the control of the Organiser during the Show</i>
<i>“Closing Date”</i>	<i>means the 22nd March 2020</i>
<i>“Council”</i>	<i>means Mendip District Council, Cannards Grave Road, Shepton Mallet, BA4 5BT</i>
<i>“Covered Ground”</i>	<i>means sites in the Edmund Rack Pavilion, Showering Pavilion, Exmoor Hall, Exmoor Annexe, Quantock Pavilion and Dartmoor Pavilion.</i>
<i>“Essential Radio Services”</i>	<i>includes any local or national radio and the emergency services</i>
<i>“Existing Exhibitors”</i>	<i>means Exhibitors that had a Trade Stand at The Dairy Show in 2019</i>
<i>“Exhibit”</i>	<i>means any animal article plant machinery object or other involved in any competition display or otherwise exhibited at the Show</i>
<i>“Exhibitor”</i>	<i>means the person, group of persons or company who pays the Trade Stand Fee to the Organiser in order to exhibit at the Show</i>
<i>“Exhibitor Monies”</i>	<i>means all monies owing by the Exhibitor to the</i>

<i>“Exhibitor’s Staff”</i>	<i>Organiser including the Trade Stand Fee means all contractors, suppliers, employees and agents of the Exhibitor</i>
<i>“Head of Shows”</i>	<i>is Alan Lyons</i>
<i>“Official and Mobile Caterers”</i>	<i>means those who are authorised by the Organiser to sell drinks and food</i>
<i>“Officials”</i>	<i>means those persons appointed by the Organiser to keep control of the Show and/or enforce these Terms and Conditions and stewards appointed by the Council of the Organiser or any other person appointed by a government body including any member of the police force</i>
<i>“Open Ground”</i>	<i>Trade Stands which are not Covered Ground and located on the Showground</i>
<i>“Show Day”</i>	<i>means the Dairy Show 7th October 2020, taking place at the Showground</i>
<i>“Showground”</i>	<i>means the Bath and West Showground Shepton Mallet, Somerset</i>
<i>“Organiser”</i>	<i>means Bath and West Shows Ltd, (Co.no.8680261) whose registered office is at the Showground</i>
<i>“Organiser Veterinary Surgeon”</i>	<i>persons appointed to act as veterinary surgeons at the Show</i>
<i>“Stock Schedule”</i>	<i>is the Schedule of livestock classes</i>
<i>“Trade Stand Frontage”</i>	<i>means such frontage as is allocated to the relevant Trade Stand</i>
<i>“Trade Stand”</i>	<i>means the space allocated by the Organiser for the Exhibitor to exhibit at the Show</i>
<i>“Trade Stand Fee”</i>	<i>the amount due to the Organiser from each Exhibitor in respect of its Trade Stand</i>
<i>“Trade Stand Office”</i>	<i>Is Sarah Edwards (Trade Stand Manager) and Lydia Westlake (Trade Stand &amp; Accounts Assistant)</i>
<i>“Vehicle Pass”</i>	<i>a pass allowing a vehicle driven by the Exhibitor or the Exhibitor’s Staff to enter the Showground</i>

- 1.2. Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 1.4. Any reference in these Terms and Conditions to the singular includes the plural and vice versa and any gender includes any other gender.

## **2. Application for space and allocation of trade stands**

### **2.1. Application for Space**

- 2.1.1. All applications to exhibit at the Show must be submitted on the appropriate Application for Trade Stand Space.
- 2.1.2. The Application for Trade Stand Space must be correctly filled out and received by the Organiser before the Closing Date together with the full Trade Stand Fee (unless the Organiser states otherwise in writing) Cheques should be made payable to "Bath and West Shows Ltd".
- 2.1.3. If all of the information requested on the Application for Trade Stand Space is not completed or incorrectly completed or the full Trade Stand Fee (unless the Organiser states otherwise in writing) are not paid then the Application for Trade Stand Space will be returned and the Exhibitor will be informed of its non-payment and/or mistake.
- 2.1.4. Any corrected or completed form must be received by the Closing Date and the Trade Stand Fee and any Exhibitor Monies must be received by the closing date also.

### **2.2. Trade Stand Allocation**

- 2.2.1. Upon receipt of the correct Application for Trade Stand Space and full Trade Stand Fee the Organiser will notify the Exhibitor of the Trade Stand position allocated to the Exhibitor who must accept the allocation in writing such acceptance to be with the Organiser by the date stated in the letter notifying the Exhibitor of its allocated Trade Stand or the Exhibitor will not receive a Trade Stand.

### **2.3. Trade Stand Allocation Changes**

- 2.3.1. The positioning of the Trade Stand will be entirely at the discretion of the Organiser although the Organiser will endeavour to meet reasonable requests made by the Exhibitor and in particular by Existing Exhibitors.
- 2.3.2. The Organiser reserves the right to re-position the Trade Stand at any time before or during the Show.

2.4. Trade Stand Boundaries

- 2.4.1. The Exhibitor must not use any part of the Showground outside the Boundary (The Exhibitor is reminded to include enough space in its Application for Trade Stand Space to accommodate tow bars, pavilion stanchion plates etc).
- 2.4.2. The Trade Stand number will be on the right hand front corner of the Trade Stand (when facing the Trade Stand from the Avenue) and must not be removed.
- 2.4.3. If the Exhibitor uses any part of the Showground outside the Boundary and/or removes the stand number it will incur a £100.00 fine (plus VAT if applicable) and must pay for the additional space used at such rate as the Organiser shall determine.

2.5. Withdrawal or Cancellation by the Exhibitor

- 2.5.1. Where the Exhibitor withdraws from the Show or cancels the Trade Stand reserved the Trade Stand Fee and any Exhibitor Monies paid shall be forfeited and any outstanding Trade Stand Fees or Exhibitor Monies will become immediately due and the Organiser reserves the right to re-let the Trade Stand without any refund to the Exhibitor unless the following is complied with:
  - 2.5.1.1. the request of cancellation is submitted by registered post to the Organiser; and
  - 2.5.1.2. the request is received at least 31 days before the Show; and
  - 2.5.1.3. the Organiser is able to re-let all the Exhibitor's Trade Stand; and
  - 2.5.1.4. the reason given by the Exhibitor for the cancellation is in the opinion of the Organiser well founded.

If Clause 2.5.1 is complied with the refund to the Exhibitor will be calculated as follows: -

<u>Cancellation – Days before Show</u>	<u>% Refund of Trade Stand Fee</u>
61 or more	50%
31 to 60	25%
30 or less	0%

2.6. Refusal of Applications

- 2.6.1. The Organiser reserves the right to reject any Application for Trade Stand Space and to cancel the Exhibitor’s right to use the Trade Stand at any time without any reason being given.
- 2.6.2. In the event of refusal or cancellation the Organiser will not enter into correspondence on the subject.

2.7. Sub-letting

The Exhibitor shall not sublet any part of the Trade Stand.

## 2.8. Risk Management

- 2.8.1. The Exhibitor must complete a risk assessment form which will be circulated by the Organiser for completion and return to the Organiser together with any Health and Safety documentation the Organiser determines to be relevant.
- 2.8.2. The Exhibitor's completed risk assessment form must be returned to the Organiser 21 days before the Show or the Organiser may cancel the Exhibitor's right to use the Trade Stand in which case the Trade Stand Fee and any Exhibitor Monies paid shall be forfeited and all outstanding Trade Stand Fees and Exhibitor Monies will become immediately due and payable and the Organiser reserves the right to re-let the Trade Stand without refund to the Exhibitor.

## 3. Tickets, Passes and Access to the Showground

### 3.1. Exhibitor Tickets and Passes

Exhibitor tickets and Vehicle Passes will be issued for the sole use of the Exhibitor and any member of the Exhibitor's Staff. The allocation will be as per the separate table included in the 2020 Trading Opportunities Brochure.

### 3.2. Exhibitor Access

- 3.2.1. On Monday 5<sup>th</sup> October and Tuesday 6<sup>th</sup> October 2020. Exhibitor vehicles which do not display a Vehicle Pass will only be permitted onto the Showground at a charge of £30.00 between 07.00 and 18.00. The £30.00 will be refunded provided the vehicle leaves the Showground within three hours of the time of entry. Vehicle Passes only allow access to the Showground on the days stated thereon.
- 3.2.2. During the Show drivers and vehicles with supplies and commercial couriers for the Exhibitor will only be permitted onto the Showground between the time periods of 06.00 and 08.00. A charge of £30.00 will be made for each admission which will be refunded provided the vehicle leaves the Showground within the same time period during which it entered.
- 3.2.3. Exhibitors must make their own arrangements for collection of deliveries etc. not specifically dealt with in this clause at the main gate to the Showground.
- 3.2.4. To assist smooth traffic flow onto the Showground the Exhibitor is requested to ensure that the correct passes, with registration numbers filled in where necessary, are positioned in a clearly visible position on the windscreen of vehicles or windows of caravans before arrival at the Showground and its contractors, suppliers and couriers are fully briefed with regards to the charge of £30.00 to be levied pursuant to clause 3.2.1 and 3.2.3.

3.2.5. The Exhibitor, his Show Staff and his contractors are prohibited from using mopeds, bikes, skateboards or bicycles during the hours the Show is open to the public and on Wednesday 7<sup>th</sup> October 2020

### 3.3. Caravan Pass

One caravan pass is available to each Exhibitor upon request. The caravan pass enables a caravan to be parked free of charge as instructed by the Organiser in the vicinity of the Trade Stand.

### 3.4. Exhibitor Day Tickets

Exhibitors requiring additional day tickets over and above their allocation may purchase these at a cost of £15 each per day inclusive of VAT subject to availability.

### 3.5 Passes for Use Other Than 5<sup>th</sup> October and 6<sup>th</sup> October 2020

After 18.00 on Tuesday, any vehicle wishing to leave the Showground in possession of a Vehicle Pass may request a pass-out ticket for all occupants within the vehicle from the main gate and the number of passengers and the vehicle registration number will be recorded by the security guard and providing the vehicle and corresponding number of people return prior to midnight they will be permitted to enter the Showground and again be duly recorded by the security guard on duty.

## 4. Nature of Exhibits

### 4.1. Description of Exhibits in the Show Programme

Each Exhibitor must complete the show programme description on the Application for Trade Stand Space to obtain entry in the Show Programme free of charge. The Show Programme description will give the number of each Exhibitor's Trade Stand and Company name and website together with a 20 word description of the product being sold or promoted at the Show. The Exhibitor is only permitted to promote or sell at the Show products referred to in its show programme description. Existing Exhibitor's previous year's show programme description will be utilised if they do not send in a new show programme description or update their previous year's show programme description on the Application for Trade Stand space.

### 4.2. "Cheap Jack" Traders

The Officials have the power to remove from the Showground any itinerant vendor who may have gained admission to the Showground and any Exhibitor who exhibits "Cheap Jack" articles or whose goods are not clearly exhibited to the public before sale or who does not demonstrate their goods in a reasonable manner or who holds mock or other auctions whether involving tests of skill or not. The definition of what constitutes "Cheap Jack" articles and "reasonable manner" shall rest entirely with the Officials.

#### 4.3. Advertisements, Kites, Balloons and Blimps

4.3.1. The Exhibitor and the Exhibitor's Staff are not permitted to: -

- 4.3.1.1. affix any placard or advertisement to any part of the Showground unless permission to do so has been obtained in writing from the Organiser
- 4.3.1.2. canvass Show visitors or to distribute or display advertisements except on its own Trade Stand behind the Boundary
- 4.3.1.3. advertise by means of aircraft loudspeakers, captive balloons, blimps, or trailing banners over or in the immediate vicinity of the Showground or Car Parks
- 4.3.1.4. The flying of hot air balloons and/or unauthorised radio-controlled aircraft/unmanned aerial vehicles\* of any sort taking off within the vicinity of the Showground or flying less than 2500 feet above the Showground or its car parks is strictly prohibited. \*Drones
- 4.3.1.5. Take kites on the Showground and no balloons or Chinese lanterns or similar are to be sold in the vicinity of the Showground or its Car Parks

#### 4.4. Publicity Material and Political Propaganda

- 4.4.1. The Exhibitor is only allowed to distribute publicity material including but not limited to leaflets, stickers, etc. from within the Boundary of the Trade Stand.
- 4.4.2. The Exhibitor must not distribute "political propaganda" of any type in any marquee or on any Trade Stand or other part of the Showground or Car Parks under any circumstances whatsoever.
- 4.4.3. The Organiser will determine what is likely to cause annoyance or disturbance or is "political propaganda" or other, and may confiscate such advertising or "political propaganda" or order the Exhibitor to cease the annoyance or disturbance and/or remove the Exhibitor and/or his Exhibit and the Exhibitor Staff from the Showground.

#### 4.5. Noise

- 4.5.1. The Exhibitor must not use any public address equipment noisy engines or make any undue noise so as to cause a nuisance or inconvenience to other Exhibitors and/or the Organiser.
- 4.5.2. The Organiser will decide whether the noise is a nuisance or inconvenience and may confiscate or remove the said equipment and articles
- 4.5.3. Use of external generators electric or otherwise on the Showground or in the Car Parks is prohibited.

#### 4.6. Two Way Radio Equipment

If the Exhibitor wishes to use two-way radio equipment it must have the appropriate licence from the Home Office for its use. The Organiser reserves the right to limit the use of two-way radios on the Trade Stand. The Organiser must receive lists of frequencies which are intended to be used at the Show at least one month prior to the Show. The Organiser has the right to limit the number of frequencies used. Should the Exhibitor's frequency interfere with the Organiser's own equipment the Exhibitor will be asked to either change frequencies or to cease using the two-way radio equipment. The Exhibitor will produce its licence to the Organiser if so requested.

#### 4.7. Radio Microphones

Exhibitors wishing to use radio-mics during the Show are required to inform the Organiser of the frequencies they are intending to use at least one month prior to the Show. The Organiser reserves the right to limit the number of frequencies and power used. Any Exhibitor using the same frequency as the Organiser or another Exhibitor can be asked to change frequencies or to cease using the radio-mic.

#### 4.8. C B Radios

The operation of Citizen's Band or any other form of radio communication device capable of interference with Essential Radio Services or the Organiser's public address system is strictly forbidden.

#### 4.9. Collections and Games

4.9.1. If the Exhibitor is a charity or other institution wishing to make appeals for contributions to its funds it must first obtain written permission from the Organiser. Collections must not be made outside the Boundary of the Exhibitor's Trade Stand.

4.9.2. Games of Chance are prohibited.

#### 4.10. Sale of Firearms, Shotguns, Air Pistols, Catapults, LPG etc

The sale of LPG in any size of container is strictly prohibited. All firearms on display must be secured with a suitable chain or other fixing through the trigger guard at all times unless being handled for demonstration purposes. No version of pistols, revolvers including replicas, toys, pea shooters and crossbows may be displayed or sold on the Showground. Catapults may be used or displayed on an official range. All sales must be mail order for delivery post Show. These regulations are part of the Organiser's Trade Stand Regulations and are supplementary to any police and firearm license requirements.

#### 4.11. Photographers

It is a condition of entry to the Showground and Car Parks that no person shall apply for trade as a snapshot photographer or solicit trade as a photographer from visitors to the Show or in any other capacity act in a manner deemed by the Officials to cause a nuisance or inconvenience. Anyone wishing to take photographs professionally of Trade Stands must first obtain from the Organiser a photographer's ticket (£50.00 including VAT). The Organiser can expel anyone who infringes this clause from the Showground and Car Parks without repayment of the Admission Charge.

### 5. Admission and Removal of Exhibits and Dismantling of Trade Stands

#### 5.1. Operating Hours

The Exhibitor's Trade Stand must be open and manned between the hours of 08.30 and 17.00 on Show Day.

#### 5.2. Inspection

The Exhibitor's Trade Stand must be completed and ready for inspection by the Organiser, clean, safe and in good order with the surroundings free from obstruction and rubbish with any Exhibits in position at least one hour before the Show and the Exhibitor must follow any requirement of the Organiser to put its Trade Stand into what is in the Organiser's opinion a satisfactory state of appearance.

#### 5.3. Setting up

5.3.1 If the Exhibitor's Trade Stand is located internally: -

5.3.1.1 The Exhibitor may commence setting up his Trade Stand from 9am on Saturday 3<sup>rd</sup> October 2020. *Exhibitors with Trade Stands within the Showering Pavilion must not work on their Sites during the period 16.00 to approximately 22.00 (or after the Junior Classes finish; whichever is the later) on Tuesday 6th October 2020. All vehicles must be removed from the Showering Pavilion by 13.00 on Tuesday 5th October to allow the cattle judging rings to be built. **Stands which back on to the hospitality units on the side of the Showering Pavilion with the lift, must not exceed 2.5m in height. Please note plan of building.***

5.3.1.2 The Exhibitor must not use tape or glue for securing flooring and if using carpet or similar use an easily removable substance to secure the flooring. If double-sided tape is to be used it is the Exhibitor's responsibility to remove the tape completely after the Event

5.3.2 If the Exhibitor's Trade Stand is on Open Ground:

5.3.2.1 He may commence setting up his Trade Stand from 08:00 on Wednesday 20th September 2020

5.3.2.2 Any necessary excavation of the Trade Stand must be approved by the

Organiser in advance and;

5.3.3 If the Exhibitor's Trade Stand is on tarmac/concrete or other hard core he is not permitted to insert any form of stays, tent pegs, etc into the ground

5.3.4 If the Exhibitor fails to comply with the provisions of conditions 5.3.1 to 5.3.3 inclusive the Organiser will undertake any necessary work including repairs and reinstatement and charge the expenses to the Exhibitor.

5.3.5 It is the Exhibitor's responsibility to ensure that all stand contractors are notified in advance of arrival on the Showground to the Trade Stand Office. Each Exhibitor is responsible for appointing competent contractors and ensuring that they hold adequate insurance, method statements and risk assessments and comply with Health and Safety law and other relevant legislation. Exhibitors and their contractors must comply with the Rules and Regulations of the Organiser as published in this publication and others as published from time to time. The Organiser reserves the right to stop any work which its Officers or agents deem to be unsafe without any right to refund or compensation.

#### 5.4. Storage

The Exhibitor is responsible for the removal and storage of all its empty crates and cartons not required on its Trade Stand during the Show prior to the commencement of the Show Day.

#### 5.5. Fork Lift

All forklifts are free of charge within the times stated below. **Exhibitors requiring the services of the forklift and driver for unloading should, upon arrival, park in the forklift waiting area then telephone 07970276399. A strict rotational system will be in operation. Those wishing to re-load after the event will be able to register at this time.** Please note, the maximum load weight for the forklift is three tonnes. All exhibitors using this service will be asked to sign a form providing indemnity to the Organiser.

The forklift will be available on the following days and times;

Sunday	4 <sup>th</sup> October	09.00 – 12.00
Monday	5 <sup>th</sup> October	08.30 – 16.30
Tuesday	6 <sup>th</sup> October	08.30 – 17.30
Wednesday	7 <sup>th</sup> October	18.00 – 20.30
Thursday	8 <sup>th</sup> October	08.00 – 16.30
Friday	9 <sup>th</sup> October	08.00 – 12.00

If you require a forklift outside of these hours, this must be pre-booked with our Facilities Department tel: 01749 822218. Please note, a charge will be made for lifts out of the above hours. An unloading ramp is available by the Main Gate.

5.5.1. Any exhibitor or their contractor using their own forklift truck or other lifting equipment on site must ensure that the operator holds a suitable current competency certificate for that equipment and that the equipment is maintained and tested in accordance with the manufacturer's guidance and statutory test requirements.

#### 5.6. Breakdown

5.6.1. The Exhibitor or his Staff or contractors may not close or dismantle any part of the Trade Stand until after 17.00 on the Show Day. Vehicles for the removal of Exhibits will not be permitted to enter the Showground under any circumstances until after 18.00 on the Show Day, or at such a time as the Organiser dictates.

5.6.2. Vehicle drivers are advised to line up vehicles at the most convenient gate for its Trade Stand. Vehicle drivers must use dipped headlights when entering the Showground after the close of the Show to ensure their vehicle is seen by pedestrians.

#### 5.7. Security

The Exhibitor is advised that the Organiser will not be held responsible for the security of your exhibit whilst on the Showground.

#### 5.8. Removal

5.8.1. Covered Ground Trade Stands and Exhibits must be cleared from the Showground by 17.00 on Thursday 8th October 2020

5.8.2. Open Ground sites must be cleared by midday on Friday 6<sup>th</sup> October 2020

5.8.3. If the Exhibitor breaks the soil in the Showground for the purposes of fixing his Exhibit he must restore the same within 2 days of Wednesday 2<sup>nd</sup> October 2019

5.8.4. The Exhibitor must clear the Trade Stand of all materials, rubbish etc.

5.8.5. If the Exhibitor fails to comply with 5.8.1 5.8.2 and 5.8.3 the Organiser will undertake the work and charge the expenses to the Exhibitor.

5.8.6. If the Exhibitor is party to an Agreement to Exhibit he is exempt from subparagraphs 5.8.1 and 5.8.2 above.

#### 5.9. Signs

5.9.1. Exhibitors with Trade Stands on Open Ground must provide a clear sign on their Trade Stand bearing their name or trading name as entered on the Show programme and it must be erected in such a way that it does not overshadow adjoining or neighbouring Trade Stands and compliments the appearance of their Trade Stand and the Showground. What constitutes "overshadow" will be decided by the Organiser.

5.9.2. All Exhibitors in Covered Ground with partitions of display boards abutting onto

the next door Trade Stands must finish the backs of the partitions or display boards to a reasonable standard. The Organiser will determine what is reasonable.

#### 5.10. Damage to Showground

Any Exhibitor causing damage to the Showground in any way will incur a penalty of £200.00 (plus VAT if applicable) plus the cost of the repair of the damage and the Officials shall have the power to remove any offending Exhibit and/or the Exhibitor and the Exhibitor's Staff from the Showground without compensation.

#### 5.11. Lien

In the event that there is any money outstanding from the Exhibitor due to the Organiser, the Exhibitor agrees that there will be a lien over all items situated at or on the Trade Stand.

#### 5.12. Customs

5.12.1. The Exhibitor must not under any circumstances break any seal on goods imported from outside of the EEC without the permission of an officer of HM Customs & Excise.

5.12.2. The Exhibitor shall pay fees reasonably and properly charged by HM Customs & Excise.

### 6. Catering

#### 6.1. Catering on Trade Stands

Exhibitors are at liberty to make such arrangements regarding catering/hospitality on their own Trade Stands as they wish subject to Clause 6.2 below.

#### 6.2. Sale of Food or Drinks from Trade Stands

No Exhibitor other than Official and Mobile Caterers will be allowed to sell drinks or sell prepared or take-away food for consumption on the Showground.

#### 6.3. Under Age Consumption of Alcohol

Exhibitors are responsible for ensuring that no alcohol is obtainable from their Trade Stand by children or young persons in line with the Challenge 21 best practice approach.

#### 6.4. Regulations

Exhibitors catering on their Trade Stands are reminded that they must conform to all relevant food safety and food hygiene legislation, the Alcohol Licensing Act of 2003, the Health and Safety at Work etc. Act 1974 (as amended), The Regulatory Reform (Fire Safety) Order, the Dangerous Substances and Explosive Atmospheres Regulations 2002 (DSEAR), The Equality Act 2010 and any other relevant legislation. Exhibitors must also comply with The Disability and Discrimination Act, Health Act 2006 incorporating the Smokefree legislation.

#### 6.5. Vehicular Access for Caterers/Suppliers of these Terms and Conditions

The attention of Exhibitor is also drawn to Clause 3 with regard to vehicular access for

catering organisations/suppliers servicing Trade Stands.

## 7. Fire and Safety

### 7.1. Fire

- 7.1.1. The Exhibitor or the Exhibitor's Staff are not permitted to install any heating or cooling appliances inside a Trade Stand which is not specifically laid out for the purpose and unless it is at a safe distance from combustible materials Appliances must be fixed securely on a firm non-combustible heat-insulating base (not directly onto dry grass) and surrounded on three sides by a heat resisting shield. The shields are to be at least 1m away from combustible materials and care must be taken to ensure that no combustible materials can be blown against the apparatus.
- 7.1.2. The Organiser reserves the right of inspection by one of its Officials or a representative of the Devon & Somerset Fire and Rescue Service of any Exhibitor's Trade Stand and the Officials shall have full authority to order the use of the appliances or equipment to be discontinued immediately if in their opinion they constitute a danger. The decision of the Organiser in this matter is final.
- 7.1.3. Advice on extinguishers required can be sourced from the Organiser's Fire and Safety Contractors.
- 7.1.4. The use of straw and bark fibre/mulch on the Showground to combat weather conditions is strictly prohibited. Exhibitors should apply to the Estates Office for advice in the event of bad weather.

### 7.2. Liquefied Petroleum Gas (LPG)

- 7.2.1. LPG cylinders/cartridges of any volume are not allowed to be used for the purposes of heating, cooking, refrigeration, welding, glassblowing or the propulsion of vehicles within any of the permanent buildings or temporary structures including (tents, marquees or porta-cabins), owned or hired by the Organiser and where staff, invited guests, event organizers staff or members of the public have access.
- 7.2.2. The sale of LPG cylinders/cartridges of any volume is strictly prohibited in any of the above locations.
- 7.2.3. LPG cylinders/cartridges are allowed to be used on the Showground, however, the following PROCEDURES and REGULATIONS must be followed (advice can be obtained from the Organiser's Health and Safety Officer):
  - All installations must comply with the gas Safety (installation and use) Regulations 1998.
  - All of the relevant Code of Practices complied by UKLPG.
  - The HELA Document (Health & Safety Executive / Local Authorities).

Enforcement Liaison Committee) Mobile Catering / Fire Explosion.

- Bath & West Fire Safety and Catering Regulations.
- Bath & West representatives have the right to inspect any gas installation, appliance or equipment.
- And all the relevant HSE Documents.
- The main hazards associated with LPG are fire, explosion and physical effects such as asphyxiation, drowsiness and frost burns.
- Only sufficient LPG for a 24hr period to be held within Trade stand. All pipes must be crimped.

7.2.4. General Rules

Suitable notices must be attached with LPG installations including Catering Units, Heating Units etc.

7.2.5. Pictorial Signs must conform to the Safety (Signs & Signal) Regulations and consist of a red hazard diamond showing flame and wording "Extremely Flammable", also a No Smoking and a No Naked Flame sign must be displayed. Trade stand holders must ensure that members of the public or other unauthorized personnel are prohibited from smoking, using a mobile phone or having a barbeque, near, or adjacent to, an LPG installation

7.2.6. As far as reasonably practicable LPG cylinders must not be left unattended, stored or located in a position where they could be struck by a passing vehicle.

7.2.7. LPG cylinders must not be left unattended, stored or located in any position unless they are adequately protected from unauthorized interference.

7.2.8. Cylinders must be stored in a compartment housing or cage, which must be constructed of materials which provide a minimum of thirty minutes fire resistance to meet BS 476 parts 20-22.

7.2.9. A suitably qualified, competent and registered engineer must carry out installations of LPG appliances, pipe work and fittings.

7.2.10 Adequate Fire Extinguishers must be provided at every location where LPG cylinders are used and a competent person must be present to use them in the event of a fire. A minimum of 1 x 6kg dry powder fire extinguisher for every two 19kg cylinders. If deep fat frying is being carried out a fire blanket and a wet chemical fire extinguisher should be provided.

7.2.11 Extinguishers must be selected and maintained in accordance with BS 5306 part 3.

7.2.12 Clear access must be maintained at all times for the access and ingress of Emergency Vehicles.

- 7.2.13 The transportation of LPG around the Showground is strictly prohibited during the opening hours of the particular show or event.
  - 7.2.14 The changing of LPG cylinders is strictly prohibited during the times when members of the public are allowed on to the Showground.
  - 7.2.15 All vehicles used for transportation of LPG on the Showground must conform to the relevant standards (separate advice documents available for the Showground Representative).
  - 7.2.16 There is no gas storage compound on site. Daily delivery's will be required.
  - 7.2.17 Trade stand holders are also required to display a "no smoking sign" on the entrances to their Trade stand
  - 7.2.18 Any Trade stand allowing members of the public to enter must provide an alternative means of escape, complete with the appropriate fire exit signage for the use in the event of an emergency.
- 7.3. Electricity
- 7.3.1. Flagpoles and other structures must be erected at least 3m from any telegraph pole, at least 1m back from the front line, and at least 3m clear from any electricity or telephone wires.
  - 7.3.2. The sub-letting of electricity between the Exhibitor's Trade Stand and any other stand is strictly prohibited. No electrical sub-contractor will be allowed to wire the Trade Stand unless authorised by the Organiser which has an appointed contractor. The use of electrical generators or otherwise is prohibited.
  - 7.3.3. Mobile Units and metal framed structures must be fitted with a suitable certificated earth leakage trip which complies with the current regulations of the Institute of Electrical Engineers Association and the Health and Safety Executive's requirements.
  - 7.3.4. All equipment must be suitably maintained and fit for purpose prior to being brought onto the Showground. Portable electrical equipment must be PAT tested and suitably labeled and available for inspection by any of the regulatory authorities or agents of the Organiser.
  - 7.3.5. Electrical sockets must not be overloaded.
  - 7.3.6. iPhone/iPod and other appliance chargers must not be left plugged in and charging in sleeping accommodation or cattle lines unattended.
- 7.4. Regulations Applicable to Machinery in Motion, Engines etc
- 7.4.1. Only smokeless fuel will be permitted during the Show Day. If the Exhibit contains moving parts it must be fitted with guards to comply with standard safety regulations governing the Exhibit. All shafting belts, gearing or anything

which might be dangerous to the public must be fitted with adequate guards.

- 7.4.2. All tractors or power units fitted with implements or attachments must if working be effectively protected. If the Exhibitor exhibits chainsaws it may only give working demonstrations if special written permission is obtained from the Organiser.
- 7.4.3. While the Organiser reserves to itself the right of excluding any petroleum or spirit it may deem unsafe, it in no way relieves the Exhibitor from responsibility in the event of accident or fire Exhibitors must conform to the regulations of the Local Authority and other statutory bodies in all that relates to the transport of petroleum and the precautions to be taken against fire.
- 7.4.4. Where applicable boiler certificates must be forwarded to the Organiser in advance of the Show.
- 7.4.5. The Organiser must be provided with risk assessments to cover all working demonstrations at least 21 days before the Show. If not provided the Organiser reserves the right to refuse to allow the Exhibitor to exhibit.
- 7.4.6. No static machine or equipment must rely solely on one hydraulic or pneumatic pressure system as a means of support.

## 7.5. Transport Safety

- 7.5.1. To enable the Organiser to achieve a safer working environment for all users of the Showground the Exhibitor and the Exhibitor's Staff must follow the guidelines listed below:
  - 7.5.1.1. All vehicles on the Showground are subject to a 5 mph maximum speed limit
  - 7.5.1.2. A one-way system is in force on the Showground throughout the duration of the set up, Show and break-down. This system will be strictly enforced and all vehicles must follow the direction of the Stewards and signage at all times (emergency vehicles are exempt from the one way system and speed limitation)
  - 7.5.1.3. Whenever possible all vehicles should forward drive on and off the Trade Stand. If reversing is necessary a signaller (banksman) must be positioned to the rear of the vehicle and audible or visual reversing alarms must be fitted and used Exhibitor's Staff undertaking the signaller's role must have reasonable knowledge and experience to undertake the task safely. What is "reasonable" will be decided by the Organiser
  - 7.5.1.4. Always ensure that when unloading takes place members of the public/other Exhibitors are kept well clear of the area
  - 7.5.1.5. For all vehicle movement all loads must be properly secured at all

times

7.5.1.6. When unloading is complete all vehicles must be removed to the parking areas provided.

7.5.1.7. Working at Height. All working at height must be carried out in accordance with the Working at Height Regulations 2005. This includes ensuring that staff are competent to work at height and that the correct equipment is selected for the work to be carried out in a safe manner. Exhibitors are responsible for assessing their working at height activities as part of their risk assessment. Exhibitors are responsible for ensuring that they select competent contractors for any work at height carried out on their behalf. The Show reserves the right to stop activities which they deem to be unsafe. Any equipment used for working at height must be suitable for the work being undertaken and be in good condition.

## **8. Force Majeure/Postponement**

### **8.1. Cancellation by Organiser/Force Majeure**

If at the absolute discretion of the Organiser the Showground becomes unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Show for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of God, strikes, riots, disease or any other cause the Organiser reserves the right (but shall not be obliged) to cancel the Show. The parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds or additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

### **8.2. Postponement**

If in the opinion of the Organiser relocation re-arrangement or postponement of the Show or variation of the position of the Exhibitor's Trade Stand will enable the parties to avoid the cancellation referred to in Clause 8.1 above then the Organiser may in its discretion relocate, re-arrange or postpone the Show and/or vary the position of the Exhibitor's Trade Stand.

## **9. General**

### **9.1. Disclaimer of Liability**

Save for death or personal injury caused by the negligence of the Organiser its servants or agents the Organiser will not be responsible for death, injury, disease or damage or

loss caused to any Exhibitor or to his property, its servant or the Exhibitor's Staff or agent or to any Exhibit of whatever nature exhibited at the Show by the said Exhibitor from whatever cause such death injury disease damage or loss arises whether before during or after the Show.

## 9.2. Indemnity by the Exhibitor

The Exhibitor will indemnify the Organiser against:

9.2.1. all claims, demands, damages, proceedings, costs or expenses whatsoever in any way relating to or arising out of the Exhibit or the use of the Trade Stand by the Exhibitor the Exhibitor's Staff and invitees

9.2.2. any claims which may at any time be made against the Organiser (whether under the Occupiers Liability Act 1957 or otherwise) in relation to the Trade Stand (including any claim made by any of the Exhibitor's Staff) arising wholly or in part from any act or omission of the Exhibitor

### 9.2.3. Insurance

The Exhibitor must:

9.2.3.1.1. Fully insure the Exhibit at the Trade Stand at the Showground and the Exhibitor's fixtures and fittings

9.2.3.1.2. Take out adequate third party insurance in respect of the Exhibitor's use and possession of the Trade Stand

9.2.3.1.3. In the event that the Exhibitor fails to do so it will not be allowed to participate in the Show nor will it be entitled to a refund of the Trade Stand Fee or any Exhibitor Monies paid.

## 9.3. Observance of Terms and Conditions

The Exhibitor and the Exhibitor's Staff while on the Showground before, after and during the Show shall be subject to these Terms and Conditions or any other rules conditions or requirements of the Council as interpreted by the Officials. The Officials have power to order the removal of any article from the Showground or to close any Trade Stand if it does not conform to these Terms and Conditions or the directions of the Officials and if necessary to expel such Exhibitor or the Exhibitor's Staff from the Showground.

## 9.4. Admission

The Organiser reserves the right to refuse any person admission to the Showground and to expel any person from the Showground without giving any reason.

## 9.5. Recovery of Fines, Fees and Charges

Until payment in full is made of the Trade Stand Fee and any Exhibitor Monies due the Exhibitor is prohibited from exhibiting on the Showground.

## 9.6. Certification by the Board of Trade

The Show is certified by the Board of Trade for the purposes of Section 6(2) of the

Registered Designs Act 1949 (as amended by the Copyright Designs and Patents Act 1988). Exhibitors who desire to avail themselves of the protection afforded in the United Kingdom as a consequence of the issue of this certificate must make a formal application for the registration of a design not later than six months after the opening of the Show. While a Department of Trade Certificate for an exhibition held in any other country reserves an Exhibitor's UK rights as indicated in Section 6(2) of the Registered Designs Act 1949 it does not in any way reserve the Exhibitor's foreign rights and in view of the dangers to foreign design rights inherent in displaying a design even at a certified exhibition it is the opinion of the Department of Trade that the Exhibitor should, whenever possible apply for protection before any such display. Exhibitors are advised to protect inventions which they intend to exhibit at the Show by applying for a patent or other relevant Intellectual Property Rights protection before the Show opens.

#### 9.7. Health and Safety

The Organiser's General Statement on Health and Safety is available on request and the Exhibitor and the Exhibitor's Staff must comply with its content.

#### 9.8. Services

9.8.1. Electricity – please contact the Organiser's Contractor: - L X Trix Ltd,  
Tel:01749 823162. Email: info@lxtrix.co.uk

9.8.2. Telephones – please contact: -  
British Telecom, 0808 100 3824. Email business.events@bt.com

9.8.3. Water – please contact the Trade Stand Office

#### 9.9. Entire Agreement

These terms and conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

#### 9.11 Notices

Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

#### 9.12 Waiver

No failure or delay by either party in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms and conditions by the other shall be considered as a waiver

of any subsequent breach of the same or any other provision.

#### 9.13 Invalidity

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

#### Governing Law

English law shall apply to these terms and conditions, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Registered Office:  
Bath and West Shows Ltd.  
The Showground  
Shepton Mallet  
Somerset BA4 6QN Tel: (01749) 822200  
Co. No. 8680261