

# BATH AND WEST FOOD AND DRINK FESTIVAL 2024

## TRADE STAND TERMS AND CONDITIONS

### 1 APPLICATIONS FOR SPACE AND ALLOCATION OF TRADE STANDS

#### 1.1 Application for Space

All applications to Exhibit at the Festival must be submitted on the appropriate Application for Trade Stand Space which can be obtained from the Organisers on request. The Application for Trade Stand Space must be received by the Organiser before the relevant Closing Date. Payment terms will be detailed on the correspondence. Full payment will be required prior to the Festival. Cheques in payment of Exhibitor Monies are to be made payable to "Bath and West Shows Ltd"

#### 1.2 Trade Stand Allocation

The positioning of the Trade Stand will be entirely at the discretion of the Organiser. The Organiser reserves the right to re-position the Trade Stand at any time before or during the Festival.

#### 1.3 Trade Stand Plot

##### 1.3.1 Boundaries

The Exhibitor must not use any part of the Showground outside the Boundary for the Exhibit (The Exhibitor is reminded to include enough space in the Application for Trade Stand Space to accommodate tow bars, pavilion stanchion plates, vehicles etc).

##### 1.3.2 Number

The Trade Stand number will be marked on the front corners of the Trade Stand with an arrow pointing in the direction of the frontage. The number must not be removed.

##### 1.3.3 Exceeding Boundaries

If an Exhibitor uses any part of the Showground outside the Boundary and/or removes the stand number, they will receive a written request from the Organiser to retract to the original boundaries. If the Exhibitor continues to exceed the boundaries the Organiser reserves the right to close the stand until the matter is resolved. The Organiser will also refuse the Exhibitor Trade Stand space at other Organiser's Shows and Exhibitions run by them or their associated companies.

#### 1.4 Refusal of Applications

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

#### 1.5 Withdrawal or Cancellation by the Exhibitor

Where the Exhibitor withdraws from the Festival or cancels the Trade Stand reserved, the Exhibitor Monies shall be forfeited, and all outstanding Exhibitor Monies will become due, and the Organiser reserves the right to re-let the Trade Stand without refund to the Exhibitor.

#### 1.6 Sub-letting

The Exhibitor shall not sub-let any part of the Trade Stand or move to another area of the Festival to exhibit.

### 2 TICKETS, PASSES AND ACCESS TO THE SHOWGROUND

#### 2.1 Exhibitor Access

##### 2.1.1 Setup

From Tuesday 19<sup>th</sup> March to Thursday 21<sup>st</sup> March 2024 Exhibitor vehicles which do not display a Vehicle Pass or Pre-Festival Vehicle Pass will only be permitted onto the Showground at a charge of £75.00 between 7.00am and 6.00pm. The £75.00 will be refunded provided the vehicle leaves the Showground within four hours of the time of entry. The yellow car park will be open for parking to the Exhibitor and their Staff free of charge, this is accessible via the Blue Gate. Failure to do so will result in forfeit of fee paid. On Friday 22<sup>nd</sup> March 2024, access will be limited due to the British Cheese Awards judging taking place.

### 2.1.2 Festival Days

During the Festival, drivers and vehicles with supplies and commercial couriers for the Exhibitor will only be permitted onto the Showground between the time periods of 7.00am to 8.00am and 7.00pm to 9.00pm only. A charge of £75.00 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. Deliveries not pre-booked will be turned away until the appropriate hours. All deliveries must be clearly labelled with the stand number and name of Exhibitor and mobile number.

### 2.1.3 Prohibited Vehicles

The Exhibitor and their Staff and their contractors are prohibited from using mopeds, segways, bikes, skateboards, or bicycles during the hours the festival is open to the public and on Friday 22<sup>nd</sup> March 2024.

### 2.1.4 Deliveries

Exhibitors must make their own arrangements for collection of deliveries etc. (not specifically dealt with in this clause) at the Society Office. Collections can take place from Monday 18<sup>th</sup> March 2024 from the Society Office.

### 2.1.5 Passes

To assist smooth traffic flow onto the Showground the Exhibitor must ensure that the correct passes, with registration numbers filled in where necessary, are clearly visible on the windscreen of vehicles or windows of caravans before arrival at the Showground and their staff/contractors, suppliers and couriers are fully briefed with regards to the charge of £75.00 to be levied pursuant to clause. Any passes not filled in correctly will not be admitted to the Showground. 2.2.1 and 2.2.2.

### 2.1.6 One Way System

There is a one-way system in force on the Showground throughout the duration of the Festival. The one-way system is clearly marked, and all vehicles must follow the signage and direction of the Stewards monitoring the traffic movement. There is a 5mph maximum speed limit also in force throughout the Showground and must be strictly complied with (except emergency vehicles in the case of a specific emergency). Only authorised Service Vehicles will be allowed to move on the site between 08.00 – 19.00 during Festival days (Friday-Saturday inclusive).

## 2.2 Trade Stand Caravan Pass

The Trade Stand Caravan enables a caravan to be parked/pitched as instructed by the Organiser in the vicinity of the Trade Stand for £25. Additional Trade Stand caravan passes are available at a cost of £45.00 inclusive of VAT. Competing demands will be dealt with at the discretion of the Organiser. All caravans must be parked 5m apart.

## 2.3 Additional Exhibitor Day Tickets

Exhibitors requiring additional day tickets may purchase these at the Exhibitors Pre-Festival price of £5 each, per day inclusive of VAT.

## 2.4 Passes for Use Other Than Festival Opening Times

After 7.00pm on the Saturday evening of the Festival, any vehicle wishing to leave the Showground and 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. Pre-Festival vehicle passes which exit the Showground will not be readmitted after 23.59 on the Thursday.

# 3 NATURE OF EXHIBITS

## 3.1 Description of Exhibits in the Festival Programme

Each Exhibitor must complete the Festival programme description on the Application for Trade Stand Space to obtain an entry in the Festival programme free of charge. The Festival programme description should give the Exhibitor's name with a 10-word description of the product being promoted or sold at the Festival. The Exhibitor is only permitted to promote or sell at the Festival products referred to in their Festival programme description.

## 3.2 Goods Ordered at the Festival

Every Exhibitor will be required to furnish to customers placing orders at the Festival, the articles exhibited by them or others of equal quality at prices not exceeding those displayed on the exhibit. All orders taken at the Festival must be dispatched promptly and where delivery time is more than 3 months after 24<sup>th</sup> March 2024, customers must be made aware of this at the time of ordering. Failure to abide by this regulation will mean that future applications for this event could be jeopardised.

## 3.3 Goods/Receipts

All items sold, over the value of £25.00, should be accompanied with a receipt bearing the Exhibitors trading address and or trading phone number.

## 3.4 Exhibitor's Dogs

Dogs are not permitted on site.

## 3.5 "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 games of chance or not. The definition of what constitutes "Cheap Jack", and "reasonable manner" shall rest entirely with the Officials.

## 3.6 Advertisements, Kites, Drones, Balloons and Blimps

### 3.6.1 The Exhibitor and their Event Staff are not permitted to:

- 3.6.1.1 affix any placard or advertisement to any part of the Showground outside their trade stand unless permission to do so has been obtained from the Organiser in advance
- 3.6.1.2 canvass Festival visitors or to distribute or display advertisements except on their own Trade Stand behind the Boundary
- 3.6.1.3 advertise by means of aircraft, loudspeakers, captive balloons, blimps, trailing banners over or in the immediate vicinity of the Showground or Public Car Parks
- 3.6.1.4 fly hot air balloons and/or any unauthorised radio-controlled aircraft/unmanned aerial vehicles\* of any sort – including Drones, either 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
- 3.6.1.5 take kites onto the Showground - and no balloons or Chinese lanterns or similar are to be sold or given on the Showground or in the vicinity of the Showground or its car parks.

## 3.7 Leaflets, Stickers, and Propaganda

- 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.
- The Exhibitor must not distribute "political propaganda" of any type in any marquee, Trade Stand, or part of the Showground under any circumstances whatsoever.
- The Society will determine what is "political propaganda" and may confiscate such "political propaganda" and/or remove the Exhibitor or their Event Staff from the Showground.

## 3.8 Noise

The Exhibitor must not use any public address equipment, noisy engines or make any undue noise to cause a nuisance or inconvenience to other Exhibitors and/or the Organiser. The Organiser will decide whether or not the noise is a nuisance or inconvenience and may confiscate or remove the said equipment articles. USE OF EXTERNAL, ELECTRIC, PETROL GENERATORS OR OTHERWISE ON THE SHOWGROUND OR IN THE CAR PARKS IS PROHIBITED.

## 3.9 Two Way Radio Equipment

If the Exhibitor wishes to use two-way radio equipment, they must have the appropriate license from Ofcom for their use. The Organiser reserves the right to limit the use of two-way radios on the Trade Stand and requests that the Organiser receives lists of frequencies which are to be used at the Festival at least one month prior to the Festival. 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 their license to the Organiser if so requested.

### **3.10 Radio Microphones**

Exhibitors wishing to use radio-microphones during the festival are required to inform the Organiser or the Society's Contractor of the frequencies they are intending to use at least one month prior to the event. The Organiser reserves the right to limit the number of frequencies and power. Any Exhibitor using the same frequency as the Organiser, or another Exhibitor can be asked to change frequencies or to cease using the radio-microphones.

### **3.11 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.

### **3.12 Collections and Games**

#### **3.12.1 Collections**

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

#### **3.12.2 Games of Chance** are prohibited.

### **3.13 Sale of Firearms, Laser Pens, Shotguns, Air Pistols, Catapults, Knives**

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, sold, or used as promotional material on the Showground. Catapults may be used or displayed on an official range. All sales must be mail order for delivery post Festival. These regulations are only part of the Organiser's Trade Stand Regulations and are supplementary to any police and firearm licence requirements.

#### **3.13.1 Sale of Knives**

The display of knives for sale (including knife blanks) must be in a locked display cabinet unless protected in a pre-sealed pack at the time of manufacture. Any trade stand displaying or selling knives must do so in accordance with current legislation and must ensure that an age verification system is enforced. All employees must be trained and aware of the system. Suitable age restrictions signage must be clearly on display. Trading Standards officers will be at the Festival and may use underage test purchasers to verify that the non-sale of knives to under 18's is being enforced.

### **3.14 Photographers**

It shall be a condition of entry to the Showground and Car Parks that no person shall ply for trade as a snapshot photographer or solicit trade as a photographer with visitors to the Festival or in any other capacity deemed by the Officials to cause a nuisance or inconvenience. The Organiser may expel anyone who infringes this clause from the Showground and Car Parks without repayment of the Admission Charge.

### **3.15 Wet Weather**

In the event of wet weather, the Organiser will assess the worst affected areas and if required distribute Miscanthus, or other substance outside of the trade stand opening hours.

## **4 ADMISSION AND REMOVAL OF EXHIBITS AND DISMANTLING OF TRADE STANDS**

### **4.1 Setting Up**

Stands can begin setting up their stands from Tuesday 19<sup>th</sup> March 2024.

#### **4.1.1 Contractors**

It is the Exhibitors responsibility to ensure that all stand contractors are notified in advance of arrival on the Showground to the Society Office underneath the Grandstand. 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 exhibitor is responsible for ensuring the relevant information is communicated to their contractors. Bath and West Shows Ltd reserves the right to stop any work which its officers or agents deem to be unsafe without any right to refund or compensation.

## 4.2 Operating Hours

The Exhibitor's Trade Stand must be open and manned to coincide with when the Festival is open to the public on Saturday 23<sup>rd</sup> to Sunday 24<sup>th</sup> March 2024 9.00am to 6.00pm.

HOWEVER, NO VEHICLE MOVEMENT WILL BE ALLOWED AFTER 8.00AM OR UNTIL 7.00PM ON ANY FESTIVAL EVENING

## 4.3 Mobile Units

If the Exhibitor has a large mobile unit, they are advised to have it in position by Tuesday 19<sup>th</sup> March 2024 as it may encroach upon adjoining Trade Stand space and need to be manoeuvred into position.

## 4.4 Lifting Equipment

Any Exhibitor requiring the use of a telehandler should book through the Facilities Office 01749 822204. Charges for the telehandler are £30.00 + VAT per use. All telehandlers must be pre-booked and pre-paid by 1<sup>st</sup> March 2024. Please note, the maximum load weight for the telehandler is 3 tonnes. A loading ramp is available in long stay car park. All exhibitors using this service will be asked to sign a form providing indemnity to the Organiser. Any exhibitor or their contractor using their own telehandler 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.

## 4.5 Breakdown

### 4.5.1 Dismantling

The Exhibitor or their Staff may not close or dismantle any part of the Trade Stand until after 6.00pm on Sunday 24<sup>th</sup> March 2024. Vehicles for the removal of Exhibits will not be permitted to move from internal positions or enter the Showground under any circumstances until after 7.00pm on Sunday 24<sup>th</sup> March 2024 or at such a time as the Organiser dictates.

### 4.5.2 Drivers

Vehicle drivers must use dipped headlights when entering the Showground after the close of the Festival to ensure their vehicle is seen by pedestrians and then leave via the same gate, times permitting. DO NOT USE HAZARD LIGHTS WHEN DRIVING ON SITE.

## 4.6 Security

The Exhibitor is advised that the Organiser will not be held responsible for security of their exhibit or any property whilst on the Showground. Please refer to crime prevention notice in the ticket pack.

## 4.7 Removal

### 4.7.1 Clearing Trade Stands

The Exhibitor's Trade Stand and Exhibit must be cleared from the Showground by Tuesday 26<sup>th</sup> March 2024.

### 4.7.2 Rubbish

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

### 4.7.3 Failure to Clear

If the Exhibitor fails to comply with 4.7.1 and 4.7.2, the Organiser will undertake the work and charge the expenses to the Exhibitor.

## 4.8 Signs

The Exhibitor must provide a clear sign bearing the name or trading name as entered on the Festival programme and it must be erected in such a way that it does not overshadow adjoining or neighbouring Trade Stands. What constitutes “overshadow” will be decided by the Organiser, in addition to No Smoking signs as prescribed by the Smoke Free Legislation (Health Act 2006).

## 4.9 Damage to Showground

Any Exhibitor causing damage to the showground or supplied tentage 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 their Staff from the Showground.

# 5 CATERING

## 5.1 Catering on Trade Stands

All Exhibitors must comply with the Organiser’s LPG policy which prohibits the use of LPG as a fuel for cooking inside buildings and marquees, (policy available on request). Exhibitors are at liberty to make such arrangements regarding catering/hospitality on their own Trade Stands as they wish subject to Clause 5.2 below. (see section 6.2 re LPG)

## 5.2 Sale of Food or Drinks from Trade Stands

No Exhibitor other than Official and Mobile Caterers and Trade Stands in the Food and Drink Area will be allowed to sell drinks or sell prepared or take-away food for consumption on the Showground. Wine companies who are Exhibitors will be allowed to give free sampling of their wines and also sell and accept orders by the bottle or case in accordance with the Licensing Act 2003.

## 5.3 Underage Consumption of Alcohol

Exhibitors are responsible for ensuring that no alcohol is obtainable from their Trade Stand by children or young persons or others in accordance with the Licensing Act 2003. Exhibitors must ensure that they uphold the principles laid down in the Licensing Act 2003 in respect of:

The prevention of crime and disorder

Public safety

The prevention of public nuisance

The protection of children from harm

## 5.4 Regulations

Exhibitors catering on their Trade Stands are required to conform to the Safety and Hygiene (England) Regulations 2013, The Food Hygiene (Market, Stalls and Delivery Vehicles) Regulations 1966 (as amended), the Licensing Act of 2003, the Health and Safety at Work etc. Act 1974, The Regulatory Reform (Fire Safety) Order 2005 and where applicable The Dangerous Substances and Explosive Atmosphere Regulations 2002 (DSEAR) and any other relevant legislation. Environmental Health Officers will be in attendance at the Festival and have the authority to shut down any Trade Stand. Exhibitors must also comply with Equality Act 2010 and The Health Act 2006 incorporating the Smoke free legislation.

## 5.5 Temporary Events Notice

**Exhibitors must apply for a TENS – Temporary Events Notice where relevant.**

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

The attention of Exhibitors is also drawn to Clause 3 with regard to vehicular access for catering organisations/suppliers servicing Trade Stands.

## 5.7 Weights and Measures

The sale of all alcoholic drinks must comply with the Weights and Measures Act 1985 (as amended) and in particular beer and cider must be sold in government stamped plastic serving measures or served using government stamped meters when a plastic drinks container is used.

## 5.8 Use of Plastic

All exhibitors must use paper cups, paper plates/boxes and wooden cutlery for recycling purposes. Polystyrene/plastic cups, containers or cutlery are not permitted on the Showground.

## **6 FIRE AND SAFETY**

### **6.1 Fire**

A fire risk assessment conforming to THE REGULATORY REFORM (FIRE SAFETY) ORDER 2005 must be carried out prior to trading. The Organiser's Fire Officers will be onsite visiting premises.

#### **6.1.1 Heating**

The Exhibitor or their Staff are not permitted to install heating or cooling appliances inside a Trade Stand which is not specifically laid out for the purpose and is at a safe distance from combustible materials. Appliances must be fixed securely on a firm non-combustible heat-insulating base and surrounded on three sides by shields of similar material e.g. fire proof insulating board. The shields are to be at least 2m away from combustible materials and care must be taken to ensure that no combustible materials can be blown against the apparatus.

#### **6.1.2 Inspection**

The Organiser reserves the right of inspection by one of its Officials or a representative of the Devon & Somerset Fire & 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.

#### **6.1.3 Extinguishers**

Advice on the type of extinguishers required can be sourced from the Organiser's Fire Officers.

#### **6.1.4 Straw/Bark**

The use of straw and bark fibre/mulch on the Showground to combat weather conditions is strictly prohibited.

#### **6.1.5 Sleeping**

All trade stand holders are reminded that if they intend to use their trade stand for the purposes of sleeping, then this must be indicated on your fire risk assessment so that the relevant authorities can be notified in the event of an emergency and as with all sleeping accommodation, a smoke detector must be provided.

#### **6.1.6 Record of Occupants**

Anyone intending to sleep in their trade stand must provide a visual reference of this fact (a notice in a prominent place stating the numbers of persons within the sleeping accommodation area).

#### **6.1.7 Fire Risk Assessments**

A fire risk assessment conforming to THE REGULATORY REFORM (FIRE SAFETY) ORDER 2005 must be carried out prior to trading. The Organiser's Fire Officers will be on site visiting premises.

#### **6.1.8 Open Fires**

No oil, cooking stove or barbecue of any description must be lit in the vicinity of the trade stand.

### **6.2 Liquefied Petroleum Gas (LPG) – Showground Policies**

#### **6.2.1 Prohibited Uses**

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).

#### **6.2.2 Sale**

The sale of LPG cylinders/cartridges of any volume is strictly prohibited in any of the above locations.

#### **6.2.3 Uses**

LPG cylinders/cartridges are allowed to be used on the Showground, however, the following PROCEDURES and REGULATIONS must be followed:

All installations must comply with the Gas Safety (Installation and Use) Regulations 1998.

All of the relevant Code of Practices compiled by UKLPG.

All the relevant HSE Documents.

Mobile Catering/Fire Explosion – for Traders and Caterers operating on the Showground.

Organiser's Fire Safety and Catering Regulations. All connections must be crimped

Organiser's representatives have the right to inspect any gas installation, appliance or equipment and request documentation.

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 can be held within a trade stand with the appropriate storage on a stand or unit etc. All hose connections must be made using crimped fittings or using a 'Quick Safe' push to fit system (jubilee clips are not accepted).

#### **6.2.4 General Rules**

Suitable notices must be attached to LPG installations including Catering Units, Heating Units etc. LPG warning signage must be displayed.

#### **6.2.5 Signage**

Pictorial Signs must conform to the Health and Safety (Safety Signs & Signals) 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.

#### **6.2.6 Securing**

As far as reasonably practicable LPG cylinders must be made secure to ensure they cannot be pushed over. LPG cylinders must be secured in an upright position.

#### **6.2.7 Storage**

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

#### **6.2.8 Catering Units**

On purpose built catering units 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.

#### **6.2.9 Installations**

A suitably qualified, competent Gas Safe engineer must carry out installations of LPG appliances, pipe work and fittings. Grills, toasters, and barbecues must have a flame suppression device fitted.

#### **6.2.10 Extinguisher Provision**

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.

#### **6.2.11 Extinguisher Maintenance**

Extinguishers must be selected and maintained in accordance with BS 5306-9-2015. This includes annual testing and records provided.

#### **6.2.12 Transportation**

The transportation of LPG around the Showground is strictly prohibited during the opening hours of the particular event.

#### **6.2.13 Changing**



The changing of LPG cylinders is strictly prohibited during the times when members of the public are allowed on to the Showground and should only be carried out by a competent person.

#### **6.2.14 Transportation out of hours**

All vehicles used for transportation of LPG on the Showground must conform to the relevant standards (separate advice documents available from the Showground Representative).

#### **6.2.15 Spare Cylinders**

All spare cylinders and all empty cylinders must be stored in the storage compartment or store cage on the trade stand, this supply must be sufficient for no more than a 24-hour period.

#### **6.2.16 No Smoking**

Trade stand holders are also required to display a “no smoking sign” on the entrances to their trade stand.

#### **6.2.17 Fire Exits**

Any trade stand allowing members of the public to enter must provide an alternative means of escape if the max travel distance exceeds 6m in tents or 12m in other temporary structures along with the appropriate fire exit signage for the use in the event of an emergency.

### **6.3 Electricity**

#### **6.3.1 Unauthorised Connections**

The unauthorised connection and sub-letting of electricity between the Exhibitor’s Trade Stand and/or any other stand is strictly prohibited. No electrical subcontractor will be allowed to wire the Trade Stand unless authorised by the Organiser, which has an appointed contractor and the use of electrical generators or otherwise is prohibited.

#### **6.3.2 Mobile Units**

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.

#### **6.3.3 PAT Testing**

All equipment must be suitably maintained and be fit for purpose prior to being brought onto the Showground. Portable electrical equipment must be PAT tested and suitably labelled and available for inspection by any of the regulatory authorities or agents of the Organiser.

#### **6.3.4 Sockets**

Electrical sockets must not be overloaded.

#### **6.3.5 Chargers**

iPhone/iPod and other appliance chargers must not be left plugged in and charging in sleeping accommodation or cattle lines when unattended.

### **6.4 Transport Safety**

#### **6.4.1 Guidelines**

To enable the Organiser to achieve a safer working environment for all users of the Showground the Exhibitor and their Event Staff must follow the guidelines listed below: -

NB: NO VEHICLE MOVEMENT (other than authorised Service Vehicles) WILL BE ALLOWED AFTER 8.00AM OR UNTIL 7.00PM ON ANY FESTIVAL DAY.

##### **6.4.1.1 Speed Limits**

All vehicles on the Showground are subject to a 5mph maximum speed limit and follow the stewarded and direct signage of the one-way system at all times.

##### **6.4.1.2 One Way System**

A one-way system is in force on the Showground throughout the duration of the set up, festival 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)

#### 6.4.1.3 **Trade Stand Access**

Whenever possible all vehicles should forward drive on and off the Trade Stand. If reversing is necessary, a signalman (banksman) must be positioned to the rear of the vehicle. Audible or visual reversing alarms must be fitted and used. Exhibitor Staff undertaking the signalman's role must have reasonable knowledge and experience to undertake the task safely. What is 'reasonable' will be decided by the Organiser.

#### 6.4.1.4 **Unloading**

Always ensure that when unloading takes place members of the public/other exhibitors are kept well clear of the area.

#### 6.4.1.5 **Movement**

For all vehicle movement all loads must be properly secured at all times.

#### 6.4.1.6 **Parking**

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

## 6.5 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 Festival 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.

## 6.6 First Aid

Exhibitors and their contractors are responsible for providing their own first aid provision. In addition to this First Aid will be based in the Showering Pavilion and is open from 09.00 Friday 22<sup>nd</sup> March to Sunday 24<sup>th</sup> June 2024. All accidents requiring medical treatment that occur on the showground and are not reported via the medical centre must be reported to the Festival Office. The nearest medical centre/hospital is Shepton Mallet.

## 6.7 Emergency

In the event of a major emergency requiring part or full evacuation of the site exhibitors will receive instructions on the action to be taken via the Festival's Incident Response Team. Please ensure that you follow their instructions are followed.

# 7 CANCELLATION BY ORGANISER/FORCE MAJEURE

## 7.1 Cancellation

If at the absolute discretion of the Organiser the Showground, in full or in part, becomes unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Festival for reasons beyond the reasonable 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) to cancel the Festival in full or in part. In these circumstances the parties agree and acknowledge that the Festival 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 GENERAL

## 8.1 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 or servant or Festival Staff or agent or to any Exhibit of whatever nature exhibited at the Festival by the said Exhibitor from whatever cause such death, injury, disease, damage or loss arises whether before, during or after the Show.

## 8.2 Indemnity by the Exhibitor

The Exhibitor will indemnify the Festival for:

- 8.2.1** all claims arising out of the Exhibit and the Exhibitor's staff and invitees conduct at the Trade Stand generally and against all claims, demands, damages, proceedings, costs, or expenses whatsoever in any way relating to or arising out of use of the Trade Stand by the Exhibitor.
- 8.2.2** 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 Exhibitors employees) arising wholly or in part from any act or omission of the Exhibitor.

## 8.3 Insurance

The Exhibitor must:

- 8.3.1** fully insure the Exhibit at the Trade Stand at the Showground and the Exhibitor's fixtures and fittings.
- 8.3.2** take out adequate third-party insurance in respect of the Exhibitor's use and possession of the Trade Stand.
- 8.3.3** It is a requirement that all Trade Stand owners have their own insurance. Please note that it is recommended that all stands have a minimum public liability insurance cover of £2.5 million for an outside space and £5 million for an inside space. In the event that the Exhibitor fails to do this they will not be allowed to participate in the Festival nor will they be entitled to a refund of the Exhibitor Monies.

## 8.4 Recovery of Fines, Fees, and Charges

Until payment is made of all fines, fees, charges and/or Exhibitor Monies the Exhibitor is prohibited from exhibiting on the Showground.

## 8.5 Certification by the Board of Trade

The Festival 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 Festival. 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 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 Festival by applying for a patent or other relevant Intellectual Property Rights protection before the Festival opens.

## 8.6 Health and Safety

The Organiser's General Statement on Health and Safety is detailed within this document and further information is available upon request. The Exhibitor and their Staff must comply with its content and observe all instructions by the Organiser of the Festival or statutory body at any time whilst on the Showground.

## Glossary of Terms

<b>“Admission Charge”</b>	The daily fee paid by any member of the general public to enter the showground and see the Festival.
<b>“Agreement to Exhibit”</b>	A long-term arrangement for a fixed site Trade Stand.
<b>“Application for Trade Stand Space”</b>	Is the entry form which must be completed by the Exhibitor to exhibit at the Festival and can be obtained from the Organiser on request.
<b>“Boundary”</b>	A line placed on the ground by the Organiser of the festival the place allocated for the Trade Stand or the Exhibitor for the Festival.
<b>“Car Parks”</b>	The car parks which surround the Showground and are in the control of the Organiser during the Festival.
<b>“Council”</b>	Mendip District Council, Cannards Grave Road, Shepton Mallet, BA4 5BT.
<b>“Essential Radio Services”</b>	Includes any local or national radio and the emergency services.
<b>“Exhibit”</b>	Any animal, article, plant, machinery, object or other involved in any competition display or otherwise exhibited at the Festival.
<b>“Exhibitor”</b>	The person, group of persons or Company who pays the Exhibitor Monies to the Organiser to hire the Trade Stand in order to Exhibit at the Festival.
<b>“Exhibitor Monies”</b>	The fee paid by the Exhibitor to the Organiser for the right to Exhibit at the Trade Stand in the Showground for the duration of the Festival.

<b>“Official and Mobile Caterers”</b>	Those who are authorised by the Organiser to sell drinks and food.
<b>“Officials”</b>	Those persons appointed by the Organiser to keep control of the Festival and enforce these Terms and Conditions and stewards appointed by the Organiser or any other person appointed by a government body including any member of the police force.
<b>“Organiser”</b>	Bath and West Shows Ltd. (Company Number 8680261) whose registered office is at the Showground, Shepton Mallet, Somerset, BA4 6QN.
<b>“Show Staff”</b>	All contractors, suppliers, employees, and agents of the Exhibitor.
<b>“Showground”</b>	The Bath and West Showground, Shepton Mallet, Somerset BA4 6QN.
<b>“Trade Stand”</b>	The space allocated by the Organiser for the Exhibitor to Exhibit at the Show.
<b>“Trade Stand Fee”</b>	The amount due to the Organiser from each Exhibitor in respect of their Trade Stand.
<b>“Pre-Festival Vehicle Pass”</b>	A complimentary pass which allows the Exhibitor’s vehicle, driver, and passengers to enter and leave the Showground free of charge at any time prior to 23.59hrs on Thursday 21 <sup>st</sup> March 2024.

### **Observance of Terms and Conditions**

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