

# ROYAL BATH AND WEST SHOW 2023

## 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 Show 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 Show. 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 Show.

#### 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 on a peg positioned in one of 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 Show 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 Showground to exhibit.

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

#### 2.1 Exhibitor Wristbands

Exhibitor Wristbands will be issued for the sole use of the Exhibitor and any member of their Staff. The allocation will be as per the Trading Opportunities Brochure and allows only one person to be admitted at all times during the Show. There will be no exchanging of wristbands for day tickets after the 1<sup>st</sup> May 2023.

#### 2.2 Exhibitor Access

##### 2.2.1 Setup

On Wednesday 31<sup>st</sup> May 2023 Exhibitor vehicles which do not display a Vehicle Pass or Pre-Show 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. All public car parks will be open for parking to the Exhibitor and their Staff free of charge. Failure to do so will result in forfeit of fee paid.

### **2.2.2 Show Days**

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 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. Any delivery that arrives outside of these hours must be pre-arranged with the Trade Stand Stewards, who will accept the delivery upon contact with the Exhibitor. 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.

### **2.2.3 Prohibited Vehicles**

The Exhibitor and their Staff and their contractors are prohibited from using mopeds, segways, bikes, skateboards or bicycles during the hours the Show is open to the public and on Wednesday 31st May 2023.

### **2.2.4 Deliveries**

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. Collections can take place from Tuesday 30<sup>th</sup> May 2023 from the Trade stand office.

### **2.2.5 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.

### **2.2.6 One Way System**

There is a one-way system in force on the Showground throughout the duration of the Show. 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 Show days (Thurs-Sat inclusive).

## **2.3 Trade Stand Caravan Pass or Tent Pass**

One Trade Stand Caravan or Tent pass is available to each Exhibitor who wishes to apply by completing the relevant section on the Trade Stand Application Form. The Trade Stand Caravan and Tent passes enable a caravan or tent to be parked/pitched as instructed by the Organiser in the vicinity of the Trade Stand free of charge. Additional Trade Stand caravan and tent passes are available at a cost of £50.00 for an additional caravan and £25.00 for an additional tent each inclusive of VAT. Competing demands will be dealt with at the discretion of the Organiser. All caravans must be parked 5m apart.

## **2.4 Additional Exhibitor Day Tickets/Wristbands**

Exhibitors requiring additional day tickets may purchase these at the Exhibitors Pre-Show price of £17.00 each, per day inclusive of VAT. Wristbands which are valid for all three days of Show are also available at £50.00 each inclusive of VAT when purchased prior to the day of the Show. Wristbands must be worn at all times.

## **2.5 Passes for Use Other Than Show Opening Times**

After 7.00pm on Thursday and Friday evenings of the Show, 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-Show vehicle passes which exit the Showground will not be readmitted after 23.59 on the Wednesday.

## **3 NATURE OF EXHIBITS**

### **3.1 Description of Exhibits in the Show Programme**

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

### **3.2 Goods Ordered at the Show**

Every Exhibitor will be required to furnish to customers placing orders at the Show, the articles exhibited by them or others of equal quality at prices not exceeding those displayed on the exhibit. All orders taken at the Show must be dispatched promptly and where delivery time is more than 3 months after the 5<sup>th</sup> June 2023, 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, with the exception of food, over the value of £25.00 should be accompanied with a receipt bearing the Exhibitors trading address and or trading phone number.

### **3.4 Exhibition of Livestock on Trade Stands**

#### **3.4.1 Animal Health Declaration**

If the Exhibitor wishes to Exhibit livestock on their Trade Stand or otherwise they must complete an Animal Health Declaration Form and comply with the regulations contained in the Organiser's Stock Schedule. Please apply to the Organiser for details. Any Exhibitor arriving at the Show with livestock for which the Organiser has not received an Animal Health Declaration Form prior to arrival will be refused entry onto the Showground.

#### **3.4.2 Movement Order**

If livestock of any description are to form part of the Exhibitor's Exhibit the Exhibitor must obtain any necessary movement order from DEFRA or other appropriate authority and comply with any regulations which may be in force at the time of departure to or from or at the Show.

#### **3.4.3 Health and Safety**

The Exhibitor must comply with the arrangements made by the Organiser to meet Health and Safety Regulations regarding the handling of livestock in public areas. All livestock must enter the Showground through the stock entrance, or other as advised in writing, which will be indicated by the Organiser to the Exhibitor or their Show Staff and be inspected by the Organiser's Veterinary Surgeon before entry onto the Showground. The Organiser's Veterinary Surgeon may at their discretion refuse entry to livestock of the Exhibitor.

#### **3.4.4 Handwashing**

Any Exhibitor with livestock on their trade stand must ensure that their staff are aware of where the nearest hand washing facilities are and be able to direct members of the public to these. Hand wash signage will not be provided by the Show. All animals and their pens must be in a clean condition and this standard must be maintained throughout the Show.

### **3.5 Exhibitor's Dogs**

Any exhibitor bringing their dog to the show must ensure that it is under their control at all times and is not permitted to run freely on the showground. Dogs must be on a short non-retractable lead at all times. Dogs must not be left in vehicles where there is a danger to their wellbeing.

### **3.6 "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.

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

### 3.7.1 The Exhibitor and their Show Staff are not permitted to:

- 3.7.1.1 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
- 3.7.1.2 canvass Show visitors or to distribute or display advertisements except on their own Trade Stand behind the Boundary
- 3.7.1.3 advertise by means of aircraft, loudspeakers, captive balloons, blimps, trailing banners over or in the immediate vicinity of the Showground or Public Car Parks
- 3.7.1.4 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
- 3.7.1.5 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.

## 3.8 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 his Show Staff from the Showground.

## 3.9 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.

## 3.10 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 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 their license to the Organiser if so requested.

## 3.11 Radio Microphones

Exhibitors wishing to use radio-microphones during the Show 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.

## 3.12 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.

## 3.13 Collections and Games

### 3.13.1 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.

**3.13.2 Games of Chance** are prohibited.

### **3.14 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 Show. These regulations are only part of the Organiser's Trade Stand Regulations and are supplementary to any police and firearm licence requirements.

#### **3.14.1 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 Show and may use under age test purchasers to verify that the non-sale of knives to under 18's is being enforced.

### **3.15 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 Show 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.

### **3.16 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**

Underground services

#### **4.1.1 Open Ground**

If the Exhibitor's Trade Stand is on Open Ground, they may commence setting up their Trade Stand as from 9.00am on Wednesday 17<sup>th</sup> May 2023 or earlier by arrangement with the Organiser. Any necessary excavation of the site must be approved by the Organiser in advance.

#### **4.1.2 Covered Tentage**

Covered Tentage will be ready for occupation on Monday 29<sup>th</sup> May but exhibitors are advised to check with the Trade Stand Office before coming to the Showground to ensure the Covered Tentage is ready for occupation. Indoor Areas will be ready for occupation from Monday 29<sup>th</sup> May.

#### **4.1.3 Contractors**

It is the Exhibitors 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 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 Show is open to the public on Thursday 1<sup>st</sup> June to Saturday 3<sup>rd</sup> June 2023 9.00am to 6.00pm.

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

## 4.3 Mobile Units

If the Exhibitor has a large mobile unit, they are advised to have it in position by Friday 26<sup>th</sup> May 2023 as it may encroach upon adjoining Trade Stand space and need to be manoeuvred into position.

## 4.4 Pools and Spas

Prior approval for filling pools and spas is required from the Estates Office prior to commencement of filling any unit. If exhibitors plan to include Chlorine in their exhibit, at the close of Show, a neutralizing agent **MUST** be added before the water is released and a record of the amounts of Chlorine placed in each unit need to be retained for inspection by the relevant authorities. This is to comply with the Environmental Protection Act to avoid pollution of the water course and drainage system here on the Showground.

## 4.5 Lifting Equipment

Any Exhibitor requiring the use of a forklift or tractor should book through the Facilities Office 01749 822204. Charges for the forklift are £30.00 + VAT per use. All forklifts must be pre-booked and pre-paid by 1<sup>st</sup> May 2023. Please note, the maximum load weight for the forklift 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 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.

## 4.6 Breakdown

### 4.6.1 Dismantling

The Exhibitor or their Staff may not close or dismantle any part of the Trade Stand until after 6.00pm on Saturday 3<sup>rd</sup> June 2023. 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 Saturday 3<sup>rd</sup> June or at such a time as the Organiser dictates.

### 4.6.2 Drivers

Vehicle drivers are advised to line up vehicles at the most convenient gate for their 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 and then leave via the same gate, times permitting. NB Main Gate is EXIT ONLY. DO NOT USE HAZARD LIGHTS WHEN DRIVING ON SITE.

## 4.7 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.

## 4.8 Removal

### 4.8.1 Clearing Tradestands

The Exhibitor's Trade Stand and Exhibit must be cleared from the Showground within 7 days of 3<sup>rd</sup> June 2023.

### 4.8.2 Restoration

If the Exhibitor breaks the soil in the Showground for the purpose of fixing their Exhibit they must restore the same within 7 days of 3<sup>rd</sup> June 2023.

### 4.8.3 Rubbish

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

#### **4.8.4 Failure to Clear**

If the Exhibitor fails to comply with 4.8.1, 4.8.2 and 4.8.3, the Organiser will undertake the work and charge the expenses to the Exhibitor.

#### **4.8.5 Food and Drink**

Food and Drink Area exhibits must be cleared off site within 3 days of Show

#### **4.8.6 Tentage**

All tented units must be vacated, and items removed within 24 hours of the close of Show on 3<sup>rd</sup> June 2023.

### **4.9 Signs**

The Exhibitor must provide a clear sign bearing the 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. 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).

### **4.10 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 Under Age 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 Show 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 the Covered Tentage or 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 Show or 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 Flagpoles**

Flagpoles and other structures must be erected at least 3m from any telegraph pole and at least 7m clear from any electricity or telephone wires.

#### **6.3.2 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.

#### **6.3.3 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.

#### **6.3.4 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.

#### **6.3.5 Sockets**

Electrical sockets must not be overloaded.

### **6.3.6 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 Regulations Applicable to Machinery in Motion, Engines etc**

### **6.4.1 Fuel**

Only smokeless fuel will be permitted during the times the Show is open to the public.

### **6.4.2 Moving Parts**

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.

### **6.4.3 Power Units**

All tractors or power units fitted with implements or attachments must be effectively protected. If the Exhibitor exhibits chainsaws, they may only give working demonstrations if special written permission is obtained from the Organiser.

### **6.4.4 Petroleum Spirit**

While the Organiser reserves to itself the right to exclude 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.

### **6.4.5 Boiler Certificates**

Where applicable boiler certificates must be forwarded to the Organiser in advance of the Show.

### **6.4.6 Risk Assessments**

The Organiser must be provided with risk assessments to cover all working demonstrations by 19<sup>th</sup> April 2023. If not provided the Organiser reserves the right not to allow the demonstration to go ahead.

### **6.4.7 Static Machines**

No static machine or equipment must rely solely on hydraulic or pneumatic pressure system as a means of support. These must be supported by mechanical means (e.g. metal strop) for inspection to confirm that a switch valve is installed. Under no circumstances should raised components rely solely on hydraulic pressure to remain in position.

### **6.4.8 Passengers**

Passengers may only be carried in cabs where a purposed built seat for carrying passengers is provided and where there is no distraction to the driver.

## **6.5 Transport Safety**

### **6.5.1 Guidelines**

To enable the Organiser to achieve a safer working environment for all users of the Showground the Exhibitor and their Show 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 SHOW DAY.

#### **6.5.1.1 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.

#### **6.5.1.2 One Way System**

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)

#### 6.5.1.3 **Tradestand 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.

#### 6.5.1.4 **Unloading**

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

#### 6.5.1.5 **Movement**

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

#### 6.5.1.6 **Parking**

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

### 6.6 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.

### 6.7 First Aid

Exhibitors and their contractors are responsible for providing their own first aid provision. In addition to this the medical centre on site is open from 09.00 Tuesday 30<sup>th</sup> June to 14.00 Sunday 4<sup>th</sup> June 2023. All accidents requiring medical treatment that occur on the showground and are not reported via the medical centre must be reported to the Show Office. The nearest medical centre/hospital is Shepton Mallet.

### 6.8 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 Show's Incident Response Team. Please ensure that you follow their instructions are followed.

### 6.9 Ram Stops

Ram stops must be in place on any display machinery on Trade Stands.

## 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 Show 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 Show in full or in part. In these circumstances the parties agree and acknowledge that the Show 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 Show 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.

## 8.2 Indemnity by the Exhibitor

The Exhibitor will indemnify the Show 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 Show 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 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 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.

## 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 Show 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 Show.
<b>“Agreement to Exhibit”</b>	A long-term arrangement for a fixed site Trade Stand.
<b>“Animal Health Declaration Form”</b>	The declaration concerning Exhibitor’s livestock to be exhibited at the Show.
<b>“Application for Trade Stand Space”</b>	Is the entry form which must be completed by the Exhibitor to exhibit at the Show and can be obtained from the Organiser on request.
<b>“Avenue”</b>	The walkway on to which the Trade Stand fronts.
<b>“Boundary”</b>	A creosoted line or lines placed on the ground by the Organiser to show the place allocated for the Trade Stand or the Exhibitor for the Show.
<b>“Car Parks”</b>	The car parks which surround the Showground and are in the control of the Organiser during the Show.
<b>“Closing Date for Existing Exhibitors”</b>	The 1st day of February 2023.
<b>“Council”</b>	Mendip District Council, Cannards Grave Road, Shepton Mallet, BA4 5BT.
<b>“Covered Tentage”</b>	Trade Stands, which are aluminium framed tents, supplied by the Organiser on the Showground.
<b>“Essential Radio Services”</b>	Includes any local or national radio and the emergency services.
<b>“Existing Exhibitors”</b>	Exhibitors who exhibited at The Royal Bath & West in previous years.
<b>“Exhibit”</b>	Any animal, article, plant, machinery, object or other involved in any competition display or otherwise exhibited at the Show.
<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 Show.
<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 Show.
<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 Show 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>“Open Ground”</b>	Trade Stands which are not Covered Tentage and located on the Showground
<b>“Show”</b>	The Royal Bath and West Show 2023 taking place at the Showground.
<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>“Veterinary Surgeon”</b>	Persons appointed to act as veterinary surgeons at the Show.
<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>“Stock Schedule”</b>	The Schedule of livestock classes.
<b>“Pre Show 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 Wednesday 31 <sup>st</sup> May 2023.

### Observance of Terms and Conditions

The Exhibitor and his Show 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 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.