

WEDNESDAY 19th July, 2017

TERMS & CONDITIONS



Please read all the terms and conditions carefully

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Florida Marquees Ltd

Spellowgate

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Show Set up

All exhibitors and contractors must sign in at the Show office from Friday 14th July and hi viz clothing must be worn during this set up period.

Exhibitors and contractors must arrange for the delivery of all implements, goods, marquees and other requirements before 8.30am on Wednesday 19th July. Roads, car parks and other areas on the Society's property shall be regarded as highways with special reference to road markings, speed restrictions (5mph on all Society property) and the observations of parking restrictions.

All vehicles must be off the site by 8.45am, in preparation for the Show opening at 9.00am.

No delivery by van or otherwise will be permitted after that hour, except by written permission from the Chief Executive.

NO MOTOR VEHICLES will be allowed on the ground until **6pm** *THIS RULE WILL BE STRICTLY ENFORCED*.

NO STAND MAY BE DISMANTLED UNTIL 6pm

IF VEHICLES ARE MOVED BEFORE THIS TIME THE SOCIETY RESERVE THE RIGHT TO REFUSE THE OFFENDING TRADE STAND SPACE AT ANY FUTURE EVENTS HELD AT THE DRIFIELD SHOWGROUND.

Times of Opening and Closing.

All stands must be open by 8.45am on the morning and manned throughout the time the Show is open to the public.

Stands may not close before 6pm.

- 1. <u>Application for Space</u>. Entries will close on 1st February, 2017 for returning tradestand space. All applications must be submitted on the official entry form, which must be signed by the exhibitor or his representative in acceptance of the regulations. The Society reserves the right to refuse any entry whatsoever, whether received prior to closing date for entries or not, or to cancel any entry which may have been accepted.
- 2. Cancellations. If an exhibitor cancels a trade stand application
 - prior to 31st May 2017, an administration fee of £50.00 will be deducted from any refund.
 - after 1st June 2017, for whatever reason, will result in the forfeit of all fees.

The Society reserves the right to re-let the space. Stands will not be allowed to set up until full payment has been made on any outstanding invoices.

- 3. <u>Exhibitor Tickets</u>. Trade exhibitors will be entitled to a number of free admission tickets in proportion to the size of their stand. All additional tickets must be paid for prior to receipt. The charge for these will be at a concessionary rate if purchased before 19th July 2017. All exhibitors accessing the site on Show day are required to have a valid exhibitor ticket. Those leaving to park cars in car parks will receive a pass out stamp on exit of the showground.
- 4. <u>Catering</u>. Exhibitors may supply refreshments free of charge to their customers. However, under no circumstances will they or anyone on their stand be permitted to sell or receive money for refreshments. Exhibitors catering on their own stand are reminded that they must conform to the requirements of the Food Hygiene Regulations. Trade exhibitors who provide a catering service to their visitors may apply for special staff admission tickets and these will be sent direct to the caterers. All catering requirements and staff must be on the field before 8.30am. No cooking is to be done inside any of the marquees supplied by the Society, except for the Food Theatre, and then only by the Society chefs.
- 5. No exhibitor will be allowed to dig up the ground in any part of the stand allotted to him without written permission of the Chief Executive, and without undertaking to pay for the damages (if any) incurred thereby. EXHIBITORS ARE REQUIRED TO CONTACT THE CHIEF EXECUTIVE IF THEIR EXHIBITION NECESSITATES THE DIGGING OF HOLES OR DRIVING OF STAKES, PEGS ETC, INTO THE GROUND TO AVOID CONTACT WITH ELECTRICITY CABLES AND WATER PIPES. A plan of these cables and pipes is available at the show office for consultation and all exhibitors must ensure that this is done before work commences. any such work is carried out at the exhibitor's own risk and the cost of any damage caused must be paid for by the exhibitor.
- 6. <u>Refunds</u> Cancellations by the Organiser/Force Majeure. If at the absolute discretion of the Society 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 Society including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of God, strikes, riots, disease or any other cause, the Society will reserve the right (but shall not be obliged) to cancel or postpone this Show or any particular section or event(s), for any legitimate reason, without compensation. In these circumstances the parties agree and acknowledge the Society shall <u>endeavour</u> to refund the Exhibitor 100% of their stand fees until two weeks before the Show, 50% of stand fees within one week of the Show, however if the Show is cancelled once it has commenced, stand fees will not be refunded.

EXHIBITORS ARE ADVISED TO CARRY THEIR OWN CANCELLATION INSURANCE.

7. <u>Litter and Damage to the Site</u>. Exhibitors are required to clear their stand of rubbish at the end of the Show. Litter and other refuse must be removed to the skips provided. All stand sites must be left in a clean and tidy condition, including the filling in of holes, and sites must be completely cleared within <u>5 days</u> of the Show. If excessive amounts of litter or other refuse is left on site after the Show, a charge will be made to cover the cost of removal and of making good damage. Security will cease on site on Thursday 20th July 2017 at 5pm.

8. <u>AGRICULTURAL TRADE EXHIBITIONS</u> include the display of agricultural machinery, produce and accessories or goods, etc. Also comprising of businesses that have a significant part of their business with the agricultural sector and forestry and fencing industries for the purpose of display of machinery and equipment, sales through orders and direct sales. Caravans and marquees are permitted for the entertainment of clients and other displays, where no direct sales of alcohol or food takes place. In all cases the Chief Executive's decision is final.

NON AGRICULTURAL EXHIBITIONS AND RETAIL SALES STANDS comprise of stand holders who are exhibiting for the purpose of cash sales and exhibitions of goods or services, which are not agricultural trade exhibitions. The minimum site frontage for these stands is 3 metres. NOTE: Applicants wishing to sell confectionery, fruit, tobacco or liquid refreshment must clearly state this on the application form. NOTE: Applicants shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, entertainment, from the Performing Right Society, from Phonographic Performance Ltd, or otherwise and for the observance of the same. The hirer shall use the location details as agreed with the Society in all license applications. NOTE: The Society reserves the option to let the catering rights, the ice cream, hotdogs, cigarettes and pre-packed confectionery rights. In all cases the Chief Executive's decision is final.

<u>MOTOR TRADE AND CARAVAN EXHIBITIONS AND RETAIL SALES STANDS</u> include the display of motor vehicles and caravans, produce and accessories or goods etc. In all cases the Chief Executive's decision is final.

RURAL CRAFTS must be items made or finished by hand. FOOD exhibitors will not be accepted in this area.

<u>LOCAL FOOD AREA</u> is for local food producers within a 30 mile radius of the Driffield Showground.

FOOD ZONE AREA is for exhibitors beyond the 30 mile radius of the Driffield Showground

Show set up, the Showground will be open for tradestand set up during the following times
 Saturday 15th July / Sunday 16th July 9am – 5pm
 Monday 17th July / Tuesday 18th July 7am – 8pm

- All exhibitors and contractors must sign in at the Show office from Friday 14th July and hi viz clothing must be worn during this set up period.
- A board displaying underground electrical cables and Health and Safety notices will be posted outside the office during the set up period.
- All Stands must be complete by 8.45 am on the morning of the show.
- 10. <u>Show break down</u>, tradestands cannot be dismantled until 6pm on the day of the show and the showground will be open during the following times for breakdown

Wednesday 19th July 6pm – 9pm Thursday 20th July / Friday 21st July 9am – 6pm Monday 24th onwards normal office hours

- All tradestand need to be cleared from site no later than Tuesday 25th July at 5pm
- 11. Games of chance and the selling of goods by auction, the use of loudspeakers, shouting or other behaviour which might annoy visitors or exhibitors is strictly forbidden. Exhibitors infringing this regulation are liable to a fine of £500, have their stand closed down and their goods confiscated by the Society.

<u>Please note – you are not permitted to hand out leaflets away from your trade stand.</u>

- 12. No exhibitor will be allowed to sub-let any part of his stand without permission from the Chief Executive in writing.
- 13. All machinery must be supplied in accordance with the Supply of Machinery (Safety) Regulations 1992 and any other legislation that may be applicable.
- 14. <u>Unloading/loading service</u> is available. All exhibitors requiring assistance with the loading or unloading of heavy equipment must contact the Show office and *pre-book*. (A £5 charge is payable to the driver at the time for this service).
- 15. Covered space is normally supplied in bays 3 metres wide by 6 metres deep and 2.5 metres to the eaves.
- 16. <u>Electricity</u>. Mains electricity may be supplied to all parts of the Showground, and this facility covers the cost of supply from the feeder point to the stand, cable, plugs etc, the cost of supply used and the disconnections at the end of the Show. Any supply is for the use of that stand only and its use by another stand holder is strictly prohibited and will result in the supply being disconnected and the stand holders not invited in the future. Please complete the enclosed electricity request form and return with your completed application pack. All portable electrical equipment should be in sound working order and hold a valid PAT certificate.

10 days in advance of the Show underground electrical cables will be marked with a highlighting spray marker line. These lines are to be avoided within 75cm (30 inches) on each side of the line. If this is ignored and a cable is damaged a charge to the exhibitor will be made. Please be aware that power may not be turned on at all times during set up. Exhibitors are required to contact the Chief Executive if their exhibition necessitates the digging of holes or driving of stakes, pegs etc into the ground to avoid contact with electricity cables and water pipes. Failure to do so will result in any damage being caused being paid for by the exhibitor.

GENERATORS ARE NOT ALLOWED

- 17. <u>Water</u>. Any exhibit wishing to use large volumes of water must obtain approval from the Chief Executive in advance and a charge may be applied.
- 18. <u>Grass cutting</u>. The Society will undertake to keep the grass on all stands cut to a reasonable length up to the end of June, but thereafter cutting and trimming will be the responsibility of the stand holder concerned, WHO IS ALSO RESPONSIBLE FOR THE REMOVAL OF CUTTINGS FROM THE SHOWGROUND. The cutting of grass after the end of June may be arranged through the Society for which a charge will be made.
- 19. <u>Ground Condition</u>. The Society will not be held responsible for the ground condition of the sites offered and will not guarantee to make good such sites.
- 20. <u>Marquees</u>. For details of preferred marquee suppliers please contact the Show office.

 When ordering your tradestand please allow sufficient room for the guy ropes of your marquee to be incorporated into the space allocated to you. Any exhibition encroaching into the pedestrian area or into space allocated to another exhibitor will be taken down and removed.

21. Livestock on Stand.

- a. All livestock is subject to:
 - i. Movement control
 - ii. Controls applied by DEFRA and any other authorities in relation to health status within DEFRA or other recognised scheme for a species
 - iii. Declaration of disease-free certification
 - iv. All livestock and birds must be accompanied by the appropriate documentation.
- b. All livestock and birds are subject to the orders of DEFRA and local authorities, which may be operative at the time of the Show.

- c. Exhibitors are wholly responsible for obtaining all certificates and permits, including those required to leave the Showground at the end of the Show.
- d. A competent stockman must attend animals on trade stands throughout the Show.
- e. The Chief Executive must be notified of any intent to bring livestock for display on a trade stand one month in advance of the Show Day.
- f. A Control & Decontamination Point must accompany all livestock exhibitions, as specified by DEFRA.
- 22. <u>Disclaimer of Liability and Responsibility of Exhibitors</u>. Save for death or personal injury caused by the negligence of the Society, its servants or agents, the Society will not be responsible for death, injury, disease or loss caused to any exhibitor or to his or her servant or agent, or to any animal, insect, bird, or thing of whatever nature, exhibited by the said exhibitor or by any vehicle brought by the exhibitor on the Showground or car parks from whatever cause of death, injury, disease or loss arises. Save as aforesaid, the exhibitor of any animal, insect, bird or thing of any nature whatever will indemnify the Society for any damage, loss injury or disease occasioned by the said exhibitor his servants, agents or by the said animal, insect, bird or thing or by any such vehicle, however such damage, loss, injury or disease shall be caused.
 - a. The Society shall not be liable for any loss or damage arising from any error in the apportionment of space or for any encroachment by an exhibitor on the space apportioned to another. No liability will be accepted by the Society for short footfall during the day, this is an open air event that is dependent on many external forces.
 - b. The Society, its Officers or Servants will not be, in any way, liable to any persons whatsoever for any damage or loss, however caused, to the property of any such person or for any injury, fatal or otherwise, to any such person or while upon the Society's Showground or car parks or while entering or leaving the same.
 - c. Each exhibitor shall be solely liable for any loss, injury or damage that may be done to or occasioned by or arising from any article or property exhibited or brought onto the Showground by or for him, and he shall indemnify the Society on account of or in respect of such damage or injury which may be so caused.
 - d. Exhibitors shall be held liable for the behaviour and for any misconduct or negligence of their servants or contractors and the consequences thereof. All exhibitors are to provide a copy of the current Public Liability Insurance Certificate.
 - e. Acceptance of the By-Law shall be a condition of entry or participation in any event, competition or display promoted or arranged by the Society.
 - f. All exhibitors at the Driffield Show must complete the RISK ASSESSMENT Form and return it with their Trade Stand application.
 - 23. <u>Health & Safety</u> is the responsibility of all on site. The Society will not be responsible in any way for any article, plant, machinery or object of any kind exhibited on the Showground. The exhibitor shall assume full responsibility therefore including liability for all claims arising out of the exhibition, handling or housing of such exhibits and the conduct of the stand generally. The exhibitor shall indemnify the Society against all claims, damages or expenses whatsoever in anyway arising out of the presence of the exhibitor or his exhibits on the Showground. Acceptance of the foregoing provision shall be a condition of entry. Exhibitors must have in effect Public Liability Insurance with a reputable insurer.

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- 24. <u>Health and Safety Regulations.</u> Exhibitors are reminded that they are responsible for the observance, by themselves, their employees and their contractors of all relevant legislation including the Health and Safety at Work etc Act 1974 applicable to their exhibit/stand, and the relevant statutory provisions that covers all Safety Regulations together with the requirements of the Health and Safety Executive as given in Health and Safety Standards at Agricultural Shows, Demonstrations, Exhibitions and Similar Events dated 14 March 1990. The Guidelines of the Health and Safety Executive should be adhered to if LPG is used. The Driffield Agricultural Society operates a Health and Safety policy and copies can be obtained from the Show Office. These requirements will be enforced by the Local Authority Inspectors and the Society's Health and Safety Officer. Show officials are authorised to order the removal from the Showground of any article, animal or person, who in the opinion of the Society is causing or likely to cause, a nuisance, disturbance or breach of the peace, or an infringement of the Health and Safety Act (etc) 1974, or to close the stand of any exhibitor who does not fully conform to these regulations or instructions of Society Officials.
 - a. Exhibitors are responsible for the adequate fencing-off of all exhibits and structures (including tent pegs) dangerous to Show visitors.
 - b. All mechanical and hydraulic devices must be guarded and safely secured against dangerous or unintended operation.
 - c. Where steps are provided these must be firm and strong and must have non-slip surfaces and hand rails.
 - d. Safety requirements for children are often different from those for adults. For example; guards need to be lower, safety fencing needs to go down to ground level to prevent small children getting underneath, and finger traps must be avoided.
- 25. <u>Fire Safety</u>. Stand holders must include fire risk in their risk assessment. A 'No Smoking' policy must be adhered to in all marquees/ caravans etc and attendants should be on duty during the whole time the public are in the structures. Every stand must be equipped with firefighting facilities, which must be accessible and

maintained in a functional condition. No exposed flame or heat source should be placed near to canvas or combustible material.

- 26. <u>Liquid Petroleum Gas (LPG)</u>. The use of gas bottles by food hall trade stands is *prohibited* within the Food Hall please order sufficient electricity supply.
 - a. All persons using LPG must submit a full risk assessment and that all equipment must have the relevant test certification, which must be available for inspection on the day of the Show.
 - b. LPG cylinders should be stored on firm, level ground at least 1metre away from any building.
 - c. To prevent tampering, every LPG storage area should be enclosed in a lockable compound of robust wire mesh or similar. Cages or surrounds made of wood or other combustible material are not acceptable.
 - d. Propane cylinders must be used only in the open air and must not be used inside marquees, tents or other enclosures.
 - e. Where working exhibits are within reach of exhibition visitors, notices shall be displayed stating that the appliance is working and should not be touched
- 27. <u>Risk Assessment Forms.</u> A 'Trade Stand Fire & General Risk Assessment' form will be sent to every exhibitor with their application pack which is to be completed and returned with your application and a copy of your public liability certificate.
- 28. <u>Security</u>. Whilst security services operate throughout the period, from Saturday, 15th July at 18.00 to Thursday 20th July at 18.00, neither the Society nor the security firm, can take any responsibility for any theft, damage or vandalism that may occur.
- 29. <u>Performing Rights Society Ltd (PRS) Copyright Act 1956</u>. No person may perform or allow to be performed any copyright music in public without the permission of the copyright owner. The trade stand holder should pay the fee for such a licence to PRS. PRS inspectors monitor events of this nature. The Society cannot accept responsibility for any action taken against a stand exhibitor or any other person who contravenes the Copyright Act 1956.
- 30. <u>Photographers</u>. No person shall ply for trade as a "snapshot" photographer or solicit business on the Society's grounds and car parks, with trade stands, exhibitors or other visitors to the Show. The Society reserves the right to expel from its property, without refund, anyone who infringes this regulation. Any person wishing to take photographs of stands or animals for commercial purposes must produce their credentials at the Show Office on the day of the Show and obtain an official badge. Official Society Photographers will have a badge; others wishing to obtain permission must apply before the Show.
- 31. <u>The sale of Firearms, Shotguns, Air Pistols etc.</u> Any intention to sell firearms must be notified to the Chief Executive at time of application, but no less than one month in advance of the Show to enable discussions over location, licensing etc. In all cases the Chief Executives decision is final. Selling of BB Guns, pellets, peashooters and catapults is strictly prohibited. Any exhibitor found selling such items will be asked in the first instance to withdraw them from sale and on the second instance will be removed from the Showground.



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