

Rules and Regulations

In these Rules and Regulations the term 'Exhibitor' includes all employees, representatives or agents of such and the terms 'Show' and 'Event' shall be deemed to mean the Sparsholt Countryside Day. The term 'Organiser' shall be deemed to mean Sparsholt College and its representatives. 'Site' shall be deemed to mean Sparsholt College Hampshire, Westley Lane, Sparsholt, Winchester, Hampshire SO21 2NF. 'Fees' can be found on the booking forms accompanying the Rules and Regulations. 'PPL' means Phonographic Performance Ltd and 'PRS' means Performing Right Society. 'BS 7837' means the specification for flammability performance for textiles used in the construction of marquees and similar textile structures.

1 Exhibitor's Responsibility

All exhibitors and other persons in charge of exhibits and all persons admitted onto the site shall be subject to the rules and regulations and shall obey orders of the Organiser. Exhibitors shall be answerable for the conduct of their assistants or representatives. Any persons found acting in breach of these conditions may be ejected from the site and denied re-entry.

2 Public Opening Hours

The Event is open to the public from 9.30am until 4.30pm on the day during which time all stands must be fully open for trading.

Stands

3 Applications for Pitches

Applications for exhibition space must be made on the relevant application forms obtainable from the Organiser. Such forms must be lodged with the Organiser no later than the closing date indicated, accompanied by the necessary fees, supporting documentation and health and safety information. The Organiser is empowered to reject incomplete applications and those not accompanied by appropriate and supporting paperwork. Pitches will not be held on a provisional basis.

4 Allocation of Pitches

Pitches will be allocated by the Organiser on a first come, first served basis, however consideration will be given to the Exhibitor's choice and preference and the Organiser reserves the right to re-position any pitch allocated.

5 Cancellation of space

Where an exhibitor withdraws from the Show or cancels the space booked for any reason, all fees paid shall be forfeited whether the site is re-let or not. The Organiser will not be held responsible if, for any reason, the Show in any particular year or year's is cancelled or the period of its advertised duration curtailed. In this instance the Organiser shall retain all fees.

6 Tenure

The Licence to occupy space is personal to the Exhibitor and granted for the period of Countryside Day and expires 12 noon on the day after the Show (Sunday 13th May 2018).

7 Prohibition of Transfer

Exhibitors may not display goods not listed as their service type, nor allot, sublet or grant licenses in respect of the whole or any part of the pitch agreed to them without the express permission of the Organiser.

8 Stand Boundaries

The perimeters of all stands will be marked out in white line paint prior to the trader's arrival. No trade stand is allowed to operate or use space outside of the allocated area. Exhibitors should ensure that adequate space is booked to accommodate tow bars, guy ropes, stanchion plates, stock, vehicles etc.

9 Promotional Materials and Activities

Exhibitors may distribute advertising and printing materials promoting their services from their own pitch. Exhibitors must not distribute such material in any other areas throughout the Show or cause annoyance or disturbance to other Exhibitors. In the event of complaints, the matter shall be referred to the Organiser for their judgement.

10 Set-up and dismantling

Pitches must be ready for the Show by 9.00am. Dismantling the pitch either partially or totally may **NOT** begin before the advertised closing time of the Show (4.30pm) and no vehicle movement before 5.00pm. All exhibitor products/materials must be completely removed from the venue after the Show. **All exhibitors with animals will take priority on leaving site.**

11 Stand interiors and displays

Exhibitors erecting 'pop-up' banners or display boards must ensure all work conforms to the terms of the Health and Safety at Work Act 1974.

12 Auctions, Noisy Behaviour, 'Cheapjack' Traders etc.

Any shouting, offensive or intimidating behaviour, voice enhancing equipment, the playing of games of chance or lotteries for the selling of goods by auction which causes, or in the opinion of the Organiser, may cause annoyance to visitors or other exhibitors is strictly forbidden. The Organiser has the power to remove any exhibitor who trades or behaves as above from the site.

Any exhibitor whose articles are not in accordance with the description given on their Application Form or any vendor of 'cheapjack' articles will also be removed. The definition of what constitutes 'annoyance', 'noisy behaviour' and 'cheapjack' shall rest entirely with the Organiser.

- 13 Due to the presence of horses and livestock, balloons are strictly prohibited from the site.**

Services

14 Mobile and Wifi

Exhibitors should be aware that there is limited to non-existent mobile phone coverage on the site and Wi-Fi is negligible.

15 Food Hygiene

The Exhibitor is required to submit a copy of any relevant Food Hygiene Certificates to the Organiser if applicable.

16 Risk Assessment

The Exhibitor is required to submit a copy of any relevant Risk Assessments to the Organiser.

17 Electricity and Water

The Organisers are unable to supply electricity or water to Exhibitors.

18 Generators

Exhibitors are permitted to use their own generators.

19 PPL/PRS Licences

Both PPL and PRS Licenses are required by Exhibitors wishing to use recorded material (using CD/Records/Cassette/Video) on their pitch.

Health and Safety and Fire Risks

Exhibitors are reminded that the Health and Safety Act 1974 and the regulations made under this Act impose duties and responsibilities upon all employers and that these duties are not reduced, regardless of whether an employee is in their own office or exhibiting at an exhibition. Exhibitors must adhere to all fire and safety regulations which affect the Show. Aisles and Fire Exits must be kept clear. The Exhibitor must have completed the Health and Safety Questionnaire with the submission of their booking form.

20 Security Standards

All Exhibitor stands must be properly protected so as to avoid danger to any person or persons visiting or taking part in the Show. The Organisers shall be indemnified by the Exhibitor against any claim or action on account of any

injury or damage being caused by any exhibit to any persons whatsoever.

21 Exhibitors' Liabilities

Every Exhibitor hereby accepts liability for all acts or omissions of himself, contractors, agents and visitors and undertakes to indemnify the Organiser and keep them indemnified against all liability in respect thereof and against the Organiser or incurred or become payable by them arising there from or in respect thereof including any claims arising out of the supply by the Exhibitor of samples of any kind whatsoever whether such samples be sold or given away free and including any legal costs and expenses and any compensation costs and disbursements paid by the Organiser on the advice of Counsel to compromise or settle any such claims.

22 Insurance Liability

The Organiser will **NOT** be accountable for the safety of any property owned by or brought on to the venue of the Show by an Exhibitor or any other person on his behalf or for any loss or damage that may occur to such property (including any consequential loss which flows there from) as a result of any cause whatsoever (including the negligence of the Organiser). Furthermore, the Organiser shall not be liable for any loss sustained by the Exhibitor if for any reason the opening of the Show is prevented, postponed or delayed, abandoned or cancelled. It is the responsibility of Exhibitors to provide their own Public Liability Insurance. The Exhibitor is required to submit a copy of any Public Liability Insurance Certificates to the Organiser.

23 Postponement or cancellation

In no event shall the Exhibitor have any claim for damages of any kind against the Organiser or the venue owners in respect of any loss or damage consequential upon the prevention, postponement, cancellation or abandonment of the Show.

24 Assurances/Guarantees

No assurance or guarantee of any kind is offered by the Organiser and none is to be given, invoked or otherwise applied on the part of the Organiser, for any goods or services tendered, sold or otherwise traded at the Show.

25 Rubbish and Litter

The Exhibitor shall be responsible for the removal from the Show of any litter or rubbish created on/by their pitch. Any rubbish found on the ground after breakdown will be removed by the Organiser and a fine of £100 invoiced directly to the exhibitor.

26 Conduct of Exhibitors and Representatives

The Organisers reserve the right to stop any activity on the part of the Exhibitor that may cause annoyance to other Exhibitors or visitors. Business must be conducted only from the Exhibitors' own pitch and under no circumstances may this be carried out from a walkway or elsewhere throughout the exhibition. Any intrusion upon walkways or another Exhibitors pitch area shall be deemed to be a breach of contract and any goods found therein during the Show shall be removed by the Organiser or their agents and the Organiser shall not be responsible for any loss thereto occasioned by such removal.

27 Right of Rejection

Exhibits are admitted to the Show and shall remain there solely on strict compliance with these Terms and Conditions. The Organiser reserves the right to disallow in whole or in part and reject any Exhibitor or his representatives in the case of failure to comply with the Terms and Conditions. There shall be no return of payment if such rejections or prohibition is deemed necessary by the Organiser.

28 Vehicle Movement

NO vehicles may be driven on site between 9.00am and 5.00pm.

29 Fire Precautions

All Exhibitors must complete and return the mandatory Fire Assessment section of the Health and Safety Questionnaire. Exhibitors must comply with current Fire Safety requirements throughout the set-up, the Show and breakdown periods. The Organiser will visit each stand during the show, if the stand is deemed unsafe he/she will close the area to the public until sufficient actions are undertaken.

Exhibitors must ensure that all upholstered furniture, curtains, drapes, tents and marquees are fire retardant or have been treated to give some fire retardancy. All fabric must meet the appropriate fire performance. Further guidance can be found in BS 7837. Failure to comply with this rule will lead to closure of the stand until the relevant item has been removed.

Cooking, heating or cooling appliances must be fixed to a fire base of non-combustible material and must be surrounded on all three sides by a suitable fire proof shield. All such appliances must also be kept out of reach of the public.

30 Liquid Petroleum Gas (LPG)

All cylinders must be located away from the public in the open air and should be cited so as to

ensure they cannot easily topple over. Please refer to 'Fire Precautions' above in relation to the fixing of all cooking, heating or cooling appliances. Combustible materials must be kept away from gas cylinders and gas appliances. Replacement cartridges for portable appliances must be fitted in the open air well away from source of ignition. No refilling of gas cylinders is allowed on site. Exhibitors with gas on their stands must comply with all H.S.E. and Fire Safety requirements. Please refer to 'Fire Precautions' above in relation to fire retardancy of all enclosures. Appropriate fire extinguishers must be provided at all locations where LPG cylinders are in use/stored and a competent person present.

Showground Access, Admission Tickets and Vehicle Passes

31 Access Times

Access to the site to construct stands is from Friday 11th May 2018 at 9.00am (or earlier by prior agreement) to 5.00pm.

On the day of the Show access will be from 6.00am to 9.00am after which no vehicular movement will be permitted until 5.00pm.

All vehicles must be moved to allocated car parks by 9.00am on the day of the Show.

The Organiser reserves the right to remove, forcibly if necessary, any unauthorised or illegally parked vehicles found on site.

32 Vehicle Passes

Access will be denied if correct vehicle passes are not clearly displayed at all times. They must be attached to the inside of vehicle windscreens in an obvious location. Failure to abide by the above will result in delays in your being able to set up your stand.

On Show days vehicle passes are valid for the vehicle only. The driver and all passengers must produce separate Admission Tickets or pay the appropriate charge on arrival. Vehicle passes are available either for direct access to the showground (Red passes) or for direct access to the Exhibitor's car park (Purple passes).

33 Admission Tickets

Admission Tickets are required on Saturday 12th May 2018. A valid Admission Ticket must be surrendered for each individual requiring access to the showground on Show days or the appropriate gate fee paid.

All exhibitors will be issued with appropriate tickets in proportion to the space paid for. These

tickets are not transferable and will be sent to Exhibitors approximately four weeks prior to the show. Additional Exhibitor tickets can be purchased from the Organiser for £7 each.

- 34** Sorry, **NO DOGS** are allowed on site apart from recognised assistance dogs. Any visitor arriving with a dog will be turned away at the entrance. It is strictly forbidden to leave dogs in cars. The Organiser reserves the right to break into any vehicle in which a dog has been left to remove the dog and owners notified over public address system.

35 Weather

If inclement weather prevails, access to the show may be restricted or alternative arrangements made. Your assistance in working with us is appreciated and will benefit all involved in the event.

Food, Drink and Confectionary

36 Sampling

The giving away of samples is permitted. Cooking for sampling will be permitted but must be stated on the application. Samples of liquids to include alcohol must not exceed 50ml measure.

37 Regulations

All exhibitors providing edible foodstuffs must conform to all relevant Health and Safety Regulations including but not limited to: EU Hygiene Legislation, the Food Safety and Hygiene (England) Regulations 2013, and the Health and Safety at Work Act (1974) including any statutory amendments.

38 Alcohol

Any exhibitor wishing to sell alcohol or offer samples of alcohol (maximum sample measure 50ml) during the Show must contact Winchester City Council and obtain a **TENS** (Temporary Events Notice) licence covering the date and time of the event.

Exhibitors are responsible for ensuring all alcohol sales are made in accordance with the Licensing Act 2003 including preventing alcohol to be obtainable from their stand by anyone under 18.

Sales of alcohol must also comply with the Weights and Measures Act 1985.