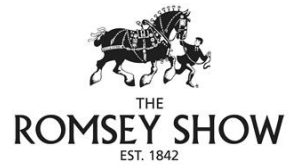




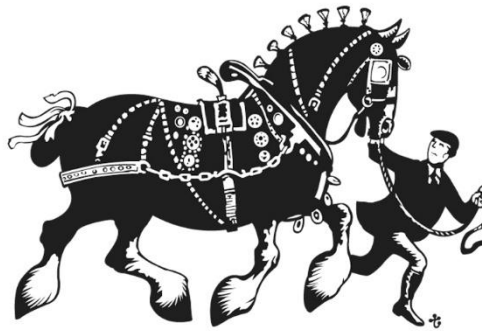
ROMSEY AGRICULTURAL & HORSE SHOW SOCIETY

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Patron: The Rt. Hon. The Countess Mountbatten of Burma

Exhibitor Terms & Conditions 2018



THE
ROMSEY SHOW
EST. 1842

Saturday 8th September 2018

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1. Trade Applications & Allocation Processes

1.1 Applications for Space

All applications for the Show must be submitted on the appropriate application form, which can be requested from The Romsey Show Office. Applications must be signed by the Exhibitor, or in the case of a limited company, be signed by a Director or appropriate officer of the company, as confirmation of accepting the terms and conditions detailed in this document. The application must be received by the closing date. Payment terms are detailed on the application form and correspondence from the Show Office. Full payment is required before show passes will be posted to Exhibitors. Exhibitors are prohibited from exhibiting at the Show until all monies have been paid.

1.2 Trade Stand Allocation

The position of trade stands/display areas is at the discretion of the Secretary. The Secretary will endeavour to meet all reasonable requests made by the Exhibitor regarding the position of his/her trade stand.

Returning 2017 Exhibitors applying for an Outside trade stand or a trade stand in the Shopping & Craft Marquees will receive first refusal on a similar trade stand location to the space they occupied at the 2017 Show, providing the design of the area has not been changed and the completed application form and full payment is received by 15th June 2018. It will be the Exhibitors' responsibility to make sure this location request is known to the Secretary at point of booking.

The Secretary will start allocating New Exhibitor trade stand locations after 15th June 2018. All trade stand numbers will be confirmed in late August 2018. No refunds will be given if an Exhibitor is not satisfied with the location of their stand on arrival at the Show.

1.3 Trade Stand Boundaries

All Exhibitors must not use any part of the Showground outside their allocated plot. Trade space booked must include room for vehicles, tow bars, guy ropes etc. Exhibitors must not move the trade stand markers. Nothing should be placed or used outside of the allocated pitch area. If the Exhibitor uses any part of the Showground outside their allocated plot, they will be required to move back into their area. If the Exhibitor continues to exceed their plot, the Secretary/Stewards reserve the right to close the stand and demand the Exhibitor ceases trading without refund to the Exhibitor. Additional space cannot be allocated on the Show day.

1.4 Trade Stand Numbers

Trade stand numbers will be displayed on the pitch and provided to the Exhibitor in the trade pack sent prior to the Show.

1.5 Refusal of Applications

The Show Council/Secretary reserves the right to reject any application for a trade stand and 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 Romsey Agricultural & Horse Show Society Ltd will not enter into correspondence on the subject.

1.6 Withdrawal or Cancellation by the Exhibitor

Where the Exhibitor withdraws from the Show or cancels their reserved trade stand, the Exhibitor's monies shall be fully forfeited. The Society reserves the right to re-let the trade stand without refund to the Exhibitor.

1.7 Exhibitor Details

The Society reserves the right to publish Exhibitors' names and addresses in the Show Guide.

1.8 Sub-Letting

The Exhibitor shall not sub-let any part of the trade stand/display area or move to an area outside of their allocated plot on the Showground to exhibit.

1.9 Observance of Regulations

Exhibitors must ensure the contents of these Terms & Conditions are distributed to staff, sub-contractors or other persons acting on the Exhibitors behalf present on the Showground. The Secretary/Stewards/Show Officials have authority to remove any article from the Showground or to close the stand of any Exhibitor who does not conform to the Terms & Conditions detailed in this document and if necessary, to expel such Exhibitor and/or his/her representatives from the Showground. The Society reserves the right to remove any items which cause a breach of these regulations and to place these items in a place for the Exhibitor to collect them and the Society will not be liable for any damage in doing so. By accepting these Terms and Conditions, the Society will assume that all staff, sub-contractors and any other persons acting on the Exhibitors behalf have full knowledge and understanding of this document and agree to comply with these Terms and Conditions.

2. Cancellation by the Society/Force Majeure

2.1 Cancellation

If at the absolute discretion of The Romsey Agricultural & Horse Show Society 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 Romsey Agricultural & Horse Show 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 Romsey Agricultural & Horse Show Society 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.

3. Liability, Indemnity & Insurance

3.1 Disclaimer of Liability

Save for death or personal injury caused by the negligence of The Romsey Agricultural & Horse Show Society, its servants or agents, The Romsey Agricultural & Horse Show Society will not be responsible for death, injury, disease or damage or loss caused to any Exhibitor or to his/her 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.

3.2 Indemnity by the Exhibitor

The Exhibitor will indemnify the Show for all claims arising out of the Exhibit and the Exhibitor's staff and invitees conduct at the trade stand/exhibition area and against all claims, demands, proceedings, costs or expenses whatsoever in any way relating to or arising out of use of the trade stand/exhibition area by the Exhibitor.

The Exhibitor will indemnify the Show for any claims which may at any time be made against The Romsey Agricultural & Horse Show Society in relation to the trade stand/exhibition area, including

any claim made by the Exhibitors Employees and invitees, arising wholly or in part from any act or omission of the Exhibitor.

3.3 Insurance

The Exhibitor must fully insure the Exhibit (including stock if any) at the trade stand/exhibition area at the Showground and the Exhibitor's fixtures and fittings. The Exhibitor must take out adequate third-party insurance in respect of the Exhibitor's use and possession of the trade stand/exhibition area.

It is a requirement that all Exhibitors have their own insurance. If the Exhibitor fails to do this, he/she will not be allowed to participate in the Show nor will be entitled to a refund. Evidence of insurance must be available on the Showground throughout the duration of setup, show day and the break down period.

4. Showground Passes & Access

4.1 Exhibitor Passes

Exhibitor wristbands will be allocated as per the relevant application form, for the sole use of the Exhibitor and their staff and are only required to be used on Show day. Wristbands are not required for the setup and breakdown periods. Wristbands should be worn at all times on Show day.

4.2 Additional Passes

Additional wristbands can be purchased in advance from The Show Office. Any Exhibitor and/or staff not in possession of advance wristbands will be required to pay the full ticket price at the gate to enter the Showground. No refunds will be given for this.

4.3 Showground Access

Exhibitors may have access to the Showground during the following dates and times:

- Wednesday 5th September 2018: 12pm – 8pm
- Thursday 6th September 2018: 8am – 8pm
- Friday 7th September 2018: 8am – 9pm
- Saturday 8th September 2018: 5:45am – 10pm
- Sunday 9th September 2018: 9am – 5pm
- Monday 10th September 2018: 9am – 5pm.

4.4 Vehicle Access

Vehicles will be allocated parking passes as per the relevant application form. Additional passes can be requested from the Secretary. Vehicle passes are required on show day only and Exhibitors should ensure passes are visible when they enter the Show site. There is a traffic plan in force during show day and all Exhibitors must follow directions from signs and Stewards/ Show Officials. There is a 5mph maximum speed limit in force across the show site, including car parks. Vehicles should use dipped headlights if required and hazard lights should NOT be used. No authorised vehicle movement is allowed on the main Showground between 8am and 6pm on show day, Saturday 8th September 2018. All vehicles should be parked in the car park corresponding to their vehicle pass between 8am and 6pm on show day and all other vehicles in the public car park. Only vehicles with a showground pass will be allowed to remain on site and these vehicles should be parked within the allocated trade stand area/exhibition area. The Society have the right to remove any vehicles parked in the incorrect area and the Society will not be liable for any damage caused in doing so.

5. Trade Stand/Exhibition Space Build-up & Breakdown

5.1 Deliveries

Exhibitors must make their own arrangements for deliveries to and from the Showground and be on site to receive/send any deliveries. The Romsey Show Office will not sign for any deliveries on behalf of Exhibitors.

5.2 Contractors

Exhibitors are responsible for ensuring all contractors are notified in advance of the Terms & Conditions of the Show as detailed in this document and other relevant information provided from the Show Office, including trade stand locations. Exhibitors are responsible for appointing competent contractors and ensure they hold the correct method statements, risk assessments and insurance to comply with Health and Safety law and relevant legislation. The Society reserve the right to cease any work from a contractor which its Stewards/Officials/Secretary deems to be unsafe without any right to refund or compensation.

The Society will not be held responsible for any dispute between an Exhibitor and contractor or enter into any dispute, which may arise out of private work undertaken. Any cost incurred before, during or after any dispute will not be the responsibility of the Society.

5.3 Structures

All demountable structures, including marquees, should be erected by a member of MUTA and have been accredited by the MUTAmarq. It is the Exhibitors responsibility to ensure that any marquee erected or the construction of any other structure that is placed within the allocated trade stand/display space complies with the regulations as stated in the 2015 Construction (Design and Management) Regulations.

Tentage can be hired via our contractor John M Carter Ltd. To hire contact via email at info@johnmcarterltd.co.uk or telephone 01256 324434.

5.4 Grass Cuttings

Exhibitors may cut the grass on their trade stand/exhibition area, however all trimming MUST be removed and disposed of by the Exhibitor or a contractor appointed by the Exhibitor.

5.5 Breakdown of Trade/Exhibition Stands

Exhibitors and/or their staff may not take down their trade stand/display until after 6pm on Show day. Exhibitors are permitted to clear their trade stands until 10pm on show day, from 9am – 5pm on Sunday 9th September 2018 and between 9am – 5pm on Monday 10th September 2018. All trade stands/exhibition areas must be cleared by 5pm on Monday 10th September 2018.

5.6 Restoration of Trade/Exhibition Space

If the Exhibitor breaks the soil on his/her trade stand on the Showground, the Exhibitor must restore the ground by Monday 10th September 2018. All rubbish must be cleared from the trade stand and placed into designated bins/skips. Exhibitors are asked to ensure larger items are placed in skips rather than smaller bins.

5.7 Failure to Clear

If the Exhibitor fails to comply with section 5.6 of this document, the Society will undertake the work required and charge the Exhibitor an appropriate amount.

5.8 Security

The Show site is not secure, Exhibitors must make their own security arrangements. The Society will not be held responsible for the loss, theft or damage of any vehicles, goods or marquees etc. on site in the build-up, on Show day or during breakdown. All Exhibitors are fully responsible for the security of their stand and stock and all claims arising from the conduct of the stand. Vehicles left in the car parks are left at the owner's risk.

5.9 Adverse Weather Conditions

The Society reserves the right to restrict vehicle movement in adverse weather conditions. In the event of poor ground conditions, the Society may be in the position to offer assistance to move vehicles and trailers on and off site. Exhibitors should ensure they know the location of the towing eye on their vehicle. The Society accepts no liability for any damage incurred during the course of towing or otherwise assisting in moving Exhibitors' vehicles.

Exhibitors are advised to insure against adverse weather conditions that could affect the running of the Show. The Society accepts no liability for any loss of trade or footfall due to adverse weather and poor ground conditions.

6. Nature of Displays

6.1 Description of Exhibits

Every Exhibitor must complete a short, but detailed description of his/her exhibit for free entry into the Show Guide. Exhibitors can only sell/promote goods and services as described on their application form. The Secretary/Stewards have authority to remove Exhibitors from the Showground whose goods are not clearly displayed for the public before sale.

6.2 Trading/display Hours

Exhibition spaces/ trade stands must be open and manned continuously from 8am to 6pm on Show day. No unauthorised vehicle movement will be permitted during these hours.

6.3 Livestock on Stands

Exhibitors wishing to include livestock on their stand must obtain permission from the Secretary first and ensure they have the necessary DEFRA/movement licences in place. Exhibitors displaying livestock must comply with the Show health and safety regulations with regards to livestock and Exhibitors must display handwashing signs and be able to direct the public to the nearest handwashing facilities.

6.4 Signs

All Exhibitors must display a clear sign bearing the Exhibitor's name, or trading name, as displayed in the Show Guide and required under the 1985 Business Names Act. The sign must not overshadow neighbouring trade stands. Exhibitors must display their prices clearly. Failure to do so may result in the Exhibitor being asked to cease trading.

Exhibitors are required by law to display a "no smoking" sign at the entrance to their trade stand.

6.5 "Cheap Jack" Traders

The Secretary/Stewards have authority to remove Exhibitors from the Showground who exhibit "Cheap Jack" articles. The definition for "Cheap Jack" is defined by the Secretary/Stewards.

6.6 Collections & Games

Exhibitors who are a charity or other organisation wishing to make appeals for contributions towards funds and/or wish to hold a draw, must first obtain permission from the Secretary in writing.

Collections must not be made outside the allocated trade/exhibition space. Games of chance, auctions and lottery are prohibited.

6.7 Advertising around the Showground

Exhibitors are not permitted to canvass show visitors or to distribute advertising materials outside of their own allocated trade stand/exhibition space. Exhibitors are not permitted to fix advertisements to any part of the Showground including vehicles in the car parks without permission from the Secretary.

6.8 Noise

Exhibitors must not use public address equipment, noisy engines or make any noise to cause a nuisance or annoyance to other Exhibitors, the public and/or The Romsey Show organisers. Shouting or any other method or behaviour calculated to cause annoyance to visitors and other Exhibitors is strictly forbidden. Stewards/the Secretary will decide what constitutes and “noise” or “annoyance” and may request the Exhibitor to cease using said equipment or behaviour.

6.9 Radios

Exhibitors wishing to use two-way radio equipment must contact the Show Office at least one month in advance of the show, informing the Office of the frequencies which will be used at the Show. The Society has the right to limit the frequencies used.

6.10 Drones

The flying of unauthorised drones & kites is not permitted on the Showground (including car parks).

6.11 Balloons & Small Plastic Freebies

No balloons, Chinese lanterns, small plastic freebies or similar items are to be sold or given out on the Showground or in the car parks.

6.12 Sale/display of Firearms, Laser Pens, Blades, Shotguns, Air Pistols & Catapults

All firearms on display must be secured with an appropriate chain or suitable fixing through the trigger guards at all times apart from when being handled for demonstration. No version of revolvers, pistols, toys, pea shooters, knives and crossbows may be displayed, sold or used on the Showground (including replicas). All sales must be mail order only to be delivered after the Show. In addition to the above all legal firearm and police requirements must be met by Exhibitors including age restrictions. Any Exhibitor found displaying, promoting or selling such items will be removed from the Showground immediately and will not be invited to exhibit at future shows.

6.13 Pools & Spas

Exhibitors must obtain written permission from the Secretary to fill pools and spas. To comply with the Environmental Protection act, Exhibitors displaying pools/spas containing chlorine must add a neutralising agent to the water before the water is removed from the pool/spa.

6.14 Photographers

No unauthorised person on the Showground (including car parks) shall ply for trade as a snapshot photographer or solicit trade with visitors to the Show in any capacity deemed by the Society's Officers to cause annoyance. Stewards/the Secretary reserve the right to remove anyone who does not follow this term, without repayment of their admission fee.

6.15 Exhibitor's Dogs

Exhibitors wishing to bring their dogs to the Show must ensure they are kept on a short non-retractable lead and are kept under control at all times. Dogs are not to be left in vehicles on trade stands for extended periods of time, or where there is a danger to their wellbeing. Dogs should not

be left in vehicles in the car parks at any time. Please note, dogs are not permitted in Livestock areas.

6.16 Receipts

All items sold, with exception of food and drink, over the value of £25 should be accompanied with a receipt bearing the Exhibitor's trading address and trading phone number.

6.17 Goods Ordered at the Show

All orders taken at the Show must be delivered promptly. Where the delivery time is expected to be more than 3 months after the Show date, customers must be made aware of this at the time of ordering. Failure to abide by this condition may result in the Exhibitor not being invited back for future years.

7. Catering

7.1 Sale of Food & Drinks from Trade Stands/Displays

No Exhibitor other than authorised Public Catering Concessions in the Food Zone and Food Courts will be allowed to sell food or drink on the showground. General trade stands/exhibition spaces are authorised to offer visitors small amounts of food and/or drink free of charge.

7.2 Under Age consumption of Alcohol

Exhibitors are responsible for ensuring that no alcohol is sold/given out from their Trade Stand by children or young persons in accordance with the Licensing Act 2003. Exhibitors must ensure they follow the rules regarding the prevention of crime and disorder, public safety, the prevention of public nuisance and protection of children from harm in the Licensing Act 2003.

7.3 Sustainability & Plastics

Where possible caterers should use containers, cutlery, napkins and any other disposable materials made from recyclable or sustainable materials. Plastic straws are not permitted on the Showground. The use of UHT milk is not permitted.

7.4 Electricity for Catering Units

Electricity will be available for caterers that have booked the provision via the Show Office from 12pm on Friday 7th September 2018. The Show cannot guarantee additional electricity connections will be available on Show day. All electricity should be booked in advance.

7.5 Regulations & Licences

It is a condition of participating in the Show that Exhibitors are conversant with, and abide by, the Food Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995. The Show reserves the right to stop any Exhibitor from trading at the Show if it does not comply with appropriate legislation, best practice or the guidance given by its Officials and Stewards. All catering units must have food hygiene certificates available for review on show day. Environmental Health Officers may attend the Show and have the authority to inspect trade stands/catering units.

Exhibitors selling alcoholic beverages must apply for a TENS - Temporary Events Notice where relevant and have a qualified person as defined by the licensing laws for their operating hours at the Show (8am – 6pm).

8. Fire, Health & Safety

8.1 Open Fires

Permission must be sought from the Show Office for all BBQs, Grills and Firepits. No unauthorised cooking stove or BBQ of any description must be lit in the vicinity of the trade stand/ display area. Anyone authorised, when lighting such must ensure they have the appropriate fire-fighting equipment, first aid kit and that they are screened to prevent visitors and staff being put at risk of injury or death. Any scorching of the ground is to be made good.

8.2 Overnight Arrangements

The Show does not provide overnight facilities for Exhibitors. Exhibitors staying on site do so at their own discretion and liability. Exhibitors must ensure they have informed the Show Office if they will be staying on site overnight prior to the Show, detailed in the application form.

A smoke alarm must be fitted in all overnight accommodation/vehicles. Anyone intending to stay overnight in their trade stand/display area must provide a visual reference of this fact (e.g. a notice in a prominent place stating the number of persons within the sleeping accommodation area).

8.3 Generators

The use of petrol generators is prohibited on site. Any Exhibitor using a petrol generator will be told to stop trading by Show Officials/Stewards/the Secretary and will not be invited to future shows. Only diesel generators are to be used. All generators must be properly maintained and operated correctly in accordance with the manufacturers requirements. Diesel generators must be operated in a safe, well-ventilated location. Hot exhausts must be kept away from potential combustibles e.g. packaging, boxes, tents etc. Refuelling of generators must be carried out safely in accordance with the manufacturers recommendations and generators should be allowed to cool sufficiently before refuelling begins. All fuel containers must be suitable approved containers and they should be stored out of direct sunlight and any potential ignition sources. A 6kg dry powder extinguisher that is in date, serviced and certified by a competent engineer must be placed with the generator.

8.4 Liquid Petroleum Gas (LPG)

LPG cylinders are not allowed to be used within show marquees open to visitors, including the Food Zone marquees, Shopping & Craft Marquees and Countryside Information marquee.

All cylinders must be located away from the public in the open air and should be sited so as to ensure they cannot easily topple over. LPG cylinders must be stored and connected outside of tents/marquees. Cylinders must stand with the valve at its highest point (unless specifically designed to be stored otherwise). The maximum quantity of LPG in cylinders on any trade stand/display, including LPG connected to appliances or equipment should not exceed a day's supply. 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. "Empty" cylinders should be stored in the open air with the shut off valve in the closed position. No refilling of gas cylinders is allowed on the showground. Fixed piping is to be used where possible, however if flexible tubing is used it should be suitable for its purpose (e.g. to the appropriate British Standard). Tubing should be crimped or secured by a suitable hose clip (not a screw-driven clip) or similar and be gas tight. When not required, gas supplies should be isolated at the cylinder as well as the appliance. Propane cylinders may be used to supply gas to frying and catering appliances in mobiles providing that the cylinders and regulators are situated in a separate ventilated and fire resistant (not less than 30 minutes' fire resistance) compartment having access from outside the vehicle. The cylinders must be fitted in the vertical position with the valve at its

highest position and must be fastened securely to prevent movement during transit. Service and reserve cylinders should preferably be connected through an automatic changeover device in order that the reserve cylinder can automatically come into operation when the service cylinder has been exhausted.

Exhibitors with gas on their stands must comply with all Fire Safety Regulations and HSE regulations. All gas operated equipment should have been checked by a competent Gas Safe registered gas fitter and certified as safe. Copies of this documentation should be available on the Show site for inspection. Appropriate fire extinguishers must be provided where LPG cylinders are in use/stored and a competent person present.

8.5 Fire Precautions/Inspections

Exhibitors must comply with Fire Safety requirements throughout the build-up, Show day and breakdown periods. The Society reserves the right of inspection by one of its Officials/Stewards of any Exhibitor's Trade stand and the Officials have full authority to order the use of the appliances or equipment to be discontinued immediately if in their opinion they constitute danger. The decision of the Society is final.

Any trade stand/display area allowing members of public to enter a tent must provide an alternative means of escape if the maximum travel distance exceeds 6m in a tent, along with appropriate fire exit signage for the use in the event of an emergency.

Exhibitors should provide adequate fire extinguisher(s) for their stand/display and ensure a competent person is available to operate. Extinguishers should be used and maintained in accordance with the relevant regulations including annual testing. Catering Exhibitors must have a full stocked, in date, first aid kit. A responsible qualified person needs to be available in event of an incident. First Aid certificates must be available for inspection.

8.6 Connection of Electricity

Electricity connection should be booked (where available) on the application form. Sub-letting and unauthorised connections between trade stands/exhibition areas is prohibited. All electrical equipment, lead, sockets etc. must comply with the electrical safety regulations and should be in good working order. All electrical equipment should be PAT tested, with a current sticker on the equipment and evidence available on request. Extension leads must not be overloaded and all leads, sockets and devices should be kept away from public access. The Show cannot guarantee additional electricity connections will be available on Show day. All electricity should be booked in advance.

8.7 Static Machinery

All static machinery should be secure, and no part of a raised machine should rely solely on hydraulic pressure to keep it in the raised position. All sharp points and extended parts, particularly those at head height for visitors, should be masked to protect the visitor from injury. Any moving exhibit should have a barrier restricting access to visitors. Signs and promotional material should be secure to prevent falling on visitors.

8.8 Health & Safety

All Exhibitors must complete a copy of the 2018 Exhibitor Health & Safety Assessment Questionnaire as part of their application. Copies of documents referenced in the questionnaire, including insurance certificates and risk assessments must be available for inspection on the Showground at all times. Exhibitors have a legal responsibility to take reasonable care for the health and safety of themselves and anybody else that may be affected by what they do or fail to do at the Show. All Exhibitors must co-operate with the Society Stewards and Officials to enable any relevant legal duty or requirement to be complied with. Showground health and safety rules and procedures must be

followed. Activities on trade stands/exhibition areas must be carried out in a safe and proper manner. Exhibitors must not intentionally or recklessly interfere with or misuse anything provided on the Show site in the interest of health, safety or welfare. Exhibitors must display constant vigilance in the identification and control of risks. Any health or safety problem which cannot be put right must be notified immediately to the Secretary/ Show Officials. Failure to comply with these requirements could lead to the removal of that Exhibitor from the Show site and/or prosecution by the Health and Safety Executive (HSE).

Please note: These terms and conditions are subject to change and any existing bookings will be informed of any changes. Any verbal or physical abuse of any kind towards staff or volunteer Stewards will **NOT** be tolerated on the Showground or on the surrounding areas including the car parks.