### **HOWDEN SHOW - 1st JULY 2018**

# **REGULATIONS AND CONDITIONS**

#### 1. DEFINITIONS.

- a. The Committee, shall be taken to mean Howden Agriculture & Horticulture Show Ltd. A Limited Company registered in England and Wales, Company Number 7537246. Registered Charity Number 1146788.
- b. The Showground, shall be taken to mean all parts of The Ashes playing fields, Howden, for the duration of 8:00am Thursday 28<sup>th</sup> June 2018 to 6:00pm Monday 2<sup>nd</sup> July 2018.
- c. The Show, shall be taken to mean Howden Horticultural and Agricultural Show, held between 8:30am and 5:30pm on Sunday 1<sup>st</sup> July 2018.
- 2. <u>CLASSIFICATION OF STANDS</u>. The Committee reserves the right to re-classify any stand.
  - a. 'NON FOOD' STANDS are for the purposes of advertising, display, or sale (either on the day, or by order) of any non-food items. Any stand proposing to sell food stuffs are advised to consult with the Committee to ensure this activity is not considered to conflict with the interests of the Food Festival and to state this clearly on their application form.
  - b. 'FOOD FESTIVAL' COMMERCIAL STANDS are for the purposes of advertising, display, or sale (either on the day, or by order) of any food stuffs or related items. The sale of hot food, alcoholic drinks, ice creams and cigarettes are prohibited, except with the prior, written permission of the Committee. Exhibitors are reminded that they must conform to the requirements of the Food Hygiene Regulations.

#### 3. BOOKING SPACE.

- a. Entries for trade stands and exhibitors will CLOSE ON 31st MAY 2018. The Committee reserves the right to refuse any application.
- b. Indoor trade stands are booked on the basis of bays to accommodate a single trestle table (approximately 1.8m x 0.75m), with limited space for seating behind.
- c. Outdoor trade stands are booked on the basis of available frontage. All trade stands are a maximum of 7m in depth. Any vehicles or trailers, including draw bars, to remain on site during the hours of the Show, must be wholly contained within the booked space. Similarly guy ropes for marquees, tents or canopies must be wholly contained within the booked space.
- d. Any exhibition encroaching into pedestrian areas or space allocated to another exhibitor may be required to be taken down and removed.
- e. The Committee reserves the right to charge a premium for corner plots or other enhanced locations.
- f. No exhibitor will be allowed to sub-let any part of his stand without permission, in writing, from the Committee
- g. Games of chance and the selling of goods by auction, the use of loudspeakers, shouting or other behaviour which might cause annoyance is strictly forbidden. Leaflets may not be distributed away from your trade stand. Exhibitors infringing this regulation will be required to immediately cease their activities and leave the Showground.
- h. Stands will not be allowed to set up until full payment has been made on any outstanding invoices.
- i. CANCELLATIONS. If an exhibitor cancels a trade stand application prior to 31st May 2018, an administration fee of 25% of the total fees due will be deducted from any refund. Cancellation after this date, for whatever reason, will result in the forfeit of all fees. The Committee reserves the right to re-let the space.

#### 4. SHOW TIMINGS AND ACCESS TO THE SHOWGROUND.

- a. The Showground will open to exhibitors at 7:00am on Sunday 1<sup>st</sup> July 2018. Access can be available on the preceding day with the consent of the Committee. Please indicate on your application if this will be required.
- b. All stands must be open by 9:00am, and be manned throughout the time the Show is open to the public.
- c. Exhibitors and contractors must arrange for the delivery of all implements, goods, marquees and other requirements before 8:15am on the day of the Show, in preparation for the Show opening to the public at 9:00am. No delivery by van or otherwise will be permitted after that time except by written permission. THIS RULE WILL BE STRICTLY ENFORCED.
- d. NO STAND MAY BE DISMANTLED BEFORE 5:30pm on the day of the Show. No motor vehicles will be allowed to enter or leave the Showground until this time. THIS RULE WILL BE STRICTLY ENFORCED
- e. Throughout the duration of the Show, access to the Showground will be controlled by the use of wrist bands. All exhibitors will be provided with a limited number of complementary wrist bands for use by their personnel only, which must be worn at all times. THE COMMITTEE OPERATES A STRICT "NO WRIST BAND, NO ENTRY" POLICY. Any exhibitor arriving at the Showground, during the Show, without a wristband will be required to pay the appropriate entry price.
- f. All sites must be left in a clean and tidy condition, including the filling in of holes. Sites must be completely cleared by 6:00pm on Monday 2<sup>nd</sup> July 2018. Litter and other refuse must be removed to the skips provided. 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 making good damage, the charge will be £15 per hour per person.

#### 5. VEHICLES.

- a. Maximum vehicle weight allowed onto the Showground unsupervised is 3.5 tonnes, anything over that weight will only be allowed by prior arrangement with the Show Groundsman. All vehicle movements on the Showground will be subject to the weather and underfoot conditions.
- b. No vehicle movements are permitted on the Showground between the hours of 8:15am and 5:30pm on Sunday 1<sup>st</sup> July. Vehicle movements outside these times are to be kept to a minimum and a strict speed limit of 5mph is to be observed.
- c. Should it be necessary to for the running of your trade stand for a vehicle to remain on the Showground during the Show, you will be required to park the vehicle wholly within the limits of your booked stand space.
- d. All vehicles not contained within trade stand boundaries must be removed to the car park no later than 8:15am.

#### 6. PROVISION OF ELECTRICITY.

- a. Mains electricity can be supplied to limited areas of the indoor trade stands, however this facility must be pre booked. A charge will be made which covers the cost of supply from the feeder point to the stand, cables, plugs, etc., the cost of the 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 indicate this requirement on your completed application form.
- b. Mains electricity cannot be supplied to outdoor trade stands and exhibition areas. The use of small silenced portable generators will be permitted with the prior, written consent of the Committee. Please note in the interests of controlling noise on the showground the Committee may provide shared generators for which charge will be made to cover costs, this will however be discussed with interested parties. Please indicate this requirement on your completed application form.

- c. All electrical items must have current P.A.T. certification.
- d. All stands using electrical equipment must provide a fire extinguisher suitable for electrical fires.

#### 7. LIQUID PETROLEUM GAS (LPG).

- a. The use of gas bottles by indoor trade stands is PROHIBITED. The use of LPG by outdoor stands will be permitted **with the prior**, **written consent of the Committee** only.
- b. All persons using LPG must submit a full risk assessment and confirm that all equipment has the relevant test certification, which must be made available for inspection on the day of the Show.
- c. LPG cylinders should be stored on firm, level ground at least 1 metre away from any building.
- d. 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.
- e. Propane cylinders must be used only in the open air and must not be used inside marquees, tents or other enclosures.
- f. Where working exhibits are within reach of exhibition visitors, notices shall be displayed stating that the appliance is working and should not be touched.
- g. <u>Please indicate on your application if you intend to use LPG equipment, for acceptance by the Committee.</u>
- 8. FIRE SAFETY. Stand holders must assess whether any fire risk assessment is required.
  - a. The use of naked flames, candles etc. on stands is discouraged and must be considered within the exhibitors risk assessment. No exposed flame or heat source should be placed near to canvas or combustible material.
  - b. ANY STAND USING NAKED FLAMES, ELECTRICAL EQUIPMENT OR ANY OTHER SOURCES OF HEAT OR IGNITION MUST PROVIDE AN APPROPRIATE FIRE EXTINGUISHER.
  - c. A 'No Smoking' policy must be adhered to in all marquees and other enclosed spaces.

## 9. 'PERMIT TO DIG OR SPIKE'.

No exhibitor will be allowed to dig up the ground in any part of the stand allotted to him without written permission of the Show Groundsman, and without undertaking to pay for any damages (if any) incurred thereby. Exhibitors are required to contact the Show Groundsman if their exhibition necessitates the digging if holes or driving of stakes, pegs, etc. into the ground to avoid contact with electricity cables, water pipes and other buried services. **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.** 

## 10. SECURITY.

Whilst security services operate throughout the period, from the  $30^{th}$  June at 8:00pm to  $1^{st}$  July at 6:00pm, neither the Committee nor the security firm, can take any responsibility for any theft, damage or vandalism that may occur.

11. REFUNDS. – Cancellations by the Organiser/Force Majeure.

If at the absolute discretion of the Committee 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 Committee including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of God, strikes, riots, disease or any other cause, the Committee will reserve the right (but shall not be obliged) to cancel or postpone the 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 endeavour to refund the Exhibitor 100% of their stand fees until one week 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.

### 12. HEALTH AND SAFETY.

- a. Exhibitors are reminded that they are responsible for the observance, by themselves, their employees and their contractors of the Health and Safety at Work etc. Act 1974 and the relevant statutory provisions that covers all Safety Regulations provided by the Health and Safety Executive. The Howden Show Committee operates a Health and Safety policy and copies can be obtained from the Safety Officer. These requirements will be enforced by the Local Authority Inspectors and the Safety Officer who is also available to offer advice to exhibitors, if requested.
- b. All health and safety matters are the responsibility of Exhibitors. The Committee 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 Committee against all claims, damages or expenses whatsoever in any way arising from the presence of the exhibitor or his exhibits on the Showground. Acceptance of the foregoing provision shall be a condition of entry. EXHIBITORS MUST EFFECT PUBLIC LIABILITY INSURANCE WITH A REPUTABLE INSURER.
- c. <u>A RISK ASSESSMENT FORM WILL BE SENT TO EVERY EXHIBITOR, WHICH IS TO BE COMPLETED</u> AND RETURNED WITH THE TRADE STAND BOOKING FORM.

#### 13. DISCLAIMER OF LIABILITY AND RESPONSIBILITY OF EXHIBITORS.

Save for death or personal injury caused by the negligence of the Committee, its servants or agents, the Committee 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 Committee 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 Committee 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.
- b. The Committee, 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 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 Committee on account of or in respect of such damage or injury which may be so caused. Exhibitors shall be held liable for the behaviour and for any misconduct or negligence of their servants or contractors and the consequences thereof.
- d. Acceptance of these Showground Regulations and Conditions shall be a condition of entry or participation in any event, competition or display promoted or arranged by the Committee.
- e. <u>A RISK ASSESSMENT FORM WILL BE SENT TO EVERY EXHIBITOR, WHICH IS TO BE COMPLETED</u> AND RETURNED WITH THE TRADE STAND BOOKING FORM.