

Penistone Agricultural Society

TRADE STAND - Terms & Conditions 2024

- Show Set Up All exhibitors and contractors must sign in on arrival from Wednesday 11th September 2024 and hi viz clothing must be worn during the set up and take down period.
- All vehicles entering the site on Show Day will require a Show day Gate Pass, this includes delivery vehicles. Exhibitors and contractors must arrange for the delivery of all implements, goods, marquees, and other requirements before 8.00am on Saturday 14th September. No vehicular movement is allowed after this time until the show closes at 5pm.
- 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. Please use your hazard lights when moving on Society property. All vehicles not staying on stands must be off the site by 8.00am, in preparation for the Show opening at 8.00am.
- No new arrivals will be allowed to enter the site after 8.00am, delivery by van or otherwise will not be permitted after that hour, except by written permission from the Show Manager. NO MOTOR VEHICLES will be allowed on the Showground until 5pm.
- All stands must be open by 8.00am on the morning and manned throughout the time the Show is open to the public. Stands may not close before 5pm.

1. Application for Space.

Entries will close on 31st July 2024 for trade stand space, all applications must be submitted on the official booking form, which must be signed by the exhibitor or their 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.

Payment must be made in advance; no trade stand space will be allocated until payment has been completed. Traders must allow sufficient time for payments to be made and cleared.

2. Cancellations.

If an exhibitor cancels a trade stand application

- prior to 31st May 2024, an administration fee of £50.00 will be deducted from any refund.
- after 1st June 2024, 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. Exhibitor Tickets.

Trade exhibitors will be entitled to several free admission tickets in proportion to the size of their stand. Additional tickets can be purchased online from www.penistoneshow.com. All exhibitors accessing the site on Show days 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 X 4/ 4 x 6 / 6 x 6 (2 tickets)
- 9 x 6 (3 tickets)
- 12 x 6 (4 tickets)
- 12 x 12 (8 tickets)

4. Showground

No exhibitor will be allowed to dig up the ground in any part of the stand allotted to them without written permission of the PAS, and without undertaking to pay for the damages (if any) incurred thereby. EXHIBITORS ARE REQUIRED TO CONTACT THE PAS 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 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.

5. Refunds – 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 endeavour 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.

6. Litter and Damage to the Site.

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 trade stands must be left in a clean and tidy condition, including the filling in of holes, and sites must be completely cleared by the following Monday. 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.

7. Trade Stand Definitions

GARAGE includes the display of motor vehicles and caravans, produce and accessories or goods etc. In all cases the PAS's decision is final.

GENERAL comprise of stand holders who are exhibiting for the purpose of sales and exhibitions of goods or services, which are not agricultural trade exhibitions. The minimum site frontage for these stands is 4 metres.

AGRICULTURAL includes 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 PAS's decision is final.

FOOD VENDORS comprise of stand holders who sell food & drink for immediate consumption.

NOTE: The Society reserves the option to let the catering rights, the ice cream and pre-packed confectionery rights. In all cases the PAS's decision is final.

NOTE: Hospitality - Applicants 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 are responsible for ensuring that no alcohol is obtained by anyone under 18 years of old. Exhibitors catering on their own stand are reminded that they must conform to the requirements of the Food Hygiene Regulations. No cooking is to be done inside any of the marquees supplied by the Society, except by Society authorised chefs & caterers. The provision of drinks in glass bottles is prohibited for consumption away from the applicant's trade stand and stands are requested to keep the amount of single use plastic to a minimum. NOTE: The handing out of leaflets away from your trade stand is strictly prohibited.

8. Allocation of space & conditions of use

Where possible we shall try to accommodate specific location requests for trade spaces, however we cannot guarantee any such demands but will endeavour to ensure your location is commensurate with your commercial objectives.

Traders should be aware that they are booking a pitch on a field and as such should not expect the ground to be level and free from undulation. You should prepare to ensure you can make level, using wooden blocks and ramps, any vehicles or stands requiring flat ground.

When booking your space, you should ensure that all your fixtures and equipment can fit inside the boundaries of your pitch. If you are intending to park your vehicle on your pitch, please ensure that it will fit along with your stall. All guy lines, display items and awnings should not exceed the boundary of your plot. **(If your vehicle encroaches on areas outside of your pitch then you will be asked to remove it).**

9. Show set up

The Showground will be open for trade stand set up during the following times

- Wednesday 11th September 12midday to 8pm
- Thursday 12th September 8am to 8pm
- Friday 13th September 8am to 8pm
- Saturday 14th September (Show Day) 6am to 8am

All exhibitors and contractors must sign in at the designated point from Wednesday 12Midday. Hi-visibility clothing must be worn during this set up period.

A board displaying a Site Map and Health and Safety notices will be posted outside the safety office during the setup period.

All stands must be complete by 8.00am on the first morning of the show.

10. Show breakdown

Trade stands cannot be dismantled until 5pm on the final day of the show. All trade stands need to be cleared from site no later than Monday 16th September.

11. Miscellaneous

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. Furthermore, NO KITES, CHINESE LANTERNS, BALLOONS OR TETHERED BALLOONS ARE ALLOWED. Stands are NOT permitted to sell PELLET GUNS, FIREARMS or TOYS THAT EMIT SOUNDS of GUNFIRE OR SIMILAR. Exhibitors infringing this regulation are liable to a fine of £500, have their stand closed and their goods confiscated by the Society.

No exhibitor will be allowed to sub-let any part of his stand without permission from PAS in writing.

All machinery must be supplied in accordance with the Supply of Machinery (Safety) Regulations 1992 and any other legislation that may be applicable.

12. Electricity & Generators.

All portable electrical equipment should be in sound working order and hold a valid PAT certificate. Generators must be modern, noiseless, fume free and NOT cause inconvenience to neighbouring stands. Current Test/Inspection certification if applicable, must be produced if requested.

13. Water.

Any exhibit wishing to use large volumes of water must obtain approval from the Show Manager in advance and a charge may be applied. Water to individual stands is not provided but water is available from standpipes located around the Showground.

14. Grass cutting.

The Society will undertake to keep the grass on all stands cut to a reasonable length up to Wednesday 6th September, 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 this date may be arranged through the Society for which a charge will be made.

15. Ground Condition.

The Society will not be held responsible for the ground condition of the sites offered and will not guarantee to make good such sites.

16. Marquees.

For details of preferred marquee suppliers please contact the Show Office. When ordering your trade stand 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.

17. Livestock on Stand.

- a. All livestock are 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. PAS 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.

18. Fire Safety.

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.

19. Liquid Petroleum Gas (LPG).

- 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 one metre 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.

20. Risk Assessment Forms.

Every exhibitor must supply a current Risk Assessment and return it with your application and a copy of your public liability certificate. Failure to complete and return these documents will result in your stand being cancelled and no refunds being made

21. Security.

Whilst security services operate throughout the period, from Wednesday 6th Until Sunday 10th, neither the Society nor the security firm, can take any responsibility for any theft, damage or vandalism that may occur.

22. Performing Rights Society Ltd (PRS) Copyright Act 1956.

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.

23. Photographers.

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.

24. Health & Safety Regulations.

Health & Safety 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.

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 Penistone 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.

- Exhibitors are responsible for the adequate fencing-off of all exhibits and structures (including tent pegs) dangerous to Show visitors.
- All mechanical and hydraulic devices must be guarded and safely secured against dangerous or unintended operation.
- Where steps are provided these must be firm and strong and must have non-slip surfaces and handrails.
- 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. Disclaimer of Liability and Responsibility of Exhibitors.

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.

- 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.
- 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.
- 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.
- 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.

- 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.
- All exhibitors at the Penistone Show must complete the RISK ASSESSMENT Form and return it with their trade stand application.

26. Unacceptable Behaviour

All our traders have the right to be heard, understood, and respected. Our volunteer staff also have these same rights.

As an organisation, we have a zero-tolerance approach for abuse towards our staff. We ask our staff to be polite, helpful, and sensitive to your needs and circumstances. We do not tolerate physical, verbal, or written abuse of our staff. Please treat them with respect.

Aggressive, violent, or abusive behaviour will not be tolerated and will result in your services being restricted and withdrawn from the show. In extreme cases, we may contact the Police.

Unacceptable behaviour includes:

- Using bad language or swearing at our staff, customers, or other traders
- Any physical violence towards any member of staff, customers, or other traders, such as pushing or shoving.
- Verbal abuse towards our staff, customers, or other traders in any form, including verbal insults.
- Racial abuse and sexual harassment.
- Abusing staff, customers, or other traders on our social media channels or via email.
- Verbally abusing our staff, customers, or other traders on telephone calls.