

TRADE STAND NOTES AND CONDITIONS

Before completing the Application Form, you must read these notes and conditions. By signing the application form or booking on line, you are confirming your acceptance of the rules of Woolsery Show

1. Disclaimer of liability

The Show reserves to its Trustee Board the sole right of decision to postpone cancel or abandon or curtail the Show. Where such decision arises from directive, happenings or circumstances outside the control of the Show, it shall not create liability to claim for loss or damages, nor for the refund of any fees or charges paid. We will endeavour to update information concerning problems on our website and FaceBook.

The Show, its officers will not be responsible for, or accountable, to any person whatsoever for any damage or loss to their property of any person whatsoever or for any accident or injury fatal or otherwise or for any disease, damage or loss that may occur to any person excepting only death or personal injury arising directly from the negligence of the Show, its Trustee Board, officers or employees, whilst upon the Clovelly Estate or whilst entering or leaving the same.

Excepting only the case of death or personal injury arising directly from the negligence of the Show or its officers, the said Show, its officers or employees will not be responsible under any circumstances whatsoever for any accident, loss or damage that may occur to or be caused by any animal, article or vehicle exhibited or brought onto the Clovelly Estate.

Save as aforesaid, each exhibitor or competitor shall be held solely responsible for any accident, loss, injury or damage that may occur to or be caused by any animal, article or property exhibited or brought onto Clovelly Estate or car parks by the exhibitor or competitor and that exhibitor or competitor shall indemnify the Show against any damages or claims whatsoever and any legal proceedings arising. Exhibitors shall be held liable for the behaviour and for any misconduct or negligence of their employees, volunteers or contractors.

The Show shall not be liable for any loss of income or damage arising from any error in the appointment of space or for any encroachment by an exhibitor on the space apportioned to another or from the weather.

The Show cannot be held liable for cancellation of the Show at short notice due to any reason – in particular, weather, human or animal disease.

2. Trade Stands

The Showground is a greenfield site. There are no permanent roads, tracks or hardstanding. There are no overhead or underground powerlines and trade stands must provide their own power supplies if required- any generator must be of the silent type, petrol fuelled generators are not allowed. Drinking water is provided from the Clovelly Estate supply at key locations or in IBCs. The Trade Stand Stewards can advise on locations if required.

The siting of Trade Stands will be at the discretion of the Show. No Trader has the right to claim a particular site. Any space allotted which is not occupied by 8.00 a.m. on Show Day will be considered not required. The Show reserves the right to reallocate such space.

No stand holder will be permitted to sublet or exchange a stand, or charge for admission to any stand, or permit anyone else to use any part of the stand, without prior agreement with the Trade Stand Secretary or Food & Farming Secretary.

The Committee reserves the right to refuse any application without giving a reason and to cancel or postpone the Show for whatever reason.

The fee paid is for space only. Exhibitors (including Craft Stands) must provide their own marquee,

tent or covering (except Food & Farming marquee).

Stand Markers

Stand holders must not encroach on adjoining stands or obstruct avenues when erecting their own stands nor during the time the Show is open. Your stand will be marked, and Trade Stand Stewards are available if there is any query. You must ensure that the whole of your exhibit, especially for trailers and associated structures and parts, such as marquees, ropes, tow bars, pegs and plates, are within the measurements of your site and do not extend beyond the boundaries in any way. When calculating space for display vehicles, please allow sufficient space to manoeuvre a vehicle into position without interfering with adjacent sites.

Any stand offering ready to eat food or drink on site must declare this at application stage and enter as an outside catering stand.

3. Insurance

All exhibitors must have in place up to date, suitable public liability insurance to a minimum value of £2m and must provide the Trade Stand or Food and Farming Secretary with a copy of their certificates (not the employers' liability certificate). Photocopies of Market Traders' Association cards are acceptable.

4. Show Open Times and Setting Up and Take down

A Trade Vehicle Pass will be issued to each stand holder to admit a Trade Vehicle to unload in the Show field. Please keep to the Avenues whilst driving around the showground and do not drive on other people's stands.

Once the vehicle has been unloaded, it must be removed to an outside car park as soon as possible and by 8.30 am on Show Day at the latest. No trade vehicle will be allowed to stay on the Show field unless it forms part of the Trade Stand. Vehicles causing an obstruction in any form may be towed away (for which no liability for damage can be accepted).

The Show field will be open for the erection of trade stands for three days prior to the Show with no overnight security on the site. **PLEASE NOTE THAT EVERY STAND MUST BE COMPLETED BY 8.30AM ON SHOW DAY AND THE DISMANTLING OF TRADE STANDS MUST NOT START BEFORE 5.00PM ON SHOW DAY.** Please note that there is not 24-hour access to the Show field.

Exhibitors are responsible for the control of their contractors. Exhibitors will be held responsible for the adequate fencing off of all exhibits and erections (including tent pegs) that may be dangerous to Show visitors. All mechanical and hydraulic devices must be guarded and safely secured. This means they must not be left raised without additional support.

Every site must be cleared by 5pm on Tuesday after Show Day. Traders are reminded that they are responsible for clearing **ALL** litter in the vicinity of their stand on Show Day and taking it away with them.

5. Booking Forms

All entries must be submitted online, or on the booking form, which must be signed by the exhibitor or their representative, such signature being acceptance (email confirmation is acceptable with previous years' exhibitors and is a binding agreement) of the Rules of the Show. Booking on line confirms acceptance of the Show's rules. The right is reserved, by the Show, to decline or cancel any application or booking and to restrict the number of trade stands notwithstanding acceptance of any payment and without being requested to state any reason for doing so.

We have a "Craft Street" as a specialist craft area, which is alongside a ring. Craft stands will be here, provided space allows.

The allocation of space will be left to the Trade Stand or the Food and Farming Secretary. Upon receipt of the Trade Stand booking form by the Show, the exhibitor^[L1]_[SEP] has entered a contract to take trade stand space. The exhibitor is obliged to pay all outstanding monies, whether an invoice has been issued or not, by the due date.

6. Tickets and Passes

Admission Passes will not be required prior to the Show. Each Exhibitor receives two tickets. Additional Exhibitor tickets (for representatives and catering staff) may be purchased and can be ordered on the Trade Stand Booking Forms.

All tickets / passes are non-refundable, and no refunds or replacements will be given in respect of any lost, forgotten admission passes. It is the responsibility of the person booking the stand to distribute tickets/passes to their staff.

7. Stand Holders' Vehicles

Motorcars, lorries, coaches, motorcycles and bicycles admitted will be left along with contents entirely at the owner's risk.

If any unauthorised vehicle is found on or near a stand after 08.30 on Show day the Exhibitor will be asked to move it by the Trade stand Stewards. Failure to comply will result in the removal of the vehicle at the exhibitor's expense. Service vans and lorries must be placed in the allocated spaces provided before 08.30 and remain there until 17.00 on Show day. On Show Day, Exhibitors requiring refreshment supplies and/or stock to be delivered to their stands must arrange for such deliveries to be completed before 08.30.

8. Health and Safety Risk Assessments

All exhibitors must complete a risk assessment form to cover the setting up, operation on the day of the Show and dismantling of their trade stand.

A copy must also be available on the trade stand for the duration of the Show for inspection. If livestock forms part of your Trade Stand, please include them in your risk assessment. All machinery must be protected from the general public in accordance with HSE regulations.

In order to comply with The Regulatory Reform (Fire Safety Order) 2005, all trade stands must give due consideration to the possibility of fire and must include this within their Risk Assessment. Outline the steps you propose to take to minimise that risk using a format as shown. For more guidance please visit www.hse.gov.uk. If, in your opinion, there is no risk please print no significant risk.

9. Fire Precautions

Provision of a fire extinguisher on the stand is now Show policy. Traders are advised to provide one on each stand, but compulsory for any stand that produces heat. Type and size depends on the risk assessment and whether cooking /heating facilities are being used. Where gas rings are used to heat boilers etc, they must be stood on non-combustible material that will not transmit heat and not near marquee walls. They must not be stood directly on grass. Exhibitors using flammable material on their stands must take special precautions against fire and in all cases must provide fire extinguishers designed to deal with the risk. Exhibitors must comply with The Regulatory Reform (Fire Safety Order) 2005 and The Smoke free (Premises and Enforcement) Regulations 2006 requirements. **The Show risk assessment form must be completed and appropriate mitigation measures in place if a fire risk is identified.**

All LPG cylinders must be installed and operated in accordance with HSE requirements and guidance can be found in the Nationwide Caterers Association document for LPG and LPG fired

Equipment in Tented Structures, Stalls and Gazebos.

https://www.ncass.org.uk/wp-content/uploads/2020/06/lpg-installation-in-marquees_v5.pdf

The Show reserves the right to close down a Stand without the appropriate fire extinguisher. Officials of the Show and representatives of the Fire Service may inspect any stand and shall be entitled to order the immediate removal of any equipment or structure, which, in their opinion, constitutes a fire hazard.

Emergency exits must be provided in marquee and caravan type exhibits and be clearly marked. All marquees and tents etc. should be constructed from fire retardant materials. Straw/hay must not be used as any part of any indoor exhibit.

10. Code of Practice for Safety and Accident Prevention

All persons, firms, exhibitors, contractors, societies etc. admitted^[SEP] to the Clovelly Estate shall be subject to the Health & Safety Policy and Arrangements document prepared by the Show as required by the Health & Safety at Work Act 1974. Exhibitors are reminded that they are responsible for the observance, by themselves, their employees and their contractors, of the Health and Safety at Work Act 1974 and the relevant statutory provisions that cover all safety regulations. They must be able to provide proof (either in the form of a letter or certificate) that all marquees/tents and other large structures are erected in a safe manner. Exhibitors must be able to contact contractors in case of emergency. These requirements may be enforced by Government Local Authority Inspectors. Trailing cables from generators etc. should not cross walkways. Guy ropes etc. should be highlighted.

Other structures must be securely fixed or tethered to ensure safety.

11. Medical Facilities

Medical services will be provided on the Showground during the Show's opening hours. For out of hours services please telephone 111 for medical advice and 999 for emergencies. The Clovelly Estate postcode is EX39 5TA. A minor injuries unit is available at Bideford Community Hospital, Bideford Community Hospital, Abbotsham Rd, Bideford. EX39 3AG Tel 01271 322577 opening hours 08.00 - 20.00 every day.

12. Food Hygiene

Responsibility and full compliance with statutory regulations is required. Further advice and information on food safety and associated laws can be obtained from the Food and Safety Team at Torrridge District Council, Riverbank House, Bideford EX39 2QG

<https://www.torrridge.gov.uk/food> Food hygiene certificates, where relevant, must be available for inspection at the Show if required. Toilet and handwashing facilities are provided on site.

13. Alcohol

Exhibitors are responsible to ensure that no alcoholic liquor^[SEP] is obtained from their stand by children or young persons. All exhibitors selling alcoholic liquor will need to apply for a personal license from Torrridge District Council.

14. Rubbish and Litter

Exhibitors are required to maintain their stand space and surrounding area in a clean, hygienic condition. **Exhibitors are requested to minimise the amount of plastic and other waste they bring with them to the Show.** On closure of the Show and after dismantling their stand, exhibitors are asked to collect up and take all their rubbish away with them. Exhibitors are required to ensure the removal of all refuse and litter from trade stand sites, giving special attention to glass, bottle tops, nails, cable ties and wire, also paper left inside marquees. In the event of failing to clear and restore a site, the Show will undertake the work and charge it to the exhibitor concerned.

15. Security

Exhibitors' property is left entirely at their own risk and exhibitors are advised that anything of value that can easily be stolen should be secured or removed overnight and not left unattended even after the Show. There is no onsite security provision.

16. Advertising

The use of loud speakers, selling of articles by auction, the flying of drones, balloons or kites, use of aircraft or captive balloons for advertising in the proximity of Clovelly Estate is strictly forbidden, due to the potential danger to livestock/public. Exhibitors are not permitted to issue or sell inflated balloons.

Exhibitors are not permitted to run raffles, games of chance, or draws, except by special permission of the Show. No person shall fix notices or placards or canvas show visitors in any part of Clovelly Estate or car parks other than within their own stand space or with the Show's permission.

17. Dismantling Exhibits

Dismantling of trade stands and exhibits may commence from 17.00 on the day of the Show. Vehicles forming part of a trade stand will not be permitted to leave their stand before this time. Any vehicles attempting to leave their stand or move off the Show ground before 17.00 will be stopped by the Stewards and only be allowed to proceed once the Show's Health & Safety Advisor has signaled that it is safe to do so. In the event of the majority of visitors having left the Clovelly Estate before 17.00, then vehicle movements may be allowed earlier, but only at the discretion of the Show. Exhibitors must remove all their equipment within 2 days of the Show and any Exhibitor who breaks the soil for the purpose of any exhibit must restore the same.

18. Loud Speakers and Noise

Written permission is required for anyone planning to use audio equipment (including music) on their stand. Any Exhibitor that causes annoyance to neighbouring Exhibitors or to the public with smoke, noise or smell from their stand will be asked to stop the activity. The Trade Stand Secretaries' decision is final and they are empowered to enforce a ban for the duration of the show.

The Trade Stand Secretary reserves the right to forbid any generators that, in her opinion, cause a nuisance or do not comply with current legislation.

19. Cancellation

Any exhibitor wishing to cancel their contract should give the earliest possible written notice to the Trade Stand Secretaries. No entry fees, deposits, outstanding or paid, can be returned without authority from the Show. Each case will have to be assessed individually if a cancellation occurs prior to 1 July, and an administration charge of 25% will be deducted from any refund. After this date the Show will use its discretion as to whether any refund will be made. The Show reserves the right to occupy or re-let any site in respect of which notice is given.

20. Data Protection

The Show and all Trade Stand Exhibitors must adhere to GDPR national guidelines. All information supplied by Traders will be published in the Catalogue and passed on to potential customers if asked for. If you do not wish us to include you in the catalogue or pass on contact information to potential customers please e-mail wooserytrade@hotmail.co.uk or put your request in writing to the address on the attached application form.

21. Entry for Awards

All stands will be automatically entered for The Allin Memorial trophy for best stand, and the Mitchell & Dickenson award for the most sustainable stand.