EGHAM & THORPE ROYAL AGRICULTURAL & HORTICULTURAL ASSOCIATION

EGHAM ROYAL SHOW

TERMS & CONDITIONS, INCLUDING HEALTH & SAFETY FOR ALL TRADE EXHIBITORS

These conditions form the basis of the contract between the organisers and the trader to trade goods and services at the Egham Royal Show on the Saturday and Sunday of the August bank holiday weekend and further confirms that these conditions shall likewise govern any future booking made by the trader with the organiser, save as clearly stated on the application form for the future booking.

These conditions do not affect your statutory or common law rights.

These terms and conditions, booking contract, disputes or claims arising out of or in connection with the provision to sell goods or services are governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England.

Definitions:
"contract" is the agreement between the "organiser" and the "trader" for the provision to sell goods or services incorporating these terms and conditions.
"organiser" is the Egham & Thorpe Royal Agricultural & Horticultural Association who are responsible for organising the Egham Royal Show.
"trader" is the person, company or organisation that is booking a pitch at the Egham Royal Show.

1. PROMOTION OF EGHAM ROYAL SHOW

The Organiser is committed to the promotion of Egham Royal Show in a professional manner across our social media pages, on our web site and utilising approriate advertising and marketing strategies. Details are available upon request at reasonable notice.

2. PITCH BOOKING

As a condition of booking, when submitting the booking form the trader must confirm they have read, understood and agree with these terms and conditions to the exclusion of any other terms and conditions which the trader purports to apply.
These terms and conditions apply to ALL bookings, any variation will have no effect unless expressly agreed in writing by both the organiser and the trader.

Once you have completed and submitted the online booking form, please email the required relevant documents (Food Hygiene certificate if selling food, Public Liability Insurance certificate and Risk Assessment) to the Trade Stand Officer (tradestands@eghamroyalshow.org.uk) who will then check your documentation, and respond by email to either decline or accept your booking and issue your invoice.
Note: Should the required documentation not be received at least 4 weeks prior to the Show, the booking may be cancelled without refund.

Egham & Thorpe Agricultural & Horticultural Association are required to comply with current Health and Safety regulations, therefore all persons using the Showground be they Trade Stands, Live Stock Exhibitors, Equestrian Competitors, Craftworkers, Caterers, Contractors (including their servants, employees or agents) or Committee members, Association members and Volunteers must comply with the provisions of the current Health and Safety at Work Act, and subsequent Regulations, at all times.

PLEASE ENSURE that you notify the trade stand officer of any special requests or requirements by email at the time of booking. In the event of any changes occurring after you have booked, please let the trade Stand Officer know, as to do so on arrival at the Show could lead to disappointment.

2.1. CHARITIES

Where the Organiser has allocated space to recognised registered Charities, such space may be used only for promotional purposes and the sale of items for the benefit of the Charity. The Charity's Registered Number must be provided on the booking form.

3. Organisers Obligations

3.1. ALLOCATION OF SPACE

The organiser will consider all applications from prospective traders and take reasonable steps to ensure a consistent quality of trader and a competitive mix of products.
The allocation of pitches will be fairly decided using a number of criteria including first come first served and appropriate product mix and price. The organisers decision for allocation of pitch space is final.

The Organiser will provide each trader with pitch space which will be described on the booking/application form in terms of size and location.

3.2. ACCESS TIMES

The organiser will advise the trader of the Show start and finish times, as well as access arrangements for setting up and dismantling their stands.

Traders should have their Stands in a good, professional and attractive order, by 9:30am on both Show days.

3.3. ENTRY PASSES

Your pitch booking includes TWO SHOWGROUND PASSES these will be valid for use on both show days. Should you require additional passes these must be requested on the booking form, and may be subject to additional fees.

4. PUBLIC LABILITY INSURANCE.

The Organiser will carry public liability insurance to the sum of £5,000,000, each Trader is required by law to have their own Public Liability Insurance, and must have their certificate with them at all times as may be asked to show a copy upon request at the Showground.

4.1. Fairground attractions

The "Code of Safe Practice at Fairs" must be observed where any fairground device or passenger carrying ride is operated and suitable Public Liability Insurance MUST be valid for the duration of the Show.

4.2. Safeguarding

Any traders that provide services which could involve close contact with a vulnerable person, or children should hold a valid DBS certificate that is on the updater service or has been checked within the last 36 months.
Parents are ultimately responsible for supervising their children on the Showground, particularly when undertaking rides and activities.
As far as is possible avoid any situations which results with being alone with a vulnerable person or child.

5. Traders Obligations

ALL EXHIBITORS MUST CLEARLY DISPLAY THE NAME UNDER WHICH THEY TRADE.

5.1. GOODS & SERVICES OFFERED FOR SALE

Each trader must provide details of the product range or services they propose to provide within the trade space, only appropriate stock will be accepted.

Traders attempting to display or sell stock that is deemed inappropriate by the organiser may be required to remove it from their pitch and may at the absolute discretion of the organiser be required to leave the showground without any refund of booking fee. The organisers opinion will be final.
The organiser may involve trading standards if deemed required.

Inflated balloons are strictly prohibited on the showground due to being under a flight path.

The trader is responsible for ensuring that all stock displayed / offered for sale complies with all relevant UK legislation governing its manufacture, advertising and sale. That the items are produced and sourced ethically and are fit for the intended purpose. Goods & Services that are of an **illegal nature** are prohibited on the showground.

5.2. APPEALS, COMPETITIONS, RAFFLES, ETC

Traders wishing to make appeals or run competitions must first write/email (tradestands@eghamroyalshow.org.uk) to obtain permission from the Organisers, but in any event will **NOT** be allowed to make collections outside the limit of their Stand.

5.3. CATERING

The sale of ice cream, drinks or other refreshments will only be allowed as agreed with selected catering units, these units will be located within designated catering areas.

Catering units are responsible for complying with Health, Safety & Hygiene regulations, and must visibly display their Food rating. Those selling alcohol are responsible for implementing their Think 21 policy and applying for their appropriate TENs license.

The association is required to provide a list of ALL Catering food and drink sellers attending the Show to the local Environmental Health Officer. Any traders that are found to sublet pitches and therefore not undergo the required checks will NOT be invited to return for future shows.

5.4. UNDUE NOISE.

Exhibitors may not call attention to their goods in such a way, so as to cause annoyance to other Exhibitors or to the public visiting the Show. Any legitimate complaints in this respect may lead to the Exhibitor causing the nuisance, being required to close their Stand and leave the Showground without any refund of booking fee.

5.5. EXTENDING OUTSIDE OF THE AREA BOOKED

The trader undertakes to display their stock within the area allocated, and ensure the stand is adequately stocked throughout the duration of the Show.

Do NOT extend pitches beyond the boundary of your marked pitch area, for example placing boards, other goods, clothes rails, etc. such that they encroach into designated public pedestrian walkways or exits/fire paths under any circumstances due to Health & Safety. Any exhibitor, who ignores this condition of booking, may be required to close immediately and leave the Showground without any refund of booking fee.

5.6. STAFFING THE STAND

The Trader undertakes to ensure the stand is sufficiently staffed throughout the duration of the Show.

5.7. NO SUB-LETTING

Under no circumstances will Traders be permitted to assign, sub-let or grant license in respect of the whole or any part of their allocated Trade Stand pitch or to any benefit or obligation under this agreement. To do so, will result in that Pitch being required to close immediately and leave the Showground without any refund of booking fee.

The organiser may assign and/or subcontract the contract or any part of it to any person, firm or company. The trader may not assign or subcontract the license and/or the contract.

5.8. VEHICLE PARKING AND MOVEMENT

Parking will be free of charge. After unloading please ensure all vehicles are parked either in the allocated space behind the pitch or in the trader parking area, by 8:30am on both Show days.

Vehicles will NOT be permitted to move on the Showground between 8:30am and 5pm on both Show days.
Should a situation arise whereby you need to move a vehicle before show close please contact either the Trade stand manager or staff at the trader gate to be escorted on the Showground.

ANY Vehicles parking within the designated Fire Paths or blocking Emergency exits will be required to MOVE, failure to comply may result in your vehicle being moved by a telehandler or emergency services, at your own risk, in the event of an emergency arising.

5.9. REQUEST TO MOVE MATERIALS/VEHICLES

Without prejudice to clause 3.1 the trader accepts that it may be necessary to move or remove any item in connection with Showground including the removal of vehicles, boxes, packaging materials etc and undertakes to comply with any request reasonably made by the organiser, its officials or assignees.

5.10. STAND DISMANTLE

Stands should not be dismantled and traders should not leave the showground before 5pm on the Sunday without prior consent from the Trade Stand Officer. Should an emergency arise please contact the Trade Stand Officer.

Should the trader, their servants, agents or subcontractors fail to remove all their property or otherwise fail to vacate the showground in accordance with the timetable issued by the organiser, the organiser will hold the trader entirely responsible for any losses and costs incurred and the trader agrees to pay on an indemnity basis.

5.11. RUBBISH

Traders must ensure their stand is cleared, all litter and other rubbish **removed to rubbish bins** available on the Showground, and that the allocated space is left in a clean & orderly state.

6. HEALTH AND SAFETY, FOOD HYGIENE.

All Trader's attention is drawn to the requirements of the Health and Safety at Work Act 1974 and the Food Safety Act 1990 with regard to their duties in connection with their work activities towards personnel employed on their Stands and towards members of the public.

6.1. FOOD TRADERS

Traders selling Food must have up to date certification to at least level 3 as required by Environmental Health, and are required to provide a currant copy of their Food Hygiene rating, and inform the organiser of the local authority they are registered with, this must also be displayed on your stand during the show.

Enforcement Officers from the Local Authority may undertake spot checks, and, if major contraventions are found, the Trader will be asked to close their Stand and leave the Showground immediately. No refund of booking fee will be given in these circumstances.

6.2. SALE OF ALCOHOL

Traders selling alcohol must have a Think 21 policy in place and are responsible for implementing this. As well as obtaining the appropriate TENS license from Runnymede council. Venue details and location on the Showground will be provided to the Trader for their application of the license.

6.3. SUPPLY OF WATER

There is a mains fed water supply on the showground, all pipes and fixtures are disinfected prior to being setup. For food traders using water for Food and beverages please ensure that it is potable before use, for example use bottled water or if using from the pipped supply ensure it is boiled prior to use.

6.4. ELECTRICAL EQUIPMENT

Traders must ensure all electrical equipment used has the relevant certification, such as a certified PAT label affixed to it giving the date of the latest test (as defined within your risk assessment).

All electrical equipment should be installed and used in accordance with HSE Guidance "Maintaining portable electrical equipment safety" and be connected to the supply through a RCD of 30mA sensitivity.

6.5. Generators

Should an Exhibitor wish to use a modern silent Generator to produce power whether overnight or during the day, this MUST be declared on the Booking Form at the time of applying for a Pitch, otherwise usage of them will not be permitted.

Traders attention is drawn to the following fire safety precautions when using Generators:

- *No Hot re-fuelling*
- *Fuel to be stored in approved metal containers and a safe distance from any ignition source*
- *Small/medium size generators that are not fixed in vehicles, should be in open air, away from the tent/stall*

- *Small /Medium size generators should be bunded within a metal tray, to avoid environmental contamination of the land from oil and/or fuel.*
- *Generators appropriately fixed within vehicles should have adequate ventilation and any combustibles removed from the immediate area.*
- *Consideration should be paid to requesting traders using Diesel generators, as these use far less fuel and as a result there will be less flammable materials on-site.*

6.6. Gas Appliances and Cylinders

Any Trader intending to use gas cylinders (e.g. Calor Gas, Propane, Butane, Helium, etc.) on the Show days must notify the Trade Stand Officer on the Booking form.

All gas appliances must have been examined and tested by a competent person and labelled to indicate the examiner's name and date of inspection. All LPG Gas appliances must have a valid Gas Safety Certificate (dated less than 12months old). The use of untested appliances on the Showground will not be permitted.
The storage, use and transport of LPG cylinders on the Showground must be in accordance with current HSE Guidance.

6.7. Steam, Pressure and lifting vehicles and appliances

All steam or pressure vehicles or lifting appliances must have undergone a recent inspection by a competent person and be labelled to indicate the date of inspection and the name of the person who inspected it. Steam boilers must hold a current boiler certificate and appropriate insurance.

The Trade Stand Officer must be notified no later than three weeks before the Show of all machinery that will be in motion on your stand or other live mechanical or electrical demonstrations.
All equipment must be totally guarded with adequate warning signs, and demonstrations must be supervised by a competent person at all times.

In the event of temporary electrified fencing being proposed to be erected, prior written permission will be required from the Organisers, and such permission will not be unreasonably withheld. However, current regulations governing the erection, control of and adequate warning signage, must be fully complied with.

Tractors, motor vehicles and other self-propelled implements must be immobilised when not in use. Machinery, plant and equipment must be adequately supported to prevent moving or tipping over, sharp edges must be protected and moving parts guarded. Hydraulic rams must be suitably propped with steel props if demonstrated in an extended position.

6.8. Gazebos, Marquees, Tents, Flags and Signs

The Organiser provides only the pitch space for the erection of Stands, Traders must provide their own Stands, Tents, Gazebos, tables etc.

Any gazebo or marquee erected should comply with current Fire Regulations, and tent pegs covered to prevent tripping and injury - especially near entrances/exits.
No post holes are to be bored or any other digging or excavation to take place without prior written permission. Where permission is granted, holes must be filled as soon as possible or protected.

Flag poles and high signs must be adequately fixed to withstand wind and other stresses. Stays should be identified with streamers as and where necessary.

7. RISK ASSESSMENT

ALL Traders are required to ensure their stand and staff comply with current UK H&S Legislation, including having a Risk Assessment in place, an example Risk Assessment Form can be found on our website, and should be available if requested by officials over the Show weekend.

Companies employing over 5 members of staff in any capacity should have a written Health and Safety Policy.
You may be asked to produce these if the Local Enforcing Authority inspects your Stand.

7.1. RISK OF FIRE

FIRE PRECAUTIONS on Stands are the responsibility of the Trader, Attention is drawn to the following precautions:

- *Extinguishers provided by traders and the organisers should be within their test date*
- *Traders that are not cooking and introduce the risk of fire, through any other process, should provide a fire extinguisher and be at least a 4.5Ltr water extinguisher*
- *Traders that are cooking, a minimum of 4Kg dry powder, 4Ltr of foam, is recommended.*
- *Where traders are using deep fat fryers; a flame failure device is required also the provision of a fire blanket. The best fire extinguisher for deep fat fryers is a "Class F" extinguisher*
- *Traders with generators should provide a CO^2 or 4Kg Dry powder extinguisher(min) and keep it within 5Mtrs of the Generator*
- *Extinguishers provided by traders should be suitably visible by their staff and sited for ease of use.*
- *Traders should manage their combustible/waste materials and clear them from walkways*
- *Areas around LPG cylinders should be clear of combustibles and waste products*
- *Food traders and any such trader that introduces a risk of fire through other means, as per current practice; should provide the organisers with a suitable fire risk assessment.*
- *Food traders within mobile catering vehicles should display a suitable fire action notice within the vehicle.*

8. PAYMENTS AND CANCELLATIONS

8.1. PAYMENTS

After acceptance of your booking form the payment amount will be calculated based on the information provided, an invoice will be issued in June for payment in full **within 14 working days** by BACS, details on the invoice.

In the event of any trader ***failing to make payment within 30 days or other allocated time frame*** without confirmation of alternative arrangements/agreement from the Trade Stand Officer, the organiser reserves the right to cancel the booking, and reallocate the pitch accordingly.

8.2. CANCELLATION

If for any reason you are no longer able to attend the show please notify the Trade Stand Officer in writing (by email tradestands@eghamroyalshow.org.uk) as soon as possible.

Where written notification of the booking is received more than four weeks before the show a full refund of fees paid will be refunded, if less than four weeks notice is given the refund will be at the discretion of the organiser.

If a trader fails to turn up on the date of the show no refund of payment will be made to the trader.

In the event of a trader entering liquidation, whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation) or being an individual committing an act of bankruptcy, or whether a company or an individual calling any meeting or making any arrangements with their creditors, or permitting any judgement to remain unsettled for more than 7 days, or a distress or execution being levied upon any goods or premises of the trader, the organiser shall have the right to terminate any contract with the trader, to cancel the pitch allocation and retain all monies paid by the trader under such contract.

8.3. RIGHT TO CANCEL OR REFUSE ADMISSION

The organiser reserves the right to refuse admission to or participation in the Show.
The organiser reserves the right to refuse or reject any booking application, or cancel a booking without being required to give a reason. In any case where the booking fee has been paid, it will be refunded.

In the event of the booking being cancelled the organisers are not liable whatsoever to the trader other than the refunding of fees paid. The organiser shall have no liability to the trader in respect of any direct, indirect or consequential loss (all three terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of contracts, damage to property, depletion of goodwill or any other similar loss) costs, damages, charges or expenses caused to the Trader.

9. CLAIMS, INDEMNITY AND INSURANCE

Every trader hereby accepts liability for all acts or omissions of themselves, their servants, contractors and agents and undertakes to indemnify the organiser and keep them indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the organiser or incurred or become payable by it arising therefrom or in respect thereof, including any claims arising out of the supply by the trader of samples of any kind whatsoever whether such samples be sold or given away free and including without limitation any legal costs and expenses and any compensation costs and disbursements paid by the organiser on the advice of their solicitors to compromise or settle any such claims.

The organiser reserves the right to cancel the Show in the event of an outbreak or disaster (such as a pandemic, war, fire, national emergency, strike, civil disturbance, inevitable accident or any other cause) that will effect livestock & members of the public either locally or nationally. In the event that the Organiser cancels the Show they may at their entire discretion repay any payment amount paid by the trader or part thereof, but shall be under no obligation to repay the whole or part of such rental and shall be under no liability to the trader in respect of any actions, claims, losses (including consequential losses), costs, expenses whatsoever which may be brought against or suffered or incurred by the trader as the result of the happening of such events.

The organiser does not accept responsibility for any loss or damage from any cause whatsoever in respect of any property bought to the showground by the trader, stand holders, their servants, agents, subcontractors or any other person. The trader is required to indemnify the organiser in respect of any such loss or damage to exhibits or any other property bought to the showground whether it belongs to the trader or not.
Without limitation the trader shall indemnify the organiser in respect of any liability in respect of any damage to the showground arising from the use thereof by the trader, their servants or agents.

Each trader shall indemnify the organiser against any claim which may be made in respect of any alleged breach or infringement of any copyright, patent or without limitation other intellectual property right(s) by that trader during the period of their occupation of an alloted pitch space, or without limitation otherwise in connection with the show.

Nothing in these conditions excludes or limits the liability of the organiser:

For death or personal injury caused by the organiser's negligence
Under section 2(3) of the consumer protection act 1987
For any matter which it would be illegal for the organiser to exclude or attempt to exclude its liability
For fraud or fradulant misrepresentation

Without prejudice to the forgoing provisions of these conditions:

The organisers total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

The organiser shall not be liableto the trader for any pure economic loss, loss of profits, loss of business, loss of contracts, damage to property or depletion of goodwill, in each case whether direct, indirect or consequential, or and claim for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

9.1. Force majeure

The organiser shall not be liable to the trader or be deemed to be in breech of the contract by reason of any delay in performing or any failure to perform any of the organisers obligations if the delay or failure was due to any cause beyond the organisers resonable control.

9.2. Severance

If any provision of the contract (or any part thereof) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted the provision shall apply with whatever modification is nesseccery to give effect to the commercial intention of the parties.

10. Smoking

Smoking is not permitted in any gazebo, tent, marquee or in close proximity to straw or other combustible material.

Under certain weather conditions, for example extreme heat, smoking may be banned across the whole showground due to the increased fire risk and the nature of the ground being dry grass.

11. DOGS

We welcome well behaved dogs at our Show, but they **MUST** be kept on a short **lead** at all times whilst on the Showground to avoid any potential harm coming to them or others.
Any traders who do NOT comply with this may be asked to leave the showground, stewards reserve the right to reject any animal deemed to be unsecured or unsafe.

Please ensure you clean up after your dog.

ALL DOGS SHOULD BE KEPT ON SHORT LEADS AND UNDER STRICT CONTROL DUE TO LIVESTOCK & VEHICLE MOVEMENTS ON THE SHOWGROUND

Your dog is vulnerable if left in a vehicle in high temperatures even on days considered as only slightly warm. Please take care of your dogs.

12. Covid-19 and potential for other human or animal virus outbreaks

Please ensure that the current government guidelines and advice, such as disinfecting vehicles, hand washing/sanitising, social distancing and wearing of face coverings, to reduce the spread of any potential virus outbreak are maintained and adhered to as required.

Issued by : Darren Kirkham, Trade Stand Officer
Egham & Thorpe Royal Agricultural & Horticultural Association
February 2024