



# RULES & REGULATIONS

## PREAMBLE

The purpose of organising the Taunton Flower Show is to provide space for attractive and educational exhibits of a high standard, which will be both pleasurable and instructive and to enable Exhibitors to promote their plants and products.

## DEFINITIONS

1. For the purposes of these rules and regulations:
  - a. "the Society" means The Taunton Deane Horticultural and Floricultural Society.
  - b. "Exhibitor" means the organisation, person, company or entity and/or their employees and contractors taking stand space at the Show, whether for trading or exhibition purposes.
  - c. "the Show" means an event held or promoted by the Society at which an Exhibitor stand space, or Exhibitors take stand spaces.
  - d. "The Showground" is the area in which the Society holds the Show and includes car parks, access areas, entrances and exits.

Exhibitors must comply with all the rules and regulations detailed here and in sub regulations that may be written by the Society.

The Society has overall jurisdiction and its decision is final.

## BOOKING YOUR TRADE STAND

### All Applications

2. Exhibitors may either fill in an application form online which can be found via the Society website or request a copy which will be sent by email.
3. All forms should be checked carefully before submitting to ensure all information regarding the Exhibitor's stand size and other relevant details have been entered correctly.
4. Application forms and all other relevant paperwork must be completed and returned to the Society before the closing date.
5. Any queries should be emailed to [traders@tauntonfs.co.uk](mailto:traders@tauntonfs.co.uk)
6. Payment is due in accordance with details on the application form.
7. Please note that stands are re-numbered every year and as such any given Exhibitor's stand number may change from the previous year.

### Booking Space

8. Full payment will be required upon acceptance of the application.
9. Exhibitor spaces are only confirmed once payment has been made.
10. The details provided on the application form must allow sufficient room to accommodate any tow bar, marquee, gazebo, etc., INCLUDING guy ropes and foot plates. Encroachment onto any adjoining stand is not permitted.
11. Exhibitors are only allowed to sell/promote the goods listed on their given application form.
12. Caravans and other vehicles that do not form part of a stand ARE NOT ALLOWED to park on any stand site. These must either be parked in an off-site caravan park or in the appropriate Exhibitor carpark.

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### **Risk Assessments**

13. Exhibitors must complete a full and satisfactory risk assessment. A return stating that no risks are identified is unacceptable. Application forms without a complete or satisfactory risk assessment will not be accepted. The decision of the Society as to whether a risk assessment is complete or satisfactory is final. Passes will not be forwarded unless a suitable risk assessment has been returned and approved. A copy of your risk assessment must be available on the stand for possible inspection by officials during the show.

### **Allocation of Sites**

The allocation and positioning of stand space is at the discretion of The Society.

14. Site boundaries will be marked and in no circumstances will Exhibitors be allowed to occupy a larger space than that allocated to them. All activity must be contained within the limits of the allocated stand unless the Society gives permission.
15. No Exhibitor shall share occupation of any part or portion of the space allocated to it and/or part with occupation with the whole of such space and/or or move to any site or stand other than that allocated to it by the Society.
16. Product exclusivity will NOT be offered to any Exhibitor, and the Society will not be held liable or responsible for the existence of any form of competition for any reason.

### **Programme Entry**

17. Programme entries for each Exhibitor are provided free of charge in the official Show programme. Exhibitors are asked to complete the details (not to exceed 20 words) on the application form by the closing date.
18. Late, incomplete or illegible entries could be excluded from the catalogue.
19. The Society reserves the right to edit entries received.

### **Cancellation Policy**

20. Cancellation by an Exhibitor of any reserved stand space must be notified to the Society in writing. The Society reserves the right to re-let any cancelled space.

Charges for cancellations are as follows:

- i. Three months or more prior to the Show: 20% of total stand cost.
- ii. Not more than three nor less than two months prior to the Show: 50% of total stand cost.
- iii. Less than two months prior to the Show: 100% of total stand cost.

The Society may cancel any stand space or any agreement relating thereto at any time subject to giving at least thirty days prior written notice – where possible - of such cancellation to an Exhibitor and shall return to The Exhibitor any payment that such Exhibitor might have paid to the Society subject to all terms and conditions having been met.

### **Refusal of Applications**

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21. The Society reserves the right to reject any application for stand space. In the event of refusal or cancellation The Society will not enter into correspondence on the subject but will refund fees paid in accordance with the cancellation policy.

### **Services –Water and Electricity**

22. Water supply is available at many points in The Showground. However, connections may NOT be made to individual stands.
23. Application for Electricity supply is part of the stand application form. Late bookings will be accepted at the discretion of The Society and its electrical contractor, but may be subject to a £50 surcharge.
24. Exhibitors must comply with all statutory regulations.
25. All equipment brought onto the Showground and/or placed or used on a stand by an Exhibitor must be tested and display an up-to-date PAT label/certificate or the Society's contractor will not connect the equipment to the electrical supply.
26. The use of generators is not permitted.
27. The Society will not be liable, under any circumstances, for any costs, losses or damages arising in the event of disruption or loss of any or all of the electrical and water supply.
28. The Society reserves the right to refuse to provide a service to faulty equipment either before or during The Show. No refund of charges will be made in respect of non-connection or discontinued supplies.

### **Tickets & Passes**

29. PASSES WILL NOT BE SENT UNTIL FULL PAYMENT and RISK ASSESSMENTS HAVE BEEN RECEIVED.
30. As standard, Exhibitor passes (valid for the 2 days of the Show), and vehicle permits will be issued before The Show.
31. These passes are for the use of people manning the stand during the Show and not for Exhibitor customers.
32. Any additional passes required must be purchased in advance of the Show.
33. Any Exhibitor failing to bring their Exhibitor passes to The Show will need to buy replacements to enter the Show.

## **SETTING UP, SHOW DAYS & BREAKDOWN**

### **Setting Up Entry Times to the Showground**

#### **Vehicles on the showground**

34. Exhibitors shall comply with the directions of the Society.
35. In adverse weather conditions or emergency situations, The Society reserves the right to restrict vehicular access to the Showground at any time to protect the ground.
36. 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 the showground. The Society accepts no liability for any damage incurred during the towing or otherwise assisting in moving vehicles.

### **Setting Up Entry Times to the Showground**

37. Access times to the Showground will be detailed in a confirmation letter.

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38. Exhibitor passes are required to access the Showground during build up. All staff, contractors and helpers must be in possession of an Exhibitor pass during this time. Anyone found without an Exhibitor pass will not be admitted onto and/or will be required to leave the Showground.
39. Exhibitors are strongly advised to have their stands in place by 19.00 hours on the day before the Show opens. After this time there may be no staff available to assist.
40. Heavy exhibits and equipment deliveries should ideally be completed at least 48 hours before the Show opens.
41. Exhibitors will be asked to remove any vehicles without the appropriate pass found on the Showground from 08.00 hours.
42. No turf may be removed or any excavation made in the ground for construction of displays without permission from the Society.
43. Exhibitors are not permitted to remove or obscure any Show notices, nor attached anything to any building, structure, item or furniture or to trees, nor may the layout or arrangement of the park be altered in anyway. The use of gravel and/or stones is not permitted on any grassed areas.

### **Show Day Times**

44. STANDS MUST BE OPEN BY SHOW START TIME, AND REMAIN OPEN EACH DAY UNTIL CLOSING AS FOLLOWS:
  - a. Friday: 0930 hours to 1800 hours.
  - b. Saturday: 0930 hours to 1800 hours.

### **Waste and Recycling**

45. Exhibitors must maintain and leave their stand space and surrounding area in a clean, tidy and hygienic condition.
46. The removal of all exhibits, materials and waste together with any necessary reinstatement must be completed by midnight on the last day of the Show.

### **Sale of Alcohol**

47. Exhibitors intending to sell alcohol or provide any entertainment on their stand must comply with all statutory regulations.

### **Charity Collections**

48. Lotteries and raffles are prohibited, except as mentioned in the next paragraph.
49. Applications for permission to hold a lottery or raffle will be considered by the Society in its absolute discretion.

### **Disabled Access**

50. Under the Disability Discrimination Act 1995 everyone has the right to have access to stands. Any queries regarding this should be initially directed to the Society.
51. The Disability Rights Commission can be contacted on 0845 622 633 or email [enquiry@drc-gb.org](mailto:enquiry@drc-gb.org).

### **Dogs**

52. The Society only allows visitors' assistance dogs access to The Show. ASSISTANT DOGS MUST BE KEPT ON A LEAD AT ALL TIMES.

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### **Employment of Children**

53. No child under 15 years of age may be employed at The Show.

### **Fire Extinguishers**

54. Every stand must be equipped with firefighting facilities, which must be easily accessible and maintained in a functional condition.
55. All materials used in the construction of stands and displays, including all fabrics, must be fire resistant. Items of an inflammable nature, including gas cylinders, primus stoves or similar equipment, are not permitted on the Showground without prior written permission from the Society.
56. Fire exits must be kept clear at all times and may not be obstructed for any reason at any time.
57. All halogen display lighting should be of a type that is totally enclosed or so designed as to provide a suitable and adequate guard to cover the lighting element. The rating of any halogen display lighting should not exceed a maximum of 300 watts.

### **Signs, Advertising. etc.**

58. All Exhibitors must provide a clear company sign bearing the name of the organisation as entered in the Show programme.
59. Signs must not obscure exhibits or other signs on neighbouring stands.
60. Except on Exhibitors' own stands, no Exhibitor or other person shall fix or distribute any placard, leaflet or advertisement in any form on any part of the Showground, its avenues, car parks, adjoining land or road sides.

### **Smoking Policy**

61. Smoking is not permitted on the Showground

### **Dismantling of Stands and Breakdown**

62. DISMANTLING OF TRADESTANDS MAY NOT COMMENCE EARLIER THAN 1800 HOURS ON THE LAST DAY OF THE SHOW OR UNTIL IT IS SAFE TO DO SO.
63. Exhibitors must remove not only their exhibits but all the structures and all materials introduced by them and must leave the Showground in the same condition as found. Any breach of this provision will render an Exhibitor liable to the Society for the cost of all reinstatement work.
64. The removal of all exhibits and materials together with any necessary reinstatement must be completed by midnight on the last day of the Show.
65. An Exhibitor unable to comply with this requirement should consult the Society to agree a time for removal from site.
66. An Exhibitor leaving items on site after Saturday evening does so at its own risk.

## **HEALTH AND SAFETY**

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67. Exhibitors are reminded that they are responsible for the observance, by themselves, their employees and their contractors, of the current Health and Safety at Work Act. This includes its relevant statutory provisions and all associated safety regulations.
68. The local authority inspectors will enforce these requirements. The Society will offer advice to Exhibitors if requested.
69. Should any problems arise during set up/breakdown periods and/or on Show days, Exhibitors should ensure that any risk to health is minimised and all necessary precautions taken.
70. In the event of an accident or mishap on site the Society should be notified immediately at the Show Information Tent, or via the nearest control point.
71. First Aid facilities are in attendance throughout the Show during set up, breakdown and opening hours.

### FOOD SAFETY

72. Exhibitors providing edible foodstuffs/ catering on their stands whether the food is for sale or not, must conform to all current legislation.

### INSURANCE

73. Exhibitors shall for the duration of the Show maintain their own insurance in respect of
  - a) Public liability insurance with a minimum limit of indemnity of £2m.
  - b) Exhibits and stock
  - c) Loss of profits however incurred
  - d) Employers Liability. If the Exhibitor employs anyone, employers' liability insurance must be in force. 'Employees' includes include volunteers, Casual or temporary workers and/or 'self-employed' persons.

### INDEMNITY

74. Exhibitors shall comply with and adhere to:
  - a) all health and safety statutes, rules and regulations, all food hygiene policies, and all other legislation statutory rules and regulations which may be relevant to the Show and
  - b) all terms and conditions of any insurance or underinsurance and all other matters and requirements relative to the Exhibitors insurance set out in the preceding Clause
75. Each Exhibitor shall be solely liable for any loss, injury, or damage that may be done to or from any article or property exhibited or brought on the Showground by or for it.
76. Each Exhibitor shall indemnify and hold harmless the Society against all claims that may be made against the Society in respect of any matter concerning or arising under these rules or in connection with the Show save only in respect of any injury caused by or arising out of the negligence of The Society or its servants or agents.



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### **Limitation of liability**

77. The Society reserves the sole right of decision to postpone, cancel, abandon or curtail the Show. Where such decision is made howsoever arising it shall not create a liability to claim for loss or damage nor for the refund for any fees and charges paid.
78. 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.
79. The Society, its officers, volunteers or staff will not be in any way liable to any persons whatsoever for any damage or loss to the property of any such person or for any injury however caused fatal or otherwise to any such person while upon the Showground or other property while entering or leaving the same.
80. The Society will not be liable or held responsible at any times for any loss or damage suffered by or caused to any stands, exhibits, goods, vehicles, machinery, plant or items whatsoever by any third party whether during the build-up, the Show or during breakdown or whether occurring on any part of the Showground.
81. Each Exhibitor shall be solely liable for any loss, injury or damage that may be done to or from any article or property exhibited or brought on to the Showground by or for such Exhibitor, and the Exhibitor shall indemnify The Society on account of or in respect of such damage or injury which may be so caused and each Exhibitor shall be held liable for the behaviour or for any misconduct or negligence by their servants or contractors and the consequences thereof.