



## GENERAL INFORMATION, RULES & CONDITIONS FOR EXHIBITORS

### 2010 Bathurst Show Dates

- Friday to Sunday – 26, 27 & 28 March 2010
- Please note that the Horse Show starts on Thursday 25 March 2010

### 2010 Stand Booking

- Stands are booked strictly on a first-pay, first-allocated basis at the discretion of the organisers. Only **payment in full and written confirmation of acceptance of your booking secures stand space.**
- The organisers reserve the right to exclude any applicant in the event of there being too many stalls selling the same type of goods. This will be decided by the organisers at their sole discretion and will be based on a first apply and pay, first allocated basis.
- Fully completed Stand Bookings must be returned to the office as soon as possible. **Submission of the booking form does not guarantee you a stand.**
- On receipt of the Stand Booking form & payment of the amount due in terms thereof your application will be considered by the organisers and if accepted your stand number/s will be allocated and be confirmed and an invoice issued for payment. Deposits are to be paid by no later than **30 September 2009 with final stand payment due 31 January 2010.**
- Stands cancelled after 31 January 2010 will carry a 50% cancellation fee.

### Stand Set-Up & Dismantle Deposit Policy

- Stand set-up is scheduled for Wednesday 24<sup>th</sup> & Thursday 25<sup>th</sup> March 2010. You may not enter the Showgrounds prior to this date without permission from the Manager.
- Sharing, sub-letting or sub-division of Stands is not permitted.
- Moving of Stands will not be allowed during the Bathurst Show.
- Stands must be ready for judging & public viewing by 9am Friday 26 April 2010.
- The Dismantle Deposit will be refunded after 16h00, Sunday 28 March 2010.
- Dismantle Deposit refunds may be collected from the Treasury Office. These will be made in cash only. Under no circumstances will a refund be issued after the 28 March 2010 and any amount not collected by that date will be forfeited to the Society.
- Standholders that do not trade until 4pm on Sunday 28 March may run the risk of not being accepted for future Shows.

### Camping

- Standholders are welcome to caravan/camp on the Showgrounds. As this is not our prime area of business please note that the amenities on offer are limited.
- Campsites are available on a first apply and pay, first allocated basis and bookings must be confirmed through the Show Manager to be valid. An additional charge of R150 per site will be required.
- Please note there is limited electricity available in the campgrounds. Ablution facilities (including showers) are available.

### Payment Details

- Internet or direct deposits are to be made to:

<b>A/c Name</b>	The Bathurst Agricultural Society
<b>Bank</b>	First National Bank
<b>Branch</b>	Port Alfred
<b>Branch Code</b>	210917
<b>Current A/c No</b>	620 838 702 72
<b>Ref</b>	Stand Number/Name
- Cheques (preferably bank guaranteed) are payable to the Bathurst Agricultural Society. Post-dated cheques will not be accepted.
- Should your cheque be dishonoured your booking, even if already confirmed, will be cancelled immediately without our having to give you written notice in that regard.

### Standholders Pack

- On arrival at the Showgrounds you will receive an Exhibitors Pack containing the relevant Show information.
- Additional wristbands may be purchased at the gate for any extra stand personnel.

### Electricity

- Each stand will receive access to one (1) plug point where possible.
- Exhibitors will be charged R100 per additional plug point.

**Condition of Sale of Goods**

- The sale of food (other than by contracted food vendors), liquor, illegal substances, stolen goods, and raffle tickets is strictly prohibited.
- The sale of weapons (including blades, air guns and blow darts), fireworks (including crackers) and toy guns is expressly prohibited in the interests of **animal safety**. Please remember that the Bathurst Show is the Eastern Cape's premier "Agricultural Show".

**Non-Exclusivity Conditions**

- The Society shall not be held responsible or liable for any conflict of interest arising from Standholders who exhibit/sell the same product(s).

**Security**

- Although the Society accepts no liability for security matters, in the interests of public safety there will be a 24-hr security service provided. The organisers of the Bathurst Show reserve the right to ask any Standholder or member of the public to leave the showground premises should there be any misconduct on the part of any person or should any person harass any security personnel, officials, agents, sponsors or employees of the Society.
- Standholders are responsible for caring for, maintaining and securing their own merchandise and goods.

**Insurance**

- Standholders must ensure that they have adequate insurance cover, including public liability, to safeguard them during the Show and whilst any property is in transit.

**Liability and Indemnity**

- Animals or other articles are only accepted by the Bathurst Agricultural Society on condition that their owners and handlers/caretakers/standholders indemnify the Society, its directors, officials, agents, sponsors and employees against legal and other proceedings in regard thereto, and that all exhibits remain, whilst on the Society's premises, under the control of and at the expense and risk of the owner/handler/caretaker/standholders. This indemnity includes any loss, injury, damage or expense suffered by any person as a result of any act or omission on the part of the owner/handler/caretaker/standholders or such person's staff or agent.
- The Bathurst Show Standholder is responsible for the payment of royalties, all expenses incurred and the remuneration of any persons with whom the said participant has entered into any agreement.
- The Standholder/exhibitor agrees to indemnify the Bathurst Agricultural Society, its directors, officials, agents, sponsors, employees and Show judges, and holds them harmless from and against any and all claims, liability, losses, damages, costs, all expenses whatsoever, judgments and penalties arising from the relationship between them in terms of these conditions.

**Arbitration**

- Any controversy or claim arising out of or relating to these conditions and the exhibitors/standholders relationship with the Bathurst Agricultural Society shall be settled by Arbitration. This Arbitration clause shall be severable from the rest of the agreement and therefore shall remain effective between the parties after this agreement has been terminated.
- Such Arbitration will be held at the Bathurst Agricultural Society Administration Building in the Showgrounds and will be adjudicated upon the basis of Alternative Dispute Resolution (ADR) by an Arbitrator who shall be a competent and impartial Attorney or Advocate, duly admitted as such in accordance with the laws of South Africa, with at least fifteen (15) years experience, nominated by the Chairman for the time being of the Bathurst Agricultural Society.
- The Arbitrator shall decide the matter submitted to him in accordance with the formalities and/or procedures settled by the Arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or the strict rules of evidence.
- The Arbitrator may make any order, decision, determination or award which he/she deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, requiring any party to perform any of its obligations or undertakings.
- The prevailing party shall be entitled to reimbursement for costs and reasonable Attorneys fees. The determination of the Arbitrator in such a proceeding shall be final, binding and non-appealable.
- Any final or interim order, decision, determination or award made by the Arbitrator shall be conclusive and binding upon the parties and judgment upon any such order, decision, determination or award may be enforced and entered by any South African Court having jurisdiction thereover.