



## GENERAL INFORMATION, RULES & CONDITIONS FOR EXHIBITORS

1. **2011 Bathurst Show Dates**
  - 1.1 Friday to Sunday 1, 2 + 3 April 2011
  - 1.2 The Horse Show starts on Thursday 31 March 2011
2. **2011 Stand Applications**
  - 2.1 Stands are reserved for exhibition strictly on the payment requirements as detailed in 2.4 below.
  - 2.2 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/allocated & payment basis.
  - 2.3 To avoid disappointment, fully completed Stand Bookings must be returned to the office. **Submission of the Stand Booking form does not guarantee exhibition space is reserved.**
  - 2.4 On receipt of the Stand Booking form your application will be considered by the organisers. Once your application is accepted an invoice will be issued to you. A deposit is required by 30 September 2010 with final payment due 31 January 2011.
  - 2.5 The Organisers reserve the right to withdraw the offer of exhibition space should these payment requirements as detailed above not be met.
  - 2.6 Stands cancelled after 31 January 2011 will carry a 50% cancellation penalty. Stands cancelled after 1 March 2011 will not be refunded.
3. **Stand Set-Up & Dismantle Deposit Policy**
  - 3.1 Stand set-up is scheduled for Wednesday 30<sup>th</sup> & Thursday 31<sup>st</sup> March 2011. Set-up times are from 08h00 to 16h00. **No access is allowed for set up after 16h00 on Wednesday or Thursday.**
  - 3.2 Sharing, sub-letting or sub-division of Stands is not permitted.
  - 3.3 Moving/swapping of Stands will not be allowed during the Bathurst Show without the organizers approval.
  - 3.4 Stands must be ready for judging & public viewing **by 9am Friday 01 April 2011.**
  - 3.5 The Dismantle Deposit will be refunded after 15h00, Sunday 03 April 2011. Dismantle Deposit refunds are payable in cash and may be collected from the **Treasury Office.** Under no circumstances will refunds be issued after the 03 April 2011. Any amount not collected by that date will be forfeited to the Society.
  - 3.6 Standholders who do not trade until 15h00 on Sunday 03 April may run the risk of being blacklisted for future Shows.
4. **Camping**
  - 4.1 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.
  - 4.2 A limited number of Caravan and tent sites are available without exhibition facilities. Applications must be made on the Stand Booking form and will be allocated on a first apply/pay, first allocated basis. On acceptance a stand number will be issued together with an invoice for payment. Payments requirements as in Point 2.4 & 2.5 above apply.
  - 4.3 Please note there is limited electricity available in the campgrounds. Ablution facilities (including showers) are available.
5. **Payment Details**
  - 5.1 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>	(Please insert the Stand Number/Name)
  - 5.2 Cheques (preferably bank guaranteed) are payable to the Bathurst Agricultural Society. Post-dated cheques will not be accepted.
  - 5.3 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.
6. **Standholder's Pack**
  - 6.1 On arrival at the Showground's you will receive an Exhibitors Pack containing the relevant Show information.
  - 6.2 Should the number of wristbands allocated to your stand be insufficient for your needs additional wristbands may be purchased at the gate.

7. **Wristbands**  
7.1 Wristband allocation is determined by both the number of stands booked and where the stand is situated.
8. **Electricity**  
8.1 Each stand will receive access to one (1) plug point where possible. The onus is on the Standholder to advise the office timeously to ensure that adequate to avoid being prevented from trading.
9. **Condition of Sale of Goods**  
9.1 The sale of food (other than by contracted food vendors), liquor, illegal substances, stolen goods, and raffle tickets is strictly prohibited.  
9.2 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".
10. **Non-Exclusivity Conditions**  
10.1 The Society shall not be held responsible or liable for any conflict of interest arising from Standholders who exhibit/sell the same product(s).
11. **Security**  
11.1 Although the Society accepts no liability for security matters, in the interests of public safety there will be a 24-hr security service provided.  
11.2 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.  
11.3 Standholder's are responsible for caring for, maintaining and securing their merchandise and goods.
12. **Insurance**  
12.1 Standholder's must ensure that they have adequate insurance cover, including public liability, to safeguard them during the Show and whilst any property is in transit.
13. **Liability and Indemnity**  
13.1 Animals or other articles are accepted by the Bathurst Agricultural Society on condition that their owners and handlers/caretakers/standholder's 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.  
13.2 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.  
13.3 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.
14. **Arbitration**  
14.1 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.  
14.2 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.  
14.3 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.  
14.4 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.  
14.5 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.  
14.6 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.