

# BATHURST AGRICULTURAL SOCIETY



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## THE BATHURST AGRICULTURAL SHOW 2018

### GENERAL INFORMATION, RULES & CONDITIONS

#### 1. 2018 Show Dates: Friday 6<sup>th</sup> April to Sunday 8<sup>th</sup> April.

1.1. The Horse events start on Thursday 5<sup>th</sup> April

#### 1.2. Hours

**For Exhibitors the Show Grounds & Halls will be open during the following times:**

Friday 07h00 – 17h30

Saturday 07h00 – 17h30

Sunday 07h30 – 16h00

**The Show Grounds are open to the public as follows:**

Friday 07h30 – 18h00

Saturday 07h30 – 18h00

Sunday 08h00 – 16h30

#### 2. Stand & Exhibition Conditions and Rules

2.1. Stands are reserved for exhibition strictly on the payment requirements as detailed 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.

2.3. To avoid disappointment, fully completed Stand Bookings must be returned to the office. Neither the Stand Booking form nor the fact that you had exhibited at the previous show in a particular stand guarantees that your exhibition space is reserved. 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.

## **2.4. Cancellation & Refund Policy**

- 2.4.1. The deposit is non-refundable.
- 2.4.2. Stands cancelled in the month of January will carry a 50% cancellation penalty of the final payment amount.
- 2.4.3. Stands cancelled in the month of February will carry a 75% cancellation penalty of the final payment amount.
- 2.4.4. There will be no refund for any stands cancelled after the 28<sup>th</sup> February.
- 2.4.5. There will be no **carry-over** of any payment made from one Show to the next Show.

## **2.5. Stand Set-Up & Dismantle Policy**

- 2.5.1. Stand Set-Up is scheduled for the Wednesday 08h00 to 17h00 and the Thursday from 08h00 to 18h00. No access will be allowed for set up after 17h00 Wednesday, or 18h00 on the Thursday.  
**Please note that the Society cannot provide you with any staff to assist nor can the Society provide any furniture, chairs, tools etc. Plan properly and come prepared.**
- 2.5.2. **Lately, some exhibitors in both the open stands (outdoor stands) as well as some inside the halls have started exceeding their allocated stand areas. In future such exhibitors will either be instructed to restrict their exhibit to the allocated area or will be charged an additional fee (payable immediately at the Treasury Office) for the extra space being utilized. It should however be noted that no exhibits obstructing roads or public walk-ways will be allowed and the additional fee option will not apply in such cases.**
- 2.5.3. Sharing, sub-letting or sub-division of Stands is not permitted nor may the stand, without the knowledge or approval of the organisers, be passed on or “sold” to another person.
- 2.5.4. Moving/swapping of Stands will not be allowed during the Show without the organizers approval. It has happened in the past that exhibitors were allowed to move their stand to a more favourable area but this will not be allowed in future as the Society has to be in compliance with the Event Permission legislation.
- 2.5.5. Exhibitors using a tent as part of their stand **must, by law**, ensure that the tent-pegs are properly marked for visibility and covered by “socks” that can prevent serious injury should any member of the public stumble across them.
- 2.5.6. **Stands must be ready for judging & public viewing by 08h30 on the Friday and any exhibitor not ready might be black listed for future shows. Your stand/exhibition should be ready by the Thursday evening before the show starts.**
- 2.5.7. **Any exhibitor starting to pack up or leaving before 3pm on the Sunday afternoon will be disqualified from attending future shows.**

**2.5.8. All stand holders are to leave stands/stalls in the same condition as you found them in.**

## **2.6. Electricity**

- 2.6.1. Each stand will receive access to one (1) plug point with a capacity for 15 amps **where possible**. **However, in the Small Commercial area (below the Horse & Plough Pub), Craft Market area and Farmer's Market area there is no guarantee for the provision of electrical points (and the running of electrical leads will only be permitted in exceptional cases – see paragraph 2.6.3. below).**
- 2.6.2. The Exhibitor, when applying for a stand, will be advised whether the stand has an electrical point or not.
- 2.6.3. **No electrical leads may be laid across roads or public walk-ways.** Electric leads must be safe (not with damaged/repaired joints/points) and must be compliant with the actual current it is supposed to carry (this includes the use of more than one lead added on to another lead to compensate for distance). Please avoid disappointment by ensuring your leads and cables are compliant. Should the appointed electrician certify your lead as unsafe, your lead will be removed/disconnected from the electrical grid.
- 2.6.4. All electrical equipment (even inside vehicles, caravans, trailers etc), wiring, cables etc. being used at any time whilst you are on the Show Grounds is subject to inspection by any Society Official and/or the electrician on duty, **at any time**. Should the electrician find that your equipment, wiring, cables etc. is not safe or not compliant with legislation and safety requirements or, that in your particular situation you are drawing more than your allotted usage current, you will be disconnected from the electrical grid until such time as you are compliant.
- 2.6.5. **Any exhibitor who, due to faulty equipment, wiring, cables or leads, have been disconnected from the electrical grid on the recommendation of the electrician or, who draws more current than what he/she is entitled to and, who reconnects without the electrician's knowledge and approval, thereby causing a possible safety risk and disruption to the Show, will be instructed to vacate the Show Grounds immediately, without any refund and will be black listed for all future shows.**
- 2.6.6. **All electrical Distribution Boards (trip switches etc.), cables, wiring cabinets etc. WITHIN THE BUILDINGS are out of bounds to all people other than officials of B.A.S. and the appointed electrician. Should the power trip, your responsibility is to report this matter to the Office or the appointed electrician immediately and not try and resolve this problem on your own. Any person who disobeys this rule will be instructed to vacate the Show Grounds and, any person caught tampering with any of the Distribution Boards, cables, wiring cabinets (making illegal connections and/or bypassing safety measures etc.) will be liable for prosecution.**

## **2.7. Condition of Sale of Goods and the restriction of the sale of certain items**

- 2.7.1. The sale of food (other than by contracted Food Vendors), liquor, illegal substances, stolen goods, and raffle tickets is strictly prohibited. No "roving sales" (walking with a box/tray/basket/trolley) will be allowed other than the approved Food Vendors providing refreshments to exhibitors on a take-away basis.

- 2.7.2. All Food Vendors must have their necessary Health Certificate on hand and available and, be in compliance with any other legislative requirements as applicable. During the past few years numerous Inspectors have visited the Show Grounds and have carried out compliance inspections.

**Food Vendors must note that if closed down by any Inspector, such Food Vendor will have no claim to any refund.**

2.7.3. **No exhibitor will be allowed to display, advertise or sell any goods or items of the following nature;-**

- 2.7.3.1. The sale of weapons (including air guns, ketty's 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" and is regarded as a "**family orientated Show**".
- 2.7.3.2. No sale of items or display of any signs, adverts, banners of anything that can be regarded as **derogatory** in respect of a racial, political, or sexual nature or orientation will be allowed and this includes the sale of underwear, adult toys, T-Shirts etc. Remember, the Bathurst Show is a "Family Show".

**2.8. Occupation and Camping on the premises**

- 2.8.1. **Your stand fee payable is calculated on the basis of you starting to occupy the stand as from the Wednesday morning (1<sup>st</sup> day of Set-Up) until the Monday after the Show.** (There can therefore be no excuse for any Set-Up not completed by 16h00 on the Thursday). Therefore, exhibitors who already start occupying their stands before the Wednesday or, who continues to occupy the stand after the Monday, will be charged an additional amount of R 200.00 for every day or part of any day that the stand is occupied. Non-payment of this amount for days prior to the Wednesday will result in non-issuing of wrist bands. Non-payment of this amount after the Monday will result in black listing and eviction from the premises.
- 2.8.2. It has become the trend lately for exhibitors in the open stands (outdoor stands) to also utilize the stand for camping/sleeping over purposes. In principle the Society has no serious problem with this on condition that;-
- 2.8.2.1. There must be no **general visibility** of sleeping over facilities being utilized on or adjacent to the stand, including one-person-tents, beds, mattresses, clothes, washing of dishes, preparation of food, washing and drying of clothes etc., or any other activity related to sleeping over etc. to the public at any time during the official show hours.
- 2.8.2.2. Sleeping facilities as accommodated for in a caravan or enclosed tent does provide more privacy but must still comply with paragraph 2.8.2.1. above.
- 2.8.3. No open wood fire on any stand is allowed, during and outside normal show hours in the interest of safety.
- 2.8.4. The Society shall not be held responsible or liable for any conflict of interest arising from Standholders who exhibit/sell the same product(s).

## **2.9. Security and related matters**

- 2.9.1. Although the Society accepts no liability for security matters, in the interest of public safety there will be a 24-hour Security service provided and these officials are duly authorised by the Society.
- 2.9.2. 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 member of the public, security personnel, officials, agents, sponsors, exhibitors, or employees of the Society.
- 2.9.3. Standholder's are responsible for caring for, maintaining and securing their merchandise and goods.
- 2.9.4. 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.

## **2.10. Liability and Indemnity**

- 2.10.1. 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.
- 2.10.2. 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.
- 2.10.3. 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.
- 2.10.4. 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.
- 2.10.5. 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.
- 2.10.6. Any Arbitration will be held at the Bathurst Agricultural Society Administration Building in the Show Grounds 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 of the Bathurst Agricultural Society.

- 2.10.7. 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.
- 2.10.8. 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.
- 2.10.9. 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.

## **2.11. Wrist Bands**

- 2.11.1. The Society shall issue **2 Exhibitor wrist bands per stand.**
- 2.11.2. Any Exhibitor requiring more wrist bands for staff, helpers etc. will have to purchase Multi-Day wrist bands (R 80.00 each) from the Main Gate. **Please keep in mind that the wearing of wrist bands will only be enforced from the Friday morning until the Sunday afternoon.**
- 2.11.3. Lost, stolen, or damaged Exhibitor Wrist bands will not be replaced and a Multi-Day (or single-day, depending on the circumstances) will have to be purchased.

## **2.12. Vehicles**

- 2.12.1. Exhibitors will be issued with a “Drop & Go” vehicle card upon their arrival at the office. Please ensure that you provide the correct details for the vehicle in question as this will be recorded at the office and on the card for control purposes.
- 2.12.2. All exhibitor vehicles must be removed from the Show area not later than 08h30 every morning on the Friday, Saturday, and Sunday.
- 2.12.3. The only vehicles that will be allowed to remain are those vehicles being used as part of the exhibitor’s exhibition (Ice-Cream kombi’s, caravans etc.). All other vehicles must be removed and parked outside.

## **2.13. Friday evening Prize Giving Function**

Upon their arrival Exhibitors will be issued with two invitation tickets to the function in the Co-op Hall at 18h00 on the Friday evening. Lost or stolen tickets will not be replaced.

### 3. General

3.1. Upon your arrival at the Show Grounds please report to the Show Office where, subject to you having paid the full due amount, you will receive the following:-

3.1.1. Wrist Bands.

3.1.2. "Drop-and-Go" card.

3.1.3. Invitation tickets to the Prize Giving Function.

**NOTE: Please collect your 'Welcome Pack' from the office when you arrive at the Showgrounds.**

3.2. In the event that you have not yet paid the full amount due (this will be under exceptional circumstances if agreed to by the Society), you will be required to pay the full outstanding amount **before** being allowed to occupy your stand.

3.3. Please note that this document has been emailed to you and it is your responsibility to print it should you wish. You will not be provided with a copy at the office. Upon your arrival it will be assumed that you have read this document and that you are fully au fait with all the rules, conditions, and limitations as contained in it. Therefore any plea of ignorance will be rejected.

3.4. Animal owners must please note that should they bring their dog onto the premises, the dog must at all times be on a leash to minimize the risk of dog fights, being run over or going missing. If possible, rather leave your animals at home.

### 3.5. PAYMENT AND BANKING DETAILS

#### 3.5.1. Banking Details of the Society

Account Name:	The Bathurst Agricultural Society
Bank:	First National Bank
Branch :	Port Alfred
Branch Code:	210917
Current A/c No:	620 838 702 72
Reference:	(Please insert the Stand Number or Invoice Number)

3.5.2. Please pay via EFT (Electronic Fund Transfer) or direct deposit into the Society's Account. **Please note cheques (even bank guaranteed cheques) are no longer accepted.**