

# RULES AND REGULATIONS OF THE SOCIETY APRIL 2019

Emley Show Society is registered as a Charity No.1013141 and  
as a Company Limited by Guarantee in England No.2731384

Emley Show Society – Rules and Regulations

The Society is established for the purposes expressed in the  
Memorandum of Association & The Officers, Management Committee, Council  
and their responsibilities are as laid out in the Memorandum of Association.

As signed by the then Council Dated 15 July 1992

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## INTRODUCTION

Our aim is to provide a safe, clean and enjoyable family friendly day out. These few simple requests are designed to ensure we all go home intact, leaving behind what will be just days later, a working farm with livestock grazing where thousands have recently walked. “Take Away Nothing But Memories, Leave Behind Nothing But Your Footprint”.<sup>1</sup>

Our guiding principles are based on those contained within the Kirklees Authority’s Health & Safety Guide to Event Planning. <sup>2</sup> –<<See references at end of document>>, the Department of Environment and Farming Agency and the recommendations of the Emergency Services Coordination Committee.

For our part all reasonable checks are performed regarding our Suppliers. Namely the provision of Risk Assessments where applicable, copies of insurance documentation and mechanical safety compliance certificates. Food Hygiene standards are displayed and that our contractors also comply with their regulations. All traders must also read and adhere to the trade stands Terms and Conditions as stated in the online booking system.

## ON SITE SAFETY

We have provided sufficient facilities to cope with predicted volumes of traffic, people and animals. To that end, there are ambulances, both on site and on call, paramedics on site, vet and farrier. Fire extinguishers will be placed in the doorways of each marquee, a multi layered communication network, will be in place, including a major incident coordinating team. Plus, security staff will all be on duty either side of the of the show as well as on patrol for the duration of the show.

A Road Closure Application will be granted which then permits our signage and parking teams authority to direct traffic off and on to the public highway. We have

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<sup>1</sup> Although quoted in dozens of sites and scores of venues its origin is unknown

allocated designated areas for differing types of vehicle, dependent on their needs i.e. Traders, livestock, blue badge holders, members and public.

WE HAVE ENJOYED AN ENVIABLE PERIOD OF NIL  
MAJOR INCIDENTS OR ACCIDENTS  
LETS KEEP IT THAT WAY

**1. Schedules** - The Council shall approve and issue the annual Show Schedules setting out the classification, judges and prizes in respect of all sections and these shall be the basis of the contract between the Exhibitors and the Society.

1.1 The Council reserves the right to amend and/or correct any errors, omissions or additions in the schedules, post publication.

**2. Acceptance of Entries** - The Society, its Officers, Council and Servants will not be responsible for any loss (either wholly or part), detention, injury of, damage of or to any property exhibited or entered for competition or display at the Show, or for injury, loss or damage caused to any persons or property whatsoever, or for any loss or damage, consequent on the non-staging or non-judging of any property entered for the Show whether in any of the above cases the same arises from accident, disease, negligence or willful act omission of themselves or any person or from any other cause whatsoever.

2.1 Entries are accepted only subject to a condition that each exhibitor or competitor will indemnify and hold harmless the Society, its Officers, Council and Servants against all claims, demands, actions and other liability, by or to any person arising from any cause whatsoever directly or indirectly connected with the presence, care, use, handling or transport of any property exhibited or entered at, or used in connection with the Show by such Exhibitor or Competitor.

2.1.1 Entries - All entries, duly signed, must be received, together with the Entry Fees, by the appropriate Section Secretary, on or before the date fixed for the closing of entries. Please refer to the individual section guidance on our website [www.emleyshow.co.uk](http://www.emleyshow.co.uk) or within the printed schedule.

2.2 Exhibits must be both the bona fide property of and be in the possession of the Exhibitor on the date of entry and the Exhibitor must be prepared to provide proof of this should the Secretary request it. The Council reserves the right to refuse any entry they may think fit.

2.3 Entry to Judging Enclosure - No unauthorised person will be allowed into any ring while judging is in progress. All marquees will be closed to the public during the judging of each section.

2.3.1 Judging Arrangements - The Council reserves the right to alter any judging arrangements they may consider necessary. In all cases the decision of the judge shall be final, except in the case of an entry, which is found to contravene these regulations or where misrepresentation has been made in connection with it. In such circumstances, the decision of the Council shall be final, subject to any overriding regulations of any specialist governing body.

**3. Insurance** - All Trade Stand exhibitors must have public liability insurance.

Exhibitors of larger animals must have public liability insurance (up to a minimum £5m) where appropriate. Trade Stand and Exhibitors must be prepared to produce written evidence of insurance on the day, upon the request of a Show Officer.

**4. Health & Safety** - Exhibitors must agree to comply with such provisions of the Health & Safety Act at Work etc. Act 1974 and subordinate legislation as may apply to the Show. Exhibitors and the general public must agree to comply with the Emley Show Health & Safety procedures which can be found on our website [www.emleyshow.co.uk](http://www.emleyshow.co.uk).

4.1 No animals allowed in any of the marquees selling or displaying food other than assistance dogs.

4.2 Balloons - It is not permitted to use / sell / give away any kind of balloons including helium promotional ones, anywhere on the showground site.

4.3 It is illegal to smoke in any enclosed area in the UK therefore it follows that No Smoking, including E-Cigarettes, is permitted in any of the marquees or other enclosed areas of Emley Show.

4.4 Riders must wear approved headgear to current BSI Standards.

**5. Trophies** - Winners will be asked, when collecting their trophies, to give their names and addresses and to sign a duplicate form or receipt, one copy of which will be given to the recipient. The receipt will state that if upon request from the Society the trophy is not returned, then regrettably legal action may be taken.

**6. Data Protection.** Emley Show Society Limited will retain all information supplied by applicants for 3 years for administration use by Emley Show Society Limited. Contact details will not be passed to other third parties without express permission of the applicant.

**7. Generators** – No petrol generators are permitted on the showground.

7.1 Generators should be fitted with noise suppression. Any generator which is causing a noise or fume nuisance to traders/the public will be requested to be switched off.

7.2 Siting of generators, we request that you are mindful when siting the generator of hot exhaust gases etc. Generators are not permitted in enclosed areas.

7.3 Fuel, it is not permitted to re-fuel generators on-site or to store fuel on the showground. Details of size, means of noise suppression and details of certification must be available for inspection.

7.4 Generators should be in good condition and maintained. H & S officer reserves the right to request servicing documentation.

**8. Risk Assessment** - All Trade Stand applicants and applicants in the Craft Tent

using electricity must complete and sign a Risk Assessment form and return it with their application.

**9. Licences** - The Exhibitor shall be responsible for obtaining such licence/temporary events notice as may be needed for the sale or supply of intoxicating liquor or otherwise and for the observance of the same. Copies of all permissions must be lodged with the Section Secretary prior to the Show.

**10. Exclusivity** – We do NOT guarantee exclusivity for any product to be sold by any trader, either in the outside Trade Stands or in the inside Craft/Countryside/ Food marquees.

**11. Ejection** - The Council reserve the right to eject or have ejected from the Show Field any person who shall be guilty of noisy or disorderly conduct.

**12. Vehicular Movement** - The movement of traffic on the Showground is prohibited between 9.00am and 5.30pm, with the exception of requested allowances made for animal welfare. in particular, Cattle, Sheep and Goats. Also permitted would be the transit of emergency vehicles, which have been notified to the Show Secretary.

**13. Competitors** - All competitors are asked to refrain from tampering with pens or associated structures. Removal of any authorised ticket, label or numbering system may result in disqualification.

**14 Cancellation A** - If the Show is cancelled due to circumstances beyond our control such as (but not limited to) adverse weather or the results of adverse weather, unsafe ground conditions, damage, restriction of access by public authorities, fire, flood, storm or terrorist attack, the following will apply:-

14.1 Supplier or Concession Holder – Where we have agreed to pay you, we will honor contractual liabilities we have agreed with you subject to a deduction of any savings you make through not attending (e.g. You manage to obtain an alternative booking or not to have to purchase perishable stock).

14.2 Trade Stand, whether it be a Plot, Craft Tent or Food Hall Exhibitor where you have agreed to pay us to attend, you accept the risk of cancellation and acknowledge that monies paid may not be refunded.

14.3 Competitor or Exhibitor in a Class or Section – We may not make any refund to you.

14.4 Member – We may not make not any refund to you.

14.5 Advance Ticket Holder – we will not refund any monies. Tickets may be held over and will be valid for the following year.

14.6 Sponsors –Any monies received from you will not be refunded but held over until the following show.

**15. Cancellation B** - If the Show is cancelled for any other reason: the following will apply:-

15.1 Supplier or Concession Holder – Where we have agreed to pay you, we will honor contractual liabilities we have agreed with you subject to a deduction of any savings you make through not attending (e.g. You manage to obtain an alternative booking or not to have to purchase perishable stock).

15.2 Trade Stand Holder, Craft Tent & Food Hall – if we cancel the Show, we will refund any payment already made less 20%.

15.3 Competitor or Exhibitor in a Class or Section– if we cancel the Show, we will refund any payment already made less 20%.

15.4 Member – We will make no payment to you.

15.5 Advance Ticket Holder – if we cancel the Show, we will refund any payment already made less 20%.

15.6 Sponsors – We will honor any written agreement we made with you at the time you agreed to be a Sponsor.

**16. Indirect or Consequential Loss** - For the avoidance of doubt, unless so required by English Law, we will NOT in any circumstances be liable to you for any indirect or consequential loss, damage, expense or compensation (which included but is not limited to any loss of profit or goodwill) however it may arise.

**17. Terms & Conditions** - No alteration shall be made in the Terms & Conditions of the Society unless notice has been given at the previous meeting of the Council.

SCOPING MEETING	06 Mar 2019	V1
CONSOLIDATION PHASE	19 Mar 2019	
PROOF READING AND STYLISING	21 Mar 2019	V2
PROOF READING AND STYLISING	21 Mar 2019	V3
PRESENTED TO COUNCIL FOR APPROVAL	09 Apr 2019	
AMENDS FROM COUNCIL DISCUSSION AND AGREEMENT	12 Apr 2019	V4
SOURCES APPENDED	13 Apr 2019	V4.1
ENACTED	Expediently	FINAL

## NOTICE

AT THE COUNCIL MEETING OF THE SOCIETY HELD ON 12<sup>th</sup> FEBRUARY 2019 IT WAS BROUGHT TO THE ATTENTION OF THOSE PRESENT THAT THE RULES AND REGULATIONS OF THE SOCIETY, REFERRED TO IN MOST OF OUR SECTION ENTRY FORMS, DID NOT IN FACT EXIST AS A SEPARATE DOCUMENT ANYWHERE ON OUR WEBSITE.  
TWO MEMBERS WERE TASKED WITH CORRECTING THIS STATE OF AFFAIRS AND AT THE SAME TIME BRING THEM UP TO DATE & ENSURE THEY REMAINED IN LINE WITH OUR TERMS AND CONDITIONS, AS QUOTED IN OUR TRADE STAND BOOKING PROCESS.

The Guide to Event Planning has been superseded by the Event Safety Guide, colloquially referred to The Purple Guide. Although slight variations occur, particularly in the devolved areas of the UK, it is essentially a generic document. Prepared by the [Events industry](#), who collaborated as an industry to write the guide book, in consultation with the Health & Safety Executive

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The book is for sale in hardcopy @£20.00 or sections can be downloaded from  
NOTE it runs to 190 pages & sections into 28 chapters  
[COMPLETE VERSION](#)

[DOWNLOAD SECTIONS ONLY](#)

This document was prepared by Alicia Wydell and John Mackail  
Members of the Emley Show Council on behalf of Emley Show Society