



Messingham Show **Saturday 7th June 2025**

TRADE STAND **TERMS & CONDITIONS**

Show Set up

1. All traders, exhibitors and contractors should wear hi-viz clothing during the set up and take down period.
2. All vehicles entering the site MUST adhere to the 5mph site speed limit.
3. **Friday 6th June 2025:** Traders and exhibitors may set up their stand from 12:00hrs until 16:00hrs. You will not be granted entry unless all pitch fees due are paid in full. You will be allocated your pitch number at the gate. We will consider applications for larger vehicles and stalls outside of these hours. Any vehicles, stands, stock etc. left on the showground overnight is the responsibility of the trader and must be covered by their own insurance.
4. **Saturday 7th June 2025:** Entry to the showground is permitted from 07:00hrs. You will not be granted entry unless all pitch fees due are paid in full. You will be allocated your pitch number at the gate. Traders and exhibitors MUST be set up and ready to trade by 10:00hrs. There are NO vehicle movements permitted on the showground between 10:00hrs and 19:30hrs unless specific permission is granted by the Show Secretary or their representative. All vehicle movements during 10:00hrs and 19:30hrs MUST have a Messingham Show Steward escort.
5. All trade stands must be cleared from the showground no later than 20:30hrs on Saturday 7th June 2025 unless specific permission is granted by the Show Secretary or their representative. Note that there is no floodlighting to the showground. Any vehicles, stands, stock etc. left on the showground overnight is the responsibility of the trader and must be covered by their own insurance.
6. IF ANY TRADE STAND IS TAKEN DOWN AND / OR VEHICLES ARE MOVED CONTRARY TO THE ABOVE MESSINGHAM HORSE & FOAL SHOW Ltd. RESERVE THE RIGHT TO REFUSE THE OFFENDING TRADE STAND SPACE AT ANY FUTURE EVENTS HELD.

Times of Opening & Closing

7. All stands must be open by 10:00hrs on the morning and staffed at all times throughout the time the Show is open to the public – 10:00hrs to 19:30hrs. No trade stand may vacate their pitch or leave the showground before 19:30hrs.

Covid-19

8. You are required to act at all times in accordance with the latest Covid-19 legislation as issued by Public Protection England and North Lincolnshire Council. If you do not abide by the most up to date legislation during Messingham Show you will be asked to leave site forthwith and no further applications will be accepted from your business at any future events held.

Application for Space

9. Applications for stands will close at noon on 2nd June 2025. All applications must be submitted on the official entry form, which must be fully completed, signed and dated by the traders or exhibitor or their representative in acceptance of these terms and conditions with their accompanying payment in full. Messingham Horse & Foal Show Ltd. reserves the right to refuse any application whatsoever, whether received prior to closing date for entries or not, or to cancel any application which may have been accepted.

Cancellations

10. If a trader or exhibitor cancels an application prior to 1st May 2025, an administration fee of £25 will be deducted from any refund. If a trader or exhibitor cancels a trade stand application after 15th May 2025 they will forfeit of all fees. Messingham Horse & Foal Show Ltd. reserves the right to re-let the pitch. Trader and exhibitors will not be allowed to set up until full payment has been made on any outstanding fees – see 3 and 4 above.
11. Refunds – cancellations by Messingham Horse & Foal Show Ltd. / Force Majeure. If at the absolute discretion of Messingham Horse & Foal Show Ltd. the Showground becomes unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Show for reasons beyond the control of Messingham Horse & Foal Show Ltd. including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of God, strikes, riots, disease or any other cause, Messingham Horse & Foal Show Ltd. will reserve the right (but shall not be obliged) to cancel or postpone the Show or any particular section or event(s), for any legitimate reason, without compensation. In these circumstances the parties agree and acknowledge Messingham Horse & Foal Show Ltd. shall endeavour to refund the traders and exhibitors 100% of their pitch fees until two weeks before the Show and 50% of pitch fees within one week of the Show. However, if the Show is cancelled once it has commenced, pitch fees will not be refunded. If the Show is cancelled on show day before opening Messingham Horse & Foal Show Ltd. shall endeavour to return all stand fees.
12. **TRADERS AND EXHIBITORS ARE ADVISED TO CARRY THEIR OWN CANCELLATION INSURANCE.**

Charitable Stands

13. Charitable stands comprise of persons and organisations who are attending for the purpose of raising lawful funds for a registered charitable organisation. There shall be no cash or card sales undertaken as they are not deemed to be a commercial trade stand. The maximum pitch frontage for these stands is 3 metres. Additional frontage may be purchased at £20 per additional metre. Charitable stands are entitled to a maximum of four (4) free admission wrist bands to staff their stand. All additional wrist bands must be paid for prior to trading. The charge for additional wrist bands will be £5 per person. All persons accessing the site on Show Day are required to wear their wrist band at all times or they may be asked to leave the showground. Wristbands may not be exchanged between persons.

Commercial stands

14. Commercial stands comprise of traders and exhibitors who are attending for the purpose of cash and card sales and exhibitions of goods or services, which are not a registered charitable organisation. The minimum pitch frontage for these stands is 4 metres. Traders and exhibitors will be entitled to a maximum of two (2) free admission wrist bands to staff their stand. All additional wrist bands must be paid for prior to trading. The charge for additional wrist bands will be £5 per person. All exhibitors accessing the site on Show Day are required to wear their wrist band at all times or they may be asked to leave the showground. Wristbands may not be exchanged between persons.

15. Only trade stands that have applied for a pitch as a food trader may sell food, drinks, sweets, crisps or any other food or drink for human consumption.

Litter and Damage to the Site

16. Traders and exhibitors are required to clear their pitch of rubbish at the end of the Show. Litter and other refuse must be removed to the skips provided. All pitches must be left in a clean and tidy condition, including the filling in of stake / other holes. If excessive amounts of litter or other refuse is left on site after the Show, a charge may be made to cover the cost of removal and of making good damage.
17. No trader or exhibitor is allowed to dig up the ground in any part of the pitch allotted to them or any other part of the showground. Any damage caused to the show ground, howsoever caused, is the responsibility of the trader or exhibitor and they will be required to pay for any and all damage.
18. Traders and exhibitors are not permitted to hand out leaflets or flyers anywhere on the showground.

General

19. The sale / offer as reward of live animals and fish is prohibited as is the sale of cigarettes, fireworks and any illegal substance / item
20. Traders and exhibitors are responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, entertainment, from the Performing Right Society, from Phonographic Performance Ltd, or otherwise and for the observance of the same. Traders and exhibitors shall use the location details as agreed with the Secretary of Messingham Horse & Foal Show Ltd. in all license applications to North Lincolnshire Council.
21. Games of chance and the selling of goods by auction, the use of loudspeakers, shouting or other behaviour which might annoy visitors or other traders and exhibitors is strictly prohibited. Traders and exhibitors infringing this are liable to have their stand closed down and no further applications will be accepted from their business at any future events held.
22. No trader or exhibitor will be allowed to sub-let any part of his stand without permission from the Secretary of Messingham Horse & Foal Show Ltd.
23. All generators must be of the silent running type. Fuel may NOT be stored on any stand / pitch.
24. When applying for your trade stand pitch please allow sufficient room for the guy ropes and draw bar to be incorporated into the space allocated to you. Any trader or exhibitor encroaching into the pedestrian area or into space allocated to another trader or exhibitor will be asked to take it down and leave the showground and no further applications will be accepted from their business at any future events held.

Health & Safety

25. Health & safety is the responsibility of all on the show ground at all times.
26. Messingham Horse & Foal Show Ltd. will not be responsible in any way for any article, plant, machinery or object of any kind exhibited on the Showground. The trader or exhibitor shall assume full responsibility therefore including liability for all claims arising out of the exhibition, handling or housing of such exhibits and the conduct of the stand generally. The trader or exhibitor shall indemnify Messingham Horse & Foal Show Ltd. against all claims, damages or expenses whatsoever in anyway arising out of the presence of the exhibitor or his exhibits on the Showground. Acceptance of the foregoing provision shall be a condition of entry. Traders and exhibitors must have in effect Public Liability Insurance with a reputable insurer. All machinery must be supplied in accordance with the Supply of Machinery (Safety) Regulations 1992 and any other legislation that may be applicable. Traders and exhibitors are reminded that they are responsible for the observance, by

themselves, their employees and their contractors of all relevant legislation including the Health and Safety at Work etc Act 1974 applicable to their exhibit / stand, and the relevant statutory provisions that covers all safety regulations. The Guidelines of the Health and Safety Executive should be adhered to if LPG is used. Messingham Horse & Foal Show Ltd. operates a Health and Safety policy which can be viewed in the Secretarial Tent on Show Day. These requirements will be enforced by the Local Authority Inspectors and Messingham Horse & Foal Show Ltd.'s Health and Safety Officer. Show officials are authorised to order the removal from the Showground of any article, animal or person, who in the opinion of Messingham Horse & Foal Show Ltd. is causing or likely to cause, a nuisance, disturbance or breach of the peace, or an infringement of the Health and Safety Act (etc) 1974, or to close the stand of any exhibitor who does not fully conform to these terms and conditions or instructions of Messingham Horse & Foal Show Ltd Officials. Traders and exhibitors are responsible for the adequate fencing-off of all exhibits and structures (including tent pegs) dangerous to Show visitors. All mechanical and hydraulic devices must be guarded and safely secured against dangerous or unintended operation. Where steps are provided these must be firm and strong and must have non-slip surfaces and hand rails. Safety requirements for children are often different from those for adults. For example; guards need to be lower, safety fencing needs to go down to ground level to prevent small children getting underneath, and finger traps must be avoided.

Fire Safety

27. Traders and exhibitors must include fire risk in their risk assessment. A 'No Smoking' policy must be adhered to in all marquees, gazebos, caravans etc and trade stand staff should be on duty during the whole time. Every stand should be equipped with firefighting facilities, which must be accessible and maintained in a functional condition. No exposed flame or heat source should be placed near to canvas or combustible material.

Liquid Petroleum Gas (LPG)

28. Traders and exhibitors using LPG must undertake a full risk assessment and all equipment must have the relevant test certification, which must be available for inspection on the day of the Show. LPG cylinders should be stored on firm, level ground at least one (1) metre away from any structure. To prevent tampering, every LPG storage area should be enclosed in a lockable compound of robust wire mesh or similar. Cages or surrounds made of wood or other combustible material are not acceptable. Propane cylinders must be used only in the open air and must not be used inside marquees, tents or other enclosures. Where working exhibits are within reach of exhibition visitors, notices shall be displayed stating that the appliance is working and should not be touched

Risk Assessment Form

29. A 'Trade Stand Fire & General Risk Assessment' form will be sent with the application which is to be completed and returned with your fully completed and signed application and a copy of your public liability certificate.

Performing Rights Society Ltd (PRS) Copyright Act 1956.

30. No person, trader or exhibitor may perform or allow to be performed any copyright music in public without the permission of the copyright owner. The trader or exhibitor should pay the fee for such a licence to PRS. PRS inspectors monitor events of this nature. Messingham Horse & Foal Show Ltd. cannot accept responsibility for any action taken against a trader or exhibitor or any other person who contravenes the Copyright Act 1956.

Photographers

31. No person shall ply for trade as a "snapshot" photographer or solicit business on the showground and car park, with trade stands, exhibitors or other visitors to the Show. Messingham Horse & Foal Show Ltd. reserves the right to expel from the showground and car park, without refund, anyone who infringes this. Any person wishing to take photographs of stands or animals for commercial purposes must produce their credentials

at the Show Office on the day of the Show and obtain an official badge. Official Messingham Horse & Foal Show Ltd. photographers will have a badge; others wishing to obtain permission must apply before the Show.

Sale of firearms, shotguns, air pistols etc

32. Selling of BB Guns, pellets, peashooters and catapults is strictly prohibited. Any trader or exhibitor found selling such items will be asked in the first instance to withdraw them from sale and on the second instance will be removed from the Showground and no further applications will be accepted from their business at any future events held. The Police may be informed, as appropriate.

Security

33. Whilst security services operate 10:00hrs to 19:30hrs on Saturday 7th June 2025 neither Messingham Horse & Foal Show Ltd. nor the security company, can take any responsibility for any theft, damage or vandalism that may occur.

Grass cutting

34. Messingham Horse & Foal Show Ltd. will, via Messingham Parish Council's contractor, undertake to keep the grass on the show ground cut to a reasonable length up to Show day. There may be grass arisings on the show ground.

Disclaimer of Liability and Responsibility of Exhibitors

35. Save for death or personal injury caused by the negligence of Messingham Horse & Foal Show Ltd., its servants or agents, Messingham Horse & Foal Show Ltd. will not be responsible for death, injury, disease or loss caused to any trader or exhibitor or to his or her servant or agent, or to any animal, insect, bird, or thing of whatever nature, exhibited by the said exhibitor or by any vehicle brought by the exhibitor on the Showground or car park from whatever cause of death, injury, disease or loss arises. Save as aforesaid, the trader or exhibitor of any animal, insect, bird or thing of any nature whatever will indemnify Messingham Horse & Foal Show Ltd. for any damage, loss injury or disease occasioned by the said trader or exhibitor their servants, agents or by the said animal, insect, bird or thing or by any such vehicle, however such damage, loss, injury or disease shall be caused. Messingham Horse & Foal Show Ltd. shall not be liable for any loss or damage arising from any error in the apportionment of pitch space or for any encroachment by a trader or exhibitor on the pitch space apportioned to another. No liability will be accepted by Messingham Horse & Foal Show Ltd. for short footfall during the Show, this is an open-air event that is dependent on many external forces. Messingham Horse & Foal Show Ltd., its Officers or Servants will not be, in any way, liable to any persons whatsoever for any damage or loss, however caused, to the property of any such person or for any injury, fatal or otherwise, to any such person or while upon the Showground or car park or while entering or leaving the same. Each trader or exhibitor shall be solely liable for any loss, injury or damage that may be done to or occasioned by or arising from any article or property exhibited or brought onto the Showground by or for him, and he shall indemnify Messingham Horse & Foal Show Ltd. on account of or in respect of such damage or injury which may be so caused. Traders and exhibitors shall be held liable for the behaviour and for any misconduct or negligence of their servants or contractors and the consequences thereof.

36. All traders and exhibitors must provide a copy of the current Public Liability and Employers Liability Insurance Certificate, as appropriate.

37. Acceptance of these terms and conditions shall be a condition of entry or participation in any event, competition or display promoted or arranged by Messingham Horse & Foal Show Ltd.

38. All exhibitors at Messingham Show must fully complete, sign and date the risk assessment form and return it with their trade stand application.