



# **Suffolk Agricultural Association**

## **The Suffolk Show**

**Wednesday 29 & Thursday 30 May  
2024**

# **General Show By-laws**

## **1 DEFINITIONS**

The **SAA** means the Suffolk Agricultural SAA registered number 01775897 whose registered office is at Trinity Park, Felixstowe Road, Ipswich, Suffolk IP3 8UH, (including its Trustee Board, its officers, employees, volunteers, agents or subcontractors).

The **Exhibitor** means each exhibitor, competitor, its officers, its employees, its agents, or its subcontractors.

The **Order Form** means the formal application by which each exhibitor, competitor, or other party (including its officers, its employees, its agents, or its subcontractors) completes to attend the Show.

## **2 SHOW OPENING HOURS**

The Show will open at 7.00am each day and close as stated in the Programme. No admission after 5.30pm either day.

All persons are admitted to the Car Parks and Showground at their own risk.

## **3 PHOTOGRAPHY and OTHER METHODS of TOUTING FOR TRADE**

It shall be a condition of admittance to the Showground and Car Parks that no person shall ply for trade as a snap-shot photographer or solicit trade/activities with visitors to the Show in any other capacity deemed by the SAA's officers to cause annoyance. The SAA reserves the right to expel from the Showground and Car Parks, without repayment of the admission charge, anyone who infringes this By-law.

## **4 ADMISSION**

### **A) FOR BADGE HOLDERS**

Officials, Vice-Presidents and their Guests, Members and their Guests, Exhibitors and Livestock Attendants will be admitted on production of their badge. Any Vice-President, Member, Guest, Exhibitor, Livestock Attendant, or other person, forgetting to bring his/her badge or ticket/wristband to the Show will have to pay the full admission charge operating at the time of arrival. Badges and tickets should be carefully preserved and, without exception, if a badge holder loses their badge, no refund will be made by the SAA and a charge of £25 will be made for a replacement.

Vice-President's metal badges remain the property of the SAA and are to be retained by the person to whom they are issued until such time as he or she sends in a written resignation or fails to pay their renewal subscription, when the badge is to be surrendered.

**Vice-President's and Member's Guest Badges** may be purchased by Members and Vice-Presidents. They are strictly intended for use by the family and close friends of a Vice-President or Member therefore, such badges cannot be issued in bulk.

**Pass Out Facilities** will be available on request.

The Ringside Club for Vice-Presidents, Members, Judges and Stewards is alongside the Grand Ring, with access to a lawn. The Club is intended for use by Vice-Presidents, Vice-President's Guests, Members, Member's Guests, Judges and Stewards and their young children (under 16 years of age, who need not necessarily be badge holders). Otherwise, the Steward and Gatekeepers in charge will only admit those entitled to use the Club and wearing the appropriate badge and dress. Unaccompanied children will not be admitted.

## **B) GENERAL ADMISSION**

Once purchased, tickets cannot be transferred, exchanged, refunded, or returned. In the event of non-delivery, duplicate tickets will not be issued (copies of electronic tickets can be requested). The ticket purchaser is responsible for ordering to ensure timely receipt of their ticket. Customers are advised to check their purchase upon receipt. It is the responsibility of the customer to inform the SAA of any change of address, contact phone number and/or email address, both before and after receipt of the goods. Please note that our preferred method of contact for customers ordering online is by email, so care should be taken to provide a current, valid email address. Tickets are valid for one day/visit only (unless otherwise stated) but can be used on either day.

No duplicate can be issued, or any refund made in respect of any lost, forgotten, or unused admission tickets.

### **5 CAR PARKS**

Motor Cars, Lorries, Coaches, Motorcycles and Cycles admitted will be left along with any contents entirely at the owner's risk. Members, VPs, and Exhibitors Car Park passes will entitle cars to be parked in the forward parking areas at no charge.

### **6 CARAVAN PARK FOR SHOW VISITORS**

There is a limited number of places on the SAA's Caravan site, situated on the Bucklesham Road, opposite Gate 3, at a cost of £59.00 for the duration of the Show. Caravans must be on site by 9.00pm on the Tuesday. All caravans are to be removed before the weekend following the Show.

### **7 SMOKING**

All those attending the Show MUST abide by the legislation banning smoking in enclosed public places. Because of the risk of fire, there is also a strict no smoking policy in all equine/livestock accommodation areas.

## **GENERAL**

### **8 PRIVACY POLICY (Summary)**

This is a summary of the privacy policy for the SAA including all its trading subsidiaries which currently include Trinity Park Events Ltd (TPEL). The full policy can be found on our website, [www.suffolkshow.co.uk/privacy](http://www.suffolkshow.co.uk/privacy).

The SAA takes your privacy seriously and will only use your personal information in a fit and proper way and lawfully. We will never sell your data and you can change your mind by contacting [enquiries@suffolkshow.co.uk](mailto:enquiries@suffolkshow.co.uk).

Where statutory authorities have statutory and regulatory access to your data, we will provide it to them. Statutory authorities include, but are not limited to, APHA, BCMS, DEFRA, Trading Standards, law enforcement agencies and others.

### **9 PUBLICITY**

The SAA shall have permission to photograph any exhibitor or other person on the showground and store and use the resulting image (including edited or altered versions) for any of the SAA's commercial or non-commercial purposes in all and any media, including, without limitation, use in promotional materials and on the SAA's website, or supply to carefully selected third parties for use for their own purposes. The SAA shall own the copyright of any such images.

## **10 DISCLAIMER OF LIABILITY**

- 10.1 Acceptance of the provisions of this disclaimer shall be a condition of entry.
- 10.2 References to liability in this clause include every kind of liability arising under or in connection with these By-laws including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 Nothing in these By-laws shall limit or exclude any liability for:
- a) death or personal injury caused by negligence;
  - b) fraud or fraudulent misrepresentation; and/or
  - c) any other liability which cannot be limited or excluded by applicable law.
- 10.4 The Exhibitor shall be held liable for, and nothing in these By-laws shall limit or exclude any liability arising from, any accident, loss, injury, or damage that may occur to or be caused by any animal, article, vehicle, or property exhibited or brought on to the Showground or Car Parks by the Exhibitor.
- 10.5 Subject to clause 10.3, the SAA shall not be liable for the following:
- a) any loss of profits;
  - b) loss of sales or business;
  - c) loss of agreement or contracts;
  - d) loss of anticipated savings;
  - e) loss of or damage to goodwill or reputation;
  - f) loss of use or corruption of software, data or information;
  - g) any theft, damage, destruction, or loss of property; and/or
  - h) any consequential or indirect loss.
- 10.6 Subject to clause 10.3, the SAA shall not be liable for any loss or damage arising from or in connection with any animal, article, vehicle or property exhibited or brought on to the Showground or Car Parks by any third party.
- 10.7 Subject to clause 10.3, the SAA shall not be liable for any accident, loss, damage, injury or illness to horses, owners, riders, grooms, spectators, land or any other person or property whatsoever.
- 10.8 Subject to clause 10.3, the SAA's total liability to the Exhibitor in aggregate shall not exceed a sum equal to the entry fee paid by the Exhibitor.
- 10.9 The terms implied by section 13 to section 15 (inclusive) of the Sale of Goods Act 1979 and section 3 to section 5 (inclusive) of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these By-laws.
- 10.10 Nothing in this clause 10 shall restrict or limit the Exhibitor's general obligation at law to mitigate a loss or liability that it may suffer or incur under these By-laws.

## **11 INSURANCE**

During the Show, and for a period of six years after, the Exhibitor must maintain in force insurance policies (with a minimum limit of £5 million per claim for Public, Products and Pollution Liability) with reputable insurance companies, against all risks that would normally be insured against by a prudent businessperson in connection with the risks associated with the Show and these By-laws, and produce to the SAA on demand full particulars of that insurance and the receipt for the then current premium.

## 12 INDEMNITY

The Exhibitor will indemnify the SAA against, and covenant to pay the SAA, an amount equal to:

- a) all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that the SAA does or will incur or suffer; and
- b) all claims or proceedings made or brought or threatened against the SAA by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses the SAA does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings, for death, personal injury, and/or damage to property, in each case arising out of or in connection with any animal, article, vehicle or property exhibited or brought on to the Showground or Car Parks by the Exhibitor.

## 13 FORCE MAJEURE

13.1 **Force Majeure Event** means any circumstance not within the SAA's control, whether or not reasonably foreseeable, including:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic (including COVID-19);
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident;
- g) national emergency or period of national mourning;
- h) any labour or trade dispute, strikes, industrial action or lockouts;
- i) non-performance by suppliers or subcontractors; and/or
- j) interruption or failure of any utility services.

13.2 If and to the extent the SAA is prevented, impeded, hindered, conditioned or delayed (including the Show being cancelled, postponed, abandoned or curtailed) from fulfilling its obligations under these By-laws due to a Force Majeure Event, the SAA shall not be in breach of these By-laws or otherwise liable for such failure or delay in the performance of such obligations.

## 14 RIGHT TO CANCEL, POSTPONE AND/OR REFUSE ENTRY

14.1 The SAA reserves the right (acting in its sole discretion) to:

- a) postpone, cancel, abandon, or curtail the Show;
- b) refuse admission to the Show to any person or to withdraw permission at any time; and/or
- c) refuse and to cancel any entries and relax any conditions or regulations as the SAA may deem expedient.

14.2 If and to the extent the SAA is prevented, impeded, hindered, conditioned or delayed (including the Show being cancelled, postponed, abandoned or curtailed) from fulfilling its obligations under these By-laws due to a Force Majeure Event, the Exhibitor shall have no right to any refund of any amounts paid to the SAA.

## **15 INTERPRETATION OF BY-LAWS**

The SAA reserves the sole and absolute right to interpret these By-laws or any other prescribed conditions in the Prize Schedule. Any matter arising therefrom shall be dealt with by the Trustee Board, or in certain circumstances by the Honorary Show Director. All exhibitors and other persons admitted to the Showground or Car Parks shall be subject to the rules and By-laws of the SAA.

Clause and paragraph headings shall not affect the interpretation of these By-laws. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. Any words following the terms including or include or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

## **16 CODE OF PRACTICE FOR SAFETY AND ACCIDENT PREVENTION**

All persons, firms, exhibitors, contractors, societies, etc, admitted to the SAA's property shall be subject to the Code of Practice prepared by the SAA as required by the Health and Safety at Work Act 1974.

## **17 ENTIRE AGREEMENT**

These By-laws together with the Order Form constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between each of them, whether written or oral, relating to its subject matter.

Each party acknowledges that by entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these By-laws and the Order Form.

All parties agree that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these By-laws and the Order Form.

## **18 GOVERNING LAW AND JURISDICTION**

These By-laws and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these By-laws or its subject matter or formation.