



## SHOWCASING / EXHIBITING OR SELLING OF LIVESTOCK / ANIMALS AT THE 2018 BLOEM SHOW

**All participants, owners, exhibitors or accountable persons participating, showcasing or exhibiting animals at the 2018 Bloem Show accepts the following terms and conditions when entering and/or using the facilities on Bloemfontein show grounds.**

**ONLY** participants, owners, exhibitors or accountable persons participating, showcasing or exhibiting animals at the 2018 Bloem Show, that **acknowledge reading and confirming to adhere to these conditions, by signing the official entry form of the Breeders society and or organisation**, will be allowed on the Bloemfontein Showgrounds.

**This would be applicable for showcasing or exhibiting of livestock or animals at the 2018 Bloem Show  
HORSES / CATTLE/ SHEEP / GOATS / FEATHERED ANIMALS / OTHER**

*The ACCOUNTABLE PERSON commits and will adhere to the following terms and conditions:*

### **TERMS AND CONDITIONS**

OF THE CENTRAL AGRICULTURAL SOCIETY (CAS) trading as BLOEM SHOW

**REGARDING THE PROVISION OF FACILITIES AND INFRASTRUCTURE TO EXHIBIT, SHOWCASE, SELL OR USE FOR LIVE STOCK CHAMPIONSHIPS, COMPETITIONS, DISPLAYS OR AUCTIONS ON THE BLOEMFONTEIN SHOWGROUNDS FOR THE 2018 BLOEM SHOW (THE EXHIBITION AREA)**

1. **LEASING OF THE EXHIBITION AREA:** The CAS leases the exhibition area, referred to in this agreement, to the ACCOUNTABLE PERSON for the entire duration of the Bloem Show, as referred to above, subject to the terms and conditions contained herein.
2. **INDEMNIFICATION AND NO LIABILITY:** The ACCOUNTABLE PERSON hereby indemnifies the CAS against any damage, loss, liability, action or claim by or against any person, of any nature, as a result of any act or omission pertaining to the lease of the exhibition area, the erection and removal of the ACCOUNTABLE PERSON's exhibition as well as the use of the exhibition area and the exhibition of products and goods by the ACCOUNTABLE PERSON and/or his representative(s) and/or his agent(s) and/or his contractor(s) and/or his employee(s) and/or his dependant(s) and/or his guests and/or any other person for whose actions the ACCOUNTABLE PERSON may legally be held liable for. The ACCOUNTABLE PERSON shall, for the entire duration of his exhibition and as long as the ACCOUNTABLE PERSON's exhibition is on the Showgrounds, be liable for all necessary precautionary measures to properly protect the public who attend the ACCOUNTABLE PERSON's exhibition, or any other person whomsoever against any damage or injury caused by any (potentially) dangerous object, substance, material, machinery or whatever else may be used by the ACCOUNTABLE PERSON for whatever purpose or anything under the control of the ACCOUNTABLE PERSON and/or his representative(s) and/or his agent(s) and/or his contractor(s) and/or his employee(s) and/or his dependant(s) and/or his guests and/or any other person for whose actions the ACCOUNTABLE PERSON may legally be held liable for. The ACCOUNTABLE PERSON will be obliged to comply with all regulations, laws, and ordinances imposed by any competent authority and especially the fire regulations issued and laid down by the fire department of the Mangaung Metropolitan Municipality, with regard to the ACCOUNTABLE PERSON's exhibition as a whole and also the use of any object, substance, material,

machinery, or whatever else is used by the ACCOUNTABLE PERSON as part of or as promotion of his exhibition. The ACCOUNTABLE PERSON shall have no claim, of any nature for damages against the CAS resulting from the ACCOUNTABLE PERSON's rental of the exhibition area or any other matter pertaining thereto in terms of this agreement or for any other reason whatsoever. The ACCOUNTABLE PERSON shall at his own expense obtain the necessary insurance against any liability in terms of this paragraph, and, upon request by the CAS, submit proof thereof.

The ACCOUNTABLE PERSON hereby indemnifies and holds harmless Central Agricultural Society / Showgrounds Development Trust/ Bloem Show or any of their Directors, Trustees, Members, Officials, Employees, Agents or Servants (hereinafter collectively referred to as "the Show") against any claims for any direct, indirect or consequential loss or damage to property or as a result of injury to, physical harm to, or death of a person or a visitor to the premises of Bloem show, or the rental of a facility, or as a result of the use of the Show facilities, howsoever arising or caused and whether by reason or as a result of the default or negligence of any of the aforementioned parties or persons or otherwise (including the costs connected with such claims), unless such loss or damage is caused intentionally.

Should any such claim be made against the Show, it shall be entirely in the discretion of the Show as to whether it admits or denies any such claim, and the Show reserves itself the right to defend any such claim brought against it and to proceed to the final end and determination thereof including the lodging of any appeals to any Courts, and in addition the Show shall have the right in its discretion to compromise, abandon or settle any claim made against it and to nominate legal representatives and brief counsel in connection with such claim. The ACCOUNTABLE PERSON shall be liable for and shall pay all costs, charges and expenses necessary and reasonably incurred, (including attorney and own client costs) by the Show in connection therewith, in addition to all sums of money whether for damages, costs, charges, expenses or otherwise which the Show may be ordered to pay to the said Claimant in the said actions on the advice of its legal representatives and counsel. The ACCOUNTABLE PERSON shall further not be entitled to cede any of its rights or delegate any of its obligations in terms of this Agreement to third parties.

### **3. SAFETY:**

#### **3.1. Electrical Safety**

All electrical installations must comply with OHS (Occupational Health & Safety) Act and SABS 0142-1 wiring code. A qualified electrician must install all permanent and temporary installations.

The ACCOUNTABLE PERSON undertakes to comply with the following when electrical tasks are to be commissioned:

- The minimum height of any open lighting must be 2.4m from the floor or ground level.
- NO open joints in any cables or wires are allowed.
- NO flex cables or open wires may be used. NO overloading of switch sockets with multi plugs.
- NO light or power points may be mounted on steel structures without earth leakage protection.
- NO open element heaters are allowed. Only fan heaters are allowed if the power supply is sufficient.
- ALL heaters should be switched off immediately before leaving facilities or exhibition area.
- ALL electrical appliances have to be in a safe working condition.
- NO halogen or similar light sources are permitted and temporary lighting has to be LED type.
- The use of portable generators is prohibited.

If dangerous, unsafe or faulty electrical installations are spotted, the CAS will be entitled to disconnect all faulty electrical installations.

#### **3.2. General Safety**

- All types of permanent or temporary structures have to be safe for both humans and animals, eg. barriers, steel structures, platforms, etc. In respect of any temporary or permanent structure(s) or building(s) that is/are to be erected by the ACCOUNTABLE PERSON on the Bloemfontein showgrounds the ACCOUNTABLE PERSON shall, prior to such erection, submit to the CAS, for approval, a safety certificate and complete plan, indicating of the size and structure thereof.
- Product Demonstrations – all safety regulations must be followed eg. the setup of safety barriers where necessary.
- Agricultural equipment and machinery exposed to the public must be safely used under the supervision of the ACCOUNTABLE PERSON.

- All vehicle and machinery keys must be kept in a safe place.
- A Police Station is situated on the grounds.
- In case of a Medical Emergency please phone ER24 (084 124/082 951 3009) on the grounds or the Show Office (051 448 9894/5/6).
- In case of an emergency, you are to evacuate the exhibition area and assemble at the nearest marked assembly area.
- Any syringes, injection devices, needles, blades, razors, scalpels, etc. or similar aids classified as sharp waste and which are used by exhibitors, breeders, trainers, handlers or any other relevant person/s on any form or breed of animal, may not, under any circumstances, be disposed of or placed into holders meant for general waste. The relevant provision for the disposal of sharp waste will be available at the appropriate club house, building or structure in use during the relevant championship/show, etc. ALL sharp waste must please be placed into the clearly marked yellow container/s.

### 3.3. Fire Safety

The Fire Department of the Mangaung Metropolitan Municipality has indicated that, over and above the standard requirements and procedures for fire safety, which will be inspected by them during the course of the annual Bloem Show, they will be specifically inspecting the storage, usage and general safety of liquid petroleum (LP) gas.

The following requirements have to be adhered to in order to comply with the relevant legislation and laws:

- No more than 19kg of LP gas in total may be stored at any given time within any facility.
- The ACCOUNTABLE PERSON will ensure that all LP gas bottles brought onto the Show Grounds will be properly secured and protected against theft, damage and falling over.
- No LP gas bottles are permitted closer than one metre from an open flame or fire.
- It is the responsibility of all ACCOUNTABLE PERSONS to be aware of the position of the nearest fire extinguisher and/or fire fighting equipment.
- Flammable liquid are not permitted in the exhibition area except the quantity required for one day's use by the ACCOUNTABLE PERSON to conduct the activity for which the exhibition area was rented.
- Containers used for flammable liquids are to be kept properly sealed and safe and not accessible to unauthorised persons.
- Flammable liquid may not be brought in close proximity of any open fire or flame or any item that may create static electricity or ignite flammable liquid.
- Flammable liquid is to be stored separately and safely and in a clearly demarcated area displaying the necessary safety signs.

The CAS does not accept and is absolved from any responsibility towards the ACCOUNTABLE PERSON for damages, injuries, financial loss or death that may occur from dangerous or unsafe electrical, mechanical and building constructions or installations or from any other cause whatsoever. It is the responsibility of the ACCOUNTABLE PERSON to strictly comply with the required safety regulations and laws.

### 3.4. Occupational Health & Safety

The ACCOUNTABLE PERSON acknowledges the duties and responsibilities as prescribed by the Occupational Health and Safety Act No. 85 of 1993, as amended and agree to ensure that all work will be performed, machinery and plant used in accordance with the provisions of the said Act. The ACCOUNTABLE PERSON furthermore agrees to comply with all other relevant legislation.

Specifically the ACCOUNTABLE PERSON agrees and undertakes to ensure that all machinery exhibited, displayed or used in connection with or as part of or in connection with the exhibition:

- Has been properly maintained and is suitable for its intended purpose;
- Will be installed and operated in such a manner and by properly trained and skilled personnel so as to prevent damage to property and/or people being injured and/or it being exposed to hazardous conditions.

### 3.5. Onsite accommodation

The ACCOUNTABLE PERSON shall comply and ensure the following with regards to onsite accommodation:

- The following facilities are provided by the CAS for accommodation:
  - Caravan Park – bookings can be done through the Bloem Show office 051-4489894.

- Limited accommodation units are provided at designated areas – bookings can be done through the relevant breeder societies. Units are not equipped with any furniture, own bedding should be provided by the ACCOUNTABLE PERSON.
- Ablution facilities are located throughout the Bloemfontein showgrounds.
- The ACCOUNTABLE PERSON is responsible for the safety of all persons he or she accommodates on the Bloemfontein showgrounds,
- The following safety rules are applicable and shall be adhere to by the ACCOUNTABLE PERSON:
  - No open fires are permitted in and around onsite accommodation. A designated fire area will be allocated for the purpose of braaiing.
  - General safety regulations as stipulated in point 3 will be applicable to all persons using onsite accommodation.
  - No leads or electricity will be allowed in tents.
  - The ACCOUNTABLE PERSON will be responsible to inform, and indicated the closest fire fighting equipment to all of its staff in temporary onsite accommodation.

- 4. NATURE AND EXTENT OF THE EXHIBITION AREA:** Any floor area of any facility used by the ACCOUNTABLE PERSON is an approximate measurement and the CAS will in no way be held liable towards the ACCOUNTABLE PERSON for any loss or damage as a result of any deviation in the floor area of the facility or exhibition area and such a deviation will not grant the ACCOUNTABLE PERSON any right to cancel this agreement or to claim an alternative exhibition area or to claim any reduction of rentals payable in terms of this agreement. The ACCOUNTABLE PERSON acknowledges that no guarantees and/or representations were made by the CAS regarding the quality and/or characteristics and/or use and/or purpose and/or nature of the exhibition area, other than contained in this agreement. The CAS does not guarantee that the exhibition area is suitable for the purpose for which the ACCOUNTABLE PERSON requires it.
- 5. USE OF THE EXHIBITION AREA:** The ACCOUNTABLE PERSON shall use the exhibition area solely for the purpose to display, sell and offer for sell his live stock as determined in this agreement and to negotiate with (potential) buyers and customers. The ACCOUNTABLE PERSON shall, for the duration of his stay at the show, and at his own expense, keep the exhibition area neat, clean and hygienic. The ACCOUNTABLE PERSON shall be entitled to bring about a signboard, and or banner to the area specified by the CAS. After conclusion of the Show the ACCOUNTABLE PERSON shall remove any signboard, banner or advertisement material and shall leave the facility or exhibition area in the same condition as before application thereof. The ACCOUNTABLE PERSON shall not be entitled to use any nails, screws or similar material in the walls or floors of any portion of the building(s) or structure(s) wherein the exhibition area is situated or any other building(s) or structure(s) on the Showgrounds or do anything else that may cause damage to or change any building(s) or structure(s) on the Showgrounds. The ACCOUNTABLE PERSON shall not display, exhibit or use any goods, notice, advertisement material, decoration or any other object or act or allow action in such a way as to obstruct the lighting, safety signs or notices and view of any through fare, passages and access routes to and from the exhibition area or to obstruct other open areas on the Showgrounds, or in any way cause inconvenience, nuisance or (potential) damage to any other ACCOUNTABLE PERSON or person that may attend the Show or affect any of the other ACCOUNTABLE PERSON's exhibitions on the Showgrounds in any other way. The ACCOUNTABLE PERSON shall only be entitled to do business and to display his live stock from the exhibition area and shall not be entitled to distribute any posters, leaflets, printed material, circulars or any other promotional items or advertising material on the Showgrounds other than distributing such material from the exhibition area to visitors of the exhibitor's exhibition. The ACCOUNTABLE PERSON will not be entitled to use any (potentially) dangerous, explosive, offensive, noxious or excessively noisy material, substance or object as part of his display without the prior written consent of the CAS, which consent may in the sole and absolute discretion of the CAS be permitted or refused. The ACCOUNTABLE PERSON shall not be permitted to use as part of the exhibition, or for any other reason, in or around the exhibition area or on the Showgrounds, a loudspeaker- or public address system without the prior written consent of the CAS, which consent may be permitted or refused within the sole and absolute discretion of the CAS. The ACCOUNTABLE PERSON shall see to it that any dangerous or poisonous gasses of any nature, which are released during his visit are extracted in an effective and efficient manner and released into the air above the allocated facility in which the exhibition area is situated in such a way as not to cause any danger or disturbance for any person in any manner.
- 6. OCCUPATION AND CLEARANCE OF THE EXHIBITION AREA AND FACILITIES USED:** Any vehicle or other means of transport used by the ACCOUNTABLE PERSON on the Showgrounds will at all times be used at walking speed and in such a manner so as to afford pedestrians the right of way and with the safety of other ACCOUNTABLE PERSONS and visitors to the Show in mind. The ACCOUNTABLE PERSON shall vacate the exhibition area entirely and shall remove any and all equipment, structures, stock, exhibition material, advertisement material, object, machinery or whatever else may have been brought onto the Showgrounds or the exhibition area by the ACCOUNTABLE PERSON and will place the CAS in free and undisturbed possession and occupation of the exhibition area by not later than 17:00 on the second day after the last day of the Show, as stated hereinabove. The ACCOUNTABLE PERSON shall not be entitled to start vacating the

exhibition area before the day following the last day of the Show, as stated hereinabove. The ACCOUNTABLE PERSON shall, after vacation of the exhibition area and the Showgrounds leave the exhibition area and the Showgrounds in the same clean, tidy and undamaged state as it was when the ACCOUNTABLE PERSON took possession and occupation thereof. Any advertisement material, object, goods or machinery or whatever else that are not removed in accordance with this paragraph shall become the property of the CAS and the ACCOUNTABLE PERSON will have no claim against the CAS in relation thereto. Any damage to any property, structure or building of the CAS or on the Showgrounds caused by the ACCOUNTABLE PERSON and/or his representative(s) and or his agent(s) and or his contractor(s) and /or his employee(s) and or his dependant(s) and/or his guest(s) and/or any other person whose actions the ACCOUNTABLE PERSON may legally be held liable for shall be properly repaired and/or replaced by the ACCOUNTABLE PERSON at his own cost within the aforementioned period or such further period allowed by the CAS, in their sole and absolute discretion, failing which the CAS will be entitled to bring about the necessary repair work and/or replacement, and the ACCOUNTABLE PERSON shall be liable for the costs thereof which amount shall be paid on request.

7. **CHANGES ON REQUEST OF THE CAS:** The CAS shall be entitled to require from the ACCOUNTABLE PERSON to amend and/or alter and/or change his exhibition, advertisement, decorations or anything else that relates to his exhibition or to remove any article, object, substance or anything else from the Showgrounds as the CAS may determine in their sole and absolute discretion, in the event of any such article, object, substance or whatever else do not, within the sole and absolute discretion of the CAS comply with the terms of this agreement, are offensive or dangerous or are not acceptable to the CAS, for whatever reason or in the event of the ACCOUNTABLE PERSON and/or his exhibition causing damage or possible damage to the image of the Show, in the sole and absolute discretion of the CAS. The ACCOUNTABLE PERSON shall under such circumstances be obliged to immediately change his exhibition or change or remove the object, article, substance or whatever else so as to comply with the requirements of the CAS, failing which the CAS may act in accordance with paragraph 6 above. In general the ACCOUNTABLE PERSON and/or his representative(s) and/or his agent(s) and/or his contractor(s) and/or his employee(s) and/or his dependant(s) and or his guest(s) or any other person for whose actions the ACCOUNTABLE PERSON may legally be liable, shall at all times comply with the rules and regulations of the CAS with regard to the exhibitions or otherwise on the Showgrounds, and/or ensure that such rules and regulations are complied with as well as comply with legitimate instructions and requirements of the CAS and/or ensure that such instructions and requirements are complied with.
8. **NATURE AND SIZE OF THE EXHIBITION:** In respect of any temporary or permanent structure(s) or building(s) that is/are to be erected by the ACCOUNTABLE PERSON on another exhibition area than in the halls or freight containers, the ACCOUNTABLE PERSON shall, prior to such erection, submit to the CAS, for approval, a complete plan, indicating of the size and structure thereof. The CAS has the right to, in their sole and absolute discretion, reject such plan in which event the ACCOUNTABLE PERSON shall not be permitted to erect such structure(s) or building(s) unless same comply with the requirements and specifications determined by the CAS, in their sole and absolute discretion. In respect of any temporary structure erected by the ACCOUNTABLE PERSON on the Showgrounds, the ACCOUNTABLE PERSON shall provide the CAS not later than two (2) days prior to commencement of the Show with a safety certificate issued by a competent inspection authority to confirm such temporary structure is safe and poses no danger to the public and/or other ACCOUNTABLE PERSONS. Tent support such as pegs and support wires have to be made clearly visible and may not be positioned in such a manner that it will pose a safety hazard to the public or other ACCOUNTABLE PERSONS.
9. **ACCESS BY THE CAS:** Any representative, employee or agent of the CAS shall at any time be entitled to enter any exhibition area for inspection or to determine whether the ACCOUNTABLE PERSON complies with the terms and conditions of this agreement or for any other lawful reason whatsoever.
10. **ELECTRICITY SUPPLY:** In the event of the existing electricity supply as supplied to the ACCOUNTABLE PERSON in respect of the exhibition area, being insufficient, the ACCOUNTABLE PERSON is entitled, at his own expense, to have additional electricity supply installed. The ACCOUNTABLE PERSON shall be obliged to, at his own expense, make use of the CAS's electrical contractors, M & L Electrical Contractors, Bloemfontein (Tel: 051430 3014) for the installation and supply of such additional electricity. No building or structure or part thereof on the Showgrounds may in any way be changed or altered or damaged when such additional electricity supply is installed. If, for the abovementioned reason, it is necessary that additional electricity cables are installed, same must also be installed by the abovementioned electrical contractors, at the expense of the ACCOUNTABLE PERSON. The CAS shall have the right to hold the ACCOUNTABLE PERSON liable for additional use of electricity, as a result of additional electricity supply as envisaged in this paragraph, calculated at the tariff per unit that electricity is supplied to the CAS, which additional amount is payable by the ACCOUNTABLE PERSON on demand. The use of portable generators is prohibited. Although the CAS shall do everything in their power to ensure that the ACCOUNTABLE PERSON will enjoy an uninterrupted electricity supply, the ACCOUNTABLE PERSON shall have no claim of any nature against the CAS for an interruption in the electricity supply before, during or after the period of the Show as stated above, irrespective of the reason for the interruption of the electricity supply or the duration thereof.

- 11. RISK PERTAINING TO THE EXHIBITION:** The ACCOUNTABLE PERSON shall display his exhibition solely at his own risk and shall have no claim, of any nature, against the CAS for any loss or damage to his exhibition as a whole, the goods exhibited, his equipment or any other goods, as a result of theft, fire, *vis major* or any other reason at all. Although the CAS may during the period of the Show arrange for general security measures, the ACCOUNTABLE PERSON will have no claim for whatever reason, against the CAS in the event of these measures not being taken or if such measures are insufficient.
- 12. ADMISSION TICKETS AND PARKING TICKETS:** The parking ticket must be displayed in a clearly visible place on the inside of the windscreen of the vehicle, in order that when parked, it is visible to the outside. The ACCOUNTABLE PERSON and/or his representative(s) and/or his agent(s) and/or his contractor(s) and/or his employee(s) and/or his dependant(s) and/or his guest(s) and/or any other person for whose actions the ACCOUNTABLE PERSON may legally be held liable for shall at all times be obliged to comply with all rules and regulations of the CAS as far as regulating and control of traffic, access, egress and parking of vehicles as well as the actions of the persons on the Showgrounds are concerned. Fines may be imposed by the CAS on ACCOUNTABLE PERSONS transgressing such rules and regulations.
- 13. NO WAIVER:** No relaxation or indulgence with regard to the terms of this agreement by the CAS or waiver of the terms of this agreement by the CAS shall be regarded as a waiver by the CAS of their rights in terms of this agreement in any manner whatsoever and all the terms and conditions shall be enforceable and complied with strictly in accordance with the provisions of this agreement.
- 14. CONCLUSION OF THIS AGREEMENT:** Conclusion of this agreement with the ACCOUNTABLE PERSON is solely in the discretion of the CAS and there shall be no duty, of any nature, under any circumstances, on the CAS to accept any future application by the ACCOUNTABLE PERSON for rental of any exhibition area. Acceptance by the CAS of the ACCOUNTABLE PERSON's application for the rental of the exhibition area shall be deemed to have come to the attention of the ACCOUNTABLE PERSON within fourteen (14) days after receipt by the CAS of the amounts payable in terms of this agreement if such payment is accepted by the CAS and not returned to the ACCOUNTABLE PERSON.
- 15. HEADINGS:** The headings contained in this agreement are solely for the purpose of information and shall not be taken into account or be used in any way with regard to the interpretation of any of the parties' rights in terms of this agreement.
- 16. ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties regarding the aspects herein contained and no amendment or waiver of the terms thereof shall be of any force and effect unless it is reduced to writing and signed by both parties.
- 17. SURETY BY SIGNATORY:** In the event of the ACCOUNTABLE PERSON not being a natural person, the signatory, on behalf of the ACCOUNTABLE PERSON, binds himself as surety and co-principle debtor to the CAS for the due and punctual compliance by the ACCOUNTABLE PERSON of all the obligations in terms of this agreement. The signatory guarantees that he is authorised to sign this agreement on behalf of the ACCOUNTABLE PERSON and that the ACCOUNTABLE PERSON is competent and authorised to conclude this agreement.
- 18. RIGHTS OF THE CAS WITH REGARD TO OWN EXHIBITION:** No term or condition of this agreement is to be interpreted in such a way that the CAS is prohibited from presenting any exhibition themselves, to sell any goods or to render any services on the Showgrounds during the period of the Show, stated hereinabove, or to grant such right to any other person. This agreement shall in no way grant a sole right, of any nature whatsoever, to the ACCOUNTABLE PERSON with regard to that which is contained in this agreement.
- 19. TRADE REQUIREMENTS:** The ACCOUNTABLE PERSON undertakes to trade and serve its customers within the stipulations and requirements of the Consumer Protection Act, 2008. Any ACCOUNTABLE PERSONS not adhering to this act and guilty as a result of poor service, late deliveries, no deliveries of products or services, will not be considered for future exhibition space at the annual Bloemshow. This decision is final and remains the right of the Central Agricultural Society.

**On signature of the OFFICIAL entry form by the BREEDER SOCIETY OR CLUB the ACCOUNTABLE PERSON agrees to the terms and conditions of the CAS which may be imposed by the Authorities or the Landlords of the Bloemfontein show grounds as a condition for the allotment of space.**