

THE AGRICULTURAL SOCIETY OF KENYA

RULES AND REGULATIONS
(AS AMENDED IN 1991)

FOR

EXHIBITORS IN THE TRADE AND SOCIAL AREAS

AT ALL SHOWS RUN BY THE SOCIETY

GENERAL INFORMATION

Water

The Society will provide water to every section of the showground. If required by individual exhibitors, the society will arrange, at the exhibitor's expense, connections to individual plots / stands.

Lighting and Power

Electric light and power are available on the showground and can be supplied to Power all exhibitors. Exhibitors are advised to get in touch directly with the KP& L. Co on matters concerning the charges.

Telephones

Telephone can be installed on individual stands by prior application to the

Telcom Kenya administration.

Printing in Catalogue

Matter descriptive of exhibits, to the extent of 40 words, will be printed free of charge in the show Catalogue.

RULES AND REGULATIONS

Application for space

1. All applications for space must be made on the official form and payment for such space must accompany each application. No booking shall be deemed to be final until payment for the allotted space has been received by the Society

Rejection of Applications

2. The Society reserves the right to reject any application for space and to return the fee, or deal with such application as may be deemed advisable, without assigning reasons thereof.

Allotment of space

3. Space will be allotted according to priority of application, and the Society reserves the right to allocate only such portion of the space applied for by any intending exhibitor as it may deem expedient, but in such a case if proportion of the fee is equivalent to the reduction of the space will be refunded

Buildings

4. Exhibitors who intent to erect new buildings at showground either of permanent or of a temporary structure, or to make alterations to existing buildings on their plots MUST first obtain permission from the city council of Nairobi or the Area Municipal and the Society before the start of any work. After the City/Municipal Council have signed the plans, these should be brought to the Society for final approval. Exhibitors at any of the Society's other showground's must comply with the procedures as applicable in that area.

Postponement

5. All space will be let on the understanding that should the show be postponed or abandoned owing to circumstances beyond the Society's control, the Society will not be responsible to any intending exhibitor for loss incurred by such reason of postponement or abandonment, nor liable for any refund of charges paid.

Sub – letting

6. It shall be a condition of the letting that no exhibitor will be permitted to sub-let the whole, or any portion of the plot/s or stand/s allotted to such exhibitor, nor to permit the space to be utilized by anyone else without having first obtained the written permission of the Society. The Rule shall not however, apply to foreign Governments exhibiting, who may let to firms dealing in goods manufactured or

processed in the country concerned.

ANNUAL LEASES

Lease Holders

7. No exhibitor on an annual agreement is allowed to sub-lease his building on a plot to another exhibitor without prior permission of the Society in writing. Where an annual exhibitor has no intention of participating in future Shows, the Society must be notified by 31st December of the year in which he/she exhibits of his/her intention not to participate in succeeding years. In such a case the building must either be sold to another exhibitor acceptable to the society or removed from the site by 31st March in the following year, failing which the building shall become the property of the Society.

FIVE YEAR LICENCE

8. (a) A five year license holder may terminate his agreement in any year by notifying the Society before 31st December of his intention not to participate the following year. In such case the building on the plot must either be sold to another exhibitor acceptable to the Society or removed from the site by 31st March in the following year, failing which the building shall become the property of the Society.

Where a five year licence holder is unable to exhibit in any ONE year, but intends to participate in future years, the building on the plot may be sub-leased to another exhibitor acceptable to the Society for ONE year only.

(b) Repossession of Stands

Any exhibitor with a permanent building fails to participate for 3 years consecutively, the Society will repossess the stand and no compensation will be given. The building shall become the property of the Society.

Breaking Ground/ Trees

9. Exhibitors will NOT be permitted to break the ground allotted to them for the exhibition of their goods, nor to fell trees, without first obtaining written approval from the society.

Upkeep of Plots

10. Exhibitors with permanent stands will, in all cases, be responsible for the upkeep of their plots, i.e. cutting of grass, weeding e.t.c. whenever necessary throughout the year.

Safeguarding

11. Exhibitors must guard against accidents and are required, at their own risk and expense, to take such protective and warning measures as may be necessary. The exhibitor alone in every case will be responsible for any accident or injury that may occur.

***Non-Occupancy
of Stands***

12. In the event of any exhibitor failing to occupy space and start show preparations 14 days before the first day of the show, the Society, at its discretion, may fill up or let such space and the exhibitor shall be liable and shall forfeit the full rent of such a space.

***Objectionable
Exhibits***

13. The society reserves the right to refuse or to order the removal of any article/s brought for exhibition which may deem unsuitable or objectionable without any reason for such refusal or order.

Consignment

14. Exhibitors are hereby notified that their goods must not be consigned to the Society or to any of its officers, as the Society will neither receive them nor be responsible for any freight, carriage or delivery charges in connection with them. Exhibitors must take delivery from the Railways or transport companies of goods consigned to the Showground and arrange for conveyance of such goods to the showground at their own expense. Goods to and from Agricultural Shows and exhibitions by Kenya Railways services shall be carried subject to the normal condition of carriage on payment of the appropriate tariff charges due in each direction.

***Delivery of
Goods***

15. All exhibits must be in their allotted places ready for the exhibition not later than 6 p.m on the day before the start of the show.

Staffs

16. Exhibitors must provide, at their own expenses adequate staff to receive, unpack, place in position, keep in order, protect, repack and remove their exhibits.

***Removal of
Exhibits***

17. No exhibit shall be removed from its position until the close of Show, except by permission in writing from the Society. Following the close of the Show, all exhibits must be removed from the Showground within a reasonable time.

Fittings

18. Exhibitors occupying stands on an annual basis are required to move all fixtures and fittings they have installed by 31st December in the year in which they exhibit unless the Society has been given prior notification in writing of their intention to occupy the same stands the following year. Improvements of a permanent nature may remain subject to the prior written approval of the Society having been obtained. Where an exhibitor does NOT intend to exhibit in the following year any fittings left in the stands after 31st December in the year in which the exhibitor exhibits, automatically become the property of the Society.

Competitions

19. No exhibitors shall conduct a competition or offer prizes for awards unless application shall have been made and written permission obtained from the Society.
- Sale of Goods***
20. Exhibitors shall be at liberty to give to the public free of charge samples of their goods, and to sell merchandise of which they are the manufacturers or distributors. The Society reserves the right to refuse permission where the sale of goods infringes upon the right of the official concessionaires.
- Height of Stands and Signs***
21. In the case of covered stands, no construction of whatever nature may be erected on the roof, above the fascia board, nor encroach over the boundary. Any variation of this rule whatsoever must have the written approval of the Society.
- Attendants Tickets***
22. Every exhibitor will be entitled on application to a limited number of free Trade Admission Tickets to the Showground. Details of all such allocations are issued prior to the Show.
- Literature***
23. Only such literature as shall relate to an exhibitor's own products shall be allowed to be distributed or exhibited at the exhibitor's own stand. No literature of any description shall be distributed in the showground other than from the exhibitor's stands.
- Canvassing Orders*** *for*
24. Firms or individual will not be permitted to solicit orders, nor to use Society's premises in any way for business purposes unless such firms or individuals are represented in the Showground as plot holders or stand holders.
- Advertising Decorations, Flags, Signs, etc***
25. Name boards or advertising signs on plots may only be displayed over-looking the exhibitor's road frontages unless by agreement with adjacent stand holders. Any variation of this rule must have the written approval of the Society. All advertisements, badges, decorations, flags sign, e.t.c. will be subject to the approval of the Society, which may cause to be removed or altered anything which in its opinion may be deemed to be undesirable.
- Objectionable***
26. The Society reserves the right to stop any noise calculated to cause annoyance to stand holders and visitors. Any infringement of this rule will render the offenders liable to be ordered out the Showground.
- Sale By Auction***
27. The sale of goods by auction is forbidden. Society reserves the right to close the stand conducting such business.
- Encroachment***

Posting of

28. The nine foot grass verges in front of any plot or stand must be completely clear.

***Storing of
Petrol, oil,
Spirits,
Explosives and
Other Dangerous
Goods***

29. No notice or advertisement of any description may be hung from any tree in the showground.

30. While the Society reserves the right to exclude any petroleum, spirit, or other dangerous goods it may deem unsafe, it in no way relieves the exhibitor from responsibility in the event of accident or fire, Exhibitors must conform to the regulation of the local authorities in all that relates to the transport and storage of petroleum oils, explosives and other dangerous goods and the precautions to be adopted against fire.

***Damage to
Society's***

***Responsibility
For protection
Of goods***

31. Any exhibitor damaging the property of the Society will be responsible for defraying the cost of expenses the damage caused.

32. The Society will take such precautions as it considers necessary for the protection of all articles exhibited but will not, at any time, be responsible for the loss of, or damage to, or safety of any exhibit, empty case, tools or other property of an exhibitor or any other person, in any circumstance whatsoever.

Indemnity

33. Every exhibitor or concessionaire shall indemnify and hold the Society indemnified against any action, suit or claim which may arise out of any damage or injury which may be occasioned during the show to any visitor, or other person there and then employed by the Society, by any machine, implement or other article and the owner of such machine, implement or owner of such machine, implement or other article shall be held responsible for any such damage or injury.

Insurance

34. All exhibitors are expected to effect their own insurance.

***Amendment of
Rules and
Regulations***

35. The Society reserves the sole and absolute right to add to, alter or expunge any of these rules and regulations. Any alterations of such rules and regulations shall take effect immediately upon being posted on the official notice of the Society's office. The decision of the Show Objections Committee shall be final on all questions which may arise between the Society and exhibitors in regard to, the interpretation and meaning of the rules and regulations. The Society also reserves the sole and absolute right to relax such conditions as it may deem necessary.

***Enforcement
Rules and
Regulations***

Conservancy

36. The terms and conditions of any concession let by the Society shall, so far as the same can be applicable, be governed by these Rules and Regulations.
37. All persons holding an office in the Society and all employees of the Society and such other persons as are authorized by the Society from time to time, are empowered to ensure the strict observance and compliance with all these Rules and Regulations.
38. All Trade Exhibitors will be required to pay a Conservancy charge together with the Trade Rent as shall be determined by the Society.