



THE ROYAL NORFOLK SHOW

Trade Stands, including Bars, the Adnams Food and Drink Experience may be permitted to trade at the Royal Norfolk Show under the RNAA's Premises Licence.

Temporary Event Notices are not permitted for The Royal Norfolk Show.

If you wish to sell alcohol or undertake any other licensable activity, you must adhere to the Licencing Terms as set out below, and you have agreed to these Licencing Terms by accepting your trade stand proposal.

Licensable activities include:

- Performance of Plays or Films
- Live Music
- Recorded Music
- Supply of Alcohol

ADDENDUM TO THE SHOW REGULATIONS

These terms set out the basis on which the RNAA permits Operators to conduct Licensable Activities from and on Stands at the Show (the "**Terms**"). Operators should read the Terms carefully.

1. **Interpretation**

1.1 The following definitions shall apply in these Terms:

"**Act**" the Licensing Act 2003;

"**Business Day**" a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"**Irresponsible Promotion**" has the meaning given in clause 6.2;

"**Licence**" the Premises Licence granted to the RNAA by the Licensing Authority pursuant to the Act under reference PLA0273;

"**Licensable Activities**" the sale of alcohol by retail, the provision of regulated entertainment and the provision of late night entertainment as defined in the Act which for the avoidance of doubt shall include the performance of a play, an exhibition of a film, indoor sporting event, boxing or wrestling entertainment, performance of live music, any playing of recorded music and performance of dance;

"**Licensing Authority**" South Norfolk Council;

"**Operator**" the organisation, firm or person who is the trade stand operator and is subject to these Terms;

"**Permitted Hours**" the hours in which Operators are permitted to conduct Licensable Activities from the Stands as provided for in clause 4.1 and Schedule 1;

"**Permitted Price**" has the meaning given in clause 9.1;

“**Regulations**” the trade stand Show Regulations which govern the operation of Stands at the Show;

“**RNAA**” The Royal Norfolk Agricultural Association of Norfolk Showground, Dereham Road, Norwich, Norfolk, NR5 0TT;

“**Show**” the Royal Norfolk Show;

“**Small Measures**” has the meaning given in clause 8.1; and

“**Stand**” the trade stands operated and ran by the Operators at the Show.

1.2 A reference to **writing** or **written** includes email.

2. Purpose and Status of these Terms

2.1 These Terms apply to all Operators who propose to conduct Licensable Activities on their Stands at the Show.

2.2 Any breach of these Terms could result in the RNAA revoking its permission for the Operator to operate its Stand at the Show (and any future Shows). The RNAA reserves all rights to require Operators to cease its operation of a Stand with immediate effect for non-compliance with these Terms or any non-observance by Operators of any orders or instructions given by the RNAA to Operators in connection with these Terms.

2.3 These Terms apply in addition to the Regulations and if there is an inconsistency between any of the provisions of these Terms and the provisions of the Regulations, the provisions of these Terms shall prevail.

3. The Act

3.1 Operators must at all times ensure that they operate their Stands within the confines of the Act.

3.2 Operators should familiarise themselves with the restrictions relating to Licensable Activities and specifically the offences under the Act with regards to the sale and supply of alcohol. Operators must ensure that their activities on the Stand at, and in connection with, the Show do not constitute a breach of the Act.

3.3 The supply or sale of alcohol at the Show is authorised by the RNAA only in accordance with the terms of its Licence. The supply or sale of alcohol at the Show may only take place at times when the RNAA has in place a designated premises supervisor who holds a personal licence. If for any reason such a designated premises supervisor is not in place the RNAA may require all Operators to cease the supply or sale of alcohol with immediate effect.

4. Permitted Hours

4.1 Unless otherwise approved in writing by the RNAA, Operators are only permitted to conduct Licensable Activities from the Stands during the Permitted Hours which are set out in Schedule 1.

4.2 Operators are not permitted to apply to the Licensing Authority for any extensions or variation to the Permitted Hours or to submit to the Licensing Authority any standard or late temporary event notice (as defined in sections 100 and 101 of the Act) without the prior written consent of the RNAA.

5. Responsible Individual

5.1 To assist the RNAA in monitoring the compliance of Operators with these Terms, each Operator shall provide the RNAA by 31st May 2019 with the name and mobile contact telephone number of a Responsible Individual who shall be the person designated by the Operator to supervise and oversee the conduct of Licensable Activities on the Stand and be the point of contact for all compliance issues with the RNAA.

5.2 The Operator shall ensure that the Responsible Individual is over 18 years of age, is of sufficient seniority to supervise the conduct of Licensable Activities on the Stand and is present at the Show and readily contactable by the RNAA.

6. Irresponsible Promotions

- 6.1 The Operator shall ensure that it does not carry out, arrange or participate in any Irresponsible Promotions in relation to the sale or supply of alcohol on the Stands.
- 6.2 In this clause, an “**Irresponsible Promotion**” means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption:
- 6.2.1 games or other activities which require or encourage, or are designed to require or encourage, individuals to drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person or to drink as much alcohol as possible (whether within a time limit or otherwise);
 - 6.2.2 provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
 - 6.2.3 provision of a free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
 - 6.2.4 selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonable be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner; or
 - 6.2.5 dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).

7. Age Verification

- 7.1 Operators must ensure that no children are served with alcohol. In order to observe this requirement Operators shall ensure that an appropriate age verification policy is adopted and adhered to in respect of all sales or supply of alcohol from the Stands.
- 7.2 This policy must require individuals who appear to the Operator to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either a holographic mark, or an ultraviolet feature. Where such identification cannot be produced the Operator must ensure that no alcohol is provided to such persons.
- 7.3 The RNAA advises that Operators adopt a ‘Challenge 25’ Policy towards age verification. Further information can be found at: <http://www.challenge25.org/>

8. Small Measures

- 8.1 Operators must ensure that where any of the following alcoholic drinks is sold or supplied on the Stand for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures, together the “**Small Measures**”:
- 8.1.1 beer or cider: ½ pint;
 - 8.1.2 gin, rum, vodka or whisky: 25ml or 35ml; and
 - 8.1.3 still wine in a glass: 125ml.
- 8.2 Operators shall ensure that the Small Measures are displayed in a menu or price list which is available to customers on the Stand.
- 8.3 Where a customer purchasing or alcohol does not specify the quantity of alcohol to be purchased, the Operator shall ensure that the customer is made aware that the Small Measures are available.

9. Permitted Price

9.1 In accordance with the Licensing Act 2003 (Mandatory Conditions) Order 2014 Operators are not permitted to sell or supply alcohol from the Stands for consumption on or off the premises below the cost of duty plus VAT (the "**Permitted Price**").

9.2 The Permitted Price is calculated as follows:

$$P = D + (D \times V)$$

where:

(i) **P** is the permitted price

(ii) **D** is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) **V** is the rate of value added tax chargeable in accordance with the Value Added Tax Act 1994 in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol

9.3 Where the Permitted Price on a day ("the first day") would be different from the Permitted Price on the next day ("the second day") as a result of a change of the rate of duty or value added tax the Permitted Price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

10. Risk Assessment

10.1 The RNAA requires Operators to produce risk assessments for the Show and the conduct of Licensable Activities from their Stand.

10.2 The written risk assessment must be submitted to the Event Sales Co-Ordinator, Maria Skitmore by email to: Maria.skitmore@rnaa.org.uk by 3rd June 2022 before the commencement of the Show. The risk assessment should include:

- 10.3
- 10.3.1 a summary of the Licensable Activities to be undertaken by the Operator at their Stand;
 - 10.3.2 a profile of the Operator's expected customer audience;
 - 10.3.3 what consideration has been given by the Operator in respect of its proposed operation of the Stand to prevent crime and disorder; uphold public safety; prevent public nuisance and protect children from harm and details of any measures taken.

11. Changes to these terms

11.1 The RNAA may be required to change these Terms at any time to address:

11.1.1 changes in law; or

11.1.2 changes in its Licence terms; or

11.1.3 any additional requirements imposed on it by the Licensing Authority.

11.2 Any changes to these Terms pursuant to this clause shall be notified in writing to the Operator

12. General

12.1 A failure or delay by RNAA to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy by RNAA provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.2 The Operator shall indemnify the RNAA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the RNAA arising out of or in connection with:

- 12.2.1 any breach or negligent performance or non-performance of the Terms by an Operator;
or
12.2.2 the enforcement of these Terms by the RNAA.

12.3 If any provision or part-provision of these Term is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 12.2 shall not affect the validity and enforceability of the rest of the Terms.

12.4 The Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their 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 the Terms or their subject matter or formation.

Schedule 1
Permitted Hours

Sale or supply of alcohol from the Stand

Indoors (Adnams Food and Drink Experience)	Outdoors (All other Trade Stands)
Monday – Sunday 09:00 – 00:30	Monday – Sunday 09:00 – 23:00

Performance of live music or any playing of recorded music on or from the Stand

Indoors	Outdoors
Monday – Sunday 09:00 – 01:00	Monday – Sunday 09:00 – 23:00

Exhibition of a film from the Stand

Indoors
Monday – Sunday 09:00 – 23:00

Performance of dance from the Stand

Indoors
Monday – Sunday 09:00 – 00:00

Performance of a play from the Stand

Indoors
Monday – Sunday 09:00 – 23:00

Indoor sporting event, boxing or wrestling entertainment

Indoors
Monday – Sunday 09:00 – 00:00