

MUSCLIFF FAMILY MUSIC FESTIVAL AND FUNDAY 2012

STALLHOLDER TRADING INFORMATION

The events will be

Muscliff Family Music Festival on Saturday 14th July 12-9pm

Muscliff Family Funday Sunday 15th July 11am - 5pm

Both events will be at Muscliff Park, Shillingstone Drive, Muscliff, Bournemouth.

This application form includes two annexed forms which must be completed in full and general terms and conditions. These documents and the festival manual form the terms under which approved exhibitors will be granted a licence to occupy the land and use the site on the day of the festival. Please read through all of these documents carefully before completing your application. By signing and returning the application you are agreeing to be bound by all the terms and conditions contained in these documents.

General Information

- Trading hours will be from 12pm to 9pm on the 14th July & 11am to 5pm 15th July. **No vehicles will be allowed on site between these hours unless prior permission granted.**
- Pitch spaces are split into price bands.
- Exhibitors will be allocated a pitch in advance of the festival.

	One Day	Both Days		One Day	Both Days
Information	£0	£0	Charitable Food outlet Reg. Charity Number:	£100	£150
Charity and Small Business Reg. Charity Number:	£20	£30	Commercial Food Outlets	£150	£250
Large Businesses or Providing activity e.g bouncy castle/go karts	£50	£75			

How to Apply

- All relevant parts of this application must be fully completed and signed. Incomplete Applications will NOT be processed.
- You must include with your application a copy of your current public (and products if applicable) liability insurance and employer's liability insurance (if appropriate). Please note that you will need ELI if you have volunteers working with you.
- The full price is payable at the time of application. **Please make cheques payable to: Muscliff Family Funday**
- Your completed Application must be returned to: - **Muscliff Family Funday, C/O Amanda Nicholls, Bournemouth Town Hall, Room 106, Bourne Avenue, Bournemouth, BH2 6DY
Tel: 01202 451165**
- Your application must be received by the **20th May 2012**. Applications received after that date will ONLY be processed only at organiser's discretion.

There will be a traders meeting on 29th June 10am - 12.00 at Muscliff Youth Centre, Shillingstone Drive, Muscliff, Bournemouth. This meeting will allow you to visit the site, receive your pitch allocation and ask any questions you may have. Please ensure a representative of your organisation attends this meeting to receive information for the event.

Person or Organisation name	
Contact address	POSTCODE
Contact names	1: 2:
Contact numbers	Tel: _____ Mobile: _____ During the festival if different to above:
Email	
Type of Organisation	Charity no if applicable
Days Attending And pitch	Please indicate if you are a Performer <input type="checkbox"/> or a Stall Holder <input type="checkbox"/> Please indicate which days you wish to attend: Sat 14 th July <input type="checkbox"/> Sun 15 th July <input type="checkbox"/> Both Days <input type="checkbox"/> Please indicate how many pitches you require
	How did you hear about exhibiting at the Muscliff Family Funday/Festival? Website: <input type="checkbox"/> Mailing: <input type="checkbox"/> Previous Trader: <input type="checkbox"/> Other <input type="checkbox"/> (please specify):
Number of your staff who will man your stand on the day:	Number: Please list names of staff:
Please detail all products or services to be exhibited/sold:	Performance <input type="checkbox"/> Stall Holder <input type="checkbox"/> Please provide details:
Please detail any free activity or resources being provided and age range covered:	
Any further information	
Will you require any special security arrangements for your pitch?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please give brief details:

I enclose the following:-

- | | | | |
|---|--------------------------|---|--------------------------|
| Completed Health & Safety Questionnaire | <input type="checkbox"/> | Completed Risk Assessment | <input type="checkbox"/> |
| Health & Safety Policy (if applicable) | <input type="checkbox"/> | Employers Liability Insurance (if applicable) | <input type="checkbox"/> |
| Public Liability Insurance | <input type="checkbox"/> | Products Liability Insurance (if applicable) | <input type="checkbox"/> |
| Electrical/Equipment Test Certificates | <input type="checkbox"/> | Method Statement | <input type="checkbox"/> |
| Payment | <input type="checkbox"/> | | |

I hereby confirm that I accept all of the terms and conditions of this application:

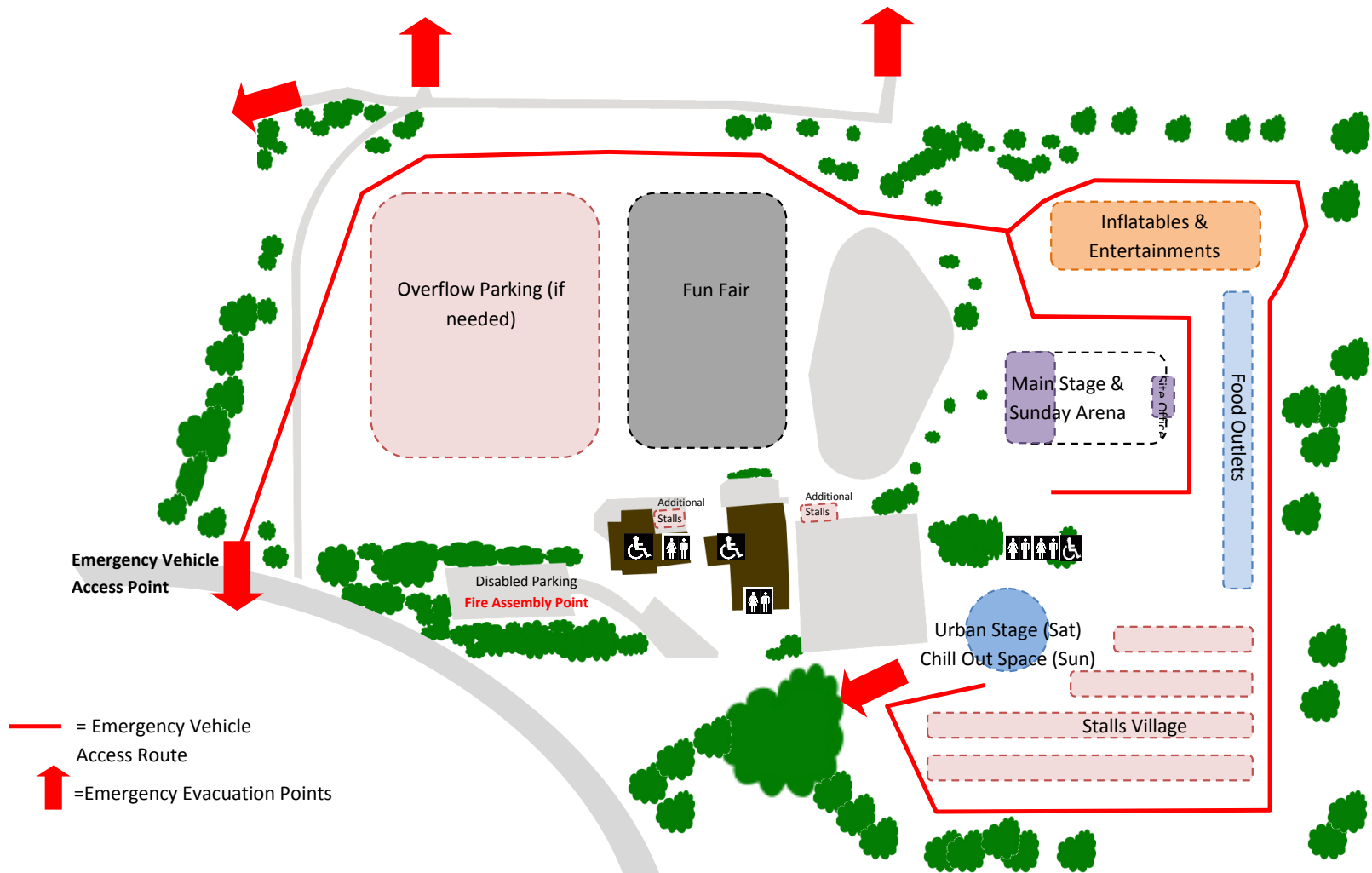
OR

I hereby confirm that I am duly authorised to accept all of the terms and conditions of this application on behalf of the organisation:

Signed: _____ Date: _____

Name: _____ Position: _____

Muscliff Family Music Festival and Muscliff Family Funday 2012 Site Map



ANNEX 1: Exhibitor's Health & Safety Questionnaire

Please give details of the person with the overall responsibility for Health and Safety on your pitch:	Name: Mobile:
Please give details of all equipment which you wish to bring onto the site:	
Please confirm that all equipment has been tested and serviced in accordance with relevant regulations, and that current test certificates are attached and will be available for inspection on the day:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will your staff or the public have access to potentially hazardous Equipment or parts of it? If yes, please provide details of control measures in place to minimise the risk of injury within your risk assessment	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will your stand involve the use of moving equipment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, are all your staff fully trained in its use?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Please provide Public Liability Insurance details	Insurers name: Amount £ (min £5 million): Expiry date:
Please provide Employers Liability Insurance details (if applicable)	Insurers Name: Amount £ (min £10 million): Expiry Date:
Have you or your organisation ever been prosecuted in respect of Health and Safety, or have any notices been served on you or it by any Local Authority Environmental Health Department or the Health and Safety Executive?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please give brief details:
Have you had any reportable accidents under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, as a result of your business operation in the last five years?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please give brief details:
Has a fire assessment been carried out for your operation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Please confirm you will bring appropriate fire safety equipment for your pitch, which will be available for inspection by the organiser:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will any persons under the age of 18 be working for you? If yes, please put full details including training and supervision in your risk assessment	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will a contractor be delivering, erecting or dismantling your equipment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide contractor's details and details of work:	Contractor' name and address: Contractor's contact name: Contact number (day): Mobile: Details of work:

Will your stand consist of more than 5 members of staff at any one time?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please attach a copy of your Health & Safety policy with your application		
Will you be bringing a generator onto site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Description/details of generator:	Generator type: super silent diesel <input type="checkbox"/> super silent petrol <input type="checkbox"/> solar powered <input type="checkbox"/> Other: _____	
If yes, see terms and conditions in Annex 3 regarding use of generators		

I hereby confirm that the details provided in this questionnaire are complete and accurate:

Signed: _____ Date: _____

Name: _____ Position: _____

ANNEX 2: Risk Assessment

1. What is a Risk Assessment and why do you have to complete one?

A risk assessment allows you to consider whether or not you have taken the correct precautions to protect yourself, your staff, participants, the general public and/or any property belonging to those parties from any harm as a result of your activities.

The purpose of a risk assessment is to make sure as far as is reasonably possible, that no person is killed or injured and no property is damaged, or to minimise the risk of any such incident, as a result of your Activities.

What do I have to do?


You will need to assess all of your activities and complete the following steps:

1. Identify any hazards/risks
2. Identify who might be at risk
3. Evaluate hazards/risks and what you will do to minimise these
4. Record your findings

Step 1: Identify Hazards/Risks

Use the list of potential risks on page 8 as a tool to help identify the hazards/risks that could be associated with your activities. Consider each of the identified hazards/risks and decide whether they do or could relate to you.

Example:

No.	Hazard or Risk	Tick if yes
32	Vehicles on Site	

Each hazard/risk needs to be recorded onto the Risk Assessment Form enclosed and you need to identify why you think this is relevant to your activities and what the risk is.

Example:

Hazard/Risk No.	Main risks identified and why relevant	Who is at risk? (Public, participants, etc.)	Means to minimise risk
32	Vehicles accessing the Site - could injure a pedestrian		

Step 2: Identify who might be at risk

Please consider not only your Staff and Participants but also members of the public who may not necessarily be attending your Activities but are still able to access your pitch.

Example

Hazard/Risk No.	Main risks identified and why relevant	Who is at risk? (Public, participants, etc.)	Means to minimise risk
32	Vehicles accessing the Site could injure a pedestrian	- Staff - Participants - Public	

Step 3: Evaluate hazards/risks and what you will do to minimise these

The law requires that you must do what is reasonably practicable to ensure your Activities are run safely. Your aim is to make all risks as small as possible by putting precautions in place as necessary.

What are you going to do to make safe the hazards and risks that you have identified?

Example

Hazard/Risk No.	Main risks identified and why relevant	Who is at risk? (Public, participants, etc.)	Means to minimise risk
32	Vehicles accessing the Site - could injure a pedestrian	<ul style="list-style-type: none">- Staff- Participants- Public	<ul style="list-style-type: none">-There will be no vehicle movement during the festival- Vehicles will not exceed 5mph at any time- All vehicles will be 'walked' onto site by a member of staff

Step 4: Record your findings

You will need to ensure that a risk assessment is completed, signed and returned to us when you apply for a pitch at the festival.

If you need more time to complete your risk assessment - you must still complete a basic document clearly highlighting areas that you need to consider further and this must be received no later than 4 weeks before the festival.

IMPORTANT - Don't Forget!!

The actions you have identified as a means to minimise risk need to be in place/carried out on the day. This is not just a paper exercise!! Any breaches may mean that you are asked to cease trading/cease your activities on the day.

If there are any significant changes to your planned activities following the submission of your risk assessment - **you must update it** to take into account any new concerns or issues and notify the organiser immediately.

For further information on health and safety please visit: www.hse.gov.uk/risk/fivesteps.htm

2. List of generic risks/hazards: Health and Safety Management

Please tick the options that apply during the festival. On the risk assessment you will need to identify what this risk is and what you will do to reduce it.

No.	<u>Hazard or Risk</u>	Tick if yes	No.	<u>Hazard or Risk</u>	Tick if yes
1	Access		2	Alcohol/alcoholic drinks	
3	Animals		4	Caustic/toxic substances e.g. paint, cleaning products	
5	Children/young people		6	Crowds, general public	
7	Electricity e.g. generators, ground cables		8	Electricity e.g. portable tools above 110V	
9	Emergency evacuation & procedures		10	Environmental/waste disposal: liquids or solids	
11	Equipment e.g. folding tables, guy ropes, sharp edges		12	Explosives/pyrotechnics/fireworks	
13	Fire/emergency procedures		14	Flammable materials	
15	Flying e.g. aircraft, balloons, parachutes		16	Food allergies	
17	Food preparation/hygiene		18	Hazardous substances e.g. dust, fumes, oils, vapours	
19	Lasers/strobe effects		20	Lifting equipment e.g. fork lift truck	
21	Manual handling		22	Night time operations	
23	Noise concerns		24	Physical/psychological effects	
25	Possibility of violence		26	Risk of infection	
27	Slips, trips and falls		28	Smoking	
29	Sources of radiation		30	Special effects e.g. snow, smoke, dry ice, rain	
31	Special needs e.g. elderly, disabled		32	Special props/tools	
33	Stewarding/Security/Marshals		34	Stunts	
35	Temporary Structures (gazebos, trailers)		36	Use of derelict buildings	
37	Vehicles on Site		38	Water e.g. work in or near	
39	Weapons including archery		40	Weather - extremes of	
41	Work at a height: e.g. cliff tops		42	Other:	
43	Other:		44	Other:	

3. Your Risk Assessment

Organisation Name:	
Contact Name:	Contact No:
Description of activity:	
Date:	Signature:
Help/assistance/first aid requirements:	

Hazards/Risk

Please use any hazards ticked on the previous form and put these down on this Risk Assessment Form as the main risks identified and why these are relevant. You will need to state who is at risk i.e. what groups of people would be affected. You will need to state what means you will use, or put in place, to minimise the risk i.e. how will you reduce/remove the risk?

Hazard/Risk No.	Main risks identified and why relevant	Who is at risk? (Public, participants etc.)	Means to minimise risk

Annex 3 - Terms & Conditions

In these terms and conditions except where the context requires otherwise:

“Activities” means anything that the exhibitor carries out on the site, including but not limited to: exhibitions, displays, shows, interactive activities with members of the public, sale of any items.

“Banksman” means a skilled person (not the driver) who directs the operation of a large vehicle.

“Break Down” means the dismantling and removal of the exhibitor’s equipment, litter and refuse from the Site at the end of the festival day.

“Equipment” means all stands, structures, trailers, machinery and other items, mechanical or electrical, with or without moving parts, that the exhibitor will bring on site.

“Exhibitor” means the person or organisation permitted to carry out activities on the site.

“Organiser” means Muscliff Family Funday Committee, or any Officer of Bournemouth Borough Council.

“Participants” means specified persons the exhibitor has engaged to take in part in its activities.

“Pitch” means the whole of the area allocated by the organiser for the exhibitor to use on the Site.

“Set Up” means the delivery and installation of the exhibitor’s equipment at the start of the festival day.

“Site” means the whole of the area shown on the plan.

“Staff” means the exhibitor’s employees and agents.

Booking & Payment Terms

1. Payments will not be refunded under any circumstances.
2. Payments can be made by cheque or cash. Receipt can be given on request.
3. Bookings will only be made on receipt of all of the required documents fully completed, all certificates and insurance details, and of the relevant payment.
4. The organiser reserves the right to reasonably refuse to approve any application at its sole discretion.

Pitches

1. All pitches are on grass and may be affected by weather conditions on the day, which may range from dry/dusty to wet/muddy.
2. Exhibitors are solely responsible for ensuring that the pitch booked is of sufficient size to accommodate their equipment, space for activities, etc.
3. Exhibitors will not be permitted to have any Equipment overhanging or extending beyond the area of their allocated pitch.

4. Staking of stands into the pitch ground is not allowed. Stands may be secured to the pitch by pegs but these must not damage the surface.

5. Exhibitors will be allocated a pitch within a specific area - see Site Plan. The organiser will advise the exhibitor of the location of its allocated pitch prior to the festival. However the organiser reserves the right to change the layout and location of pitches without prior notice.

6. Change of pitch by exhibitors on arrival or during the festival is NOT permitted. However, the organiser has the right to request an exhibitor to move to another pitch and to change the layout and location of pitches without prior notice.

7. The organiser or its authorised representatives must be permitted access to all pitches at all times throughout the festival day.

8. Exhibitors are prohibited from sub-letting, transferring or assigning their allocated pitches to third parties.

9. Exhibitors must leave their pitch in the condition in which they found it. Exhibitors will be liable to pay the organiser the full cost of repairing any damage caused by Exhibitors to their pitch.

Electricity and Generators

1. The organiser will not provide electricity to pitches.
2. Exhibitors who wish to bring their own electricity supply (i.e. a generator) must obtain permission from the organiser in advance of the festival. Use of generators will be subject to the following terms:-
 - a) Any generator that is brought onto site must be a super silent generator and preferably diesel.
 - b) Petrol generators are prohibited unless they meet the stringent conditions set by the organiser. Exhibitors who wish to use a petrol generator must include a risk assessment for it in their application, and set out what safety arrangements and fire fighting equipment they will provide on the festival day (this must be BS EN standards compliant fire safety equipment e.g. extinguishers (appropriate to the risk) and fire blankets). Petrol generators must have venting in place to release fumes away from people.
 - c) Exhibitors must ensure that diesel generators are turned off before refueling. Petrol generators may not be refueled on site.
 - d) The refueling of a diesel generator must be carried out by a fully trained and competent adult. Exhibitors must ensure spill mats are provided and used during diesel generator refueling.
 - e) All outlets must be protected by RCD (residual current device or circuit breaker).
 - f) Exhibitors must place generators securely inside a fenced area that cannot be accessed by unauthorised persons, Participants or members of the public.
 - g) Exhibitors must ensure that generators are well maintained, have no leaks and do not produce excessive fumes.

h) Generators with visible moving parts will not be permitted on Site.

i) Generators must be fuelled before the start of the Festival. Only sufficient diesel fuel for one day may be brought on Site. Petrol may not be brought on site.

j) The organiser reserves the right to stop an exhibitor from using and/or demand immediate removal of a generator from site, if the organiser at its sole discretion considers that the generator is unsafe and/or the exhibitor does not comply with these terms or health and safety requirements generally.

Security

1. Site security will be provided by the organiser throughout the weekend. If an exhibitor requires additional security this can be provided by the organiser's contracted provider at an additional cost to the exhibitor. Exhibitors must request this on their application.

2. The organiser will not be responsible for or accept any liability for any party's personal items, property or equipment on site. Exhibitors are strongly advised to ensure they have adequate insurance in place to cover all such items.

3. The organiser has the right to undertake any security checks it reasonably considers necessary. At its sole discretion the organiser may refuse entry to the site to any vehicles or persons, or ask persons to leave the site or vehicles to be moved from the site.

Litter and Refuse

1. Exhibitors are solely responsible for keeping their pitch tidy, including collecting litter and refuse regularly during the festival and removing it from site on break down by 10pm on the 14th and 6pm on the 15th.

2. Boxes/cartons must be flattened and placed in areas provided on site not in the public bins. Exhibitors must use black sacks for refuse, to be provided by them at their own cost.

3. Exhibitors who leave litter or refuse behind at the end of the festival day may be charged a litter deposit for, or in extreme cases may not be permitted to participate in, the festival in future.

Access to and from the site

1. Access and egress procedures for the site will be advised to exhibitors prior to the festival day.

2. All exhibitors must report to the site office on arrival. Failure to comply with this may result in their pitch being forfeited. No refunds will be given.

3. Vehicles will be allowed on site for set-up and break down. All vehicles must be cleared from the site by 11.30am on the 14th & 10.30am on the 15th July.

4. Set-up may commence from 9am on 14th July & 8am on the 15th July. Once set-up is complete vehicles must be removed from site.

5. Access to the site for set-up will be through a one way system. Vehicles will be required to drive forwards at all times. Where reversing cannot be avoided exhibitors must provide a banks man.

6. All deliveries to pitches must be made between 8.30am and 10:30am on the mornings of both days, so exhibitors must ensure they are on Site to receive deliveries during this period. Delivery vehicles will not be allowed access to the site outside this period.

7. Trading hours will be from 12pm - 9pm on the 14th July & 11am to 5pm on the 15th July. No vehicles will be permitted in or out of the site between those times.

8. No parking spaces are available on site for exhibitors' vehicles except on the exhibitor's pitch.

9. Exhibitors' vehicles may be parked in the exhibitor's off-site car park which will be at Muscliff School Car Park, Broadway Lane. Exhibitors may not move vehicles in or out of the exhibitor's off-site car park after 11.30am or before 9.00pm on 14th July, 10:30am or before 5pm on Sunday 15th July.

10. A speed limit of 5mph will be in force at all times on site due to pedestrian access. Vehicle hazard lights must be used at all times on site.

Health & Safety

1. Exhibitors must comply with and must ensure their staff and sub-contractors are aware of and comply with the requirements of the Health and Safety at Work etc. Act 1974, its subordinate regulatory framework and any other acts, orders, regulations and codes of practice relating to health and safety.

2. Exhibitors must have a formal health and safety policy if they employ more than five people and provide a copy of this policy with their application.

3. During the festival day Bournemouth Borough Council's health and safety policy will take precedence over exhibitors' health and safety policies in respect of the Site. A copy of Bournemouth Borough Council's health and safety policy is available to exhibitors on request.

4. Exhibitors are solely responsible for and liable for any equipment bought onto site and for ensuring all relevant insurances are obtained and contractual obligations met.

5. All exhibitors must have suitable and sufficient fire fighting equipment on their pitch at all times during the festival day and their staff must be fully trained in its use.

6. Exhibitors' marquee structures must be compliant with fire safety regulations and must be securely and safely constructed before the festival starts.

7. All gas appliances are prohibited on or off site.

8. Exhibitors are responsible for the health, welfare, safety and security of all members of the public while on their pitch and stands, including where members of the public may handle exhibitors' exhibits, and must ensure unauthorised persons cannot access any hazardous areas.

9. Exhibitors must ensure that their equipment is fitted with suitable guards and safety devices are in place. All equipment must be properly maintained in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).

10. Any fork lift trucks used on site must be covered by relevant documentation detailing regular formal servicing and inspection and operators must be fully trained and hold relevant certification. All such documentation and certificates must be available on Site for inspection on request by the organiser.

11. The organiser will monitor health and safety for the duration of the festival. Visits will be made to exhibitors' pitches throughout the festival to ensure that exhibitors are complying with all relevant legislation and these terms and conditions.

12. The organiser reserves the right to reasonably request an exhibitor to cease any activity or close any exhibit or to leave the site, if the organiser deems the Exhibitor's activities or any part of them is unsafe or poses a risk to the general public or does not conform to relevant legislation and/or these terms and conditions.

13. Exhibitors must immediately notify the organiser of any potential or actual health and safety hazards which arise during the Festival day.

14. In the case of any emergency, exhibitors must notify the organiser immediately and follow the emergency procedure provided by the organiser. Exhibitors are responsible for assisting the organiser with the safe removal of all persons from site, whilst ensuring that routes are kept clear for access by emergency services.

Exhibitor's stands

1. Exhibitors must ensure they bring everything needed for their pitch as no equipment will be provided by the organiser.

2. Exhibitors are not permitted to dismantle stands or any part of them prior to 9pm on 14th July & 5pm on 15th July.

3. Exhibitors' stands must be dismantled and cleared from site no later than 10pm on 14th July & 6pm on 15th July unless previously agreed with the organiser.

4. Exhibitors' stands and exhibits must be to a high quality and standard. The organiser at its sole discretion may reasonably refuse to permit certain exhibits or to order any unsatisfactory stands or exhibits to be removed by the Exhibitor or remove them itself.

5. No helium balloons of any kind are to be sold, given away or used to decorate stands. Other types of balloon may be authorised by the organiser. Such authorisation must be sought and given prior to the start of the Festival.

6. No kites may be displayed, sold or given away from stands except in sealed packs and provided a notice is displayed on the stand to advise that flying of kites is not permitted during the Festival.

7. Except where prior consent has been given by the organiser, no unauthorised goods as described below may be displayed, sold or given away from exhibitors' stands: food, confectionary, refreshments, balloons, items deemed as weapons (knives, crossbows, airguns, catapults), livestock, live fish, caged birds, dogs, cats or other pets, lottery raffle or gaming tickets, festival branded souvenirs, tobacco products, adult toys or games, radio or radar equipment, age restricted

products, or any item deemed unsuitable by Bournemouth Borough Council and/or the police.

8. Exhibitors are prohibited from using microphones or amplifiers or from calling out to the public to attract attention to their stands. The organiser has the right to demand removal of any such equipment found on site.

9. Exhibitors must man their stands at all times between 12pm and 9pm on 14th July & 11am and 5pm on 15th July.

10. Exhibitor's stands must not exceed five metres in height except where consent has been sought from and given by the organiser prior to the festival day.

11. Exhibitors will be solely liable for the cost of making good any damage they cause to any other exhibitor's stand.

Food Outlets and Caterers

1. Exhibitors who wish to sell food refreshments and/or confectionary must apply for a food outlet or caterer pitch.

2. Exhibitors must ensure that all of its staff or any other persons that will prepare, store or serve food refreshments and/or confectionary at the festival are properly trained in food hygiene and food handling procedures and that food and refreshments are prepared, stored and served in accordance with current food safety standards, acts and regulations.

General Site Provisions

1. Festival information will be sent to exhibitors prior to the festival.

2. Each exhibitor must have a copy of their completed trading information document and the festival manual with them on site.

3. Exhibitors will not be allowed onto any unauthorised or unallocated areas on or off site.

4. The organiser reserves the right at its sole discretion to reasonably refuse an exhibitor entry to the site or to revoke permission given to an exhibitor to enter the site.

5. Exhibitors are not permitted to sell items from anywhere other than their pitch except where consent has been sought from and given by the organiser prior to the festival day.

6. No water will be provided to exhibitors. If exhibitors wish to bring water onto the site, in order to comply with waste water regulations they must inform and seek the consent of the organiser prior to the festival day.

7. Exhibitors may not at any time cause any obstruction of routes, gangways, pathways or open spaces on the Site.

8. The organiser will not provide any storage facility for exhibitors' equipment or stock.

9. Overnight sleeping or camping is not permitted either on site or in the exhibitor's off-site car park, unless given prior permission from the organiser.

10. Exhibitors must remove all of their equipment and other items from the site at the end of the festival day. If the organiser has to clear any exhibitor's equipment

or other items left on site, the organiser will have the right to recover from the exhibitor as a debt the cost of removing any such equipment or other items.

Liability and Insurance

1. Exhibitors accept that they participate in the festival at their own risk.

2. Exhibitors are responsible for ensuring that all items sold by them comply fully with UK and European consumer laws with regards to safety, fair trading, price display, food and weights & measures. Any services provided and statements about services provided must comply with trading standards legislation. Advice on trading standards can be found at: www.everythingregulation.org.uk.

3. Exhibitors must not sell any goods that infringe any third party copyright or trademarks.

4. Exhibitors are liable for any faulty, damaged or misrepresented items sold by them. The organiser will not accept any responsibility or liability for any contractual liabilities of exhibitors. In the event of a dispute between an exhibitor and a consumer, the organiser has the right to pass the exhibitor's business contact details to the consumer.

5. Exhibitors are required to display full details of the owner of the business on their stands. Exhibitors who fail to do so may be asked by the organiser to cease trading and/or to leave the Site.

6. Exhibitors are advised to take out insurance cover for the festival day to cover potential cancellation or curtailment of the festival.

7. Exhibitors are responsible for checking whether they need to obtain any licences and/or consents to trade at the festival, for example a Street Trading Licence. If such licences or consents are required it is the exhibitor's sole responsibility to apply for and obtain the necessary licences and/or consents prior to the festival day.

8. Exhibitors shall not do or omit to do, and shall make best endeavours to ensure that their staff, agents and sub-contractors do not do or omit to do, anything that would or could result in the organiser's licences being revoked or insurance being void or voidable or in insurance premiums being increased, relevant to the festival.

9. Exhibitors will fully indemnify and keep the Council fully indemnified against all actions, claims, costs including legal costs, expenses and liabilities arising under statute or common law from:-

- a) injury to or the death of any person; and/or
- b) the loss of or damage to any property including property belonging to the Council or any third party; and/or
- c) any breach of the exhibitor's obligations;

insofar as they arise under these terms and conditions or as a result of any act, omission, default or negligence by the exhibitor or its staff or sub-contractors in respect of the festival.

10. Without prejudice to the exhibitors' liability in 9 above, exhibitors shall obtain and maintain appropriate

insurance policies with reputable insurers in such sum as is deemed prudent in all circumstances by the exhibitor, but in any event with the minimum limits of indemnity specified below:-

a) Public liability insurance (including products liability if selling any products) of £10million each and every incident; and

b) Employers liability insurance of £5million each and every incident.

11. Exhibitors must provide evidence of the required insurance cover with their application. Where such insurance cover is due to expire prior to the festival day, evidence of renewal of such cover must be provided to the organiser before the festival day. Exhibitors must produce evidence of insurance cover when requested by the organiser at any time prior to or during the festival day.

12. The organiser will not be liable for any actions, claims, costs, expenses and liabilities incurred by exhibitors, except and to the extent that such actions, claims, costs, expenses and liabilities arise solely out of the act, omission, default or negligence of the Council, its employees or agents.

13. Performing artists attend the music festival are also required to provide the relevant insurance. If the performer is under 19 years of age they may be able to apply under the Youth Service Insurance. Please make this known at the audition process.

Compliance with Legislation

1. Exhibitors must comply with the provisions of the Equality Act 2010 and will, in complying with its obligations under these terms and conditions, act as if the exhibitor were a public authority for the purposes of the Human Rights Act 1998.

2. Exhibitors will comply with the Council's equal opportunities policies (available from the Council on request).

3. The Council has obligations and duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (each as amended and superseded from time to time).

Exhibitors will facilitate the Council's compliance with the Council's obligations under these provisions and comply (at their own cost) with any reasonable request from the Council for that purpose. Exhibitors understand and agree that the Council may be required to provide information relating to their application or the exhibitors to a third party in order to comply with its obligations under these provisions.

4. Exhibitors will make best efforts to secure compliance with these provisions by their staff and sub-contractors.

Governing Law

1. These terms and conditions will be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.