

Regulations for Participants of Gorleston Clifftop Festival



These regulations are issued by Gorleston Clifftop Festival Committee and apply to all participants. Should a participant choose to participate at the Gorleston Clifftop Festival, these regulations will form part of the contractual agreement with Gorleston Clifftop Festival Committee.

1. Definitions

Participant = any organisation/person/company or such like who is allocated a pitch/stand/stall on Gorleston Clifftop during the running of the festival by the organising committee.

Committee = the group of volunteers who form Gorleston Clifftop Festival Committee and organise the Gorleston Clifftop Festival

2. Pitch Size and Fees

The standard, minimum pitch size is 3m/10ft x 3m/10ft and the fee (per day, per standard pitch) is dependent on the participant's activity and are detailed below:

- | | |
|-----------------------------|----------------------------------------------|
| - Charity stalls | £20 |
| - Handmade/Small trade | £35 |
| - Small Amusements | £60 |
| - Corporate/ Business Trade | £100 |
| - Catering Stand | £300 (caterers must be booked for both days) |

Participants whose pitch is larger than the standard pitch stated above will be required to pay an increased amount, this amount will be determined by the committee but will be based on how many standard size pitches are required.

When stating the space required the measurements must include any necessary vehicle required by the participant

The size of a pitch and the cost of the pitch are not limited or restricted to the above and it is the organising committee's final decision which will stand. Full payment must be received, including cheques cleared, before entry onto the festival site will be permitted.

3. Layout of pitches on festival site

- The allocation of pitches along the festival site will be determined by the organising committee who reserves the right to reallocate your pitch at any time before your arrival if deemed necessary.
- Participants are required to make themselves aware of their pitch allocation before entering on to site and once settled on their allocated pitch, movement from the pitch will not be permitted.
- Vehicles required for the participant's activity must fit in the pitch space initially requested by the participant should a vehicle not fit in the allocated space parking is available on the side of the road and participants will be expected to move their vehicles in this instance.
- If the required space stated by any participant is not sufficient on the day of arrival for the participant's actual van/marquee/vehicle(s) the committee reserves the right to refuse the participant entry onto the festival site/ask the participant to leave the festival site/ cease the participant from trading on the festival site.
- Participants should not set up until they have had confirmation from a committee member/volunteer steward that they are on the correct pitch.
- Participants are not permitted to set up earlier than the stated times unless previously agreed with the organising committee.
- No electricity is available on site and all participants must provide their own silent generator if needed.

4. Payment

- Full payment must be received by the date stated on the form and in these terms and conditions unless agreed otherwise. Failure to provide payment by the requested date will result in your pitch being cancelled and reallocated to another participant on the waiting list.

5. Cancellation charge

- Participants who cancel their pitch less than 2 weeks prior to the event taking place will not receive a refund.

6. Security

- Security of participants' property which is left in the vicinity of Gorleston Cliffs during the weekend of the Clifftop Festival is the participant's responsibility. Security is **not** provided to cover participants' equipment.
- All participants are required to have adequate public liability insurance to cover any damage caused, to Gorleston Cliffs or the surrounding area, by their equipment.
- The festival committee accept no liability for damage to third party and/or participants' property.

7. Gorleston Clifftop Festival Committee Right to Reject

The Gorleston Clifftop Festival Committee reserves the right to:

- Reject any application.
- Refuse, at any stage, the admission of any proposed exhibit/stand/stall or any exhibit/stand/stall already delivered. In such cases the fees may, at the discretion of the organising committee be refunded and, if

refunded shall be accepted by the participant in full satisfaction of any claims against Gorleston Clifftop Festival Committee

- To decline any request from a participant to use his/her own power source if it does not appear to meet safety requirements.

8. Gorleston Clifftop Festival Committee Responsibilities

- The Gorleston Clifftop Festival Committee reserves the right to postpone, cancel, or curtail the Festival. Where such a decision is made as the result of events outside the reasonable control of the committee (including adverse weather conditions), it shall not incur liability for loss or damage nor refund any fees and charges paid.
- The committee shall not be responsible for any loss or damage arising from any error in the appointment of space or for any encroachment by a participant on the space apportioned to another.
- The committee excludes all liability for loss of earnings arising from any incident beyond the control of the festival organisers.

9. Participants Responsibilities

- Caterers: HACCP systems must be in place, and registration with your local authority is mandatory. Catering participants are required to hold a minimum food hygiene rating of 4 and proof of this must be provided.
- Catering participants must be in possession of appropriate fire extinguishers, fire blankets and any other firefighting equipment
- Participants selling food for immediate consumption must provide a rubbish bin at their stall and be responsible for the emptying of this bin during and after the event plus disposal of their own rubbish.
- Each participant must have adequate **public liability insurance (PLI) which covers a minimum of £5 million** and/or product liability insurance and display insurance certificates on their stand. PLI policy certificate must be provided before any participant will be permitted on site.
- Any participants who are employers must have employer's liability insurance (ELI) and must provide a copy of the policy certificate before being permitted on site.
- Each participant shall be solely responsible for any loss, injury or damage arising from any article or property exhibited or brought onto the Festival grounds. Each participant shall indemnify the festival committee on account or in respect of any such damage or injury, which may be so caused.
- The participant is responsible for the erection of their stall and for providing their own gazebo and any other equipment required for use in their stall/pitch. **Please note, due to the location, strong winds can occur so it is advisable to use robust, professionally hired marquees. No marquees/gazebos are permitted be left erected overnight or unattended unless they are white clearspan/canvas which can withstand strong winds and have been erected by a committee approved supplier.**
- Any participant found to be operating outside their assigned area will be asked to adjust their stall to fit the agreed size, if they are unable to do this they will be required to leave the festival site.
- Each participant shall be held responsible for the behaviour of his/her staff and for the consequences of any misconduct by them.
- Participants intending to operate or display any potentially dangerous equipment or processes must inform the committee in advance of the Festival. At the Festival all necessary warning signs and safety barriers must be in place and adequate public liability insurance must be held by the participant.
- Any participant who wishes to supply his or her own outside power source in the form of a mobile generator must ensure that the device used is fully tested and certified and is acoustically silent in order that the equipment disturbs no other participant. Any fuel supply for the device must be stored safely and only in purpose made clearly labelled metal or approved plastic containers.
- Participants who use their own power source must ensure they have appropriate firefighting equipment on their stall/pitch
- Participants must remove from site all rubbish, boxes and packaging materials. Failure to comply will incur an extra charge.
- Appliances, leads and other equipment should be safely set up and stored so as not to be a hazard to others.
- If any electrical appliances (**including extension cables**) are used, these must have a current safety certificate (portable appliance testing) displayed that has been completed by a qualified electrician. Stall holders with appliances not meeting this requirement will be asked to have them removed.
- Participants must ensure their stalls/pitches/equipment are weighed down
- Participants must park vehicles prior to the commencement of event. The committee is not responsible for ensuring space is available.

By signing the enclosed application form you are confirming your agreement to the above terms and conditions. A Binding agreement only occurs when there is written acceptance of your application by the committee by way of joining instructions for the event.