

Collett Park Day 2023 Terms and 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 Event 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 applicant. "Organiser" means Collett Park Day Event Organisers. "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 Event day. "Site" means the whole of the area within the Collett Park. "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, cash or Bank Transfer.
3. Bookings will only be made on receipt of all of the required documents fully completed, all certificates and insurance details and the relevant payment.
4. The Organiser reserves the right to reasonably refuse to approve any Application at its sole discretion.

Pitches

1. All Pitches will be on grass.
2. The Exhibitor is solely responsible for ensuring that the Pitch booked is of sufficient size for its Equipment. Exhibitors will not be permitted to have any Equipment overhanging or extending beyond the area of their allocated Pitch.
3. Stands must be secured to the Pitch but must ensure there is minimal damage to the surface.
4. The Organiser will advise the Exhibitor of the location of its allocated Pitch.
5. The Organiser has the right to request an Exhibitor to move to another Pitch.

6. The Organiser or its authorised representatives must be permitted access to all Pitches at all times throughout the Event day.
7. Exhibitors are prohibited from sub-letting, transferring or assigning their allocated Pitches to third parties.
8. 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. Organisers have the power to ban Exhibitors who do not comply from future events.

Electricity and Generators

1. The Organiser will not provide electricity to Pitches without prior arrangement.
2. Exhibitors who wish to bring their own electricity supply (i.e. a generator) must obtain permission from the Organiser in advance of the 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 diesel.
 - b. Petrol generators are prohibited
 - c. Exhibitors must ensure that diesel generators are turned off before refuelling.
 - d. The refuelling of a diesel generator must be carried out by a fully trained and competent person. Exhibitors must ensure spill mats are provided and used during diesel generator refuelling.
 - 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 or 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 Event. Only sufficient diesel fuel for one day may be brought on Site. **Petrol Generators 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. Stewards will patrol the site area throughout the Event. If an Exhibitor requires additional security this may be provided by the Organisers 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 Event and removing it from Site on break down by 17.30 on the Event day.
2. Exhibitors who leave litter or refuse behind at the end of the Event day may be charged a litter fee of £30, or in extreme cases may not be permitted to participate in the Event in the future.
3. Shepton Mallet Town Council cares deeply for the environment and to that end we wish to reduce the amount of plastic waste at our event. Therefore, we are taking the steps to ban any single use plastics, including balloons, bags, wrapping and utensils.

Access to and from the Site

1. Set-up may commence from 7.00am on the Event day (or by prior arrangement on Friday) and must be completed by 9.30am on the Event day. All Exhibitors must report to the Site marshal on first arrival at the Official Marshals' Gazebo.
2. Vehicles will be allowed on Site for set-up and break down only. The exception is vehicles that are an integral part of a stand or displays.
3. Trading hours will be from 10am to 4pm on the Event day. No vehicles will be permitted in or out of the Site between 9.30am and 4.30pm.

4. Vehicles will be required to drive forwards at all times. Where reversing cannot be avoided Exhibitors must provide a Banksman.
5. 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 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 Collett Day, Mendip District Council's health and safety policy will take precedence over Exhibitors' health and safety policies in respect of the Site. Note: a copy of Mendip District 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. If required, all Exhibitors must have suitable and sufficient fire fighting equipment on their Pitch at all times during the Event 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 Event starts.
7. Any gas appliances must be Gas Safety Tested by a qualified technician.
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 they may handle Exhibitors' exhibits and must ensure they 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 formal servicing and inspection and operators must be fully trained and hold relevant 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 Event. Visits may be made to Exhibitors' Pitches during the Event 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 confirm 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 Event 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.

Exhibitors' stands

1. Exhibitors are not permitted to dismantle stands or any part of them prior to 4.30pm on the Event day.
2. Exhibitors' stands must be dismantled and cleared from Site no later than 5.30pm on the Event day unless previously agreed with the Organiser.
3. The Organiser at its sole discretion may reasonably refuse to permit certain exhibits or order them to be removed by the Exhibitor or remove them itself.
4. Exhibitors' stands and exhibits must be to a high quality and standard. The Organiser at its sole discretion may reasonably order any unsatisfactory stands or exhibits to be removed by the Exhibitor or remove them itself.
5. 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: items deemed as weapons (knives, crossbows, airguns, catapults), livestock, live fish, caged birds, dogs cats or other pets, lottery, raffle or gaming tickets, Event branded souvenirs (unless authorised by Event Organisers), tobacco and vaping products, adult toys or games, radio or radar equipment (without prior authorisation), age restricted products (alcohol), or any item deemed unsuitable by Mendip District Council and/or the police.
6. Exhibitors are prohibited from using or selling single use plastics including balloons, bags, wrapping and utensils.

7. Exhibitors are prohibited from using microphones or amplifiers or from calling out to the public to attract attention to their stand. The Organiser has the right to demand removal of any such equipment found on Site.
8. Exhibitors must man their stands at all times between 10am and 4.30pm on the Event day.
9. 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 – by invitation only.
2. Exhibitors must ensure that its entire Staff or any other persons that will prepare, store or serve food refreshments and/or confectionary at the Event 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. Event information will be sent to Exhibitors prior to the event
2. 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
3. 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.
4. No water will be provided to Exhibitors. If Exhibitors wish to bring water onto the Site, they must take all waste water off site when they depart (waste water must not be poured on the Event site or surrounding drains). There is a tap available for fresh drinking water
5. Exhibitors may not at any time cause any obstruction of routes, gangways, pathways or open spaces on the site
6. The Organiser will not provide any storage facility for Exhibitors' Equipment or stock.
7. Overnight sleeping or camping is not permitted either on Site or in the car park.
8. Exhibitors must remove all of their Equipment and other items from the Site at the end of the Event 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 Event 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 on: <https://www.tradingstandards.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 mis-described 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. Exhibitors are advised to take out insurance cover for the day to cover potential cancellation or curtailment of the Event.
5. 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 Organisers licences being revoked or insurance being void or voidable or in insurance premiums being increased, relevant to the Event.
6. Exhibitors will fully indemnify and keep the Event Organiser 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, agents or sub-contractors in respect of the Event.
7. Without prejudice to the Exhibitors' liability in 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 £5million each and every incident; and
 - b. Employers liability insurance (if required by law) of £5million each and every incident
8. Exhibitors must provide evidence of the required insurance cover with their Application. Where such insurance cover is due to expire prior to the Event day, evidence of renewal of such cover must be provided to the Organiser before the Event day. Exhibitors must produce evidence of insurance cover when requested by the Organiser at any time prior to or during the Event day.
9. 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).

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 make best efforts to secure compliance with these provisions by their Staff, agents and subcontractors.

Governing Law

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.