



FESTIVAL OF BRITISH EVENTING TRADE STAND

TERMS & CONDITIONS 2020

1. REGISTRATION

Registration forms for the Festival of British Eventing 2020, and appropriate payments must be submitted by 1st June 2020. No booking will be held for a trade stand until correct documentation and payment is received. If an application is declined, the payment will be returned in full to the applicant. Failure to complete and return the Health & Safety, Insurance and Risk Assessment forms required may result in exclusion from the event.

2. ABANDONMENT & CANCELLATION

If the event is cancelled or abandoned before the conclusion of the event a proportion of the ground rent which has been paid will be refunded. Cancellation prior to the start of the 1st day 100%. Cancellation prior to the start of the 2nd day 50%. Cancellation prior to the start of the 3rd day 25%.

There will be no refund for tentage/shedding, optional extras such as flooring or electricity connections, which are already on site or have been erected or installed on behalf of the Exhibitors. Exhibitors are recommended to insure for losses incurred by cancellation or abandonment. No refund will be made in respect of any day on which the competition has started. Exhibitors are recommended to insure for losses incurred by cancellation or abandonment.

If an Exhibitor for whatever reason does not attend the event or cancels their booking after the closing date for applications, all fees paid will be forfeited. The Organisers reserve the right to re-let the space.

The Organisers may exclude at their entire discretion, any person or Company from exhibiting, or close the stand of any Exhibitor who fails to conform to the directions of the Organisers.

Please refer to the British Eventing Cancellation Policy, available to download at britisheventing.com, for further details.

3. ALLOTMENT OF SPACE

Site/location of each stand is at the discretion of the FOBE Organisers and whilst requests by exhibitors are taken into account, the Organisers cannot guarantee requests will be met. Priority will be given to sponsors and stands who are regular exhibitors at the FOBE.

NO EXHIBITOR MAY SUBLET THE WHOLE OR ANY PORTION OF ANY SPACE ALLOTTED TO THEM or move to any other site other than that allocated to them, without prior permission of the Organisers.

There is no parking available behind stands unless previously agreed with the Organisers and any vehicles which do not fit into your booked space will need to go into the trade stand car park or campsite.

4. TENTAGE & SHEDDING

Exhibitors booking open space are responsible for providing their own tentage which must be approved by the FOBE Health & Safety Officer, and if for any reason he/she does not approve then Exhibitors will be asked to dismantle their stand. The organisers and their management team reserve the right to close down any exhibitor or their stand when, in their opinion, concerns for the health, safety and welfare of others on site arise.

5. PASSES/VEHICLES:

Exhibitors without wristbands will be charged the entrance fee for that day. Exhibitor wristbands are not transferable and it is the Exhibitors responsibility to ensure all staff members have either a wristband or purchase a valid admission ticket. No vehicle will be allowed onsite without the appropriate passes.

The Organisers reserve the right to remove improperly parked vehicles.

No quad bikes or motorised off road vehicles are allowed onsite without permission of the FOBE Organisers.

6. ELECTRICAL

NO INDEPENDENT GENERATORS WILL BE ALLOWED in the trade stand retail area, or behind stands; but generators will be allowed in the separate trade stand campsite. Water standpipes are situated around the ground. Any portable electrical appliances brought onto site including cable reels & extensions to be used during the event must be covered by a thorough electrical inspection completed by a competent electrician or a Portable Electrical Appliance Test certificate issued within the last 12 months, carried out by an IEE registered inspector and will be removed from the stand if they do not conform to current regulations.

7. CAMPING & CARAVANS

Caravans must have a current Inspection Certificate for both Gas and Electricity. Gas appliances must be GasSafe inspected. Please see below for Fire Regulations with regards to caravans/accommodation.

8. FIRE REGULATIONS – GENERAL

All Traders MUST have completed, and submitted, a Fire Risk Assessment that covers the activities in your trade area and which clearly identifies the presence of hot works or cooking. Where a trader is sleeping in a caravan or tent behind their trade stand, this must be included in the Fire Risk Assessment.

a. All Exhibitors MUST provide at least one fire extinguisher manufactured to B.S. 5423 and rated 13A (equivalent to a 9.1 litres water/gas expelled or similar dry powder extinguisher where gas appliances are in use). Any stand using electrical equipment must also provide a CO2 extinguisher. All extinguishers must be inspected by a competent engineer within the last 12 months of the show date. The Exhibitor must ensure that personnel trained in their use are present during all operations involving fire risk.

b. Where cooking facilities are being used one fire blanket must also be provided. Where gas rings are used to heat boilers etc, they must be stood on flameproof material which will not transmit heat. They must not be stood directly on grass.

- c. Every tent or similar enclosed structure should be provided with exits which are sufficient for the number of occupants in relation to their width, number and siting. No exit should be less than 1.1m wide. Exits should be in the form of a doorway frame and doors fitted with panic bolts, or be a permanent opening. Exit via tent flaps is not satisfactory. All Fire Exit signs are now required to comply with the Health & Safety [Signs] Regulations 1996. Text only fire exit signage is no longer legal.
- d. All gas cylinders, empty or full should be kept in the open air well away from any openings, and the gas piped to the appliances using the rigid or armoured flexible piping, secured with proper hose clips. The cylinders should be protected from public misuse and turned off when not in use. Connections to the appliances, cylinders and piping should be tested for leaks using soapy water. ONLY 2 GAS CYLINDERS MAY BE KEPT ON A STAND AT ANY TIME.
- e. The organisers must be notified before Exhibitors use blow lamps, welding equipment or any open flame. The storage of flammable liquids such as paint, oil, petrol, thinners and other hazardous materials must be in accordance with the Regulatory Reform [Fire Safety] Order 2005, the Health & Safety at Work Act and associated legislation.
- f. No more than 10 litres of fuel may be stored on site by any one exhibitor
- g. No more than two gas cylinders are permitted to be kept on the stand at any time by any exhibitor. Cylinders of 19kg size must be securely tied up to prevent them from falling over.
- h. It will be the responsibility of the exhibitor to provide a suitable gas storage facility for the storage of more than two cylinders. It must be properly constructed cage and have a regulatory sign affixed depicting LPG storage.
- i. Disposal of rubbish by burning is prohibited.
- j. No smoking legislation must be strictly observed. Every Exhibitor must display official NO SMOKING signs on or close to the entrance to their tent.
- k. Barbeques and fires are prohibited in and around the Trade Stand area.
- l. All materials of tented structures, including linings, should either be inherently non-flammable or should comply with the performance requirements of British Standard 5867: Part 2:1980 when tested in accordance with Test 2 of British Standard 5438: 1976 or should comply with British Standard 3119/3120. Rigid linings to tents and stands should provide a standard surface spread of flame not less than Class 1 as defined by British Standard 476.
- m. In the event of wet ground conditions, and in order to keep ground damage to an absolute minimum, the organisers may require the trader to provide running boards for vehicles to access their pitch, for unloading where rear access is not possible and exiting from their stand. If rear access is possible, traders are reminded it is sensible practice to use that access and not damage the fronts of the trade areas where you are hoping the public will need to use to gain access onto your stand. These running boards will not be provided”.

WHERE A TRADER IS CAMPING BEHIND THEIR TRADE STAND USING EITHER A TENT OR CARAVAN FOR COOKING, THEY MUST LEAVE AT LEAST 3 METRES BETWEEN THE TENT/CARAVAN AND THE REAR OF THE STAND. THIS IS A NEW FIRE PRECAUTION REQUIREMENT AND WILL BE SUBJECT TO INSPECTION PRIOR TO THE TRADE STAND OPENING. IF THERE IS NOT SPACE AVAILABLE BEHIND YOUR STAND THEN YOU WILL NEED TO CAMP IN THE TRADE STAND CAMPSITE.

More than one Fire Exit is required for trade stands in excess of 6 metres frontage. Fire Exits should be evenly distributed around the structure so that genuine alternative routes are available from all parts. The exits should discharge direct to open air, so that people can disperse quickly and safely.

In the case of structures greater than 100 sq. m in area, there should be a minimum of four such exits, each clearly indicated by appropriate EXIT signs. For smaller units, 2 exits, one at either end, should suffice. EXIT VIA TENT FLAPS IS NOT CONSIDERED SATISFACTORY.

All tentage fabrics and linings must be accompanied by the appropriate fire retardancy certification.

9. SALE OF ALCOHOL AND FOOD

Sale of alcohol and food is not permitted from trade stands. Only concession units and exhibitors in the Food Hall may sell alcohol or food. All sales of alcohol at the event whether for consumption on site at the point of sale or otherwise, will be subject to an individual Temporary Event licence granted by Stroud District Council. Each trader who wishes to sell alcohol must ensure they have carried out the following:

- a. Have obtained a Temporary Event Licence for operating within their trade stand or areas of responsibility and are aware of the Alcohol Sales policy for the event and are complying with its requirements. A copy of this licence must be supplied to the Event Director before sales of alcohol commences.
- b. The trader has a current personal alcohol operator's licence and has provided the Event Director with a copy of that licence.
- c. They have authorised other persons to sell alcohol on their stand. Those persons selling alcohol must be subject to similar good character references as the trader.

10. SUB CONTRACTORS USED TO ERECT STANDS

- a. Any contractor employed by a trade stand for the installation of any structure or service must ensure they have completed the Contractor H&S questionnaire prior to their arrival. The Organiser retains the right to refuse the contractor permission to start work until this process is completed. The structures installed by traders and their contractors are the responsibility of the trader, this includes any items attached to the main structure.
- b. Any sub-contractor employed by a contractor for the installation of any structure or service must ensure they have completed the Contractor H&S questionnaire prior to their arrival. The Organiser retains the right to refuse the contractor permission to start work until this process is completed.
- c. All contractors or sub-contractors who are erecting or dismantling a trade stand must complete a risk assessment for the erection and dismantling element of their work, irrespective of the size of company carrying out the work.
- d. All marquees and structures need to be removed from site by Tuesday afternoon following the event. It is the stands responsibility to provide the times and dates to the office when any sub-contractors including marquee providers will be working on site. Without this information they may be refused access to the site.

11. RESPONSIBILITY & CONDITIONS OF EXHIBITORS

- a. No Exhibitor will be permitted to sell any food or drink to the Public without prior permission from the Organisers.

- b. No Exhibitor will be allowed to place goods or material outside the limit of his allotted space, nor in such a manner as to obscure unduly the exhibits of an adjacent stand.
- c. All Exhibitors must confine their displays, recruitment, sales and/or fund raising to their Stand. No Exhibitor may solicit business in the public walkways and concourses, nor on any other part of the Showground. This regulation applies equally to charities and commercial exhibitors, with the exception of the Organisers nominated charity.
- d. Kites and loudspeakers are prohibited; musical instruments may NOT be played without the Organiser's consent.
- e. Exhibitors are responsible for the safety (including fire precautions) and security of their Stand. Exhibitors will be solely responsible for their own property and in addition must carry a third-party liability policy with an indemnity of at least £2,000,000 for any one claim. The Organiser cannot be held liable for any loss or theft. Exhibitors are advised to insure against fire, theft or abandonment, not only as regards their own property, but against third party claims. There will be LIMITED night security. No liability for security is accepted at any time, whether before, during or after the Event.
- f. Exhibitors are responsible for removing all rubbish and refuse at the end of the Event and leaving the site in the same state as they found it. This includes the filling of post holes, etc. All Exhibitors must flat pack all cardboard waste and place it separately from all other litter so that it may be collected for recycling.
- g. Gatcombe Park and the Organisers will not be responsible in any way for any article or object of any kind exhibited. The Exhibitor shall assume full responsibility for these, including liability for all claims arising out of the handling of these exhibits and the conduct of their stand generally. The Exhibitor shall indemnify the Gatcombe Park and/or the Organisers against all claims, damage or expenses arising in any way out of the presence of the Exhibitor or his/her exhibits at the FOBE. Acceptance of these provisions shall be a condition of entry.
- h. It is the responsibility of the Exhibitor to pass the details of these terms & conditions to their staff and contractors.
- i. All Exhibitors must display their name prominently on a fascia board attached to the front of the stand. All goods must be correctly labelled. All Exhibitors must comply with Trading Standards with particular reference to the Business Names Act (1985) and Price Marking Order (1999). Exhibitors will be asked to leave the site if they do not comply.
- j. First aid services are provided for the general public and competitors on site. The first aid provision will be on site while the event is open to the public. Outside these hours the Exhibitors should make their own arrangements. Exhibitors are reminded of their responsibilities under the Health & Safety (First Aid) regulations 1981.
- k. Exhibitors must record in their accident book any accident involving themselves, persons in their employ or the public that occur on their stand or in the close vicinity and report the same details, as soon as possible, to the Event Organiser's office.
- l. In the event of inclement weather, Exhibitors must not put down any cardboard, straw, shavings or any other materials into walkways.
- m. Dogs must be on a leash and kept under control at all times, and cleaned up after.
- n. Demonstrations involving moving machinery or other live mechanical or electrical demonstrations are not allowed, except with the express written permission of the Organiser. Any demonstration will first have to be approved by the Health & Safety Officer.
- o. No postholes are allowed to be bored nor is any other digging or excavation to take place anywhere on site without authorisation from the Organiser. Where permission is granted open holes must be fenced off or covered and marked with orange lights during the hours of

darkness. All holes must be reinstated as soon as possible after the event. Before excavation work commences the exhibitor must ensure that the location of any electricity cables, telecommunications cables, drains, gas, water or air mains are taken into account. Exhibitors are not permitted to use Gatcombe Park as a billing address for BT services.

- p. No Exhibitor or other person shall be allowed to affix any placard or advertisement to any part of the Event's premises or surrounding roads unless permission to do so has been obtained from the Organisers.
- q. No persons shall be allowed to distribute handbills or display advertisements other than on their own stand.

12. HEALTH & SAFETY

It is the responsibility of every exhibitor to ensure safe working practice during your complete attendance at the event. It is a condition of entry to the event that all the relevant H&S Questionnaires and Checklists have been completed and returned to the Organisers with your application. Non return may result in your being refused entrance to the event.

All persons attending the Event, Trade Stand Exhibitors, Contractors, or Sub Contractors should take particular note of the Health & Safety requirements which apply to them. Failure to comply could result in the risk of injury to either yourselves or others who may be affected by your activities.

It must be appreciated that many of the visitors to the FOBE may not be aware of the need for a sense of awareness and vigilance when close to horses. Exhibitors and their Contractors should be aware that when considering safety precautions which need to be observed this must be taken into account and more stringent and comprehensive precautions may be required than would be the case under normal work conditions.

When setting up on site, restocking your Trade stand and breaking it down at the end of the show, you MUST observe the site timetables and make allowances for amendments to the arrangements should adverse weather become a factor.

Exhibitors and their Contractors should be aware that the trade stand area becomes extremely busy. Attention must be paid to particular considerations which become necessary in crowded situations. Low level ropes and posts can become obscured and thus cause tripping accidents and injuries. Steps and slopes cannot easily be seen, nor can articles which are left on the ground.

Where steps are provided they should be firm and strong with non-slip treads and adequate handrails. Signs, notices, protruding racking or exhibits at head height can cause injury. Where possible they are not to be allowed. Where they cannot be avoided they must be marked with flags, streamers or be padded.

13. SECURITY

There will be security personnel present to check passes and maintain order, however the Organisers expressly disclaim responsibility for any loss or damage to property of any Exhibitor from any cause. It is recommended that you do not leave any items of value on your stand. Exhibitors are entirely responsible for the safety (including fire precautions) and security of their Stand and goods within. Exhibitors are advised to insure against fire, theft or abandonment, not only as regards their own property, but against third party claims. There will be LIMITED night security; however the responsibility of your stand and its contents remains yours.

14. DISCLAIMER OF LIABILITY & RESERVATION OF RIGHTS

Save for death or personal injury caused by the negligence of the Organisers or anyone for whom they are in law responsible, neither the Organisers, Sponsors, Estate Owners or any agent, employee or representative of these bodies accepts any liability for any accident, loss, damage, injury or illness to spectators, dogs, horses, owners, riders, grooms, exhibitors, land, vehicles, their contents and accessories or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever. The Organisers advise that due to uneven and in parts, steep terrain of the event site; it may be at times difficult for spectators to move around freely and easily. As a result of which it may not be suitable for those who suffer certain medical conditions. All spectators enter the event at their own risk and are advised to wear suitable footwear. The Organisers reserve the right to vary the content of the event without being obliged to refund monies, or exchange tickets. The Organisers reserve the right to refuse admission to the event to any person or to withdraw permission at any time to remain in the grounds, and shall not be required to give any reason for such action. No re-admission is permitted and tickets are non-transferable. Searching is a condition of your entry to protect your safety and that of other visitors and staff. We may conduct security searches of persons, clothing, bags and other items, as determined by us at our discretion, both on entry and exit. If, on searching your bags, our staff find any item they consider to be a risk to our event, staff or other visitors, they will remove it, and return it to you when you leave. If our staff find an item they consider to be illegal, they will confiscate it, and hand it to the Police.

The organisers reserve the right to prohibit the following within the premises boundary: a. any items which are or may be illegal. Individuals found in possession of illegal or contraband goods may also be liable for prosecution; b. weapons (actual or replica), ammunition, explosives, horns, whistles, drums, fireworks, flagpoles, banners, balloons, sporting equipment, oversized umbrellas or any other item which in our reasonable opinion, may cause danger or disruption to the event or to other visitors (regardless of whether or not such item is illegal or is carried for specific purposes); c. any items which law enforcement agencies have asked us to prohibit. You must not leave any of your property unattended at any time. We reserve the right to have unattended property removed and/or destroyed without warning in the interests of safety and security. You will not hold us liable if we remove or destroy any property that you have left unattended. If you are found by our staff in a non-public or closed area without authority you will be required to explain your presence and provide proof of identification. You may also be escorted from the premises. We will not tolerate violence or abuse to any member of our staff or other visitors.