

## Festival Disclaimer

### Please Read Carefully: I understand that by entering this event

- a.) I/we will not bring any claim against the organisers for damages for any loss, (including any claim for damages for personal injury), that I/we may suffer as a result of my/our participation save in the event of any claim for personal injury which is caused solely by the negligence and/or breach of duty by the organisers.
- b.) I/we will fully indemnify the organisers of all liability that they may have to third parties in the event that any loss is suffered by any third party, (including any claim for personal injury), as a result of my/our negligence and/or other breach.
- c.) All festival committee members are unpaid volunteers and any aggressive or verbally abusive behaviour will not be tolerated and could result in personnel being asked to leave the site.

## TERMS & CONDITIONS

By returning your booking form you are confirming your attendance to this event and therefore agree to the following terms of booking.

### 1. Date and opening times

Event dates and opening times, as well as set up times, are detailed on the separate booking form.

### 2. Exhibition space charges

Any payment not received by due dates will result in the stand booking being cancelled.

### 3. Sub-letting of stands

Exhibitors will not be allowed to sub-let or divide their stands unless special written permission has been obtained from the organisers, which will only be granted in exceptional circumstances. In the event of cancellation, no stand will be permitted to be sub-let in any circumstance.

### 4. Health & Safety

You understand that the opinion of the organiser is final in regards to matters of safety and to:

- a. comply with any request or order made by the organiser in the interests of safety, however expressed;
- b. comply with any reasonable instruction given by the organiser for any other reason; and that
- c. the organiser reserves the right to request the exhibitor and/or their Representatives to leave the Event if in the opinion of the organiser the exhibitor and/or their Representatives are behaving in a dangerous, unreasonable or disruptive manner. The exhibitor agrees to ensure that such a request will be complied with by each stated above. In such circumstances the organiser will be under no liability to the exhibitor and/or Representatives in respect to any refund of the Price, wages or other costs or compensation for any costs or damage which may be incurred by the exhibitor and/or their Representatives.

### 5. Fire insurance and inflammable exhibits

No exhibitor shall do anything to jeopardise the insurance policies or licenses and every exhibitor shall in all cases comply with the requirements of the fire officer and other authorities concerned. Cloth or drapes of any description must be non-flammable and should be thoroughly tested.

### 6. Insurance of exhibits

Although every precaution is taken to protect exhibitors and their property during the event, the organisers expressly decline responsibility for any loss or damage of property. Exhibitors are reminded that they are responsible for effecting the following compulsory insurance cover (where relevant) in respect of:

- a. Exhibits & Contents of Stands
- b. Employers Public Liability Insurance
- c. Public Liability & Third Party Risk Insurance
- d. Food Hygiene Certificate
- e. Electrical PAT test Certificate
- f. Gas Test Certificate
- g. Alcohol Licence (compulsory)
- h. Expenses incurred due to abandonment or postponement of the exhibition
- i. Current Health & Safety Policy & Risk Assessment

Copies of these documents are required at the time of booking. Therefore, it is in your own interest to arrange insurance as early as possible. North Norfolk District Council will stringently check validity & authenticity of these documents prior to the event and therefore the organisers expressly decline responsibility for any documents that have been tampered with or do not represent the true status of any exhibitors insurance cover.

## **7. Alcohol**

Only approved venders may sell alcoholic products.

## **8. Food**

Exhibitors must ensure that all food for consumption is clearly labelled for allergies and intolerances. It is the exhibitors duty to ensure that this is clearly displayed at all times and the organiser takes no responsibility for this.

## **9. Smoking**

No smoking is allowed at exhibition stands and/or inside the premises at any time.

## **10. Set up of stands**

Exhibitor stands must be set up before the start time of the event. The organisers are not able to accept deliveries on behalf of exhibitors in any circumstance. All freestanding display units will be of high standard and safely secured before the start of the event.

## **11. Vehicles**

Vehicles are only permitted in the exhibition area by prior approval by the organiser. Only vehicles necessary for external stand exhibitions will be permitted to remain in the exhibition area. All exhibitor vehicles must be parked in public parking areas, some of which enforce a pay rate of which the cost of your stand does not cover.

## **12. Obstruction of gangways**

Exhibitors must not obstruct gangways or encroach outside of their agreed stand space. All Exhibitors agree, without exception, not to exceed the agreed stand space booked. If a larger stand is required, please advise the organiser at the time of booking. If more space is required a double stand space will be charged. The distribution of brochures from the gangways is expressly forbidden.

## **13. Staff**

Exhibitors must ensure that they bring adequate numbers of staff to the event to ensure a member of staff is present on the stand at all times. Employers Public Liability Insurance must also be in place and a copy provided at the time of booking. The organiser will not be responsible for manning any exhibitor stands at any time. All staff will be appropriately dressed and professional in their dealings with the public, regardless of circumstances.

## **14. Removal of goods**

Exhibitors must not pack down their stands before the finish time of the event unless authorised to do so by the organiser. All goods and exhibits belonging to any exhibitor and interior fittings are to be removed from the venue after the event.

## **15. Waiver**

- a. In case of injury or damage being caused by any exhibit, structure or fitting, to any person or persons whosoever, or to any property or any part of the show, the exhibitor by whom or for whose purpose the exhibit, structure or fitting was brought into the show premises, indemnifies the organisers against all actions, expenses, costs, charges or claims arising out of such injury or damage.

- b. The organiser shall incur no liability to the exhibitor if performance of the event is prevented or hindered by any case whatsoever beyond the organisers control and in particular but without prejudice to the generality of the foregoing by act of God, war, riot, civil commotions, Government controls, restrictions or prohibitions or any other Government act or omission whether local or national, fire, flood, subsidence, sabotage, accident, strike or lockout and shall not be liable for any loss or damage resulting therefrom suffered by the exhibitor and/or its Representatives
- c. The organiser has no liability to the exhibitor and/or their Representatives (other than death or personal injury resulting from the organisers negligence) for any loss or damage of any nature, however caused, arising out of or in connection with attendance at the Event, or to the property of the exhibitor and/or their Representatives unless otherwise covered by the public liability insurance carried by the organiser at the date of the Event, any such claim by the exhibitor and/or their Representatives being made on the terms and conditions of such insurance, a copy of which is available on request
- d. The organiser will be not be responsible for any negligence caused by the exhibitor and/or its Representatives by any means of the following, not exclusive list: lack of appropriate insurances, lack of adequately trained staff, lack of appropriate policies and procedures, lack of adequate safety tested equipment and any other items necessary for the organiser to carry out the Services outlined in the Booking Form
- e. No exhibitor will not bring any claim against the organisers for damages for any loss, (including any claim for damages for personal injury), that they may suffer as a result of their participation save in the event of any claim for personal injury which is caused solely by the negligence and/or breach of duty by the organisers
- f. Exhibitors will fully indemnify the organisers of all liability that they may have to third parties in the event that any loss is suffered by any third party, (including any claim for personal injury), as a result of the exhibitors negligence and/or other breach
- g. All festival committee members are unpaid volunteers and any aggressive or verbally abusive behaviour will not be tolerated and could result in personnel being asked to leave the site.