

# Dartford Festival 2011

## 16 & 17 July - Central Park, Dartford

### DARTFORD FESTIVAL 2011 GENERAL TERMS & CONDITIONS

1. Allocation of Pitches and facilities is at the discretion of Dartford Borough Council ("The Council").
2. Should an exhibitor wish to withdraw his / her application, the Council reserves the right to retain all monies paid.
3. In the event of the Dartford Festival being postponed or abandoned, or in the event of supplies, services or facilities afforded to exhibitors being curtailed due to strike, lock-out or other circumstances beyond the control of the Council, the Council shall not be liable for any expenditure, loss, damage or liability sustained or incurred by exhibitors.
4. All vehicles must be removed to the car park to be provided by the Council prior to the commencement of the Dartford Festival unless such a vehicle is an integral part of the Show stands in which case strictly no more than one vehicle per unit except with prior written permission from the Council. There will be no vehicle movements on site during the event.
5. Exhibitors shall not make admission charges to their stand except with prior written permission from the Council.
6. The use of a public address system from any stand will be prohibited unless prior written permission has been obtained from the Council.
7. The use of generators will be permitted. A water supply will be available on site but cannot be piped to individual Pitches.
8. No exhibitor shall move his stand from the allocated pitch. An official receipt must be produced prior to occupancy of a Pitch.
9. Any exhibitor wishing to break the surface of the ground for the purpose of erecting a stand/exhibit must first obtain permission from the Council. The exhibitor must make reinstatement to the satisfaction of the Council. Failure to do so will result in the reinstatement being carried out by the Council and all costs being passed on to the exhibitor.
10. **Each exhibitor shall fully indemnify the Council against all proceedings, costs, claims, demands, and liability howsoever arising, whether directly or indirectly, in connection with the exhibitor's occupation of its Pitch and use of the facilities granted and in particular (but without limitation to the generality of the foregoing) shall indemnify the Council against any liability for injury to or death of any person and loss of or damage to any property, howsoever caused. Further, each exhibitor shall in connection with their liability hereunder affect a public and products liability insurance policy for an indemnity limit of not less than five million pounds in respect of any one occurrence. The Council accepts no responsibility for loss or damage to the property of exhibitors or their employees or visitors and strongly recommends exhibitors to effect 'All Risks' insurance in respect of their own and their employees' personal effects.**  
**A copy of your Insurance Certificate should be sent into the office and the original will be inspected on your arrival at the festival. Only original documents are acceptable for the full period of cover and sum of £5,000,000.**  
**However, in exceptional circumstances, there may be the possibility of Dartford Borough Council accepting insurance cover of £2,000,000 depending on the activity being undertaken by charity and voluntary organisations. All requests for any reduction must be made to the Event Co-ordinator who will liaise with the Head of Finance and Human Resources. The decision of the Head of Finance and Human Resources will be final.**
11. Exhibitors must familiarise themselves with the fire precautions which will be issued by the Council to all exhibitors and must keep a suitable fire extinguisher available for use at all times. The Council reserves the right to inspect all stands and equipment with or without the Fire Officer, for the purposes of ensuring that adequate fire precautions have been taken.
12. All exhibitors must complete a risk assessment of their stand prior to the festival. This must be received by the Council prior to the festival weekend.
13. No animals, birds or fish may be offered for sale or as prizes on the showground. No dangerous or offensive items may be offered for sale or as a prize. No refreshment or food may be offered for sale or consumption except where a Catering Pitch is expressly hired for this purpose. Leaflets may only be distributed from within the perimeter of your stand
14. No exhibitor shall be permitted to sub-let or share any portion of the Pitch allotted and any article exhibited on such a Pitch contrary to this rule will be removed.
15. Exhibitors are responsible for the cleanliness of their Pitch. All rubbish must be removed to the bulk tidy bins provided and each exhibitor must provide adequate litterbins.
16. The failure of any exhibitor to abide by the foregoing regulations shall result in the forfeiture of the granted Pitch. Where these regulations are silent or a decision or interpretation is required the Council's decision shall be final and binding.

*Continued overleaf*

17. Any Pitch operating as, or on behalf of, a charity must display their charity number and possess a letter of authority from the charity concerned, which shall be produced to any duly authorised officer of the Council on demand. If in doubt, please check in advance with the Council.
18. Exhibitors representing charities must familiarise themselves with the regulations from the Charity Commission for England and Wales who are contactable on (0870 333 0123) and must ensure they comply with the stated requirements.
19. Any exhibitor infringing these rules may be expelled from the site at the sole discretion of the Council or its authorised officer.
20. Please note maximum vehicle width for entry into Central Park is 3.35 metres (11ft). Any exhibitor with a vehicle, which may have a problem with this restriction, should contact the organisers prior to booking.
21. It is also important to note that Dartford Borough Council has a complaints procedure in place. Should you feel it necessary to complain during the Festival, you are to contact the Festival Office where the complaint will be recorded and dealt with accordingly. No refunds, after the event, will be given.