

Terms & Conditions

Big Chill Festival 2009

1.0 Definitions

- 1.01 In these terms and conditions the terms you or yours refers to the person or organisation that is applying for a pitch to trade from;

2.0 Application

- 2.01 A deposit of £500 (£100 for non-food), a copy of your insurance certificate, a sample tariff, PAT certification (if necessary), Corgi certification (if necessary), and details of your registration with your local authority and final payment must be received before any application can be fully accepted and your stall allowed on site;

3.0 Payment

- 3.01 A deposit of £500 (£100 for non-food) of the total pitch fee must be paid on by 27th April 2009 (or 1 week after being accepted if later), to secure the pitch;
- 3.02 The balance of the total site cost and your power requirements must be paid by 30th May 2009;
- 3.03 An additional separate cheque of £500, must be received by 30th May 2009; This will be destroyed after a designated representative of Chillfest Ltd has ensured that your designated pitch has been left tidy and in good order; If your designated pitch has not been left tidy and in good order, then Chillfest Ltd retains the right to cash this cheque to cover the cost of cleansing and making good;

4.0 Insurance

- 4.01 You are obliged to take out insurance to cover any hazard or loss which may occur at the festival. This must include public liability insurance for no less than £2,000,000 or an amount that you feel commensurate with the risk; A copy of your insurance certificate must be sent by 30th May 2009;

5.0 Losses

- 5.01 You agree that Chillfest Ltd or any of their designated representatives are not responsible or hold any liability for; any financial losses, for any loss or damage of your equipment, goods or personal belongings, personal injury of representatives working for or connected to you or for any members of the general public attending this festival which are directly or indirectly incurred by you whatsoever.

6.0 On Site

- 6.01 Chillfest Ltd and their designated representatives are solely responsible for the allocation of pitch sites;
- 6.02 You may not sub-contract your stall or any part of your stall;
- 6.03 Access to the site is from 9am on Monday 3rd August 2009; Please note power may not be available until 12pm Wednesday 5th August 2009. You will be sent your arrival and registration time in advance of the festival, please make sure you keep to your allocated time. If you arrive outside this time, you should allow for delays accessing site including an overnight stay in the car park without power. Please also be aware, should it be necessary, we also reserve the right to refuse entry to site and to retain your fee.
- 6.04 The number of passes available for your crew will be agreed in advance and shown on your acceptance email; Any extra passes needed on site will have to be bought at the full ticket price of £139 (including VAT);
- 6.05 You must be set up to trade by 12pm (midday) Wednesday 5th August 2009; This is so your premises are ready and available for inspection by the appointed representatives of Chillfest Ltd and the appointed offices of the local authority and fire and police services;
- 6.06 Hours of trading in the arena are from 3pm on Thursday 6th August until 1.30am on Friday 7th August; from 9am on Friday 7th August until 2.30am on Saturday 8th August; (Or half an hour after the entertainment license ends); From 9am on Saturday 8th August until 2.30am on Sunday 9th August (Or half an hour after the entertainment license ends); From 9am on Sunday 9th August until 1.30am on Monday 10th August; (Or half an hour after the entertainment license ends);
- 6.07 Chillfest Ltd will ensure that you are placed within a fenced compound;
- 6.08 The number of vehicles you are allowed on site will be agreed in advance and shown on your acceptance email; Please ensure that you have booked a large enough pitch to accommodate them; your vehicles must be parked behind your pitch by 9:30am on Thursday 6th August, once your vehicle has been placed on your pitch it may not be removed until 4am Monday 10th August; Any other vehicles must be parked in the Car Park and are not allowed onto site;
- 6.09 The size of your pitch will be agreed in advance and shown on your acceptance email; if you book a pitch the wrong size, you may have to be re-sited at short notice, and you hereby indemnify Chillfest Ltd or their designated representatives against any issues arising;
- 6.10 Vehicle movement on site is only allowed at the following times: before 9:30am on Thursday 6th

- August, between 4am and 9:30am on Friday 7th August, between 4am and 9:30am on Saturday 8th August, between 4am on and 9:30am on Sunday 9th August, and after 4am on Monday 10th August;
- 6.11 Vehicles larger than a long wheel base Ford Transit moving across site during the times outlined in clause 6.10 above, must be accompanied by a steward escort at all times, you must arrange an escort in advance with the Stalls manager or members of the stalls team;
- 6.12 Vehicles the equivalent size or smaller than a long wheel based Ford Transit may move across site during the times outlined in clause 6.10 without a steward escort;
- 6.13 All deliveries to your stall must take place before 9.30am on any day during the festival period; All deliveries must be scheduled with the Stalls Manager or members of the Stalls Team;
- 6.14 Vehicles moving across site must not exceed 5 mph, hazard lights must be on and must keep to the roadways and off the grass as much as possible. In the instance of adverse weather conditions, a ban on all vehicle movement across site may be imposed;
- 6.15 Vehicle movement across site is subject to change, you must at all times follow directions from the Stalls Manager, members of The Stalls Team or representatives of Chillfest Ltd;
- 6.16 There are no plastic or polystyrene disposables allowed on site, only biodegradable paper and wooden disposables are allowed. No items must be sold to public in glass containers;
- 6.17 Please be aware that because Eastnor Deer Park has been deemed a Site of Special Scientific Interest by English Nature the trees in the park are not cut back, therefore there is an increased risk of branches falling from the trees and you are obliged not to camp under any tree. If you camp under any tree you do so at your own risk, and you hereby indemnify Chillfest Ltd or their designated representatives against issues arising;
- 6.18 No amplified music or PA systems are permitted. The only exception will be those systems broadcasting Big Chill Radio - this must be agreed in advance in writing by Monica Wolff, Chillfest Ltd or their designated representatives. Noise levels must at all times comply with the site license, Monica Wolff, Chillfest Ltd or their designated representatives reserve the right to confiscate your equipment should it prove necessary for the duration of the festival, at your risk and your expense;
- 6.19 No animals or pets are allowed on site, any animals brought onto site will be removed at your own expense; Failure to do this will result in your expulsion from site, with Chillfest Ltd entitled to retain your full pitch fee;
- 6.20 You are obliged to keep the area 10m in front of your stall tidy and free of rubbish; You will supply an appropriate number of 80 litre dustbins for the use of customers to deposit waste; You must ensure that all waste generated by your stall is placed in the appropriate bins provided. Please flat pack and remove all cardboard and packaging to the recycling points;
- 6.21 Care should be taken not to cause any damage or change to the site, including the grass in public areas, or to any of the fittings, equipment or any other property belonging to the site or to Chillfest Ltd or their designated representatives; You shall pay for any damage, including accidental damage caused;
- 6.22 You shall ensure that your designated pitch has been left tidy and in good order and that Chillfest Ltd or their designated representatives have deemed it so; Any cost for cleansing your site will be charged to you which will include failing to dispose of waste oil appropriately, or leaving gas bottles behind;
- 6.23 You are not permitted to make any recordings or broadcast of the event; All images and sound recordings remain the property of Chillfest Ltd;
- 6.24 Big Chill may issue vouchers with an equivalent monetary value to Production crew and Artists performing at the event to purchase refreshments from stallholders (food stalls only). These vouchers must be accepted by stallholders and stallholders will be entitled to claim the monetary value of the vouchers they have received on presentation of the vouchers to Chillfest Ltd (full details will be on the back of tickets).
- 6.25 Chillfest Ltd. reserve the right to cancel a traders pitch at any time due to adverse weather that results in space not being available. Chillfest Ltd. will refund the full fee paid shortly after the festival.
- 7.0 Fire / Gas / Electricity / Water**
- 7.01 You must supply a completed fire risk assessment by 30th May 2009;
- 7.02 Only one spare bottle of Liquefied Petroleum Gas (LPG) for each bottle of Liquefied Petroleum Gas in use on each stall may be kept at your stall at any time; Any other bottles you wish to store, must be marked as your own and placed in Chillfest Ltd's own secure LPG store; Access to this store will be through a designated representative of Chillfest Ltd. You must remove all gas bottles you bring with you including empty ones;
- 7.03 All gas appliances must comply with the relevant regulations and must be certified by a registered Corgi engineer; Corgi testing must have been carried out within a year of August 5th 2009, all Corgi certification must be sent with your application, no applications will be accepted without Corgi certification;
- 7.04 All stalls must supply a 5kg dry powder fire extinguisher (tested within a year of August 5th 2009) and a fire blanket;
- 7.05 Your site fee does not include electricity; you must order and pay for your electricity in advance using

- the application form. Power cannot be arranged on site, any changes from what has been ordered on your application must be received by 30th June, anything received after this date will be charged at twice the quoted amount on this form;
- 7.06 All electrical equipment used within your stall must have portable appliance testing (PAT) certification from a qualified electrical engineer; PAT testing must have been carried out within a year of August 5th 2008, copies of certification must be sent by 30th May 2009, you will not be allowed on site without this;
- 7.07 All food stalls will be placed within 50 meters of a standpipe, which you will be able to use to fill up water containers to take to your stall. Hosepipes will not be permitted without prior written consent from Chillfest Ltd.
- 7.08 All wastewater must be disposed of in the tanks provided, and not be poured onto the ground; The digging of sumps and soak-aways is prohibited;
- 8.0 Prohibited Items**
- 8.01 You are obliged to supply a sample tariff of products (including prices), which will be offered at the festival; You shall use the allocated pitch for the purposes listed on this tariff only; This tariff must be sent with your application, no applications will be accepted without tariff details;
- 8.02 You are obliged not to supply for purchase or gift, prohibited items including alcohol in any form whatsoever i.e. brandy-coffees, herbal highs, tobacco products, laughing gas, tin foil barbeques, kites, or any form of flammable equipment;
- 8.03 There are no plastic disposables or glass allowed on site; you are obliged to use biodegradable plates, cups, and cutlery only. No items that 'shatter' biodegradable or not are permitted on site.
- 9.0 Health and Safety**
- 9.01 You must supply details of your registration with your local authority on application, no applications will be accepted without registration details;
- 9.02 Ensure that all working practices comply with the regulations as outlined in the Management of Health and Safety at Work Regulations 1999;
- 9.03 Ensure that all working practices comply within the regulations as outlined in the Manual Handling Operations Regulations 1992;
- 9.04 Ensure that all working practices comply with the regulations as outlined in the Personal Protective Equipment at Work Regulations 1992;
- 9.05 Ensure that all working practices comply with the regulations as outlined in the Provision and Use of Work Equipment Regulations 1998;
- 9.06 Ensure that all working practices comply with the Food Hygiene (England) Regulations 2006;
- 9.07 Ensure that all working practices comply with Regulations (EC) No 852/2004 on the hygiene of foodstuff;
- 9.08 Ensure that all delivery, storage, containment, usage and removal of flammable liquids comply with the regulations contained in the following: The Management of Health and Safety at Work Regulations 1999, The Health and Safety at Work Act 1974, Highly Flammable Liquids and Liquefied Petroleum Gases Regulations 1972;
- 10.0 Non-compliance**
- 10.01 Chillfest Ltd and their designated representatives reserve the right to remove you from the festival site if you do not comply with the obligations as outlined within this document;
- 10.02 You may not be permitted to operate your stall or outlet if you do not satisfy the licensing requirements of the Local Authority; Chillfest Ltd and their designated representatives cannot accept any responsibility or liability if this situation occurs;
- 10.03 You agree to abide by the above clauses of 1.0 - 10.03 and indemnify Chillfest Ltd their designated representatives against any claim, loss or liability arising from a breach of the above clauses/ regulations;